City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, April 15, 2025
Council Chambers
749 Main Street
5:00 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. EXECUTIVE SESSION

REAL PROPERTY ACQUISITIONS AND DISPOSITIONS
(Home Rule Charter Section 5-2(c) and C.R.S. 24-6-402(4)(a))

The City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Real Property Acquisitions Concerning Properties in Louisville Only as to Appraisals and Other Value Estimates and Strategy

- **Request for Executive Session**
- **City Clerk Statement**

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 (303.335.4574) 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 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

- **City Attorney Statement of Authority**
- **City Council Action on Motion for Executive Session**
- **Council Convenes Executive Session**
- **Council Reconvenes in Open Meeting**

4. REPORT – DISCUSSION / DIRECTION / ACTION – REAL PROPERTY ACQUISITIONS / DISPOSITIONS

THE FOLLOWING MEETING ITEMS WILL START NO EARLIER THAN 6 PM

5. APPROVAL OF AGENDA

6. 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.

7. 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. Arbor Day Proclamation
B. 2025 International Snowplow Purchase
C. Resolution No. 25, Series 2025 – A Resolution Approving a Subaward Agreement with the Colorado Department of Transportation Concerning a Grant for the City's Traffic Signal Technology Upgrade Project

8. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

9. CITY MANAGER'S REPORT

10. REGULAR BUSINESS

A. UPDATE FROM THE LOUISVILLE CHAMBER OF COMMERCE

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

B. LANDMARK DESIGNATION & GRANT REQUEST – 600 PINE STREET

i. RESOLUTION NO. 26, SERIES 2025 – A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 600 PINE STREET

ii. RESOLUTION NO. 27, SERIES 2025 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE MALCOLM HOUSE LOCATED AT 600 PINE STREET

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

C. ORDINANCE NO. 1892, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS IN THE CITY OF LOUISVILLE – 2ND READING (advertised City of Louisville Website 03/21/2025)

- 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. ORDINANCE NO. 1893, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY – 2ND READING (advertised City of Louisville Website 03/21/2025)

- 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

E. ORDINANCE NO. 1894, SERIES 2025 – AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERM AND AN INITIAL INTEREST RATE OF 4.8 PERCENT – 2ND READING (advertised City of Louisville Website 04/04/2025)

- 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

F. AWARD CONTRACT BETWEEN THE CITY OF LOUISVILLE AND ECI SITE CONSTRUCTION MANAGEMENT FOR PHASE 1 OF THE DOWNTOWN FRONT & CENTER PROJECT

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

G. DISCUSSION / DIRECTION / ACTION – CONVERSION OF INLINE SKATING RINK TO PICKLEBALL COURTS 2025 CAPITAL IMPROVEMENT PROJECT

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

11. CITY ATTORNEY'S REPORT

12. IDENTIFICATION OF FUTURE AGENDA ITEMS

13. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 05/06/2025

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

- Older American's Month Proclamation
- Asian Pacific American Heritage Month Proclamation
- Comcast Franchise Agreement – 1st Reading
- Contractor Insurance Requirement Amendment – 1st Reading
- Award Phase 2 Median Landscape Renovations (Dillion / Via Appia)
- City of Boulder IGA – Davidson Mesa Open Space
- PROS Long-Range Plan and Trails Master Plan
- Cottonwood Basketball Court Mural
- HPC Loan Servicing Contract
- Water Meter Replacement and Metering Project
- Award Engineering On-call Contracts
- WTP Chlorine Dioxide Replacement
- WWTP Expansion Construction Contract

City of Louisville
COLORADO • SINCE 1878

Arbor Day Proclamation
April 18, 2025

WHEREAS, The City of Louisville conducts an annual Arbor Day Celebration, employs staff dedicated to tree care, has written a tree ordinance, and spends more than two dollars per capita on tree care, the National Arbor Day Foundation recognizes the City of Louisville as a Tree City USA for the 44th consecutive year and;

WHEREAS, the City of Louisville received the Tree City USA Growth Award from the National Arbor Day Foundation for hiring a City Forester and completing an inventory of city trees and;

WHEREAS, through the work of the Parks and Public Landscapes Board, the City of Louisville has established and committed to an ongoing landscape beautification master plan involving the planting of numerous trees and shrubs and;

WHEREAS, through lottery proceeds the City of Louisville has established an arboretum and continues to maintain and manage through sound arboricultural practices and;

WHEREAS, the Parks and Public Landscapes Board and City of Louisville staff continue to educate the public on sound horticultural and forestry practices and;

WHEREAS, Arbor Day has been celebrated nationally since 1872.

NOW THEREFORE, I, Christopher Leh, Mayor of the City of Louisville, do hereby proclaim Friday, April 18th, 2025 as Arbor Day in the city of Louisville and urge all citizens to celebrate efforts to care for our trees and woodlands and to support our city's community forestry program, and I urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

DATED this 15th day of April 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7B

SUBJECT: **2025 INTERNATIONAL SNOWPLOW PURCHASE**

DATE: **APRIL 15, 2025**

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

SUMMARY:
Staff recommends approval for the purchase of one (1) 2026 International HV515 tandem-axle snowplow chassis from McCandless Truck Center, LLC (Sourcewell contract #032824-NVS) and the upfitting of that chassis with a plow, spreader, and wing system through Holman (CDOT competitive bid award # 371002039) for a total purchase price of $420,121.29.

The snowplow will be equipped with:

- A 12’ front plow and a 9’ wing plow (Henderson equipment.)
- 15’ stainless steel dump body with electric tarp system.
- Henderson 14' FSH-II salt/sand spreader with integrated Force America hydraulic control system.
- Features including LED lighting, backup camera system and wing guidance laser for improved safety.

This vehicle will replace Unit 3408, a 2010 International 7400, that meets the City’s established replacement criteria. Fleet lifecycle decisions are reviewed and approved by the Operations Superintendent in coordination with the Public Works Director to ensure timely and cost-effective equipment replacement.

FISCAL IMPACT:

Vendor	Fiscal Impact	Contingency	Total Fiscal Impact
McCandless Truck Center	$157,465.54	$ 10,000.00	$ 167,465.54
Holman	$ 242,655.75	$ 10,000.00	$ 252,655.75
			$ 420,121.29
Approved 2025 Budget			$ 425,000.00
Remaining Budget			$ 4,878.71

Funding for this purchase is included in the approved 2025 Capital Improvement Budget under account numbers:

301433 - 640175 for up to $212,500.00
501498 - 640000 for up to $127,500.00
503499 - 640000 for up to $85,000.00

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

RECOMMENDATION:
Staff recommends City Council authorize the Public Works Director to enter purchasing agreements with:

1. McCandless Truck Center, LLC in the amount of $167,465.54 for one (1) 2026 International HV515 chassis.

2. Holman in the amount of $252,655.75 for the installation of dump body, snowplow, wing, spreader, control systems, and related accessories.

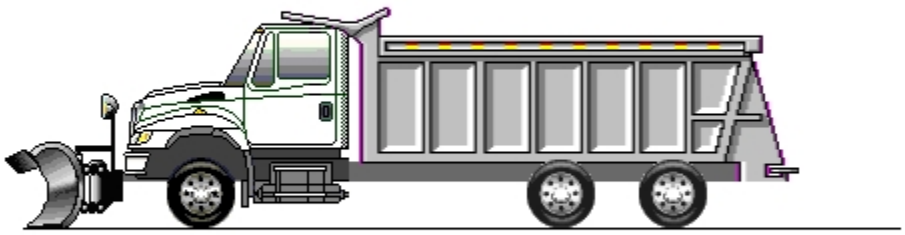
ATTACHMENTS:
1. McCandless Truck Center Quote: 2026 International HV515 SFA Chassis.
2. Holman Quote: Henderson Snow and Ice Equipment, Tarp, Spreader, Wing, and Accessories.
3. CDOT Class 8 Truck Upfit Competitive Bid Award.

Prepared For:
CITY OF LOUISVILLE
Ben Francisco
749 Main St.
Louisville, CO 80027-1829
(303)335 - 4780
Reference ID: 2025-26 BUILD

Presented By:
MCCANDLESS TRUCK CENTER LLC
Ken Conway
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Price does not include government mandates, TARIFFS and associated costs, specification changes, destination charges, surcharges (including but not limited to fuel, steel, aluminum other raw materials), vendor price increases and availability, that may be implemented.



Model Profile
2026 HV515 SFA (HV515)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 60000. Calc. GVWR: 60000. Calc. GCWR: 125000
DIMENSION:	Wheelbase: 217.00, CA: 131.60, Axle to Frame: 67.00
ENGINE, DIESEL:	{International S13} EPA 2024, 475HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 475 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WW Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model HV515 SFA with 217.00 Wheelbase, 131.60 CA, and 67.00 Axle to Frame.	8102/4548	12650

AXLE CONFIGURATION

AXLE CONFIGURATION 6x4	0/0	0

Notes
: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL {International S13} EPA 2024, 475HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 475 Peak HP (Max)	0/0	0
EMISSION, CALENDAR YEAR {International S13} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
RADIATOR Aluminum, Cross Flow, 1144 SqIn, with 1007 SqIn Charge Air Cooler	0/0	0
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0

Includes
: FAN Nylon

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control, Engine Mounted	5/0	5
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
BLOCK HEATER, ENGINE {Phillips} 120V/1500W	4/0	4

Includes
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

ENGINE CONTROL, REMOTE MOUNTED for PTO, for N13/A26/S13 Engines	0/0	0
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality	0/0	0
POWERTRAIN INTERFACE MODULE	0/0	0
PTO EFFECTS, ENGINE FRONT for N13/A26/S13 Engines, Less PTO, Unit, Includes Adapter Plate on Engine Front Mounted	0/0	0

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	267/103	370
TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0
AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
CLUTCH		
CLUTCH Omit Item (Clutch & Control)	-77/-20	-97
REAR AXLES, SUSPENSIONS		
AXLE, REAR, TANDEM {Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.63	0/1915	1915
SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers	0/1053	1053
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints	0/0	0
PDL WARNING BUZZER Power Divider Lock	0/0	0
SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	0/1	1
FRONT AXLES		
AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	203/0	203
FRONT SUSPENSIONS		
SUSPENSION, FRONT, SPRING Multi-Stage Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	166/0	166
SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	15/0	15
CABS, COWLS, BODIES		
CAB Conventional, Day Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
ARM REST, LEFT, PASSENGER SEAT	3/0	3
ARM REST, RIGHT, DRIVER SEAT	3/0	3

Description	F/R Wt (lbs)	Tot Wt (lbs)
AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	0/0	0
CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
CAB REAR SUSPENSION Air Suspension, for High Cab Height	0/0	0
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
GAUGE, AIR APPLICATION	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GAUGE, OIL TEMP, ENGINE	1/0	1
GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
INSTRUMENT PANEL Wing Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)	2/0	2
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	3/0	3
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.	19/0	19
MODESTY PANEL Painted	0/0	0
MONITOR, TIRE PRESSURE Omit	-9/-2	-11
SEAT BELT All Orange; 1 to 3	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Head Rest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust, Dual Shocks	0/0	0
SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust, Dual Shocks	60/23	83
SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	14/3	17
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
WINDSHIELD Heated, Single Piece	1/0	1
WINDSHIELD WIPER BLADES Winter Type	2/0	2
FRAMES		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	225/459	684
BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty	0/0	0
CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	42/3	45
FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	139/-34	105
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
WHEELBASE RANGE 199" (505cm) Through and Including 264" (670cm)	240/-240	0
BRAKES		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0
BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1
DUST SHIELDS, FRONT BRAKE Pad and Rotor, with Air Disc Brakes	7/0	7
BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0
BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/0	0
DUST SHIELDS, REAR BRAKE Pad and Rotor, with Air Disc Brakes	0/14	14
PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type	0/60	60
AIR COMPRESSOR {Bendix ESS 380} 16.8 CFM, Head Unload	0/0	0
AIR COMPRESSOR DISCHARGE LINE 1/2" ID to 5/8" ID Teflon Hose, with Stainless Steel Braid; to Air Dryer	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 120 psi Cut-In/140 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
AIR DRYER LOCATION Mounted Outside Right Rail, Behind Front Wheel	0/0	0
AIR TANK LOCATION (2) Vertically Stacked, Outside Right Rail, Under Cab in Front of Aftertreatment Box, Perpendicular to Rail	0/0	0
DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks	0/0	0
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

Notes
: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

STEERING GEAR (2) {TRW (Ross) THP60/RCH60} Dual Power	0/0	0
STEERING COLUMN Tilting and Telescoping	14/5	19
STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped	0/0	0

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	1/6	7

EXHAUST SYSTEMS

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	31/2	33
AFTERTREATMENT COVER Aluminum	7/2	9
ENGINE COMPRESSION BRAKE {International} for S13 Engines, with Selector Switch and On/Off Switch	0/0	0
EXHAUST HEIGHT 10'	16/11	27
MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	19/12	31
SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
TAIL PIPE (1) Turnback Type, Bright	3/0	3

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0

Includes
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
: STARTER SWITCH Electric, Key Operated
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

Description	F/R Wt (lbs)	Tot Wt (lbs)
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
ANTENNA Shark Fin, Roof Mounted	1/0	1
AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	0/1	1
BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 26" Back of Cab	11/-2	9
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	13/8	21
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
HEADLIGHTS LED, Heated, with Daytime Running Lights	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
HORN, ELECTRIC (2) Trumpet Style	0/0	0
JUMP START STUD 12V, Remote Mounted	2/0	2
LIGHT, WORK, MTD UNDER HOOD (2) LED, Activates with Hood Open	0/0	0
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
SNOW SHIELD (2) Chrome; for Dual Air Horns	2/0	2
SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	-1/0	-1
STARTING MOTOR {Mitsubishi Electric Automotive America DP60} 12-Volt	0/0	0
SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel	0/0	0
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
FRONT END		
FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
GRILLE Stationary, Chrome Vertical Accent Bars, Chrome Surround	0/0	0
HOOD, HATCH (01) for Servicing	5/0	5
INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC		
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
Includes : PAINT SCHEMATIC ID LETTERS "WM"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
SAFETY TRIANGLES	11/1	12
SPECIAL RATING, GVWR Limited to 68,000-lb GVWR	0/0	0
FUEL TANKS		
FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	15/9	24
DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL HEATER PLUMBING Plumbing for Blender Valve Integrated in Fuel Water Separator, Thermostatically Controlled, for S13 Engine	0/0	0
FUEL/WATER SEPARATOR {Racor 6600} 12 VDC Electric Heater, Includes Pre-Heater, with Sight Bowl, Includes Water-In-Fuel Sensor	0/0	0
LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
WHEELS, TIRES - FRONT		
WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	72/0	72
(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	62/0	62
WHEELS, TIRES - REAR		

Description	**F/R Wt (lbs)**	**Tot Wt (lbs)**
WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/96	96
(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/40	40
BODY INTEGRATION		
BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Each Up to 12 Inputs (6 Analog & 6 Tri-State) and 17 Outputs (6 High Current, Max 20 amp per Channel, 6 Low Current, 2 PWM, (2) 5A, (1) 5VR), Max 100 amp Total, Includes Two Switch Packs with Latched Switches	0/0	0
BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	0/0	0
Services Section:		
WARRANTY		
WARRANTY Standard for HV513/HV515, HV613/HV615 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
SERVICES, TOWING Service Call to 36-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
SRV CONTRACT, EXT ENGINE To 36-Month/300,000 Miles (480,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for International S13 Engines	0/0	0
Total Component Weight:	**9788/8080 (lbs)**	**17868 (lbs)**
	(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$297,002.00
PREP & DELIVERY, FUEL, MUD FLAPS, ETC.	$2,250.00	
Total Preparation And Delivery:		$2,250.00
Freight	$3,500.00	
Total Freight:		$3,500.00
Total Factory List Price Including Freight:		$302,752.00
Less Customer Allowance:		($145,286.46)
Total Vehicle Price:		$157,465.54
Total Sale Price:		$157,465.54
Total Per Vehicle Sales Price:		$157,465.54
Net Sales Price:		$157,465.54

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

MCCANDLESS TRUCK CENTER LLC
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

This proposal is not binding upon the seller without Seller's Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Holman

Quote Prepared By:
Andrew Morton
Andre.Morton@holman.com

Quote #: 227281-R4.0
Quote Date: 03/14/2025
Expiration Date: 06/12/2025
Reference: 27795082

Customer Information:

Customer: Mccandless Idealease
Contact:
Email:

Sold To Customer:
CDOT Contract
Account # 14405

Bill To Customer:
Mccandless Idealease
Account # 5767

Vehicle Specification:

Year:	2025	**Engine:**	International S13	**Drivetrain:**	4WD
Make:	International	**Fuel Type:**	Diesel	**Wheelbase:**	217.0
Model:	HV515	**Body Type:**	Conventional	**Cab/Axle:**	0.0

Notes and Special Instructions:

***** NOTES TO CUSTOMER *****

City Of Louisville: Snow and Ice: Standard / Wing

CDOT Award: 371002039

Quoted Items:

Item	Description	Item Details	Price	
1	Henderson: RSP19 - 12' Plow - GR50 Steel	**Supply and Install** **Henderson: RSP19 12' length - Quick Hitch** Plow Length: 12' length Moldboard Trip: Full trip with 2 external compression springs Pushframe Type: Standard Circle Frame with Top Mount Cyl Adjustable Trip: 5 Position Adj. Trip Spring Preload Moldboard Height: 48" height Moldboard Shield: Integral shield **Moldboard Options** Moldboard Sheet Material: 10 GA GR50 steel (standard) Hydraulic Cylinders: 3" x 1 1/2" x 10" reversing Paint: Henderson Orange **Options/Accessories** 12" Rubber Deflector: Yes, w/ SS Backer 36" Plastic Side Markers, Pair: Yes Parking Jack, Screw Adjustable: Yes Install Parking Jack: Yes Cutting Edge: 3/4" x 6" Carbide Cutting Edge **Hitches** Hitch, Plow Portion: Quick Hitch Plow portion hitch width: 30.5" Plow Portion Installed on Plow: Yes Hitch, Truck Portion: See HPH or HCH for Truck portion hitch **Snow Plow Hitch:** **Plow Cylinders** Reversing Cylinder Style: None or Top mount reversing cylinders **Hitch Type** Plow Portion Hitch: Plow portion picked under plow Hitch, Truck Portion: Pin hitch, low profile, 30.5" **Lift Cylinder** Hydraulic Lift Cylinder: 3" x 2" x 10" Double Acting Nitrided Lift Cylinder, std **Lighting and Accessories** - Heated LED Snow Plow Lights *** Installed to factory switch in cab dash* *** Mounted on Hood / Fender*	$23,935.32	

Item	Description	Item Details	Price	
2	Henderson: 9' Wing System - Mid Mount	**Supply and Install** **Henderson 9’ Wing System** Wing Configuration Type: Heavy Duty Wing System: Rear Of Cab System Rear Brace Location: Rear Brace Between Rear Axles Wing Side Location: Right Hand Side Trip Type: Non-Trip Moldboard Wing Braces: 1 Shock Brace Cutting Edge Length: 9' Cutting Edge Cutting Edge Material: 5/8 X 8 Top Punch Cutting Edge Moldboard Material: 10ga Gr50 Curved Moldboard Moldboard Height And Shape: 32" Straight Moldboard Moldboard Discharge: 6" Flare On Discharge W/Bead Moldboard Bottom Angle: 4 X 4 X .75 Bottom Angle Moldboard Top Flange: Moldboard Boxed-In Top Flange Moldboard Add Ons: Moldboard Center Lift Eye Front Mast Type: 8" Lift/11" Cyl Hyd Front Mast Front Mast Mount: Front Crosstube & Cheekplates Rear Support And Mast: Cheekplates W/Rear Cross Tube Moldboard Heel Lift: Front Mldbrd Heel Lift, 4" Cyl Paint: Mb Std Orange,All Else Black **Add Ons** Orange Sight Marker **Custom Options** Option 1: Between The Tandem Rear Support Option 2: Chassis: International HV515 Option 3: Chassis Suspension: Hendrickson HMX EX 460 ** *Install fitting plate for hydraulic connections*	$21,689.38	

Item	Description	Item Details	Price	
3	Henderson: 15' MKE Dump Body - Stainless Steel	**Supply and Install** **Henderson: 15' MKE Dump Body** **Body Size / Style** Doghouse Type: Internal Body Length: 15' body length Side Height: 36" Sides Side to Floor Transition: 35 Degree Slope from Horizontal Tailgate: Bolster Encased Highlift **Body Material/Construction** Sides / Ends: 10 ga 201SS Sides/Headsheet Cabshield Material: 10 ga. with 7 ga. Endplates 201SS Cabshield Size: 22" X 78" (1/2 cab) 201SS Floor: 3/16" AR400 Rear Apron / Bolsters: 201 Stainless Steel Tailgate Bracing: 201 Stainless Steel Body Hinge Type: Greaseless Composite Bushing Hinge Body Hinge Paint: Yes, Rear Hinge Painted @ Factory Top Grate Screens: Standard 3/8" x 3/8" rod **Hoist** Trunnion Mount, Internal DH, Double Acting 1/2" SS Hydraulic Lines, Streetside Longsill **Side Ladder** Fold-up Side Ladder: Yes Ladder Material: 10 ga. 304 SS ** *Install Driver Front* **Tailgate** Bolster Encased Highlift Coal Chut: Single 13" Centered Coal Chute Extended Coal Chute Handle Single Horizontal Bracing Formed Lift Loop, Interior Zinc Tailgate Chains Banjo Hook installed **Asphalt Lip** 12" Pin-On: 7 GA 201SS ** *Requested to be weld on*	$57,256.89	
4	Roll Rite - Electric - Double Bow Tarp - Mesh	**Supply and Install** **Roll Rite - Double-Arm Electric Tarp System - Mesh** - 7.7 oz. premium Mesh Tarp - Two 1000 denier polyester UV coated twisted strands ** *Installed to rear surface of cabshield* - TarpMaster Motor 12V. 5 Year Warranty - TarpMaster Tarp Spool w/92" Housing - Bow Set. 98" Wide Top Tube w/ 98" Side Arms - Bow Set. Tension Bow 98" Wide Top Tube w/ 98" Side Arms - Pivot Set. 4 Spring w/ 60" Aluminum Pivot Tube - 12 Volt Smart Switch Basic Kit ** *Integrated with Force America Tower or Dash Switches*	$5,531.66	

Item	Description	Item Details	Price	
5	ECCO 3965 Series Warning Lights - Cabshield	**Supply and Install** **ECCO 3965 Series Warning Lights** (3) Single Color - Amber ** *Installed into cabshield cutouts, (2) Forward Facing / (1) Side Facing* ** *(1) Installed into rear bolster* ** *Mounted Streetside* (3) Single Color - Blue ** *Installed into cabshield cutouts, (2) Forward Facing / (1) Side Facing* ** *(1) Installed into rear bolster* ** *Mounted Curbside* 3965 Series - 7.5" Oval - Grommet Mount 12-24V DC - .5 Amp - IP67	$1,277.82	
6	ECCO 3965 Series Warning Lights - Rear Bolster	**Supply and Install** **ECCO 3965 Series Warning Lights** **(1) Single Color - Amber** ** *(1) Installed into rear bolster* ** *Mounted Streetside* **(1) Single Color - Blue** ** *(1) Installed into rear bolster* ** *Mounted Curbside* 3965 Series - 7.5" Oval - Grommet Mount 12-24V DC - .5 Amp - IP67	$384.48	
7	Henderson: 14' FSH-II Stainless Spreader w/ Stand	**Supply and Install** **Henderson 14' FSH Salt/Sand Spreader** -Hopper length: 14' -Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor -Capacity: FSH-I 62" (11.6 CY) w/ formed chain shields -Conveyor: Dual 7" dia. auger -Gearcase: 3.6:1 planetary gearcase -Chute type: Standard Dump Over Chute -Spinner disk: Standard disk with Stainless Vanes -Inverted vee: Inverted vee, 201ss -Ladders: Rear mount, 304SS -Conveyor motor w/ integral speed sensor: Motor w/ integral speed sensor -Rear LED Spreader Light -Stand Type: HD (Tube) Stand -Material: Mild Construction -SS Bumper -Legs: Heavy Duty Legs w/ Wheel Guides	$60,675.50	

Item	Description	Item Details	Price	
8	Cougar: Vibrator DC1600	**Supply and Install** **Cougar Vibrator - DC1600** **-** 1600 lbs Vibrational Force - Cab control integrated into Force America Tower. ** *Install steel mounting brackets for vibrator* ** *Install to interior longsill, underside crossmember of body* ** *Install grounding stud at rear of body: 3/8", Interior streetside longsill, in front of hinge opening.*	$4,363.42	
9	Holman LED Work Light - Spinner	**Supply and Install** **(1) LED Work Light - Clear - Square** ***Mounted on spreader stand, streetside, facing outward.* Raw Lumen: 2376LM Effective Lumen: 1380LM Beam Pattern: Spot	$203.53	
10	Force America Hydraulic Package - Stucchi Upgrade	**Supply and Install** **Force America: Hydraulic Package** - Front-mounted Pump (FEPTO) * *Hardware & Mounting kit provided* - Pump Shut-off Valve - Temp / Level Sender Unit - GEN 2 VT-35 w/ Poly Lid - In Tank Return Filter - Sight / Temp Gauge - Filler Breather - Magnetic Drain Plug - 100 Mesh Suction Strainer **Force America: 6100 Gen 5 Can Bus Spreader Control Tower** * *Centered on Cab floor* Valve Details: - 3000 PSI Max - Double Acting Hoist with 500 PSI Downside Relief - Double Acting Plow Lift with Integrated Power Float and 500 PSI Downside Relief - Double Acting Plow Angle - Double Acting Wing Toe With Integrated Counterbalance Valve - Double Acting Wing Heel With Integrated Counterbalance Valve - 0-14 GPM Auger Forward and Reverse - 0-7 GPM Prewet - 0-14 GPM Direct - 0-7 GPM Spinner - Dual Axis Joystick for Plow Control w/ Spreader Push Button - Single Axis Joystick for Hoist Control w/ Interlock Push Button - Auger Feedback Harness & Sensor - Direct Liquid Application Module and Harnessing - Truck Mount ISO Bus Kit - Wireless ARC Sensor kit w/ Mount	$56,692.58	

Item	Description	Item Details	Price	
11	Municipal Rear Hitch Plate & Accessories - 3/4"	**Supply and Install** **Rear Hitch & Accessories** - Rear Hitch Plate w/ OEM DOT Lighting ** *Paint Black* - Trailer Glad Hands - 20 Ton Pintle; Std - Brake Controller - Trailer Provisions - 7 Pole - Mud Flaps and Brackets - Hydraulic Fitting Plate on Curbside for Sander Accessories	$3,203.67	
12	Weight Slip & 2nd Stage MSO	**Supply** Provide weight slip and 2nd stage MSO Copy of slip to be placed in glove box Original slip and 2nd stage MSO mailed	$150.00	
13	Force America: Camera System - Backup	**Supply and Install** **Force America: 6100 Camera System** Camera 1: Backup ** *Installed into rear hitch area*	$715.06	
14	Force America: Camera System - Cabshield (Load Area)	**Supply and Install** **Force America: 6100 Camera System** Camera 2: Cabshield - Rear Facing ** *Installed centered on cabshield, facing load area*	$715.06	
15	Force America: Camera System - Wing Operation	**Supply and Install** **Force America: 6100 Camera System** Camera 3: Wing Operation ** *Install on rear wing mount to view operation*	$713.06	
16	LED Wing Whip Light - Blue	**Supply and Install** **SafetyWhips® : 4' Blue LED Whip** - CDOT selected whip light - Super Duty, Fully Lit - Threaded Base Connection - Orange Flag w/ Reflective Yellow "X" (Optional) ** *Install as low as possible to reduce overall height of light when in stowed position. Mounting location recommended to be near the base of the wing heel.* ** *Install wiring on same circuit of Whelen Wing Tip strobe (Amber).*	$792.24	

Item	Description	Item Details	Price	
17	Laserline: Wing Guidance System (Complete)	**Supply and Install** **Laserline: Wing Guidance System - GL3000PMC** - 5mW Green Laser - Pneumatic blast function to remove debris - Control Panel ** *Installed onto Force America Tower* ** *Laser mounted to Cab roof, curbside using appropriate backing plate*	$4,356.06	

Total: $242,655.75

See last page for Terms and Conditions

(Plus any applicable taxes and additional options selected)

UPFIT TERMS

At Holman, we have built a strong brand and reputation for our work truck upfitting services. We seek to treat all of our customers as long-term business partners, providing best-in-class upfitting with the most efficient and effective methods in the industry. These Terms clarify the terms of our relationship with You. Holman's acceptance of any order is expressly limited to Your acceptance of these terms. Holman objects to any different or additional terms. If You are a party to a definitive written upfitting contract ("Definitive Contract") duly executed by You and authorized representatives of Holman, then Your Definitive Contract governs. In these Terms, "You" or "Your" means the legal entity which houses Your business, or Your applicable affiliate(s), in the event any Order is placed on behalf of Your affiliate(s).

Your purchase of vehicles and upfit services (including equipment and components) from Holman, and Your submission of a purchase order ("Order") for upfit services is Your acceptance of these Terms as binding. Holman may, from time to time, modify these Terms without prior notice to You. You will need to regularly review these Terms for modification. When these Terms are modified, the effective date shall be updated to the effective date of the modification.

1. **Your Order**.

1.1 Your Order is not cancellable (in whole or in part) at any time later than 5 business days after the date on which Holman receives your Order, as shown by the electronic delivery time stamp in Holman's system, or other means. If You cancel Your Order after such 5-business day period, then You are responsible to pay any freight or transportation fees related to the vehicle(s), equipment, or materials Holman has ordered or received to fulfill Your Order, in addition to any restocking fees, administrative charges and storage fees to the extent applicable. The price for Your Order is subject to adjustment by Holman at any time. Holman will provide You notice (which may occur via email, or telephone call) of any such adjustment to the Order price.

1.2 If Holman has commenced work on a vehicle, Your Order is not cancellable under any circumstance. For the avoidance of doubt, upon Holman's commencement of work for Your Order, You shall accept delivery of the applicable vehicle(s) and shall be liable to pay any fees related to Your Order in full.

1.3 Modifications or Revisions to Your Order. You may request reasonable modifications by submitting a revised purchase order to Holman. Holman reserves the right to accept or reject any revised purchased order in its sole discretion. Any such revised purchase order is not a binding Order unless and until Holman confirms its acceptance to You in writing. Holman reserves the right to complete the original Order (and issue an invoice for the original Order as set forth in Section 2), and may then require a new Order to account for the requested modifications. Any modification to an Order may result in additional expenses to Holman (e.g., expedited freight, duplicated administrative processes, additional material and labor expenses), therefore Holman may charge You reasonable modification fees (in addition to any fees under the Order). You understand modification fees may escalate depending on the timing of the modification request.

1.4 **Fitment**. Any quoted items with "!" to the right of the price indicates fitment information was not available at time of quote. Pricing was estimated based on previous years costs for budgetary purposes but pricing could change as fitment info is confirmed.

2. **Payment Terms**. Holman will invoice You upon completion of services for Your Order, unless otherwise agreed by Holman in writing. Invoiced amounts include sales and other taxes, and any other governmental charges, excluding taxes on Holman's income. Invoiced amounts also include shipping, freight, and other reasonable expenses. Invoices are due for payment in full within 30 days after the invoice date. Amounts not paid when due, bear interest from the due date at 0.5% per month.

3. **Shipment and Delivery**. Holman will arrange for shipment and if requested, Holman will engage Your designated carrier(s). Holman will ship to Your designated receiving point, and prices are FOB shipping point, with risk of loss borne by You.

4. **Risk of Loss**. Risk of loss to Your vehicle or equipment is borne by You, even when in Holman's possession, or in possession of Holman's designee, except where such loss is a direct result of Holman's negligence. For the avoidance of doubt, You will bear risk of loss for any damage to vehicles or equipment where such loss results from a Force Majeure Event (as defined in Section 15).

5. **Inspection and Acceptance of Goods**. You will inspect the vehicles upon delivery, and You are deemed to have accepted the vehicles unless You notify Holman to the contrary within 15 days following delivery. If You provide such notice of non-acceptance, then Holman may choose, in its sole discretion, to repair the vehicle(s). If Holman choose to repair the vehicle(s), then Holman will either dispatch technicians to Your location(s), or direct You to transport the Vehicle(s) to Holman's designated repair location. Repairs due to our negligence will be at Holman's expense. Transportation charges and all other repairs will be Your expense. Repair is Your exclusive remedy for rejected Vehicles.

6. **Rights**. If You fail to pay invoices in a timely manner, or otherwise breach these Terms, then Holman may suspend work on your Order(s), without penalty, liability or obligation, and pursue all remedies available.

7. **Customer Obligations**.

7.1 You must provide Holman with certain information (the "Vehicle Information") within 14 days of the chassis order date. Vehicle Information includes but is not limited to (i) required equipment and specification approval, and (ii) vehicle identification information (e.g., factory order number). Vehicle chassis that arrive without receipt of the Vehicle Information described herein may be subject to reasonable administrative and/or parking fees at Holman's sole discretion ("Parking Fees").

7.2 Vehicles located on Holman's premises or on the premises of Holman's designee, for a period of time greater than or equal to 14 days following the build-completion date as shown by the electronic time stamp in Holman's system, may be subject to Parking Fees. Holman may adjust the Parking Fees at any time with notice to You. Holman will invoice You any applicable Parking Fees on a monthly basis until the vehicle is no longer in possession of Holman or its designee.

7.3 Holman is not responsible to provide upkeep or maintenance (e.g., battery replacement, tire maintenance) for any vehicle where such vehicle is subject to Parking Fees.

8. **Confidential Information**. Neither party will disclose the other party's non-public confidential information which is marked on its face as confidential or in an accompanying writing, or should otherwise be deemed confidential by a reasonable person under the circumstances, provided Holman may share Your confidential information with its affiliates to the extent reasonably necessary to provide services to You. Holman may present ideas and concepts in performing its work, and Holman retains all right to use those ideas and concepts, and other know-how, in Our business.

9. **Compliance with Laws**. Each party shall comply with all applicable laws.

10. **Warranty**. Holman's Warranty to You limited to the Holman Upfit Warranty program, incorporated herein by reference, and which may be provided to You upon request. ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT. Any indemnification or other liability Holman might owe is strictly limited to third party claims of death, bodily injury or property damage caused solely and directly by Holman's negligence, gross negligence, or willful misconduct.

11. **LIMITATION OF LIABILITY**. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES.

12. **Notices**. Any notice required or permitted under these Terms shall be in a writing, signed by the notifying party and delivered by hand or recognized overnight courier, or mailed by US mail, postage prepaid, registered or certified, return receipt requested, addressed to Holman at 1420 Brewster Creek Boulevard, Bartlett, IL 60103. Notice is given when received as evidenced by the delivery receipt or if receipt is refused, the first date receipt is refused as evidenced by the delivery receipt. Notice to You shall be at Your address of record on Your most recent order.

13. **Severability**. If any of these Terms is unenforceable in any jurisdiction, such unenforceability shall not affect the rest of these Terms. On a determination that any term is unenforceable, the court may modify these Terms to give effect to the original intent of the parties.

14. **Choice of Law and Venue**. These Terms are governed by New Jersey law, without regard to its conflict of laws rules, and the UN Convention on the International Sale of Goods is excluded. Any litigation under these Terms shall be commenced and maintained in US District Court, District of New Jersey, sitting in Camden, New Jersey, or if jurisdiction is lacking, in New Jersey state court, sitting in Burlington County, New Jersey. **Each party waives the right to jury trial.**

15. **Force Majeure**. Holman shall not be liable for, nor be deemed to have defaulted under these Terms, for any failure or delay in performing any services (except for obligations to make payments), when and to the extent the failure or delay is caused by or results from acts beyond the impacted party's reasonable control (including but not limited to natural disasters, hail, floods, or other weather events, epidemics, pandemics and other public health threats, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of law, national or regional emergency, strikes, labor stoppages or slowdowns, or shortage of adequate power or transportation) (each, a "Force Majeure Event").

16. **Waiver**. No waiver by Holman of any of these Terms is effective unless in writing and signed by an authorized representative of Holman. No failure by Holman to exercise, or delay in exercising, any right or remedy arising from these Holman Terms is or shall be a waiver thereof. No single or partial exercise of any right or remedy hereunder limits any other or further exercise thereof or the exercise of any other right or remedy.

Accepted By: _____ Date: _____

COLORADO
Department of Transportation

NOTICE OF AWARD RENEWAL
COLORADO DEPARTMENT OF TRANSPORTATION

AWARD NUMBER 371002039 (THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)	**Re: Invitation For Bid # HAA IFB 24-052 RM** ***Truck Bodies and Attachments for Class 8 Trucks*** Period Covered: 04/18/2024 through 04/17/2025 FOUR (4) possible renewal options remaining
VENDOR NO. 1106277 **VENDOR NAME:** Auto Truck Group **ADDRESS:** 1420 Brewster Creek Blvd Bartlett IL 60103 **CONTACT:** Jake Yezek **PHONE:** 720-413-9986 **EMAIL:** jake.yezek@holman.com **DELIVERY:** 180 days after receipt of chassis	INVOICE TO: Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions **COMMODITY NUMBERS:** 07051

This award is for ***Truck Bodies and Attachments for Class 8 Trucks*** per the terms and conditions of CDOT IFB 24-052 RM and this award.

Item	*Make and Model of Product Offered*	*Unit Price of Each $*
15' Dump	See additional pages	$33,769
14' V-box Combo Unit	See additional pages	$40,444
Liquid Anti-Icing System	See additional pages	$23,800
12' Colorado Plow	See additional pages	$17,004
Patrol Wing	See additional pages	$11,137
Hydraulic Control System	See additional pages	$67,480

Conditions of Award: Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an "as needed" basis beginning 04/18/2024, with (4) FOUR, one-year renewal periods, at CDOT option. This agreement is in year 1 of 5 possible years total. Prices shall be firm through the first 12 months of award. **Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days** prior to the proposed effective date of such change. A new award notice will be issued for each additional renewal year that CDOT selects. EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.
NOTE: THIS AWARD IS A NOTICE OF INTENT TO PURCHASE ONLY. VARIOUS CDOT PERSONNEL AS NEEDED WILL ORDER MATERIALS. MATERIAL ORDERED BY CDOT THAT COST $5000.00 OR MORE PER ITEM, OR AGGREGATE, MUST BE ORDERED VIA PURCHASE ORDER. OTHER COLORADO STATE AGENCIES, INSTITUTIONS OR POLITICAL SUBDIVISIONS MAY ORDER MATERIALS BASED ON THIS AWARD. AGENCIES OTHER THAN CDOT ORDERING MATERIAL BASED ON THIS AWARD MUST ORDER VIA THEIR OWN PURCHASE ORDER SYSTEM.

Please direct inquiries on this award to CDOT Purchasing, Phone: 303 757 9618 Email: Jeremy.roth@state.co.us	Approved By: Jeremy Roth, Purchasing Agent

SUBJECT: **RESOLUTION NO. 25, SERIES 2025 – A RESOLUTION APPROVING A SUBAWARD AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING A GRANT FOR THE CITY'S TRAFFIC SIGNAL TECHNOLOGY UPGRADE PROJECT**

DATE: **APRIL 15, 2025**

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

SUMMARY:
Staff recommends approval and execution of an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for the Traffic Signal Technology Grant. This project will enhance traffic management infrastructure, reduce congestion, and improve emergency response times by upgrading outdated traffic signal equipment in Louisville. The funding breakdown for the Traffic Signal Technology Grant is as follows:

- Grant Total (Procurement): $658,292
- Federal Grant (Procurement): $545,000 (82.79%)
- City Match (Procurement): $113,292 (17.21%)

The City will fund the installation using local dollars only – Currently estimated at $200,000 and available within the adopted 2025 project budget, bringing the total estimated project costs to $858,292.

PROJECT DETAILS:

The City of Louisville's traffic signals require regular maintenance to ensure efficient and safe operation. However, many traffic signal components are outdated and no longer supported. Replacing this equipment will improve safety, reduce emergency response times, reduce congestion, optimize intersection timing, and enhance regional coordination.

In 2023, staff applied for and received a Denver Regional Council of Governments (DRCOG) Technology Grant to fund the procurement of upgraded traffic signal equipment. The grant will cover 82.79% of eligible costs, with the City providing a 17.21% match. The equipment will be installed by Lighthouse, the City's traffic signal contractor, under their existing maintenance agreement. Lighthouse was awarded the 3-year Traffic Signal Maintenance contract through a competitive public process in 2024.

With this grant, the City will be able to:

- Replace approximately seven (7) outdated and unsupported traffic signal cabinets.
- Replace approximately seven (7) obsolete controllers.
- Install battery backup systems at approximately seven (7) intersections for operational continuity. The selected locations will supplement the existing critical intersections with battery backup ensuring all critical locations will have battery backup.
- Replace aging vehicle detection systems at approximately eleven (11) intersections.
- Install emergency vehicle preemption systems at two (2) critical intersections.

Engineering staff, in collaboration with Fehr and Peers and Lighthouse, conducted a comprehensive evaluation of the City's traffic signal network. Recent timing plan updates were completed along the Dillon Road, South Boulder Road, and McCaslin corridors. Following this, the Traffic Signal Management Plan was developed to prioritize the replacement of obsolete equipment, starting with cabinets, controllers, and vehicle detection systems.

Actual quantities and locations may be adjusted based on current cost estimates to best fit the available budget at time of advertisement. Contract award for signal technology equipment will be brought to City Council at a future date.

This grant will accelerate the replacement of the most critical components, improving overall traffic management and enhancing public safety and better positioning signals for future enhancements.

Please refer to the attached map for locations to receive signal equipment replacement.

FISCAL IMPACT:

As part of the 2025/2026 CIP budget Council authorized $1,094,500 for the procurement and installation of this project. This IGA will reimburse up to $545,000 with grant funding.

This project is anticipated to be completed within the approved budget. The estimated costs of the Traffic Signal Technology Project are as shown below:

Projected Funding

Description	Account	Budget Amount
Traffic Signal Maintenance	301312-660074	$1,094,500

Projected Estimated Expenses (Traffic Signal Maintenance) 301312-660074

Description	Amount
Signal Equipment Procurement – Furnish Only (estimated-Future Council Award)**	($658,292)
Signal Equipment Installation (estimated – Future Council Award)	($200,000)
Total Estimated Expenses:	**($858,292)**
Estimated Remaining Funds	**$236,208**

*** Once this IGA is executed staff will advertise the project to solicit quotes for procurement of the traffic signal technology equipment and actual costs and quantities will be awarded.*

Installation will then be completed by Lighthouse once all equipment is received. Equipment lead times can be significant, anywhere from 6 to 12 months, typically.

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

STAFF RECOMMENDATION:
1) Staff recommends approval of Resolution No. 25, Series 2025
2) Staff recommends Council authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute the Traffic Signal Technology Upgrade IGA on behalf of the City.

*** Please note that the IGA will be emailed to the Mayor and City Clerk through CDOT's DocuSign system at a later date.*

ATTACHMENT(S):
1. Resolution No. 25, Series 2025
2. IGA Contract with CDOT (Final document will be emailed by DocuSign for signature)
3. Map of Signal Upgrade 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. 25
SERIES 2025

A RESOLUTION APPROVING A SUBAWARD AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION CONCERNING A GRANT FOR THE CITY'S TRAFFIC SIGNAL TECHNOLOGY UPGRADE PROJECT

WHEREAS, the City of Louisville has applied for and has been awarded a Surface Transportation Block Grant in the amount of $545,000.000 (the "Grant") from the State of Colorado through the Colorado Department of Transportation ("CDOT") to be used for the City's traffic signal technology upgrade project (the "Project"); and

WHEREAS, the City desires to authorize the Mayor to execute a subaward agreement in order to receive funds under the Grant.

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

Section 1. The City Council hereby approves the Subaward Agreement (the "Agreement") by and between the State of Colorado, acting by and through the Colorado Department of Transportation, and the City of Louisville, for the Grant awarded to the City for the Project, in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the 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.

Section 3. The Mayor, City Manager, and City Staff are hereby authorized and directed to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including without limitation that the Mayor or City Manager are authorized to execute and deliver any certifications, reports, forms, option letters, contract amendments and other documents appropriate or required in connection with the Agreement and completion of the Project to be funded in part with funds received under the Agreement.

PASSED AND ADOPTED this 15th day of April 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	**Agreement Number/PO Number** 25-HTD-ZL-00189 / 491003894
Subrecipient City of Louisville	**Agreement Performance Beginning Date** The Effective Date
	Initial Agreement Expiration Date December 31, 2026
Subaward Agreement Amount Federal Funds (82.79%) $545,000.00 Local Funds Local Match Amount (17.21%) $113,292.00 Agreement Total $658,292.00	**Fund Expenditure End Date** December 31, 2026
	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.

Agreement Purpose
Surface Transportation Block Grant program (STBG) promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Additional Program Requirements.
5. Exhibit E – Title VI-Civil Rights.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions, Exhibit D – Additional Program Requirements, and Exhibit E – Title VI-Civil Rights.
2. Colorado Special Provisions in **§17** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A – Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Michael Snow
Division of Transportation Development
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
michael.snow@state.co.us

For Subrecipient:
Geoffrey Nettleton
City of Louisville
749 Main Street
Louisville, CO 80027
gnettleton@louisvillco.gov

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

SUBRECIPIENT SIGNATURE City of Louisville By:_____ Name: Christopher M. Leh Title: Mayor Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Name:_____ Title:_____ Date: _____
Second Subrecipient Signature, if needed By:_____ Name: Genny Kline Title: Interim City Clerk Date: _____	Third Subrecipient Signature, if needed By:_____ Name:_____ Title:_____ Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Department of Transportation

Effective Date:_____

TABLE OF CONTENTS

1. PARTIES 3
2. TERM AND EFFECTIVE DATE 3
3. DEFINITIONS 4
4. STATEMENT OF WORK AND BUDGET 6
5. PAYMENTS TO SUBRECIPIENT 6
6. REPORTING - NOTIFICATION 8
7. SUBRECIPIENT RECORDS 9
8. CONFIDENTIAL INFORMATION - STATE RECORDS 9
9. CONFLICTS OF INTEREST 11
10. INSURANCE 11
11. BREACH OF AGREEMENT 12
12. REMEDIES 13
13. DISPUTE RESOLUTION 14
14. NOTICES and REPRESENTATIVES 14
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 15
16. GENERAL PROVISIONS 15
17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 17

1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the "Subrecipient"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in Exhibit A.

E. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

H. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.

I. "**End of Term Extension**" means the time period defined in **§2.D**.

J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "**Extension Term**" means the time period defined in **§2.C**.

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Federal Highway Administration (FHWA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

N. "**FHWA**" means Federal Highway Administration.

O. "**Goods**" means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.

P. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq*., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. "**Initial Term**" means the time period defined in **§2.B**.

S. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

T. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

U. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

V. "**Recipient**" means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.

W. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

X. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Y. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

Z. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

AA. "**State Records**" means any and all State data, information, and records, regardless of physical form.

BB. "**Subaward Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

CC. "**Subcontractor**" means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.

DD. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

EE. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

FF. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination.

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the

Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in §5.E., Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

F. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of

the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-

103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§14** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force**

workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification

program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

RTO&T Grant Subaward
Louisville Signal Technology Upgrade

Federal award required identification.

- SAMS UEI: QWGUQ6YPC8Z8
- Subawardee Name (as listed in SAMS): City of Louisville
- Subawardee Address:

  749 Main Street, Louisville, CO 80027
- Amount of Subaward (federal only): **$545,000.00**
- Subawardee Principal Place of Performance: Boulder, CO
- CFDA number: 20.205
- Project Manager Name, Title, Address, Phone, email:

  Geoffrey Nettleton, Civil Engineer III
  749 Main Street, Louisville, CO 80027
  303-335-4603
  gnettleton@louisvillco.gov

- Anticipated Project timeline: **Spring 2025 – Fall 2026**

Scope of Work
This project seeks to add new or upgrade outdated hardware at multiple intersections throughout Louisville. Improvements proposed include upgrades of signal cabinets, battery backup, improvements to signal and advanced detection, and emergency pre-emption. The system will function like other modern traffic signal systems in the region, and Louisville will leverage its investment in signal management software to maximize the operational and safety benefits to be gained from these hardware upgrades. This project will create a great baseline of hardware and software that is able to easily implement newer technology and software solutions that can aid in regional collaboration.

Budget:

STBG – Urban (82.79%)	
FY25:	$545,000.00
Local match funding (17.21%):	$113,292.00
Grant Contract Total:	**$658,292.00**
Overmatch – Local:	$86,788.00
Project Total:	$745,080.00

Product Cost Estimates:

City of Louisville DRCOG Technology Grant Cost Estimates			
Item	Qty	Cost	Total
TS1 to TS2 Signal Cabinets	7	$30,000	$210,000
Battery Backups	13	$15,000	$195,000
Camera Detection	9	$24,000	$216,000
Emergency Pre-Emption	16	$7,050	$112,800
Contingency/Misc Items	10%		$11,280
		Total Cost	$745,080

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds $0.00 Agreement Total $0.00	**Option Agreement Number** Insert CMS number or Other Contract Number of this Option **Agreement Performance Beginning Date** The later of the Effective Date or Month, Day, Year **Current Agreement Expiration Date** Month, Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Name:_____ Title:_____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Department of Transportation Option Letter Effective Date: _____

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with

respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT D, ADDITONAL PROGRAM REQUIREMENTS

A. Work

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out alla ctivities desdribed and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objetives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
2.) Monitoring and Evaluating the program effectiveness;
3.) The promotion of congestion mitigation and air quality program(s) by employers;
4.) Submittal of an annual report to CDOT; and,

B. Notice

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

C. Staff/Consultant Services

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments. SUBRECIPIENT shall notify CDOT in writing before executing any Agreement for consultant Services which utilizes Grant funding.

D. Statement of Work and Budget Amendment

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

E. Limited Availability of Funds

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 §USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

F. Additional Funds Use

Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

G. Billing, Reimbursement, and Allowable Costs

1.) **Reimbursement**

The Parties hereto exprssly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

2.) **Allowable Costs**

CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Fnds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement. Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

H. Allowable and Indirect Costs

Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

a) Any costs incurred by the Subrecipient before the execution of the Agreement.

b) Any costs incurred by the Subrecipient that are not included in **Exhibit A**.

c) Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.

d) Memberships, subscriptions, and professional activities, which do not meet the following requirements:

(1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;

(2). Costs of subscriptions to business, professional, and technical periodicals;

(3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or

(4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.

e) Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred fo rofficial functions shall be approved bythe responsible MPO or Subrecipient official.

I. Disallow Costs

CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

J. Reimbursement Waiver

Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

K. Certification

Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

a) The costs are allowable, and therefore reimburseable;

b) The expenditure amount for that time period is correct;

c) The agreed upon Work has been performed and/or Work Product has been produced;

d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and

e) Reimbursements are being requested in accordance with the terms of this Agreement.

L. Expenditures

Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

i. Budgetted amount;

ii. Expenditures for current billing cycle and year-to-date;

iii. Unexpended balance after current cycle;

iv. Percent expended year-to-date; and

v. Copies of Subcontractors invoices, if applicable.

M. Invoice

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

N. Final Report

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

1.) Final accompishments by activities; and

2.) Status of uncompleted products; and
3.) Accomplishment of performance measures; and
4.) Actual expenditures for the Program Period.

O. Reporting Guidance

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

P. Monitoring

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

1.) Comparison of actual performance with established goals during the program and once the program is complete;
2.) Progress in meeting schedules;
3.) Comparison of budgeted (approved) amounts and actual costs incurred;
4.) Cost variances to budget;
5.) Approved program revisions; and
6.) Other supporting data.

Q. Performance, Progress, Personnel, and Funds

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) **Monitoring Documents**
CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) **Monitoring Meetings**
Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resource allocations, and billings.

3.) **Progress and Financial Reports**
CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

R. Noncompliance

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

S. Additional Requirements for Rights in Data, Documents, and Computer Software

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". Published materials include any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of CDOT, and Subrecipient.

Patents: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient 's subject inventions."

T. 2 CFR 200 Subpart F

In accordance with the provisions of 2 CFR 200: "Audits of States, Local Governments, and Nonprofit Organizations", all nonfederal entities including state and local government and non-profit organizations, receiving more than $750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200is required in the following manner:

a) If the Subcontractor expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

b) If the Subcontractor expends more than $750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

c) If the Subcontractor expends more than $750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

d) Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

U. Final Audit Report

If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

EXHIBIT E, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT's DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.


Items by Intersection
Battery Backup
Cabinet
Preemption
Controller
Detection
W Pine St
W Cherry St
Cherry St
W Dillon Rd
Image © 2025 Airbus
Google Earth

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10A

SUBJECT: **UPDATE FROM THE LOUISVILLE CHAMBER OF COMMERCE**

DATE: **APRIL 15, 2025**

PRESENTED BY: **VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER**

SUMMARY:
The Economic Vitality team works closely with the Louisville Chamber to support businesses throughout Louisville. Staff attends board meetings and events hosted by the Chamber and regularly communicates with Chamber staff and board members. Many referrals are made both ways from the Louisville Chamber and Economic Vitality to support business needs and provide services.

In July 2024, Gillian Millar took over as the Executive Director for the Louisville Chamber. She is here today to present a year in review update as well as plans for 2025 and beyond. Some highlights include

- An expanded Advocacy Program
- Reinvigoration of Signature Events, such as State of the City, and many sold out events, such as Dinner on Main.
- Updated membership tiers and offerings
- New website and membership database
- Attendance at Economic Vitality Day

Staff works closely with the Louisville Chamber and is excited to see continued engagement and growth.

FISCAL IMPACT:
The City of Louisville partners with the Louisville Chamber to support programing as well as highlight City departments as members. Louisville Economic Vitality has a $30,000 agreement per year with the Chamber to support programming and pays for the City's membership.

RECOMMENDATION:
Informational Item Only

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
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10B

SUBJECT: **LANDMARK DESIGNATION & GRANT REQUEST – 600 PINE ST.**

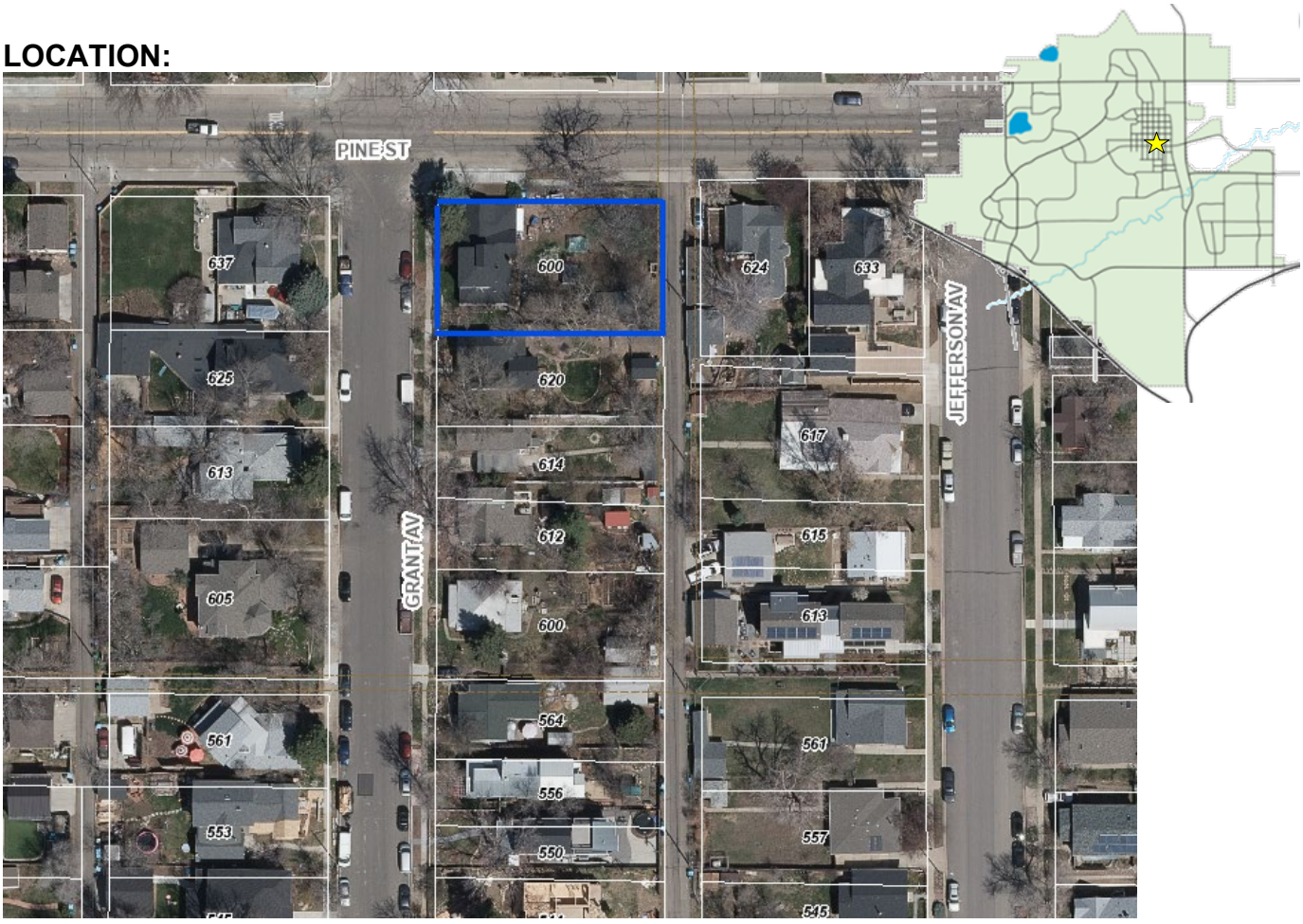
i. **RESOLUTION NO. 26, SERIES 2025– A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 600 PINE STREET**

ii. **RESOLUTION NO. 27, SERIES 2025 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE MALCOLM HOUSE LOCATED AT 600 PINE STREET**

DATE: **APRIL 15, 2025**

PRESENTED BY: **EMILY CLINE-GIBSON, PLANNER II**

LOCATION:



SUMMARY:
The applicant is requesting:

- Landmark designation.
- Grant amount of up to $4,250.

