City Council

Agenda

Tuesday, August 19, 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 – PENDING LITIGATION** (Louisville Charter, Section 5-2(d) and C.R.S. 24-6-402(4)(b)) - The City Attorney is Requesting the City Council Convene an Executive Session for the Purpose of Consultation with the City Attorney with Respect to Pending Litigation.

   - **Request for Executive Session**
   - **City Clerk Statement**
   - **City Attorney Statement of Authority**

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 Council Action on Motion for Executive Session**
- **Council Convenes Executive Session**
- **Council Reconvenes in Open Meeting**

4. EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION

THE FOLLOWING MEETING ITEMS WILL START NO EARLIER THAN 6PM

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. Approval of Minutes: August 5, 2025,

B. Resolution No. 57, Series 2025 – A Resolution Approving a Business Assistance Agreement for Swingwell Golf, LLC Doing Business As Tee Box

C. Resolution No. 58, Series 2025 – A Resolution Approving a Design-Build Services Agreement with Rhinotrax Construction for the Coal Creek Golf Course Maintenance Storage Building Project

D. Resolution No. 59, Series 2025 – A Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2025 for the City of Louisville, Colorado

E. Resolution No. 60, Series 2025 – A Resolution Authorizing the Assignment of the City's Private Activity Bond Allocation for 2025 To the Housing Authority of the County of Boulder, Colorado

8. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

9. CITY MANAGER'S REPORT

10. REGULAR BUSINESS

A. SPONSORSHIP REQUEST – 11TH ANNUAL LOUISVILLE TURKEY TROT 5K

- Introduction
- Staff Presentation
- Direction / Action

B. RESOLUTION NO. 61, SERIES 2025 – A RESOLUTION ADOPTING A COMMUNITY EVENT SPONSORSHIP POLICY

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

C. PRESENTATION: DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) REGIONAL HOUSING NEEDS ASSESSMENT AND COMPLIANCE WITH SENATE BILL 24-174

- Introduction
- Staff Presentation
- Council Comments – No Action Required

11. CITY ATTORNEY'S REPORT

12. IDENTIFICATION OF FUTURE AGENDA ITEMS

13. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 09/02/2025

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

- Initial Budget Presentation
- Natural Medicine Amendment – 1^{st} Reading
- Discussion / Direction: Open Space Acquisition Policy
- Award Phase 2 Trail Wayfinding Signage
- External Audit Contract
- Chandler Asset Management Contract
- BAP Amendment – TGR Group (Rocky Mountain Tap and Garden)
- Opioid Agreement

City Council

Meeting Minutes

August 5, 2025
City Hall, Council Chambers
749 Main Street
6:00 PM

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

City Council:	***Mayor Chris Leh***
	Mayor Pro Tem Caleb Dickinson
	Councilmember Josh Cooperman
	Councilmember Deborah Fahey – attended remotely
	Councilmember Barbara Hamlington
	Councilmember Dietrich Hoefner
	Councilmember Judi Kern – arrived at 6:08pm
Staff Present:	***Diana Langley, City Manager***
	Samma Fox, Deputy City Manager
	Kurt Kowar, Public Works Director
	Rob Zuccaro, Community Development Director
	Matt Post, Planner III
	Adam Blackmore, Parks, Recreation, & Open Space Director
	Rafael Gutierrez, Police Chief
	Genny Kline, Interim City Clerk
	Kathleen Kelly, City Attorney

APPROVAL OF AGENDA (TIMESTAMP 01:06)

Mayor Pro Tem Dickinson moved to approve the agenda; seconded by Councilmember Hamlington.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner
Nay: None
Absent: Kern

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (TIMESTAMP 1:18)

- Louie Delaware – Airport Traffic
- Gary Mansdorfer – Airport Traffic

APPROVAL OF THE CONSENT AGENDA (TIMESTAMP 7:02)

