

SUBJECT: RESOLUTION NO. 36, SERIES 2025 – A RESOLUTION
APPROVING A MANAGEMENT AGREEMENT WITH THE CITY OF
BOULDER CONCERNING THE DAVIDSON MESA TRAIL

DATE: JUNE 3, 2025

PREPARED BY: ADAM BLACKMORE, PROS DIRECTOR
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

SUMMARY:

This item seeks Council approval of an Intergovernmental Management Agreement (IGA) with the City of Boulder Open Space and Mountain Parks (OSMP) and the City of Louisville. The agreement formalizes responsibilities related to the portion of the US HWY 36 - Davidson Mesa Trail (Louisville's trail) connection located on OSMP owned land. The Agreement formalizes Louisville's continued use, access, and maintenance responsibilities for the trail segment, while preserving OSMP property rights and outlining cooperative land stewardship practices.

BACKGROUND / PRIOR DISCUSSIONS:

Louisville staff have been working with OSMP staff since 2024 on this topic. This is primarily an administrative item and board and/or council involvement has not occurred and is not required.

ANALYSIS:

The council is asked to approve the IGA between Louisville and OSMP. Key provisions include:

- Formal permission for Louisville to maintain and operate the trail section located on OSMP property.
- Clarification of maintenance responsibilities, including trail surface (concrete prohibited) and shoulder mowing.
- Coordination on future fence installation, with close proximity of the property line, with cost-sharing.
- Authorization for Louisville to remove the prairie dog barrier on the existing fence and reinstallation a new prairie dog barrier once the new fence is installed.
- Terms for signage, use limitations, indemnity, insurance, and termination protocols.
- Staff support this agreement as it aligns operating practices and understanding, property boundaries, and partnership maintenance responsibilities with City of Boulder Open Space.

2025 COUNCIL WORK PLAN:

This item supports the 2025 Council work plan focus on core services. The item reflects both the Environmental Sustainability and EDI lenses by balancing ecological protection with equitable trail access.

FISCAL IMPACT:

Budgeted?: **Not Applicable**

- Trail maintenance and mowing are currently included in the existing Open Space operational budget.
- Fence construction cost-sharing may be subject to a future budget cycle with required one-year notice from OSMP per the agreement.

ALTERNATIVE(S):

- Do not approve the agreement- May require trail removal or legal negotiations with OSMP for Louisville to purchase the land.
- Request modifications to the agreement- Delay in implementation and potential reopening of negotiations.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 36, Series 2025 approving the City of Boulder–Louisville Management Agreement for Davidson Mesa Trail Use.

ATTACHMENT(S):

1. Resolution No. 36, Series 2025
2. Intergovernmental Management Agreement – City of Boulder & City of Louisville (April 2025 Draft)

**RESOLUTION NO. 36
SERIES 2025**

**A RESOLUTION APPROVING A MANAGEMENT AGREEMENT WITH THE CITY OF
BOULDER CONCERNING THE DAVIDSON MESA TRAIL**

WHEREAS, a Management Agreement has been proposed between the Cities of Louisville and Boulder related to Louisville's operation and maintenance of the Davidson Mesa Trail; and

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

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

Section 1. The City Council hereby approves the Management Agreement by and between the Cities of Louisville and Boulder concerning the Davidson Mesa Trail (the "Agreement") 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.

PASSED AND ADOPTED this 3rd day of June 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

MANAGEMENT AGREEMENT

between
The City of Boulder
and
The City of Louisville

This Management Agreement (“Agreement”) is entered into and effective this ____ day of _____, 2025, by and between the City of Boulder, a Colorado home rule municipality whose address is 1777 Broadway, Boulder, CO 80302 (“Boulder”) and the City of Louisville, a Colorado home rule city whose address is 749 Main Street, Louisville, CO 80027 (“Louisville”) (individually, “Party” or collectively “Parties”).