Historic Preservation Commission (HPC) recommendations:

- HPC recommends approval of the Landmark request.
- HPC recommends approval of a Preservation and Restoration Grant request of $4,250 with the condition that chimney cricket repairs and water mitigation efforts are included in the scope of work. HPC recommends up to an additional $1,500 in matching grant funds for such repairs, for a total Preservation and Restoration Grant amount of $5,750.

Staff recommendations:

- Staff recommends approval of the Landmark request.
- Staff recommends approval of a Preservation and Restoration Grant request of up to $5,750.

HISTORICAL BACKGROUND:
Information from Bridget Bacon, Louisville Historical Museum

For several decades, this was the home of Joseph ("Joe") and Bertha Malcolm and was the location of Joe's insurance business. Today, it is the residence of their grandson and his wife. 600 Pine is located in the Pleasant Hill Subdivision, which was platted in 1894. John A. Williams owned the property from 1904 until 1919 and was believed to have had the house constructed. There is evidence that Williams rented out the house to Royal Thompson, who was employed at the Louisville Milling & Elevator Co. (now known as the Louisville Grain Elevator), and his wife, Lulu Belle Thompson.

In 1919, Joe Malcolm purchased the property. It is still owned by members of the Malcolm family, ninety-four years later. Joe grew up in Nebraska and served in the Spanish-American War around 1899-1900. At the time of his death in 1975, he was the last surviving Spanish-American War veteran in Boulder County. Joe and his wife, Bertha, moved to Louisville in 1903, where Joe had a barber shop on Main Street.

From about 1920 until 1955, Joe had an insurance business, which he ran out of his home at 600 Pine. Joe was president of the Louisville School Board for twenty-one years and was active in other organizations as well, including the Louisville Lions Club and the Order of the Easter Star. Bertha is also remembered for all that she did for the Louisville community. She became active in the Saturday Study Club, a women's organization that brought culture to Louisville and managed the small library. Records indicate that she was also involved in the Pioneer Club, which overlapped in

membership with the Saturday Study Club. Bertha died in 1966 at the age of 84, and Joe died in 1975 at the age of 97.

Joseph W. Malcolm, Jr., born in 1918, served in the Marine Corps for over thirty years. His obituary stated that he was a veteran of World War II, the Korean War, and the Vietnam War, specializing in tanks and amphibious tractors. He received the Legion of Merit and Bronze Star. Records indicate that he and his wife, Claire, made their home in Boulder.

In 1978, following the deaths of his parents, the then-owner of 600 Pine, Joseph Malcolm, Jr., conveyed 600 Pine to his son, Joseph W. Malcolm III, and his wife, Victoria Malcolm. They are the current owners.

ARCHITECTURAL INTEGRITY:
The PaleoWest Historic Context, *Stories in Places*, lists 600 Pine as a Queen Anne-style structure, likely due to the gable facing Pine Street, which has scalloped-shaped shingles, Folk Victorian ornamentation, and bargeboard. The gable also creates a sense of asymmetrical massing from the Pine Street view. Its Queen Anne stylings are less ornate or apparent than other examples of Queen Anne in Louisville, such as 741 Lincoln Avenue or 1045 La Farge Avenue. The Historic Structure Assessment (HSA), which was completed on the property in 2024, contains the following description:

> *The property is cross-gabled with one gable-front facing Pine Street and the second gable-front facing the east yard. The home has been heavily modified over the years, with a one-story hip roof addition on the northeastern corner between the two gable ends, a pop-top half-story hip roof addition above the center of the home offset to the southwest, and an enclosed porch on the south elevation.*

The one-story addition was constructed prior to 1948, and the porch is believed to be enclosed between 1948 and 1958. There is also a second-story addition which was constructed in 1985. First-story windows appear to be original, and consist of double-hung, one-over-one wood windows with rope and pully counterbalances. Windows on the enclosed porch and second story are not original.



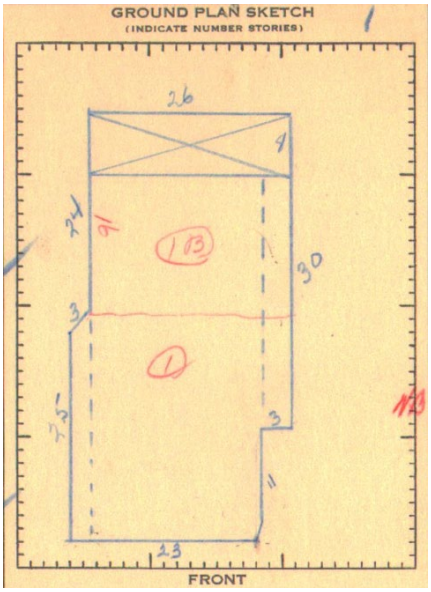


Photo and floor plan of the subject property from the 1948 Assessor's Card.



Present-day image of 600 Pine Street.



Present-day image of 600 Pine Street.

HISTORICAL SIGNIFICANCE ANALYSIS AND CRITERIA FOR LISTING AS LOCAL LANDMARK:

In order to receive a City Landmark designation, landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A).

Staff analysis of the criteria is as follows:

Sec. 15.36.050. - Criteria for Designation

Criteria	Meets Criteria	Evaluation
A. *Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in this chapter.*	**Yes**	600 Pine St was constructed around 1905, making it approximately 120 years old.

Criteria	Meets Criteria	Evaluation
1. a. Architectural. ***1) Exemplifies specific elements of an architectural style or period.*** *2) Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.* *3) Demonstrates superior craftsmanship or high artistic value.* *4) Represents an innovation in construction, materials or design.* *5) Style particularly associated with the Louisville area.* *6) Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.* *7) Pattern or grouping of elements representing at least one of the above criteria.* *8) Significant historic remodel.*	**Yes**	Architectural Significance - *Exemplifies specific elements of an architectural style or period.* • Queen Anne style is relatively rare in Louisville. • Style largely maintained in front/Pine Street portion of structure. • 1980s addition altered massing of original home.

Criteria	Meets Criteria	Evaluation
1. b. Social. *1) Site of historic event that had an effect upon society.* ***2) Exemplifies cultural, political, economic or social heritage of the community.*** *3) Association with a notable person or the work of a notable person.*	**Yes**	Social Significance - *Exemplifies cultural, political, economic or social heritage of the community.* • Single-family ownership since 1919, over 100 years. • Military service (Spanish-American War, WWII, Korean War, Vietnam War). • Service economy/downtown businesses (barbershop, insurance). • Joe Malcolm advertisement shown on Rex Theatre curtain, on display at Louisville Historical Museum. • Women's social clubs and community services.
1. c. Geographic/environmental. ***1) Enhances sense of identity of the community.*** *2) An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.*	**Yes**	The historic location of the house helps to create a sense of neighborhood identity.

Criteria	Meets Criteria	Evaluation
3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:* a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.* ***b. Retains original design features, materials and/or character.*** ***c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*** d. *Has been accurately reconstructed or restored based on historic documentation.*	**Yes**	*Retains original design features, materials and/or character.* • The first-story windows are original to the house • The Queen Anne architectural style and ornamental features have largely been preserved. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.* • The structure has not been moved.

ALTERATION CERTIFICATE REQUEST:
The applicant received Historic Preservation Commission (HPC) approval of an Alternation Certificate as part of the HPC review of the Landmark and Grant requests. The HPC is the final decision maker on the Alternation Certificate, but the Landmark and Grant Requests must also be approved by City Council. Alteration Certificate requests are tied to Landmark and Grant requests to ensure the work proposed for grant funding would not affect a property's historical integrity for landmarking.

The proposed Alteration Certificate covers the following:

- Repairs on existing chimney. Demolish chimney to ground-level and rebuild using similar bricks to existing height.

GRANT REQUEST:
The applicant is requesting approval of a Preservation and Restoration Grant for rehabilitation work to reconstruct the existing chimney. The total estimated cost of the project is $8,500.00 and the total requested grant amount is $4,250.00. This grant would be in addition to the $5,000 signing bonus for landmarking the structure and the $4,000 grant for the Historic Structure Assessment previously approved for the property.

A Historic Structure Assessment was previously done for the property, completed by Stewart Architecture and Planning in 2024 and paid for by the Historic Preservation Fund. The Assessment (Attachment 8) lists chimney repairs as a high priority item in the Preservation Plan.

COST ESTIMATE OF PROPOSED WORK: $8,500
REQUESTED PRES. & REST. GRANT AMOUNT: $4,250
MATCHING PRES. & REST. GRANT MAXIMUM UNDER SECTION 8: $40,000

Preservation and Restoration Grant:
Under Resolution No. 17, Series 2019, residential applicants are eligible for a $5,000 unmatched incentive grant as a Landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the Landmark and grant agreements. The remaining $40,000 grant shall be conditioned based on the applicant matching one hundred percent of the amount for approved work. Approved work must fall under the categories of preservation, rehabilitation, and restoration.

> **Preservation** *is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.*
>
> **Rehabilitation** *is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.*
>
> **Restoration** *is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.*

Staff reviewed the Preservation and Restoration Grant request by evaluating whether the requested item qualified for grant funding as either preservation, rehabilitation, or restoration. Findings are summarized in the following table.

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.				
Requests		**Analysis**		**Requested under extraordinary circumstances?**
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Chimney repairs – Remove existing chimney and rebuild using similar bricks	$8,500	Rehab.	✓	No
Total Project Cost	$8,500			
Total Requested	$4,250	Half of the estimated project cost.		
Total Recommended	$5,750	Additional $1,500 in matching funds for cricket repairs.		

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:
The Historic Preservation Commission (HPC) held a public hearing on the application on March 17, 2025. The commissioners voted to recommend approval of the local landmark designation. The HPC discussed the potential need for roof drainage systems that the contractor may have not included in the scope of work proposed for the Historic Preservation Fund grant request. Based on the potential for this additional scope of work, the HPC voted to recommend approval of the full Historic Preservation Fund grant request of $4,250 with the condition that if chimney cricket repairs and associated water mitigation efforts are needed, that the grant include an additional $1,500 in matching grant funds to cover the cost of the additional water mitigation work, for a total recommended amount of $5,750.

Staff agree with the HPC recommended increased grant amounts.

Minutes for this meeting have not yet been drafted. Thus, staff are providing a link to the hearing video. LINK

PUBLIC COMMENT:
No public comments were received for this application.

FISCAL IMPACT:
Approval of the grant request allows for matched grants of up to $5,750 plus a $5,000 landmark incentive grant (unmatched). The unencumbered fund balance is estimated at

over $3M and the average income of the Fund over the past two years is approximately $885,000, thus, staff finds there are adequate funds to support the request.

PROGRAM/SUB-PROGRAM IMPACT:
The application meets the Community Design program goals and sub-program objectives by providing incentives to preserve the historic character of Old Town and to encourage the promotion and preservation of Louisville's history and cultural heritage.

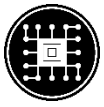
STAFF RECOMMENDATION:

- Approval of Resolution No. 26, Series 2025, approving the landmark designation at 600 Pine Street, to be named the Malcolm House.
- Approval of Resolution No. 27, Series 2025, approving grant requests of up to $5,750.

ATTACHMENTS:

1. Resolution 26, Series 2025 – Approving Landmark Request
2. Resolution 27, Series 2025 – Approving Grant Request
3. HPC Resolution No. 4, Series 2025 – Recommending Approval of Landmark Request
4. HPC Resolution No. 5, Series 2025 – Approving Alternation Certificate
5. HPC Resolution No. 6, Series 2025 – Recommending Approval of Grant Request
6. Application
7. Social History Report
8. Historic Structure Assessment
9. 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**

RESOLUTION NO. 26
SERIES 2025

A RESOLUTION APPROVING A LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 600 PINE STREET.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 600 Pine Street, legally described as Lots 1-3, Block 12, Pleasant Hill, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the HPC and City Council have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC and City Council held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 600 Pine Street (the Malcolm House) has social significance because it exemplifies the cultural and social heritage of the community considering its association with one Louisville family over the course of a century; and

WHEREAS, 600 Pine Street (the Malcolm House) has architectural significance because it has architectural integrity that is representative of the built environment in 1920s Louisville; and

WHEREAS, the City Council finds that these and other characteristics specific to the Malcolm House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

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

1. The application to landmark the property at 600 Pine Street be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's cultural and social heritage.
2. The City Council approve the landmark incentive grant in the amount of $5,000.

PASSED AND ADOPTED this 15TH Day of April, 2025.

By: _____
Christopher M. Leh, Mayor

Attest:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 27
SERIES 2025

A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE MALCOLM HOUSE LOCATED AT 600 PINE STREET

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Malcolm House, a historic residential structure located at 600 Pine Street, on the property legally described as Lots 1-3, Block 12, Pleasant Hill, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC and City Council have held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

WHEREAS, the Historic Preservation Commission and City Council find that these proposed improvements will assist in the preservation of the Malcolm House, which is to be landmarked by the City;

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

The City Council approves the proposed Preservation and Restoration Grant application for the Malcolm House, in the amount of $5,750 for work as described in the attached Exhibit A.

PASSED AND ADOPTED this 15th Day of April 2025.

By: _____
Christopher M. Leh, Mayor

Attest:

_____
Genny Kline, Interim City Clerk

EXHIBIT A

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.				
Requests		**Analysis**		**Requested under extraordinary circumstances?**
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Chimney repairs – Remove existing chimney and rebuild using similar bricks	$8,500	Rehab.	✓	No
Total Project Cost	$8,500			
Total Requested	$4,250	Half of the estimated project cost.		
Total Recommended	$5,750	Additional $1,500 in matching funds for cricket repairs.		

RESOLUTION NO. 4
SERIES 2025

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE LANDMARK DESIGNATION FOR A HISTORICAL RESIDENTIAL PROPERTY LOCATED AT 600 PINE STREET.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical property located at 600 Pine Street, legally described as Lots 1-3, Block 12, Pleasant Hill; and

WHEREAS, the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 600 Pine Street (the Malcolm House) has social significance because it exemplifies the cultural, political, economic, or social heritage of the community considering its association with various Louisville families and Louisville's cultural heritage; and

WHEREAS, the property has architectural significance because it has architectural integrity that is representative of the built environment in 1900s Louisville; and

WHEREAS, the HPC finds that these and other characteristics specific to the Malcolm House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The application to landmark the property at 600 Pine Street be approved for the following reasons:
    a. Architectural integrity has been largely maintained over time.
    b. Association with Louisville's heritage.
2. The Historic Preservation Commission recommends the City Council approve the landmark incentive grant in the amount of $5,000.
3. With the amendment that the structure be named the Malcolm House.

PASSED AND ADOPTED this 17th day of March, 2025.

Lynda Haley, Chairperson

RESOLUTION NO. 5
SERIES 2025

A RESOLUTION APPROVING OF AN ALTERATION CERTIFICATE FOR THE MALCOLM HOUSE LOCATED AT 600 PINE STREET FOR EXTERIOR ALTERATIONS.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting an alteration certificate for a historic residential structure located at 600 Pine Street, on property legally described as Lots 1-3, Block 12, Pleasant Hill, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC held a properly noticed public hearing on the proposed alteration certificate on March 17, 2025, where evidence and testimony were entered into the record, including findings in the Louisville Historic Preservation Commission Staff Report.

NOW, THEREFORE, BE IT RESOLVED THAT THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

Does hereby recommend approval of the application for an alteration certificate for the Malcolm House as described in the Staff Report and included in the attached Exhibit A:

PASSED AND ADOPTED this 17th day of March, 2025.

_____
Lynda Haley, Chairperson

RESOLUTION NO. 6
SERIES 2025

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING A PRESERVATION AND RESTORATION GRANT FOR THE MALCOLM HOUSE LOCATED AT 600 PINE STREET.

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Malcolm House, a historic residential structure located at 600 Pine Street on property legally described as Lots 1-3, Block 12, Pleasant Hill, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration grant; and

WHEREAS, the preservation and restoration work being requested includes making repairs to the existing structure; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the Malcolm House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

1. The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant and New Construction Grant application for the Malcolm House, in the amount of **$4,250.00** for work as described in the attached Exhibit A.

PASSED AND ADOPTED this 17th day of March, 2025.

Lynda Haley, Chairperson

City of Louisville
COLORADO • SINCE 1878

Community Development

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

HISTORIC PRESERVATION PROGRAM INTAKE FORM

ADDRESS

600 Pine Street

APPLICATION TYPES

- ☐ Historic Structure Assessment
- ☑ Landmark
- ☑ Historic Preservation Fund Grant
- ☐ Historic Preservation Fund Loan
- ☐ Alteration Certificate
- ☐ Demolition Review

APPLICANT INFORMATION

Name: Victoria Malcolm

Address: 600 Pine St.

Telephone: 303-829-4912

Email: joe3tori2@comcast.net

Applicant Signature:

V Q Malcolm

NOTES

OWNER INFORMATION *(if not applicant)*

Name: Same

Address: _____

Telephone: _____

Email: _____

Owner Signature:

CERTIFICATIONS:

By initialing below, I certify that:

- I understand that any grants provided by the City may be counted as income for tax purposes. VM
- I am the owner of the property at the address above, or have been authorized by the owner to make an application. VM
- I understand that only the property owner may be reimbursed for any and all grants. VM

City of Louisville **Historic Preservation Program**

PRESERVATION & RESTORATION GRANT APPLICATION

APPLICATION MATERIALS REQUIRED (submit final docs to abrackett@louisvilleco.gov)

- ☐ Application form (3 pages)
- ☐ Separate list with detailed descriptions of proposed work
- ☐ Alteration Certificate Application, if relevant (for work that alters the exterior of a property)
- ☐ Optional: Cover letter describing the proposal
- ☐ Optional: Invoices, estimates, and other cost-related materials to support request

GENERAL INFORMATION

Site Address: 600 Pine

Owner Name: Victoria Malcolm

Owner Phone: 303-829-4912

Owner Email: joe3tori2@comcast.net

Owner Representative Name: _____

Owner Rep. Phone: _____

Owner Rep. Email: _____

FILLING OUT THE GRANT TABLE ON PAGE 2

Column 1: Give a title to each line item. Include the same title in your list of descriptions of the work so that it is clear which description corresponds to which estimate.

Column 2: Provide the total cost of the line item.

Column 3: Check if relevant. Work completed within the past 5 years prior to landmarking is eligible for grants.

Total Project Cost: Fill in the total cost of all of the line items.

Half of Total: Divide the total project cost in half. This becomes your Total Grant Request. Preservation & Restoration Grants are 50/50 matching grants.

Grant requests greater than maximum allowed: If the Total Grant Request is greater than the maximum allowed, you must submit a letter describing your request. Applications for grants above the maximum must begin with a specific meeting with staff to discuss the request above maximum.

Chimney Jack, Inc.
3330 S. Broadway #34
Englewood, CO 80113



303-922-2252
info@chimneyjack.com
www.chimneyjack.com

Work Proposal

Date: 8 Feb 25

To: Victoria Malcolmn
303-829-4912
joe3tori2@comcast.net

Job address: 600 Pine St. Louisville 80027

Scope of project:
Rebuild chimney.

Work to be done:

A. Chimney.
   1. Bricks (500) – including delivery.
   2. Scaffolding setup/breakdown.
   3. Cover solar panels with protective boards.
   4. Take chimney down to ground level.
   5. Haul off brick and rubble.
   6. Create/repair foundation.
   7. Rebuild chimney to same height.
   8. Seal off chimney at top completely.

Project Total: $ 8500.00

Notes:
Rebuild with orange hard press bricks the same as original.



We put all agreements in writing to avoid misunderstanding. If something is expected to be done that is not listed in the work to be done as outlined above, it might not get done or may cost extra.

We carry liability and workman's compensation insurance.
All masonry work carries a 5-year warranty unless otherwise noted. This proposal is valid for 90 days.

Terms:
Our minimum for a brick/mortar repair project is $650.
A 50% deposit is needed to start projects of $3000 or more.
Payment in full is due upon completion.
We accept credit cards – however, we would prefer to be paid by check or cash if possible.

Accepted by _____ Date _____

GRANT TABLE

1	2	3
Title of Line Item	**Total Cost of Line Item**	**Check box if work will be completed prior to hearing.**
chimey	$8500.00	☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
		☐
Total Project Cost:	8500.-	
Half of total:	4250.-	**← Total Grant Request**
If Total Grant Request is greater than the maximum allowed, you must first meet with staff as part of the application process.		

The Property Owner (or Grantee) hereby agrees and acknowledges that:

A. Funds received as a result of this application will be expended as reimbursements of up to half of actual expenses and must be completed within established timelines.

B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.

C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.

D. All projects are subject to zoning and building code review and approval of a grant does not constitute building permit approval.

E. All work approved for grant funding must be completed even if only partially funded through this incentives program.

F. Unless the conditions of approval provide otherwise, disbursement of grant or rebate funds will occur after completion of the project and shall be accompanied by proof of payment. Reimbursements are processed as payments to the Property Owner or Grantee.

G. The incentive funds may be considered taxable income and Applicant should consult a tax professional if they have questions.

H. The grant application will be reviewed in accordance with all relevant City policy, including but not limited to the categories of eligible expenses described below.

Eligible expenses fall into one or more of the categories below. Interior improvements for protection, stabilization, or code-required work are eligible for grants. Other interior improvements are not.

- **Preservation** applies methods to sustain existing form, integrity, and materials. Approved work focuses on repairing exterior historic materials and features rather than extensive replacement and new construction.
- **Rehabilitation** facilitates new uses and standards for a building through repair, alterations, and additions that preserve those portions or features that convey its historical, cultural, or architectural significance. Rehabilitation acknowledges the need to alter or add to a historic property while retaining the property's historic character. Upgrading mechanical, electrical, and plumbing systems and other code-related work may be considered rehabilitation.
- **Restoration** accurately depicts the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

SIGNATURES AND DATES

V a Malcolm

Owner (or Grantee) Signature Date

If Grantee is not Property Owner, describe relationship to property:

CITY USE ONLY – INTAKE VERIFICATION

- ☐ Table is filled out completely
- ☐ List of Line Item Descriptions is attached
- ☐ Title of Line Items matches Line Item Description Addendum
- ☐ Accompanied by Alteration Certificate, if needed
- ☐ Line items correspond to one of the 3 eligible categories (preservation, restoration, rehabilitation)
- ☐ Applicant has met with staff if grant request is above maximum allowed

FOR CHANGES TO SIDING, WINDOWS, AND DOORS

Will the changes remove or alter any original architectural details, such as original windows?

- ☐ Yes
- ☐ No
- ☐ Don't know

Are you proposing to use historic replacement styles based on historic photographs, existing materials, or other historic references?

- ☐ Yes
- ☐ No
- ☐ Don't know

Certify that your site plan clearly identifies the windows, doors, and siding to be changed: _____

FOR ADDITIONS

Does the proposed addition alter any aspects of the existing structure (such as removal of walls, roof, etc.)?

- ☐ Yes
- ☐ No
- ☐ Don't know

If yes, certify that your site plan and/or site photographs clearly identify the areas to be removed: _____

Certify that you have reviewed the Alteration Certificate Design Handout or met with staff: _____

Certify that your application includes zoning compliance information: _____

SIGNATURES AND DATES

_____

Owner Signature Date

_____

Owner Representative Signature Date

CITY USE ONLY – INTAKE VERIFICATION

Application includes:

- ☐ Sufficient information to evaluate zoning for additions
- ☐ Materials to be demolished are identified
- ☐ Materials and/or addition(s) to be added are identified

Comments for incomplete applications:

City of Louisville **Historic Preservation Program**

Alteration Certificate Application (Landmarks Only)

Application Materials Required

- ☐ Application form
- ☐ Site plan, drawings, spec sheets, and/or photos showing existing conditions AND identifying location of all proposed changes, AND identifying all proposed replacement materials or addition(s)
- ☐ Optional: Cover letter describing the proposal, including what would be demolished and what would be added

General Information

Site Address: 600 Pine

Owner Name: Victoria Malcolm

Owner Phone: 303-929-4912

Owner Email: joe3tori2@comcast.net

Owner Representative Name: —

Owner Rep. Phone: —

Owner Rep. Email: —

Proposed Changes Include

- ☐ Addition
- ☐ Changes to siding, windows, or doors
- ☐ Detached accessory structure
- ☐ Roof-mounted solar panels
- ☐ Fence
- ☑ Other: _____

Note that landscaping and painting do not require Alteration Certificates (except for the alteration of historic painted signs and advertisements).

Please see page 2 to complete the application.

Louisville Historical Museum
Department of Library & Museum Services
City of Louisville, Colorado
August 2013

City of Louisville
COLORADO • SINCE 1878

600 Pine St.

Legal Description: Lots 1, 2, and 3, Block 12, Pleasant Hill Addition.

Year of Construction: circa 1905

Summary: For several decades, this was the home of Joseph and Bertha Malcolm and was the location of Joe's insurance business. Today, it is the residence of their grandson and his wife.

Orrin T. Welch and the Establishment of the Pleasant Hill Addition

The subdivision in which 600 Pine is located is the Pleasant Hill Addition. This addition was platted and recorded with Boulder County in 1894 by Orrin T. Welch. Orrin Welch was the half brother of Charles C. Welch, the prominent Colorado businessman who played the major role in the founding of Louisville and the opening of its first coal mine, the Welch Mine, back in the 1870s. In the 1890s, Charles Welch was still involved in the development of the town, in this case through the transfer of property to his half brother, Orrin, in 1893.

Early History; Date of Construction

In 1902, Orrin T. Welch sold the lots that comprise 600 Pine to the Cathedral of St John the Evangelist. By 1904, however, the Cathedral sold the property to John A. Williams.

The exact details may never be known, but it appears from these property transactions that the lots were either an investment or being eyed for the construction of a church, possibly an Episcopal Church. The fact that the lots at Grant and Pine were located catty-corner from the Baptist Church, which had already been constructed, may have been seen as an advantage. (A church structure was apparently never built, but from 1905 to 1910, the Episcopal St. Peter's Mission existed in Louisville under the leadership of an Episcopal pastor from Boulder, according to the book *The Episcopal Church in Colorado 1860-1963* by Allen Du Pont Breck.)

The owner of the property from 1904 until 1919, John A. Williams, is believed to have had the house constructed. Boulder County gives 1905 as the year of construction for 600 Pine. Although Boulder County has been found to be in error with respect to the dates of construction of some Louisville historic buildings, the date of 1905 does make sense in that it was so soon after the purchase of the lots by John A. Williams.

No record of a John A. Williams in Louisville could be located. However, there is evidence that Williams rented out the house. The 1918 directory shows that Royal and Lulu Belle Thompson resided at 530 Pine, which was an early address for 600 Pine (before addresses changed in the late 1930s). Royal Thompson was employed at the Louisville Milling & Elevator Co., now known as the Louisville Grain Elevator, at that time.

Malcolm Family Ownership, 1919 - present

In 1919, Joseph Malcolm purchased the property at 600 Pine. It is still owned by members of the Malcolm family, ninety-four years later.

Joseph Wallace Malcolm was born in Illinois in 1877 and, according to his obituary, came to Nebraska by covered wagon with his parents while he was an infant. He grew up in Nebraska. He joined up to serve in the Spanish-American War and was stationed in the Philippines in about 1899-1900. He was one of just a few Louisville residents to have served in the Spanish-American War. At the time of his death in 1975, he was the last surviving Spanish-American War veteran in Boulder County. The following image, from a Malcolm family tree publicly viewable at Ancestry.com, shows Malcolm during his service:



In 1903, Joe Malcolm and Bertha Osler married in Fort Morgan, Colorado. Bertha had been born in Iowa in 1881 and grew up in Nebraska.

Also in 1903, Joe and Bertha moved to Louisville. At first, Joe worked as a barber and had a barber shop at Front and Walnut, and their residence was on Lincoln. By 1916, his shop was on Main Street. The Louisville directories for the following years, 1917 and 1918, are the first directories that list him as having an insurance business. He worked out of his house on Lincoln. In 1918, their son, Joseph W. Malcolm, Jr., was born.

In an interview for the May 31, 1957 *Louisville Times*, Joe Malcolm looked back at his early years in Louisville. He stated that he would hunt ducks in the area where Louisville Middle School now stands. He also said, "I can remember when the Baptist church [at 701 Grant] set out in the prairie." He remembered when Front Street had seven saloons, a skating rink, a blacksmith shop, a butcher shop, and two boarding houses.

In 1919, Joe Malcolm purchased the house at 600 Pine. Directories indicate that from about 1920 until about 1955, his insurance business was located in his home. Louisville residents still recall going to the house at 600 Pine for their insurance needs, at a time when not many people in Louisville sold insurance. In the 1950s, the Malcolm Insurance Agency expanded and became located at 831 Main, then 608 Main. The Malcolm Insurance Agency continued, under the direction of others, into the 1980s.

The following image is an advertisement for Joe Malcolm's insurance business as it appears on the Rex Theatre stage curtain from circa 1927-28 that is currently on exhibit at the Louisville Historical Museum:



Joe Malcolm was president of the Louisville School Board for twenty-one years and was active in other organizations as well, including the Louisville Lions Club and the Order of the Easter Star.

The following undated image from what is believed to have been a Memorial Day parade or other patriotic parade on Pine Street shows Joe Malcolm, who was a tall man, in the center holding the flag:



Bertha Malcolm is also remembered for all that she did for the Louisville community. She became very active in the Saturday Study Club, a women's organization that brought culture to Louisville and managed the small library. Records indicate that she was also involved in the Pioneer Club, which overlapped in membership with the Saturday Study Club.

The following photo from circa 1920 shows Bertha Malcolm, sitting at the lower left, with some of the other women of the Pioneer Club, many of whom were the wives of prominent Louisville men:

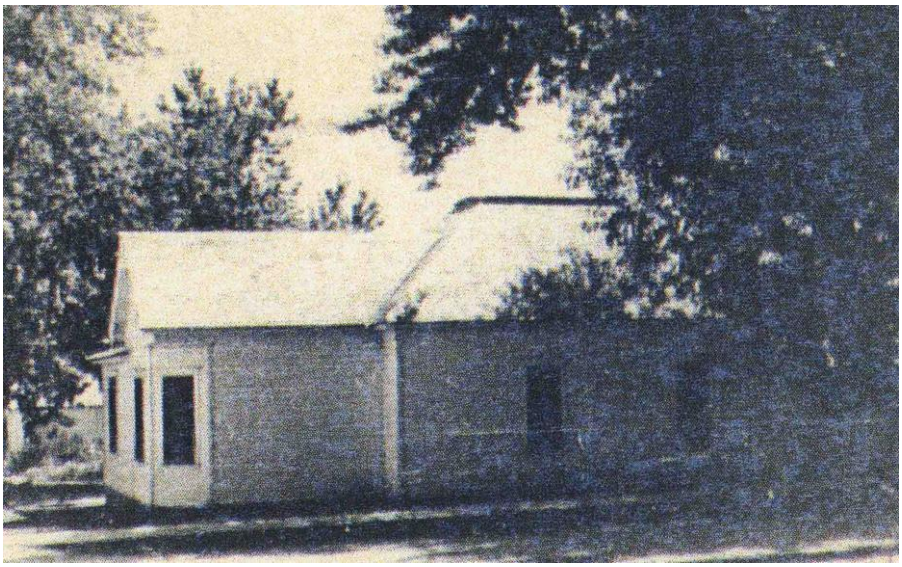


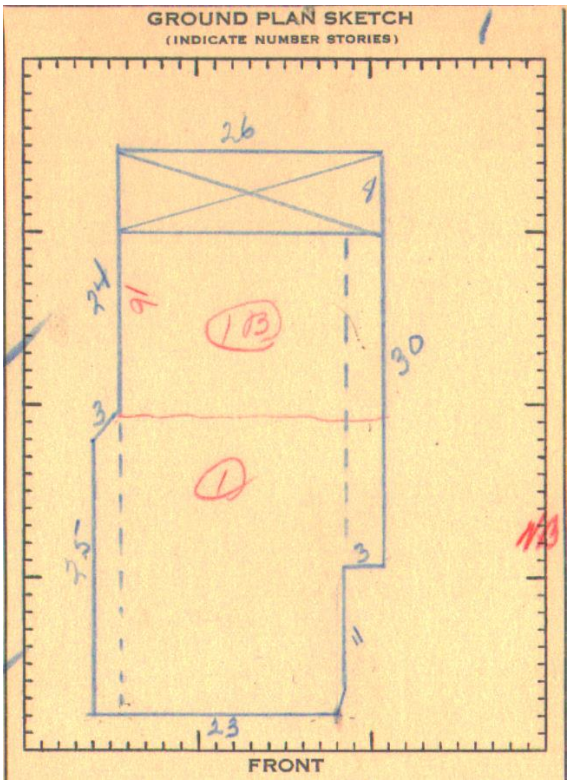
This photo shows Bertha Malcolm, fourth from right, with the Saturday Study Club in 1940:



The 1946 Louisville directory listed not just Joe and Bertha Malcolm as residents of 600 Pine, but also Joe Malcolm, Jr. and his wife, Claire, and an Alice Malcolm who sold insurance.

The following images show the house and the ground layout of the house as they appear on the 1948 County Assessor card for this address:





Bertha Malcolm died in 1966 at the age of 84, and Joe Malcolm died in 1975 at the age of 97.

Joseph W. Malcolm, Jr. served in the Marine Corps for over thirty years. His obituary stated that he was a veteran of World War II, the Korean War, and the Vietnam War,

specializing in tanks and amphibious tractors. He received the Legion of Merit and Bronze Star. Records indicate that he and his wife, Claire, made their home in Boulder.

In 1978, following the deaths of his parents, the then-owner of 600 Pine, Joseph Malcolm, Jr., conveyed 600 Pine to his son, Joseph W. Malcolm III, and his wife, Victoria Malcolm. They are the current owners. An upstairs addition to the house is believed to have been completed in 1985.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, and obituary records.

600 Pine Street

Historic Structure Assessment



Prepared by:
Stewart Architecture & Planning
1132 Jefferson Avenue
Louisville, CO 80027
(303) 665-6668

Prepared for:
Victoria Malcolm
600 Pine Street
Louisville, CO 80027

April 2024

CREDITS

FUNDING:

This project was partially paid for by the Louisville Historic Preservation Fund.

PARTICIPANTS:

Stewart Architecture
Peter J. Stewart

Barlow Cultural Resource Consulting LLC (BCRC)
Phillip Barlow
4576 Tanglewood Trail, Boulder, CO 80301

JVA Consulting Engineers
Ian Glaser
1319 Spruce Street, Boulder, CO 80302

PHOTO AND MAP CREDITS:

Stewart Architecture
BCRC LLC
Louisville Historical Museum, Department of Library & Museum Services

Contents

1.0 Introduction 3
1.1 Research Background/Participants 4
1.2 Building Location 4

2.0 History and Use 5
2.0 Building History 5
2.1 Architectural Significance and Construction History 19
2.2 Floor Plans 21
2.3 Proposed Use 22

3.0 Structure Condition Assessment 23
3.0 Condition Assessment 23
3.1 Site 24
3.2 Structural Systems 27
3.3 Envelope- Exterior Walls 29
3.4 Envelope - Roofing and Waterproofing 37
3.5 Windows & Doors 39
3.6 Interior Finishes 46
3.7 Mechanical Systems 52
3.8 Electrical Systems 55
4.1 Hazardous Materials 58
4.2 Building Code Compliance 58
4.3 Zoning Code Compliance 59

5.0 Preservation Plan 60
5.1 Prioritized Work 60
5.2 Estimate of Probable Costs of Construction 62

6.0 Bibliography 66
Bibliography 66
Online Sources 66

7.0 Appendix 67
Structural Engineer Report
As-Built drawings

1.0 Introduction

1.1 Research Background/Participants

This report was researched and prepared by Stewart Architecture and BCRC for Victoria Malcolm.
Information was provided by Stewart Architecture and Planning consultants, BCRC, and the City of Louisville. The project was partially funded by a Louisville Historic Preservation Fund grant.

1.2 Building Location

Building Address:	600 Pine Street, Louisville, Colorado, 80027
Legal Description:	LOTS 1-2-3 BLK 12 PLEASANT HILL
Boundary:	This legally defined parcel encompasses but does not exceed the land historically associated with this property

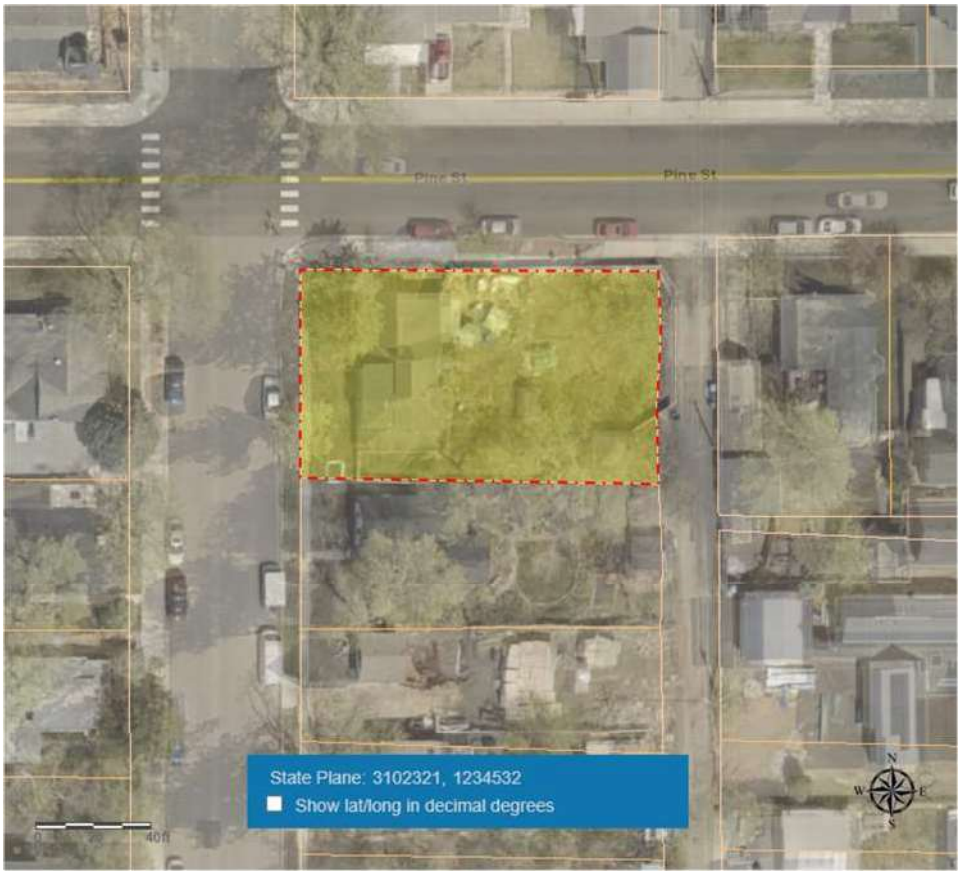


Image courtesy of Boulder County Assessor's Office Property Search GIS
https://maps.boco.solutions/propertysearch/

2.0 History and Use

2.0 Building History

The following history was researched and written by Bridget Bacon and made possible by the Louisville Historical Museum, Department of Library & Museum Services. It is reproduced here in its entirety.

600 Pine St.

Louisville Historical Museum Department of Library & Museum Services
City of Louisville, Colorado
August 2013

Legal Description: Lots 1, 2, and 3, Block 12, Pleasant Hill Addition.

Year of Construction: circa 1905

Summary: For several decades, this was the home of Joseph and Bertha Malcolm and was the location of Joe's insurance business. Today, it is the residence of their grandson and his wife.

Orrin T. Welch and the Establishment of the Pleasant Hill Addition

The subdivision in which 600 Pine is located is the Pleasant Hill Addition. This addition was platted and recorded with Boulder County in 1894 by Orrin T. Welch. Orrin Welch was the half brother of Charles C. Welch, the prominent Colorado businessman who played the major role in the founding of Louisville and the opening of its first coal mine, the Welch Mine, back in the 1870s. In the 1890s, Charles Welch was still involved in the development of the town, in this case through the transfer of property to his half brother, Orrin, in 1893.

Early History; Date of Construction

In 1902, Orrin T. Welch sold the lots that comprise 600 Pine to the Cathedral of St John the Evangelist. By 1904, however, the Cathedral sold the property to John A. Williams.

The exact details may never be known, but it appears from these property transactions that the lots were either an investment or being eyed for the construction of a church, possibly an Episcopal Church. The fact that the lots at Grant and Pine were located catty-corner from the Baptist Church, which had already been constructed, may have been seen as an advantage. (A church structure was apparently never built, but from
1905 to 1910, the Episcopal St. Peter's Mission existed in Louisville under the leadership of an Episcopal pastor from Boulder, according to the book *The Episcopal Church in Colorado 1860-1963* by Allen Du Pont Breck.)
The owner of the property from 1904 until 1919, John A. Williams, is believed to have had the house constructed. Boulder County gives 1905 as the year of construction for 600 Pine. Although Boulder County has been found to be in error with respect to the dates of construction of some Louisville historic buildings, the date of 1905 does make sense in that it was so soon after the purchase of the lots by John A. Williams.

No record of a John A. Williams in Louisville could be located. However, there is evidence that Williams rented out the house. The 1918 directory shows that Royal

and Lulu Belle Thompson resided at 530 Pine, which was an early address for 600 Pine (before addresses changed in the late 1930s). Royal Thompson was employed at the Louisville Milling & Elevator Co., now known as the Louisville Grain Elevator, at that time.

Malcolm Family Ownership, 1919 - present

In 1919, Joseph Malcolm purchased the property at 600 Pine. It is still owned by members of the Malcolm family, ninety-four years later.

Joseph Wallace Malcolm was born in Illinois in 1877 and, according to his obituary, came to Nebraska by covered wagon with his parents while he was an infant. He grew up in Nebraska. He joined up to serve in the Spanish-American War and was stationed in the Philippines in about 1899-1900. He was one of just a few Louisville residents to have served in the Spanish-American War. At the time of his death in 1975, he was the last surviving Spanish-American War veteran in Boulder County. The following image, from a Malcolm family tree publicly viewable at Ancestry.com, shows Malcolm during his service:



In 1903, Joe Malcolm and Bertha Osler married in Fort Morgan, Colorado. Bertha had been born in Iowa in 1881 and grew up in Nebraska.

Also in 1903, Joe and Bertha moved to Louisville. At first, Joe worked as a barber and had a barber shop at Front and Walnut, and their residence was on Lincoln. By 1916, his shop was on Main Street. The Louisville directories for the following years, 1917 and 1918, are the first directories that list him as having an insurance business. He worked out of his house on Lincoln. In 1918, their son, Joseph W. Malcolm, Jr., was born.

In an interview for the May 31, 1957 *Louisville Times,* Joe Malcolm looked back at his early years in Louisville. He stated that he would hunt ducks in the area where Louisville Middle School now stands. He also said, "I can remember when the Baptist church [at 701 Grant] set out in the prairie." He remembered when Front Street had seven saloons, a skating rink, a blacksmith shop, a butcher shop, and two boarding houses.

In 1919, Joe Malcolm purchased the house at 600 Pine. Directories indicate that from about 1920 until about 1955, his insurance business was located in his home. Louisville residents still recall going to the house at 600 Pine for their insurance needs, at a time when not many people in Louisville sold insurance. In the 1950s, the Malcolm Insurance Agency expanded and became located at 831 Main, then 608 Main. The Malcolm Insurance Agency continued, under the direction of others, into the 1980s.

The following image is an advertisement for Joe Malcolm's insurance business as it appears on the Rex Theatre stage curtain from circa 1927-28 that is currently on exhibit at the Louisville Historical Museum:



Joe Malcolm was president of the Louisville School Board for twenty-one years and was active in other organizations as well, including the Louisville Lions Club and the Order of the Easter Star.

The following undated image from what is believed to have been a Memorial Day parade or other patriotic parade on Pine Street shows Joe Malcolm, who was a tall man, in the center holding the flag:



Bertha Malcolm is also remembered for all that she did for the Louisville community. She became very active in the Saturday Study Club, a women's organization that brought culture to Louisville and managed the small library. Records indicate that she was also involved in the Pioneer Club, which overlapped in membership with the Saturday Study Club.

The following photo from circa 1920 shows Bertha Malcolm, sitting at the lower left, with some of the other women of the Pioneer Club, many of whom were the wives of prominent Louisville men:

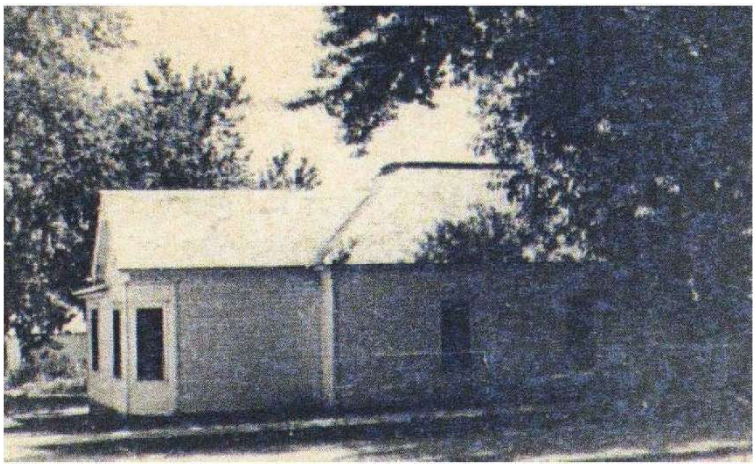


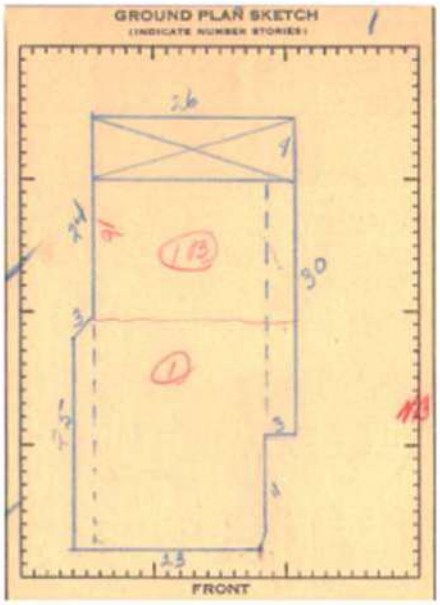
This photo shows Bertha Malcolm, fourth from right, with the Saturday Study Club in 1940:



The 1946 Louisville directory listed not just Joe and Bertha Malcolm as residents of 600 Pine, but also Joe Malcolm, Jr. and his wife, Claire, and an Alice Malcolm who sold insurance.

The following images show the house and the ground layout of the house as they appear on the 1948 County Assessor card for this address:





Bertha Malcolm died in 1966 at the age of 84, and Joe Malcolm died in 1975 at the age of 97.

Joseph W. Malcolm, Jr. served in the Marine Corps for over thirty years. His obituary stated that he was a veteran of World War II, the Korean War, and the Vietnam War,

specializing in tanks and amphibious tractors. He received the Legion of Merit and Bronze Star. Records indicate that he and his wife, Claire, made their home in Boulder.

In 1978, following the deaths of his parents, the then-owner of 600 Pine, Joseph Malcolm, Jr., conveyed 600 Pine to his son, Joseph W. Malcolm **III,** and his wife, Victoria Malcolm. They are the current owners. An upstairs addition to the house is believed to have been completed in 1985.

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, Louisville directories, and Louisville Historical Museum maps, files, and obituary records.

End of Bridget Bacon's Report

2.1 Architectural Significance and Construction History

Architectural Description:

600 Pine Street is a one-and-one-half-story wood-framed rectangular form residential property on a large lot measuring approximately 80' x 200' on the southeast corner of the intersection of Pine Street and Grant Avenue, three blocks west of Main Street, Louisville, Colorado.
The property is cross-gabled with one gable-front facing Pine Street and the second gable-front facing the east yard. The home has been heavily modified over the years, with a one-story hip roof addition on the northeast corner between the two gable ends, a pop-top half-story hip roof addition above the center of the home offset to the southwest, and an enclosed porch on the south elevation

The home rests on a poured concrete foundation, with multiple eras of pours being noted under the various additions. The wall sheathing is a wide shiplap on the first story cross-gabled portion of the building that is common to the area and the era of construction. The upper half story addition and enclosed porch features narrow clapboard on the upper additions and wide clapboard on the enclosed porch. Original windows are noted on the first floor and consist of double-hung, one-over-one wood windows with rope and pully counterbalances. Window types on the enclosed porch and upper half-story additions are non-original. The first floor of the home features corner pilasters, a wide cornice, and scalloped shingles with scrollwork on the upper gable ends. A recessed decorative entrance is underneath the enclosed porch on the south elevation which features corner moulding, and beadboard ceiling, suggesting that this may have been the original primary entrance to the home. The roof is asphalt with wood soffit and fascia.

Construction History:

Building was constructed ca.1905. The building retains its original construction site. The 1948 assessor card image shows the one-story addition between the north and east gable ends and indicates the porch on the south end of the building. The assessor card has an early date of 1948 and an update in 1958. The 1948 entry indicates that the porch was open at this time, and the 1958 update shows an X in general area of this entry, potentially indicating that the porch was enclosed by that time. There is also a 1956 building permit indicated on the form, although it does not specify what the permit was for.

Significance:

The historic and architectural significance of the property was addressed by the Louisville Historic Preservation Commission staff in their November 2023 report. Relevant section is included below:

> Historic Preservation Commission. Staff Report. November 27, 2023
>
> Item: 600 Pine Street Probable Cause Determination
>
> Staff analysis of the criteria is as follows:

CRITERIA	*Criterion Met?*	*FINDINGS*
Landmarks must be at least 50 years old	*Y*	Ca. 118 years old
Landmarks must meet one or more of the criteria for architectural, social or geographic/ environmental significance	*Y*	Social Significance - Exemplifies cultural, political, economic or social heritage of the community. • Single-family ownership since 1919, over 100 years • Military service (Spanish- American War, WWII, Korean War, Vietnam War) • Service economy/downtown businesses (barbershop, insurance) • Joe Malcolm advertisement shown on Rex Theatre curtain, on display at Louisville Historical Museum • Women's social clubs and community services
	Y	Architectural Significance - Exemplifies specific elements of an architectural style or period. • Queen Anne style is relatively rare in Louisville Style largely maintained in front/Pine Street portion of structure. • 1980s addition altered massing of original home.
Landmarks should meet one or more criteria for physical integrity	*Y*	Physical Integrity - Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation. • Rear addition compromises physical integrity and architectural significance. An assessment would help determine the extent of the addition, giving the current lack of photographic records of the view from Pine Street.
	Y	Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago. • The structure has not been moved.

2.2 Floor Plans

See drawings in appendix. The following are construction history floor plans.



Building Construction History Plan- First Floor



Building Construction History Plan- Second Floor

2.3 Proposed Use

The historic use as a residence is anticipated to continue.

3.0 Structure Condition Assessment

3.0 Condition Assessment

This site and building assessment represents the first critical phase to the historic preservation project. The report is based on comprehensive field inspections and research conducted by a number of professionals, including a preservation specialist, an archaeologist, architect and engineer. The assessment recommends, where necessary, appropriate treatments consistent to the *Secretary of Interior's Standards for the Treatment of Historic Properties*.

The users of this assessment will find a description of each feature, element, or space followed by a condition evaluation and finally recommendations for the appropriate treatment of each.

The following condition evaluation rating system is used in this section to evaluate the condition of each feature, element, or space:

GOOD CONDITION: An element, feature, or space is evaluated in good condition when it meets the following criteria:

- It is intact, structurally sound, and performing its intended purpose.
- There are few or no cosmetic imperfections.
- It needs no repair and only minor or routine maintenance.

FAIR CONDITION: An element, feature, or space is evaluated in fair condition when one or more the following are evident:

- There are early signs of wear, failure, or deterioration, although the feature or element is generally structurally sound and performing its intended purpose.
- There is failure of a sub-component of the feature or element.
- Replacement of up to 25% of the feature or element is required.
- Replacement of a defective sub-component of the feature or element is required.

POOR CONDITION: An element, feature, or space is evaluated in poor condition when the following is evident:

- It is no longer performing its intended purpose.
- It is missing.
- It shows signs of imminent failure or breakdown.
- Deterioration/damage affects more than 25% of the feature/element and cannot be adjusted or repaired.
- It requires major repair or replacement.

3.1 Site

Element	*Description & Condition*	*Evaluation*	*Recommendation*
Associated Landscape Features	Large lot to the east along Pine Street. Narrow lawn between the sidewalk on the Pine Street and Grant Street elevations.	Good	No work needed
Grading	The house is slightly above grade with positive drainage around the perimeter except for the west elevation where the ground slopes down towards the home from the sidewalk	Poor	The grade along the west edge of the building should be re-graded to be 6” below wood framing and sloped away from the house or install a French drain along the west elevation to direct water around the house
Parking	There is street parking along Pine and Grant Streets. An alley on the east provides access to a small one-car concrete block garage	Fair	The garage is in need of maintenance on the garage and pedestrian doors
Fencing	A white vinyl fence surrounds the rear yard along Pine Street and the Alley. A wood cedar fence divides the yard between the neighboring property. Per permit MISC-8457-2021, the fence was installed in 2022.	Good	No work needed



Image 1: Large rear lot



Image 2: Grading. Drainage slopes towards the house on the west elevation



Image 3: Parking. Single car garage along alley



Image 4: Vinyl fencing

3.2 Structural Systems

Element	*Description & Condition*	*Evaluation*	*Recommendation*
General Structural System Description	Wood framed structure on rubble stone masonry foundation with cementitious parge coat, and poured concrete	Fair	Further evaluation of the depth of the parge coat is needed. The foundation needs to be further evaluated and repaired to protect the structural system
Foundation Systems	The original foundation is rubble stone masonry. There is a small subterranean space (roof cellar, coal chute, or crawlspace access well) just to the south of the main house and beneath the rear porch that is constructed of clay-brick masonry. Cementitious parge coat is applied to the exterior face. Concrete foundation seams are visible where new foundations were poured under new additions that expanded the footprint of the home. The basement has been partially excavated to accommodate an HVAC system, hot water heater, and some storage. Mid and partial span support pillars are constructed of stacked stone, brick, and wood pillars. The support pillars and generally in poor condition and need to be restored or replaced. The exterior of the foundation has been covered with a cementitious parge coating.	Fair	Repair or replace the mid and partial span support pillars. A structural engineering analysis may be necessary to determine if additional supports are needed.
Brick Cellar Foundation Wall	The foundation between the original structure and the 2nd addition (porch enclosure) has cracked signaling movement. (Structural Assessment)	Poor	Reconstruct the corner of the foundation including the concrete base. Further review of the interior cellar walls should be preformed by a

			qualified mason or structural engineer
Floor Systems	Floor is 2x8" joists spaced 24" O.C. resting on perimeter foundation and interior pillars.	Poor	Under the primary 1st floor bearing line, intermediate supports should be placed between the existing ones to halve the span of the deflected double 2x plate. Check other joists for proper support (See Structural Assessment)
Ceiling Systems	1st Addition (Porch Enclosure) System is preforming satisfactory, there is a crack at header where wall of original structure was removed and connected to the enclosed porch.	Fair	Monitor crack at header where wall or original structure was removed (See Structural Assessment)
Roof Framing System	Attic is not accessible/does not exist. Roof framing is covered with drywall and could not be observed.	TBD	See Structural Assessment in Appendix
Entry Porch	The south elevation features a recessed entry that appears to be the original formal entrance. This entrance has been enclosed by the full-width one-story porch. The porch features simple classical details including corner pilasters resembling the Doric order, and an entrance with transom window and casing with entabulature	Good	General maintenance needed. Caulking, painting,
Brick Cellar Foundation Wall	The foundation between the original structure and the 2nd addition (porch enclosure) has cracked signaling movement. (Structural Assessment)	Poor	Reconstruct the corner of the foundation including the concrete base. Further review of the

			interior cellar walls should be preformed by a qualified mason or structural engineer



Image 5: Foundation. Seam visible under the addition on the left of the image



Image 6: Stacked stone partial-span pillar. Note the added wood boards above and the minimal bearing surface



Image 7: Stacked stone pillar. No longer providing support



Image 8: Joist support beam. Set directly on the dirt floor



Image 9: Entry porch. Corner pilaster and recessed entry



Image 10: Entry porch. Transom and casing detail

3.3 Envelope- Exterior Walls

Element	Description & Condition	Evaluation	Recommendation
Exterior Wall Construction	Wood framed stud wall with exterior wood clapboard/shiplap sheathing.	Fair	Scrape loose and flaking paint, prime bare wood and repaint. Check areas near downspouts and grade level for deterioration
Exterior Finishes	The exterior is painted wood sheathing with scalloped painted shingles in the gable end, window surrounds with entabulature, corner pilasters, and scrollwork in the upper gable peaks. The roof/wall intersection at the enclosed porch appears to be leaking or has leaked in the past. This interface	Fair	Scrape loose and flaking paint, prime bare wood and repaint. Check areas near downspouts and grade level for deterioration

	should be more closely inspected for deterioration		
Exterior Masonry	The exterior chimney receives water from the adjacent roof and exhibits advanced brick and mortar deterioration **(determined unsafe condition per structural assessment)**	Poor	Flashing around the chimney and roof drainage should be addressed to ensure that water no longer drains onto the chimney. The chimney needs a full pointing and some brick replacement. It may be more effective to carefully dismantle the chimney and rebuild with the historic brick
Exterior Appendages—Porch, Stoop, Portico, etc.	The porch has been addressed in section 3.2	N/A	N/A
Northeast Addition (Architectural Note)	The addition conceals the former clipped corners of the east and north gable end walls; and it conceals the eaves that formerly cantilevered over the corners. The original form may be considered character defining.	N/A	*Recommendation:* A restoration project could consider removing the addition to reinstate the clipped corners. A new addition could be reconstructed that is of a smaller and lower form.