A. Resolution No. 51, Series 2025 – A Resolution Appointing Deputy City Manager Samma Fox to the Boulder County Family Resource Network Board and Appointing Parks, Recreation, and Open Space Director Adam Blackmore as the Alternate
B. Resolution No. 52, Series 2025 – A Resolution Accepting the Dedication of Right-of-Way for Front and Pine Streets and Designating for Use as Right-of-Way
C. Resolution No. 53, Series 2025 – A Resolution Approving an Allocation Agreement with the Other Public Entity Plaintiffs in the Marshall Fire Litigation
D. Resolution No. 54, Series 2025 – A Resolution Appointing a Hearing Officer to Conduct Protest Hearings for Initiative Petitions

Mayor Leh moved to approve the consent agenda; seconded by Councilmember Hoefner.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner
Nay: None
Absent: Kern

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (TIMESTAMP 7:18)

None

CITY MANAGER'S REPORT (TIMESTAMP 7:35)

City Manager Diana Langley noted the Mayor's meeting on Thursday, 8/7 at 6pm at the recreation center. She also noted the Flock Camera discussion at the Special Council Meeting on Tuesday, August 12.

REGULAR BUSINESS

ITALIAN AMERICAN HERITAGE DAY PROCLAMATION (TIMESTAMP 8:03)

Mayor Leh read the proclamation.

Mayor Leh moved to approve the proclamation; seconded by Councilmember Kern.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner, Kern
Nay: None
Absent: None

ORDINANCE NO. 1899, SERIES 2025 – AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE TO ESTABLISH A MAXIMUM SPEED LIMIT FOR BICYCLES ON BIKEPATHS AND TRAILS WITHIN THE CITY – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 07/14/2025) – (TIMESTAMP 10:44)

Mayor Leh introduced the item and opened the public hearing.

Louisville Police Chief Gutierrez gave the staff report.

Public Comment
- Mark Carthcart
- Susan McEchern
- Mike Page
- Janet Kaiser

Council Questions

Public Comment
- Mark Cathcart
- Mike Page
- Andy Johnson
- Angie Layton
- Susan McEchern
- Andrew Gano

Council Discussion

Councilmember Hoefner moved to approve Ordinance No. 1899, Series 2025; seconded by Councilmember Hamlington.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner, Kern
Nay: None
Absent: None

RESOLUTION NO. 55, SERIES 2025 – A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE AT 1016 MAIN STREET AND AUTHORIZING THE USE OF HISTORIC PRESERVATION FUNDS FOR THE PURCHASE PRICE (TIMESTAMP 1:09:22)

Mayor Leh introduced the item.

Community Development Director Zuccaro gave the staff report.

Council Questions

Public Comment – None

Council Discussion

Council Direction: Landmark the property, sell it, and place the proceeds back into the Historic Preservation Fund.

Mayor Pro Tem Dickinson moved to approve Resolution No. 55, Series 2025; seconded by Councilmember Hoefner

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner, Kern
Nay: None
Absent: None

ORDINANCE NO. 1897, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING PARKING MINIMUMS FOR MULTIFAMILY AND ADAPTIVE REUSE DEVELOPMENT – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 06/16/2025) – *continued from 07/08/2025* (TIMESTAMP 1:42:29)

Mayor Leh introduced the item and reminded everyone that the public hearing was still open.

Planner Matt Post gave the staff report.

Public Comment

- Andy Johnson
- Mary Anne Heaney

Council Questions

Public Comment – None

Council Discussion

Councilmember Hoefner moved to approve Ordinance No. 1897, Series 2025; seconded by Councilmember Cooperman.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner, Kern
Nay: None
Absent: None

ORDINANCE NO. 1900, SERIES 2025 – AN ORDINANCE AMENDING TITLE 13 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING WATER AND SEWER CONNECTIONS AND TAP FEES – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 07/25/2025) (TIMESTAMP 2:17:10)

Mayor Leh introduced the item and opened the public hearing.

Public Works Director Kurt Kowar gave the staff report.

Public Comment

- Andy Johnson
- John Ewy
- Peter Stewart

Council Questions

Public Comment

- John Ewy
- Peter Stewart

Council Discussion

Councilmember Hoefner moved to approve Ordinance No. 1900, Series 2025; seconded by Mayor Leh.