RECITALS

- A. Boulder is the owner in fee of a property (Boulder County Assessor parcel # 157713000074) which is designated as open space and managed by Boulder’s Open Space & Mountain Parks Department (“OSMP”) more particularly depicted on Exhibit A attached hereto and made a part hereof (the “Boulder Property” or “Property”).
- B. The Boulder Property is directly adjacent to Louisville’s Davidson Mesa Open Space also shown on Exhibit A.
- C. Louisville unknowingly constructed a portion of its Davidson Mesa Trail (“Trail”) that connects to the U.S. 36 Bikeway several years ago on the Boulder Property without the knowledge of or permission from Boulder.
- D. A portion of the Trail is also located on the Boulder Property boundary where shoulder maintenance activities likely encroach on the Boulder Property.
- E. The portions of the Trail on the Boulder Property have been in use for years by the public and Boulder has determined that Louisville’s continued use of the Boulder Property under the terms of this Management Agreement will not interfere with Boulder’s or the public’s use of the Boulder Property.
- F. The purpose of this Agreement is to allow Louisville the right to continue to operate and maintain that portion of the Trail located on the Boulder Property, and to outline certain management rights and obligations for both Parties regarding the Trail and the Boulder Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Boulder and Louisville agree as follows:

1. Boulder agrees to permit Louisville, including its employees, officers, agents, and other authorized parties, the right to access and occupy the portion of the Boulder Property that contains the Trail for the uses and purposes set forth herein.
2. Trail Access, Use and Maintenance.
 - a. Louisville may operate, maintain, and repair the Trail on the Boulder Property, including approximately 2'-wide shoulders, as shown on Exhibit B for public hiking, dog walking, biking and other allowed uses. The Trail shall be a compacted crusher-fines trail and shall not be constructed of concrete or asphalt unless approved in advance by Boulder.
 - b. Louisville shall have full responsibility for all maintenance of the Trail including the trail surface and mowing of the trail shoulder. Louisville may, but is not required, to provide snow removal on the Trail.
 - c. Louisville may install informational and directional signage for the Trail on the Boulder Property. The informational and directional signage shall include a notice intended to reduce natural resource impacts by encouraging the public to use and stay on the Trail.
 - d. Louisville is not permitted to install trail amenities associated with the Trail such as bike racks and trash cans on the Boulder Property unless approved in advance by Boulder.
 - e. Louisville shall not reconstruct or expand the Trail without advance written approval from Boulder.
 - f. Jurisdiction and Law Enforcement. Nothing in this Agreement is deemed to alter the jurisdiction or ownership of the Boulder Property, nor the normal emergency response or protocol for law enforcement, firefighting, emergency rescue or any similar assistance by law enforcement (including federal, state and local) and fire prevention agencies on the Boulder Property.
3. Land and Trail Management
 - a. There currently exists a fence along the western property boundary of the Property that OSMP intends to remove at some point in the future. Removal of the western boundary fence of the Property will be coordinated with the installation of a new property boundary fence along the eastern property boundary of the Property (common property boundary with the Davidson Mesa Open Space) with cost-sharing of construction and maintenance consistent with state statute or as otherwise agreed to by the Parties. For budgeting purposes, Boulder agrees to notify Louisville at least one year before it intends to install the new fence. OSMP agrees the new fence will be located to accommodate a 2'-wide or less maintenance shoulder for the Trail as needed.
 - b. OSMP agrees to allow Louisville, including its employees, officers, agents, and other authorized parties, the right to access the Boulder Property to attach, repair, and maintain a prairie dog barrier to the western side of the fence along the common property boundary to mitigate the natural movement of prairie dogs into the Davidson Mesa Open Space from the Property. The method of attachment to the fence and style of the prairie

dog barrier must be approved in advance by OSMP. Louisville shall be responsible for all costs associated with the installation and maintenance of the prairie dog barrier.

- c. In July 2009, the Parties discovered that a prairie dog barrier fence was constructed by Louisville on the Property in the location shown on Exhibit B. At the time, OSMP agreed that the prairie dog barrier fence could remain in place, but that Louisville would not maintain or repair the barrier, and that Louisville would remove the barrier when it had deteriorated beyond its usefulness as determined by OSMP. OSMP and Louisville agree that the prairie dog barrier fence has deteriorated to the point where it needs to be removed, and Louisville agrees to remove the barrier within 6 months of the execution of this Agreement, and the sole cost and expense of Louisville. Louisville, including its employees, officers, agents and other authorized parties, may access the Boulder Property for the purpose of removing the barrier.