Image 11: Grant Street elevation. The white belt course separates the upper addition from the original first floor. Note the similar but distinct wood siding and window casing on each section

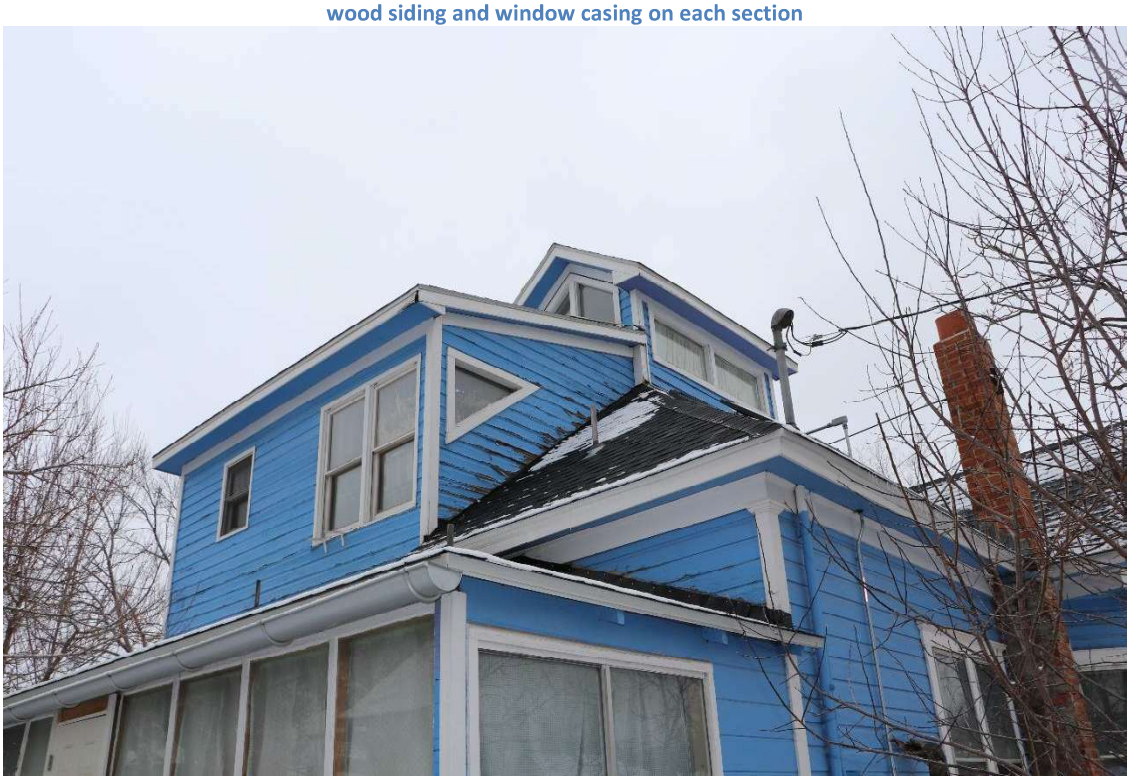


Image 12: South elevation. Original portion of the building is bottom right with corner pilaster. Note the wider siding on the enclosed porch



Image 13: South elevation. Note the water staining from water infiltration at the enclosed porch roof /wall junction



Image 14: East elevation. Brick chimney



Image 15: Brick chimney base. Advanced deterioration from moisture



Image 16: Water from the roof drains directly onto the chimney

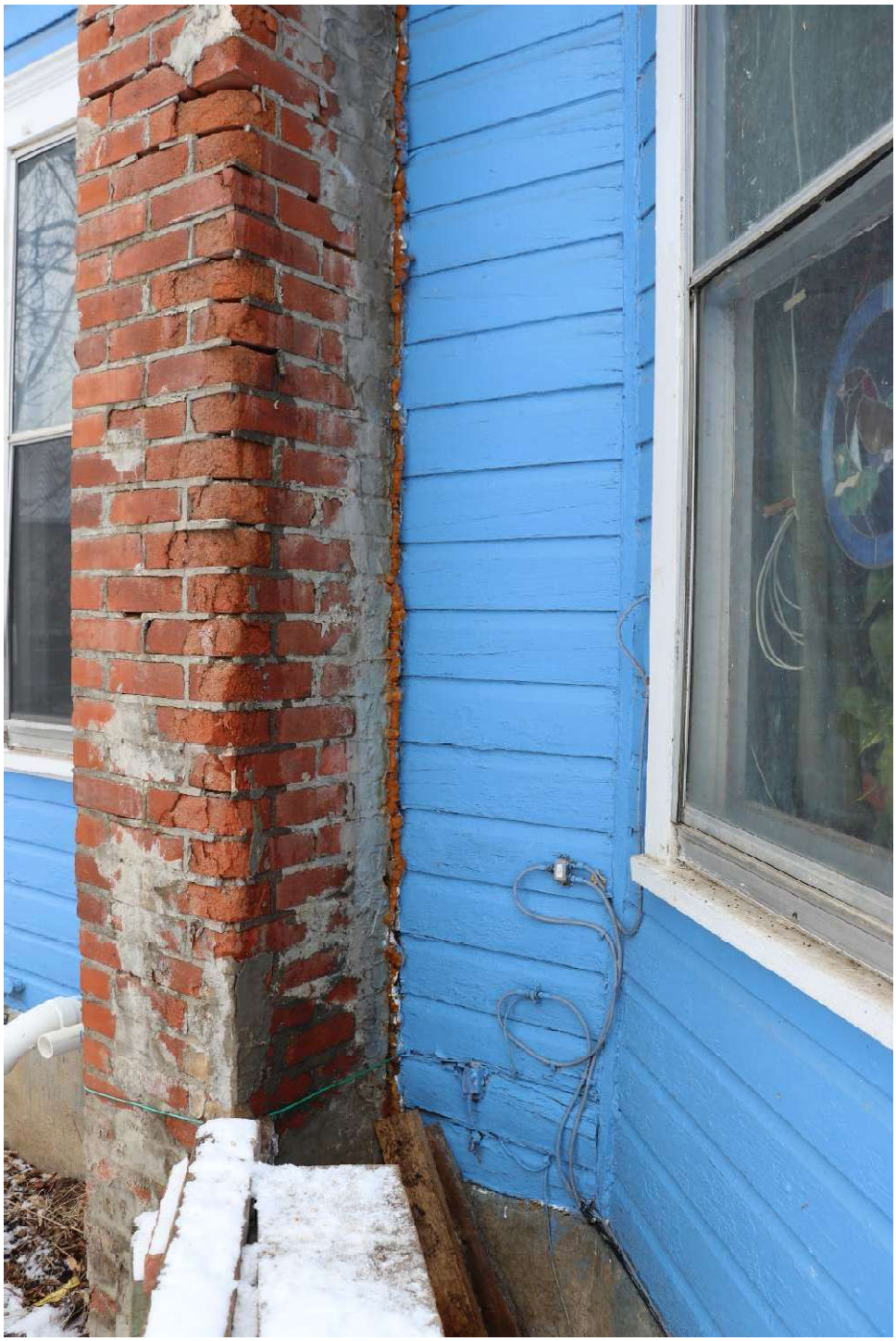


Image 17: Deterioration is evident along the length of the chimney below the roofline

3.4 Envelope - Roofing and Waterproofing

Element	Description & Condition	Evaluation	Recommendation
Roofing Systems	Roofing is asphalt shingles. The shingles appear to be in good order and no leaks were noted in the attic. Per permit MISC-3877-2018, the roof was replaced in 2018.	Good	No action needed
Sheet Metal Flashing	Flashing around the roof appears to generally be in good condition. The flashing/roofing system around the chimney should be revisited to ensure that water is properly draining	Fair	Evaluate the roof intersection at the chimney to find a better solution for water management
Perimeter Foundation Drainage	No in-ground drainage systems were noted. There was no ground water infiltration noted in the basement. The sidewalk along Grant Avenue is higher than the property with water draining towards the home	Fair	Install a perimeter drain system along the west elevation of the home to move water away from the foundation.
Drainage System, Gutters & Downspouts	Gutters are in good condition. Some downspouts discharge water too close to the foundation of the building.	Fair	Extend the downspouts so that water is discharged at least six feet from the foundation and on a grade flowing away from the home
Skylights / Cupolas	N/A	N/A	N/A



Image 18: Asphalt shingle roofing



Image 19: Downspout discharges to near the foundation

3.5 Windows & Doors

Element	Description & Condition	Evaluation	Recommendation
Doors (including Hardware, Casing/Trim, and Finishes)	The doors in the private portions of the house (kitchen, bedrooms, closets) are 4-panel wood doors with 4 1/8" flat casing. The doors in the public areas (living room, den) of the house are finished four-panel with 4 5/8" finished fluted casing with floral corner blocks. The shellac on the finished wood is heavily alligatored and discolored. The front door is wood, four-panel, with a single-lite upper. The front door is heavily etched from animal claws. The doors appear to be functional and physically intact. Doors on the upper level all date to the additions.	Fair	Perform general maintenance. Inspect and repair weatherstripping on the exterior doors.
Windows (including Hardware, Casing/Trim, and Finishes)	Window casing matches the doors and matches the public/private divide. The first floor windows all appear to be original wood, double-hung one-over-one windows with weight and cord counterbalance. The smaller windows are operable while the larger windows in the living room appear to be painted shut. Windows above the first floor are not original except for the fixed sash in the shingled gable ends. The windows in the enclosed porch are not original. All windows exhibit conditions associated with age, including broken sash cords, failing paint, failed glazing compound, excess paint, and mild deterioration of the lower sash/sill. The windows have aluminum storms which have helped protect them from more advanced deterioration.	Fair to poor	Windows in the addition are in fair condition, painting and caulking are needed. All double-hung windows are in need of a class 2 restoration, which includes stripping and repainting, sash cord replacement, glazing putty replacement, and epoxy repairs as needed. The aluminum storm windows should be maintained or replaced for protection of the primary window system and for energy efficiency.

Bedroom Windows	Most double-hung windows do not meet egress code (also see section 4.2)	Fair	When restoring or replacing bedrooms windows evaluate for compliance with egress window code



Image 20: Doors. Kitchen

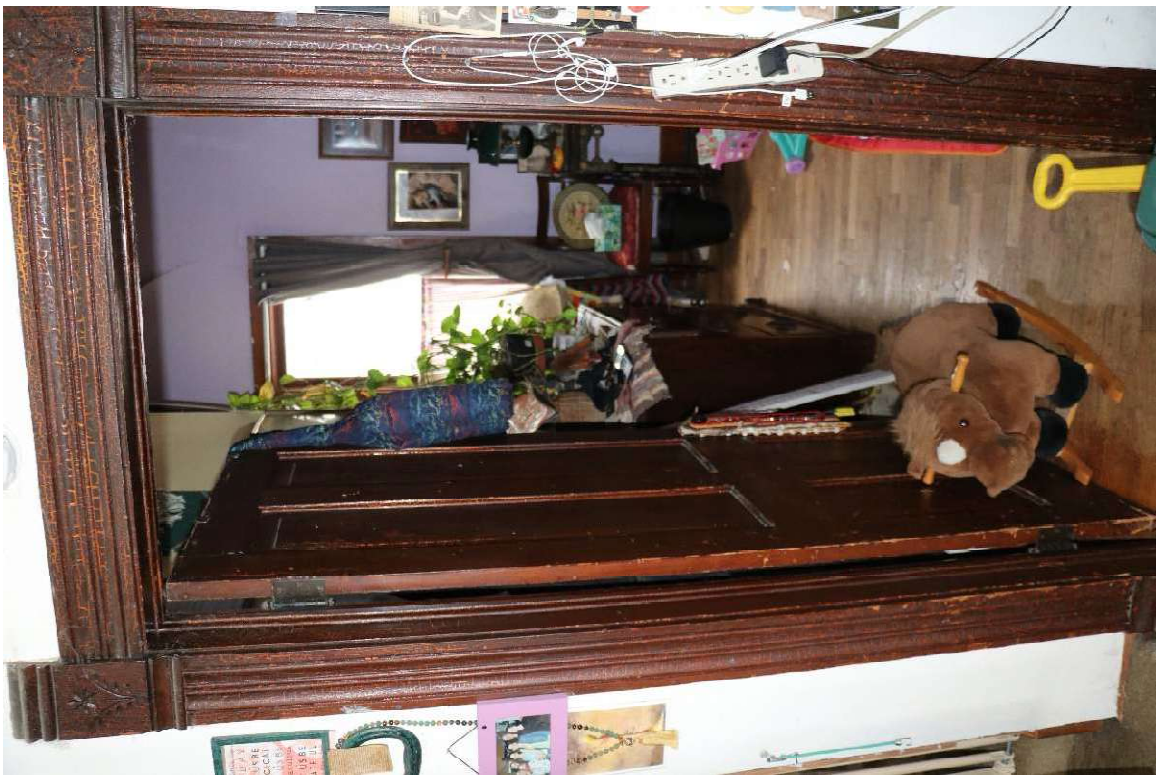


Image 21: Doors. Living Room



Image 22: Doors. Living room. Shellac deterioration detail



Image 23: Doors. Front Door



Image 24: Windows. South Elevation Exterior. Inside of enclosed porch



Image 25: Windows. Kitchen. Casing and sash detail

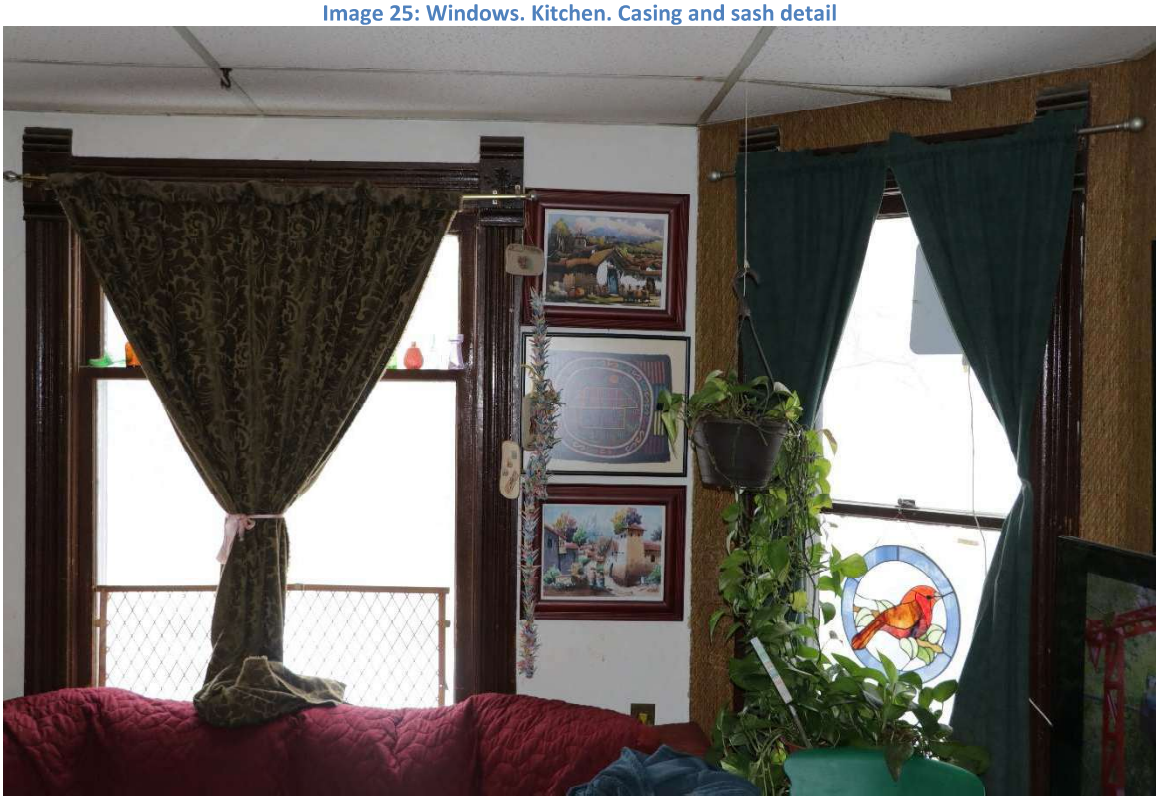


Image 26: Windows. Living Room



Image 27: Windows. Living Room. Sash detail

3.6 Interior Finishes

Element	Description & Condition	Evaluation	Recommendation
Wall Finish Materials	Interior wall finishes are a mix of plaster and drywall. Assessment was impaired by lack of access to the materials.	Fair	Remove household goods away from the walls to fully investigate conditions. Patch and repaint any damaged areas.
Ceiling Finish Materials	Mix of drywall and plaster. The additions are drywall. The living room ceiling is obscured by a tile drop ceiling. Above the drop ceiling some wallpaper fragments remain which could provide additional detail on an earlier design scheme. At the north end of the ceiling plaster is missing down to the wood lath, with evidence that damage was caused by a water leak. The leak appears to have been addressed as no recent damage was noted	Poor	This component is structurally stable but would benefit from being properly repaired.
Floor Finish Materials	The first floor is finished wood floors with vinyl flooring in the bathroom. The finish shows typical signs of wear from age and use. The upstairs flooring is carpeted	Fair	Light sand, finish, and reseal the wood flooring to extend the life of the floor.
Trim and Built-Ins (not previously addressed in Section 3.5	Private areas have flat stock 7 ½" baseboard while the public areas are finished 8". Assessment was impaired by lack of access to all materials	Fair	Remove household goods away from the walls to fully investigate conditions. Patch and repaint any damaged areas.

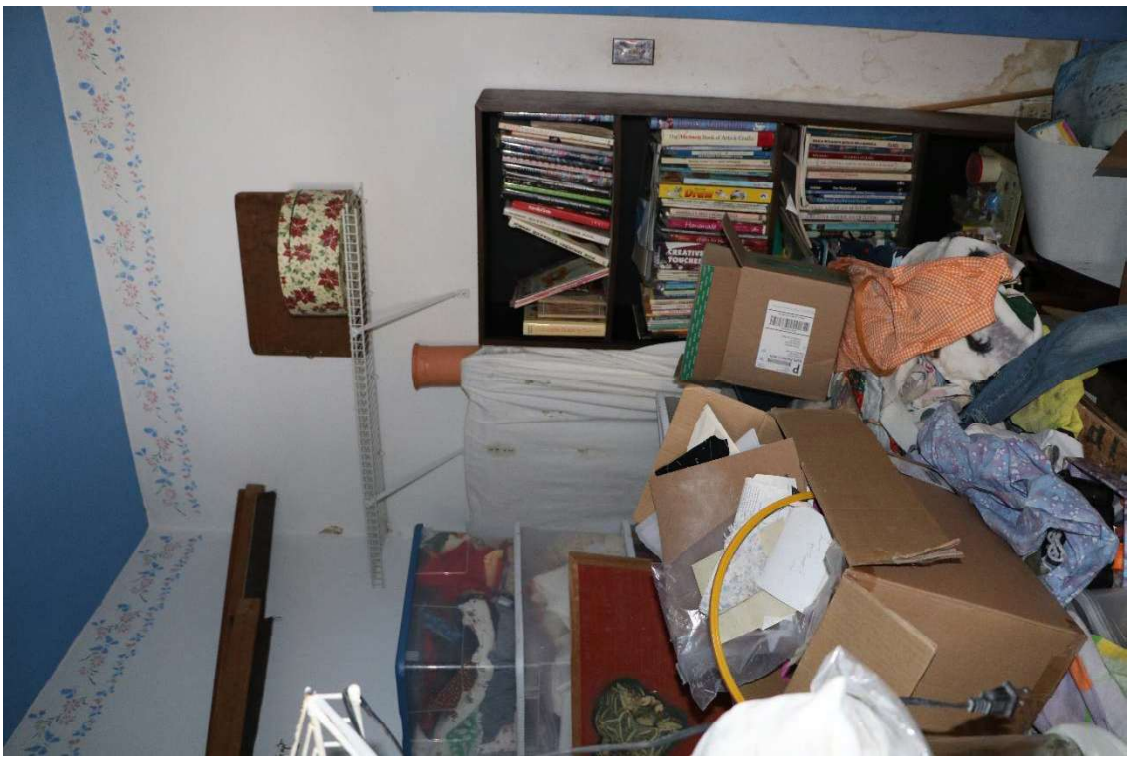


Image 28: Wall finishes. First floor. Typical conditions. Note the water stain by the door casing

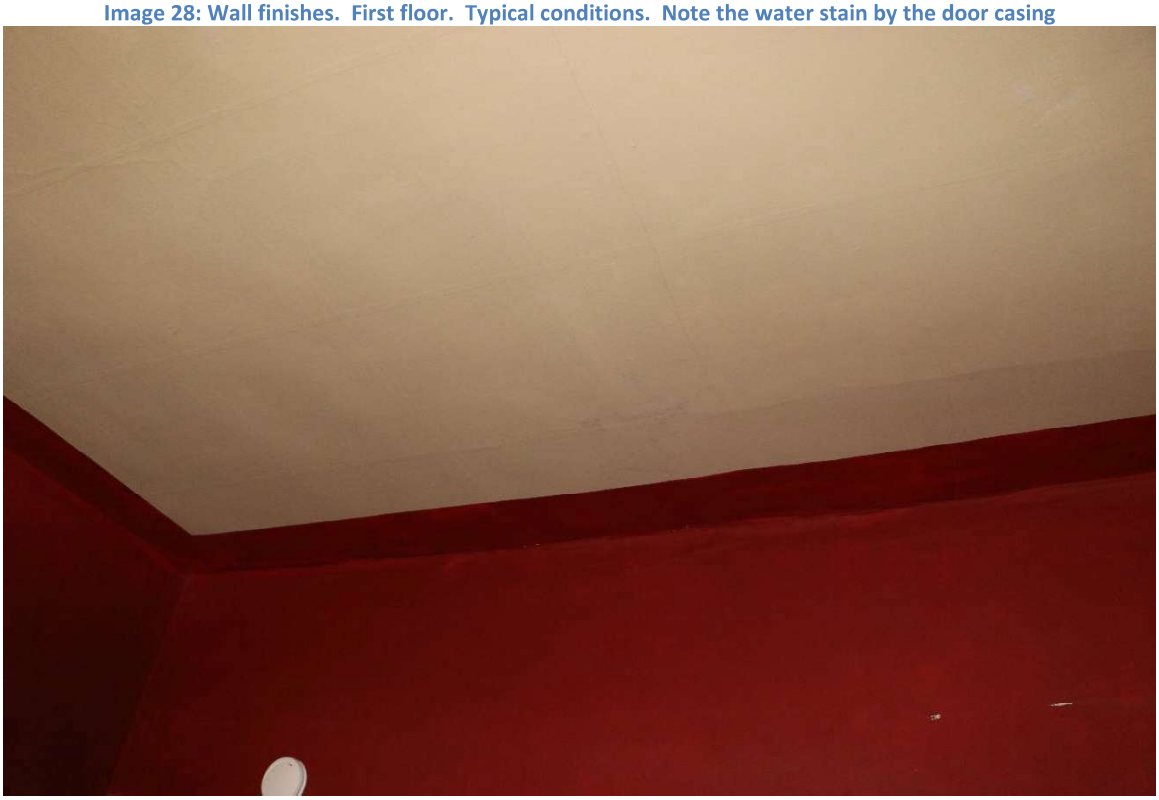


Image 29: Wall finishes. Den. Note the seams which can be seen on both the ceiling and walls. This could be due to over painting over wallpaper or over a fabric system designed to cover plaster cracks



Image 30: Ceiling finishes. Living room. Drop ceiling detail

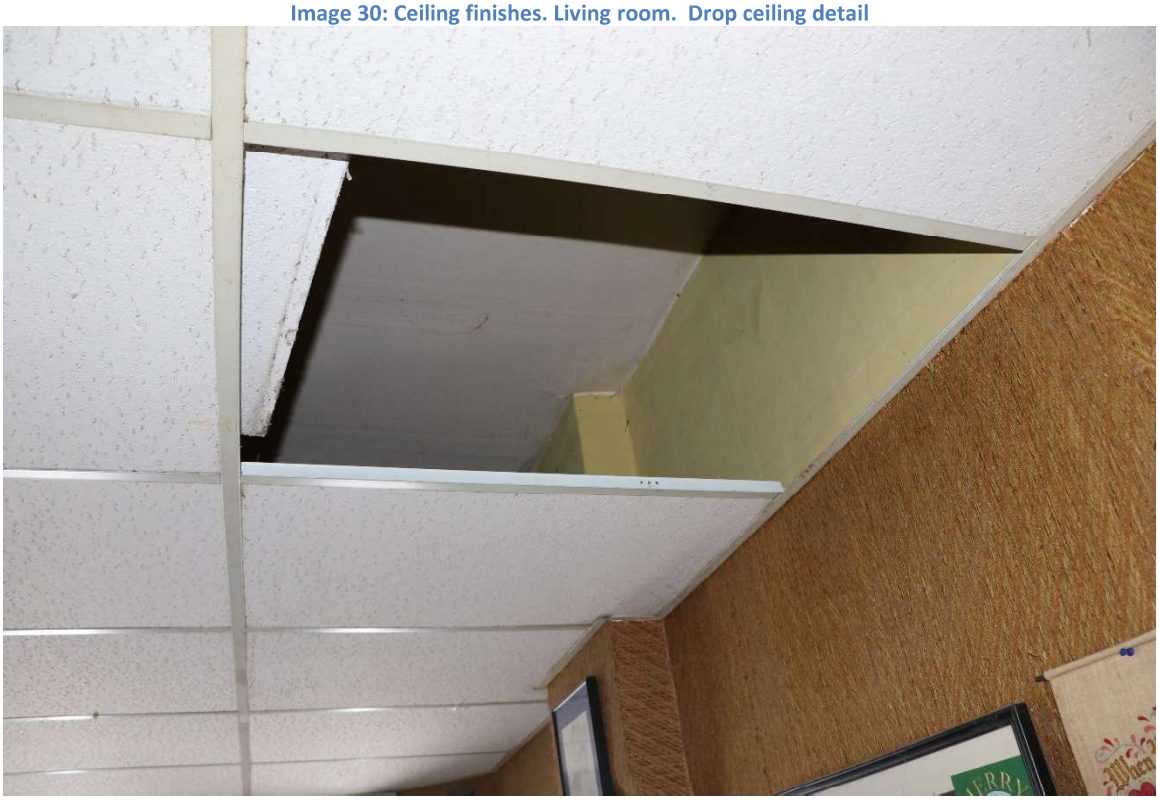


Image 31: Ceiling finishes. Living room. Drop ceiling detail



Image 32: Ceiling finishes. Living room. Wallpaper over drop ceiling



Image 33: Ceiling finishes. Living room. Ceiling wallpaper



Image 34: Ceiling finishes. Ceiling over drop ceiling. Water damage



Image 35: Ceiling finishes. Ceiling over drop ceiling. Water damage

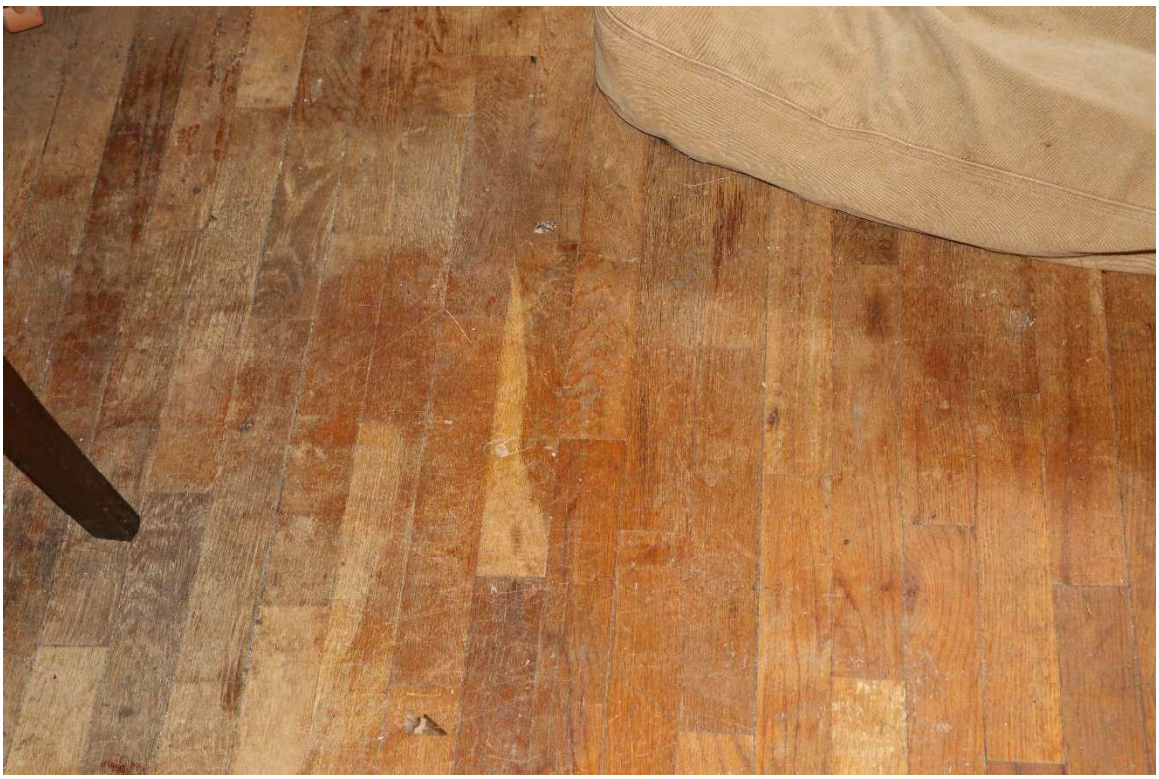


Image 36: Floor finishes. Wood floor. Typical condition

3.7 Mechanical Systems

Element	Description & Condition	Evaluation	Recommendation
Heating & Air-Conditioning	No air conditioning systems were noted. A modern 92.1 AFUE Goodman brand furnace is installed in the basement. There is a US Craftmaster hot water heater adjacent to the furnace that also appears to be a recent addition. The serial number indicates that it was manufactured in 2012. Both the furnace and the water heater appear to be in good working order.	Good	Perform annual maintenance as needed
Ventilation	No basement vent panels were noted. There is one basement window. Plumbing vents protrude through the roof. No other roof venting was noted	Fair	Monitor interior spaces for moisture build up. If moisture issues are noted, install additional ventilation to correct the issue
Water Service, Plumbing, & Sewer Utilities	Water and gas service appear to be in good condition. No sewage or plumbing issues noted	Good	No action needed
Fire Suppression—Sprinklers	None	N/A	N/A



Image 37: Heating and Air Conditioning. Furnace



Image 38: Heating and Air Conditioning. Hot water heater



Image 39: Ventilation. Plumbing vents



Image 40: Gas meter

3.8 Electrical Systems

Element	Description & Condition	Evaluation	Recommendation
Electrical Service & Panels	Electrical service enters the home at the east elevation at the roof level. The meter and breaker panel are modern and in good condition. A solar array is connected to the main panel, with the panels on the roof directly above.	Good	No work needed
Electrical Distribution System	The electrical system is a mix of modern insulated wiring and knob and tube. As the interior of the first floor still retains its plaster walls, the knob and tube that is visible in the basement likely continues through this level as well.	Poor	At least one of the knob and tube insulators in the basement has broken. The basement and first floor should be evaluated by a qualified electrician
Lighting	Interior lighting is achieved via various fixtures	Good	No work needed
Fire Detection System	Smoke alarms were noted, but not in every bedroom.	Poor	Install smoke alarms inside of bedrooms where missing and carbon monoxide detectors throughout the home. Check batteries and expiration date for any existing alarms.
Security Systems	None noted	N/A	N/A



Image 41: Electrical Service and Panels



Image 42: Electrical Service and Panels. Service connection visible on left above roofline. Solar panels are flat to the roof to the left of the chimney

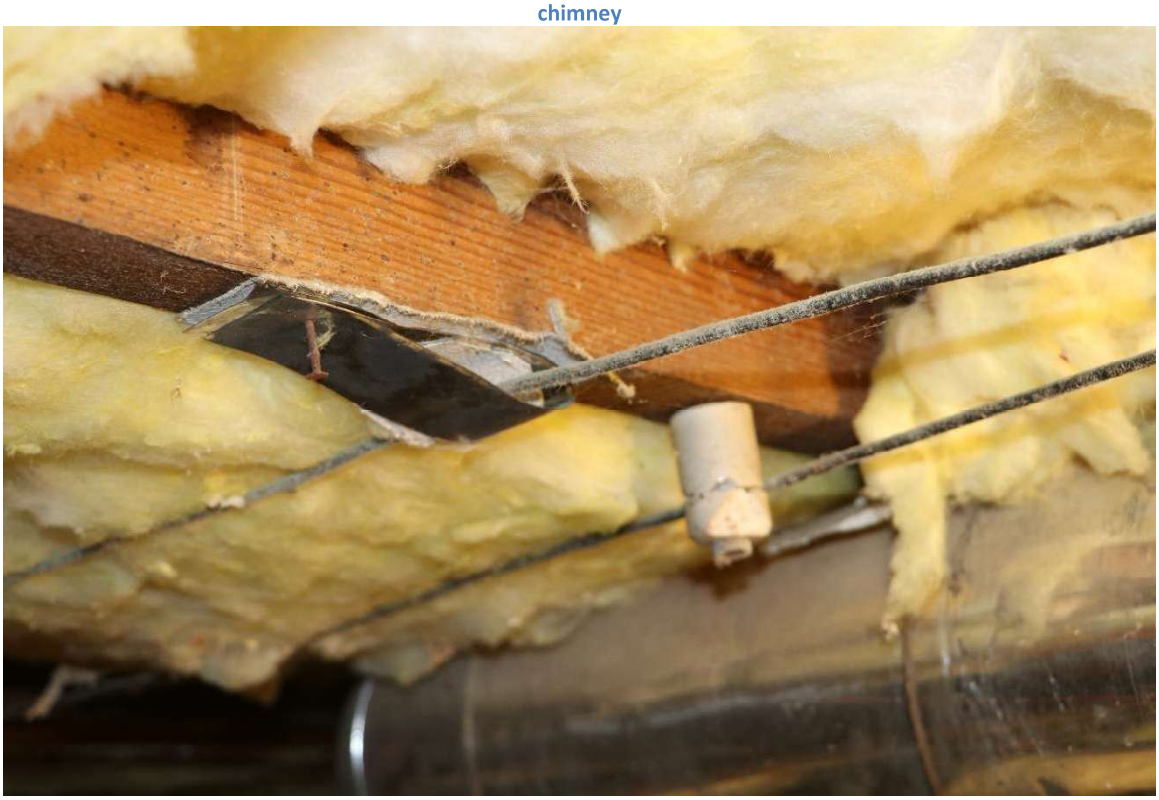


Image 43: Electrical Distribution. Basement. Knob and tube wiring with broken insulator



Image 44: Interior Lighting

4.0 Analysis & Compliance

4.1 Hazardous Materials

Considering the age of the building, lead paint is likely to found on any original painted surface. A lead paint test should be conducted before starting any activity that is likely to disturb paint.

Drywall taping compound should be tested for asbestos.

4.2 Building Code Compliance

As an existing residence the building code allows continued use of the building, even though all elements may not meet current building codes. Except in cases where dangerous or hazardous structural issues are identified.

The following are some items that do not meet current code but may be used as a continued use:

- Knob and tube wiring must be properly insulated
- Smoke alarms and Carbon Monoxide detectors are not present in all location required.

- Egress windows in every bedroom. Main level windows are slightly under sized. 2nd floor bedroom window is smaller and should be replaced with egress windows

Any new construction (additions or alterations) will be required to meet current building codes at the time of construction.

4.3 Energy Efficiency

Building Insulation; existing and prescriptive standards for additions and remodels:

Building Element	Existing Insulation	2021 IECC Standard
Walls	Unknown	R-21
Basement/Crawl Space	Unknown thickness	R-21
Ceiling/ Roof	Unknown	R-60

Mechanical Equipment

See section 3.7 Mechanical Systems

4.4 Zoning Code Compliance

The property is zoned RM, residential medium density, and is within the Old Town Overlay. The lot meets the minimum lot size. The building is zoned residential and is being used as a residence. No zoning code violations are noted.

5.0 Preservation Plan

5.1 Prioritized Work

The following identifies two categories of prioritized work:

High Priority is work necessary to stabilize the structure and assure it is weather tight. This work may also include other Items which fall within the Critical or Serious Deficiency categories (see definitions below)

- Remove (or repair) the exterior brick chimney. Repair wall and roof in this area.
- Reinforce floor framing on main level
- Evaluate electrical system by qualified electrician to determine if any of the distribution system that was inaccessible is up to code
- Regrade on the west side to improve drainage. Redirect downspouts away from the building

Medium to Low Priority work includes Minor Deficiencies and preservation work, and reconstruction work for interpretive purposes.

- Improve drainage along the sides of the building
- Repair and repaint siding at roof/wall junctions
- Conduct maintenance on all windows to improve operability
- Conduct maintenance on all exterior doors to improve weather sealing

See cost estimate worksheet for a more complete list

DEFINITIONS

CRITICAL DEFICIENCY: One or more of the following indicate a critical deficiency:
1. Advanced deterioration has resulted in failure of the building element, feature, or space, or will result in its failure if not corrected within two years.
2. Accelerated deterioration of adjacent or related building materials has occurred as a result of the feature or element's deficiency.
3. The feature or element poses a threat to the health and/or safety of the user.
4. The feature or element fails to meet a code/compliance requirement.

SERIOUS DEFICIENCY: One or more of the following indicate a serious deficiency:
1. Deterioration, if not corrected within two to five years, will result in failure of the feature or element.
2. Deterioration of a feature or element, if not corrected within two to five years, may pose a threat to the health and/or safety of the user.
3. Deterioration of adjacent or related building materials and/or systems will occur as a result of the deficiency of the feature or element.

MINOR DEFICIENCY: One or more of the following indicate a minor deficiency:
1. Standard preventive maintenance practices and building conservation methods have not been
followed.
2. A reduced life expectancy of affected or related building materials and/or systems will result.
3. A condition exists with long-term impact beyond five years

5.2 Estimate of Probable Costs of Construction

Since the Architect has no control over the cost of labor, materials, equipment, the contractor's method of determining prices, or market conditions, opinions of probable costs, as provided herein, are made on the basis of our experience with similar project types and represent our best judgment as design professionals familiar with the rehabilitation/ construction industry. The Architect cannot and does not guarantee that proposals, bids or the construction costs will not vary from our opinions of probable costs.

Notes:
The allowance for general conditions provides for the General Contractor's mobilization, temporary facilities, builders risk insurance, and contingencies.

General Contractor overhead includes indirect costs such as permits, Workers' Compensation, insurances and supervision.

Contingency (for construction) provides for uncovered existing conditions, weather delays and other unforeseen conditions.

Abbreviations

ea	lump sum
sf	square feet
lf	lineal feet
sq	square

Estimate of Probable Costs Worksheet

High Priority Work

Task	*Quantity*	*Unit*		*Unit Cost*		*Total*
3.1 Site						
Grading (re-grade along west side)	1	EA	$	2,500.00	$	2,500
3.2 Structural Systems						
Foundations: Add intermediate supports pads	1	EA	$	2,500.00	$	2,500
Floor framing: Add intermediate supports	1	EA	$	1,200.00	$	1,200
Evaluate Interior concrete retaining wall	1	EA	$	600.00	$	600
Brick Cellar Foundation Wall	1	EA	$	4,500.00	$	4,500
3.3 Envelope - Exterior walls						
Remove Exterior Chimney (unsafe condition) and repair wall and roof	1	EA	$	4,000.00	$	4,000
3.4 Envelope - Roofing and Waterproofing						
Repair at removed chimney	1	EA	$	1,500.00	$	1,500
3.5 Windows and Doors						
Repair or replace windows (Main Floor)	11	EA	$	250.00	$	2,750
3.6 Interior Finishes						
Remove drop ceilings patch and repair plaster	1	EA	$	4,400.00	$	4,400

3.7 Mechanical Systems						
Evaluate venting in basement	1	EA	$	600.00	$	600
3.8 Electrical Systems						
Evaluate electrical system for uninsulated knob and tube wiring	1	EA	$	600.00	$	600
Install smoke alarms and carbon monoxide detectors required per code	4	EA	$	75.00	$	300
Add GFI outlets at locations required per code	1	EA			$	-
4.1 Hazardous Materials						
Asbestos testing	1	EA	$	800.00	$	800
4.2 Building Code Compliance						
See Electrical above						
Egress Window at 2nd floor bedroom	1	EA	$	3,500.00	$	3,500
Subtotal High Priority Costs					**$**	**29,750**
Other						
Permits, Contractor O&P, Professional fees	15%				$	4,463
Subtotal					$	34,213
Contingency	10%				$	3,421
Total High Priority Costs					**$**	**37,634**

Low Priority Work

Task	*Quantity*	*Unit*		*Unit Cost*		*Total*
3.1 Site						
Parking- Repair at garage	1	EA	$	1,500.00	$	1,500
3.2 Structural Systems						
Wall Framing- Strengthen header at NE addition	1	SF	$	850.00	$	850
3.3 Envelope - Exterior walls						
Exterior Prep and Painting	1	EA	$	9,500.00	$	9,500
3.4 Envelope - Roofing and Waterproofing						
Downspout repair& extensions (See 3.1 Site Grading)	1	EA	$	800.00	$	800
Roofing- flashing & inspection	1	EA	$	2,500.00	$	2,500
3.5 Windows and Doors						
Doors: Improve air sealing and weather stripping	2	EA	$	300.00	$	600
3.6 Interior Finishes						
Refinish wood floors (Main Floor)	1	EA	$	6,000.00	$	6,000
Wall Finish, Trims and Built- Ins (further assessment required)	1	EA	$	2,500.00	$	2,500
4.0 Building Code Compliance						
Install insulation and air sealing	1	EA	$	7,500.00	$	7,500
Subtotal Low to Medium Costs					**$**	**31,750**
Other						
Permits, Contractor O&P, Professional fees	15%				$	4,763
Subtotal					$	36,513
Contingency	10%				$	3,651
Total Low Priority Costs					**$**	**40,164**

6.0 Bibliography

Bibliography

Bacon, Bridget. *600 Pine St. History.* Louisville Historical Museum Department of Library & Museum Services, City of Louisville, Colorado. August 2013

Weeks, Kay D. and Anne E. Grimmer. *Secretary of Interior's Standards for the Treatment of Historic Properties.* Washington, D.C.: Library of Congress Cataloging-in-Publication, 1995.

Online Sources

Myers, John H. *Preservation Briefs: 9 The Repair of Historic Wooden Windows.* U.S. Department of the Interior. National Park Service.
https://www.nps.gov/orgs/1739/upload/preservation-brief-09-wood-windows.pdf

City of Louisville. Louisville Historical Museum. *Boulder County Assessor Cord for 1045 Front St., Louisville, CO.*
https://louisvilleco.catalogaccess.com/archives/11559

7.0 Appendix

Structural Engineer Report
As-Built drawings

JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

www.jvajva.com

May 6, 2024

Peter Stewart
Stewart Architecture
1132 Jefferson Avenue
Louisville, CO 80027

RE: 600 Pine Street
Louisville, CO 80027
Rapid Visual Structural Assessment Memo
JVA Job Number 240709.STR

Dear Mr. Stewart:

BACKGROUND & PURPOSE
The homeowner is working with Stewart Architecture to prepare a Historic Structures Assessment (HSA) of their house. JVA was contacted by Stewart Architecture to provide structural input. This memo is intended to supplement the architectural HSA with high-level structural findings.

JVA visited the site for approximately 3 hours on April 12, 2024 to perform a rapid visual structural condition assessment. Our field work included a limited review of accessible envelope, framing, and foundation elements as well as discussions of the home's history with the homeowner.

The information contained in this memo is intended to describe our observations of the visible structural systems and their conditions, followed with recommended structural treatment strategies. No structural design has been completed at this stage. Structural treatment recommendations have been made based only on our observations, our experience treating similar condition issues, and our preliminary analysis.

DESCRIPTION
The house was originally a one-story structure constructed over a crawlspace. The walls, floor, and roof are wood framed. The original foundation is rubble stone masonry. There is a small subterranean space (roof cellar, coal chute, or crawlspace access well) just to the south of the main house and beneath the rear porch that is constructed of clay-brick masonry.

The chimneys are also brick. The interior chimneys have been truncated below the roof level. The exterior chimney on the east is extant today.

At the northeast corner, there is an addition where there was likely once a front porch (Figure 1). The addition floor appears to be a concrete slab on grade and the walls and roof are wood framed. The addition's roof eave is discernable in the 1948 Real Estate Appraisal Card photograph.

Along the south, the former screened-in porch has been insulated and fully enclosed. The homeowner estimated that the modification occurred in the 1950s.

Beneath the east framing bay of the first floor there is a dugout basement area that is represented in the architectural cross section. The walls of the deepened section are board-formed concrete. The vintage of this modification is unknown.

A second floor was added and according to the homeowner's records, the work occurred in 1985-6.

STRUCTURAL EXISTING CONDITION FINDINGS AND *RECOMMENDATIONS*

Interior Chimneys: The interior chimneys corbel inward to bear on the interior partition walls (Figure 2Figure 1). The chimneys terminate somewhere in the attic space. There is minor finish staining/damage on the walls near one of the interior chimneys indicating former water leaks at the roof-to-chimney interfaces. There are no cracks in the walls near the chimneys that would indicate insufficient support or rotation.

Recommendation: Monitor the chimneys. If cracking occurs in the supporting walls, consider removing the elevated brick masonry.

Exterior Chimney: The exterior chimney has a clay tile flue liner. The chimney is in good condition above the roof line. It is in poor condition below the roof line as the valley drains onto the chimney and it in turn suffers freeze-thaw damage. Many of the bricks at the base have been lost (Figure 3). The chimney is unsafe.

Recommendation: From a structural perspective, the chimney should be removed (assuming that it is inactive and not being used as a furnace vent). Behind the chimney, the siding and eave framing should be constructed to match the adjacent siding and eave framing. Alternatively, the chimney can be repaired by replacing missing and damaged bricks in kind. A new roof drainage strategy could be employed to lengthen the time between masonry repairs/maintenance work.

Northeast Addition: Structurally, the porch addition appears to be performing satisfactorily. However, there is a crack in the finish wrapping the header over the widened opening between the original house and the addition (Figure 4).

Recommendation: Monitor the crack. If it lengthens or widens, strengthen the header beam with a sister.

Northeast Addition (Architectural Note): The addition conceals the former clipped corners of the east and north gable end walls; and it conceals the eaves that formerly cantilevered over the corners. The original form may be considered character defining. The addition's low slope roof creatively transitions with the cross-gable roof (Figure 5).

Recommendation: A restoration project could consider removing the addition to reinstate the clipped corners. A new addition could be reconstructed that is of a smaller and lower form.

South Porch: The south porch is constructed minimally. Rafters are expected to be 2x4s, the 2x4 studs of the south wall are spaced approximately 2'-4" apart, the header over the windows appears to be a single 2x member, and the ledger is likely nailed only to the siding.

Recommendation: Monitor the porch structure during significant wind and snow events. If cracks in the finishes occur, or if a rehabilitation project is undertaken, strengthen the framing in a way that is sympathetic to the porch's historic form.

Second Floor Addition: The second-floor addition involved introducing a staircase, converting former attic spaces to conditioned storage spaces, and creating a full height area with a roof monitor/clerestory (Figure 6). The work was performed by a reputable contractor (Peter Modafferi) that is still in business today. The former attic floor was observed in one area to have been strengthened with 2x10 joists.

There were no cracks visible in the drywall ceiling of the vaulted bedroom space which implies that the roof framing is structurally sound.

Recommendation: None unless a restoration is being considered. Note that the addition's load path to the foundation is difficult to discern with certainty because the framing is concealed. If a future remodel or rehabilitation impacting the first floor were to occur, care should be taken to maintain the addition's load path to the ground.

Wall Framing: Walls are expected to be framed with 2x4 studs spaced at 16 or 24 inches. Headers over openings are expected to be (2) 2x4 oriented flatwise. Siding is likely directly applied to the studs but there may be a layer of sub-sheathing. The interior sides of the stud walls are likely wood lath and plaster. No distress was observed that would indicate that the historic construction is insufficient.

Recommendation: None. However, an ambitious rehabilitation that exposes the studs, (for new wiring or insulation for example), would present an opportunity to strengthen headers and augment studs under beams. If the siding were removed, a layer of sub-sheathing surfaced with a weather barrier layer would be recommended.

Floor framing: The first floor is framed with 2x8 joists spaced at 16" (verify in next phase) spanning east-west. A bearing line exists under the north-south wall that divides Bedroom 3 from the Kitchen and Bedroom 2 from the Living Room. A north-south bearing line is believed to have existed under the middle of the Living Room. It is unclear if there was a bearing line centered under the Kitchen. Today, the joists spanning between 12 and 14 feet beneath Bedroom 3, Bedroom 2, and the Sewing Room appear to be continuous, intact, and performing satisfactorily. The joists spanning between 14 and 17 feet beneath the Kitchen and Living Room respectively are not all continuous or intact. There is perceptible unevenness of the Kitchen and Living Room floors. It is believed that former crawlspace bearing lines were altered when the basement was introduced and when the furnace and ductwork were installed. Also, the remaining crawlspace level bearing line under the primary north-south first floor bearing wall is compromised; only a double 2x plate supports the floor joists and bearing wall between isolated stone pedestals with wood shims (Figure 7). The double 2x plate appears to be bowed downward between supports.

Recommendation: In the short term, the most concerning first floor framing issues should be addressed. Under the primary bearing line, intermediate supports should be placed between the existing ones to halve the span of the deflected double 2x plate. All the Kitchen and Living Room joists should be checked to see that they are continuous between supports or are supported by posts where they are not. Some posts are already in place, but it is suspected that more posts are necessary under the low spots in the floor and in the vicinity of the furnace and trunk duct lines where framing may have been compromised. In the long term, a more systematic floor inspection and strengthening campaign should be endeavored. Given the congestion created by the heating system components, the comprehensive structural floor framing work can only occur during a time that the heating system is overhauled, or by removing the flooring and working from above.

Perimeter Stone Foundation and Perimeter Grading & Drainage: The perimeter stone foundation appears to be in good condition, but it is difficult to see on the exterior or interior, so the condition rating is unconfirmed. On the exterior the stone has been parged which can be effective to slow water intrusion into the assembly provided that the parge coat extends below grade to the base of the foundation wall. Grade appears to slope downward from west to east. On the west side of the house the grade is relatively high and is within a few inches of the base of the wood framing (Figure 8).

Recommendation: The parge coat will be difficult to remove without damaging the underlying stone masonry so it should remain and be maintained. The parge coat should be confirmed to extend to

the base of the masonry stem wall. Otherwise, surface water can enter the below grade portion of the masonry and then be able to escape on the crawlspace side only. Grade on the west side of the house should be contoured to direct surface water away from the house and be lowered to at least 8" below the base of the wood framing to lessen the risk of moisture-borne deterioration to the rim joist and plate. A perimeter drain may also be prudent.

Interior Concrete Retaining Walls: The board formed concrete walls that bound the deeper basement area are in seemingly good structural condition. Cracks were not observed that would form if the walls were leaning inward and the walls appear be very thick (verify in next phase as not all the wall is accessible for observation). The vertical surfaces of the concrete are deteriorating, and there is efflorescence, indicating that the backside of the wall is receiving moisture that is evaporating on the exposed side (Figure 9).

Recommendation: Inspect the concrete retaining wall in its entirety to confirm that it is intact and performing well. Refer to recommendations above to limit moisture that infiltrates the building footprint. Parging the inside face of the concrete retaining wall is not recommended.

Brick Cellar: The interior of the brick cellar area was not observed as it is not readily accessible. However, the stone to brick interface is visible and is in poor condition at this location (Figure 10).

Recommendation: This corner of the foundation should be reconstructed, including the concrete base that has a crack signaling movement. The interior of the cellar should be reviewed by a mason or structural engineer, and the walls/foundation reconstructed where they are deteriorating.

Thank you for the opportunity to participate in this assessment. Please reach out if there are any questions and/or if you would like us to advance any of the recommendations.