Mayor Pro Tem Dickinson offered a friendly amendment to reduce the calculation to .50 rather than .80. Councilmember Hoefner declined the amendment.

Aye: Leh, Cooperman, Fahey, Hoefner
Nay: Dickinson, Hamlington, Kern
Absent: None

RESOLUTION NO. 56, SERIES 2025 – A RESOLUTION APPROVING A CHANGE ORDER FOR THE 2025 STREET RESURFACING PROJECT (TIMESTAMP 3:15:37)

Mayor Leh introduced the item.

Director Kowar gave the staff report.

Council Questions

Public Comment – None

Council Discussion

Councilmember Kern moved to approve Resolution No. 56, Series 2025; seconded by Mayor Pro Tem Dickinson.

Aye: Leh, Dickinson, Fahey, Hamlington, Hoefner, Kern
Nay: Cooperman
Absent: None

EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (TIMESTAMP 3:21:45)

City Attorney Kelly introduced agenda item and request for an executive session

Interim City Clerk Kline read the statement required by City Code

City Attorney Kelly gave a statement as to the authority for the executive session

Mayor Leh moved to go into executive session; seconded by Mayor Pro Tem Dickinson.

Aye: Leh, Dickinson, Cooperman, Fahey, Hamlington, Hoefner, Kern
Nay: None
Absent: None

Council adjourned to Executive Session at 9:23pm.

EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (TIMESTAMP 4:17:50)

Council returned to the regular meeting at 10:17pm.

City Attorney Kelly gave the report.

Mayor Leh moved to appoint himself and Councilmember Hoefner to follow up with the City Manager on the potential real property acquisitions; seconded by Councilmember Kern.

Aye: Leh, Dickinson, Cooperman, Hamlington, Hoefner, Kern
Nay: None
Absent: Fahey

CITY ATTORNEY'S REPORT (TIMESTAMP 4:19:03)

None

IDENTIFICATION OF FUTURE AGENDA ITEMS (TIMESTAMP 4:19:17)

None

ADJOURN

Members adjourned at 10:19 pm.

____
Christopher M. Leh, Mayor

____
Genny Kline, Interim City Clerk

SUBJECT:	**RESOLUTION NO. 57, SERIES 2025 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT FOR SWINGWELL GOLF LLC DOING BUSINESS AS TEE BOX**
DATE:	**AUGUST 19, 2025**
PREPARED BY:	**AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**
PRESENTED BY:	**AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

SUMMARY:
Staff requests City Council action on a proposed Business Assistance Agreement for Swingwell Golf LLC, doing business as Tee Box, which is considering opening a new sales tax generating business in the City of Louisville.

BACKGROUND / PRIOR DISCUSSIONS:
Louisville created its Business Assistance Program (BAP) to encourage the recruitment, retention, establishment, and/or substantial expansion of sales tax generating businesses and employers within the city. The proposed agreement supports the establishment of a new sales tax generating business and is in alignment with the original purpose of the BAP Program.

ANALYSIS:
Staff requests Council action on the proposed BAP Agreement with Swingwell Golf for the opening of its new business venture, Tee Box.

Founded in Utah in 2021, Tee Box is a modern indoor golf training facility with 28 locations in the US. Jason Wolf, owner of the proposed Louisville franchise location, indicated that the business will implement cutting-edge technology, expert coaching and a welcoming, community-driven atmosphere to help its customers improve their golf game. Mr. Wolf reported that the company is exploring leasing 5,286 SF at 600 S Pierce Ave in the Colorado Technology Center. As a new Louisville sales-tax generating business, Tee Box is eligible for participation in the BAP. Additional information is available on the company's website.

For its first 5 years of operation, Tee Box anticipates that it will have four employees making an average of $45,000 per year. The staff will include one golf professional, referred to as the Box Pro. The company indicated that it will also provide a 401K retirement program for its employees. The company envisions itself becoming a proud partner of the Louisville community and emphasized its commitment to hosting and supporting local events, nurturing a culture of camaraderie, and helping players rediscover their passion for the game. In addition to helping clients play better golf, Tee Box hopes to help them enjoy the process and people around them.