4. Other Provisions.

- a. Insurance. Louisville certifies it carries insurance for general liability coverage up to \$1,000,000 each occurrence and \$3,000,000 aggregate and carries umbrella coverage up to \$10,000,000. Further, prior to any entry on the Boulder Property, Louisville shall require each contractor conducting activities on the Boulder Property pursuant to this Agreement to have and maintain at their own expense, at least the following insurance for which certificates evidencing such insurance shall be provided to Boulder prior to any entry and shall name **“the City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers”** as additional insureds:

<u>Insurance</u>	<u>Amounts</u>
a. Workers Compensation	Statutory.
b. Comprehensive General Liability	\$2,000.000 each occurrence. \$2,000,000 aggregate.
c. Automobile liability	\$1,000.000 each occurrence. \$2,000,000 general aggregate

- b. No Conveyance. Nothing in this Agreement is intended to dedicate or reserve to the public or Louisville any rights by adverse possession, prescription, grant, dedication or otherwise, to possess or occupy the Property or any portion thereof except as agreed to herein. Boulder reserves the right to use and occupy the Property for any purpose which does not interfere with Louisville’s permitted Trail uses.
- c. Non-Appropriation. This Agreement shall not be interpreted to impose a multi-year fiscal obligation on the Parties. Financial commitments of the Parties under

this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available by either Party.

- d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof, and supersedes all prior agreements, oral or written.
- e. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, including the public. It is the express intention of the Parties that any such party or entity, other than the Parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- f. Liability. Each Party agrees to be responsible for its own actions related to the uses permitted herein in accordance with and to the extent permitted under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* (“Act”), and shall be responsible for any third-party losses and claims related to each Party’s actions or inactions related to the uses and rights granted herein in accordance with the Act.
- g. Contractor Indemnity. Prior to any entry on the Boulder Property, Louisville shall require each contractor conducting activities on the Boulder Property pursuant to this Agreement to agree to indemnify and hold the City of Boulder, its directors, officers, employees, elected and appointed officials and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing harmless from any liability as a result of any activities covered by said contractor under this Agreement.
- h. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, 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, or other protections provided to Boulder under the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as amended (“Act”). The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of Boulder and its officers, agents or employees are controlled and limited by the provisions of the Act.
- i. Governing Law. As and where applicable, the law of the State of Colorado shall govern the interpretation and administration of this Agreement.

- j. Term and Termination. This Agreement shall not expire and is a perpetual Agreement. Either Party may terminate this Agreement for cause upon 60 days written notice, provided it is consistent with the Notice provision in paragraph k below and provided that the defaulting Party is given at least 30 days to cure the default. Further, this Agreement may be terminated for convenience by either Party upon 364 days written notice. If this Agreement is terminated, Louisville agrees to remove the Trail and restore the Property at Louisville's sole cost and expense upon demand by Boulder.
- k. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be transmitted by either email, facsimile or sent via pre-paid overnight delivery with verified receipt addressed to the party at the address below. Any such notice shall be deemed received on the day such notice is received, but in any event, no later than two (2) business days after it was sent.

<u>City of Louisville:</u> 749 Main Street Louisville, CO 80027 Attn: Adam Blackmore Director of Parks & Open Space ablackmore@louisvilleco.gov <u>With a copy to:</u> Louisville City Attorney's Office 749 Main Street Louisville, CO 80027	<u>City of Boulder:</u> City of Boulder – OSMP Attn: Director 2520 55 th Street Boulder, CO 80301 <u>With a copy to:</u> Boulder City Attorney's Office P. O. Box 791 Boulder, CO 80306
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The Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF LOUISVILLE:

Christopher M. Leh, Mayor

ATTEST:

City Clerk

CITY OF BOULDER:

City Manager

ATTEST:

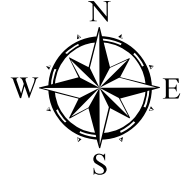
City Clerk

APPROVED AS TO FORM:

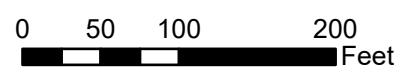
City Attorney's Office



EXHIBIT A



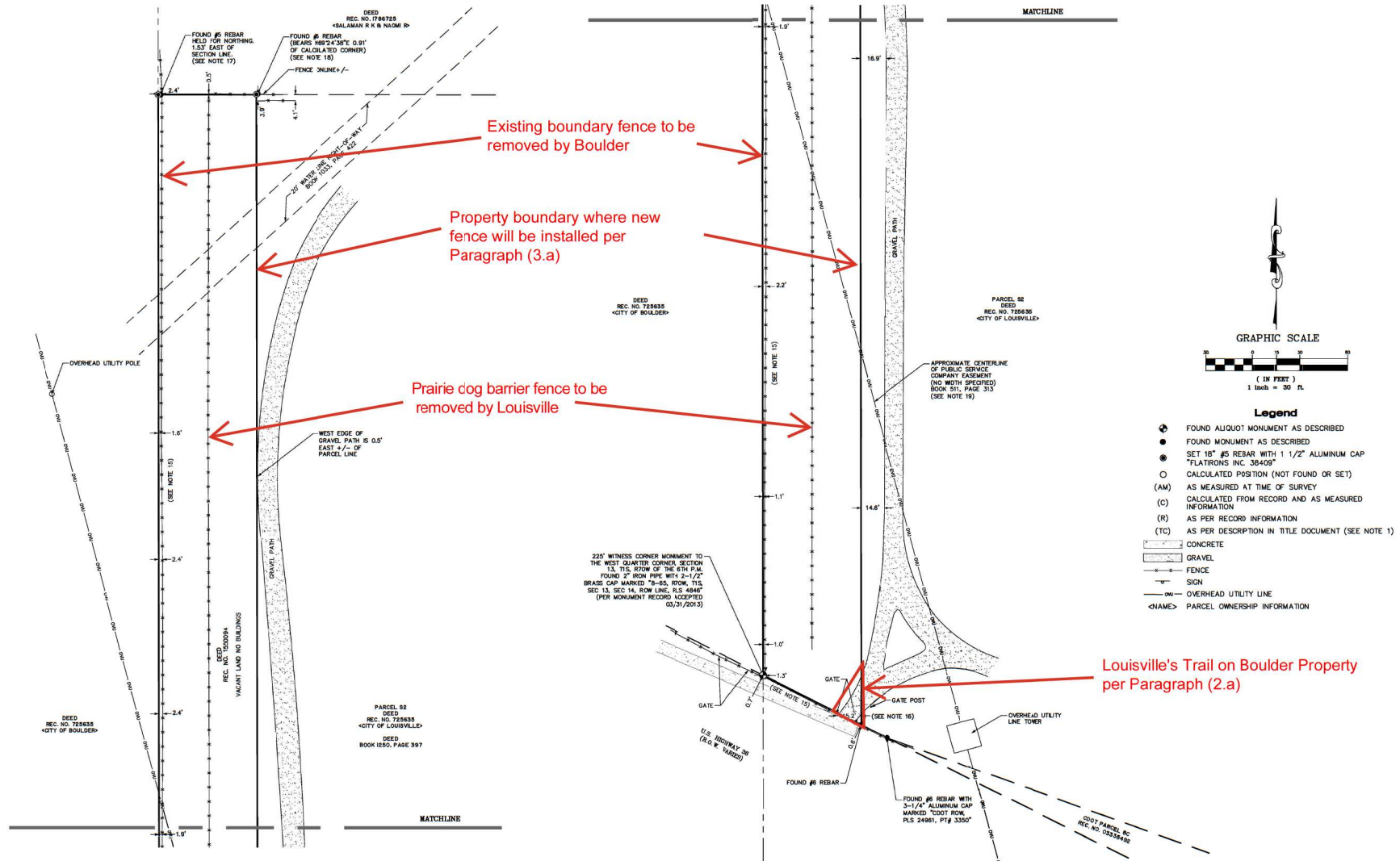
-  City of Boulder Property
-  City of Louisville Davidson Mesa Open Space



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Exhibit B



RC VISITING	DATE
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City of Boulder Open Space & Mountain Parks

Flatirons, Inc.
Land Surveying Services

www.FlatironsInc.com

3925 IRIS AVE.,
SUITE 395
GOLDEN, CO 80301
(303) 443-7001

655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

7000 N. BROADWAY,
SUITE 209
DENVER, CO 80221
(303) 936-6997



JOB NUMBER:	24-80,891
DATE:	04-12-2024
DRAWN BY:	B. OELKE
CHECKED BY:	EP/JJK/RS