Sincerely,
JVA, INCORPORATED

By: _____
Ian Glaser, PE
Principal

Reviewed By: Christine Britton, PE
Project Manager, Associate

IMAGES



Figure 1: East elevation. Note northeast addition and chimney at roof valley



Figure 2: Interior chimney corbel at partition wall



Figure 3: Missing bricks at base of chimney along east elevation



Figure 4: Crack at header between original house and addition



Figure 5: Northeast addition. Note over-framing at roof transition

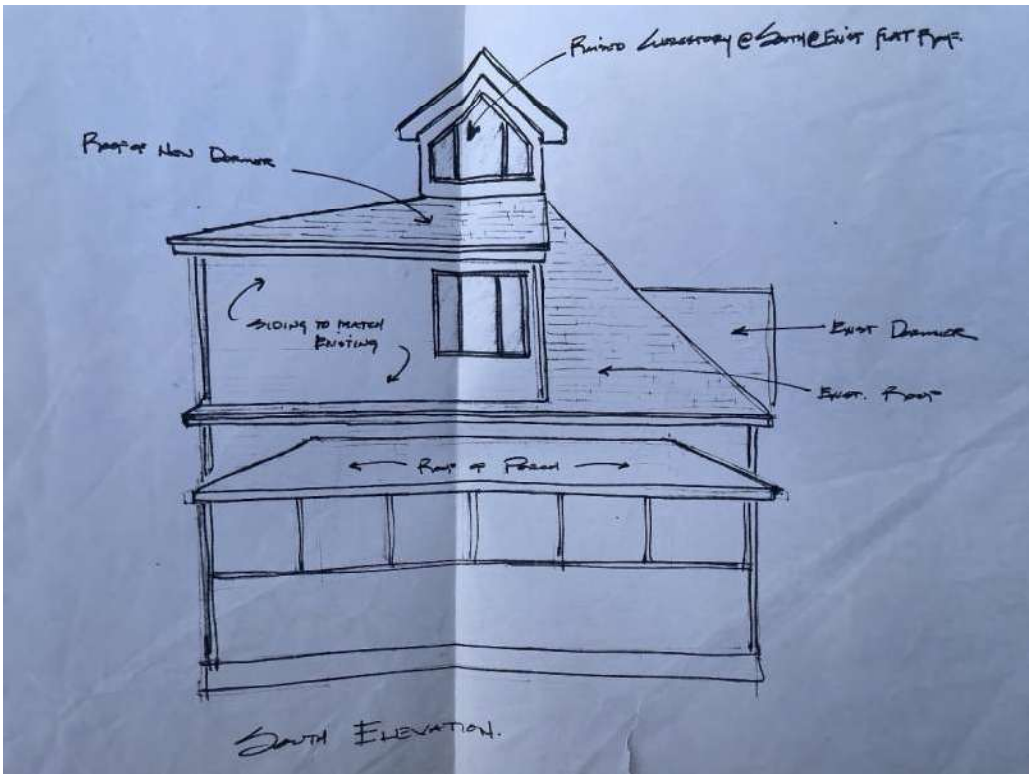


Figure 6: South addition rendering circa 1985-6



Figure 7: Crawlspace bearing line. Note one (2) 2x oriented flatwise between stone piers



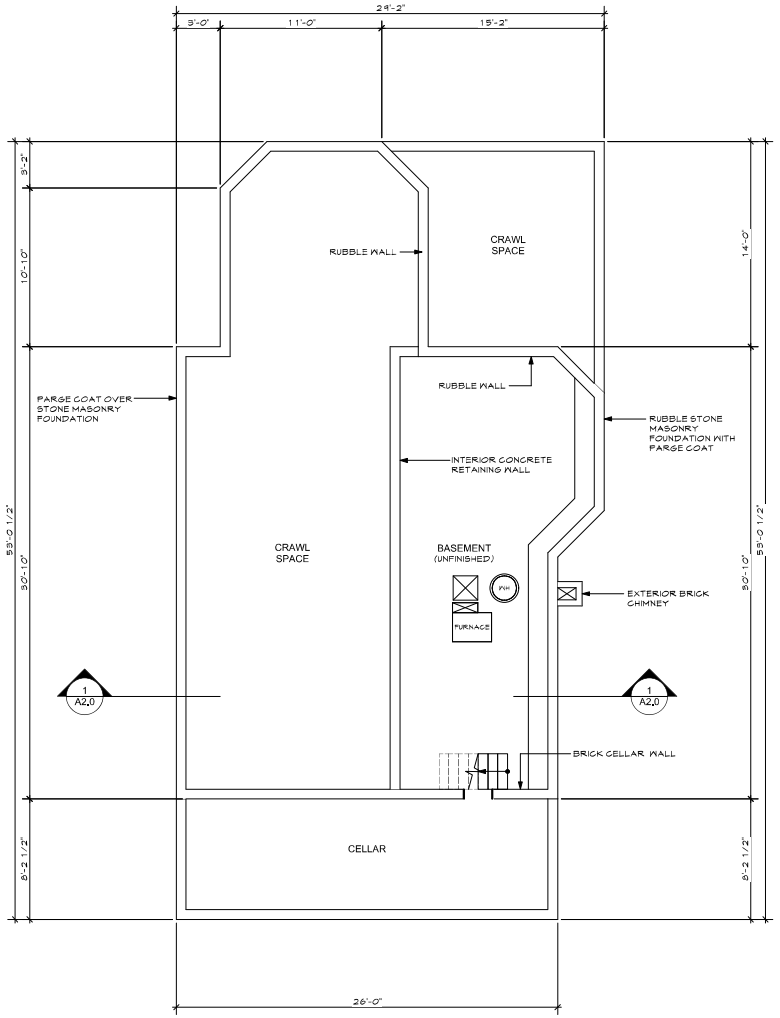
Figure 8: Parge coat over stone masonry foundation and grade proximate to wood framing



Figure 9: Inside face of concrete retaining wall. Note loss of cement paste and exposed aggregate due to moisture migration



Figure 10: Area of foundation wall at stone to brick interface due for partial reconstruction



EXISTING CRAWL SPACE PLAN

1/4"=1'-0"

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

Prepared for:

MALCOLM RESIDENCE

600 Pine Street, Louisville, CO 80027

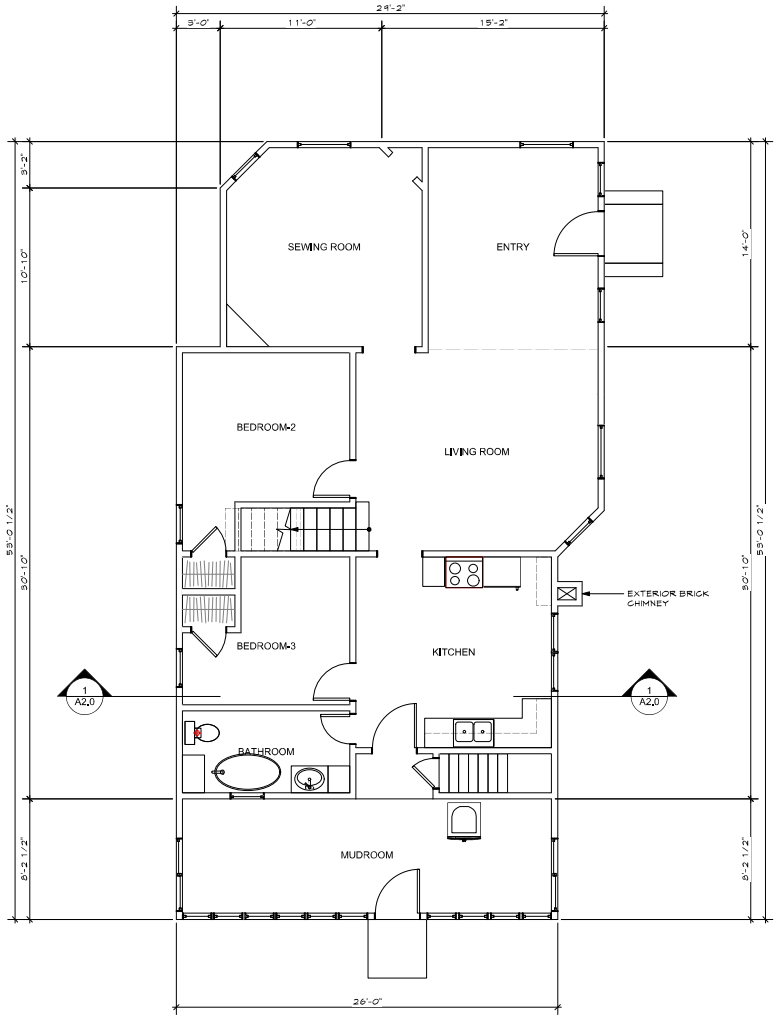
LOTS 1-2-3 BLK 12 PLEASANT HILL

Issue:

Date	Comments	Init.
April, 2024		

Sheet Title
Existing Crawl Space Plan

Sheet No.
A1.0



EXISTING MAIN FLOOR PLAN

1/4"=1'-0"

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

Prepared for:

MALCOLM RESIDENCE

600 Pine Street, Louisville, CO 80027

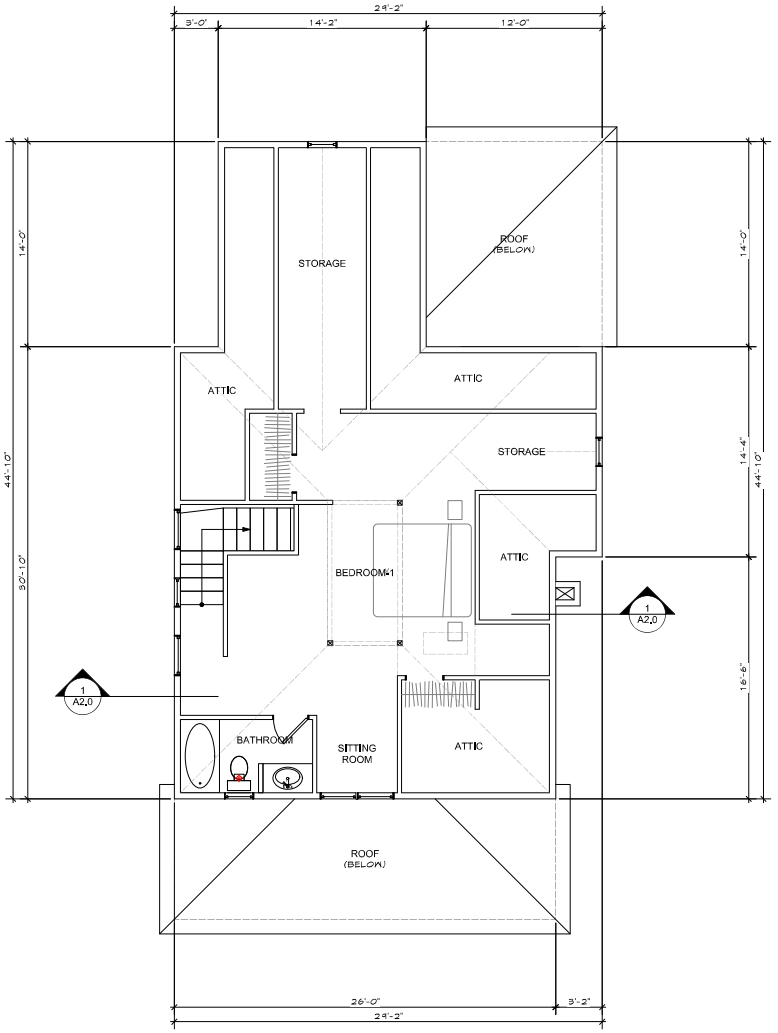
LOTS 1-2-3 BLK 12 PLEASANT HILL

Issue:

Date	Comments	Init.
April, 2024		

Sheet Title
Existing Main Floor Plan

Sheet No.
A1.1



EXISTING SECOND FLOOR PLAN

1/4"=1'-0"

N

stewart
ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

Prepared for:

MALCOLM RESIDENCE

600 Pine Street, Louisville, CO 80027

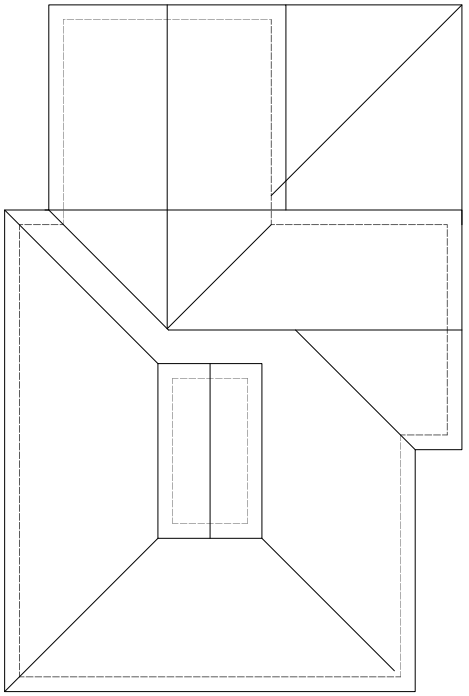
LOTS 1-2-3 BLK 12 PLEASANT HILL

Issue:

Date	Comments	Init.
April, 2024		

Sheet Title
Existing Second Floor Plan

Sheet No.
A1.2



EXISTING ROOF PLAN

1/4"=1'-0"

N

stewart
ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

Prepared for:

MALCOLM RESIDENCE

600 Pine Street, Louisville, CO 80027

LOTS 1-2-3 BLK 12 PLEASANT HILL

Issue:

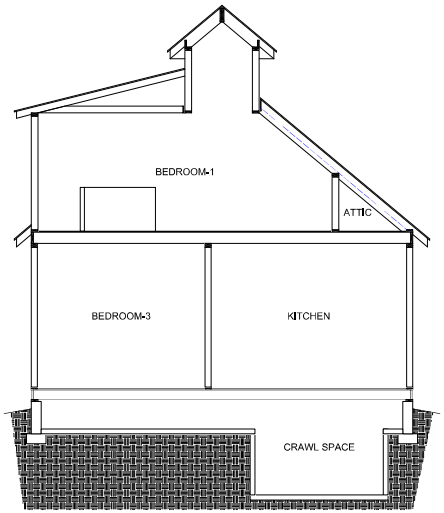
Date	Comments	Init.
April, 2024		

Sheet Title

Existing Roof Plan

Sheet No.

A1.3



1 A2.0 EXISTING CROSS SECTION
1/4"=1'-0"

stewart ARCHITECTURE
1132 JEFFERSON AVE.
LOUISVILLE, CO 80027
303. 665. 6668

Prepared for:

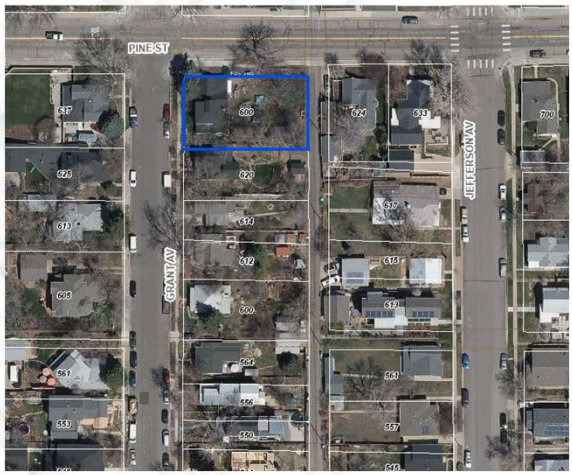
MALCOLM RESIDENCE
600 Pine Street, Louisville, CO 80027
LOTS 1-2-3 BLK 12 PLEASANT HILL

Issue:

Date	Comments	Init.
April, 2024		

Sheet Title
Existing Section

Sheet No.
A2.0



City of Louisville

600 Pine Street

Landmark Request
Grant Request

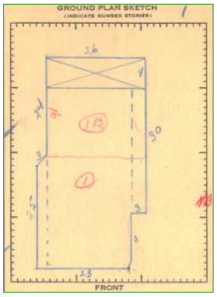
City of Louisville

Landmarking

- Built ca. 1905
- Queen Anne architectural style, largely maintained
  - Relatively rare style in Louisville
- Social significance includes military service, local businesses, women's social clubs



1948







Present-Day

City of Louisville

Preservation & Restoration Grant Criteria

- Original request: $4,250
  - Half of estimated project cost
- Recommended request: $5,750
  - To include chimney cricket repairs
- Related to rehabilitation work
- Considered a high priority item in HSA

Table 1. Summary of staff analysis of qualification of Preservation Grant requests under Reso. 17, Series 2019.

Requests		Analysis		Requested under extraordinary circumstances?
Description	Amount	Preservation, Restoration, or Rehabilitation?	In HSA?	
Chimney repairs – Remove existing chimney and rebuild using similar bricks	$8,500	Rehab.	✓	No
Total Project Cost	$8,500			
Total Requested	$4,250	Half of the estimated project cost.		
Total Recommended	$5,750	Additional $1,500 in matching funds for cricket repairs.		

City of Louisville

Staff Recommendation

- Approval of Resolution No. 26, Series 2025 to landmark, grant a landmark bonus, and name the home as the Malcolm House.
- Approval of Resolution No. 27, Series 2025 for a preservation and restoration grant in the amount of $5,750.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10C

SUBJECT: **ORDINANCE NO. 1892, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITED IN THE CITY OF LOUISVILLE – 2ND READING (advertised City of Louisville Website 03/21/2025)**

DATE: **APRIL 15, 2025**

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

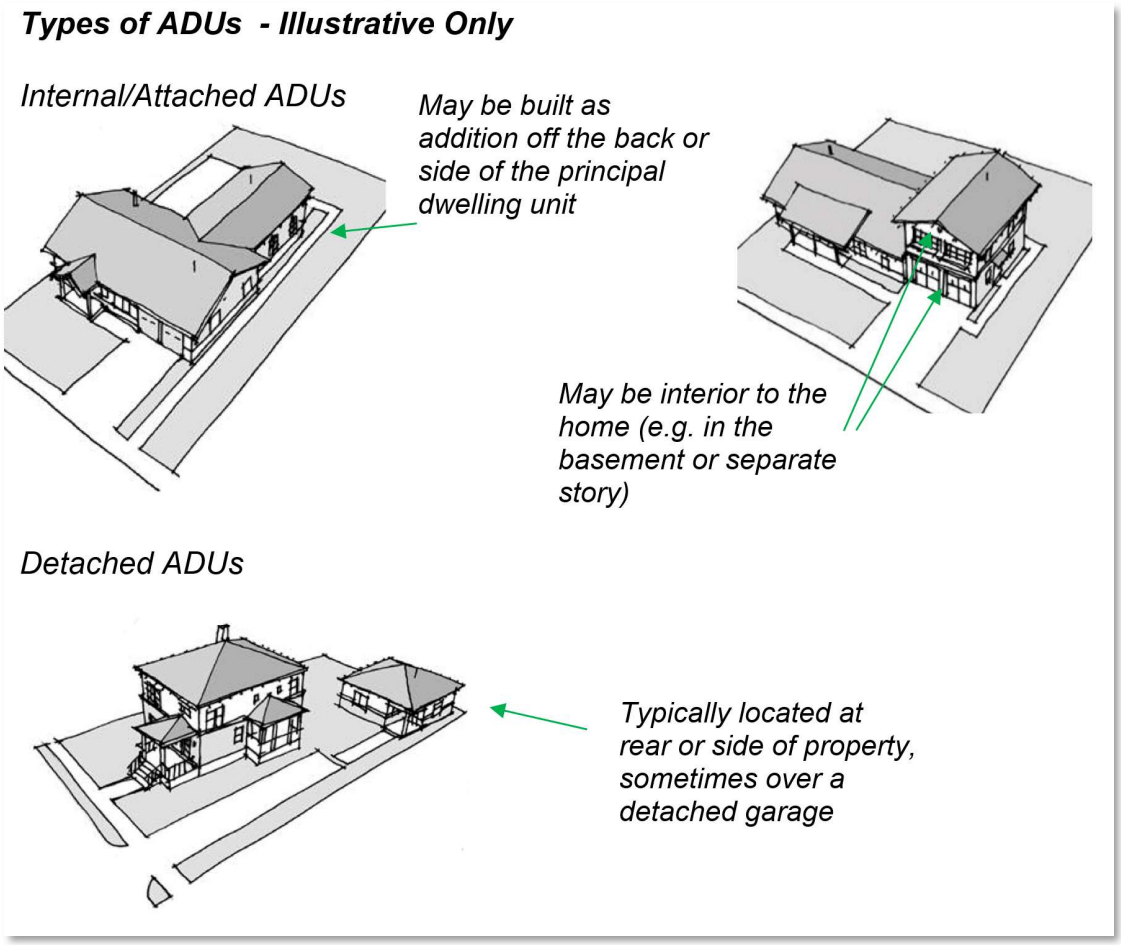
SUMMARY:
Attached is a proposed ordinance to comply with Colorado House Bill 24-1152 that requires the City of Louisville to allow Accessory Dwelling Units in all single family residential zone districts by June 30, 2025. This item also implements several Housing Plan policies and is on the City Council 2025 Work Plan.

BACKGROUND:
The Louisville Municipal Code (LMC) does not currently address ADUs, therefore they are not allowed. The LMC only allows "guest houses" in all residential zone districts that cannot be rented or sold as a separate unit or have full kitchens. The City also allows the renting of one room in a home, referred to as a "rooming unit". The LMC does not currently allow short term rentals anywhere.

HB 24-1152 Section 29-35-102 defines an ADU as an internal, attached, or detached dwelling unit that:

- Provides complete independent living facilities for one or more individuals;
- Is located on the same lot as a proposed or existing primary residence; and
- Includes facilities for living, sleeping, eating, cooking, and sanitation.

HB 24-1152 also has detailed ADU standards the City must comply with addressing topics like setbacks from property lines, minimum sizes, parking requirements, and whether the owner must reside on the property. Table 1 provides a more detailed summary of HB 24-1152.



Summary of HB 24-1152 Requirements

Table 1 summarizes the key elements of HB 24-1152 and what the City can and cannot do within each topic. Attachment 3 is the signed bill, and Attachment 5 is the State guidance for a more in-depth summary of the bill.

Table 1: Summary of HB 24-1152

Topic	The City Must:	The City May Not:
Allowance for ADUs	Allow both attached and detached ADUs on all lots where single family units are allowed.	Prohibit ADUs on any lot where a single family dwelling is allowed, including areas with PUDs. No private Homeowners Associations (HOA) can prohibit an ADU as accessory to a single family dwelling, although the City does not enforce HOA regulations.

Table 1: Summary of HB 24-1152

Topic	The City Must:	The City May Not:
ADU Permitting Process	Allow ADUs as an administrative approval, subject to only objective standards.	Require ADUs accessory to single family dwellings to be approved through a discretionary process, or with any public notice or hearings. A discretionary process, for example, would include subjective standards like "consistent with neighborhood character". Any ADU standards must be objective like metrics for setbacks, building heights, etc. The bill does allow the City to require historic preservation review for an ADU like any other building.
ADU Development Standards	• Allow ADUs between 500-750 square feet. • Allow ADUs with the same standards generally as an accessory building or the primary house.	Require any design standard for an ADU that is more restrictive than what is required for the primary single family dwelling unit. Examples include building materials, locations of windows or patios, or roof pitches. Require any development standard that is more restrictive than the primary unit, and in some cases, development standards more restrictive than for an accessory building (e.g., storage shed). Specifically, the City may not require a greater side setback for ADUs than what is required for the primary unit and may not require a greater rear setback than what is required for accessory buildings. The City can regulate the height of ADUs under HB 1152.
ADU Parking Requirements	Allow ADUs on all single family lots even if they don't have assigned parking spaces, with some limited exceptions.	Require parking designated for the ADU, except for instances where: • Zoning regulations already require parking for the primary unit; • There is no existing parking space on the lot that can be used for the ADU; and • On street parking is prohibited on the block the ADU property is on.
Property Owner Occupancy on ADU Lots	Allow ADUs on all single family lots, regardless of whether the property owner resides in the ADU or the primary unit, with a limited exception.	Require property owner occupancy of the ADU or primary unit, except at the time of permit for the ADU. The City may not require that the property owner occupies either the ADU or primary unit if both units are being constructed at the same time.

Under HB 24-1152, the City can demonstrate that there are methods in place to facilitate development of ADUs to be designated as an ADU Supportive Jurisdiction. Such designation would make ADU-related projects in Louisville eligible for state grant funding. The law lists ten potential strategies (*see Attachment 3, 29-35-104*) and cities must meet at least one of them to be an ADU Supportive Jurisdiction. The proposed ordinance has two of them, as summarized in the Proposal sections below that are: 1) to create an incentive for deed restricted affordable ADUs, and 2) to allow existing units that may meet the definition of an ADU but do not comply with all current standards a grace period until the end of 2026 to register with the City to have legal nonconforming status.

2023 ADU Community Engagement
In 2023, City staff conducted targeted, ADU-related community engagement with residents in the Marshall Fire recovery area. Over 100 residents provided feedback on questions related to topics that are now mandatory under HB 24-1152. Such questions addressed whether residents would support allowing ADUs, and preferences around the size of ADUs and parking. Opinions were mixed from the survey and City staff at that time elected to expand the scope of the ADU project citywide. The full results from this engagement in February 2023 can be found on the project webpage under "Summary Report of February Community Responses".

City Council Discussion/Direction – June 4, 2024
City staff presented a summary of HB 24-1152 and the proposed approach to address ADUs to City Council in June 2024. The specific approach shared focused on compliance with the bill, options for incentives for certain types of ADUs, and public information sharing as the ADU ordinance progresses. At this meeting, City Council requested staff to consider an ADU ordinance that:

- Includes incentives for certain ADUs including deed restricted affordable units, landmarked properties, and accessible units;
- Addresses a voluntary pathway for compliance of existing units that may meet some of the features of an ADU; and
- Includes technical or financial assistance the City can provide to support development of ADUs, to the extent possible.

The video of this City Council meeting can be found at this link starting at about 1:48.

PROPOSAL:
The proposed ordinance complies with HB 24-1152 and addresses some of the limited areas where the City has discretion to customize the ADU regulations to Louisville. Table 2 below and the Proposed Supplemental ADU Regulations section below provides a summary of the key elements of the ordinance. Attachment 1 is the full proposed ordinance. Attachment 7 includes illustrations of what the proposed size and location regulations would look like on typical Louisville lots. Attachment 4 includes a summary of current peer city ADU regulations.

Table 2: Summary of Key Elements of Proposed ADU Ordinance			
Topic	**Proposed ADU Regulation**		**Rationale**
Allowance for ADUs	All zone districts that allow single family dwellings. See Attachment 6 for a map of these areas.		To comply with HB 24-1152.
Property Owner Occupancy of ADUs	Owner occupancy is not required for the ADU or primary single family unit.		To comply with HB 24-1152.
Maximum ADU Size	Detached ADU	< 50% of primary single family unit building floor area or 800 square feet. Square footage for any garage space is excluded from the calculation.	To comply with HB 24-1152 and to align with peer jurisdictions. Regarding the garage space, to recognize that garage space is not part of the ADU living area and may not serve the ADU. A maximum size ensures the ADU remains subordinate and accessory to the primary unit and may also help to limit any potential density related impacts to a neighborhood. Allowing equal size or near equal size of an ADU to the primary unit would in effect result in duplex zoning, which is not the purpose of the regulations.
	Attached ADU	< 50% of primary single family unit building floor area or 1,000 square feet, whichever is less. Square footage for any garage space is excluded from the calculation.	To comply with HB 24-1152, recognize the proposed ADU square footage may already exist within the primary unit for a conversion, and align with peer jurisdictions. Regarding the garage space, to recognize that garage space is not part of the dwelling unit living area. As with the detached ADU size limit, the intent is to ensure that the ADU remains subordinate and accessory to the primary unit.
Maximum ADU Building Height	Detached ADU	20’ in all single family residential zone districts outside of Old Town.	To consider detached ADUs the same as other types of accessory buildings (e.g., garages) relative to building height.
		25’ in single family zone districts in the Old Town overlay district.	To address unique conditions in Old Town including roof pitch requirements and alley access. The Analysis section below provides a more detailed summary of this recommendation.

Table 2: Summary of Key Elements of Proposed ADU Ordinance			
Topic	**Proposed ADU Regulation**		**Rationale**
Maximum ADU Building Height (cont'd)	Attached ADU	Same as primary single family dwelling unit building height maximum.	To comply with HB 24-1152.
ADU Setbacks from Side Interior, Street, and Rear Property Lines	Detached ADU	Same as for other detached accessory buildings.	To comply with HB 24-1152 and consider detached ADUs the same as other types of accessory buildings (e.g., garages) relative to side and rear setbacks.
	Attached ADU	Same side setback as for primary building, same rear setback as for accessory building.	To comply with HB 24-1152.
ADU Setbacks from Front Property Lines	Detached ADU	Same as for other detached accessory buildings.	To comply with HB 24-1152.
	Attached ADU	Same as for primary single family building.	To comply with HB 24-1152.
Parking for ADUs	One off street parking space must be designated for the ADU only if: • There is not currently a "spare" parking space available for the primary dwelling, and • On street parking is prohibited on the block where the ADU is located.		To comply with HB 24-1152.

Proposed Supplemental ADU Regulations

Nonconforming ADUs

Under this proposal, existing units that meet the proposed definition of an ADU that do not meet all the new ADU regulations would have flexibility to be legally permitted. Such units that do not fully meet the City's adopted ADU ordinance will have a "grace" period until the end of 2026 to obtain legal nonconforming status according to LMC Sec. 17.08.340. This would allow such ADUs to continue in perpetuity with the ability to make minor improvements to the unit. Such an ADU that does not obtain legal nonconforming status during this grace period would be in violation of the LMC.

The proposed grace period would include the ability for a life safety inspection of the ADU by City inspectors, and the ability to make improvements to bring the unit into compliance with building code requirements. Once accepted, the City would provide written documentation that the unit has legal nonconforming status as an ADU.

This process would also address one of the qualifying strategies in HB 24-1152 for Louisville to be an ADU Supportive Jurisdiction and eligible for future grant funding.

ADUs and the City's Inclusionary Housing Ordinance (IHO)
LMC Chapter 17.76 requires that any new residential development include 12% of its market rate units as permanently affordable. The proposed ordinance states that an ADU that is part of a project subject to the City's IHO does not count towards the minimum affordable housing unit set aside. The rationale is that an ADU being accessory to the main unit with size and location restrictions will naturally be more affordable than the primary unit, therefore it should not be considered the same as the larger primary market rate unit for the purposes of the IHO calculation.

This would also address one of the qualifying strategies in HB 24-1152 for Louisville to be an ADU Supportive Jurisdiction and eligible for applicable future grant funding.

ADU Size Incentives
The proposed ordinance would allow an increase in size for ADUs if they are designed as an accessible unit, deed restricted for affordable housing, and any part of the ADU is a landmarked structure, whether that be an attached or detached ADU. Specifically, for such ADUs the ordinance allows the following.

- A detached ADU may be up to 1,000 square feet instead of 800 square feet;
- An attached ADU may be up to 1,200 square feet instead of 1,000 square foot; and
- Accessible units designed for individuals with disabilities may also exceed the lot coverage maximums (the percent of the lot area that can be covered by structures) by 20% for detached ADUs and 25% for attached ADUs. The rationale is to support these ADUs as a community benefit and recognize they will be more limited to one story structures than non-accessible ADUs, hence more challenged to meet lot coverage requirements.

This element of the proposed ordinance would address policies from two adopted plans. The 2015 Preservation Master Plan identifies ADUs as a historic preservation strategy (p. B-1). This element of the proposed ordinance would also address Housing Plan Goal 2: "Expand and Maintain Access to Affordable Housing" (p. 4).

Development Impact Fees for ADUs
The proposed ordinance exempts the first 500 square feet of an accessory dwelling unit from any development impact fees set forth in LMC Chapter 3.18. This proposal aligns with Sec. 3.18.040.B.8 that currently exempts "small additions and renovations for

residential uses" from development impact fees defined as 500 square feet or less. The rationale for the proposed change is to recognize ADUs are accessory to an existing single family unit that would have already been assessed impact fees and to treat them as an addition to the primary single family unit. The city currently has residential impact fees assessed by square footage increments for transportation, parks and trails, and libraries as shown in Table 3 below.

Under the proposed ordinance, if an ADU adds more than 500 square feet of building area to the property and brings the total building area of the combined primary unit and ADU into a new fee category, the fees due would be the difference in fee categories. For example, if an existing home with 1,500 sq. ft. of building area were to add a 700 sq. ft. ADU, the total impact fees due would be $11,977 - $9,045 = $2,932.

Table 3: Current Impact Fees for Single Family Residential Development

	Library	Parks and Trails	Transportation	Total Fee
1,100 sq. ft. of finished floor area or less	$68	$3,645.41	$2,020.74	$5,734
1,101 to 1,400	$92	$4,900.49	$2,560.61	$7,553
1,401 to 1,700	$111	$5,942.39	$2,992.01	$9,045
1,701 to 2,000	$127	$6,793.82	$3,352.76	$10,274
2,001 or more	$149	$7,978.27	$3,849.75	$11,977

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval of the proposed ordinance on February 13, 2025, with the following condition:

- That ADUs designed as accessible be allowed a size increase consistent with the proposed increase for landmarked structures and affordable housing units, with an additional size increase allowance of 20% of the minimum lot coverage requirements for detached accessory dwelling units and 25% for attached accessory dwelling units.

Planning Commission did not evaluate any specific proposed changes to LMC Chapter 13.12 related to water tap fees for ADUs, but they did request the following comments be communicated to City Council:

- That City Council consider modified water tap fees for ADUs to the extent practical, in recognition of the significant barrier such tap fees are to building an ADU.

The Planning Commission discussion on ADUs on February 13 can be found at this link. Attachment 8 includes the minutes from this meeting.

Ordinance Refinements between City Council First and Second Reading

The attached ordinance was first considered by City Council on March 18, 2025 at a first reading. The attached ordinance has some minor changes from what was included in that first reading packet. The purpose of such changes are to more accurately align with Planning Commission's condition on February 13 related to incentivizing ADUs that are designed as accessible to those with disabilities. Planning Commission's condition was to allow a 20% coverage bonus for ADUs designed as accessible. The first reading draft did not address Planning Commission's condition that there also be a *25*% lot coverage bonus for *attached* ADUs designed as accessible.

The attached ordinance also clarifies that all ADUs that meet the definition of accessible under the City's adopted building codes qualify for the lot coverage bonus, not just a specific type of accessible unit as was the case in the first reading draft.

ANALYSIS:

Old Town Overlay Detached ADU Building Heights

The proposed ordinance would allow detached ADUs up to 25 feet in the Old Town overlay area to address the area's unique conditions (*see Attachment 6, Map of Single Family and Old Town Areas*). The maximum height of an accessory building in the Old Town overlay is currently 20 feet per LMC Sec. 17.12.040. Under this proposal, ADUs in all single family residential areas outside of Old Town would have the same building height maximums as any other type of accessory building, which is typically 20 feet. The reasons for allowing taller ADUs in Old Town include but are not limited to:

- *Old Town Roof Pitch Requirements*: The Old Town overlay district requires a minimum roof pitch that would apply to ADUs like it does for all other types of buildings per LMC Sec. 17.12.050. Other single family residential zone districts outside of the Old Town area do not have this requirement that significantly restricts the habitable space of a second story.
- *Old Town Alley Access*: Over 90% of Old Town residential lots have both street and alley access. This allows two means of access to single family residential properties that makes building an ADU more practical, as evidenced by a higher concentration of accessory buildings like detached garages in Old Town with single family residential lots than the rest of the city. There are few single family properties outside of Old Town in Louisville with alley and street access.

How Many ADUs to Expect

The number of ADUs that may be permitted in Louisville is difficult to estimate. Staff anticipate less than 50 per year in the next few years, based on what limited regional data is available on this topic. The Denver-based Bell Policy Center conducted an analysis in early 2024 of how many ADUs have been built in 13 cities that have allowed them in single family areas before HB 24-1152 was approved per 1,000 dwelling units. The outcomes varied from less than 1 in Broomfield to over 2 ADUs per 1,000 dwelling units in Boulder. Louisville currently has about 9,000 dwelling units.

Water and Sewer Tap Fees for ADUs

LMC Title 13 requires water and sewer tap fees for new dwelling units, with variation depending on the type of unit. The City's current code does not directly address ADUs. Attachment 4 includes tap fees charged by other local jurisdictions. Many of those communities do not charge additional tap fees for ADUs. City staff are planning for a discussion/direction with City Council in the near term to address this topic in recognition of this significant cost relative to the cost of building an ADU.

PUBLIC COMMENTS:

Public comments to date are included at Attachment 9, including seven public comments with the February 13 Planning Commission meeting and one additional comment from four architects combined in advance of the April 15 City Council meeting.

FISCAL IMPACT:

Implementation and administration of the Accessory Dwelling Unit Ordinance will take additional staff time and city resources but will also include revenues from permit fees.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 1892, Series 2025 to amend Title 17 and Title 3 to allow Accessory Dwelling Units for the following reasons:

- To comply with Colorado HB 24-52 that requires the City to allow ADUs on all single family lots with other specific standards;
- To implement the Housing Plan goals to Increase Residential Development Opportunities in Louisville, Expand and Maintain Access to Affordable Housing, and Diversity Louisville's Housing Stock. Allowing ADUs will provide a currently lacking housing option in Louisville that can address housing affordability challenges as set forth in HB 24-1152; and
- To implement Housing Plan Action Item 1.4.

ATTACHMENTS:

1. Ordinance No. 1892, Series 2025
2. Planning Commission Resolution 2, Series 2025
3. Colorado HB 24-1152
4. Peer Community ADU Regulations Summary
5. HB 24-1152 State Guidance
6. Map of Single Family and Old Town Areas
7. Illustration of ADU Proposal on Typical Louisville Lots
8. Planning Commission Minutes (February 13, 2025)
9. Public Comments
10. 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**

ORDINANCE NO. 1892
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 AND TITLE 3 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS IN THE CITY OF LOUISVILLE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single family residential lots by June 30, 2025 and comply with detailed supplemental standards related to accessory dwelling units;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity;

WHEREAS, after a duly noticed public hearing held February 13, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 13, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice.

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

Section 1. Louisville Municipal Code Chapter 17.08 – Definitions, is hereby amended by the addition of new Sections 17.08.011 to 17.08.013 to read as follows:

Sec. 17.08.011. – Accessory dwelling unit

Accessory dwelling unit means an internal, attached, or detached dwelling unit that is (i) subordinate in size and purpose to the principal single-family dwelling unit; (ii) provides complete independent living facilities for one or more individuals; (iii) is located on the same lot as a proposed or existing principal single-family dwelling unit; and (iv) includes facilities for living, sleeping, eating, cooking, and sanitation.

Sec. 17.08.012. – Accessory dwelling unit, detached

An accessory dwelling unit that is located within an accessory structure on the same lot as the principal single-family dwelling unit.

Sec. 17.08.013. – Accessory dwelling unit, attached

An accessory dwelling unit that is a distinctly separate unit from the principal single-family dwelling unit but is physically attached to or is integrated within the same structure as the principal single-family dwelling unit, including a basement, addition, floor, or portion of a floor.

Section 2. Louisville Municipal Code Section 17.12.030 is hereby amended by the addition of a new line 42a to read as follows (words to be added are underlined):

Sec. 17.12.030 – Use groups.

Use Groups		Districts																	
		A	A-O	B-O	A-OT	R-RR	SF-R	SF-E	R-RR-E R-L	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	PCZD	MU-R	OS
									*	*	*									
4.	Single-family dwellings	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			
42a	Accessory dwelling unit	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			

Section 3. Louisville Municipal Code Section 17.12.040 is hereby amended to read as follows (words to be added are underlined):

Sec. 17.12.040 – Yard and bulk requirements.

		Zoning Districts and Requirements																
	Yard and Bulk Item	**A**	**A-O**	**B-O**	**R-RR**	**SF-R**	**SF-E**	**R-R**	**R-E**	**R-L**	**SF-LD**	**SF-MD**	**SF-HD**	**R-M**	**R-H**	**C-N**	**C-C**	**C-B**	**I**
3.	Minimum lot area per dwelling unit (sq. ft.)[12]	5 acres	—	1,750	20,000 [8]	1 acre [8]	1 acre	20,000	12,000	7,000	21,780	12,000	7,000	3,500	2,500	1,750	1,750	1,750	—
8.	Minimum rear yard setback for principal uses (ft.) [3, 12]	25	20	20	30	30	30	25	25	25	25	25	25	25	25	20	20	20	20
9.	Maximum height principal uses (ft.)	27	25	40	27	27	27	35	35	35	27	27	27	35	50				
	Accessory use (ft.)	45[12]	20	20	25	27	27	25	20	20	16	16	16	20	20	20	20	20	25

FOOTNOTES

12. See Sec. 17.16.035 for supplemental regulations applicable to accessory dwelling units.

Section 4. Louisville Municipal Code Chapter 17.16 – General Regulations, is hereby amended to include a new Section 17.16.035 to read as follows:

Sec. 17.16.035. – Accessory dwelling units.

Accessory dwelling units shall comply with the following regulations:

A. *Maximum Number*: a maximum of one accessory dwelling unit shall be permitted per lot as an accessory use to a principal single family dwelling. Accessory dwelling units are allowed only on lots used or developed as single family dwelling units.
B. *Accessory Dwelling Unit Development Standards*:
    1. Detached accessory dwelling units shall comply with all applicable development standards for accessory structures and uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, Sec. 17.16.030 – Accessory Uses, and yard and bulk requirements for the Old Town overlay district except as provided herein.
    2. Attached accessory dwelling units shall comply with all development standards for principal uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, and yard and bulk requirements for the Old Town overlay district except as provided herein.
    3. *Maximum Size*:
        a. Accessory dwelling units shall not exceed 49% of the square footage of the principal single family dwelling unit. However, accessory dwelling units between 500 square feet and 750 square feet in size shall be allowed in all cases, provided all other requirements in this Sec. 17.16.035 are met.
        b. Detached accessory dwelling units shall not exceed 800 square feet in size.
        c. Attached accessory dwelling units shall not exceed 1,000 square feet in size.
        d. Garage areas shall not be included as part of the maximum size square footage calculation of an accessory dwelling unit.
    4. *Maximum Height*:
        a. The maximum height of detached accessory dwelling units in the Agricultural zone district shall be 20 feet.
        b. The maximum height of detached accessory dwelling units in the Old

Town overlay district shall be 25 feet.

5. *Setbacks*: the minimum rear setback for an attached accessory dwelling unit shall be ten feet.
6. *Minimum Lot Area per Dwelling Unit*: a lawful accessory dwelling unit shall be excluded when calculating the minimum lot area per dwelling unit requirement in Sec. 17.12.040 or a residential density standard in an applicable Planned Unit Development, General Development Plan, or other City approved plan.

C. *Parking*: one off-street parking space shall be required for an accessory dwelling unit if on street parking is prohibited on the subject block and parking is not available on the subject lot.

D. *Incentives for Certain Accessory Dwelling Units:* certain accessory dwelling units may be allowed one of the following size increases and other incentives, provided all other requirements in this Sec. 17.16.035 are met.

1. *Accessible Housing Incentives:* Accessory dwelling units that meet the definition of an accessible dwelling unit according to the City's adopted building codes may:
    a. Be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwelling units.
    b. Exceed the maximum lot coverage requirements in Sec. 17.12.040 by 20 percent for detached accessory dwelling units and by 25 percent for attached accessory dwelling units.
2. *Affordable Housing Incentives*
    a. Accessory dwelling units shall not be considered a dwelling unit for the purposes of complying with the inclusionary housing requirements set forth in Chapter 17.76.
    b. Accessory dwelling units that are deed restricted as affordable housing in accordance with Chapter 17.76 may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwelling units, provided all other requirements in this Sec. 17.16.035 are met.
3. *Historic Preservation Incentives* – an accessory dwelling unit, or portion thereof, that is a designated landmark in accordance with Chapter 15.36 – Historic Preservation may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwelling units, provided all other requirements in

this Sec. 17.16.035 are met.

E. *Accessory Dwelling Units in Planned Unit Developments*
    1. A maximum of one accessory dwelling unit shall be permitted per lot as an accessory use to a principal single-family dwelling in all Planned Unit Developments, General Development Plans, or other City approved plans.
    2. No Planned Unit Development, General Development Plan, or other City approved plan may restrict the size of an accessory dwelling unit to less than 750 square feet.
    3. Any required amendment to a Planned Unit Development or General Development Plan, to allow an accessory dwelling unit in accordance with this Sec. 17.16.035, is considered a minor change eligible for administrative approval under Sec. 17.28.210 – Amendments to final plan and Sec. 17.72.060 – Amendment.
F. *Existing or New Principal Unit on Lot.* A single-family dwelling unit must exist as a primary dwelling unit on the lot or be constructed simultaneously with the accessory dwelling unit. A certificate of occupancy or completion for an accessory dwelling unit will only be issued after or coincident with issuance of the same for the primary dwelling unit.
G. *Certificate of Exception*
    1. Accessory dwelling units constructed prior to the effective date of this ordinance do not qualify as nonconforming uses pursuant to Chapter 17.36 of this Code because accessory dwelling units were not an allowed use in any zone district prior to the adoption of this ordinance.
    2. On or before December 31, 2026, any person who has constructed an accessory dwelling unit in any zone district prior to the adoption of this ordinance may apply to the director for a Certificate of Exception, which shall allow such accessory dwelling use to continue, subject to the same requirements and limitations as a nonconforming use and any conditions of approval as may reasonably be imposed by the director. Following that date, and in the absence of City approval of an accessory dwelling unit under this section, unapproved or unpermitted accessory dwelling units shall be subject to enforcement as provided by law.
    3. The director shall issue such Certificate of Exception upon a finding the applicant has demonstrated the accessory dwelling unit meets all the requirements of this Sec. 17.16.035. The director may also issue a Certificate of Exception for an accessory dwelling unit that does not fully comply with the requirements of this Sec. 17.16.035 if the director

determines the issuance is not detrimental to the public good and will not impair the basic intent of this Section and subject to such conditions as may be imposed by the director.

4. A building permit shall be required for any construction or modification of the accessory dwelling unit to bring the structure into compliance with applicable building codes, to the extent practical, as determined by the director.
5. Regardless of size, accessory dwelling units with an approved Certificate of Exception shall be exempt from paying impact fees for such units pursuant to Sec. 3.18.040.B.

Section 5. Louisville Municipal Code Chapter 17.72 – Planned Community Zone District, is hereby amended as follows (words to be added are underlined).

Sec. 17.72.080. - Residential.

A. *Generally.* It is the intention of this section to promote the development of balanced residential neighborhoods containing a variety of housing types and related recreational and community facilities.
B. *Uses permitted.* The following uses may be permitted within any planning area designated for residential use by the adopted planned community general development plan:
   1. Single-family detached dwellings;
   2. Single-family attached dwellings;
   3. Multiple-family dwellings;
   4. Churches and synagogues;
   5. Public and private schools;
   6. Municipal recreational areas;
   7. Public libraries;
   8. Golf courses and country clubs;
   9. Institutions for higher education;
   10. Clubs and lodges;
   11. Private, noncommercial, recreational facilities;
   12. Accessory structures and uses necessary and customarily incidental to the uses listed in this section, including accessory dwelling units;
   13. Governmental and public facilities;
   14. Family care home.

Section 6. Louisville Municipal Code Title 3, Chapter 3.18.B.4 – Development Impact Fees, is hereby amended to read as follows (words to be added are underlined):

Sec. 3.18.040. - Development impact fees to be imposed

B. *Exemptions*. The following types of development shall be exempted from payment of the impact fees. Any claim for exemption shall be made no later than the time when the applicant applies for the first building permit. Any claim for exemption not made at or before that time shall be waived. The city planning director or designee shall determine the validity of any claim for exemption pursuant to the standards set forth below.

4. Accessory structures. Construction of unoccupied accessory structures related to a residential unit and the first 500 square feet of an accessory dwelling unit as defined in Chapter 17.08 of this Code.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 7. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 8. 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 18th day of March 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 2
SERIES 2025

A PLANNING COMMISSION RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO ALLOW AND REGULATE ACCESSORY DWELLING UNITS

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the State of Colorado House Bill 24-1152 requires the City of Louisville to allow accessory dwelling units on all single family residential lots by June 30, 2025 and comply with detailed supplemental standards related to accessory dwelling units;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan goals to increase residential development opportunities in Louisville, expand and maintain access to affordable housing, and diversify Louisville's housing stock;

WHEREAS, allowing accessory dwelling units is consistent with the Louisville Housing Plan Action Item 1.4 to remove barriers to and promote accessory dwelling units to help increase housing supply and diversity; and

WHEREAS, the Planning Commission has considered the proposal at a duly noticed public hearing on February 13, 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 an ordinance amending Louisville Municipal Code to allow and regulate accessory dwelling units.

PASSED AND ADOPTED this 13th day of February 2025.

By: Steve Brauneis
Steve Brauneis, Chair
Planning Commission

Attest: Cullen Choi
Cullen Choi, Secretary
Planning Commission



HOUSE BILL 24-1152

BY REPRESENTATIVE(S) Amabile and Weinberg, Bacon, Boesenecker, Epps, Froelich, Garcia, Jodeh, Kipp, Lindsay, Lindstedt, Mabrey, McCormick, Ortiz, Ricks, Rutinel, Sirota, Story, Valdez, Vigil, Willford, Woodrow, McCluskie, English, Herod, Martinez, McLachlan, Parenti, Weissman;
also SENATOR(S) Mullica and Exum, Cutter, Hinrichsen, Priola, Roberts, Winter F.

CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING UNITS, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35
State Land Use Criteria For Strategic Growth
PART 1
ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

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.

(I) ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING;

(II) ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS;

(III) ACCESSORY DWELLING UNITS PROVIDE FAMILIES WITH OPTIONS FOR INTERGENERATIONAL LIVING ARRANGEMENTS THAT ENABLE CHILD OR ELDER CARE AND AGING IN PLACE, AND A 2021 SURVEY BY THE AARP FOUND THAT APPROXIMATELY SEVENTY-FIVE PERCENT OF PEOPLE FIFTY YEARS OF AGE OR OLDER WANT TO STAY IN THEIR HOMES OR COMMUNITIES FOR AS LONG AS THEY CAN. ACCORDING TO A 2018 STUDY BY THE CENTER FOR AMERICAN PROGRESS, FIFTY-ONE PERCENT OF COLORADANS LIVE IN A CHILD CARE DESERT-A COMMUNITY WHERE THERE ARE NO CHILD CARE PROVIDERS OR SO FEW OPTIONS THAT THERE ARE MORE THAN THREE TIMES AS MANY CHILDREN AS THERE ARE LICENSED CHILD CARE SLOTS. THESE CHILD CARE DESERTS ARE SITUATED WITHIN RURAL, SUBURBAN, AND URBAN COMMUNITIES AND ARE A MAJOR REASON FOR WORKING PARENTS TO LEAVE THE WORKFORCE.

(IV) ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY, THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL SIZE;

(V) AS COLORADO'S POPULATION AGES AND TYPICAL HOUSEHOLD SIZE CONTINUES TO DECREASE, ACCESSORY DWELLING UNITS OFFER MORE COMPACT HOUSING OPTIONS THAT ALIGN WITH THE STATE'S CHANGING DEMOGRAPHICS, AND COLORADANS OVER SIXTY-FIVE YEARS OF AGE ARE THE FASTEST-GROWING AGE COHORT IN COLORADO ACCORDING TO THE STATE DEMOGRAPHY OFFICE;

(VI) ACCESSORY DWELLING UNITS ENABLE SENIORS TO DOWNSIZE, MOVE INTO ACCESSIBLE UNITS, OR LIVE WITH FAMILY OR A CAREGIVER WHILE

REMAINING IN THEIR COMMUNITIES. A 2018 AARP SURVEY FOUND THAT SIXTY-SEVEN PERCENT OF ADULTS WOULD CONSIDER LIVING IN AN ACCESSORY DWELLING UNIT TO BE CLOSE TO SOMEONE BUT STILL HAVE A SEPARATE SPACE. MOST SENIORS DO NOT LIVE IN HOMES THAT ARE ACCESSIBLE, EVEN THOUGH DISABILITY IS PREVALENT AMONG THE SENIOR POPULATION AND INCREASES WITH AGE. LESS THAN FOUR PERCENT OF EXISTING HOUSING UNITS IN THE UNITED STATES ARE ESTIMATED TO BE LIVABLE FOR PEOPLE WITH MODERATE MOBILITY DIFFICULTIES, ACCORDING TO "HOUSING FOR AN AGING POPULATION" IN THE JOURNAL HOUSING POLICY DEBATE.

(VII) RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT, COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS, INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION COSTS;

(VIII) ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS. ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED STATES" IN THE PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO REACHING MID-CENTURY CLIMATE GOALS.

(IX) COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES BETTER USE OF EXISTING INFRASTRUCTURE.

(X) ACCESSORY DWELLING UNITS REDUCE GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR INFRASTRUCTURE SINCE ACCESSORY DWELLING UNITS ARE BUILT IN EXISTING NEIGHBORHOODS AND HAVE A RELATIVELY SMALL IMPACT ON EXISTING INFRASTRUCTURE. NATIONAL

STUDIES SUCH AS "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER, AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY BOTH STATE AND LOCAL GOVERNMENTS.

(XI) A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR CONSTRUCTION;

(XII) A NUMBER OF MUNICIPALITIES HAVE REMOVED BARRIERS TO ACCESSORY DWELLING UNIT CONSTRUCTION SUCH AS PARKING REQUIREMENTS, OWNER OCCUPANCY REQUIREMENTS, AND RESTRICTIVE SIZE AND DESIGN LIMITATIONS, WHICH HAS RESULTED IN ACCESSORY DWELLING UNIT PERMITS INCREASING TO TEN TO TWENTY PERCENT OF TOTAL NEW HOUSING PERMITS AND AN OVERALL INCREASE IN THE TOTAL HOUSING SUPPLY. SINCE CALIFORNIA IMPLEMENTED VARIOUS REFORMS TO ENCOURAGE ACCESSORY DWELLING UNIT CONSTRUCTION, INCLUDING REQUIRING CITIES TO ALLOW ACCESSORY DWELLING UNITS AS A USE BY RIGHT, PREVENTING THE IMPOSITION OF PARKING REQUIREMENTS, AND PREVENTING OWNER OCCUPANCY REQUIREMENTS, ACCESSORY DWELLING UNIT CONSTRUCTION HAS INCREASED SIGNIFICANTLY IN CALIFORNIA. FOLLOWING REFORMS TO CALIFORNIA'S ACCESSORY DWELLING UNIT LAW IN 2016, ACCESSORY DWELLING UNIT DEVELOPMENT HAS INCREASED RAPIDLY FROM AROUND ONE THOUSAND ACCESSORY DWELLING UNITS PERMITTED IN 2016 TO OVER TWENTY-FOUR THOUSAND IN 2022, OR ABOUT TWENTY PERCENT OF NEW HOUSING PERMITS STATEWIDE, ACCORDING TO DATA FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND ANALYSIS BY THE BIPARTISAN POLICY CENTER.

(XIII) HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS

AND WITHIN SINGLE FAMILY HOUSING MARKETS";

(XIV) INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES, ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE JOURNAL HOUSING POLICY DEBATE;

(XV) ACADEMIC RESEARCH SUCH AS "THE IMPACT OF BUILDING RESTRICTIONS ON HOUSING AFFORDABILITY" IN THE FEDERAL RESERVE BANK OF NEW YORK ECONOMIC POLICY REVIEW HAS IDENTIFIED ZONING AND OTHER LAND USE CONTROLS AS A PRIMARY DRIVER OF RISING HOUSING COSTS IN THE MOST EXPENSIVE HOUSING MARKETS;

(XVI) ACCESSORY DWELLING UNITS OFFER AFFORDABLE AND ATTAINABLE OPTIONS TO LIVE IN HIGH-OPPORTUNITY NEIGHBORHOODS, WHICH CAN HELP IMPROVE EQUITY OUTCOMES REGIONALLY AND STATEWIDE. AN ANALYSIS OF ACCESSORY DWELLING UNIT PERMITTING IN CALIFORNIA FOUND THAT ACCESSORY DWELLING UNITS ARE TYPICALLY PERMITTED ON PARCELS WITH RELATIVELY GOOD ACCESS TO JOBS COMPARED TO SURROUNDING AREAS, ACCORDING TO "WHERE WILL ACCESSORY DWELLING UNITS SPROUT UP WHEN A STATE LETS THEM GROW? EVIDENCE FROM CALIFORNIA" IN CITYSCAPE: A JOURNAL OF POLICY DEVELOPMENT AND RESEARCH.

(XVII) LOCAL GOVERNMENT REGULATION OF ACCESSORY DWELLING UNITS VARIES SIGNIFICANTLY WITHIN REGIONS AND STATEWIDE IN COLORADO IN TERMS OF WHERE THEY ARE ALLOWED, THE DIMENSIONAL AND DESIGN RESTRICTIONS APPLIED, AND OTHER REQUIREMENTS. THIS INCONSISTENCY INHIBITS THE DEVELOPMENT OF A ROBUST MARKET OF ACCESSORY DWELLING UNIT DEVELOPERS, MODULAR ACCESSORY DWELLING UNIT DESIGNS, AND ASSOCIATED COST REDUCTIONS. COLORADO IS SIMILAR TO MOST STATES IN THIS REGARD, AND, ACCORDING TO "ZONING BY A THOUSAND CUTS" IN THE PEPPERDINE LAW REVIEW, WHICH ANALYZED ACCESSORY DWELLING UNIT REGULATIONS ACROSS CONNECTICUT, "THE HIGH DEGREE OF REGULATORY VARIATION THWARTS THE DEVELOPMENT OF PROTOTYPE DESIGNS OR PREFABRICATED [ACCESSORY DWELLING UNITS] THAT COULD SATISFY DIFFERENT RULES ACROSS JURISDICTIONS".

(XVIII) MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING COLORADO POPULATION.

(b) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT INCREASING THE HOUSING SUPPLY THROUGH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS IS A MATTER OF MIXED STATEWIDE AND LOCAL CONCERN.

29-35-102. Definitions. AS USED IN THIS PART 1, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ACCESSIBLE UNIT" MEANS A HOUSING UNIT THAT:

(a) SATISFIES THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC. 3601 ET SEQ., AS AMENDED;

(b) INCORPORATES UNIVERSAL DESIGN; OR

(c) IS EITHER A TYPE A DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (10), OR A TYPE B DWELLING UNIT, AS DEFINED IN SECTION 9-5-101 (12).

(2) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL, ATTACHED, OR DETACHED DWELLING UNIT THAT:

(a) PROVIDES COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS;

(b) IS LOCATED ON THE SAME LOT AS A PROPOSED OR EXISTING PRIMARY RESIDENCE; AND

(c) INCLUDES FACILITIES FOR LIVING, SLEEPING, EATING, COOKING, AND SANITATION.

(3) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" MEANS

A LOCAL GOVERNMENT THAT THE DEPARTMENT HAS CERTIFIED PURSUANT TO SECTION 29-35-104 AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION.

(4) "ACCESSORY USE" MEANS A STRUCTURE OR THE USE OF A STRUCTURE ON THE SAME LOT WITH, AND OF A NATURE CUSTOMARILY INCIDENTAL AND SUBORDINATE TO, THE PRINCIPAL STRUCTURE OR USE OF THE STRUCTURE.

(5) (a) "ADMINISTRATIVE APPROVAL PROCESS" MEANS A PROCESS IN WHICH:

(I) A DEVELOPMENT PROPOSAL FOR A SPECIFIED PROJECT IS APPROVED, APPROVED WITH CONDITIONS, OR DENIED BY LOCAL GOVERNMENT ADMINISTRATIVE STAFF BASED SOLELY ON ITS COMPLIANCE WITH OBJECTIVE STANDARDS SET FORTH IN LOCAL LAWS; AND

(II) DOES NOT REQUIRE, AND CANNOT BE ELEVATED TO REQUIRE, A PUBLIC HEARING, A RECOMMENDATION, OR A DECISION BY AN ELECTED OR APPOINTED PUBLIC BODY OR A HEARING OFFICER.

(b) NOTWITHSTANDING SUBSECTION (5)(a) OF THIS SECTION, AN ADMINISTRATIVE APPROVAL PROCESS MAY REQUIRE AN APPOINTED HISTORIC PRESERVATION COMMISSION TO MAKE A DECISION, OR TO MAKE A RECOMMENDATION TO LOCAL GOVERNMENT ADMINISTRATIVE STAFF, REGARDING A DEVELOPMENT APPLICATION INVOLVING A PROPERTY THAT THE LOCAL GOVERNMENT HAS DESIGNATED AS A HISTORIC PROPERTY, PROVIDED THAT:

(I) THE STATE HISTORIC PRESERVATION OFFICE WITHIN HISTORY COLORADO HAS DESIGNATED THE LOCAL GOVERNMENT AS A CERTIFIED LOCAL GOVERNMENT; AND

(II) THE APPOINTED HISTORIC PRESERVATION COMMISSION'S DECISION OR RECOMMENDATION IS BASED ON STANDARDS EITHER SET FORTH IN LOCAL LAW OR ESTABLISHED BY THE SECRETARY OF THE INTERIOR OF THE UNITED STATES.

(6) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE COUNTY BUT EXCLUDING A CITY AND COUNTY.

(7) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

(8) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS, INCLUDING PERMANENT FACILITIES FOR COOKING, EATING, LIVING, SANITATION, AND SLEEPING.

(9) "EXEMPT PARCEL" MEANS A PARCEL THAT IS:

(a) NOT SERVED BY A DOMESTIC WATER AND SEWAGE TREATMENT SYSTEM, AS DEFINED IN SECTION 24-65.1-104 (5), OR IS SERVED BY A WELL WITH A PERMIT THAT CANNOT SUPPLY AN ADDITIONAL DWELLING UNIT;

(b) A HISTORIC PROPERTY THAT IS NOT WITHIN A HISTORIC DISTRICT; OR

(c) IN A FLOODWAY OR IN A ONE HUNDRED YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

(10) "HISTORIC DISTRICT" MEANS A DISTRICT ESTABLISHED BY LOCAL LAW THAT MEETS THE DEFINITION OF "DISTRICT" SET FORTH IN 36 CFR 60.3 (d).

(11) "HISTORIC PROPERTY" MEANS A PROPERTY LISTED:

(a) ON THE NATIONAL REGISTER OF HISTORIC PLACES;

(b) ON THE COLORADO STATE REGISTER OF HISTORIC PROPERTIES; OR

(c) AS A CONTRIBUTING STRUCTURE OR HISTORIC LANDMARK BY A CERTIFIED LOCAL GOVERNMENT, AS DEFINED IN SECTION 39-22-514.5 (2)(b).

(12) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY, COUNTY, OR TRIBAL NATION WITH JURISDICTION IN COLORADO.

(13) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY, REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE CODES, ZONING CODES, AND SUBDIVISION CODES.

(14) "LOW- AND MODERATE-INCOME HOUSEHOLD" MEANS A HOUSEHOLD THAT IS CONSIDERED LOW-, MODERATE-, OR MEDIUM-INCOME, AS DETERMINED BY THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(15) "METROPOLITAN PLANNING ORGANIZATION" MEANS A METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

(16) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

(17) "OBJECTIVE STANDARD" MEANS A STANDARD THAT:

(a) IS A DEFINED BENCHMARK OR CRITERION THAT ALLOWS FOR DETERMINATIONS OF COMPLIANCE TO BE CONSISTENTLY DECIDED REGARDLESS OF THE DECISION MAKER; AND

(b) DOES NOT REQUIRE A SUBJECTIVE DETERMINATION CONCERNING A DEVELOPMENT PROPOSAL, INCLUDING BUT NOT LIMITED TO WHETHER THE APPLICATION FOR THE DEVELOPMENT PROPOSAL IS:

(I) CONSISTENT WITH MASTER PLANS, OR OTHER DEVELOPMENT PLANS;

(II) COMPATIBLE WITH THE LAND USE OR DEVELOPMENT OF THE AREA SURROUNDING THE AREA DESCRIBED IN THE APPLICATION; OR

(III) CONSISTENT WITH PUBLIC WELFARE, COMMUNITY CHARACTER, OR NEIGHBORHOOD CHARACTER.