The company is currently negotiating a lease at 600 S Pierce Ave and hopes to open for business in the first quarter of 2026. Tee Box estimates that the project will include $211,000 in tenant finish improvements and an additional $13,250 in signage. The company estimates that it will collect and remit $134,465.50 in Retail Sales Tax over the first five years of operation.

Based on the estimates provided in Tee Box's application, staff recommends a 50% rebate of Building Permit Fees and Construction Use Tax, a 50% rebate of Sign Permit Fees and Construction Use Tax, and a 50% rebate of Retail Sales Tax each year for the first five years of operation. Estimated rebate amounts are $2,956.95 Building Permit fee and construction use tax, $193.43 Sign Permit fee and construction use tax, and $53,430 retail sales tax. This results in a total estimated rebate of $56,580.38. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

	Eligible project costs	$ 211,000.00			
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee	$	1,666.00	50%	$ 833.00
	Plan Review Fees	$	1,082.90	50%	$ 541.45
	Subtotal	**$**	**2,748.90**		**$ 1,374.45**

	Eligible project costs	$ 211,000.00			
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	City Use- 3%	$	3,165.00	50%	$ 1,582.50
	Open Space- .5%	$	527.50	N/A	$ -
	Historic Preservation- .125%	$	131.88	N/A	$ -
	Recreation Center- .150%	$	158.25	N/A	$ -
	Subtotal	**$**	**3,982.63**		**$ 1,582.50**

	Eligible project costs	$ 13,250.00			
Sign Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee (Minor)	$	114.00	50%	$ 57.00
	Plan Review (In-House, Minor)	$	74.10	50%	$ 37.05
	City Use- 3%	$	198.75	50%	$ 99.38
	Open Space- .375%	$	24.84	N/A	$ -
	Historic Preservation- .125%	$	8.28	N/A	$ -
	Recreation Center- .150%	$	9.94	N/A	$ -
	Subtotal	**$**	**429.91**		**$ 193.43**

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid		Rebate %	Rebate Amount	
	City Use- 3%	$	106,860.00	50%	$	53,430.00
	Open Space- .5%	$	17,810.00	N/A	$	-
	Historic Preservation- .125%	$	4,452.50	N/A	$	-
	Recreation Center- .150%	$	5,343.00	N/A	$	-
	Subtotal	**$**	**134,465.50**		**$**	**53,430.00**

Each of these rebates will be capped, limiting the total amount that the City is responsible for rebating in the case that the business spends significantly more than estimated. As outlined in the attached Agreement, staff proposes that the 50% rebate on Building Permit Fees and Construction Use Tax be capped at $3,000, and the 50% rebate on Sign Permit Fees and Construction Use Tax be capped at $200. The proposed Agreement stipulates that rebates on Retail Sales Tax are limited to the five-year period or $54,000, whichever occurs first.

Based on these estimates, the City will receive $141,626.94 in revenue from fees and taxes (net $85,046.56 after proposed rebates). The Agreement is void if Tee Box does not complete the project by May 31, 2026. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

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

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

2025 COUNCIL WORK PLAN:
While this particular agreement is not specifically identified in the 2025 Council Work Plan, Economic Vitality is identified as one of Council's four priorities. Louisville's Business Assistance Program directly supports Council's goal of strengthening economic vitality by making financial assistance available to new and expanding Louisville businesses. This agreement generally supports both EDI and Environmental Sustainability, encouraging reuse of an existing Louisville building and providing financial assistance to a new Louisville small business.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
All financial assistance will be provided in the form of rebates of City revenue from permit fees, construction use tax and retail sales tax. Based on estimates, the City will receive

$141,626.94 in revenue from fees and taxes over a five-year period. Per the proposed agreement, the City would net $85,046.56 and Tee Box would be rebated $56,580.38.

ALTERNATIVE(S):
If Council were to reject the proposed agreement, Louisville would not be able to offer any incentives to Tee Box to consider opening a business in Louisville. Without any incentives, the Company may explore locating its business elsewhere in Colorado.