(18) "RESTRICTIVE DESIGN OR DIMENSION STANDARD" MEANS A STANDARD IN A LOCAL LAW THAT:

(a) REQUIRES AN ARCHITECTURAL STYLE, BUILDING MATERIAL, OR LANDSCAPING THAT IS MORE RESTRICTIVE FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT;

(b) DOES NOT ALLOW FOR ACCESSORY DWELLING UNIT SIZES

BETWEEN FIVE HUNDRED AND SEVEN HUNDRED FIFTY SQUARE FEET;

(c) REQUIRES SIDE SETBACKS FOR AN ACCESSORY DWELLING UNIT THAT ARE LARGER THAN THE SIDE SETBACKS REQUIRED FOR A PRIMARY DWELLING UNIT IN THE SAME ZONING DISTRICT;

(d) REQUIRES A REAR SETBACK FOR AN ACCESSORY DWELLING UNIT THAT IS LARGER THAN THE GREATER OF:

(I) THE REAR SETBACK REQUIRED FOR OTHER ACCESSORY BUILDING TYPES IN THE SAME ZONING DISTRICT; OR

(II) FIVE FEET;

(e) IS A MORE RESTRICTIVE MINIMUM LOT SIZE STANDARD FOR AN ACCESSORY DWELLING UNIT THAN FOR A SINGLE-UNIT DETACHED DWELLING IN THE SAME ZONING DISTRICT; OR

(f) APPLIES MORE RESTRICTIVE AESTHETIC DESIGN OR DIMENSIONAL STANDARDS TO ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10), THAN OTHER ACCESSORY DWELLING UNITS.

(19) (a) "SHORT-TERM RENTAL" MEANS THE RENTAL OF A LODGING UNIT FOR LESS THAN THIRTY DAYS. AS USED IN THIS SUBSECTION (19), "LODGING UNIT" MEANS ANY PROPERTY OR PORTION OF A PROPERTY THAT IS AVAILABLE FOR LODGING; EXCEPT THAT THE TERM EXCLUDES A HOTEL OR MOTEL UNIT.

(b) NOTWITHSTANDING SUBSECTION (19)(a) OF THIS SECTION, A LOCAL GOVERNMENT MAY APPLY ITS OWN DEFINITION OF "SHORT-TERM RENTAL" FOR PURPOSES OF THIS PART 1.

(20) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED BUILDING WITH A SINGLE DWELLING UNIT ON A SINGLE LOT.

(21) "SUBJECT JURISDICTION" MEANS EITHER:

(a) A MUNICIPALITY THAT BOTH HAS A POPULATION OF ONE THOUSAND OR MORE, AS REPORTED BY THE STATE DEMOGRAPHY OFFICE,

AND IS WITHIN A METROPOLITAN PLANNING ORGANIZATION; OR

(b) THE PORTION OF A COUNTY THAT IS BOTH WITHIN A CENSUS DESIGNATED PLACE WITH A POPULATION OF FORTY THOUSAND OR MORE, AS REPORTED IN THE MOST RECENT DECENNIAL CENSUS, AND WITHIN A METROPOLITAN PLANNING ORGANIZATION.

(22) "TANDEM PARKING SPACE" MEANS A PARKING SPACE THAT IS LOCATED EITHER IN FRONT OF OR BEHIND ONE OR MORE OTHER PARKING SPACES THAT SHARE THE SAME POINT OF ACCESS.

(23) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL REGARDLESS OF AGE OR ABILITIES.

(24) "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE FLOOR OF, AND USE THE BATHROOM IN.

29-35-103. Accessory dwelling unit requirements for a subject jurisdiction. (1) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL ALLOW, SUBJECT TO AN ADMINISTRATIVE APPROVAL PROCESS, ONE ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO A SINGLE-UNIT DETACHED DWELLING IN ANY PART OF THE SUBJECT JURISDICTION WHERE THE JURISDICTION ALLOWS SINGLE-UNIT DETACHED DWELLINGS.

(2) ON OR AFTER JUNE 30, 2025, A SUBJECT JURISDICTION SHALL NOT:

(a) REQUIRE THE CONSTRUCTION OF A NEW OFF-STREET PARKING SPACE IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, EXCEPT AS DESCRIBED IN SUBSECTIONS (3)(a) AND (3)(b) OF THIS SECTION;

(b) REQUIRE AN ACCESSORY DWELLING UNIT, OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT, TO BE OWNER-OCCUPIED; EXCEPT THAT A SUBJECT JURISDICTION MAY REQUIRE A PROPERTY OWNER TO DEMONSTRATE THAT THE PROPERTY OWNER RESIDES ON THE PARCEL WHEN AN APPLICATION IS SUBMITTED:

(I) TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT. THIS EXCEPTION DOES NOT APPLY FOR AN ACCESSORY DWELLING UNIT THAT IS BEING CONSTRUCTED SIMULTANEOUSLY WITH A NEW PRIMARY DWELLING UNIT.

(II) FOR A LICENSE OR PERMIT FOR A SHORT-TERM RENTAL ON THE PARCEL THROUGH A LOCAL LAW OR PROGRAM.

(c) APPLY A RESTRICTIVE DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT.

(3) NOTHING IN THIS SECTION PREVENTS A SUBJECT JURISDICTION OR OTHER LOCAL GOVERNMENT FROM:

(a) REQUIRING THE DESIGNATION OF AN OFF-STREET PARKING SPACE IN CONNECTION WITH AN ACCESSORY DWELLING UNIT, SO LONG AS THERE IS AN EXISTING DRIVEWAY, GARAGE, TANDEM PARKING SPACE, OR OTHER OFF-STREET PARKING SPACE AVAILABLE FOR SUCH A DESIGNATION AT THE TIME OF THE CONSTRUCTION OR CONVERSION OF THE ACCESSORY DWELLING UNIT;

(b) REQUIRING, IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT, ONE NEW PARKING SPACE ON A PARCEL THAT:

(I) DOES NOT HAVE AN EXISTING OFF-STREET PARKING SPACE, INCLUDING A DRIVEWAY, GARAGE, OR TANDEM PARKING SPACE, THAT COULD BE USED FOR AN ACCESSORY DWELLING UNIT;

(II) IS IN A ZONING DISTRICT THAT, AS OF JANUARY 1, 2024, REQUIRES ONE OR MORE PARKING SPACES FOR THE PRIMARY DWELLING UNIT; AND

(III) IS LOCATED ON A BLOCK WHERE ON-STREET PARKING IS PROHIBITED FOR ANY REASON INCLUDING ENSURING ACCESS FOR EMERGENCY SERVICES;

(c) ALLOWING THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT THAT IS SMALLER THAN FIVE HUNDRED SQUARE FEET OR GREATER THAN EIGHT HUNDRED SQUARE FEET, OR RESTRICTING THE

SIZE OF AN ACCESSORY DWELLING UNIT SO THAT IT IS NO LARGER THAN THE SIZE OF THE PRINCIPAL DWELLING UNIT ON THE SAME LOT AS THE ACCESSORY DWELLING UNIT;

(d) ALLOWING THE CONSTRUCTION OR CONVERSION OF MULTIPLE ACCESSORY DWELLING UNITS ON THE SAME LOT;

(e) APPLYING A DESIGN OR DIMENSION STANDARD TO AN ACCESSORY DWELLING UNIT THAT IS NOT A RESTRICTIVE DESIGN OR DIMENSION STANDARD;

(f) ADOPTING OR ENFORCING A GENERALLY APPLICABLE REQUIREMENT FOR:

(I) THE PAYMENT OF AN IMPACT FEE OR OTHER SIMILAR DEVELOPMENT CHARGE, PURSUANT TO SECTION 29-20-104.5; OR

(II) THE MITIGATION OF IMPACTS IN CONFORMANCE WITH THE REQUIREMENTS OF PART 2 OF ARTICLE 20 OF THIS TITLE 29;

(g) ENACTING OR APPLYING A LOCAL LAW CONCERNING THE SHORT-TERM RENTAL OF AN ACCESSORY DWELLING UNIT OR ANY OTHER DWELLING ON THE SAME LOT AS AN ACCESSORY DWELLING UNIT;

(h) APPLYING THE DESIGN STANDARDS AND PROCEDURES OF A HISTORIC DISTRICT TO A LOT ON WHICH AN ACCESSORY DWELLING UNIT IS ALLOWED IN THAT HISTORIC DISTRICT, INCLUDING A STANDARD OR PROCEDURE RELATED TO DEMOLITION;

(i) APPLYING AND ENFORCING A LOCALLY ADOPTED LIFE SAFETY CODE, INCLUDING BUT NOT LIMITED TO, A BUILDING, FIRE, UTILITY, OR STORMWATER CODE;

(j) ALLOWING THE CONSTRUCTION OF, OR ISSUING A PERMIT FOR THE CONSTRUCTION OF, A SINGLE-UNIT DETACHED DWELLING IN AN AREA ZONED FOR SINGLE-UNIT DETACHED DWELLINGS;

(k) ENCOURAGING THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE, THROUGH THE APPLICATION OF LOCAL LAWS OR PROGRAMS INCLUDING THROUGH DEED RESTRICTIONS, MADE AFFORDABLE TO

HOUSEHOLDS UNDER CERTAIN INCOME LIMITS OR USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE PURSUANT TO A LOCAL, REGIONAL, OR STATE AFFORDABLE HOUSING PROGRAM;

(l) DEFINING ACCESSORY DWELLING UNIT IN LOCAL LAW AS INCLUDING OR EXCLUDING OTHER DWELLING UNIT TYPES SUCH AS A "MOTOR HOME", AS DEFINED IN SECTION 42-1-102 (57), A "MULTIPURPOSE TRAILER", AS DEFINED IN SECTION 42-1-102 (60.3), AND A "RECREATIONAL VEHICLE", AS DEFINED IN SECTION 24-32-902 (9); OR

(m) REQUIRING A STATEMENT BY A WATER OR WASTEWATER SERVICE PROVIDER REGARDING ITS CAPACITY TO SERVICE THE PROPERTY AS A CONDITION OF PERMITTING AN ACCESSORY DWELLING UNIT.

(4) THIS SECTION ONLY APPLIES TO A PARCEL IN A SUBJECT JURISDICTION THAT IS NOT AN EXEMPT PARCEL.

29-35-104. Accessory dwelling unit supportive jurisdiction report - certification of a jurisdiction as an accessory dwelling unit supportive jurisdiction. (1) (a) IN ORDER TO BE CERTIFIED AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION BY THE DEPARTMENT, A LOCAL GOVERNMENT MUST SUBMIT TO THE DEPARTMENT, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, A REPORT DEMONSTRATING EVIDENCE OF THE LOCAL GOVERNMENT:

(I) COMPLYING WITH SECTION 29-35-103 AS A SUBJECT JURISDICTION OR, IF THE LOCAL GOVERNMENT IS NOT A SUBJECT JURISDICTION, AS IF THE LOCAL GOVERNMENT WERE A SUBJECT JURISDICTION FOR PURPOSES OF SECTION 29-35-103; AND

(II) IMPLEMENTING ONE OR MORE OF THE FOLLOWING STRATEGIES:

(A) WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT-RELATED FEES THAT ARE INCURRED BY LOW- AND MODERATE-INCOME HOUSEHOLDS;

(B) ENACTING LOCAL LAWS OR PROGRAMS THAT INCENTIVIZE THE AFFORDABILITY OF CERTAIN ACCESSORY DWELLING UNITS INCLUDING ACCESSORY DWELLING UNITS USED PRIMARILY TO HOUSE THE LOCAL WORKFORCE;

(C) PROVIDING PRE-APPROVED PLANS FOR THE CONSTRUCTION OF ACCESSORY DWELLING UNITS;

(D) IMPLEMENTING A PROGRAM TO PROVIDE EDUCATION AND TECHNICAL ASSISTANCE TO HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT;

(E) IMPLEMENTING A PROGRAM TO REGULATE THE USE OF ACCESSORY DWELLING UNITS FOR SHORT-TERM RENTALS;

(F) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION AND CONVERSION OF ACCESSIBLE AND VISITABLE ACCESSORY DWELLING UNITS;

(G) ASSISTING PROPERTY OWNERS WITH ENSURING THAT PRE-EXISTING ACCESSORY DWELLING UNITS COMPLY WITH LOCAL LAWS;

(H) ENABLING A PATHWAY FOR THE SEPARATE SALE OF AN ACCESSORY DWELLING UNIT;

(I) ENACTING LOCAL LAWS THAT ENCOURAGE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); OR

(J) ANY OTHER STRATEGY THAT IS APPROVED BY THE DEPARTMENT AND THAT ENCOURAGES THE CONSTRUCTION, CONVERSION, OR USE OF ACCESSORY DWELLING UNITS.

(b) (I) ON OR BEFORE JUNE 30, 2025, A SUBJECT JURISDICTION SHALL SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION.

(II) NOTWITHSTANDING SUBSECTION (1)(b)(I) OF THIS SECTION, THE DEPARTMENT MAY ALLOW A SUBJECT JURISDICTION TO SUBMIT THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION NO MORE THAN SIX MONTHS AFTER THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION IF THE SUBJECT JURISDICTION DEMONSTRATES, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, THAT THE SUBJECT JURISDICTION HAS:

(A) INITIATED A PROCESS TO UPDATE ITS LOCAL LAWS AS NECESSARY

TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION;

(B) A PLAN AND TIMELINE TO UPDATE ITS LOCAL LAWS AS NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE REPORT DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION; AND

(C) PROVIDED AN EXPLANATION FOR NOT BEING ABLE TO MEET THE DEADLINE DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

(c) IF A LOCAL GOVERNMENT THAT IS NOT A SUBJECT JURISDICTION SUBMITS A REPORT PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THAT LOCAL GOVERNMENT SHALL, AS PART OF THE REPORT, SUBMIT EVIDENCE OF COMPLYING WITH THE REQUIREMENTS FOR A SUBJECT JURISDICTION DESCRIBED IN SECTION 29-35-103.

(2) (a) WITHIN NINETY DAYS OF RECEIVING A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL REVIEW THE REPORT, EITHER APPROVE OR REJECT THE REPORT, AND PROVIDE FEEDBACK TO THE LOCAL GOVERNMENT ON THE REPORT.

(b) IF THE DEPARTMENT APPROVES A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT SHALL ISSUE TO THAT LOCAL GOVERNMENT A CERTIFICATE INDICATING THAT THE LOCAL GOVERNMENT QUALIFIES AS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION. THE DEPARTMENT MAY REVOKE SUCH A CERTIFICATE IF A LOCAL GOVERNMENT DOES NOT SATISFY THE REQUIREMENTS OF SUBSECTION (1)(a) OF THIS SECTION.

(c) IF THE DEPARTMENT REJECTS A LOCAL GOVERNMENT'S REPORT SUBMITTED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT MAY GRANT THE LOCAL GOVERNMENT AN ADDITIONAL ONE HUNDRED TWENTY DAYS TO CORRECT ANY DEFICIENCIES IDENTIFIED IN THE REPORT AND RESUBMIT AN AMENDED REPORT. WITHIN NINETY DAYS OF RECEIVING AN AMENDED REPORT, THE DEPARTMENT SHALL REVIEW THE AMENDED REPORT, EITHER APPROVE OR REJECT THE AMENDED REPORT, AND PROVIDE FEEDBACK ON THE AMENDED REPORT.

(3) THE DEPARTMENT, IN CONSULTATION WITH THE DEPARTMENT OF

TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, MAY DEVELOP POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

29-35-105. Accessory dwelling unit fee reduction and encouragement grant program - created - application - criteria - awards - fund - reporting requirements - rules - definitions - repeal. (1) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM IS CREATED IN THE DEPARTMENT TO PROVIDE GRANTS TO ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS FOR ACTIVITIES THAT PROMOTE THE CONSTRUCTION OF ACCESSORY DWELLING UNITS, INCLUDING BUT NOT LIMITED TO, OFFSETTING COSTS INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR CONSTRUCTING ACCESSORY DWELLING UNITS, OR WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR ACCESSORY DWELLING UNIT ASSOCIATED FEES AND OTHER REQUIRED COSTS.

(2) GRANT RECIPIENTS MAY USE THE MONEY RECEIVED THROUGH THE GRANT PROGRAM TO OFFSET BOTH ELIGIBLE COSTS AND THE COST OF WAIVING, REDUCING, OR PROVIDING FINANCIAL ASSISTANCE FOR REASONABLE AND NECESSARY ACCESSORY DWELLING UNIT FEES AND OTHER REQUIRED COSTS FOR:

(a) LOW- AND MODERATE-INCOME HOUSEHOLDS;

(b) AFFORDABLE ACCESSORY DWELLING UNITS;

(c) ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS;

(d) ACCESSORY DWELLING UNITS USED AS LONG-TERM RENTALS FOR MEMBERS OF THE LOCAL WORKFORCE; OR

(e) ACCESSORY DWELLING UNITS USED TO SUPPORT OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(3) THE DEPARTMENT SHALL ADMINISTER THE GRANT PROGRAM AND, SUBJECT TO AVAILABLE APPROPRIATIONS, PROVIDE TECHNICAL ASSISTANCE, DEVELOP A TOOLKIT TO SUPPORT LOCAL GOVERNMENTS IN ENCOURAGING ACCESSORY DWELLING UNIT CONSTRUCTION, RECEIVE GRANT APPLICATIONS

AND AWARD GRANTS AS PROVIDED IN THIS SECTION.

(4) TO RECEIVE A GRANT, AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION MUST SUBMIT AN APPLICATION TO THE DEPARTMENT IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION. AT A MINIMUM, THE APPLICATION MUST INCLUDE THE FOLLOWING:

(a) A COPY OF THE CERTIFICATE ISSUED BY THE DEPARTMENT PURSUANT TO SECTION 29-35-104 CERTIFYING THAT THE LOCAL GOVERNMENT IS AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION;

(b) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT HAS PERMITTED AND WHEN THE LOCAL GOVERNMENT PERMITTED THOSE ACCESSORY DWELLING UNITS;

(c) THE TYPE AND COSTS OF FEES AND OTHER ELIGIBLE COSTS THAT THE LOCAL GOVERNMENT IS PROPOSING TO USE A GRANT AWARD TO PAY FOR;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT EXPECTS TO SUPPORT WITH A GRANT AWARD AND THE PERIOD FOR WHICH THE LOCAL GOVERNMENT INTENDS TO SUPPORT THOSE ACCESSORY DWELLING UNITS; AND

(e) INFORMATION ABOUT THE TYPES OF HOUSEHOLDS AND ACCESSORY DWELLING UNITS THAT THE LOCAL GOVERNMENT INTENDS TO SUPPORT WITH A GRANT AWARD, SUCH AS WHETHER THE LOCAL GOVERNMENT INTENDS TO SUPPORT LOW- AND MODERATE-INCOME HOUSEHOLDS, AFFORDABLE ACCESSORY DWELLING UNITS, ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNITS, ACCESSORY DWELLING UNITS FOR HOUSING THE LOCAL WORKFORCE, OR ACCESSORY DWELLING UNITS SUPPORTING OTHER DEMONSTRATED HOUSING NEEDS IN THE COMMUNITY.

(5) THE DEPARTMENT SHALL REVIEW THE APPLICATIONS RECEIVED PURSUANT TO SUBSECTION (4) OF THIS SECTION. IN AWARDING GRANTS, THE DEPARTMENT SHALL GIVE PRIORITY TO LOCAL GOVERNMENTS THAT:

(a) IMPOSE ACCESSORY DWELLING UNIT FEES AND COSTS THAT ARE REASONABLE AND NECESSARY;

(b) HAVE DEMONSTRATED A SIGNIFICANT COMMITMENT TO FURTHER CONSTRUCTION AND CONVERSION OF ACCESSORY DWELLING UNITS THROUGH THE ADOPTION OF STRATEGIES DESCRIBED IN SECTION 29-35-104 (1)(a)(II); AND

(c) PROVIDE OFFSETS FOR, OR WAIVE A GREATER NUMBER OF ACCESSORY DWELLING UNIT FEES FOR:

(I) LOW- AND MODERATE-INCOME HOUSEHOLDS; OR

(II) ACCESSORY DWELLING UNITS THAT ARE RENTED TO LOW- AND MODERATE-INCOME HOUSEHOLDS.

(6) IN AWARDING A GRANT, THE DEPARTMENT SHALL AWARD A LOCAL GOVERNMENT AN AMOUNT EQUAL TO NO MORE THAN FIFTEEN THOUSAND DOLLARS PER ACCESSORY DWELLING UNIT PERMITTED BY THE LOCAL GOVERNMENT, TO BE REIMBURSED BASED ON THE NUMBER OF PERMITTED ACCESSORY DWELLING UNITS.

(7) (a) THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF ANY MONEY THAT THE GENERAL ASSEMBLY MAY TRANSFER OR APPROPRIATE TO THE FUND AND GIFTS, GRANTS, OR DONATIONS CREDITED TO THE FUND. THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE FUND TO THE FUND.

(b) SUBJECT TO ANNUAL APPROPRIATION BY THE GENERAL ASSEMBLY, THE DEPARTMENT MAY EXPEND MONEY FROM THE FUND FOR THE PURPOSE OF IMPLEMENTING AND ADMINISTERING THE GRANT PROGRAM.

(c) ON OR BEFORE JUNE 30, 2024, THE STATE TREASURER SHALL TRANSFER FIVE MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

(8) IN ACCORDANCE WITH THE POLICIES AND PROCEDURES DEVELOPED BY THE DEPARTMENT PURSUANT TO SUBSECTION (9) OF THIS SECTION, EACH LOCAL GOVERNMENT THAT RECEIVES A GRANT THROUGH THE GRANT PROGRAM SHALL SUBMIT A REPORT TO THE DEPARTMENT. AT A MINIMUM, THE REPORT MUST INCLUDE THE FOLLOWING INFORMATION:

(a) THE NUMBER OF ACCESSORY DWELLING UNITS WITH ACCESSORY DWELLING UNIT FEES OR COSTS THAT LOCAL GOVERNMENTS WAIVED, REDUCED, OR PROVIDED FINANCIAL ASSISTANCE FOR IN THE PAST YEAR;

(b) THE TOTAL AMOUNT OF ELIGIBLE COSTS THAT LOCAL GOVERNMENTS INCURRED AND WERE REIMBURSED FOR THROUGH THE GRANT PROGRAM IN THE PAST YEAR IN CONNECTION WITH THE GRANT PROGRAM;

(c) THE NUMBER OF THE ACCESSORY DWELLING UNITS DESCRIBED IN SUBSECTION (8)(a) OF THIS SECTION THAT WERE BUILT IN THE PAST YEAR THAT WERE BUILT BY LOW- AND MODERATE-INCOME HOUSEHOLDS, THAT ARE AFFORDABLE ACCESSORY DWELLING UNITS, AND THAT ARE VISITABLE OR ACCESSIBLE ACCESSORY DWELLING UNITS;

(d) THE NUMBER OF ACCESSORY DWELLING UNITS THAT ARE FACTORY-BUILT RESIDENTIAL STRUCTURES, AS DEFINED IN SECTION 24-32-3302 (10); AND

(e) THE NUMBER OF ACCESSORY DWELLING UNIT PERMITS AWARDED, DENIED, OR IN PROGRESS IN THE LOCAL GOVERNMENT'S JURISDICTION.

(9) THE DEPARTMENT SHALL IMPLEMENT THE GRANT PROGRAM IN ACCORDANCE WITH THIS SECTION. THE DEPARTMENT SHALL DEVELOP, IN CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, THE COLORADO ENERGY OFFICE, AND THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT, POLICIES AND PROCEDURES BOTH AS REQUIRED IN THIS SECTION AND AS MAY BE NECESSARY TO IMPLEMENT THE GRANT PROGRAM.

(10) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "ACCESSORY DWELLING UNIT FEE" MEANS A REASONABLE AND NECESSARY FEE COLLECTED OR REQUIRED BY A LOCAL GOVERNMENT IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT. SUCH A FEE MAY INCLUDE IMPACT FEES.

(b) (I) "ELIGIBLE COSTS" MEANS COSTS INCURRED BY A LOCAL GOVERNMENT AND DETERMINED BY THE DEPARTMENT TO BE INCURRED IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS, PROVIDING TECHNICAL ASSISTANCE TO PERSONS CONVERTING OR

CONSTRUCTING ACCESSORY DWELLING UNITS, OR OTHER REASONABLE AND NECESSARY FEES LEVIED BY OR COSTS BORNE BY THE LOCAL GOVERNMENT FOR THE CONSTRUCTION OR CONVERSION OF AN ACCESSORY DWELLING UNIT.

(II) NOTWITHSTANDING SUBSECTION (10)(b)(I) OF THIS SECTION, IN ORDER FOR COSTS INCURRED BY A LOCAL GOVERNMENT IN CONNECTION WITH DEVELOPING PRE-APPROVED ACCESSORY DWELLING UNIT PLANS TO QUALIFY AS ELIGIBLE COSTS, AT LEAST ONE SUCH PRE-APPROVED ACCESSORY DWELLING UNIT PLAN MUST BE FOR AN ACCESSIBLE OR VISITABLE ACCESSORY DWELLING UNIT.

(c) "FUND" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM FUND CREATED IN SUBSECTION (7) OF THIS SECTION.

(d) "GRANT PROGRAM" MEANS THE ACCESSORY DWELLING UNIT FEE REDUCTION AND ENCOURAGEMENT GRANT PROGRAM CREATED IN THIS SECTION.

(11) THIS SECTION IS REPEALED, EFFECTIVE DECEMBER 31, 2030.

SECTION 2. In Colorado Revised Statutes, 24-32-3305, **add** (3.3) as follows:

24-32-3305. Rules - advisory committee - enforcement. (3.3) THE DEPARTMENT SHALL CREATE FOR FACTORY-BUILT STRUCTURES, INCLUDING THOSE THAT WOULD BE CONSIDERED ACCESSORY DWELLING UNITS, MODEL PUBLIC SAFETY CODE REQUIREMENTS RELATED TO GEOGRAPHIC OR CLIMATIC CONDITIONS, SUCH AS WEIGHT RESTRICTIONS FOR ROOF SNOW LOADS, WIND SHEAR FACTORS, OR WILDFIRE RISK, FOR LOCAL GOVERNMENTS TO CONSIDER AND ADOPT PURSUANT TO SECTION 24-32-3318 (2)(a).

SECTION 3. In Colorado Revised Statutes, 24-46-104, **add** (1)(q) as follows:

24-46-104. Powers and duties of commission - repeal. (1) The commission has the following powers and duties:

(q) (I) TO EXPEND EIGHT MILLION DOLLARS TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF

ARTICLE 4 OF TITLE 29, FOR THE CREATION AND OPERATION OF ONE OR MORE OF THE FOLLOWING PROGRAMS TO BENEFIT LOW- TO MODERATE-INCOME RESIDENTS IN LOCAL GOVERNMENTS THAT HAVE BEEN CERTIFIED AS ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTIONS BY THE DEPARTMENT OF LOCAL AFFAIRS:

(A) AN ACCESSORY DWELLING UNIT CREDIT ENHANCEMENT PROGRAM THAT SUPPORTS LENDERS OFFERING AFFORDABLE LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS FOR THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(B) A PROGRAM THAT ALLOWS FOR THE BUYING DOWN OF INTEREST RATES ON LOANS MADE TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS IN CONNECTION WITH THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS;

(C) A PROGRAM THAT OFFERS DOWN PAYMENT ASSISTANCE IN CONNECTION WITH ACCESSORY DWELLING UNITS, PRINCIPAL REDUCTION ON LOANS TO ELIGIBLE LOW- AND MODERATE-INCOME BORROWERS MADE IN CONNECTION WITH ACCESSORY DWELLING UNITS, OR BOTH; OR

(D) A PROGRAM IN WHICH THE COLORADO HOUSING AND FINANCE AUTHORITY OFFERS LOANS, REVOLVING LINES OF CREDIT, OR GRANTS TO ELIGIBLE NON-PROFITS, PUBLIC HOUSING AUTHORITIES, AND COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS TO MAKE DIRECT LOANS OR GRANTS TO SUPPORT THE CONSTRUCTION OR CONVERSION OF ACCESSORY DWELLING UNITS FOR LOW- AND MODERATE-INCOME BORROWERS OR TENANTS.

(II) ANY CONTRACT MADE BY THE COMMISSION WITH THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THIS SUBSECTION (1)(q) MAY INCLUDE NORMAL AND CUSTOMARY FEES AND EXPENSES FOR ADMINISTRATING THE PROGRAMS DESCRIBED IN THIS SUBSECTION (1)(q).

SECTION 4. In Colorado Revised Statutes, 24-46-105, **add** (1)(c) as follows:

24-46-105. Colorado economic development fund - creation - report - repeal. (1) (c) (I) ON JULY 1, 2024, THE STATE TREASURER SHALL TRANSFER EIGHT MILLION DOLLARS FROM THE GENERAL FUND TO THE FUND.

THE COMMISSION SHALL USE THE FUNDS TRANSFERRED PURSUANT TO THIS SUBSECTION (1)(c)(I) TO CONTRACT WITH THE COLORADO HOUSING AND FINANCE AUTHORITY, CREATED IN PART 7 OF ARTICLE 4 OF TITLE 29, FOR THE PURPOSES DESCRIBED IN SECTION 24-46-104 (1)(q).

(II) THIS SUBSECTION (1)(c) IS REPEALED, EFFECTIVE JULY 1, 2025.

SECTION 5. In Colorado Revised Statutes, 24-67-105, **add** (5.3) as follows:

24-67-105. Standards and conditions for planned unit development - definitions. (5.3) (a) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT IS ADOPTED OR APPROVED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), AND THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, MUST NOT RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT OR IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103.

(b) IN A SUBJECT JURISDICTION, ANY PLANNED UNIT DEVELOPMENT RESOLUTION OR ORDINANCE THAT WAS ADOPTED OR APPROVED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (5.3), THAT ALLOWS THE CONSTRUCTION OF ONE OR MORE SINGLE-UNIT DETACHED DWELLINGS, AND THAT RESTRICTS THE CONSTRUCTION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING MORE THAN THE LOCAL LAW THAT APPLIES TO ACCESSORY DWELLING UNIT DEVELOPMENT OUTSIDE OF A PLANNED UNIT DEVELOPMENT:

(I) SHALL NOT BE INTERPRETED OR ENFORCED TO RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING UNIT IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103; AND

(II) MAY BE SUPERSEDED BY THE ADOPTION OF A LOCAL LAW PURSUANT TO SECTION 29-35-103.

(c) NOTWITHSTANDING SUBSECTION (5.3)(b) OF THIS SECTION, A LOCAL GOVERNMENT MAY ADOPT CONFORMING AMENDMENTS TO ANY SUCH

PLANNED UNIT DEVELOPMENT.

(d) AS USED IN THIS SUBSECTION (5.3), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "LOCAL LAW" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (13).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 6. In Colorado Revised Statutes, 38-33.3-106.5, **add** (4) as follows:

38-33.3-106.5. Prohibitions contrary to public policy - patriotic, political, or religious expression - public rights-of-way - fire prevention - renewable energy generation devices - affordable housing - drought prevention measures - child care - definitions. (4) (a) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(b) IN A SUBJECT JURISDICTION OR AN ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION, NO PROVISION OF A DECLARATION, BYLAW, OR RULE OF AN ASSOCIATION THAT IS ADOPTED BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (4) MAY RESTRICT THE CREATION OF AN ACCESSORY DWELLING UNIT AS AN ACCESSORY USE TO ANY SINGLE-UNIT DETACHED DWELLING IN ANY WAY THAT IS PROHIBITED BY SECTION 29-35-103, AND ANY PROVISION OF A DECLARATION, BYLAW, OR RULE THAT INCLUDES SUCH A RESTRICTION IS VOID AS A MATTER OF PUBLIC POLICY.

(c) SUBSECTIONS (4)(a) AND (4)(b) OF THIS SECTION DO NOT APPLY

TO REASONABLE RESTRICTIONS ON ACCESSORY DWELLING UNITS. AS USED IN THIS SUBSECTION (4)(c), "REASONABLE RESTRICTION" MEANS A SUBSTANTIVE CONDITION OR REQUIREMENT THAT DOES NOT UNREASONABLY INCREASE THE COST TO CONSTRUCT, EFFECTIVELY PROHIBIT THE CONSTRUCTION OF, OR EXTINGUISH THE ABILITY TO OTHERWISE CONSTRUCT, AN ACCESSORY DWELLING UNIT CONSISTENT WITH PART 1 OF ARTICLE 35 OF TITLE 29.

(d) AS USED IN THIS SUBSECTION (4), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (2).

(II) "ACCESSORY DWELLING UNIT SUPPORTIVE JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (3).

(III) "SUBJECT JURISDICTION" HAS THE SAME MEANING AS SET FORTH IN SECTION 29-35-102 (21).

SECTION 7. Appropriation. (1) For the 2024-25 state fiscal year, $537,246 is appropriated to the department of local affairs. This appropriation is from the accessory dwelling unit fee reduction and encouragement grant program fund created in section 29-35-105 (7)(a), C.R.S. To implement this act, the department may use this appropriation as follows:

(a) $467,246 for use by division of local government for accessory dwelling unit fee reduction and encouragement grant program related to local government services, which amount is based on an assumption that the division will require an additional 4.9 FTE; and

(b) $70,000 for the purchase of information technology services.

(2) For the 2024-25 state fiscal year, $70,000 is appropriated to the office of the governor for use by the office of information technology. This appropriation is from reappropriated funds received from the department of local affairs under subsection (1)(b) of this section. To implement this act, the office may use this appropriation to provide information technology services for the department of local affairs.

SECTION 8. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

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 Monday, May 13th, 2024 at 12:45 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Summary of Peer Jurisdiction Current ADU Regulations – April 2025

City	Max. ADU Size	Detached ADU Max. Height	Setbacks for Detached ADUs	Utility Connections	Water/Wastewater Fees
Arvada	• Detached: by lot size, from 600 SF for lots < 6,000 SF to 1,200 square feet for lots > 1 acre. • Attached: <50% of primary unit square footage.	• Attached: same as primary structure • Detached: 25'-30' in residential neighborhood zone districts • Detached: 1 story/15' in Old Town	Detached ADU, Old Town: 0' off alley rear, 5' otherwise for side and rear setbacks. Detached ADUs must be >10' behind front home along street setback, otherwise same as principal building	ADU must be connected to the same utilities as the primary unit and cannot have separate services.	• Metro Water Recovery SDC fee applies to ADUs - $5,910 • No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase.
Boulder	• Attached: 50% of primary unit square footage or 1,000 SF, whichever is less • Attached/Affordable or Designated Historic: 2/3 of primary unit square footage or 1,200 SF, whichever is less • Detached: 800 SF • Detached/Affordable or Designated Historic: 1,000 SF	• Detached: 20', ADUs with roof pitch >8:12 may be up to 25' • Existing structures converted to ADUs can maintain existing height even if it exceeds the standard.	Same as other types of accessory buildings.	ADUs must tie into primary unit's water and sewer connections and do not require a separate water tap, or water or sewer licenses.	• No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase. • Single-family tap fees based on annual water usage and is a tiered-based system.
Broomfield	50% of the primary unit square footage or 800 square feet, whichever is less (no distinction b/w detached/attached ADUs)	30' (same as primary building)	Same as other types of accessory buildings.	ADUs must tie into primary unit's water and sewer connections and cannot have a separate water tap, or water or sewer licenses.	No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase.
Erie	800 square feet	25' (same as other types of accessory buildings)	Same as other types of accessory buildings	ADUs must tie into primary unit's water and sewer connections and do not require a separate water tap, or water or sewer licenses.	No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase.

Summary of Peer Jurisdiction Current ADU Regulations – April 2025

City	Max. ADU Size	Detached ADU Max. Height	Setbacks for Detached ADUs	Utility Connections	Water/Wastewater Fees
Golden	• Detached ADU: Home > 1,000 sq. ft. = 50% of principal dwelling or 800 sq. ft., whichever is smaller; Home < 1,000 sq. ft. = 500 sq. ft. • Attached ADU: <50% of the primary unit SF.	Form based standards typically allow 1.5 stories/32' for the rear 1/3 of properties (same as for other types of accessory buildings)	Same as other types of accessory buildings.	Detached ADUs require fire sprinklers and utilities must connect utilities to the main house, unless Director determines it is infeasible	• No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase. • ADU can either be attached to main house tap or have separate tap, which is charged at full amount as normal single-family tap fee.
Lafayette	750 SF for attached or detached ADUs	20' in Old Town, 16' elsewhere	• 5' rear setback in most zone districts, 0' rear setback in Old Town area. • Detached ADUs must be >10' behind front home along street setback.	ADUs must tie into primary unit's water and sewer connections and do not require a separate water tap, or water or sewer licenses.	<u>Utility fees for ADUs :</u> • Meter fee based on meter size of primary dwelling ($346 for ¾", $392 for 1") • Tap fee for ADU - $4,290 • Water reclamation Tap Fee for ADU - $2,870 • ADU must pay the increase in water tap size if triggered
Superior	Attached/Detached ADU: Home > 1,000 sq. ft. = 50% of principal dwelling or 800 sq. ft., whichever is smaller; Home < 1,000 sq. ft. = 500 sq. ft.	Same as for primary unit structure – 2 stories/32' in most residential zone districts	Same as for primary unit structure	ADUs must tie into primary unit's water and sewer connections and are not required to have a separate water tap, or water or sewer licenses; unless the applicant opts for a separate tap.	No additional water/wastewater fees apply to ADU unless the ADU triggers a tap size upgrade; in which case the ADU permit must address the fee increase.
Wheat Ridge	Attached/Detached ADU: 50% of the primary unit square footage or 1,000 square feet, whichever is less.	25'	Same as other types of accessory buildings.	ADU must be connected to the same utilities as the primary unit and cannot have separate services.	City does not manage water or wastewater utilities.

Version 1 published September 27, 2024

HB24-1152 Guidance

Concerning Increasing the Number of Accessory Dwelling Units

Table of Contents

Section 1: Background..... 2
Section 2: Summary of the Law..... 2
Section 2.1: Applicability..... 2
Section 2:2: Key Terms Used in the Law..... 3
Section 2.3: What Does the Law Require Subject Jurisdictions to do?..... 4
Section 2.4: What Types of Local ADU Regulations are Still Allowed?..... 5
Section 3: Guidance..... 6
Section 3.1: The definition of an Accessory Dwelling Unit (ADU)..... 6
Section 3.2: The list(s) or table(s) of allowed uses in each zone district..... 7
Section 3.3: The procedures for approval of an ADU..... 7
Section 3.4: The standards, conditions, and criteria for approval of ADUs..... 7
Section 3.5: Parking regulations..... 8
Section 3.6: ADU sizes and setbacks regulations..... 8
Section 3.7: Owner occupancy on lots with ADUs..... 8
Section 3.8: Planned Unit Developments (PUDs)..... 9
Section 3.9: Homeowners' Associations (HOAs) and Restrictive Covenants..... 9
Section 3.10: Reporting Requirement..... 10
Section 3.11: Becoming an ADU Supportive Jurisdiction..... 10
Section 3.12: Demonstrating Compliance..... 11
Section 4: Examples..... 11
Example 1..... 11
Example 2..... 13
Section 5: List of Subject Jurisdictions..... 20

Version 1 published September 27, 2024

Section 1: Background

The Legislative Declaration in HB24-1152 emphasizes that ADUs increase housing options for smaller households, lower income households, and the elderly wishing to age in their neighborhoods by allowing construction of these smaller and relatively affordable units in areas where utilities and infrastructure are already available. While many communities have adopted restrictions or prohibitions on ADUs, they offer an alternative to low-density, dispersed development, which reduces water use, greenhouse gas emissions, infrastructure costs, household transportation and energy expenses, and infrastructure maintenance costs. Because single-family detached home neighborhoods often occupy a large percentage of land in Colorado communities, allowing ADUs in those areas can serve as an important way to increase housing supply with minimal impacts on their neighborhoods, and can increase attainable and affordable housing options in high opportunity neighborhoods. After requiring that local governments reduce barriers to ADUs, California estimates that ADUs now make up to 20 percent of new housing constructed in that state.[1] Better aligning ADU regulations across many Colorado communities can help achieve economies of scale by reducing the variability of regulations between jurisdictions, thereby enabling more standardized and modular ADU designs, a more robust market of ADU developers, and associated cost reductions.

Section 2: Summary of the Law

In general, communities subject to the law must allow Accessory Dwelling Units by an Administrative Approval Process wherever they allow Single-Unit Detached Dwellings. The law contains some exceptions to its basic requirements, and addresses additional issues not covered in this summary. This section summarizes the key requirements of HB24-1152 but does not substitute for a close reading of the law itself.

This document explains how DOLA will determine local government compliance. It does not constitute legal advice, and local governments are encouraged to consult with their municipal or county attorney for that purpose.

The law's provisions take effect on June 30, 2025. All capitalized terms in this guidance are defined in the law.

Section 2.1: Applicability

Summarized from C.R.S. 29-35-102(21)

HB24-1152 is applicable to Subject Jurisdictions, which include:

- Colorado Home Rule or statutory cities and towns, Territorial Charter cities and towns, and consolidated cities and counties, that are within a Metropolitan

[1] Accessory Dwelling Units (ADUs) in California | Bipartisan Policy Center

Planning Organization and have a population of 1,000 or more as reported by the State Demography Office; and

- Those portions of Colorado counties, including Home Rule counties, that are within a Metropolitan Planning Organization and within a Census Designated Place with a population of 40,000 or more as reported in the most recent federal decennial Census.

A list of Subject Jurisdictions as of the publication of this guidance can be found at the end of this document.

Section 2:2: Key Terms Used in the Law

Summarized from C.R.S. 29-35-102

This section lists several key terms defined in the law. Please note that the law contains numerous additional definitions that may be important in specific contexts.

"Accessory Dwelling Unit" means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one or more individuals; (b) is located on the same lot as a proposed or existing primary residence; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation.

> ***NOTE**: Subject jurisdictions are not required to adopt this definition of an ADU, but the use of a different definition cannot result in more restrictions on ADUs than are permitted by the law. For example, subject jurisdictions' definitions must include internal, attached, and detached ADUs.*

"Administrative Approval Process" means a process in which: (i) a development proposal for a specified project is approved, approved with conditions, or denied by local government administrative staff based solely on its compliance with Objective Standards set forth in local laws; and (ii) does not require, and cannot be elevated to require, a public hearing, a recommendation, or a decision by an elected or appointed public body or a hearing officer.

"Exempt Parcel" means a parcel that is: (a) not served by a domestic water and sewage treatment system, as defined in section 24-65.1-104 (5), or is served by a well with a permit that cannot supply an additional dwelling unit; (b) a historic property that is not within a historic district; or (c) in a floodway or in a one hundred year floodplain, as identified by the federal emergency management agency.

"Local Law" means any code, law, ordinance, policy, regulation, or rule enacted by a local government that governs the development and use of land, including land use codes, zoning codes, and subdivision codes.

"**Objective Standard**" means a standard that: (a) is a defined benchmark or criterion that allows for determinations of compliance to be consistently decided regardless of the decision maker; and (b) does not require a subjective determination concerning a development proposal, including but not limited to whether the application for the development proposal is: (i) consistent with master plans, or other development plans; (ii) compatible with the land use or development of the area surrounding the area described in the application; or (iii) consistent with public welfare, community character, or neighborhood character.

"**Restrictive Design or Dimension Standard**" means a standard in a Local Law that:

(a) requires an architectural style, building material, or landscaping that is more restrictive for an Accessory Dwelling Unit than for a Single-Unit Detached Dwelling in the same zoning district;

(b) does not allow for Accessory Dwelling Unit sizes between five hundred and seven hundred fifty square feet;

(c) requires side setbacks for an Accessory Dwelling Unit that are larger than the side setbacks required for a primary dwelling unit in the same zoning district;

(d) requires a rear setback for an Accessory Dwelling Unit that is larger than the greater of:

> (i) the rear setback required for other accessory building types in the same zoning district; or
>
> (ii) five feet;

(e) is a more restrictive minimum lot size standard for an Accessory Dwelling Unit than for a Single-Unit Detached Dwelling in the same zoning district; or

(f) applies more restrictive aesthetic design or dimensional standards to Accessory Dwelling Units that are factory-built residential structures, as defined in section 24-32-3302 (10), than other Accessory Dwelling Units.

"**Single-Unit Detached Dwelling**" means a detached building with a single dwelling unit on a single lot.

Section 2.3: What Does the Law Require Subject Jurisdictions to do?

Summarized from C.R.S. 29-35-103(1), (2), and (4)

Subject Jurisdictions must allow, with some exceptions: (a) the construction of one detached ADU between 500 and 750 square feet in size, or (b) the conversion of part of a Single-Unit Detached Dwelling to accommodate an ADU between 500 and 750 square feet in size, as an accessory use to a Single-Unit Detached Dwelling on any lot or parcel where a Single-Unit Detached Dwelling is allowed. This requirement does

not apply to Exempt Parcels (see definition above). It also does not apply to manufactured home parks where there are multiple homes on a lot.

Applications for ADUs must be reviewed through an Administrative Approval Process that does not include a public hearing. Approval or denial must be based on compliance with Objective Standards included in the land use code or other ADU regulations, which may not include Restrictive Design or Dimension Standards. These requirements apply to all lots that allow the construction of Single-Unit Detached Dwellings regardless of whether the lot or parcel is located in a standard base zoning district, overlay zoning district, or a Planned Unit Development, and regardless of whether restrictive declarations, bylaws, or rules of an HOA prevent ADUs.

Section 2.4: What Types of Local ADU Regulations are Still Allowed?

Summarized from C.R.S. 29-35-103(2) and (3)

Subject Jurisdictions may not restrict ADUs in some ways, but are still allowed to regulate ADUs in a number of other ways, as summarized in the table below. More detail on each listed topic is available in the text of the law and in the Guidance section below.

Subject Jurisdictions May:	Subject Jurisdictions May Not:
Regulate the Short-Term Rental of ADUs.	Require that the ADU or the primary Single-Unit Detached Dwelling on the lot remain owner-occupied, with limited exceptions. See the discussion on owner-occupancy restrictions below.
Require the designation of an existing parking space on the lot for the use of the ADU.	Require the construction of an additional parking space for the ADU, with limited exceptions. See the discussion on parking requirements below.
Require compliance with design and dimensional standards not included in the definition of a Restrictive Design or Dimension Standard.	Require compliance with architectural style, building material, or landscaping standards that are more restrictive than those that apply to the single-family home on the lot.
Limit the maximum size of an ADU to be no larger than the size of the Single-Unit Detached Dwelling on the lot.	Require a larger lot for the ADU than would otherwise apply for a Single-Unit Detached Dwelling on the lot.
Allow ADUs smaller than 500 square feet, or larger than 750 square feet.	Require larger side or rear setbacks than those stated in the law. See the discussion on setbacks below.

Allow the construction or conversion of more than one ADU per lot where a Single-Unit Detached Dwelling is allowed.	Apply more restrictive design or dimensional standards to modular ADUs than stick-built ADUs.
Define ADUs to include or exclude specific types of housing, such as motor homes, recreational vehicles, or multi-purpose trailers.	Define ADUs in such a way that excludes a type of ADU in the law's definition, such as internal or detached ADUs.
Apply historic district standards to ADUs located in historic districts.	
Require compliance with adopted fire, building, utility, or stormwater codes.	
Require proof of water supply or wastewater treatment capacity as a condition of ADU approval.	
Require the payment of generally applicable development impact fees.	
Require the mitigation of development impacts as permitted by the Colorado Regulatory Impairment of Property Rights Act, C.R.S. 29-20 Part 2.	
Use local programs to encourage the construction of ADUs, or the conversion of Single-Unit Detached Dwellings to include ADUs, with income restrictions to increase the supply of affordable housing.	

Section 3: Guidance

Subject Jurisdictions who are reviewing current zoning and land development regulations for alignment with the requirements of HB 24-1152 should focus on:

Section 3.1: The definition of an Accessory Dwelling Unit (ADU)

Summarized from C.R.S. 29-35-102(2)

While the law includes a definition of Accessory Dwelling Unit, it does not require that Subject Jurisdictions adopt that definition. It gives Subject Jurisdictions the right to exclude motor homes, recreational vehicles, and other specific types of housing from the definition, or to include them. However, the Subject Jurisdiction's definition

of ADU may not result in restricting or prohibiting ADUs that would be permitted under the law's definition of an ADU.

Section 3.2: The list(s) or table(s) of allowed uses in each zone district

Summarized from C.R.S. 29-35-103(1)

In general, ADUs should be listed (or included in a table) as an allowed or accessory use in every zoning district where Single-Unit Detached Dwellings are an allowed use (including PUDs). In zoning districts where Single-Unit Detached Dwellings are a conditional or special use, ADUs must be allowed as an accessory use to an existing Single-Unit Detached Dwelling. Instead of including this information in a table, Subject Jurisdictions may include language in their development codes clearly indicating that ADUs are allowed in conjunction with all Single-Unit Detached Dwellings in their jurisdiction. This applies regardless of whether Local Law uses a different zoning or regulatory term for a freestanding house on a single lot designed for occupancy by a single household.

> ***NOTE**: This guidance generally uses the term 'allowed' in conformance with the law, but Subject Jurisdictions may use 'permitted' or any other similar terms that clearly indicate an ADU may be constructed.*

Section 3.3: The procedures for approval of an ADU

Summarized from C.R.S. 29-35-102(5a), 29-35-102(17), and 103(1)

Zoning and land development regulations should be reviewed to ensure that applications for ADUs are subject only to an Administrative Approval Process using Objective Standards, and to remove any requirements for a public hearing before approving an ADU. If the Local Laws allow an administrative decision to be "elevated," "sent up," "referred," or "called up" to an appointed or elected body for review and decision after a public hearing, those provisions should be modified to exclude ADUs from potential public hearing requirements.

There is one exception: If the ADU is located in a locally designated historic district, and the Subject Jurisdiction has been designated by History Colorado as a Certified Local Government, the application can be subject to the public hearing requirements applicable to other historic district properties. The standards applied in this process must be locally adopted historic regulations or the Secretary of State's historic preservation standards.

Section 3.4: The standards, conditions, and criteria for approval of ADUs

Summarized from C.R.S. 29-35-102(17)

Standards and conditions applicable to ADUs will require careful review to meet the requirement of HB24-1152. They must be "Objective", which means standards using a defined benchmark or criterion that allows for decisions about compliance to be made consistently regardless of who makes the decision. These standards cannot require subjective determinations of whether the application is consistent with adopted plans (including comprehensive or development plans); compatible with the land use or development of the surrounding area; or consistent with public welfare, community character, or neighborhood character. Although not listed in HB24-1152, decision criteria such as "compatible", "harmonious", "attractive", "similar", and "contributing" are generally considered subjective standards.

The requirement for Objective Standards applies regardless of whether they appear as "use-specific standards" or "performance standards" applicable to the ADU use in particular, or as decision criteria that staff must use in determining whether to issue a specific type of permits or approvals.

Section 3.5: Parking regulations

Summarized from C.R.S. 29-35-103(2a), (3a), and (3b)

The law prohibits Local Laws from requiring that a new parking space be constructed or available for each ADU, but does provide two exceptions. First, the Subject Jurisdiction may require the designation of an existing parking space on the lot for the use of the ADU, if such a parking space already exists at the time the ADU is constructed or converted. Second, the Subject Jurisdiction may require the construction of a new off-street parking space if (a) the ADU is in a zoning district that, as of January 1, 2024, required one or more off-street parking spaces for a Single-Unit Detached Dwelling, and (b) there is no existing parking space on the lot (including a driveway, garage, or tandem parking space) that could be used for the ADU, and (c) the ADU is located on a block where the Subject Jurisdiction prohibits on street parking.

Section 3.6: ADU sizes and setbacks regulations

Summarized from C.R.S. 29-35-102(18b), 102(18c), 103(d), and 103(3c)

The law requires that new ADUs between 500 and 750 feet in size be allowed through an Administrative Approval Process, but gives Subject Jurisdictions the choice to also allow ADUs smaller than 500 feet or larger than 750 feet, or to require that ADUs be no larger than the Single-Unit Detached Dwelling on the lot.

In order to promote development of ADUs, it also limits the types of side and rear setbacks that can be required by Local Law. Minimum side setbacks may not be larger than those that apply to the Single-Unit Detached Dwelling on the lot. Minimum rear setbacks may not be larger than those that apply to other accessory building types in the same zone, or five feet, whichever is greater.

Section 3.7: Owner occupancy on lots with ADUs

Summarized from C.R.S 29-35-103(2b)

The law prohibits Local Laws from requiring that the Single-Unit Detached Dwelling on the lot, or the ADU, be occupied by the owner of the lot. Again, however, the law provides two exceptions. First, a Local Law can require evidence that the owner of the lot resides on the lot at the time an application for construction or conversion of an ADU is filed (but this exception does not apply if the ADU and new Single-Unit Detached Dwelling are being constructed at the same time). Second, a Local Law may require evidence that the owner of the lot resides on the lot at the time an application for a license or permit allowing short-term rental of the ADU is filed.

Section 3.8: Planned Unit Developments (PUDs)

Summarized from C.R.S. 24-67-105(5.3)

Two separate provisions of the law address its impact on Planned Unit Developments: The first applies to approved PUDs and the second to future PUDs.

The law applies to areas of approved Planned Unit Developments that allow the construction of Single-Unit Detached Dwellings to the same extent it applies to other properties in non-PUD developments that allow those types of dwellings. In areas where Single-Unit Detached Dwellings are allowed, ADUs must be allowed as an accessory use to a Single-Unit Detached Dwelling subject to an Administrative Approval Process subject to only Objective Standards.

The law also provides that future PUDs may not contain provisions that restrict the construction or conversion of ADUs in ways not permitted by the law.

Section 3.9: Homeowners' Associations (HOAs) and Restrictive Covenants

Summarized from C.R.S. 38-33.3-106.5(4)

Three provisions of the law address restrictive covenants that may apply to neighborhoods with Single-Unit Detached Dwellings.

In Subject Jurisdictions, HOA covenants adopted on or before June 30, 2025 may not be applied to restrict the creation of an ADU in any way that is prohibited by the law. Similarly, restrictive covenants created after June 30, 2025, may not contain

provisions that restrict the creation of an ADU in ways that are prohibited by the law. As a practical matter, these provisions mean that the courts of Colorado will not be available to enforce restrictive covenants that violate these requirements.

A third provision allows HOAs to continue to apply "Reasonable Restrictions" on ADUs. A Reasonable Restriction is defined as "a substantive condition or requirement that does not unreasonably increase the cost to construct, effectively prohibit the construction, or extinguish the ability to otherwise construct an ADU" pursuant to the law. Among other things, an HOA may apply standards and conditions to ADUs if those standards are also applied to the construction of other types of accessory buildings. They may apply standards and conditions to the creation of an ADU within an existing Single-Unit Detached Dwelling if they would apply the same standards and conditions to other internal modifications of the house.

> ***NOTE**: SB24-174, also passed by the General Assembly during its 2024 session, includes a similar provision for Common Interest Ownership Associations (i.e. condominium associations). After June 30, 2024, it prohibits them from adopting new regulations that prohibit or restrict the construction of ADUs if the zoning laws of the local jurisdiction would otherwise allow ADUs.*

Section 3.10: Reporting Requirement

Summarized from C.R.S. 29-35-104(1a) and 29-35-104(1b)

No later than June 30, 2025, every Subject Jurisdiction must file a report with DOLA demonstrating that the community has complied with the requirements of the law. The report must be submitted by June 30, 2025. However, DOLA may approve an extension of up to six months if the Subject Jurisdiction demonstrates that it has (a) initiated the process of compliance, (b) a timeline for completion of that process, and (c) explained the reason for not meeting the initial compliance deadline. DOLA will be issuing guidance regarding the form and manner in which these reports must be submitted at a later date.

Section 3.11: Becoming an ADU Supportive Jurisdiction

Summarized from C.R.S. 29-35-104(1a)),(2), and (3)

HB24-1152 also contains provisions allowing Colorado communities to seek designation as an ADU Supportive Jurisdiction, whether or not they are a Subject Jurisdiction required to comply with the law. In order to achieve this designation, Colorado communities must not only comply with the requirements of the law outlined above, but must also implement at least one of 10 listed strategies to promote the construction, conversion, or use of ADUs. While nine of those strategies are defined in

the law, the 10th is an option allowing for any additional strategy suggested by the community and approved by DOLA to achieve those goals. Guidance regarding the form and manner for submitting these requests will be issued by DOLA at a later date.

Implementation of at least one of those 10 strategies must also be documented in the report due by June 30, 2025. Designation as an ADU Supportive Jurisdiction is documented by a certificate issued by DOLA, which makes the Subject Jurisdiction eligible to apply for grants under a new Accessory Dwelling Unit Fee Reduction and Encouragement Grant Program. Grants awarded under that program may be used to offset eligible costs of waiving, reducing, or providing financial assistance for reasonable and necessary costs of promoting ADUs for specific populations with housing needs. The certification also makes residents of the jurisdiction eligible for financing programs for ADUs that will be developed by CHFA. Subject Jurisdictions are encouraged to take the additional step necessary to achieve this designation, as the state may in the future make additional resources and assistance available to ADU Supportive Jurisdictions.

Section 3.12: Demonstrating Compliance

The simplest method by which Subject Jurisdictions may comply with the requirements of HB24-1152 is by revising local zoning and land use regulations so that any revisions necessary to comply with the law are completed by June 30, 2025. If a Subject Jurisdiction is uncertain about their ability to revise their regulations prior to the compliance deadline, they are urged to contact DOLA as soon as possible.

Section 4: Examples

The following two examples are from zoning ordinances currently in use in Colorado, with ~~red strikeout text~~ used to show text that should be deleted and red underlined text that could be added to these definitions while remaining consistent with the new law. These examples are presented not as recommended approaches, but to illustrate the minimum changes necessary to meet the requirements of HB 24-1152.

Example 1

This Colorado community already lists ADUs as allowed uses in each zoning district where single-family detached homes are permitted, so relevant portions of the allowed/permitted use table are not shown.

Accessory Dwelling Units. In addition to the standards applicable to all accessory uses . . . the following additional standards apply to accessory dwellings:

1. *Accessory dwelling units may be permitted when associated with a detached house, multi-unit house, or attached houses . . .*[2]
2. *Accessory dwelling units may be located in a detached accessory building, attached to an existing building, or located within the principal building (such as an attic or basement). The total floor area of the accessory dwelling unit shall be limited to no more than the larger of:*
   a. *800 square feet, if in a detached building or attached to the principal building; or*
   b. *Equal to the building footprint if internal to the principal building.*
3. *Detached houses in the . . . districts may have multiple accessory dwelling units . . . provided:*
   a. *Only one unit may be in a detached building; and*
   b. *There shall be at least 2,000 square feet of lot area for each unit, including the principal dwelling unit.*

***NOTE**: While this lot-area-per ADU requirement would be inconsistent with HB24-1152 if applied to a single ADU on a lot, it is not inconsistent because it only applies to multiple ADUs on a lot, which the law does not regulate.*

4. *No additional parking space is required for an accessory dwelling unit. Where a parking space is provided, it shall be subject to all lot coverage and frontage design standards.*
5. *All buildings, including any detached accessory structure, shall meet the development and design standards for the lot in Chapter X.*
6. *The accessory dwelling unit shall ~~be compatible with the principal building, and whether within the principal building or in a detached structure in the following ways~~ comply with the following standards:*
   a. *The accessory dwelling unit shall be clearly subordinate to the principal dwelling through the location of access, building entrances, parking, and other design features that accommodate the accessory dwelling unit.*

***NOTE**: The requirement for ADUs to be subordinate to the primary structure is common to all types of accessory uses and structures. The additional text explaining how staff is to determine whether the ADU is subordinate provides more guidance on this basic requirement, and is not inconsistent with the law.*

   b. *Entrances and exterior stairs shall be located towards the interior of the lot or alley~~, and otherwise designed to minimize impacts on adjacent property~~.*

[2] Text unrelated to ADUs has been omitted.

c. *Attached accessory dwelling units shall be to the side or rear of the principal structure, or otherwise integrated into the principal dwelling structure.*

7. *Prior to occupancy of the accessory dwelling unit all building and occupancy permits shall be approved, and inspections conducted demonstrating compliance with applicable building and fire safety codes.*
   a. *Any newly constructed element shall meet current codes.*
   b. *Existing buildings or parts of the principal dwelling unit not impacted by construction of the accessory dwelling unit may be required to correct any property maintenance code violations based on compliance with codes applicable to those portions of the structure.*
8. *All impact fees applicable to new construction shall apply to the accessory dwellings.*
9. *Accessory dwelling units shall connect to water and sewer lines of the principal dwelling, subject to the requirements of the [utility authority].*

Example 2

Use Table	P = Permitted C = Conditional use										A = Accessory to primary use T = Temporary use																		
	Residential										Mixed-Use							Indust-rial			Special			Over-lay			
Zone District → Land Use ↓	A	R-E	R-19	R-16	R-2	R-4	R-5	R-Flex Low	R-Flex Med.	R-Flex High	MX-O	MX-N	MX-T	MX-M	MX-L	MX-I	FBZ	BP	LI	GI	APD	PF	PK	South	Central	North	Use-Specific Standards
RESIDENTIAL USES																											
Household Living																											
Dwelling, Single-family Detached	P	P	P	P	P	P	P	P	P		P	P	P	C	C				C					P			
Dwelling, Accessory, Detached	A	A	A	A	A	A	A	A	A	A	A	A	A	A	C	A	R		C					A			7.3.304E
Dwelling, Accessory, Integrated	A	C A	C A	C A	A	A	A	A	A	A	A	A	A	A	A		R		C					A			7.3.304E

7.3.304E. Dwelling, Accessory

A single Accessory Dwelling Unit (ADU) is allowed on a lot that meets the dimensional requirements of Part 7.4.2 (Dimensional Standards) and complies

with the following standards as shown on an approved site plan. The ADU may be detached or integrated, pursuant to Part 7.3.2 (Allowed Use Tables).

1. General Standards

The following standards apply to detached and integrated ADUs.

a. Owner-Occupancy

(1) Requirement

In the R-E, R-1 9, and R-1 6 zone districts, except as otherwise provided in this Subsection 7.3.304E (Dwelling, Accessory), the City shall require evidence that ~~an ADU to be occupied~~, the principal dwelling on the site or the ADU ~~must be~~ is occupied by the owner of the lot in the following two situations:

1. When an application is submitted to construct a new ADU on a lot that already contains a single-family detached dwelling, or to convert part of an existing single-family detached dwelling into an ADU; and

2. When an application is submitted to approve a short-term rental use on the lot or parcel containing an ADU.

***NOTE**: HB24-1152 does not require that Local Laws include provisions allowing owner occupancy restrictions in these limited situations, but including these limited exceptions seems more consistent with the community's broader desire to require owner occupancy than removing owner occupancy requirements altogether.*

~~(2) Declaration of Restriction~~

~~The following restrictions apply to an ADU constructed in the R-E, R-1 9, and R-1 6 zone districts.~~

~~(a) Before a Building Permit may be issued for an ADU, the owner shall record with the El Paso County Clerk and Recorder a declaration of restrictions in a form prescribed by the Manager.~~

~~(b) The declaration of restrictions shall require the property owner to reside on the property in accordance with the definition of "owner occupied" in order to lease one of the two (2) units.~~

~~(c) The declaration of restrictions shall lapse upon removal of the ADU. Upon request of the owner and confirmation by the City that the accessory dwelling unit has been removed, the Mayor shall execute a recordable release of the declaration of restrictions and provide the release to the owner. The owner shall be responsible for recording the release and paying all costs of recordation.~~

~~*(3) Zoning Enforcement Limitation*~~

~~*No zoning enforcement action pursuant to Part 7.5.9 (General Enforcement) may be brought against a tenant by the City for a failure of the owner to meet the owner-occupancy requirement.*~~

~~*b. Waiver of Owner Occupancy Requirement*~~

~~*(1) The Manager may waive the owner occupancy requirement for temporary absences of up to two (2) years, upon a determination that failure to waive the requirement would create an unreasonable hardship. The Manager may grant an additional one-(1) year extension to the original waiver upon the expiration of the original waiver.*~~

~~*(2) The Manager may determine failure to waive the occupancy requirement creates an unreasonable hardship if:*~~

~~*(a) Enforcement of the requirements would create a temporary economic hardship that could be resolvable within two (2) years;*~~

~~*(b) The property is listed and actively marketed for sale; or*~~

~~*(c) The occupancy requirement is unreasonable due to temporary relocation by the owner for employment (including temporary relocation for military service members) or medical treatment, death of the owner, divorce or legal separation of the owner and a non-owner spouse, or similar circumstances.*~~

c. Restriction on Subdivision

In the R-E, R-1 9, R-1 6, MX-M, MX-L, and LI zone districts and ADU-O district, the ADU shall not be sold separately from the principal dwelling unit, nor shall the lot on which an ADU is situated be subdivided unless subdivision is permissible in accordance with all provisions of Part 7.4.3 (Subdivision Standards). The following restrictions apply:

(1) Before a Building Permit may be issued for an ADU, the owner shall record with the El Paso County Clerk and Recorder a declaration of restrictions in a form prescribed by the Manager.

(2) The declaration of restrictions shall prohibit the owner and the owner's heirs or assigns from selling the ADU separately from the principal dwelling unit. Such restriction shall be binding upon and run with the land.

(3) The declaration of restrictions shall lapse upon removal of the ADU. Upon request of the owner and confirmation by the City that the ADU has been removed, the Mayor shall execute a recordable release of the declaration of restrictions and provide

the release to the owner. The owner shall be responsible for recording the release and paying all costs of recordation.

d. Off-Street Parking

(1) If the following conditions apply to the lot or parcel on which the ADU is located, one off-street parking space shall be provided in addition to the minimum parking required for the principal structure.

(a) The lot or parcel does not have an existing off-street parking space, including a driveway, garage, or tandem parking space, that could be used for the ADU;

(b) The lot or parcel is in a zoning district that, as of January 1, 2024, requires one or more parking spaces for the primary dwelling unit; and

(c) The lot or parcel is located on a block where on-street parking is prohibited for any reason, including ensuring access for emergency services.

(2) When subsection d(1) does not apply, and the lot or parcel on which the ADU is located contains an existing driveway, garage, tandem parking space, or other off-street parking space, at the time of construction or conversion of the ADU, one such parking space shall be designated for the use of the ADU.

***NOTE**: Subsection d.2 is not required for compliance with HB24-1152, but since some of the off-street parking requirements currently required by the community would no longer be permitted, the community may want to take advantage of provisions in the law that allow it to require designation of an existing parking space for the use of the ADU.*

e. Access

All ADUs shall have a thirty-six (36) inch-wide clear access path from the front property line or from the property line where the principal dwelling unit gains its access. The clear access path may be gated. An ADU may share a clear access path with the principal dwelling unit.

f. Prohibited Units

A mobile home or recreational vehicle may not be used as an ADU.

g. Number of Units

No more than one (1) ADU shall be located on any lot.

h. Conflicts

If any provision of this Subsection 7.3.304E is found to be in conflict with any other provision of this UDC or Code, the provision that

establishes the higher or more restrictive standard shall apply, provided that the more restrictive standard does not prevent the construction or conversion of an ADU where it would be permitted by the Allowed Use Table and this Subsection 7.3.304E.

~~i. Covenants~~

~~The provisions of this Subsection 7.3.304E do not supersede private covenants regarding ADUs.~~

2. Standards for Detached ADUs

The following standards additionally apply to detached ADUs.

a. Maximum Floor Area

The habitable area of a detached ADU shall not be less than five hundred (500) square feet, and shall not exceed ~~fifty (50) percent of~~ the habitable area of the principal structure or one thousand, two hundred and fifty (1,250) square feet, whichever is less~~; except that where the habitable area of the principal structure is less than one thousand, five hundred (1,500) square feet, the maximum size of the accessory dwelling unit shall be seven hundred and fifty (750) square feet~~.

NOTE: Although HB24-1152 requires that local governments allow ADUs between 500 and 750 square feet by an Administrative Approval Process, local governments may extend the maximum size above 750 square feet at their option, so a maximum size of 1,250 square feet is not inconsistent with the law.

b. Maximum Height

The maximum height of a detached ADU, or other structure containing a detached ADU, is twenty-five (25) feet with a flat roof or roof pitch of less than 6:12 (measured to top of roof line), or twenty-eight (28) feet with a roof pitch of 6:12 or greater (measured to roof peak).

c. Setbacks

In the rear yard, the ADU shall be setback five (5) feet, or ~~ten (10) feet if the dwelling unit is located above the garage and the overhead door faces an alley~~ the minimum setback applicable to the other accessory buildings in the zoning district where the lot or parcel is located, whichever is greater. The ADU shall comply with the front-yard and side-yard setbacks of the zone district.

d. Prefabricated Homes

Prefabricated homes such as manufactured homes are allowed for use as an ADU if placed on a permanent foundation and connected to metered utility services.

***NOTE:** Although HB24-1152 prohibits applying more restrictive aesthetic design or dimensional standards to factory-built structures than to other types of ADUs, these standards are neither design nor dimensional standards, and therefore are not inconsistent with the law. In general, most communities require that all ADUs meet these standards regardless of how they are constructed.*

e. Conversion of Existing Detached Garages

The detached garage shall meet the minimum setbacks for an accessory dwelling unit as required in this Section.

f. Limitation in LI Zone District

In the LI zone district, a detached ADU may only be used for the occupancy of a caretaker, security guard, or other person charged with oversight or protection of the principal use on the site.

~~*g. Limitation in the R-2 Zone District*~~

~~*In the R-2 zone district, a detached ADU may only be permitted when developed with a single-family detached unit on a minimum five thousand (5,000) square foot lot.*~~

***NOTE:** We assume the purpose of this provision is to require a larger lot size for construction of an ADU than would otherwise be required for construction of a Single-Unit Detached Dwelling without an ADU, which the law prohibits.*

3. Standards for Integrated ADUs

The following standards additionally apply to integrated ADUs.

a. Limited to Single-Family Detached Dwellings

(1) Except in the LI zone district, an integrated ADU is only allowed within a detached single-family dwelling and is not permitted in any other structure, including attached single-family dwellings, two-family dwellings, multi-family dwellings, or commercial buildings.

~~*(2) In the MX-M and MX-L zone districts, an integrated ADU is only permitted within a single-family detached dwelling that existed as of the Effective Date.*~~

b. Maximum Floor Area

The gross floor area of an integrated ADU shall not exceed ~~fifty (50) percent of~~ the gross floor area of the principal structure.

c. Maximum Height and Setbacks

The integrated ADU shall comply with the maximum height and setback requirements of the zone district.

d. Design Standards

(1) In the R-E, R-1 9, and R-1 6 zone districts, an integrated ADU shall not involve design modifications to the exterior of the principal structure that indicate its presence from the front or corner side of the principal structure.

~~*(2) Building additions shall be architecturally compatible with the primary dwelling unit. Architectural compatibility shall be determined by reviewing the design, colors, and materials ADU as compared to the primary structure.*~~

~~*(3) External stairs are not allowed to provide access to a second-story accessory dwelling unit unless access into the ADU is from a second-story deck.*~~

e. ~~*Exterior Access*~~

~~*An integrated ADU may have a separate exterior access that faces the side or rear property line.*~~

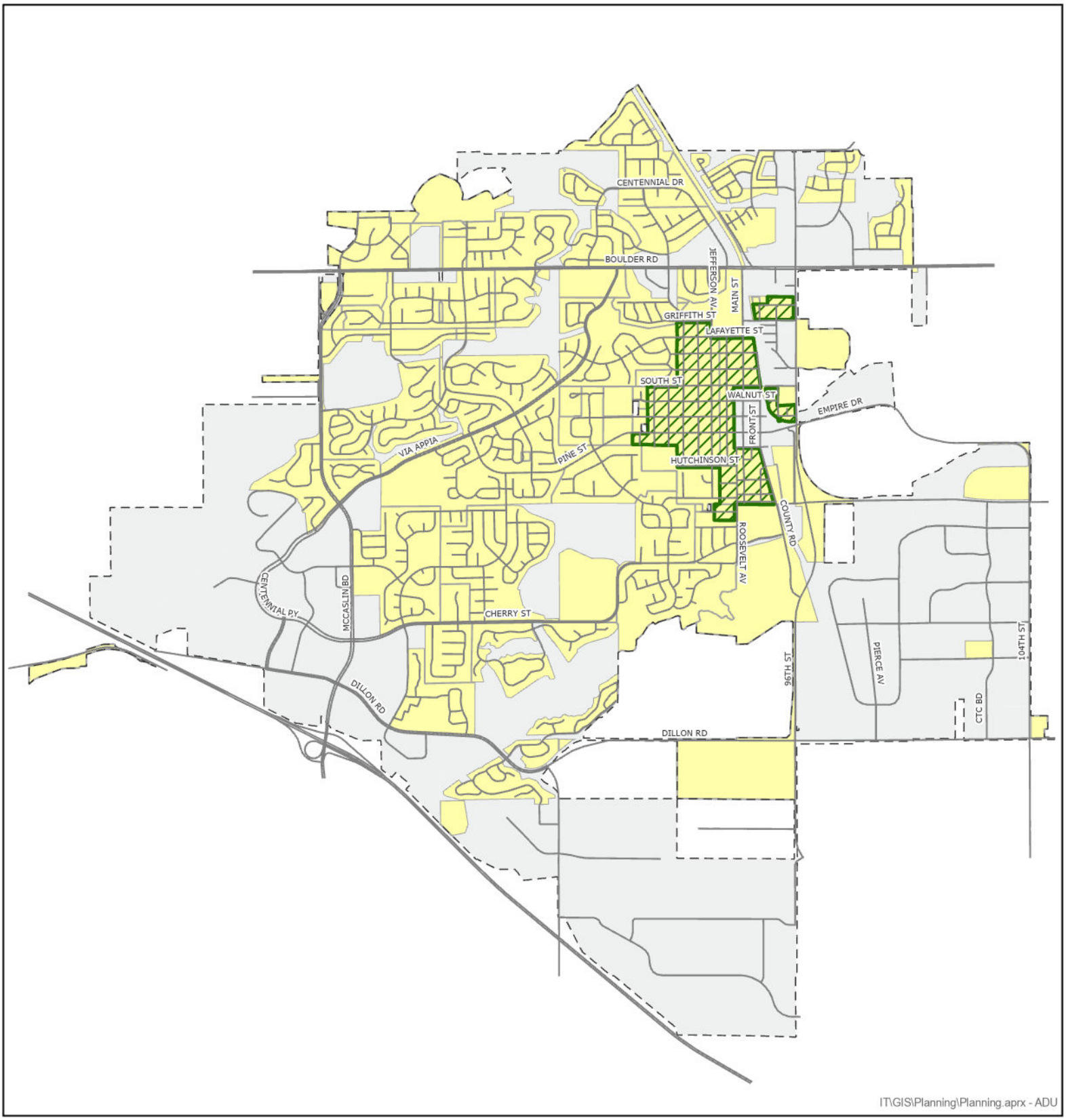
***NOTE**: These provisions are inconsistent with HB24-1152 unless the community applies the same standards to other accessory structures and modifications or additions of stairs or access points to existing Single-Unit Detached Dwellings for purposes other than the creation of an ADU.*

Section 5: List of Subject Jurisdictions

These are the Subject Jurisdictions per the applicability criteria listed in C.R.S. 29-35-102(21) and described on Page 2 of this document.

1. Arvada
2. Aurora
3. Bennett
4. Berthoud
5. Boulder
6. Brighton
7. Broomfield
8. Castle Pines
9. Castle Rock
10. Centennial
11. Cherry Hills Village
12. Colorado Springs
13. Columbine Valley
14. Commerce City
15. Dacono
16. Denver
17. Eaton
18. Edgewater
19. Englewood
20. Erie
21. Evans
22. Federal Heights
23. Firestone
24. Fort Collins
25. Fort Lupton
26. Fountain
27. Frederick
28. Fruita
29. Glendale
30. Golden
31. Grand Junction
32. Greeley
33. Greenwood Village
34. Hudson
35. Johnstown
36. Kersey
37. Lafayette
38. Lakewood
39. La Salle
40. Littleton
41. Lochbuie
42. Lone Tree
43. Longmont
44. Louisville
45. Loveland
46. Lyons
47. Manitou Springs
48. Mead
49. Milliken
50. Monument
51. Nederland
52. Northglenn
53. Palisade
54. Palmer Lake
55. Parker
56. Platteville
57. Pueblo
58. Severance
59. Sheridan
60. Superior
61. Thornton
62. Timnath
63. Westminster
64. Wheat Ridge
65. Windsor
66. Woodland Park
67. Highlands Ranch

City of Louisville - Single Family Zoning Districts



Zoning

- Single Family Zone Districts*
- Other Zoning Districts
- Old Town Overlay
- City of Louisville Boundary

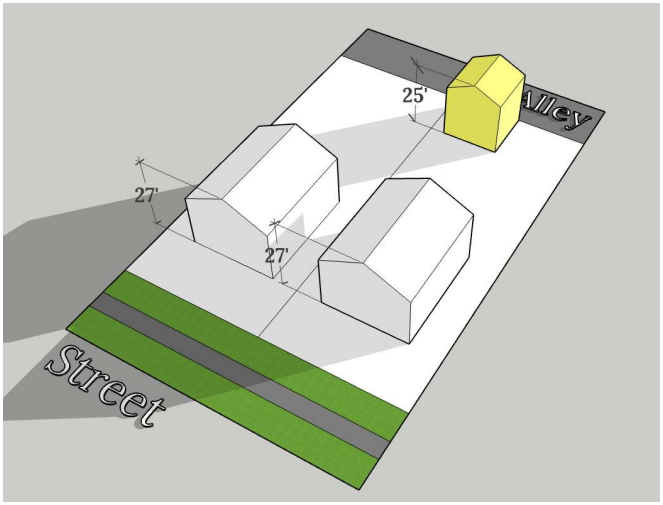
0 0.25 0.5 1
Miles

N

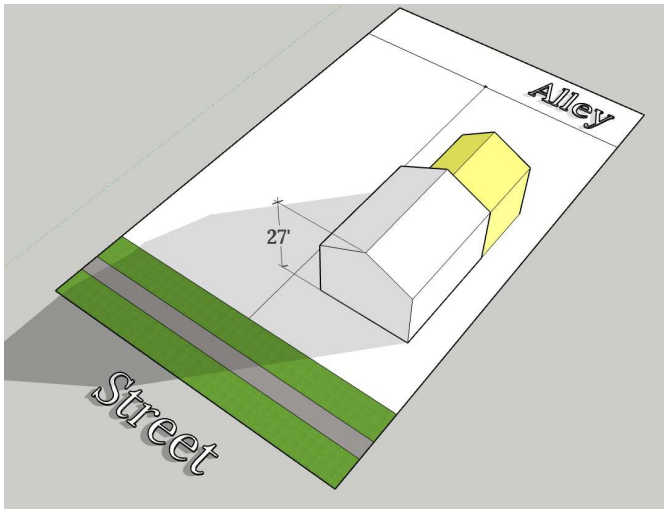
* Includes: A, R-RR, SF-R, SF-E, RR, RE, RL, SF-LD, SF-MD, RM, and P-R.

Proposed ADU Ordinance Illustrations

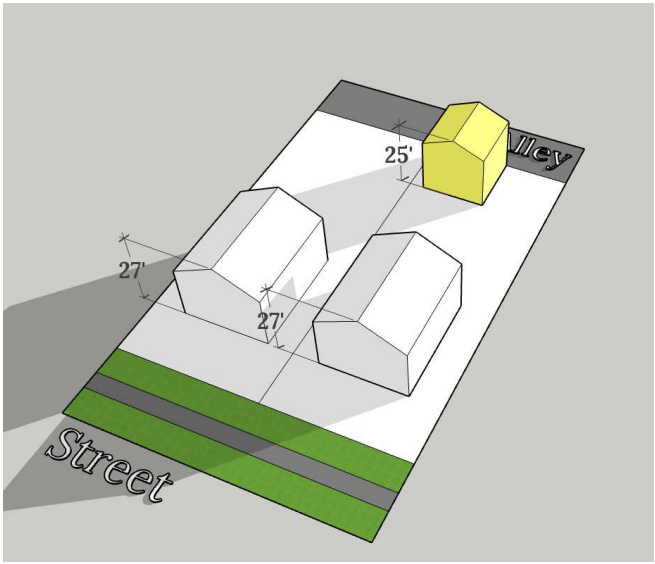
Old Town Louisville Typical Lots



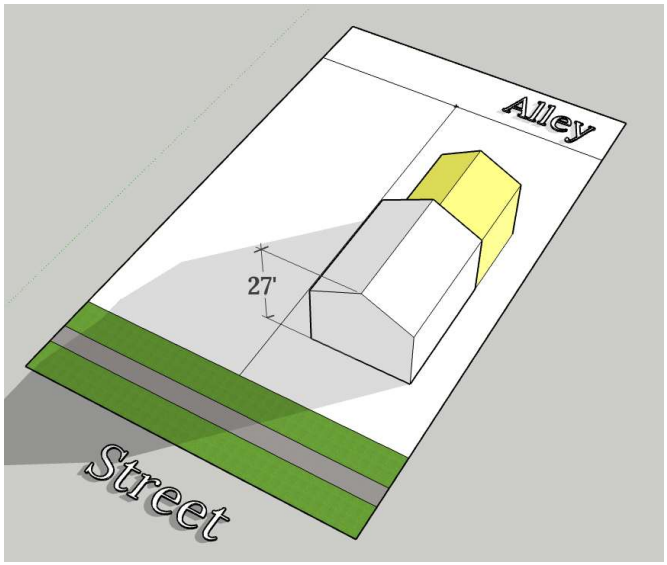
Detached ADU, 800 Square Foot, 25 Foot Height



Attached ADU, 1,000 Square Feet



Detached ADU, 1,000 Square Foot, 25 Foot Height

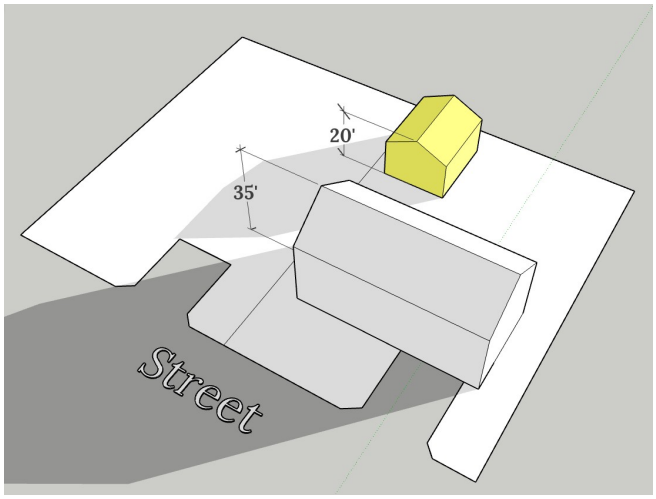


Attached ADU, 1,200 Square Feet

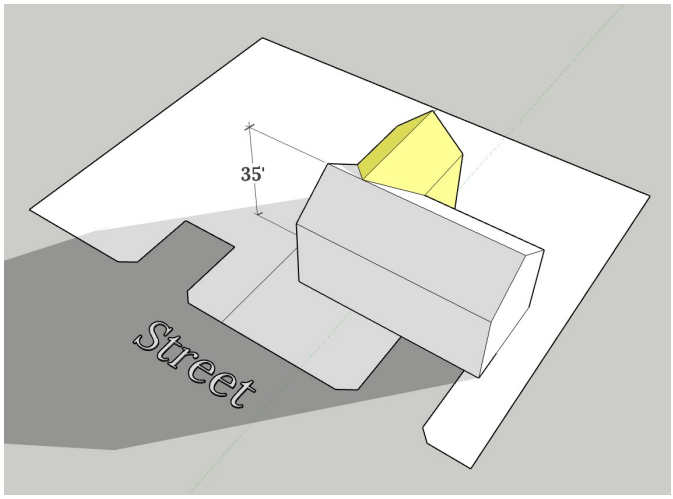
- *Dimensions are approximate and illustrative only for ADUs.*
- *Dimensions for primary unit reflect typical size of such units but are approximate and illustrative only.*
- *Shadows reflect conditions at noon on December 21.*
- *ADU images depicted complies with all Old Town development standards in the R-M (Residential Medium Density) zone district for accessory buildings, including the requirement for a sloped roof, and the development standards for the R-L (Residential Low Density) zone district for accessory buildings.*

Proposed ADU Ordinance Illustrations

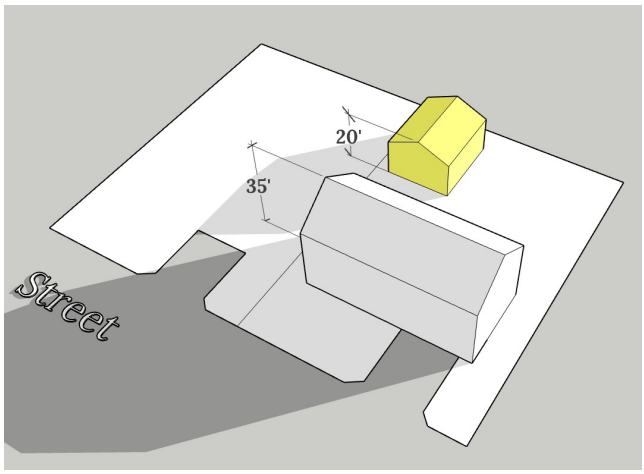
Typical Low Density Louisville Lot



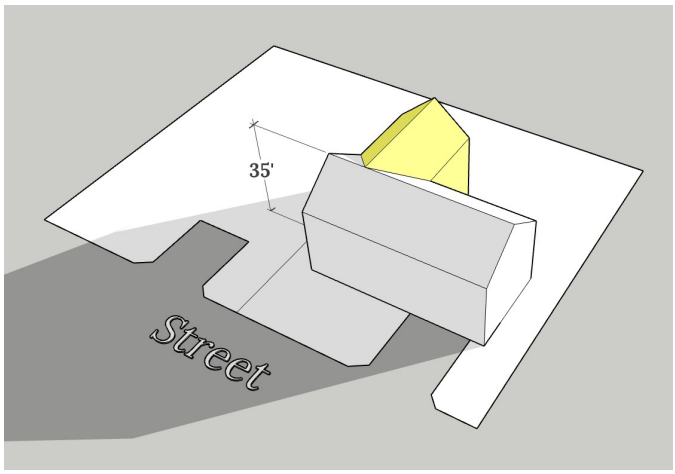
Detached ADU, 800 Square Foot, 20 Foot Height



Attached ADU, 1,000 Square Feet



Detached ADU, 1,000 Square Foot, 20 Foot Height



Attached ADU, 1,200 Square Feet

- *Dimensions are approximate and illustrative only for ADUs.*
- *Dimensions for primary unit reflect typical size of such units but are approximate and illustrative only.*
- *Shadows reflect conditions at noon on December 21.*
- *ADU images depicted complies with all Old Town development standards in the R-M (Residential Medium Density) zone district for accessory buildings, including the requirement for a sloped roof, and the development standards for the R-L (Residential Low Density) zone district for accessory buildings.*

City of Louisville
COLORADO • SINCE 1878

Planning Commission
Meeting Minutes
February 13, 2025
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chair **Brauneis** called the meeting to order at 6:30 PM.

Roll Call was taken, and the following members were present:

Commission Members Present:	Steve Brauneis, Chair Debra Baskett, Vice Chair Cullen Choi, Secretary David Bangs Jennifer Hunt Jonathan Mihaly Jeff Moline
Staff Members Present:	Rob Zuccaro, Director of Community Development Jeff Hirt, Planning Manager Ben Jackson, Planning Clerk

APPROVAL OF AGENDA

Motion to approve the agenda was moved by **Baskett**, seconded by **Moline**, and adopted by voice vote.

APPROVAL OF MINUTES

Motion to approve the minutes for the October 2024 meeting was moved by **Choi**, seconded by **Moline**, and adopted by voice vote.

Motion to approve the minutes for the November 2024 meeting was moved by **Choi**, seconded by **Moline**, and adopted by voice vote.

Motion to approve the minutes for the December 2024 meeting was moved by **Choi**, seconded by **Mihaly**, and adopted by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Justin Deister, resident, said that he had an issue with the LGBTQIA+ pride flag being flown in City Hall.

PUBLIC HEARING ITEMS – NEW BUSINESS

a. Zoning Code Amendment – Definition of Family: Consideration of Resolution 1 to address the definition of a family in Louisville Municipal Code Title 17 (Zoning) to comply with Colorado House Bill 24-1007.

Staff Presentation:
Hirt introduced the presentation for the zoning code amendment. He noted that the City needed to alter the definition of family in order to be in compliance with a new state law. He added that this was also a recommendation in the City's Housing Plan.

Staff Recommendation:
Staff recommended approval of Resolution 1, Series 2025.

Commissioner Questions of Staff:
Choi asked to clarify whether the terms "single housekeeping unit" and "single unit" had the same meaning in the proposed definition.
Hirt said that he was not sure and suggested that it could potentially be adjusted with a condition.
Choi said he was happy to leave it if staff was ok with the proposed language.

Public Comment:
None were heard.

Staff closing statement:
None was heard.

Commissioner Discussion:
Mihaly said that this was a straightforward change, and that he was in support.
Baskett said she was in support.
Moline said that he was in support.
Choi said that he was in support.
Brauneis said that he was also in support.

Motion to adopt Resolution 1, Series 2025 was moved by **Baskett** and seconded by **Hunt**. The motion was adopted by a vote of 7 to 0.

b. Zoning Code Amendment – Accessory Dwelling Units: Consideration of Resolution 2 to amend Louisville Municipal Code Title 17 to address accessory dwelling units to comply with Colorado House Bill 24-1152.

Staff Presentation:
Hirt introduced the presentation for the zoning code amendment. He explained what ADUs were, what the current rules were for them, and what changes were being proposed. He noted that short term rentals would remain prohibited in the City, and that ADUs could not be used as short term rentals. He added that the deadline for compliance from the state was June 30, 2025.

Staff Recommendation:
Staff recommended approval of Resolution 2, Series 2025.

Commissioner Questions of Staff:
Baskett asked about utility connections for ADUs, and whether ADUs could be added to a duplex.
Hirt said that the proposed ordinance was silent on utility connection fees. He noted that staff recognizes that tap fees are very expensive, and that they are looking at ways to lower those costs.
Brauneis asked whether there were any requirements for an ADU to be separately metered.
Hirt said no, not under the proposed ordinance.
Choi asked about utility taps, and whether ADUs would require a secondary address.
Hirt said any separate unit should have a separate address for emergency access purposes, at minimum.
Zuccaro said that the direction the City was going was to not have separate physical tap, but that the property owner would still incur a fee.
Brauneis asked why a property owner would still incur a water tap fee.
Zuccaro said that this would enable an equitable share of the costs of water infrastructure for new residents.
Hunt asked to make sure they were not planning on requiring separate utilities for ADUs, and that they would be on the utilities of the primary dwelling.
Hirt said that they were intending on having shared utilities with the proposed ordinance.

There was a further discussion about the utility connections for new ADUs, with the discussion focused on how ADU owners would have the choice as to whether they would share a utility connection, but they would have a separate address, and there would be a tap fee applied to the ADU regardless.

Choi asked about the anticipated number of ADUs staff expected to be built per year.

Hirt said that their guess was around 10 newly built units per year from the best regional data available based on a study of the number of ADUs per single family units, but that this was not likely to be an accurate projection.
Hirt addressed Baskett's earlier question about duplexes, and said that ADUs would only be allowed on lots with single family units, and not duplexes, under the proposed ordinance.
Zuccaro said that the state law only applied to single family units, but noted that the Commission could recommend staff expand it to cover other housing types like duplexes and triplexes.
Hunt asked for the reasoning on this.
Zuccaro suggested that it would be a community character question, and that they might not want to add more density to areas that were already denser.
Brauneis asked about an earlier proposed PUD that included garden level ADUs, and asked whether the proposed ordinance would allow for this.
Zuccaro said no, but that the Commission could recommend that this be covered by the ordinance.
Moline asked about staff's reasoning for the minimum size requirement for ADUs.
Hirt said that there was no minimum square footage. He said that the state required them to allow at least a minimum of 500 square feet, but that staff are not proposing a minimum in the ordinance.
Mihaly asked whether there would be any occupancy limits for ADUs.
Hirt said no in the zoning code, because they were unable to do so under state law.
Zuccaro said that the building code would set a minimum space per person.
Bangs asked whether there would be an owner occupancy requirement.
Hirt said the City couldn't do that under state law. He added that the City could require the owner occupy the main residence at the time the permit is issued for the ADU, but they could not require anything beyond that.
Bangs asked to confirm that a current rental property could have an additional rental ADU added.
Hirt said yes.
Brauneis asked about the difference between an addition and an ADU.
Hirt said that it would largely depend on how the space was used and noted that an attached ADU could come in and out of being defined as an ADU over time.
Choi asked about the difference in impact fees for an addition versus the impact fees for an ADU.
Zuccaro said that the impact fees were based on the square footage of the property, and that the expectation was that those would apply to whole property.
Hunt asked whether these would apply differently to an ADU than to a building addition.
Zuccaro said that it would not make a difference whether it was for an addition or for an ADU.
Mihaly asked what would make something an ADU.

Zuccaro said that an ADU would be a completely self-contained living unit. He said that adding a second kitchen would not alone make something an ADU, but that it would instead be when it becomes an independent unit that could be rented out separately.
Choi asked whether the rules would allow future additions to ADUs.
Hirt said that they would if the additions remained compliant with the code.
Baskett asked about the requirements for parking spaces, and whether on-street parking availability would substitute for required off-street parking spaces.
Hirt confirmed this, and said that this limitation was part of the state law.

Motion to add the addendum to the record was moved by **Moline**, and adopted by voice vote.

Public Comment:
Justin Deister, resident, disagreed with the proposed increases in density, and said that he did not understand the purpose of the proposal. He was opposed to the proposed ordinance.

Matt Machado, resident, spoke about the fees for utilities and increased density of rentals. He noted that he already had an ADU on his property, and wondered whether there would be a variance policy that would allow him to come into compliance with the new ADU policy.

Mary Ann Heaney, resident, asked for consideration as to how new ADUs would be situated on yards in Old Town. She noted some issues she had with the proposed parking rules. She also said that she would support only allowing long term rentals for ADUs, and supported the rules prohibiting their use as short term rentals.

Mary Dittle, resident, said that she was considering converting a detached garage into an ADU, and asked that this be grandfathered in to the proposed ADU rules.

Gary Dunlap, resident, noted the difference between the square footage language used in the ordinance, and the lot coverage and floor area language used in the code. He noted that 800 square feet was small compared to other areas of the country. He was in support of the ordinance as it would allow for more affordable housing options.

Jennifer Errante, resident, said she agreed with Dittle's question about grandfathering of setback and square footage rules.

MJ Adams, resident, said that she was pleased to see that City was moving forward with proposal to allow for ADUs. She though that it would help improve affordability in the City,

and that it would help diversify the City's housing stock. She was in support of the proposal.

Michael Perkins, resident, asked about the proposed utility fees. He questioned whether there should be an additional tap fee if the total number of people using the utilities was not proposed to change.

Andy Johnson, resident, noted that the nature of this ADU ordinance is to comply with state law and supported the proposed ordinance. As an architect, he is consistently telling people they currently can't have an ADU and there is a need for such units in the community. He questioned whether the ADU ordinance is an appropriate place to address compliance with the inclusionary housing ordinance.

Staff closing statement:
Hirt clarified that existing units that meet features of an ADU under the proposed ordinance are proposed to have a grace period to come into compliance. Such grace period would address units that may not meet all the standards and include a life safety inspection of the unit so it can obtain legal nonconforming status.

Commissioner Discussion:
Mihaly asked about the existing parking requirements for primary units, and asked how that would impact ADUs.
Hirt said that this was to reflect the possibility of circumstances where on street parking was not available.

There was a discussion about when the City could require parking for an ADU, with clarification that it was only under a very narrow set of circumstances. Of note was that an ADU that eliminated the required parking spaces for the primary single family unit would not be allowed under the zoning code, using the example of proposing to convert a garage into an ADU.

Choi asked which building design standards, such as those related to energy efficiency, ADUs would be required to comply with.
Hirt said that they would have the same requirements as other residential units.
Zuccaro added that there could be some exceptions for production built homes or tiny homes.
Bangs asked about the difference between square footage and lot coverage.
Hirt said that lot coverage requirements superseded the square footage requirements.
Bangs asked for staff's opinion on allowing an additional 10% lot coverage for accessibility purposes.
Hirt said that they were open to it.

Baskett said that she would be in favor of adding this.
Moline asked why staff settled on the 800 and 1,000 square footages.
Hirt said that staff felt it was a reasonable amount and was one that had been used by other cities. An 800 square foot unit, for example, can adequately accommodate a two bedroom unit.
Mihaly asked to confirm whether the lot coverage and setback variance allowance for Marshall Fire rebuilds was 10%.
Zuccaro said yes.
Mihaly asked about the maximum expected occupancy for an 800 square foot and a 1,000 square foot residential unit.
Zuccaro said that it would depend on the number of bedrooms.
Mihaly asked about how much available capacity was in the City's water system, and how many additional units it could currently support.
Zuccaro said he was not sure of the exact capacity, but noted that the City's utilities team had planned for growth in the City and there is additional capacity.
Bangs asked whether staff thought the inclusionary housing ordinance should be applied to ADUs.
Zuccaro said that one aspect of the ordinance was to have the affordable units be of a similar nature to the base units, which would not be the case with an ADU. He added that staff were preparing an update to the inclusionary housing ordinance.

There was an extended discussion about the potential water tap fees for new ADU units, and the degree to which they should be applied. Staff noted that this was not directly within the purview of the Commission but said that the Commission could still make a recommendation to Council. The consensus among the Commission was that reducing the fees or finding some alternative merited some consideration.

There was also further discussion about allowing additional ADU square footage for accessible units for those with disabilities. **Zuccaro** noted that a 10% variance was already allowed through administrative review under the zoning code with reference to the Fair Housing Act, but that the Commission could opt to make it automatic with ADUs. There was a consensus among Commissioners in support of including this as a condition for the ordinance.

There was discussion about the size limitations, and whether they were appropriate to keep. Some Commissioners agreed that it was important to keep the 49% size restriction so that the ADUs remained secondary in size to the primary unit, and that the ordinance was not intended to broadly allow the construction of duplexes.

Choi and **Bangs** dissented and said that they would prefer that the ADU simply be required to be smaller than the primary residence.

Motion to approve Resolution 2, Series 2025 with the proposed condition that accessible ADUs be allowed the same proposed size increases as landmarked ADUs or ADUs that are classified as affordable, with the additional allowance for accessible ADUs of a 20% lot coverage increase for detached ADUs and a 25% increase for attached ADUs was moved by **Choi** and seconded by **Hunt**. The motion was adopted by a vote of 7 to 0.

PLANNING COMMISSION COMMENTS

None were heard.

STAFF COMMENTS

None were heard.

ADJOURNMENT

Motion to adjourn was moved by **Baskett**, seconded by **Hunt**, and adopted by voice vote. The Commission adjourned at 8:59pm.

Jeff Hirt

From: Celeste Niehaus <cmniehaus1180@gmail.com>
Sent: Tuesday, February 11, 2025 11:26 AM
To: Planning
Subject: ADU's

Hello,
I am writing to encourage you to **reduce** the minimum square footage for an ADU as you consider changes to building codes. Tiny homes and small units can be quite adequate for individuals to live in. A dwelling of 200-250 square feet would allow for more ADU's to be built and possibly more affordable homes to be on the market.

Thank you for your consideration.

Celeste Niehaus
920 Rex Street
Louisville, CO 80027

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Jeff Hirt

From: Kathryn P Hamerly <kathrynphamerly@gmail.com>
Sent: Saturday, February 8, 2025 7:55 AM
To: MICHAEL HAMERLY
Cc: Planning
Subject: Re: Questions and Concerns for the Feb 23 Planning Meeting

Categories: Jeff Reviewing

Resending

On Sat, Feb 8, 2025 at 7:50 AM MICHAEL HAMERLY <mike.hamerly@outlook.com> wrote:

> Hello,
>
> Thank you for having the meeting to discuss the upcoming ordinance allowing ADUs in Louisville. I have some questions and concerns...
>
> -I have learned that the City Water Department seeks to require tap fees to the city water and sewer lines. This would add a very burdensome cost to ADU development. I think it is sensible to allow and ADU to tap into the home's existing water and sewer line.
> -What is the state grant funding mentioned in the proposed ordinance amendment?
> -Is there a minimum square footage for an ADU? We are planning for a 450 sq foot ADU on our property.
>
> Thank you,
> Michael Hamerly
> Harding Ct

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Jeff Hirt

From: Peter Stewart <peter@stewart-architecture.com>
Sent: Tuesday, February 11, 2025 1:02 PM
To: Planning
Cc: Jeff Hirt; City Council
Subject: ADU comments

Planning Commission members,

As a longtime resident and design professional working in Louisville, I am supportive of the draft ordinance. Numerous clients of mine over the past years, so many I have lost count, have been interested in ADUs and were sorely disappointed to learn that Louisville prohibited them. This proposed ordinance is welcome news.

Louisville prides itself as being a leader in energy efficient and sustainable new development, yet has lagged far behind our peer communities in allowing ADUs, which provide very efficient housing options. This is one example how our current development code is in need of improvements to meet our stated goals.

Comments on the draft ADU ordinance:

1. Utilities: It should be explicitly clear in the code that ADU's share water and sewer utilities with the principal residence. Elsewhere in the code it states that each dwelling unit and each separate building have its own water and sewer tap. There is also the issue of tap fees or meter size upsizing fees. If the city imposed such fees, which are substantial, it will make ADUs unaffordable, defeating a primary purpose of ADUs.

2. Maximum number: This should be changed to 1 ADU for each legal principal dwelling on a property. For example, each unit of a legal duplex should be allowed to have an ADU in their basement.

Thank you for considering my comments. I look forward to passage of this overdue ordinance.

Peter Stewart

stewart
ARCHITECTURE
1132 Jefferson Ave. Louisville, CO. 80027
tel: 303.665.6668
peter@stewart-architecture.com

Jeff Hirt

From: Laura Page <lpage53@gmail.com>
Sent: Tuesday, February 11, 2025 10:31 AM
To: Planning
Cc: City Council
Subject: ADUs
Attachments: ADU_Tiny home designs.pdf

Dear Members of the Planning Commission,

You are now considering changes to our Codes to conform to the State's new regulations regarding ADU's. Although the State prohibits the City from creating rules that are *more* restrictive than those passed by the Legislature, *greater* leniency IS allowed. I encourage you to consider reducing the minimum square footage for an ADU from 500 sq ft to 200, or maybe 250 sq sq ft., calculated according to the IRC (International Residential Code) which measures the interior liveable space. The 2018 IRC has specific standards for "tiny homes" under 400 sq ft. on foundations - see https://codes.iccsafe.org/content/IRC2018/appendix-q-tiny-houses.

Many of you may not be able to comprehend how someone could live in such a small space but people across the world, and historically in the US, have managed this. Consider that a space of just under 290 sq ft can yield an 8' x 9' bedroom with separate closet, a full-size bathroom with a 4' wide walk-in shower, and a 10'x16' living room with a kitchenette. I have attached photos of examples of structures between 200 and 225 sq ft.

Smaller ADUs would better fit within an existing home or on smaller lots and be more affordable to develop. The lot coverage would be less which might be more acceptable to adjacent property owners. In addition, smaller units will reduce utility costs for the ADU resident. Ultimately, decreasing the minimum square footage for an ADU could increase the number of ADU's built throughout the City, which I understand is the goal..

Especially with the desire to increase housing for elders, many of whom are comfortable in smaller spaces - including myself - I ask that you reduce the minimum size for an ADU from 500 sq ft to 200.

Thank you for your consideration.

Laura Page
920 Rex St

==CAUTION: EXTERNAL EMAIL==

Jeff Hirt

From: cindy Bedell <cyndilarson@yahoo.com>
Sent: Monday, February 10, 2025 11:59 AM
To: Planning; Jeff Hirt; Rob Zuccaro
Subject: ADU Item 6b Feb 13 2025 Planning Commission Meeting

Dear Planning Commissioners,

Re Ordinance amending Title 17 to
allow Accessory Dwelling Units in accordance with Colorado
House Bill 24-1152.

1.) The Louisville Municipal Code (LMC) currently does not alllow
short term rentals anywhere. However, it seems very likely that
some of these ADU's will become VRBO's or AirBnB type rentals.
This would be contrary to the intention of House Bill 24-1152 to
create more housing for local residents.

I believe the ordinance should explicitly state the prohibition
of ADU's being used for short term vacation rental properties,
and include measures for enforcement. How is short term
rental defined? Does it need to be more specific?

2.) The city can regulate the height of ADU's under House Bill 24-1152.
The ordinance should limit the height of ADU's in old town overlay
district to 20', (not 25') to be consistent and maintain the character of old town Louisville.

Thank you for considering this input.

Cindy Bedell
Ward 2
Louisville

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Jeff Hirt

From: Val Foster <vfoster234@comcast.net>
Sent: Friday, February 7, 2025 8:26 PM
To: Jeff Hirt
Subject: Louisville ADUs

Follow Up Flag: Follow up
Flag Status: Flagged

Hi!
Please do everything in your power to allow ADUs in Louisville with safe, but also the least amount of restrictions possible.

Everyone's college kids are rebounding back home and an ADU will be a great solution for many Louisville families.

thank you for all you do!

The Fosters
234 Jackson Circle
303.304.7905

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Jeff Hirt

From: Andy Johnson <andy@dajdesign.com>
Sent: Wednesday, February 12, 2025 8:23 AM
To: Planning
Cc: Jeff Hirt; Rob Zuccaro
Subject: Accessory Dwelling Units - Comments & Feedback

Dear Planning Commission Members,

As a long time resident and Colorado licensed architect working in Louisville, I fully support the ordinance to allow ADU's in single-family zoning districts. I have worked with clients over the past 25 years wanting to design a home that included an ADU in order to support the care of an aging parent, a child who needed to come back home, or to create passive income as they think about aging in place. It has left clients feeling frustrated that they could not fulfill one of the basic goals of their house project in Louisville when they would be able to do so just about anywhere else in our area.

Currently, Louisville is the only City or Town in Boulder County and one of the only along the Front Range that does not allow ADU's in some capacity. The State made an important decision to allow ADU's in communities across the State in order to help find a solution to our need for affordable housing, and helped provide an answer to our enormous amount of out-dated single-family land use practices.

The State did much of the heavy lifting to set the stage for the proposed code, and the ordinance follows it diligently. Overall, the proposed ordinance is appropriate and well written to support Louisville's compliance with Colorado House Bill 24-1152. There are issues that need to be addressed to help strengthen the ordinance in general and to be compatible with Louisville-specific goals. Below are suggested modifications to help the ordinance be more successful.

- Remove the section about ADU's not contributing to the 12% IHO. The ADU ordinance is the not the place to create rules about affordable housing, nor is it the place to debate what qualifies for the 12% IHO. Move this topic to the IHO amendments. Further, I disagree with the assessment from staff that developments complying with the IHO must do so with like-for-like affordable units compared to the market rate units within the same development. That policy position does not allow for unique and creative opportunities to provide affordable housing, for example for-sale and for-rent housing together in one development.

- Allow for detached and attached ADU's for duplexes, and allow for attached ADU's in buildings that are 3 or more single-family, multi-level attached units.

- Prevent any policy decisions that mandate discrete water and sewer lines and tap fees be required for the development of an ADU. The intent of an ADU is to be accessory to the primary structure and limited by size in the proposed ordinance. Both detached and attached ADU water and sewer lines should be allowed to be run to and from the primary structure, and ADU's should only subject to the water fixture count form to determine usage at the subject property. A full water/sewer tap assessment for a ADU will be cost prohibitive for the construction or conversation of a space into an ADU, and could be considered in violation with the State bill.

- Eliminate the lot area per dwelling unit rule for all ADU's in applicable zoning districts.

- Incentivize ADU development dedicated to affordable housing by increasing size (as already described in the ordinance), tap fee reduction, and lot coverage increases.

- Incentivize single-level and accessible ADU development by allowing a 10% increase in lot coverage requirements. A single-level ADU (not necessarily fully accessible) creates a living space for those who have issues with stairs or need easier access to their home. An accessible unit, typically single-level in design, would provide a much needed housing type for those with a physical challenge. Single-level units do not have the benefit of stacking over another ground floor level saving building footprint and therefore require additional lot coverage.

Louisville has lagged behind in making important updates to its zoning code over the past number of decades, especially when compared to its neighboring communities. While ADU's in Louisville have been discussed for a number recent years, little action has taken place to move us to a meaningful ADU ordinance. The ordinance being presented only brings us into compliance with the new State law, and it is not a progressive or proactive ordinance to assist in our need for housing.

While this ordinance is a great start, and I would like to thank staff for their work on the ordinance draft and for their effort to set Louisville up as an ADU Supportive Jurisdiction. More can be done and it will require your leadership. As this new State regulated ordinance is discussed at Planning Commission and City Council, please keep in mind that much of the suggestions above have already been incorporated into our neighboring communities' ADU rules, and are not novel to the ADU discussion. Please consider the suggestions listed above to be included with the ordinance as you make your recommendation of approval to City Council. Thank you!

Andy

ANDY JOHNSON, AIA
w: dajdesign.com
o: 303.527.1100
m: 303.249.1624
***v*Card**

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Date: April 9, 2025

From: Eric Ellis, Conscious Design
Erik Hartronft, Hartronft and Associates
Andy Johnson, DAJ Design
Peter Stewart, Stewart Architecture

RE: Proposed Accessory Dwelling Unit Ordinance

Mayor and City Council members,

This letter represents a consensus opinion and recommendation regarding the proposed ADU ordinance. We are a group of independent Colorado licensed architects that live and work in Louisville. We use Louisville's zoning and building codes daily as well as using the ADU regulations of our neighboring towns and cities. We are encouraged Louisville is finally updating our code to allow ADUs as many of our peer jurisdictions have previously achieved.

The purpose of our analysis is to provide City Council with measures that will strengthen and improve the ordinance to be more meaningful, user friendly, and to succeed in reaching the desired goals of the City. We would be happy to meet with staff to further discuss our recommendations.

ADUs & Louisville's Housing Goals

The aspirational standards that are described as a preface to the state law encourage municipalities to take a step further beyond what the law mandates to meet our community's housing goals. The research (Attachment B) emphasizes the proven positive impact of enacting meaningful municipal code changes related to Accessory Dwelling Units to reach our desired goals. We believe additional changes to the proposed Louisville Municipal Code are critical to respond to HB 25-1152 and our Louisville's housing goals.

The following is a summary of our recommendations to make the ADU ordinance successful in Louisville:

1. Maximum Number: A maximum of one accessory dwelling unit shall be permitted as accessory to a principal single-family dwelling including attached single-family dwellings.

2. All single-family zoned properties in Louisville must be allowed to support a minimum 500sf ADU increase regardless of available floor area ratio (FAR) and lot coverage.

   A survey of non-Planned Community Residential properties was conducted by the team in various areas throughout Louisville, including Old Town, Sundance, Dutch Creek, Centennial, Centennial Heights, Saratoga, Heritage, Mesa Point, and Meadows at Coal Creek. Available lot coverage for properties in the above subdivisions typically range between 135sf to 791sf and an estimated average of around 350sf. A few outlier properties had less than 100sf or remaining FAR and in some cases greater than 800sf of remaining FAR in order to build an ADU. In order for the ADU ordinance to have a meaningful impact, the lot coverage requirements need to be

eliminated or significantly modified to allow for a minimum-sized one-bedroom ADU. 500sf is a modest sized space/building that can accommodate an open living area, separate bedroom, and separate bathroom. Since a two-story ADU structure requires a smaller footprint to achieve a reasonably sized ADU, a 400sf minimum allowable lot coverage should be afforded.

3. Allow attached ADUs to be constructed within attached single family homes.

   Attached, single-family townhouse units have the ability to incorporate an attached lower, garden-level ADU and would have minimal impact on a development's form and bulk standards. Attached single family dwellings should be allowed to incorporate either attached or detached ADU's

4. Allow sizes up to 1,000 sf for accessible ADUs, and provide FAR and lot coverage density bonus for single-level, accessible ADU's. The minimum ADU size allowed for all single-family properties would still apply. Accessible units would be constructed to Type C (visitable) Unit Standards, per ANSI A117.1

5. Remove requirements for additional and discrete water and sewer taps and associated fees. Allow the water fixture count form to provide standards for water line size (i.e. fixture count of more than 30 requires an increase in the tap fee assessed for the project). Provide a flat tap fee assessment of $4,000 for total water fixture counts that exceed a score of 30 due to the addition of an ADU, or implement an incremental fee such as $500 per fixture (fixture not fixture unit) for a max fee of $4,000. Example: 1 full bath = $500 x 3 fixtures = $1,500

   The number of fixture counts for the aggregate of the primary unit and ADU should dictate the requirements for additional water and sewer tap fee assessments. There should be no specific water fixture count threshold to assess a tap fee for an ADU (currently a score of 5 for detached ADU-like buildings require a separate tap fee assessment). Currently when a water fixture count exceeds 30, the jump from a ¾" tap fee to a 1" tap fee is in excess of $45,000 based the costs listed on Louisville's tap fee form, and the increase in water usage is not equal to the assumed demand in the case of an ADU. A fixture count greater than 30, should only be charged a nominal tap fee for the assumed additional usage rather than a full jump from a ¾" tap fee to a 1" tap fee. The intent is to encourage more ADUs not disincentivize with unnecessarily high tap fees. A high tap fee may be considered in violation of the state law.

6. Allow an increased maximum height of 25' for ADU's in all zoning districts where ADU's are allowed.

   Allowing a 25' max height limit is lower than the max building height limit in all residential zoning districts, including the Old Town Overlay. In some cases, a smaller footprint may yield a two-story ADU structure necessitating a higher maximum building height than the current 20' standard, as recommended in the ordinance. A 20' max building height limit for an ADU creates a difficult and limiting scenario to design and build an ADU on or with a second level and allow for reasonable ceiling height configurations.

7. Accessory Dwelling Units are inherently more affordable than their single-family detached or attached home counterpart. Discussions and subsequent code language about an ADU contributing to the requirements of Louisville's Inclusionary Housing Ordinance (IHO) should be discussed in the context of the IHO, and not within the ADU ordinance.

8. Placement on lots:
   a. Allow ADU's to be placed either in front of or behind a principal structure. This allows for creative flexibility, and supports Louisville's historic preservation goals.
   b. Allow ADU's to have covered front porches that extend into setbacks the same as the principle residential structure. There are opportunities when ADUs can be built on corner lots and the ADU will face a side street. In this instance, an ADU could be encouraged to be closer and engage the street with a front porch that is built into the setback.

Tap Fees

As referenced above, any significant tap fee will create, what we believe is an unnecessary barrier to ADU's. In addition to the fee discussion another section of our code will require amendment to coordinate with the ADU zoning changes

Sec. 13.08.030. - Separate connection required. (Recommended amendment in red)

Two or more premises may not be supplied from one and the same connection unless the structures on the premises are served in such a manner on the effective date of the ordinance codified in this chapter. In the addition of a building or structure which adds a complete living unit in the case of a multifamily residence, or which adds a pad or pads to a mobile home court, or which adds rooms or apartments to an apartment house in the event such rooms are served by plumbing fixtures, or any addition not listed in this section which adds more than five points as computed by Table A under section 13.12.030, such addition shall require the payment of an extension charge to be computed according to the method of computing tap fees as outlined in chapter 13.12. This section shall apply to extensions to all existing water services as well as to future services.

Exemption: Accessory Dwelling Units

Attachments

A- ADU Ordinance Recommendations Mark-ups
B- ADU Housing Research

Draft Ordinance- Recommended revisions:

Sec. 17.08.011. – Accessory dwelling unit

Accessory dwelling unit means an internal, attached, or detached dwelling unit that is subordinate in size and purpose to the principal dwelling unit; is serviced through the same utility meters or connections as the principal use,; provides complete independent living facilities for one or more individuals; is located on the same lot as a proposed or existing primary residence; and includes facilities for living, sleeping, eating, cooking, and sanitation.