Council may also offer feedback on any of the proposed terms of the agreement. If directed, staff will draft a new agreement reflecting Council's comments.

RECOMMENDATION:
Staff recommends approval of Resolution 57, Series 2025 approving a Business Assistance Agreement with Swingwell Golf LLC, doing business as Tee Box.

ATTACHMENT(S):
1. Resolution No. 57, Series 2025
2. Business Assistance Agreement
3. Business Assistance Program Application
4. Estimated Rebate Calculations

RESOLUTION NO. 57
SERIES 2025

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

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

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

WHEREAS, Swingwell Golf LLC, doing business as Tee Box, is seeking to lease 5,286 square feet of existing space at 600 S Pierce Ave in the Colorado Technology Center, which will result in new jobs and tax revenue to the City; and

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

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

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

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

Section 1. The proposed Business Assistance Agreement between the City of Louisville and Swingwell Golf LLC, doing business as Tee Box (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

Section 3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this ______ day of ____________________, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

BUSINESS ASSISTANCE AGREEMENT FOR SWINGWELL GOLF LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _______ day of _____________________, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and Swingwell Golf LLC (the "Company"), a Colorado Limited Liability Company, doing business as Tee Box.

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

WHEREAS, the Company seeks to occupy 5,286 SF of existing space at 600 S Pierce Ave in the Colorado Technology Center (the "Project location"); and

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

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

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

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

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

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

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2026.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2026.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2026. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

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

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) three thousand two hundred dollars ($3,200). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed fifty-four thousand dollars ($54,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received fifty-four thousand dollars ($54,000) in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2 and 3 pertaining to each

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

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

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

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

on the date of execution of this Agreement (excluding the City's 0. 5% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

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

   If to Company:
   Swingwell Golf LLC
   Attn: Jason Wolf
   2770 Arapahoe Road, Suite 132-710
   Lafayette, CO 80026
   720-300-6272
   jason@swingwellgolf.com

   If to City:
   Louisville City Hall
   Attn: Economic Vitality
   749 Main Street
   Louisville, CO 80027
   303-335-4531
   EconomicVitality@LouisvilleCO.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2026, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

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

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

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

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

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties

challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

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

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

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

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

SWINGWELL GOLF LLC A Colorado Corporation	**CITY OF LOUISVILLE**
By: ________________________ Jason Wolf Owner	________________________ Chris Leh Mayor
	ATTEST:
	________________________ Genny Kline, City Clerk

View results

Respondent

12 Anonymous

37:35

Time to complete

1. Do you meet the eligiblity requirements?

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

(•) Yes

( ) No

2. Do you understand the incentive approval process?

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

(•) Yes

( ) No

3. Applicant E-Mail *

jason@swingwellgolf.com

4. Business/Company Name *

Swingwell Golf LLC

5. Business/Company Addresss *

2770 Arapahoe Road Ste 132 - 710 Lafayette, CO 80026

6. Doing Business As/Project Name

Tee Box

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

Tee Box is a modern indoor golf facility designed to transform the way people engage with and improve their golf game. Our mission is to provide an unmatched training experience by combining cutting-edge Trackman technology, expert coaching, and a welcoming, community-driven atmosphere that empowers every member—regardless of age or skill level—to reach their personal goals.

Whether preparing for a high school tryout, getting back into the game after years away, or simply looking to try something new, Tee Box is here to guide, motivate, and support the community. We aim to make golf more accessible, efficient, and enjoyable for everyone by offering flexible, 24/7 access and tailored improvement paths.

As a proud part of the Louisville community, we are committed to hosting and supporting local events, nurturing a culture of camaraderie, and helping players rediscover their passion for the game. Our goal is not only to help people play better golf—but to help them enjoy the process and the people around them every step of the way.

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

Tee Box will be organized as a Limited Liability Corporation (LLC) under the legal name Swingwell Golf LLC. The company will be 100% owned by Jason Wolf, who will serve as the sole managing member.