Sec. 17.08.012. – Accessory dwelling unit, detached

An accessory dwelling unit that is located within an accessory structure on the same lot as the primary dwelling unit.

Sec. 17.08.012. – Accessory dwelling unit, attached

An accessory dwelling unit that is a distinctly separate unit from the principal dwelling unit but is physically attached to or is integrated within the same structure as the principal dwelling unit, including a basement, addition, floor, or portion of a floor.

Section 2. Louisville Municipal Code Chapter 17.12 – District regulations, is hereby amended as follows:

Sec. 17.12.030 – Use groups.

Use Groups		Districts																	
		A	A-O	B-O	A-OT	R-RR	SF-R	SF-E	R-RR-E R-L	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	PCZD	MU-R	OS
* * *																			
4.	Single-family dwellings	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			
42a	Accessory dwelling unit	Yes	No	No		Yes	Yes	Yes	Yes	Yes	Yes	Yes	R	No	No	No			

Section 3. Louisville Municipal Code Chapter 17.12 – District regulations, is hereby amended as follows:

Sec. 17.12.030 – Yard and bulk requirements.

		Zoning Districts and Requirements																	
	Yard and Bulk Item	**A**	**A-O**	**B-O**	**R-RR**	**SF-R**	**SF-E**	**R-R**	**R-E**	**R-L**	**SF-LD**	**SF-MD**	**SF-HD**	**R-M**	**R-H**	**C-N**	**C-C**	**C-B**	**I**
3.	Minimum lot area per dwelling unit (sq. ft.) [12]	5 acres	—	1,750	20,000 [8]	1 acre [8]	1 acre	20,000	12,000	7,000	21,780	12,000	7,000	3,500	2,500	1,750	1,750	1,750	—
9.	Maximum height principal uses (ft.)	27	25	40	27	27	27	35	35	35	27	27	27	35	50				
	Accessory use (ft.) [12]	45	20	20	25	27	27	25	20	20	16	16	16	20	20	20	20	20	25

FOOTNOTES

12. See Sec. 17.16.030 for accessory dwelling unit supplemental regulations.

Section 4. Louisville Municipal Code Chapter 17.16 – General Regulations, is hereby amended to include the following new section.

Sec. 17.16.030. – Accessory dwelling units.

Accessory dwelling units shall comply with the following regulations:

A. *Maximum Number*: a maximum of one accessory dwelling unit shall be permitted ~~per property~~ as accessory to a principal single family attached or detached dwelling.

B. *Accessory Dwelling Unit Development Standards*:

1. Detached accessory dwelling units shall comply with all applicable development standards for accessory structures and uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, Sec. 17.16.030 – Accessory Uses, and yard and bulk requirements for accessory uses in the Old Town overlay district set forth in Sec. 17.12.050 except as provided in this subsection B below.
2. Attached accessory dwelling units shall comply with all development standards for principal uses set forth in Sec. 17.12.040 – Yard and Bulk Requirements, and yard and bulk requirements for principal uses in the Old Town overlay district set forth in Sec. 17.12.050 except as provided in this subsection B below and D
3. *Maximum Size*:
   a. Accessory dwelling units cannot exceed ~~49% of~~ the square footage of the primary unit.
   b. Detached accessory dwelling units cannot exceed 800 square feet in size.
   c. Attached accessory dwelling units cannot exceed 1,000 square feet in size.
   d. Garage areas shall not be included as part of the square footage calculation of an accessory dwelling unit.
4. *Maximum Height*:
   a. The maximum height of detached accessory dwelling units in the Agricultural zone district shall be ~~20~~ 25 feet.
   b. The maximum height of detached accessory dwelling units in the ~~Old Town overlay district~~ all zone districts shall be 25 feet.
5. *Setbacks*:
   a. The rear setback for an attached accessory dwelling unit shall be ten feet.
   ~~b. Detached accessory dwelling units must be located behind the front façade of the primary dwelling unit.~~
   c. Covered front porches may extend 6-feet into front and side street setbacks
6. *Minimum Lot Area per Dwelling Unit*: an accessory dwelling unit shall not be considered a dwelling unit for the purposes of the minimum lot area per dwelling unit requirement in Sec. 17.12.040, or any such standard set forth in an applicable

Planned Unit Development or General Development Plan.

C. *Parking*: one off street parking space shall be designated for the accessory dwelling unit only if on street parking is prohibited on the subject block and parking is not available on the subject lot.

D. *Incentives for ~~Certain~~ Accessory Dwelling Units:* All Accessory Dwelling Units shall be awarded a 500 SF increase in lot coverage and FAR.

Incentives for Certain Accessory Dwelling Units:

1. *Affordable Housing Incentives*
    a. Accessory dwelling units are not considered a dwelling unit for the purposes of satisfying inclusionary housing requirements set forth in Chapter 17.76.
    b. Accessory dwelling units that are restricted as affordable housing in accordance with Chapter 17.76.020 may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwellings, provided all other requirements in this Sec. 17.16.030 are met.
2. *Historic Preservation Incentives* – an accessory dwelling unit with any part of such unit that is a designated landmark in accordance with Chapter 15.36 may be up to 1,000 square feet in size for detached accessory dwelling units and up to 1,200 square feet in size for attached accessory dwellings, provided all other requirements in this Sec. 17.16.030 are met.

3. Accessible Units - an accessory dwelling unit that is single story and is an accessible (Type C unit) shall be awarded an additional 100 SF lot coverage and FAR increase.

E. *Accessory Dwelling Units in Planned Unit Developments and General Development Plans*

1. A maximum of one accessory dwelling unit shall be permitted ~~per property~~ as accessory to a permitted principal single family dwelling in all Planned Unit Developments and General Development Plans.
2. Attached single family: Accessory Dwelling Units can be built attached or detached as a part of attached single family development.
3. Accessory Dwelling Units do not contribute to required Floor Area Ratios.
2. No Planned Unit Development or General Development Plan may restrict the size of a permitted accessory dwelling unit to less than 750 square feet.
3. Any required amendment to a Planned Unit Development to allow an accessory dwelling in accordance with this Sec. 17.16.030 is considered a

minor change eligible for administrative approval under Sec. 17.28.210 – Amendments to final plan.

F. *Existing Primary Unit on Lot.* A single detached dwelling unit must exist as a primary dwelling unit on the lot or be constructed simultaneously with the accessory dwelling unit. A certificate of occupancy or completion for an accessory dwelling unit will only be issued after or coincident with issuance of the same for the primary dwelling unit. (Planning Director may grant exception with approved phasing plan.)

G. *Nonconforming Structures or Uses*

1. Owners of property containing structures or portions of structures that may fall within the definition of an accessory dwelling unit under this Title 17 but do not comply with any part of this Sec. 17.16.030 are hereby granted the right to apply to the City for nonconforming status with approval of the same ~~until December 31, 2026,~~ to be classified as a nonconforming use or structure under Sec. 17.08.340. ~~Following that date, and in the absence of City approval of an accessory dwelling unit under this section, unapproved or unpermitted accessory dwelling units shall be subject to enforcement as provided by law.~~
2. A building permit shall be required for any construction or modification of the accessory dwelling unit to bring the structure into compliance with applicable building codes, to the extent practical, as determined by the director of planning.
3. If a property contains more than one accessory dwelling unit, deemed lawful pursuant to subsections G.1. and G.2. above ~~by December 31, 2026~~, those accessory dwelling units shall be allowed to remain until voluntarily demolished or converted to other uses, consistent with Chapter 17.36 – Nonconforming uses.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 7. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

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

_____
Christopher M. Leh, Mayor

ATTEST:

ADU Housing Research

The state legislature has passed HB-24-1152 in an effort to use Accessory Dwelling Units (ADUs) as a tool to help facilitate additional housing options within most Colorado Municipalities. Real estate costs in Boulder County and throughout Colorado have skyrocketed over the last ten years creating an unsustainable gap between housing costs and lagging increases in salaries. Homelessness is increasing, commuter distances are increasing, and an aging population is left with fewer housing options. We have a housing crisis in Colorado and especially within Louisville. House Bill 24-1152 does a tremendous job of identifying aspirational and mandatory standards for Colorado Municipalities to help encourage ADUs. Increasing housing options through the encouragement of ADUs is an important tool to address these issues. Below is a list of some of these aspirational standards within HB 24-1152 and proposed changes to the current Louisville Municipal Code response to more closely adhere to these aspirations:

1 ACCESSORY DWELLING UNITS OFFER A WAY TO PROVIDE COMPACT, RELATIVELY AFFORDABLE HOUSING IN ESTABLISHED NEIGHBORHOODS WITH MINIMAL IMPACTS TO INFRASTRUCTURE AND TO SUPPLY NEW HOUSING OPPORTUNITIES WITHOUT ADDED DISPERSED LOW-DENSITY HOUSING

- This section addresses the need to utilize existing infrastructure. This can be accomplished by allowing no additional sewer and water taps which are unnecessary and cost prohibitive.
- This section also identifies creating compact housing within established neighborhoods instead of dispersed low-density housing. This encourages higher density residential which is more affordable and helps to minimize suburban sprawl, conserving land and resources..

2 - ACCESSORY DWELLING UNITS GENERATE RENTAL INCOME TO HELP HOMEOWNERS COVER MORTGAGE PAYMENTS OR OTHER COSTS, WHICH CAN BE IMPORTANT FOR A VARIETY OF RESIDENTS, SUCH AS OLDER HOMEOWNERS ON FIXED INCOMES AND LOW- AND MODERATE-INCOME HOMEOWNERS

- Colorado and especially Louisville real estate has increased exponentially in the last decade placing a strain on homeowners with lower, and/or fixed incomes. ADU rentals will help homeowners to age in place and provide a path for lower income residents to live closer to where they work.

3 - ACCESSORY DWELLING UNITS ARE OFTEN OCCUPIED AT LOW TO NO RENT BY FAMILY MEMBERS, AND IF THEY ARE RENTED PRIVATELY, THEIR RENTS ARE RELATIVELY AFFORDABLE BECAUSE OF THEIR SMALL SIZE

- ADUs are often rented and/or occupied by family members including adult children, aging parents, adult children with special needs, etc. It would be challenging for a potential college graduate to live within Louisville due to increased rents and run-away housing costs. Housing size requirements vary as the size of a household decreases as children age and move out. An ADU allows seniors to age in place within an ADU on their own property. Likewise, a family may want their aging parent to live autonomously

but close within an adjacent ADU. A multitude of scenarios can optimize family member rentals of ADUs.

4 - RELATIVE TO DISPERSED, LOW-DENSITY DEVELOPMENT, COMPACT INFILL DEVELOPMENT, INCLUDING ACCESSORY DWELLING UNIT DEVELOPMENT, REDUCES WATER USE, GREENHOUSE GAS EMISSIONS, INFRASTRUCTURE COSTS, AND HOUSEHOLD ENERGY AND TRANSPORTATION COSTS

- Once again, this aspirational standard encourages higher density residential development and reduced infrastructure costs. This statement would encourage higher density in the form of increased FAR and building lot coverage and a reduction in the required infrastructure such as additional water and sewer taps.

5 - COMPACT INFILL DEVELOPMENT REDUCES WATER DEMAND AND INFRASTRUCTURE COSTS BY USING LESS PIPING, WHICH REDUCES WATER LOSS; INCLUDES LESS LANDSCAPED SPACE PER UNIT; AND MAKES BETTER USE OF EXISTING INFRASTRUCTURE

- Requiring additional independent water and sewer taps for a new ADU is contrary to another aspirational standard making better use of existing infrastructure. There is no need for additional taps if the existing infrastructure is adequate to support the existing residence and the new ADU.

6 - A NUMBER OF LOCAL LAND USE LAWS PROHIBIT HOMEOWNERS FROM BUILDING AN ACCESSORY DWELLING UNIT, OR APPLY REGULATIONS TO ACCESSORY DWELLING UNITS THAT SIGNIFICANTLY LIMIT THEIR CONSTRUCTION

- The City has published that ten new ADUs are expected to be built within Louisville in the first year after adoption of the proposed ADU amendment. This number of new ADUs is insignificant compared to the housing needs within the community. Only by relaxing key requirements for new construction can ADUs become a valuable tool to increase housing affordability. As opposed to many adjacent municipalities, the City of Louisville has never allowed ADUs. It is widely accepted from referenced studies within HB-25-1152 that ADUs have an overwhelmingly positive effect on communities that allow them in greater numbers. It would serve the community well to not only meet the minimal standards the state law requires, but to exceed these standards to allow more opportunities for new ADUs. Allowing ADUs to be accessory to duplexes or multifamily residential properties will provide another step to increase the presence of additional housing with developments.

7 - ACCESSORY DWELLING UNITS USE SIGNIFICANTLY LESS ENERGY FOR HEATING AND COOLING THAN SINGLE-UNIT DETACHED DWELLINGS BECAUSE OF THEIR SMALLER SIZE, WHICH REDUCES HOUSEHOLD ENERGY COSTS AND GREENHOUSE GAS EMISSIONS. ACCESSORY DWELLING UNITS CAN REDUCE LIFETIME CARBON DIOXIDE EMISSIONS BY FORTY PERCENT COMPARED TO MEDIUM-SIZED SINGLE-FAMILY HOMES, ACCORDING TO A REPORT FROM THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY. REDUCING EMISSIONS FROM THE HOUSING SECTOR IS CRITICAL FOR MEETING THE STATE'S GREENHOUSE GAS EMISSIONS TARGETS ESTABLISHED IN SECTION 25-7-102. ACCORDING TO "THE CARBON FOOTPRINT OF HOUSEHOLD ENERGY USE IN THE UNITED STATES" IN THE

PROCEEDINGS OF THE NATIONAL ACADEMY OF SCIENCES, REDUCING FLOOR SPACE PER CAPITA IS A CRITICAL STRATEGY TO REACHING MID-CENTURY CLIMATE GOALS

- It is a stated goal of the City of Louisville to promote sustainability and decrease the carbon footprint per capita of Louisville. By increasing the number of ADUs throughout the City, the per capita carbon footprint decreases due to the smaller house size and thus lower energy costs and emissions. It is in the City's best interests to find every avenue to increase ADU construction throughout the municipality.

8 - HOUSING SUPPLY IMPACTS HOUSING AFFORDABILITY, AND HOUSING PRICES ARE TYPICALLY HIGHER WHEN HOUSING SUPPLY IS RESTRICTED BY LOCAL LAND USE REGULATIONS IN A METROPOLITAN REGION, ACCORDING TO THE NATIONAL BUREAU OF ECONOMIC RESEARCH IN WORKING PAPERS SUCH AS "REGULATION AND HOUSING SUPPLY", "THE IMPACT OF ZONING ON HOUSING AFFORDABILITY", AND "THE IMPACT OF LOCAL RESIDENTIAL LAND USE RESTRICTIONS ON LAND VALUES ACROSS PAGE 4-HOUSE BILL 24-1152 AND WITHIN SINGLE FAMILY HOUSING MARKETS"

9 - INCREASING HOUSING SUPPLY MODERATES PRICE INCREASES AND IMPROVES HOUSING AFFORDABILITY ACROSS ALL INCOMES, ACCORDING TO STUDIES SUCH AS "THE ECONOMIC IMPLICATIONS OF HOUSING SUPPLY" IN THE JOURNAL OF ECONOMIC PERSPECTIVES AND "SUPPLY SKEPTICISM: HOUSING SUPPLY AND AFFORDABILITY" IN THE JOURNAL HOUSING POLICY DEBATE

10 - MORE PERMISSIVE REGULATION BY LOCAL GOVERNMENTS OF ACCESSORY DWELLING UNITS PROVIDES A REASONABLE CHANCE FOR HOMEOWNERS TO CONSTRUCT OR CONVERT AN ACCESSORY DWELLING UNIT AND THEREBY INCREASE HOUSING SUPPLY, STABILIZE HOUSING COSTS, AND CONTRIBUTE TO AFFORDABLE AND EQUITABLE HOME OWNERSHIP TO ADEQUATELY MEET THE HOUSING NEEDS OF A GROWING COLORADO POPULATION

- If the intent is to allow ADUs to have a significant impact on the housing supply, then land use regulation will need to be relaxed to allow more opportunities for ADUs.
- The three aspirational statements above describe the impact that land use restrictions versus increased housing supply have on housing affordability throughout the community.

City of Louisville

Accessory Dwelling Units Ordinance

City Council

April 10, 2025

City of Louisville

Request

Consideration of an ordinance amending Title 17 to allow Accessory Dwelling Units (ADUs) in accordance with Colorado House Bill 24-1152, and an ordinance amending Title 3 to address development impact fees for ADUs.

Noticing requirements have been met, and the ADU meetings have included enhanced community notice.

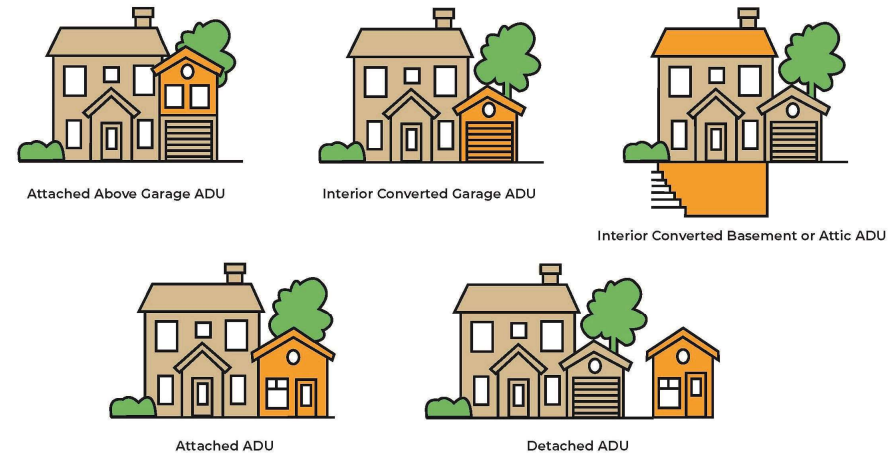
City of Louisville

Topics

1. What is an ADU?
2. Current State of ADUs in Louisville
3. Recent ADU Related City Policies and State Law
4. Ordinance Summary

City of Louisville

What is an ADU?



City of Louisville

What is an ADU?








City of Louisville

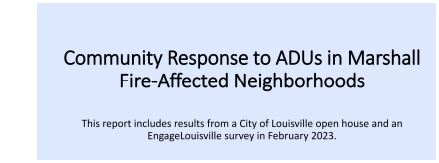
Current State of ADUs in Louisville

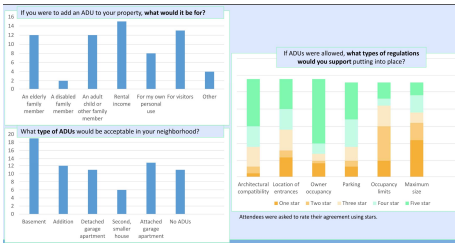
- Louisville does not allow ADUs, which makes us an outlier among peer communities
- "Guest Houses" and "Rooming Units" are allowed, but cannot be independent units (e.g., no full kitchens)
- Short term rentals prohibited

City of Louisville

2023 ADU Community Engagement

- Marshall Fire Recovery Area-focused engagement
- Community input (100+) on questions like whether to allow ADUs, size, owner occupancy, etc.
- Mixed opinions and desire to address citywide
- State law overrides the questions asked during community engagement





City of Louisville

June 2024 Council Discussion/Direction

City Council direction to align with state law and evaluate:

- Incentives for ADUs that are “Affordable”, landmarked, or accessible;
- Voluntary pathways for existing units to come into compliance; and
- Technical or financial assistance to support ADU development.

City of Louisville

Louisville Housing Plan



Adopted by City Council May 7, 2024

Goal 1: Increase Residential Development Opportunities in Louisville

Goal 2: Expand and Maintain Access to Affordable Housing

Goal 3: Diversify Louisville's Housing Stock

City of Louisville

Louisville Housing Plan



Adopted by City Council May 7, 2024

➢ Action 1.4 Evaluate Allowing ADUs Both Attached and Detached On Single-Family Lots

RATIONALE

Allowing Accessory Dwelling Units (ADU), both attached and detached, on single-family properties across the city can help to increase housing supply and diversity while creating more financial flexibility for homeowners. ADUs offer a small-scale and incremental way to increase density while protecting existing community character and without putting pressure on existing infrastructure systems.

➢ Housing Goals

DESCRIPTION

ADUs can provide less expensive housing solutions, but not to the same degree or guarantee as income restricted housing. ADUs can be right-sized and adjusted for a variety of household types, such as multigenerational households, young adults, and seniors. In addition to providing more housing to renters, ADUs can inversely assist affordability or financial flexibility for property owners through the rental income that they collect.

Allowing attached and detached ADUs does not guarantee that ADUs will be produced. The cost to individual property owners to design and develop compliant ADUs can limit program participation. To overcome this barrier, the city can provide pre-approved plan sets to property owners that requires little to no permit review time.

Additionally, barriers to ADU development could be removed if design and development standards for ADUs are sensitive to neighborhood character. For example, the City should consider allowing ADUs to use the same water tap as the primary dwelling and not charging an expansion fee within the limits of the ADU policies for the size and type of unit.

WHAT IS AN ADU?

ADUs are an additional dwelling unit— typically with its own sleeping, bathing, and cooking facilities—on properties with a primary home, designed in a way that blends in with the existing neighborhood.

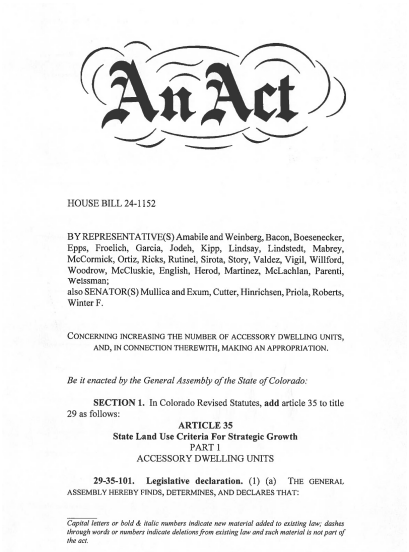
➢ Action 1.4 Relevant Themes Heard from Housing Plan Community Engagement

- Incentivize tiny homes or ADUs that can be a path to homeownership rather than manufactured homes that can leave people vulnerable to displacement.
- Heard more support for ADUs that can be ownership units rather than rentals.

City of Louisville

Colorado HB 24-1152

- Requires Louisville to allow ADUs on all single family lots
- Detailed standards related to ADU locations, minimum sizes, setbacks, etc.
- ADUs must be allowed "administratively"
- Limits related to owner occupancy, parking
- Deadline for compliance – June 30, 2025



An Act

HOUSE BILL 24-1152

BY REPRESENTATIVE(S) Amabile and Weinberg, Bacon, Boesenecker, Epps, Froelich, Garcia, Jodeh, Kipp, Lindsay, Lindstedt, Mabrey, McCormick, Ortiz, Ricks, Rutinel, Sirota, Story, Valdez, Vigil, Willford, Woodrow, McCluskie, English, Herod, Martinez, McLachlan, Parenti, Weissman;
also SENATOR(S) Mullica and Exum, Cutter, Hinrichsen, Priola, Roberts, Winter F.

CONCERNING INCREASING THE NUMBER OF ACCESSORY DWELLING UNITS, AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 35 to title 29 as follows:

ARTICLE 35
State Land Use Criteria For Strategic Growth
PART 1
ACCESSORY DWELLING UNITS

29-35-101. Legislative declaration. (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES, AND DECLARES THAT:

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.

City of Louisville

Draft Ordinance

- ADU allowance
- ADU sizes
- ADU heights
- ADU setbacks
- Other key elements

City of Louisville

The draft ordinance distinguishes between attached and detached units



Attached ADU



Detached ADU

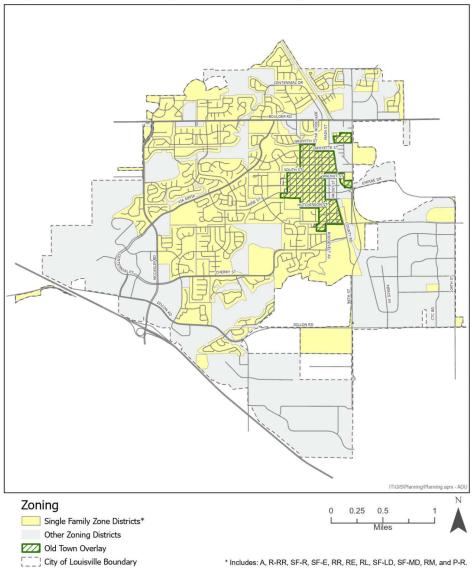
City of Louisville

4/19/2023

ADU Allowance

- Detached and attached ADUs allowed everywhere single family units allowed to comply with law
- ADUs allowed “by right” with no discretionary review process or standards
- Exception for historic preservation review

City of Louisville - Single Family Zoning Districts



City of Louisville

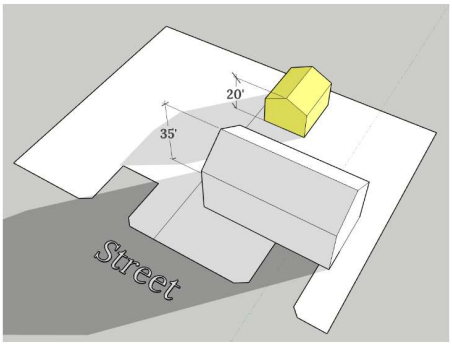
Maximum ADU Size

- Detached ADU – 800 square feet
- Attached ADU – 1,000 square feet
- 200 square foot increase for historic landmarked ADU buildings, deed restricted affordable units
- To comply with state law, align with peer jurisdictions, create incentives aligned with City policies and council direction.

City of Louisville

Max. ADU Height, Outside Old Town

- Detached ADU – 20 feet (same as other types of accessory buildings)
- Attached ADU – same as primary building
- The City can regulate ADU heights under HB 24-1152

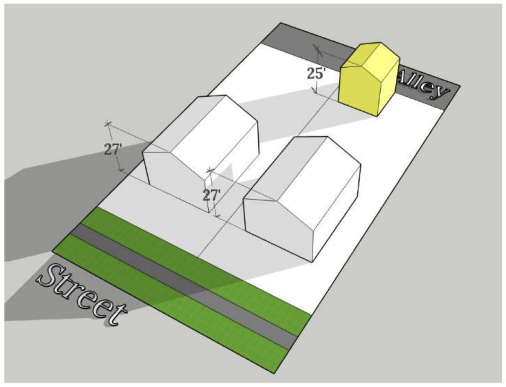


Detached ADU, 800 Square Foot, 20 Foot Height

City of Louisville

Max. ADU Height, Old Town

- Detached ADU – 25 feet
- Attached ADU – same as primary building

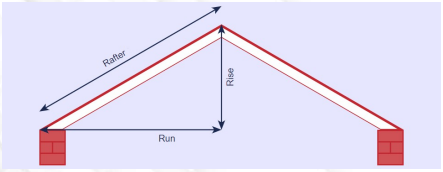


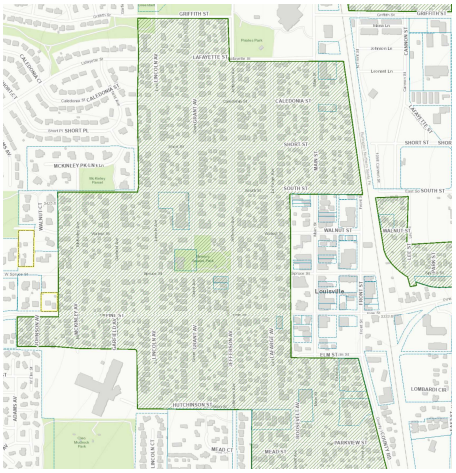
Detached ADU, 800 Square Foot, 25 Foot Height

City of Louisville

Old Town Unique Conditions

- Roof pitch requirement and impacts on second floor habitable space
- Smaller, narrower lots





City of Louisville

ADU Setbacks from Property Lines

- Detached ADUs – same as for other accessory buildings
- Attached ADUs – same as for primary buildings, but rear setback can't exceed that for an accessory building
- ADUs must be behind the front of the primary building



City of Louisville

Other Key Elements of Ordinance

- Parking for ADU only required if no on street parking on subject block and there is not an excess space on the lot not required for the primary unit (state law)
- ADU is exempt from minimum lot size per dwelling unit restrictions (state law)
- ADUs are subject to minimum lot coverage, floor area ratio like other buildings with exception for accessible units.



City of Louisville

Incentives for Certain ADUs

- 200 square foot size bonus for ADUs that are landmarked or deed restricted affordable.
- 200 square foot size and 20-25% lot coverage bonus for ADUs that are designed as accessible.

City of Louisville

Other Key Elements of Ordinance

- Existing units that meet the definition of ADU but don't fully comply (e.g., setbacks, size, etc.) have "grace" period until end of 2026 to get legal nonconforming status
- For projects subject to City's Inclusionary Housing Ordinance, the ADU doesn't count towards the deed restricted unit set aside of 12%

City of Louisville

Planning Commission Recommendation

On February 13, 2025:

- Planning Commission recommended approval with the condition that accessible units get a size and lot coverage bonus, as reflected in the ordinance.
- Planning Commission requested that City Council consider reduced water tap fees for ADUs to the extent practical.

City of Louisville

Recommendation

Staff recommends approval of Ordinance 1892, Series 2025 to amend Title 17 to allow ADUs to comply with HB 24-1152 and Title 3 related to impact fees for ADUs to implement Housing Plan goals and action items.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10D

SUBJECT: **ORDINANCE NO. 1893, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING RESIDENTIAL OCCUPANCY LIMITS IN THE CITY OF LOUISVILLE – 2ND READING (ADVERTISED CITY OF LOUISVILLE WEBSITE 03/21/2025)**

DATE: **APRIL 15, 2025**

PRESENTED BY: **EMILY CLINE-GIBSON, PLANNER II**

SUMMARY:
The Colorado General Assembly adopted HB 24-1007 in May 2024 that prohibits municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship. The City of Louisville is updating Municipal Code Chapter 17.08 – Definitions to satisfy the new State requirements.

BACKGROUND:
The purpose of HB 24-1007 is to increase housing availability across Colorado by prohibiting local governments from limiting the number of people who may live together in a single dwelling based on familial relationship. Local governments may only implement residential occupancies based on:

1. Demonstrated health and safety standards, such as international building code standards, fire code regulations, or Colorado department of public health and environment wastewater and water quality standards; or
2. Local, state, federal, or political subdivision affordable housing program guidelines.

Louisville Municipal Code (LMC) Sec. 17.08.150 currently defines *family* as the following:

> *A single individual doing his or her own cooking and living upon the premises as a separate, independent, housekeeping unit; or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth or marriage; or a group of not more than two unrelated persons doing their own cooking and living together upon the premises as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of his residence in accordance with the provisions of the C.R.S. § 18-3-412.5, as amended. Single persons of 18 years of age or older not living with parents or a legal guardian are considered to be unrelated to each other.*

At the February 13th, 2025 Planning Commission meeting, commissioners discussed the proposal as being straightforward and approved the motion with a vote of 7-0. The proposal was introduced to City Council for first reading at the March 18, 2025 meeting.

PROPOSAL:
The proposed changes to the definition of *family* are to align with HB 24-1007. The modification to the definition will expand housing opportunities by no longer restricting occupancy of a dwelling unit to a family based upon birth or marriage or limit non-related occupants to not more than two unrelated individuals. The proposed definition of *family* is the following:

> *Family means one or more persons occupying a dwelling unit and living as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of their residence in accordance with the provisions of the C.R.S. § 18-3-412.5. The number of persons living as a single unit shall not exceed the maximum permitted by applicable adopted building, fire, and safety codes, by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.*

ANALYSIS:
The proposed definition of *family* closely aligns with the definitions used in Lafayette and Erie. Staff find the proposal addresses the City's Housing Plan Goal 3 to Diversify Louisville's Housing Stock (Housing Plan p. 26) and Action Item 3.2 that explicitly calls for this code amendment (p. 47). Staff also find that the change in definition will not affect the meaning of the term *family* as it is used throughout the Louisville Municipal Code (LMC).

A single-family dwelling will continue to be defined as an independent living unit exclusively for one family, however, the proposed definition of *family* will allow any group of individuals that live together as an independent unit be considered a family. Occupancy limits for residential dwellings will be determined by building square footage and are governed by the Louisville-adopted 2018 International Property Maintenance Code (IPMC) and associated housing codes.

The 2018 IPMC requires every living room to be at least 120 sq. ft. and bedroom to be at least 70 sq. ft. Every bedroom occupied by more than one person must contain a minimum of 50 sq. ft. per occupant. Thus, a bedroom with two occupants would need to be 100 sq. ft. and for three occupants would need to be 150 sq. ft., etc. Dwellings with more than two occupants would also need to have a dining room.

Figure 1: Occupancy Table from 2018 IPMC

TABLE 404.5MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

PUBLIC COMMENTS:
No public comments have been submitted.

FISCAL IMPACT:
No fiscal impact is anticipated from the changes to the code.

STAFF RECOMMENDATION:
Planning Commission recommended approval of the ordinance on February 13, 2025 (Attachment 2) with no conditions. The video is available here.

Staff recommend approval of Ordinance No. 1893, Series 2025.

ATTACHMENTS:
1. Ordinance No. 1893, Series 2025
2. Planning Commission Resolution 1, Series 2025
3. House Bill 24-1007
4. 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**

ORDINANCE NO. 1893
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY.

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Louisville Municipal Code Title 17, Zoning, establishes definitions that are used related to the use and development of land within the City;

WHEREAS, the Colorado General Assembly adopted House Bill 24-1007 in April 2024, prohibiting municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship;

WHEREAS, the City desires to modify the definition of family, which will lift existing restrictions on people living together based on specific familial relationships;

WHEREAS, after a duly noticed public hearing held February 13, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated February 13, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance;

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

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

Louisville Municipal Code Chapter 17.08 (Definitions) is hereby amended for Section 17.08.150 to read as follows:

Sec. 17.08.150. – Family.

~~Family means a single individual doing his or her own cooking and living upon the premises as a separate, independent, housekeeping unit; or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth or marriage; or a group of not more than two unrelated persons doing their own cooking and living together upon the premises as a single housekeeping unit, except that no more than one of such persons may be an individual who has~~

~~been adjudged by a court of law as a sex offender and who is required to register as such within the community of his residence in accordance with the provisions of the C.R.S. § 18-3-412.5, as amended. Single persons of 18 years of age or older not living with parents or a legal guardian are considered to be unrelated to each other.~~

Family means one or more persons occupying a dwelling unit and living as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of their residence in accordance with the provisions of the C.R.S. § 18-3-412.5. The number of persons living as a single unit shall not exceed the maximum permitted by applicable adopted building, fire, and safety codes, by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 18th day of March 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 1
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO MODIFY THE DEFINITION OF FAMILY

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Louisville Municipal Code Title 17, Zoning, establishes definitions related to the use and development of land within the City;

WHEREAS, the Colorado General Assembly adopted House Bill 24-1007 in April 2024, prohibiting municipalities from limiting the number of people who may live together in a single dwelling based on familial relationship;

WHEREAS, the City desires to modify the definition of family, which will lift existing restrictions on people living together based on specific familial relationships; and

WHEREAS, the Planning Commission has considered the proposal at a duly noticed public hearing on February 13, 2025, where evidence and testimony where entered into the record; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Title 17 of the Louisville Municipal Code to modify the definition of family.

PASSED AND ADOPTED this 13th day of February, 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Cullen Choi, Secretary
Planning Commission



HOUSE BILL 24-1007

BY REPRESENTATIVE(S) Rutinel and Mabrey, Bacon, Boesenecker, deGruy Kennedy, English, Epps, Froelich, Garcia, Hernandez, Jodeh, Kipp, Lindsay, Lindstedt, Marvin, Mauro, McCormick, Ortiz, Parenti, Ricks, Sirota, Velasco, Vigil, Weissman, Willford, McCluskie, Herod, Martinez; also SENATOR(S) Exum and Gonzales, Buckner, Coleman, Cutter, Danielson, Fields, Hinrichsen, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F.

CONCERNING RESIDENTIAL OCCUPANCY LIMITS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 29-20-111 as follows:

29-20-111. Local government residential occupancy limits - short title - legislative declaration - definition. (1) THE SHORT TITLE OF THIS SECTION IS THE "HOME (HARMONIZING OCCUPANCY MEASURES EQUITABLY) ACT".

(2) THE GENERAL ASSEMBLY FINDS AND DECLARES THAT OCCUPANCY LIMITS AND THE INCREASED AVAILABILITY OF HOUSING ARE

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.

MATTERS OF MIXED STATEWIDE AND LOCAL CONCERN.

(3) A LOCAL GOVERNMENT SHALL NOT LIMIT THE NUMBER OF PEOPLE WHO MAY LIVE TOGETHER IN A SINGLE DWELLING BASED ON FAMILIAL RELATIONSHIP. LOCAL GOVERNMENTS RETAIN THE AUTHORITY TO IMPLEMENT RESIDENTIAL OCCUPANCY LIMITS BASED ONLY ON:

(a) DEMONSTRATED HEALTH AND SAFETY STANDARDS, SUCH AS INTERNATIONAL BUILDING CODE STANDARDS, FIRE CODE REGULATIONS, OR COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT WASTEWATER AND WATER QUALITY STANDARDS; OR

(b) LOCAL, STATE, FEDERAL, OR POLITICAL SUBDIVISION AFFORDABLE HOUSING PROGRAM GUIDELINES.

(4) AS USED IN THIS SECTION, "LOCAL GOVERNMENT" MEANS A HOME RULE OR STATUTORY CITY, HOME RULE OR STATUTORY COUNTY, TOWN, TERRITORIAL CHARTER CITY, OR CITY AND COUNTY.

SECTION 2. Effective date. This act takes effect July 1, 2024.

SECTION 3. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate

preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

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 Monday April 15th 2024 at 12:15 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

City Council Public Hearing

April 15, 2025

ORDINANCE NO. 1893, SERIES 2025

AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE DEFINITIONS TO COMPLY WITH HOUSE BILL 24-1007.

City of Louisville

1

Background

- Colorado General Assembly adopted HB 24-1007 in May 2024
- Prohibits municipalities from limiting number of people living together based on familial relationship
- Residential occupancies can only be based on:
  - Building codes, other health and safety standards
  - Affordable housing program guidelines

City of Louisville

2

Background

Current definition of *family*:

A single individual doing his or her own cooking and living upon the premises as a separate, independent, housekeeping unit; or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic ***relationship based upon birth or marriage****; or a group of not more than two unrelated persons doing their own cooking and living together upon the premises as a single housekeeping unit, except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of his residence in accordance with the provisions of the C.R.S. § 18-3-412.5, as amended. Single persons of 18 years of age or older not living with parents or a legal guardian are considered to be unrelated to each other.*

City of Louisville

4/19/2023

3

Proposal

Proposed definition of *family*:

Family means ***one or more persons occupying a dwelling unit and living as a single housekeeping unit,*** *except that no more than one of such persons may be an individual who has been adjudged by a court of law as a sex offender and who is required to register as such within the community of their residence in accordance with the provisions of the C.R.S. § 18-3-412.5. The number of persons living as a single unit shall not exceed the maximum permitted by applicable adopted building, fire, and safety codes, by any applicable state or federal law or regulation, or by affordable housing guidelines applicable to the dwelling unit.*

City of Louisville

4

Analysis

- Proposal does not limit non-related occupants to not more than two unrelated individuals
- Proposed definition aligns with Housing Plan
  - Increase affordable housing options
  - Recognize legitimacy of alternative families
- Change will not affect the use of *family* elsewhere in LMC

City of Louisville

5

Analysis

Example occupancy limit based on 2018 IPMC:

- 3 bed, 2 bath, 2200 square foot (SF) home
  - Each bedroom is 150 SF
  - Dining room is 225 SF
  - Living room is 340 SF
  - Bathrooms are 50 SF each
- **9 individuals** (3 occupants per bedroom)
- All other room area requirements must be met based on total number of occupants
- Minimum area does not include minimum occupancy area for sleeping purposes.

TABLE 404.5MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

404.4.1: Room area.

Every habitable room shall contain not less than 70 square feet (6.5 m^2) and every bedroom occupied by more than one *person* shall contain not less than 50 square feet (4.6 m^2) of floor area for each *occupant* thereof.

City of Louisville

6

Recommendation

Staff recommends approval of Ordinance 1893, Series 2025 to amend Section 17.08.150 of the LMC, amending the definition of *family*.

City of Louisville

7

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10E

SUBJECT: **ORDINANCE NO. 1894, SERIES 2025 – AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERM AND AN INITIAL INTEREST RATE OF 4.8 PERCENT – 2ND READING (advertised City of Louisville Website 04/04/2025)**

DATE: **APRIL 15, 2025**

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

SUMMARY:
Staff recommends approval of Ordinance No. 1894, Series 2025 to authorize an interfund loan of $900,000 from the water fund to the wastewater fund.

At the previous council meeting resolution No. 23 Series 2025 was approved for 2025 rate assessments for the water, wastewater, and stormwater funds. In order to facilitate these approved rate adjustments an interfund loan from the water fund to the wastewater fund was proposed. The loan will act as a financial bridge for wastewater and allow for more gradual wastewater rate increases over the next 3-year period. This decreased the rate increase for wastewater from upwards of 32% to 16% for 2025 and 2026. The recommended ordinance authorized this loan including a required interest component ensuring equity.

The loan authorizes funds from the Water Utility Fund to the Wastewater Utility Fund up to six hundred thousand dollars ($600,000) in fiscal year 2025 and up to three hundred thousand dollars ($300,000) in fiscal year 2026, for a total principal amount not to exceed nine hundred thousand dollars ($900,000). The loan shall have a term of three (3) years and all principal and interest loaned shall be repaid in full by no later than December 31, 2028. The initial interest rate applied to the loan proceeds shall be 4.8% based on the average rate of return for City investments for 2024. The interest rate shall be adjusted annually to a rate equal to the average rate of return on the City's investments for the preceding twelve months. Additional details can be found in the attached Ordinance document.

FISCAL IMPACT
Short term decrease in the reserve amount for the water fund to assist with spending on capital improvement projects for wastewater. Sufficient funds remain in the water fund during the payback period for this loan.

PROGRAM/SUB-PROGRAM IMPACT:
The program goal for Utilities is to ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services. These annual utility rate evaluations and adjustments are essential in the administration of reasonable and justifiable prices and the responsible management of the utility system.

RECOMMENDATION:
Staff recommends approval of Ordinance No. 1894, Series 2025 to authorize an interfund loan of $900,000 from the water fund to the wastewater fund.

ATTACHMENT(S):
1. Ordinance No. 1894, 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**

ORDINANCE NO. 1894
SERIES 2025

AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERM AND AN INITIAL INTEREST RATE OF 4.8 PERCENT

WHEREAS, the City of Louisville ("City") is a municipal corporation duly organized and existing as a home rule city pursuant to Article XX of the Constitution of the State of Colorado and the City's Home Rule Charter ("Charter"); and

WHEREAS, Section 13-3(b) of the Charter authorizes a City-owned utility to loan money to another City-owned utility by ordinance; and

WHEREAS, Section 13-3(b) further provides: "The motion approving the loan shall specify the term of the loan and the interest rate. The interest rate shall be adjusted annually to a rate equal to the average return of City investments for the preceding twelve (12) months;" and

WHEREAS, the City's Wastewater Utility Fund is in need of additional monies to pay for capital projects and to fund ongoing maintenance and operation costs; and

WHEREAS, the City plans to increase the wastewater utility rates in 2025, but it desires to moderate the impact of such increase on residents; and

WHEREAS, the City's Water Utility Fund has sufficient fund balances to make a loan to the Wastewater Utility Fund; and

WHEREAS, estimates of future revenue streams and net income of the Wastewater Utility Fund are sufficient to repay the Water Utility Fund for a loan in addition to meeting other financial obligations of the fund; and

WHEREAS, City Council desires to loan monies from the Water Utility Fund to the Wastewater Utility Fund and to establish the terms of repayment.

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

Section 1. The City Council hereby authorizes a loan from the Water Utility Fund to the Wastewater Utility Fund of up to six hundred thousand dollars ($600,000) in fiscal year 2025 and up to three hundred thousand dollars ($300,000) in fiscal year 2026, for a total principal amount not to exceed nine hundred thousand dollars ($900,000.00) (hereinafter, the "Loan").

Section 2. The Loan shall have a term of three (3) years. All principal and interest loaned shall be repaid in full by no later than December 31, 2028, unless such

term and maturity are extended by subsequent ordinance. Annual payments, of interest only or interest and principal, will commence on or before December 31, 2026 and will continue through December 31, 2028. Advance repayment may be made at any time without penalty.

Section 3. The initial interest rate applied to the Loan proceeds shall be 4.8% based on the average rate of return for City investments for 2024. The interest rate shall be adjusted annually to a rate equal to the average rate of return on the City's investments for the preceding twelve months. The City Manager and City staff are authorized to do all things necessary to effectuate Loan, including calculating the interest on an annual basis.

Section 4. The Loan is subject to any necessary budgetary amendments, transfers, or supplementary budgets and appropriations in accordance with State law. The City Council declares its intention to make annual appropriations in the Wastewater Utility Fund budget from available Wastewater Utility Fund revenues to meet the financial obligations of the Wastewater Utility Fund, including repayment of the Loan to the Water Utility Fund.

Section 5. The Loan shall be subordinate to any outstanding debt of the Wastewater Utility Fund.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 1st day of April 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 15th day of April 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10F

SUBJECT: **AWARD CONTRACT BETWEEN THE CITY OF LOUISVILLE AND ECI SITE CONSTRUCTION MANAGEMENT FOR PHASE 1 OF THE DOWNTOWN FRONT & CENTER PROJECT**

DATE: **APRIL 15, 2025**

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

SUMMARY:
Staff is recommending City Council authorize staff to finalize negotiations and award a final contract for preconstruction services for the Downtown Front & Center Project to ECI Site Construction Management for their proposal cost of $22,315, authorize staff to approve contract addendums up to $5,750 for unforeseen task items and project contingency, and authorize the Mayor, City Manager, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

PROJECT DETAILS:
Initiated in 2023 by the Louisville Revitalization Committee (LRC) and officially adopted by City Council on November 19, 2024, the Downtown Vision Plan serves as the guiding framework for the Downtown Front & Center Project. Phase 1 of the project focuses on refining the short-term improvement concepts outlined in the Vision Plan to align with the City's budget, followed by the design and construction of these initial improvements. Future phases of the Downtown Front & Center Project will address the design and construction of mid-term and long-term improvements specified in the Downtown Vision Plan.

Staff determined that a CMAR project delivery method would add value to this project due to the sensitivity of performing construction in downtown Louisville. With downtown construction, the potential negative impacts to businesses, downtown events, and residents are significant. With a CMAR delivery method, the contractor is engaged early in the design phase. This allows the contractor to provide input early in the design phase on constructability issues, long lead times for items, construction costs, value engineering, construction sequencing and scheduling, and potential risks while supporting business activities. By providing this input early and coordinating with the design team, many future issues can be avoided. The contractor will start the project with a comprehensive understanding of the project challenges and issues and why certain decisions were made. This typically will result in a much more efficient and successful construction phase due to the following:

- Minimization of constructability issues and contractor Requests for Information
- Fast project delivery and flexibility
- Reduces delays on long lead items as they can be identified early and ordered ahead of time.

- More accurate budgeting.
- Improved risk management
- Better coordination with stakeholders (Businesses, residents, events, etc)
- Fewer disputes, better collaboration between design team, contractor and City

The CMAR project delivery method typically involves two separate contracts: one for preconstruction services during the design phase, and a second contract, executed as design is being finalized, for a Guaranteed Maximum Price (GMP) to construct the improvements. The City must agree to the GMP and is not obligated to execute a future construction contract with the contractor if a GMP acceptable to the City cannot be negotiated. At this phase of the project, staff is only seeking approval of the preconstruction services contract.

Staff issued an RFP on February 18, 2025, to solicit contractor proposals for Construction Manager at Risk (CMAR) services for the Downtown Front & Center project. Three proposals were received on March 12, 2025, from the following firms: ECI Site Construction Management, KCI Construction, Inc., and Myers & Sons Construction, LLC.

The selection committee, consisting of five City staff members from three departments, evaluated the proposals and conducted interviews with all three consultants to determine the recommended contractor.

The contractor teams proposals were scored on several criteria to determine their ability to provide the requested services and overall proposal quality. The criteria and weighting are identified below:

Proposal Criteria	Qualification Standard	Available Points
Scope of Proposal	Does the proposal show an understanding of the project scope, methodology, creative valued engineered suggestions to be used in the design and construction phases and the results that are desired from the project?	15
Assigned Project Team	Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?	8
Safety Record	OSHA Illness/Injury Rate, OSHA Lost Work Day Incidence Rate and Workman's Comp Experience Modification Rate Insurance multiplier.	7
Firm Experience and Qualifications	Is the firm qualified to perform the work? Has the firm worked on streetscape and/or landscaping projects similar in scope to this project? Has partnering been used as a basis in design and construction of other projects? Was this work of a high quality in nature?	15
Preconstruction Phase Cost	Are the proposed preconstruction cost rates reasonable and competitive?	8
Construction Cost	Do the proposed construction cost factors compare favorably with industry standards and other CMAR firms' construction cost factors?	13
Firm Capability	Does the firm have experience, equipment, manpower and finances to complete the work?	8
Construction Performance	Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost and number of change orders or claims?	8
Value Engineering & Innovative Ideas	What innovative solutions do you have to reduce costs, remain on schedule, minimize risk and maintain operations during construction?	10
Schedule	How quickly can the firm dedicate resources to complete the work? Is the proposed construction duration reasonable for the scope of work?	8
	TOTAL POINTS AVAILABLE =	**100**

The selection committee members unanimously selected ECI as the top-ranked proposal. The scores of individual selection committee members were averaged to determine the proposal scores and initial ranking, which are included in the table below along with preconstruction fees and construction phase markups:

Ranking	Contractor	Proposal Score (100)	Preconstruction fee	Overhead markup	Profit markup	Subs markup	Materials markup	Bonds/Ins markup
1	ECI	83	$22,315	8%	3%	5%	5%	1.79%
2	KCI	73	$3,900	2%	2%	4%	4%	2%
3	Myers & Sons	70	$288,480	3%	10%	15%	5%	2.75%

Despite ECI being unanimously scored the highest, all three firms were brought in for interviews to gain additional insight into their experience and capabilities. Firms were asked to prepare a brief 10-15 minute presentation for the interview and to be prepared to respond to questions following the presentation. The same pre-written questions were asked of all three firms. While the interviews weren't scored, the selection committee discussed the interviews in a follow-up session and determined that ECI had the best performance. Myers and Sons and KCI interviews provided less confidence

and/or value based upon approaches than ECI. While there was good discussion in the KCI interview, they did not seem very well-prepared for the presentation portion of the interview. Ultimately, the interviews reinforced the results of the proposal scoring. The selection team determined that Myers and Sons were too high on cost and didn't have much applicable experience on this type of project, so the final decision came between ECI and KCI. ECI was selected based on the following considerations:

- ECI seemed to better grasp the importance of the public outreach aspect of this job and seemed more committed to that element of the work. They seemed to understand that public outreach was critical to the success of this project.
- ECI had better experience on this type of project and the proposed project team was more involved in the specific reference projects in the RFP.
- ECI stressed the importance of maintaining continuity of the project team throughout the life of the project.
- ECI demonstrated extensive experience with management of project risk in their interview.
- ECI developed a detailed schedule for the project and demonstrated their ability to develop a detailed work breakdown structure that will be required to develop a strong construction sequencing plan in the future. Detailed sequencing and scheduling of construction will be critical in minimizing impacts to downtown businesses, events, and residents.
- ECI preconstruction costs were reasonable and within expected range. As this was not a low-bidder selection, the selection team felt that the ECI provided enough additional value to warrant higher fees.
- ECI previously helped to develop the prototype and final product for the City's downtown patios. This work went well and the City was impressed with ECI's performance of this work.

Following the initial selection of ECI, project references were contacted for projects in Westminster and Wheat Ridge. Both references highly recommended ECI and provided very positive feedback regarding their project management abilities, quality work, and adherence to schedule.

FISCAL IMPACT:
Ultimately, the project budget has been set at $9,000,000 with proceeds from Louisville Revitalization Commission (LRC) bond proceeds. The approved 2025 City Capital Improvement program budget provided for funding with City dollars until such time bonding timing and reimbursements can be reconciled to full LRC funding.

The costs of the Downtown Front & Center Project are identified below:

Projected Funding

Description	Account	2025 Budget Amount
DOWNTOWN VISION CIP (2025 Approved Budget)	301313-660310	$1,192,773*
	Total approved funding:	**$1,192,773***
LRC Funding (Future Funding)		$7,807,227
	Total future funding:	**$7,807,227**
	Total available funding:	**$9,000,000**

*Includes budget amendment of $192,773 approved on 1/21/2025

Projected Expenses (DOWNTON VISION CIP) 301313-660310

Description	Amount
Phase 1 Design Contract – Rvi (Awarded on 1/21/25)	($992,773)
Contingency – Rvi (Awarded on 1/21/25)	($171,935)**
Downtown Front & Center Preconstruction Contract – ECI (This communication)	($22,315)
Preconstruction Contingency (25%) (This Communication)	($5,750)
Total Expenses:	**($1,192,773)**

**Staff is requesting the contingency on the RVi contract be reduced from $200,000 to $171,935 to cover the preconstruction contract with this communication.

PROGRAM/SUB-PROGRAM:
The recommended contract supports the City's and LRC's goal of enhancing public spaces, promoting pedestrian activity, and integrating sustainable, long-term improvements to provide a vibrant and accessible downtown.

STAFF RECOMMENDATION:
Staff recommends that City Council authorize staff to finalize negotiations and award the Downton Front & Center Project preconstruction contract with ECI Site Construction Management for $22,315 plus a contingency in the amount of $5,750 for a total authorized amount of $28,065 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT:
1. Downtown Front & Center Preconstruction 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**

CONSTRUCTION MANAGER AT RISK
PRE-CONSTRUCTION PHASE SERVICES
PROJECT NAME: **Downtown Front & Center Project**
PROJECT NO. **TBD**

This Construction Manager at Risk agreement ("Agreement") is made and entered into this __ day of **April 2025**, by and between the City of Louisville, a Colorado home rule municipal corporation ("City") and **ECI Site Construction Management, Inc.**, a **Colorado Corporation** ("Construction Manager at Risk" or "CMAR"). The City and CMAR are collectively referred to in this contract as the "Parties" and each individually as a "Party."

RECITALS

A. The City desires to improve the streetscaping and landscaping and create a public gathering space in Downtown Louisville and intends to construct the **Downtown Front & Center Project** ("Project"), as described in Exhibit A attached hereto.

B. The City has entered into a contract with RVi, Inc. ("Design Professional") to provide professional engineering and landscape architecture design for the Project.

C. The City desires to enter into this contract for CMAR to provide services to assist City and Design Professional in developing an optimum design for the Project during the pre-construction phase and to ensure the successful construction of the project during the construction phase.

AGREEMENT

NOW THEREFORE, and in consideration of the mutual promises, terms, and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda means written or graphic instruments issued prior to the submittal of the Guaranteed Maximum Price (GMP) proposal(s), which clarify, correct or change the GMP proposal(s) requirements.

Agreement or Contract means this written document signed by the City and CMAR, including other documents itemized and referenced in or attached to and made part of this document.

Alternate Systems Evaluations means alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional project that meets City requirements.

Contract means this Construction Manager at Risk Pre-Construction Phase Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.

Contractor means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Louisville.

Change Order means a document signed by the CMAR and the City that authorizes an addition, deletion or revision in the scope of services or deliverables, or an adjustment in the contract amount or the period of services, or use of owner contingency, and is issued on or after the effective date of this contract.

City or Owner means the City of Louisville, a Colorado home rule municipal corporation, with whom CMAR has entered into this contract and for whom the services are to be provided pursuant to this contract.

City's Project Manager means the person representing the City for all correspondence relating to the project.

CMAR ("Construction Manager at Risk" or "Contractor") means the person, firm, corporation or other approved legal entity with whom the City has entered into this Agreement.

Contingency, Contractor's means an agreed upon amount, either lump sum or a percentage of the cost of the work, that is included in the GMP and to be used by the CMAR in accordance with the general provisions in the construction contract. Generally, contractor's contingency recognizes that the drawings and specifications may still be less than 100% complete after the City's final acceptance of GMP.

Contingency, Owner's means the owner may, at its discretion, order changes in the scope of the project. The owner's contingency is an amount to cover changes initiated by the owner, which may be incorporated into the GMP as an allowance at the owner's discretion.

Construction Documents means collectively, the plans, specifications, details, drawings, change orders and other documents prepared by the design professionals that describe the scope of quality of the project and the materials, supplies, equipment, systems and any and all other elements required for construction of the work that are acceptable to the owner.

Construction Fee means the CMAR's administrative costs, home office overhead, and profit, whether at the CMAR's principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the general conditions for the construction phase.

Contract Documents means this contract, CMAR's formal response to the RFQ or RFP (as applicable), general and special conditions of the contract, supplementary general conditions, the drawing and specifications, including all bulletins, change orders, addenda or other modifications of the drawings and specifications incorporated into the documents; the performance bond, the payment bond, insurances certifications, exhibits, attachments, and the Notice to Proceed for pre-construction phase services, and any other documents designated in this contract.

Contract Time(s) means the number of days or the dates related to the construction phase that as stated in construction documents applies to achievement of substantial completion and/or completion of the construction work so that it is ready for final payment.

Day(s) means calendar day(s) unless otherwise specifically provided in the contract documents.

Deliverables means the work products prepared by the CMAR in performing the scope of work described in this contract. Some of the major deliverables to be prepared and provided by the CMAR during the pre-construction phase may include but are limited to: Construction Management Plan, project schedule, schedule of values, alternative system evaluations, constructability reviews, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP proposals, subcontractor procurement plan, subcontractor agreements, subcontractor bid packages, supplier agreements, and others as indicated in this contract or required by the project team.

Design Professional means the qualified, licensed person, firm or corporation who furnishes design services required under the contract documents as identified by the City.

Drawings means the graphic and pictorial portions of the contract documents showing the design, location, and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams, excluding shop drawings.

General Condition Costs means and includes, but is not limited to, the following types of costs for the CMAR during the construction phase: payroll costs for project manager or construction manager (but not both) for work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities, and internet, data, and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in direct employ of the CMAR or subcontractors; taxes on the work and for which the CMAR is liable; and permit and license fees. Certain limitations and exclusions are described in the general conditions for the construction phase.

GMP Plans and Specification means the sets of plans and specifications provided pursuant to paragraph 2.7.3 upon which the Guaranteed Maximum Price proposal is based.

Guaranteed Maximum Price (GMP) Proposal means the CMAR's offer or proposal submitted on the prescribed form setting forth the GMP prices for the entire work or portions of the work to be performed during the construction phase. The GMP proposal(s) are to be developed pursuant to Article 2 of this agreement.

Litigation Expense means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

Loss means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

Notice to Proceed means a written notice given by the City to the CMAR fixing the date on which the CMAR shall start to perform the CMAR's obligations under this agreement.

Progress Payment Application means the form that is accepted by the City and used by the CMAR in requesting progress payments or final payment on which shall include such supporting documentation as is required by the contract documents and or the City.

Project means the scope of work as described in the recital above and "Exhibit A" project description attached hereto.

Project Team means pre-construction phase services team consisting of the design professional, CMAR, and City's project manager, City's client department's representatives, and other stakeholders who are responsible for making decisions regarding the project.

Samples means physical examples of materials, equipment, or workmanship representative of a part of the construction phase work and which establish the standards by which that portion of the construction phase work shall be evaluated.

Services, Work or Project means the subject matter of this Contract as set forth in the Scope of Work.

Shop drawings means all drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for the CMAR and submitted by the CMAR to illustrate some portion of the work.

Specifications means the part(s) of the contract documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

Subcontractor means an individual, firm or corporation having a direct contract with the CMAR or any other individual, firm or corporation having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction phase services or construction phase work at the site for which the CMAR is responsible. Subcontractors shall be selected through the Subcontractor bid process described in paragraph 2.8 of this agreement.

Subconsultant means a person, firm or corporation having a contract with CMAR to furnish services required as its independent professional associated or consultant with respect to the project.

Substantial Completion means the construction work, or an agreed upon portion of the construction work, that City has agreed to accept separately, and is sufficiently complete so that City can occupy and use the project or a portion thereof for its intended purposes.

Supplier means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CMAR or with any subcontractor to furnish materials or equipment to be incorporated in the construction phase work by CMAR or any subcontractor.

Total Float means the number of days by which the pre-construction phase services or construction phase work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the project schedule.

Work means the entire completed construction, or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the contract documents for the construction phase.

Work Product means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all "architectural work" and "works made for hire" as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

ARTICLE 2 – BASIC PRE-CONSTRUCTION PHASE SERVICES

2.1 GENERAL

2.1.1 The CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this contract, to the satisfaction of the City's project manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in the Denver, Colorado Metropolitan Area would exercise at such time and under similar conditions. The CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices. The services provided under this agreement shall not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the project team, the CMAR shall provide to the City and Design Professional at design submittal milestones (i.e. 30%, 60%, 90%, 100% design completion) a written evaluation of the City's project program and project budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CMAR shall attend project team meetings which may include, but are not limited to, weekly, biweekly, or monthly project management meetings, project workshops, special project meetings, value engineering meetings, contract documents rolling reviews and partnering sessions.

2.1.4 The CMAR shall provide pre-construction phase services, described herein, in a proactive manner and consistent with the intent of the most current drawings and specifications. The CMAR shall promptly notify the City in writing whenever the CMAR determines that any drawings or specifications are inappropriate for the project and/or cause changes in the scope of work requiring an adjustment in the cost estimate, project schedule, GMP proposal and/or in the contract time for the work, to the extent such are established.

2.1.5 The CMAR, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings germane to the project, and shall provide drawings, schedule diagrams, budget charts and other materials describing the project when their use is required or appropriate in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CMAR shall prepare a Construction Management Plan ("CMP"), which shall detail but not necessarily be limited to the CMAR's determinations concerning: (a) project milestone dates and the project schedule, including the broad sequencing of the design and construction of the project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast tracking and/or phasing the construction, (d) the number of separate sub-agreements to be awarded to subcontractors and suppliers for the project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each project team member's responsibilities and roles.

2.2.2 The CMAR shall add detail to its previous version of the CMP to keep it current throughout the pre-construction phase, so that the CMP is ready for implementation at the start of the construction phase. Updates of the CMP may take into account (a) revisions in drawings and specifications; (b) the CMAR's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, design professional or the CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) a requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "project schedule" is to identify, coordinate and record the tasks and activities to be performed by all the project team members and then for the project team to utilize the

deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the project. Each project team member is responsible for its compliance with the project schedule requirements. The CMAR shall, however, develop and maintain the "project schedule" on behalf of and to be used by the project team based on input from the other project team members. The project schedule shall be consistent with the most updated CMP. The project schedule shall use the Critical Path Method (CPM) technique, unless the City requests otherwise in writing. The CMAR shall use scheduling software to develop a project schedule that is acceptable to the City. The project schedule shall be presented in graphical and tabular reports as agreed upon by the project team. If project phasing as described below is required, the project schedule shall indicated milestone dates for the phases. The project schedule's activities shall directly correlate with the Schedule of Values specified herein.

2.3.2 The CMAR shall include and integrate in the project schedule the services and activities required of the City, design professional and CMAR including all construction phase activities. The project schedule shall detail activities to the extent required to show (a) the coordination between conceptual design and various pre-construction phase documents, (b) separate long-lead procurements, if any, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to subcontractors and suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed work by the City. The project schedule shall include by example and not limitation, proposed activity sequences and durations for design, preparation and procession of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases noting time sensitive activities (i.e. turf grow in, canal dry ups, etc.), total float for all activities, relationships between activities, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates for substantial completion and when the work shall be ready for final acceptance.

2.3.3 The CMAR shall update and maintain the project schedule throughout the pre-construction phase to ensure that it shall not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase work. The CMAR shall provide updates and/or revisions to the project schedule for use by the project team, whenever required, but not less often than at the weekly, biweekly or monthly project team meetings as determined in the scope and pre-construction phase contract. The CMAR's updates/revisions shall include a narrative describing its analysis of the progress achieved to-date (as compared to the planned progress), any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.4 The CMAR's services described in this Agreement must be performed by CMAR in strict accordance with the project schedule. Failure on the part of CMAR to adhere to the project schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient ground for termination for cause of this Agreement by City.

2.3.5 Project Phasing: If phased construction is deemed appropriate and the City and design professional approve, the CMAR shall review the design and make recommendations regarding the phased issuance of construction documents to facilitate phased construction of the work, with the objective of reducing the project schedule and/or cost of the work. The CMAR shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CMAR shall periodically evaluate the availability of labor, materials/equipment, and building systems; cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP proposals and/or the project schedule.

2.4.2 The CMAR shall identify, in conjunction with the project team, those additional surface and subsurface investigations that are required to provide the necessary information for the CMAR to construct the project. After completion of pre-construction phase services, the CMAR may provide additional investigation to improve the adequacy and completeness of the site condition information and data made available with the construction documents. The CMAR may be responsible for the time and cost required to obtain such additional investigations, except if otherwise provided by specific additional services.

2.4.3 The CMAR shall meet with the project team as required to review designs during their development. The CMAR shall be familiar with the evolving documents through the various design phases. The CMAR shall proactively advise the project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. The CMAR shall advise the project team of proposed site improvements, excavation and foundation considerations, as well as any concerns regarding coordination of the drawings and specifications. The CMAR shall proactively recommend cost effective alternatives throughout the project.

2.4.4 The CMAR shall routinely conduct constructability and biddability reviews of the drawings and specifications as necessary to satisfy the needs of the project team. The reviews shall attempt to identify all discrepancies and inconsistencies in the construction documents, especially those related to clarity, consistency, and coordination of work of subcontractors and suppliers.

2.4.5 Constructability Reviews: The CMAR shall evaluate whether (a) the drawings and specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the drawings and specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of work required by or inferable from the drawings and specifications are practicable, and (g) the design addresses efficiency issues such as access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar issues.

2.4.6 Biddability Reviews: The CMAR shall check cross-references with complementary drawings and sections within the specifications, and in general evaluate whether (a) the drawings and specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well in similar installations, (c) the design provides as-built data, (d) specifications include alternatives in the event a requirement cannot be met in the field, and (e) the project is likely to be subject to differing site conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities, and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the work.

2.4.7 The CMAR shall provide the results of the constructability and biddability reviews to the project team in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the drawings and specifications with notations and recommendations made on the drawings, specifications and other documents. If requested by the City, the CMAR shall meet with the project team to discuss and review reports.

2.4.8 The CMAR's constructability and biddability reviews shall be from a contractor's perspective, and though it will serve to reduce the numbers of Requests for Information (RFIs) and changes during the construction phase, responsibility for the drawings and specifications shall remain with the design professional and not the CMAR.

2.4.9 Notification of Variance or Deficiency: It shall be the CMAR's responsibility to assist the design professional in ensuring that the construction documents are in accordance with all applicable laws, statutes, ordinances, building codes, rules and regulations. If the CMAR recognizes that portions of the construction documents are at variance or deficient with reference to any applicable laws, statutes, ordinances, building codes, rules and regulations it shall promptly notify the project team in writing, describing the apparent variance or deficiency.

2.4.10 Alternate Systems Evaluations: Using value engineering principles, the project team shall routinely identify and evaluate alternate systems, approaches, and design changes that have the potential to reduce project costs while still delivering a quality and functional product. If the project team agrees, the CMAR, in cooperation with the design professional, shall perform a cost/benefit analysis of the alternative and submit it in writing to the project team. The project team will decide which alternatives will be incorporated into the project. The design professional shall have full responsibility for the incorporation of the alternatives into the drawings and specifications. The CMAR shall include the cost of the alternatives into the cost estimate and any GMP proposals.

2.5 COST ESTIMATES

2.5.1 Within thirty (30) days after receipt of the documents for the various design phases, the CMAR shall provide a detailed cost estimate review and a written review of the documents. The design professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached the City shall make the final determination.

2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's project budget, the CMAR shall make appropriate recommendations on cost cutting ideas, methods or alternative materials to the project team that the CMAR believes will bring the project back into the project budget.

2.5.3 In addition to milestone estimates, the CMAR shall periodically provide a tracking report that identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the CMAR's responsibility to keep the project team informed as to the major trend changes in costs relative to the City's budget.

2.5.4 The CMAR shall provide the City with a preliminary "cash flow" projection based upon historical resources of similar projects to assist the City in the financing process at the time of the submittal of the GMP and at any other time requested by the City.

2.6 GUARANTEED MAXIMUM PRICE ("GMP") PROPOSALS

2.6.1 The proposed GMP for the entire work (or portions thereof) shall be presented in a format acceptable to the City. The City may request a GMP proposal for all or any portion of the project at any time during the pre-construction phase. Any GMP proposal submitted by the CMAR shall be based on and consistent with the current updated cost estimate at the time of the request and the associated estimates for

construction costs, and include any clarifications or assumptions upon which the GMP proposal(s) are based.

2.6.2 GMP Proposals for the entire project shall be the sum of the maximum cost of the work, and include the CMAR's construction fee, general conditions fee, and contractor's contingency. The CMAR guarantees to complete the project at or less than the final approved GMP proposal amount (i.e. the contract amount for the construction phase contract) and agrees that it shall be solely responsible for any difference between the actual cost of work and that amount.

2.6.3 The CMAR, in preparing any GMP proposal, shall obtain from the design professional, three sets of signed, sealed, and dated plans and specifications (including all addenda). The CMAR shall prepare the GMP proposal in accordance with the City's request for GMP proposal requirements based on the most current completed plans and specifications at that time. The CMAR shall mark the face of each document of each set upon which its proposed GMP is based. The CMAR shall send one set of those documents to the City's project manager, keep one set, and return the third set to the design professional.

2.6.4 An updated project schedule shall be included with any GMP proposal that reflects the scope of work shown in the current set of design documents upon which the GMP proposal(s) is based. Any such project schedule updates shall continue to comply with the requirements of section 2.3.

2.6.5 In the event the CMAR desires to maintain a contractor's contingency allowance within the GMP, the criteria for development of that allowance, and the permitted uses of the allowance, must be approved by the City in writing. The terms and conditions regarding use of the allowance during the construction phase shall be established by the City and reflected in the contract for that phase of the project.

2.6.6 If the construction contract is negotiated as a not-to-exceed amount, all GMP savings (including, without limitation, any unused contingency allowance) resulting from a lower actual project cost than anticipated by the CMAR shall revert to the City.

2.7 GMP PROPOSAL(S) REVIEW AND APPROVAL

2.7.1 The CMAR shall meet with the project team to review each GMP proposal and the written statement of its basis. In the event the project team discovers inconsistencies or inaccuracies in the information presented, the CMAR shall make adjustments as necessary to the GMP proposal, its basis, or both.

2.7.2 The City, upon receipt of any GMP proposal from the CMAR, may submit the same documents that were used by the CMAR in developing its GMP to an independent third party or to the design professional for review and verification. The third party (or design professional) will develop an independent estimate of the cost of work and review the project schedule for the associated scope of the GMP proposal.

2.7.3 If the CMAR's GMP proposal is greater or far less than the independent third party estimate, as determined by the City, the City may require the CMAR to reconfirm its GMP proposal. Following receipt of a written request from the City, the CMAR shall (i) accept the independent third party's (or design professional's) estimate for the cost of work as part of its GMP or (ii) present a report, at an in-person meeting with the City and design professional, within seven (7) days, identifying, explaining and substantiating the differences. The CMAR may be requested to, or may at its own discretion, submit a revised GMP proposal for the City's consideration. At that time the City may do one of the following:

(a) Accept the CMAR's original or revised GMP proposal, if within the City's budget, without comment;

(b) Accept the CMAR's original or revised GMP proposal that exceeds the City's budget, and indicate in writing to the CMAR that the project budget has been increased to fund the difference; or

(c) Reject the CMAR's original or revised GMP proposal because it exceeds the City's budget or the independent third party's estimate; in which event, the City may terminate this contract and/or elect to not enter into a separate contract with the CMAR for the construction phase associated with the scope of work reflected in the GMP proposal.

2.7.4 If during the review and negotiation of GMP proposals design changes are required, the City shall authorize and cause the design professional to revise the construction documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP proposal. Such revised construction documents shall be furnished to the CMAR. The CMAR shall promptly notify the project team if any such revised construction documents are inconsistent and with the agreed-upon assumptions and clarifications.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 Prior to submission of a GMP, the CMAR may select subcontractors and major suppliers based on qualifications only or by competitive bid.

(a) Selection by qualifications only: The City may approve the selection of a subcontractor or major supplier based only on their qualifications when the City agrees that it is in the project's best interest and approves the selected subcontractor or major supplier. Qualification-based selection of subcontractors and major suppliers may only occur prior to the submittal of the GMP proposal.

(b) The CMAR shall prepare a subcontractor / major supplier selection plan and submit the plan to the City for approval. The CMAR shall apply the plan in the evaluation of the qualification of a subcontractor or major supplier and provide the City with its review and recommendation.

(c) The CMAR shall negotiate costs for services/supplies from each subcontractor and major supplier selected under this method.

(d) The CMAR shall identify all portions of the work the CMAR desires to self-perform.

(e) All documents prepared by CMAR for purposes of requesting or soliciting qualifications or competitive bids are public records and must be made available for public inspection pursuant to the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.

2.8.2 Selection by competitive bid and qualifications: All work shall be competitively bid unless a subcontractor or major supplier was selected by qualifications only. Competitive bids may occur prior to or after the GMP proposal(s).

(a) The CMAR shall develop subcontractor or major supplier interest; submit the names of a minimum of three qualified subcontractors or major suppliers for each trade in the project to the City for approval; and solicit bids from various work categories. If there are not three qualified subcontractors or major suppliers available for a specific trade or there are extenuating

circumstances warranting such, the CMAR may request the City's approval to submit less than three names. The foregoing shall not apply to work categories the CMAR has indicated the CMAR desires to self-perform. No change in the City-approved subcontractors and major suppliers shall be allowed without the City's prior written approval.

(b) If the City objects to any nominated subcontractor or major supplier, or to any self-performed work for good reason, the CMAR shall nominate a substitute subcontractor or major supplier.

2.8.3 The CMAR shall distribute drawings and specifications, and when appropriate, conduct a prebid conference with prospective subcontractors and major suppliers.

2.8.4 *[Intentionally Omitted.]*

2.8.5 The CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CMAR, in addition to bid price, may consider the following factors: past performance on similar projects; qualifications and experience of personnel assigned; quality management plan; approach or understanding of the work to be performed; and performance schedule to complete the work. The final evaluation of subcontractor and major supplier bids shall be done with a City representative in attendance to observe and witness the process. The CMAR shall resolve any subcontractor or major supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the work. All bids are public records and must be made available for public inspection pursuant to the Colorado Open Records Act, § 24-72-200.1, *et seq.*, C.R.S.

2.8.6 Within fifteen (15) days after subcontractor or major supplier bid opening, the CMAR shall prepare a list of recommended subcontractors or major suppliers for each category of work for the City's review and approval. For each sub-agreement, the list shall detail (a) the amount of the subcontractor bid or major supplier and the corresponding subcontractor or major supplier; (b) the sum of subcontractor or major supplier bids received for all intended sub-agreements; and (c) the type and cost of trade work that the CMAR intends to self-perform, if any.

2.8.7 Upon prior City approval of all subcontractors and/or major suppliers, the CMAR shall submit a summary report to the City of the selection process. The report shall indicate the subcontractors and/or major suppliers contacted to determine interest, the subcontractors and/or major suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors and/or major suppliers for each category of work.

2.8.8 The approved subcontractors and major suppliers shall provide a schedule of values with their bid proposals, which shall be used to create the overall project schedule of values.

2.8.9 If after receipt of sub-bids or after award of subcontractors and/or major suppliers, the City objects to any nominated subcontractor or to any self-performed work for good reason, the CMAR shall nominate a substitute subcontractor or major supplier from the list of subcontractors and/or major suppliers who submitted bids for the work affected, if such option is still available. Once the City approves the substitute subcontractors and major suppliers, the CMAR's proposed GMP for the work or portion thereof shall be correspondingly adjusted to reflect any higher or lower costs from such substitution.

2.8.10 After receipt of the Notice of Intent to Award, the City shall promptly conduct a pre-award conference with the CMAR and other project team members. At the pre-award conference the CMAR shall (a) review

the nominated slate of subcontractors and/or major suppliers and discuss any City concerns with or objections to the nominated subcontractors and/or major suppliers; (b) discuss City concerns relating to any proposed self-performed work; (c) review the CMAR's proposed contract price for the work during the construction phase; (d) discuss the conditions, if any, under which the City shall agree to leave any portion of the remaining contractor's contingency within the contract price for the construction phase work; (e) resolve possible time frames for the date of commencement of the contract time for the construction phase of the work; (f) schedule the pre-construction conference; and (g) discuss any other matters of importance.

2.9 CONSTRUCTION PHASE

2.9.1 If City accepts CMAR's original or revised GMP Proposal, CMAR and City will enter a Construction Services Agreement for Construction of the Project based upon CMAR's Pre-Construction Services performed and GMP proposal accepted by the City pursuant to this Agreement, in substantially the form of the construction contract template attached to the RFQ/P pursuant to which CMAR submitted its proposal to perform the services contemplated under this Agreement. All of CMAR's obligations, duties and warranties in relation to Pre-Construction Services and deliverables (including specifically the GMP proposal) survive the completion of this Agreement and will be incorporated into the Construction Services Agreement.

ARTICLE 3 – PERIOD OF SERVICES

3.1 PERIOD OF SERVICES

3.1.1 The design phase services described in this contract shall be performed by the CMAR in accordance with the most current updated project schedule. The CMAR's failure to adhere to the project schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of the contract by the City.

3.1.2 If the date of performance of any obligation or the last day of any time period provided for herein falls on a Saturday, Sunday, or a City recognized holiday, then the performance obligation shall be due and owing on the first day thereafter which is not a Saturday, Sunday or City-recognized City holiday. Except as otherwise provided herein, any required performance shall be timely made if completed no later than 5:00 p.m. (Colorado time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the pre-construction phase services fee proposal submitted by the CMAR and accepted by the City (which by reference is made a part of this contract) the City shall pay the CMAR a fee not to exceed negotiated amount dollars as follows:

For the basic services described in Article 2, the CMAR shall receive a fee not to exceed:	$ 22,315
Additional Services and allowances, as described in subsection 4.3:	$ 0

Pre-construction phase related expenses, as described in subsection 4.3.1.4.	$ 0
Total contract amount	$ 22,315

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CMAR for pre-construction phase services shall be submitted to the City on an "Application and Certificate for Payment" form and shall be accompanied by a progress report, and detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of tasks accomplished during the billing period, a listing of any deliverables submitted, and copies of any subconsultants' requests for payment, plus similar narrative and listings of deliverables associated with their work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the work effort expended on that service in the preceding month.

4.2.2 The fees for the CMAR and any subconsultants shall be based upon the hourly rate schedule included as Exhibit B attached.

4.2.3 The CMAR shall pay all sums due subconsultants for services and reimbursable expenses within fourteen (14) days after the CMAR has received payment for those services from the City.

4.2.4 The CMAR agrees that it will not submit charges or claims for costs or damages of any type for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. The City does not waive any of its legal rights by agreeing to extend the time for the CMAR to complete any services in whole or in part.

4.2.5 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL PRE-CONSTRUCTION PHASE SERVICES

4.3.1 The following additional services shall be required for the successful completion of the project. Mark-ups are not authorized and only the reimbursable items specifically identified below shall be reimbursable:

4.3.1.1 If not available within the CMAR's staff, CMAR shall secure services of a qualified individual or firm to provide design plan and specifications review as required. The CMAR shall forward invoices from the individual or firm to the City for payment of costs. The cost of such services shall not exceed $ 0 without prior written approval of the project manager.

4.3.1.2 All cost estimating services required under this Agreement shall be provided "in house" by the CMAR.

4.3.1.3 If approved by the City, the CMAR shall provide services related to evaluations of and recommendations for long lead-time procurements to meet the project schedule requirements. The cost for such services shall not exceed $ 0 without prior written approval of the project manager.

4.3.1.4 When previously authorized by the project manager in writing, the CMAR shall be entitled to reimbursement at cost of pre-construction phase services related expenses incurred for the following items:

(a) Reasonable charges for air transportation, ground travel, authorized expenses while traveling shall be reimbursable in accordance with the GSA Travel Management Policies. The CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed $ 0 without prior written approval of the project manager.

(b) Long-distance telephone and long-distance facsimile costs incurred on behalf of the project shall be reimbursed. These costs shall not exceed $ 0 without prior written approval of the project manager.

(c) Non-overhead printing expenses incurred including the printing of construction documents for bidding, courier services or other project-related services that may be requested by the City. The cost of such service shall not exceed $ 0 without prior written approval of the project manager.

ARTICLE 5 – CITY'S RESPONSIBILITIES

5.1 CITY RESPONSIBILITIES

5.1.1 The City, at no cost to the CMAR, shall furnish the following information:

5.1.1.1 One copy of data the City determines pertinent to the work. However, the CMAR shall be responsible for searching the records and requesting information it deems reasonably necessary for the project.

5.1.1.2 All available data and information pertaining to relevant policies, standards, criteria, and studies.

5.1.1.3 The name of the City employee or City's representative who will serve as project manager during the term of this agreement. The project manager has the authority to administer this contract and monitor the CMAR's compliance with all terms and conditions stated herein. The project manager has the authority to approve the project budget and project schedule. All requests for information from or decisions by the City on any aspect of the work or deliverables shall be directed to the project manager.

5.1.1.4 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the project. The scope of services for the design professional shall be provided to the CMAR for its information. The CMAR shall have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and design professional.

5.1.1.5 Supply all available copies of programs, reports, drawings, and specifications reasonably required by the CMAR.

5.1.1.6 Give written notice to the CMAR when the City becomes aware of any default or defect in the project or non-conformance with the drawings and specifications.

5.1.1.7 Notify the CMAR of changes affecting the budget allocations.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City ownership of project documents: All work product (electronically or manually generated) including but not limited to cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared in the performance of this contract (collectively referred to as project documents) shall be the property of the City and are to be delivered to the project manager before the final payment is made to the CMAR. Nonetheless, in the event these project documents are altered, modified or adapted without the consent of the CMAR, which consent the CMAR shall not unreasonably withhold, the City agrees to hold the CMAR harmless to the extent permitted by law, from any liability arising out of or resulting from the City's alteration, modification or adaptation of the project documents.

6.1.2 CMAR to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CMAR, its subconsultants or personnel, during the course of performing this contract or arising out of the project shall belong to the CMAR.

6.1.3 License to City for Reasonable Use: The CMAR hereby grants, and shall require its subconsultants to grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the project documents, works or deliverables developed or created for the project and this contract. This license shall also include the making of derivative works.

6.1.4 Documents to Bear Seal: When applicable and required by Colorado law, the CMAR and its subconsultants shall endorse by a Colorado professional seal all plans, works and deliverables prepared by them for this contract.

6.1.5 City Marks/Logos: All City trade names, trademarks, service marks, websites, and/or logos belong to the City and may not be used in any advertising, promotions, or otherwise, without the prior written consent of the City.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

6.2.1 The CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction phase deliverables prepared or compiled pursuant to its obligations under this contract and shall at its sole own expense correct its work or deliverables to the City's sole satisfaction. The fact that the City has accepted or approved the CMAR's work or deliverables shall in

no way relieve the CMAR of any of its responsibilities under the contract, nor does this requirement to correct the work or deliverables constitute a waiver of any claims or damages otherwise available by law to the City.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of work or a deliverable results in a substantial change to the character of the work under the contract, thereby materially increasing or decreasing the scope of services, cost of performance, or project schedule, the work or deliverable shall nonetheless be performed as directed by the City. However, before any altered or modified work begins, a change order or amendment shall be approved and executed by the City and the CMAR. Such change order or amendment shall not be effective until approved by the City in writing. In the event of additions to, modifications of, or deletions from the project, the compensation to be paid to the CMAR may accordingly be adjusted by the prior mutual agreement of the contracting Parties. No claim for extra work done or materials furnished by the CMAR shall be allowed by the City except as provided herein, nor shall the CMAR do any work or furnish any material(s) not covered by contract unless such work or material is first authorized in writing by the project manager. Work or material(s) furnished by the CMAR without prior written authorization shall be at the CMAR's sole cost and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this contract are confidential, proprietary information belonging to the City.

6.4.3 The CMAR shall not divulge data to any third party without the prior written consent of the City. The CMAR shall not use the data for any purposes except to perform the services required under this contract. These prohibitions shall not apply to the following data provided the CMAR has first given the required notice to the City:

6.4.3.1 Data which was known to the CMAR prior to its performance under this contract unless such data was acquired in connection with work performed for the City;

6.4.3.2 Data which was acquired by the CMAR in its performance under this contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data which is required to be disclosed by the CMAR by virtue of law, regulation, or court order.

6.4.4 In the event the CMAR is required or requested to disclose data to a third party, the CMAR shall first notify the City project manager of the request or demand for data. The CMAR shall timely give the City

sufficient facts to give the City a meaningful opportunity to consent to the disclosure or to take action that the City deems appropriate to protect the data from disclosure.

6.4.5 Within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the City the CMAR shall deliver a copy of all related data to the City. All data shall continue to be subject to the confidentiality agreements of this contract.

6.4.6 The CMAR assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CMAR, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm.

6.5 PROJECT STAFFING

6.5.1 The CMAR has submitted to the City as part of its proposal an organization chart for the CMAR's staff and subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications/Bids, that will be performing the services under this Agreement. In the event the CMAR desires to change any key personnel, the CMAR shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director and those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CMAR shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this contract throughout the period of those services. If the City objects to any of the CMAR's staff based on reasonable cause, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the project and replace with new personnel acceptable to the City.

6.5.3 The CMAR's obligations pursuant to subsections 6.5.1 and 6.5.2 shall be performed at the CMAR's sole cost. Without limiting the generality of the foregoing, should any of the CMAR's key personnel be replaced, and should such replacement require the City, design professional, or the CMAR to undertake additional reevaluations, coordination, orientations, etc., the CMAR shall be fully responsible for all such additional costs and services.

6.6 SUBCONSULTANTS

6.6.1 Prior to the beginning the work, the CMAR shall provide the City with the names of all subconsultants to be used on this project for the City's approval. Subsequent changes in subconsultants shall be subject to the City's approval.

6.6.2 If the City objects to any of the CMAR's subconsultants based on reasonable cause, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the project and replace with new personnel acceptable to the City, at no cost to the City. The City will have no contractual relationship and will not work directly with subconsultants.

6.7 INDEPENDENT CONTRACTOR

6.7.1 The CMAR is and shall be an independent contractor and whatever measure of control the City exercises over the work performed pursuant to the contract shall be as to the results of the work only. No provision

in this contract shall give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the work. Each Party shall act in its individual capacity and not as an agent, employee, partner, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. **CMAR 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. CMAR is not entitled to worker's compensation benefits except as may be provided by the CMAR nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the CMAR or some entity other than the City.**

6.7.2 The CMAR 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.

6.7.3 The CMAR has and retains control of and supervision over the performance of the CMAR's obligations hereunder and control over any persons employed by the CMAR for performing the services hereunder.

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

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

6.7.6 The CMAR 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.

6.7.7 All services are to be performed solely at the risk of the CMAR and the CMAR shall take all precautions necessary for the proper and sole performance thereof.

6.7.8 The CMAR 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.

6.8 TERMINATION

6.8.1 The City reserves the right, at its sole discretion and without cause, to terminate or abandon any or all services provided for in this contract or terminate or abandon any portion of the project for which any services have been performed by the CMAR upon thirty (30) days written notice to the CMAR.

6.8.2 In the event the City terminates any or all of the services or any part of the services, upon receipt of written notice of the termination the CMAR shall immediately discontinue work and take all reasonable steps to minimize the incurrence of costs allocable to the work under this contract.

6.8.3 The CMAR, upon such termination, shall promptly deliver to the City all reports, estimates and other work or deliverables entirely or partially complete, together with all unused materials supplied by the City.

6.8.4 The CMAR shall appraise the work completed and submit an appraisal to the City for evaluation. The City shall have the right to inspect the CMAR's work or deliverable to appraise the work completed.

6.8.5 The CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination. The fee shall be paid in accordance with Article 4 of this contract, and shall be an amount mutually agreed upon by the CMAR and the City. If there is no mutual agreement, the final determination shall be made in accordance with paragraph 6.9, "Disputes." However, in no event shall the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work." The City shall make the final payment within sixty (60) days after the CMAR has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this contract or the duties required therein, the final determination at the administrative level shall be made by the City's Director of Public Works.

6.10 WITHHOLDING PAYMENT

6.10.1 To the extent permitted by law, the City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CMAR, until such time that a final settlement on those claims has been reached between the parties.

6.11 RECORDS/AUDIT

6.11.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City and its authorized representatives reserve the right to audit the CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this contract and any change orders. The City reserves the right to decrease the contract amount and/or payments made on this contract if, an audit of the CMAR's records shows that the CMAR has provided false, misleading or inaccurate cost and pricing data.

6.11.2 The CMAR shall include a provision similar to paragraph 6.11.1 in all of its agreements with subconsultants, subcontractors, and suppliers providing services under this contract to ensure the City and its authorized representatives have access to the subconsultants', subcontractors', and suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease the contract amount and/or payments made on this contract if the above provision is not included in subconsultant, subcontractor, and supplier contracts, or if one or more of those parties does not allow the City to audit its records to verify the accuracy and appropriateness of pricing data.

6.12 NOTICES

6.12.1 Unless otherwise provided herein, all notices and demands under this contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the postmarked date if sent by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Jordan Jefferies, Project Manager City of Louisville 749 Main Street Louisville, CO 80027
To CMAR:	Ian Mestdagh, Project Manager ECI Site Construction Management, Inc. 2526 14th St SE Loveland, CO 80537
To Design Professional:	John Beggs, Project Manager RVi, Inc. 506 South College Ave Fort Collins, CO 80524

6.13 COMPLIANCE WITH LAWS; CODE OF ETHICS

6.13.1 CMAR 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.

6.13.2 CMAR 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. CMAR agrees to abide by the gift restrictions of the City's Code of Ethics.

6.13.3 CMAR will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. CMAR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. CMAR 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.

6.13.4 CMAR shall be in compliance with the applicable provisions of the American with Disabilities Act 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.

6.14 CONFLICT OF INTEREST

6.14.1 To evaluate and avoid potential conflicts of interest, the CMAR shall provide written notice to the City of any work or services performed by the CMAR for third parties that may involve or be associated with

any real property or personal property owned or leased by the City. Such notice shall be given seven (7) business days prior to commencement of the project by the CMAR for a third party, or seven (7) business days prior to an adverse action as defined below.

6.14.2 Actions considered to be adverse to the City under this contract include but are not limited to:

6.14.2.1 Using data as defined in the contract, acquired in connection with this contract to assist to third party in pursuing administrative or judicial action against the City;

6.14.2.2 Testifying or providing evidence on behalf of any person in connection with administrative or judicial action against the City;

6.14.2.3 Using data to produce income for the CMAR or its employees independently of performing the services under this contract, without the prior written consent of the City.

6.14.3 The CMAR represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CMAR under this contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.14.4 The CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this contract.

6.15 CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE

6.15.1 Prior to performing any work, the CMAR must provide to the City project manager its contractor's license classification and number, its City of Louisville contractor's license number, and its Federal Tax I.D. number.

6.16 SUCCESSOR AND ASSIGNS

6.16.1 The City and the CMAR shall each bind itself, and its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of the other party in respect to all covenants of this contract. Neither the City nor the CMAR shall assign, delegate, sublet, or transfer its interest in this contract without the prior written consent of the other. Any assignment, delegation, sublet, or transfer without the prior consent of the City shall be void. In no event shall any contractual relationship be created or be construed to be created between any third party and the City.

6.17 THIRD PARTY BENEFICIARY

6.17.1 This contract shall not be construed to give any rights or benefits in the contract to anyone other than the City and the CMAR. All duties and responsibilities set forth in this contract shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

6.18 FORCE MAJEURE

6.18.1 Neither Party shall be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of the Party

7.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.2.1 Without limiting any of its obligations or liabilities, the CMAR, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed by the State of Colorado, and in a form reasonably satisfactory to the City. Evidence of qualified self-insured status may be substituted if reasonably satisfactory to the City. Insurance provided by CMAR shall be primary.

7.2.1.1 General Clauses

7.2.1.1.1 **Additional Insured.** Except for Workers' Compensation, Employer's Liability, and Professional Liability coverage, the City and its agents, representatives, directors, officials, employees, and officers shall be named as additional insureds on all policies for insurance coverage required by this contract.

7.2.1.1.2 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until work required to be performed under the terms of the contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this contract, at the sole discretion of the City.

7.2.1.1.3 **Primary Coverage.** The CMAR's insurance, shall be primary insurance. Any insurance carried by the City shall be excess coverage and not contributory coverage to that provided by the CMAR.

7.2.1.1.4 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

7.2.1.1.5 **Waiver.** The policies, except Workers' Compensation, Employer's Liability, and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officials, employees, and officers for any claims arising out of the work of the CMAR. The City does not waive subrogation on Workers' Compensation.

7.2.1.1.6 **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. The CMAR shall be solely responsible for any deductible and/or self-insured retentions. If required by the City, the CMAR shall post a performance bond equal to the deductible or self-insured retention.

7.2.1.1.7 **Certificates of Insurance.** Prior to commencing services under this contract, the CMAR shall furnish the City with Certificates of Insurance and additional insured endorsements, issued by CMAR'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect and that the City is endorsed as an additional insured. These documents shall identify this contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to **Jordan Jefferies**, Project Manager, City of Louisville, 749 Main Street, Louisville, Colorado 80027.

7.2.2 Workers' Compensation/Employer's Liability

7.2.2.1 The CMAR shall maintain Workers' Compensation/Employer's Liability insurance to cover obligations imposed by federal and Colorado law.

7.2.2.2 The CMAR shall require all subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CMAR.

7.2.3 Automobile Liability. The CMAR shall maintain automobile liability insurance with a combined single limit for bodily injury and property damages of not less than $1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CMAR services.

7.2.4 Commercial General Liability. The CMAR shall maintain commercial general liability insurance with an unimpaired limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this contract. The Certificate of Insurance for the commercial general liability policy shall expressly cover CMAR's indemnification obligations set forth in this contract. The general liability insurance policy may not be written on a "claims made" basis.

7.2.5 Professional Liability. The CMAR shall maintain professional liability insurance covering negligent errors and omissions arising out of the services performed by the CMAR and any of its employees, with an unimpaired limit of not less than $1,000,000 per claim and $2,000,000 in the aggregate, or 10% of the construction budget, whichever is greater. The CMAR shall require each subcontractor to secure and maintain Professional Liability insurance sufficient for the protection of the portion of the work to be performed by such subcontractor on the same basis as above. The compilation of the total required insurance coverage under this paragraph shall remain the responsibility of CMAR.

7.3 INDEMNIFICATION

7.3.1 **Personal Injury and Property Damage Claims**: The CMAR agrees to indemnify, defend, and hold harmless the City (including its officials, officers, insurers, agents, and employees) from all suits, actions, loss, damage, expense, costs or claims, of any character or any nature (including attorneys' and expert witness fees and all costs of litigation), attributable to bodily injury, sickness, disease, death, or injury to or destruction arising out of, or alleged to have arisen out of, any negligent act, omission or work done by the CMAR and/or its employees, suppliers, subcontractors, and/or subconsultants, in fulfillment of the terms of this contract. The CMAR further agrees to indemnify, defend, and hold harmless the City (including its officials, officers, insurers, agents, and employees) from any claim or amount giving rise to a recovery under workers' compensation laws, or arising out of the failure of the CMAR (and/or its employees, suppliers, subcontractors and/or subconsultants) to conform to applicable and appropriate statutes, ordinances, regulations, laws, court orders, or professional standards. The CMAR's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act or omission of the City; except that, it is the intent of the parties to this contract that the City shall be indemnified and held harmless by the CMAR even in those instances where it is alleged that the City was at fault in reviewing, accepting or approving the plans, specifications or work product provided by CMAR for the project; provided

that, the City shall not be indemnified, or held harmless by CMAR if the City directed the CMAR to include in the plans, specifications or work product the element(s) which is the basis for any such suit, action or claim and the CMAR recommended, in writing, that such element(s) not be included in the plans, specifications or work product. It is agreed that, in those situations where the CMAR is obligated to indemnify and hold harmless the City, the CMAR shall be responsible for primary loss investigation, defense, and judgment costs. In all other situations, each party shall be responsible for its own primary loss investigation, defense and judgment costs. The defense, indemnity, and hold harmless provisions of this Agreement will survive expiration or termination of this Agreement.

7.4 INTEGRATION

7.4.1 This contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter addressed herein is hereby superseded.

IN WITNESS WHEREOF, the person signing this Agreement below, warrants that they have full authority to do so and that their signatures shall bind the parties for which they sign, and the parties hereto enter into this Agreement on the date first above written.

CITY OF LOUISVILLE,

a Colorado Municipal Corporation

By:_____
Chris Leh, Mayor

Attest:_____
Genny Kline, City Clerk

CMAR:

ECI SITE CONSTRUCTION MANAGEMENT, INC

By:_____

Title: PRESIDENT / CEO

EXHIBIT A
DOWNTOWN FRONT & CENTER PROJECT

Pre-Construction Services
Scope of Services

SITE CONSTRUCTION MANAGEMENT

City of Louisville Downtown Streetscapes Project - Phase 1 Scope Narrative

Phase 1A -Pre-Construction

1. **Kick-off Meeting (April 2025)**
   Assumes a one meeting that would include all members of the construction and pre-construction team from ECI. The goal of this meeting would be to make full team introductions, understand stakeholder's goals, communicate schedule expectations, and budget expectations for the project
2. **Pre-Construction Meetings (April 2025 – September 2025)**
   These meetings are assumed to be held bi-weekly for the duration of April 2025 – September 2025 and approximately and hour in duration. The pre-construction team will facilitate the correct construction and/or estimating personnel to attend these meetings based on agenda items and scope discussions.
3. **Sequencing of Construction/Scheduling**
   The pre-construction team will develop and deliver a construction schedule that details the planned activities for Phase 1A. This will include permitting, material procurement, and site construction/installation.
4. **Cost Estimating/Value Engineering**
   ECI will prepare a cost estimate for Phase 1B which is assumed to consist of primarily wayfinding signage. Through the development of this cost estimate ECI will prepare value engineering options for the team's review.

Phase 1B – Pre-Construction

1. **Pre-Construction Project Meetings (July 2025 – September 2026)**
   These meetings are assumed to be held bi-weekly for the duration of July 2025 – August 2026 and approximately an hour in duration. The pre-construction team will facilitate the correct construction and/or estimating personnel to attend these meetings based on agenda items and scope discussions. The team will provide constructability insights, pricing implications, and schedule implications as the design team refines project design and specifications.
2. **Site Investigation**
   This activity assumes up to 3 site visits approximately 2 hours in duration to identify risks and site constraints based on the evolution of the design documents. These meetings will include the pre-construction team along with the project superintendent.
3. **Design Milestone Meetings (30%, 60%, 90%, 100%, GMP)**
   These meetings are assumed to occur at each design milestone to allow the design team to present the design at each milestone, approximately 2 hours is planned for each meeting. ECI plans to have both the pre-construction and construction team members at this meeting.
4. **Cost Estimating/Value Engineering/Technical Review/Assemble GMP**

2526 14TH STREET SE, LOVELAND, CO 80537
PO BOX 2135, LOVELAND, CO 80539
970-669-6291 | ECISITE.NET

ECI will prepare an opinion of probable cost at each design milestone along with a trend log that will show changes through the design evolution. These estimates will be itemized on a schedule of values and presented to the team. Along with the schedule of values the team will provide value engineering along with constructability analysis throughout the design process and pricing deliverables.

5. **Procurement Process – Prepare/Submit Final GMP**

   ECI will work with the City to prepare the required bid requirements along with suggestions for best value selections of subcontractors and material suppliers. These results will be presented along with an GMP proposal to the City.

EXHIBIT B
DOWNTOWN FRONT & CENTER PROJECT

Pre-Construction Services
Not To Exceed Hourly Billing

LOVELAND, CO 80539
PH: 970.669.6291
FAX: 970.669.6411
www.ecisite.net

PROJECT:	City of Louisville Downtown Streetscape Project - Phase 1	DATE:	4/3/2025

PHASE 1 - PRE-CONSTRUCTION SERVICES

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1) Phase 1 Project Meetings/ Estimating/ Concept Refinement					
	Project Kickoff Meeting with Project Team - April 2025				
1	Attend Kickoff Meeting - Tyler Hitchcock, Superintendent; Ian Mestdagh, Pre-Con; Sarah Evans, Pre-Con; Anna Hoehn, PM; Jay Burgess, Estimator	EA	1	$ 200.00	$ 200.00
PHASE 1A	**Pre-Construction Project Meetings (Phase 1A) - Bi-Weekly April 2025- Sept. 2025 based on Preliminary Contract Time/ Schedule and Addendum #1**				
6A	Attend Meetings- Sarah Evans, Pre-Con	HR	15	$ 100.00	$ 1,500.00
6B	Attend Meetings- Anna Hoehn, PM	HR	15	$ 95.00	$ 1,425.00
6C	Attend Meetings- Jay Burgess, Estimator	HR	15	$ 80.00	$ 1,200.00
6D	Travel Time for In Person/ Teams Meetings	HR	4	No Cost	No Cost
PHASE 1A	**Sequencing of Construction/ Scheduling**				
8a	Develop Comprehensive Schedule outlining phased Civil and Architectural Const. - Sarah Evans	HR	12	No Cost	No Cost
PHASE 1A	**Cost Estimating/ Value Engineering/Technical Review and Analysis**				
9A	Value Engineering Suggestions/Review/Cost Analysis- Jay Burgess	HR	32	No Cost	No Cost
PHASE 1B	**Pre-Construction Project Meetings (Phase 1B) - Bi-Weekly July 2025- Aug. 2026 based on Preliminary Contract Time/ Schedule and Addendum #1**				
2A	Attend Meetings- Sarah Evans, Pre-Con	HR	20	$ 100.00	$ 2,000.00
2B	Attend Meetings- Anna Hoehn, PM	HR	20	$ 95.00	$ 1,900.00
2C	Attend Meetings- Jay Burgess, Estimator	HR	20	$ 80.00	$ 1,600.00
2D	Travel Time for In Person/ Teams Meetings	HR	10	No Cost	No Cost
PHASE 1B	**Site Investigation (Phase 1A/1B)**				
3A	Site Investigation/ Logistics - Ian Mestdagh PE	HR	6	$ 110.00	$ 660.00
3B	Site Investigation/ Logistics - Sarah Evans PE	HR	6	$ 100.00	$ 600.00
3C	Site Investigation/ Logistics - Tyler Hitchcock	HR	6	$ 90.00	$ 540.00
PHASE 1B	**Design Milestone Meetings 30%,60%,90%, 100% GMP (Phase 1B)**				
7A	Attend Meetings- Ian Mestdagh, Pre-Con	HR	12	$ 110.00	$ 1,320.00
7B	Attend Meetings- Sarah Evans, Pre-Con	HR	12	$ 100.00	$ 1,200.00
7C	Attend Meetings- Anna Hoehn, PM	HR	12	$ 95.00	$ 1,140.00
7D	Attend Meetings- Jay Burgess, Estimator	HR	12	$ 80.00	$ 960.00
7E	Travel Time for In Person/ Teams Meetings	HR	16	No Cost	No Cost
PHASE 1B	**Cost Estimating/ Value Engineering/Technical Review and Analysis/ Assemble GMP (Phase 1A)**				
4A	Value Engineering Suggestions/Review/Cost Analysis- Jay Burgess	HR	32	$ 80.00	$ 2,560.00
4B	Value Engineering Suggestions/Review/Cost Analysis- Sarah Evans	HR	8	$ 100.00	$ 800.00
PHASE 1B	**Procurement Process - Prepare/ Submit Final GMP**				
10A	Recommend Procurement Process/ Facilitate Bid Process - Jay Burgess	HR	32	$ 80.00	$ 2,560.00
10B	Subcontractor Negotiation/ Review/Cost Analysis- Anna Hoehn/ Jay Burgess	HR	18	No Cost	No Cost
10C	Reimbursable/ Plans/ Copies/ Misc. Travel	LS	1	$ 150.00	$ 150.00
				Pre-Construction Services Subtotal:	**$ 22,315.00**
				Grand Total Phase 1A & 1B Pre-Construction Services:	**$ 22,315.00**

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 10G

SUBJECT: **CONVERSION OF INLINE SKATING RINK TO PICKLEBALL COURTS 2025 CAPITAL IMPROVEMENT PROJECT**

DATE: **APRIL 15, 2025**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**
BRYON WEBER, PROS PROJECT MANAGER
DIANA LANGLEY, CITY MANAGER

SUMMARY:
At the March 18, 2025, Regular Meeting, City Council requested a future agenda item for a staff presentation and discussion related to the conversion of the inline skating rink to outdoor pickleball courts. This project was included as part of the 2025-2026 budget & 6-year Capital Improvement Plan approval process. Staff will present the history and status of the conversion project as proposed.

BACKGROUND:

History of the Inline Rink

The inline skating rink construction was completed in 2003 in response to the inline skating and hockey craze of the 1990s. The rink has not been programmed by the city for inline hockey for more than a decade due to a decline in leagues and lack of community participation in inline hockey program offerings. The current Parks, Recreation, Open Space, and Trails (PROST) Master Plan, which was developed in partnership with the community and adopted by City Council in 2012, identified the underutilized inline skating rink as a prime opportunity for repurposing. In 2019, in response to growing community interest, the city added pickleball lines and provided moveable nets at the inline rink to support drop-in pickleball play. Over the past five years, a demographically diverse group of players have used the rink informally for outdoor pickleball, demonstrating a sustained interest in this activity.

Project Development and Approval

The City Council's February 2024 Work Plan identified outdoor recreation amenities, including pickleball, as a medium priority. On August 20, 2024, following community input at RAB meetings and public comments received at the Recreation & Senior Center, indicating strong support for dedicated outdoor pickleball courts, a memo was submitted by the RAB to the City Council recommending the proposed project to convert the existing inline skating rink to dedicated pickleball courts. In November 2024, the City Council approved funding for the project as part of the 2025 Capital Improvement Program.

Location Considerations and Design Benefits

The inline skating rink was specifically selected after careful evaluation of potential sites throughout the city. The selected location provides a significant buffer, with the closest homes over 400 feet away. Staff have heard the concerns voiced by residents about pickleball noise and is consulting with an acoustic engineer to determine whether additional noise mediation is recommended. Repurposing the existing rink surface provides substantial cost savings estimated at more than $250,000 compared to new construction, while efficiently utilizing existing infrastructure including nearby parking, restrooms, and recreation center facilities.

Current Pickleball Facilities

Currently, there are no dedicated public pickleball courts offered by the city. In 2019, the inline skating rink was striped to accommodate five courts. In 2014/2105, three temporary courts were striped on the basketball gym floor at the Recreation & Senior Center, with use allowed during scheduled hours.

Current Project Proposal

The current project proposal involves decommissioning the rink from inline skating/hockey play, add colored surfacing and striping for five courts, install perimeter fencing for each court, and provide benches and shade amenities, as the budget allows.

ANALYSIS:
In February 2025, the city posted a project update to note the upcoming conversion of the inline skating rink to pickleball courts. The City Council and staff immediately received, and continue to receive, feedback from the public both in favor and against the project. Those opposed to the project primarily note noise concerns and the loss of the inline skating rink as a multipurpose venue. Those in favor of the project express support for dedicated outdoor pickleball courts.

There are many options as to how to proceed forward with the project, including:

- Proceed with the project as recommended, finalize the scope of work, and advertise a request for proposal/bidding opportunity later in 2025.
- Eliminate the project from this year's Capital Improvement Plan and continue status quo in maintaining the inline skating rink for multiple uses.
- Re-design the project scope to reduce the number of dedicated pickleball courts and maintain portions of the rink for hockey and/or multi-use functions with clearly defined space/surfacing for each activity.

- Delay the project until after completion of upcoming PROS Long Range Plan and allow new public input to inform decision making related to pickleball facilities in Louisville.
- Evaluate partnership opportunities with adjoining agencies and/or private pickleball facility providers to allow public use by Louisville residents.
- Evaluate other locations within the city for the construction of new pickleball facilities, recognizing that the cost for new facilities will be significantly higher than the amount budgeted for this project.

While staff identified a few options, Council or the public may have additional options to consider. Staff is requesting direction so that resources are utilized efficiently and effectively.

FISCAL IMPACT:
This project currently has $200,000 appropriated in the 2025-2026 budget. The finalized scope of work and public bidding process is yet to be completed.

SCHEDULE:
Pending City Council or City Manager direction staff intend to move forward with the finalizing of a scope of work that would be included in a competitive bidding process sometime in 2025. The construction and/or approval schedule for the project will be components of that process.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended project supports goals from the Parks & Recreation Divisions, including:

1) Parks: Providing well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that meets community needs.
2) Recreation: Promoting the physical, mental and social well-being of residents and visitors through a broad range of high quality, reasonably priced recreation and leisure activities for people of all ages, interests and ability levels.

RECOMMENDATION:
This is a Staff presentation seeking direction and discussion related to the next steps of the project.

ATTACHMENT:
1) 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**

Conversion of the Inline Skating Rink to Pickleball Courts

City Council Presentation
April 15th, 2025

Parks, Recreation & Open Space Department (PROS)

Adam Blackmore, PROS Director
Bryon Weber, PROS Project Manager
Diana Langley, City Manager



City of Louisville

Background

- **The idea of offering dedicated pickleball amenities in Louisville has been discussed for nearly 15 years, including a notation in the 2012 Parks, Recreation & Open Space Master Plan**
  - *2.2.c "Establish a process for identifying facilities that may be re-purposed so that emerging needs can be addressed without having to acquire new land. (For example, the existing in-line hockey rink might be one facility whose need and purpose has declined, and its site might be better utilized for other needs. There may even be new purposes for which the existing post-tension concrete slab is useful, such as a multi-use sport court or an additional tennis court. If the need is there, the rink could become a Championship court for tennis tournaments held on the adjacent courts. Or the rink could be turned into Quick-Start Tennis courts, or Pickleball."*
- **Recreation Amenities including: Tennis/Pickleball Courts and Multiuse Fields was an adopted "Medium Priority" topic on the 2024 City Council Work Plan**
- **Dedicated pickleball facilities have been a frequent request to Staff, City Councils, and the Recreation Advisory Board (RAB)**

City of Louisville

Background Cont.

- Proposed project was recommended by RAB as a high priority via a submitted CIP memo to City Council dated 8/20/24
- City's approved 2025-2026 budget includes up to $200,000 for conversion of the existing inline hockey rink to dedicated pickleball courts
- Proposed project in its current form was included in 2024 public meeting packets for RAB, Finance Committee and multiple City Council meetings as well as the February 2025 RAB meeting where the 5-court design option was recommended

City of Louisville

Pickleball Courts in Louisville

- Currently there are no dedicated public pickleball courts offered by the City of Louisville



- Temporary Outdoor Courts
  - Located on the inline hockey rink
    - Striping for 5 courts added 2019
    - Drop-in use within park or scheduled hours
- Temporary Indoor Courts
  - Located on the Recreation & Senior Center basketball gym floor
    - Striping for 3 courts created 2014/15
    - Lessons, tournaments & drop-in play during scheduled hours

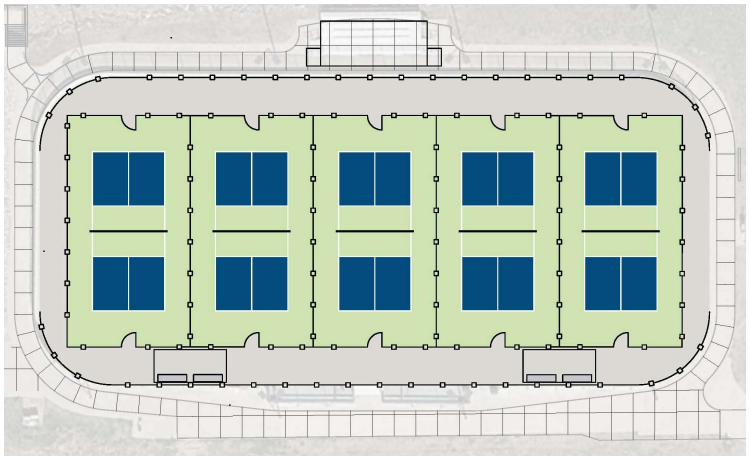
City of Louisville

Current Proposal (Reviewed by RAB February 2025)

- Decommission rink from inline hockey play
- Add colored surfacing & striping for 5 courts
- Install perimeter fencing for each court
- Provide benches & shade amenities, if budget allows

Next steps:

1) Complete noise study to finalize scope (in progress)
2) Finalize scope of work and conduct bidding for construction costs



City of Louisville

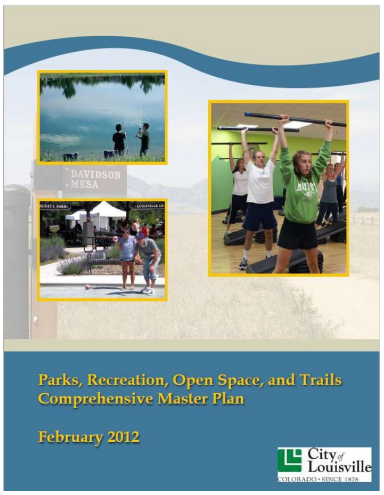
Site Planning

- Cost efficiencies of utilizing the existing post-tension concrete slab, nearby parking, restrooms, etc.
  - New construction could cost 2.5-3.5x times more, depending on inclusion of restrooms or additional site features
  - Proposed project includes rink/fence maintenance and repair as the current infrastructure is coming to the end of its lifecycle. If proposed project is cancelled staff would plan to resubmit capital improvement request or reallocation of funds request for necessary repairs and reinvestment in the rink
- Due to noise impacts, outdoor courts are trending to a standard distance from private residences (minimum 300' used for analysis)
  - Most City owned parks & properties are within 300' of existing homes
  - The proposed conversion location is an exception, offering distances at minimum of 400+'

City of Louisville

Rink Conversion - Pros

- Repurposing of 'low scoring' amenity in the 2012 PROST Master Plan (Level of Service Analysis & Resident Survey)
- Rink site offers among the largest physical distances to homes for noise buffering
- Offers shortest completion timeframe to meet user demand
- Offers most cost-effective method for construction of dedicated pickleball infrastructure as requested by community



City of Louisville

Rink Conversion - Cons

Community concerns have been received by Staff, RAB and City Council regarding conversion of the rink:

- Belief that detrimental noise impacts are inevitable
- Desire to retain the concrete space's multi-use functionality for purposes other than inline hockey. Examples mentioned, observed or received thus far include: recreational roller skating, skateboarding, bike riding, ball throwing and off-leash dog exercise
- Decommission inline hockey capabilities of the site

City of Louisville

Next Steps

Staff request direction on how to move forward, such as:

- Proceed with the project as recommended and finalize scope of work and advertise a request for proposal/bidding opportunity later in 2025
  - Evaluate alternative sites for stick & puck training throughout current park system
- Eliminate the project from this year's Capital Improvement Plan (no modifications to the rink) and work on future request for rink maintenance improvements
- Re-design project scope to reduce the number of dedicated pickleball courts and maintain portions of the rink for hockey and/or multi-use functions with clearly defined space/surfacing for each activity
- Delay project until after completion of upcoming PROS Long Range Plan and allow new public input process to inform decision making related to pickleball & inline skating infrastructure in Louisville
- Eliminate project and consider future development opportunities for new court construction at alternative locations during location specific planning efforts
- Other?

City of Louisville