Tee Box will be operated by a focused management team led by the Owner and a Golf Professional (referred to as the Box Pro), supported by the robust infrastructure of the Tee Box franchise system. The Owner, Jason Wolf, is responsible for all strategic, financial, and sales-related decisions. He brings business leadership experience and will focus on growth, financial planning, partnership development, and marketing oversight, ensuring Tee Box maintains its brand promise and reaches its market potential in Louisville, CO.

9. Company Website *

tbx.golf

10. Business Contact First and Last Name *

Jason Wolf

11. Business Contact Title *

Owner

12. Business Contact Phone Number *

(720) 300-6272

13. Business Contact E-mail *

jason@swingwellgolf.com

14. Proposed Business Location *

Colorado Technology Center, Louisville, CO.

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

Tee Box is an indoor golf training facility designed to deliver a comprehensive and flexible golf improvement experience using the most advanced simulator technology and training tools in the industry.

The ideal location within Louisville is the Colorado Technology Center as it is surrounded by many thriving businesses across a broad range of industries. In addition, it is centrally located between four high schools with golf programs within 15-20 minutes including Centaurus, Arapahoe Ridge, Broomfield, and Monarch. This location will not only serve the Louisville community, but also drive traffic from surrounding cities including Boulder, Superior, Broomfield, Lafayette, and others.

Currently, we are looking for an existing flex space in the Colorado Technology Center with the ability to build-out per the specs needed for a Tee Box location.

16. What kind of project are you *

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

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

- (x) Existing Space
- ( ) Construct New Space

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

- ( ) Yes
- (x) No

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

Architectural & Design $6,800
Commercial Buildout Permit $2,750
Concrete Work $5,500
Framing Material & Labor $9,850
HVAC Material & Labor $60,000
Plumbing Rough & Finish $18,500
Electrical Rough & Finish $27,750
IT & Networking $1,500
Drywall Material & Labor $8,750
Interior Paint Material & Labor $9,125
Flooring Material & Labor $5,375
Cabinets & Countertops $6,000
Light Fixtures $12,000
Wainscoting in Bathrooms $2,500
Bath & Gym Accessories $450
ADA Compliance $400
Fire Alarm System $7,750
Cleaning $2,250
General Conditions $37,500
Signage $13,250

Total Estimate: $236,450

20. Number of years in business *

0

21. Project Decision Date *

7/1/2025

22. Planned Start of Construction *

8/11/2025

23. Planned Opening Date *

1/2/2026

24. Other Locations Under Consideration for Location Decision *

- (●) In Boulder County
- ( ) In Colorado
- ( ) Other

25. Current Number of Employees *

0

26. Planned number of employees at businesss opening *

1

27. Planned number of employees after three years. *

4

28. Average Salary Paid (without benefits) *

$45,000/yr.

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

401K program

30. Anticiapted Annual Payroll *

$45,000 year 1; $67,500 year 2

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

$440,000.

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

Year 1: 440,000
Year 2: 696,000
Year 3: 806,000
Year 4: 810,000
Year 5: 810,000
Year 6: 810,000
Year 7: 810,000

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

$0

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

$0

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

Our facility will provide the following services and offerings that greatly impact the Louisville community:

1) 24/7 Indoor Golf Access with Trackman Simulators: Members will enjoy on-demand, keyless access to private hitting bays powered by Trackman—the industry leader in golf simulation and data analytics.
2) Professional Coaching and Data-Driven Instruction: Tee Box will offer one-on-one and small group coaching by a certified golf professional or "Box Pro", tailored to beginners, juniors, competitive players, and returning golfers.
3) Golf Club Fitting and Equipment Services: Allow members and non-members to participate in custom club fittings and place orders to major club manufacturers including, but not limited to Callaway, Taylor Made, Ping, and Titleist
4) Events, Leagues, and Social Competitions: Tee Box will run ongoing community-building programs to drive engagement and retention, including Women's Night, High School Open House, and Youth Academies
5) Sponsorship and Brand Activation: Tee Box will collaborate with local and regional sponsors through digital signage within the facility, community golf initiatives, and event hosting.

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

Any rebates received will assist in the ensuring Tee Box is launched with the greatest chance to succeed by alleviating some expenses in the early months of opening the business.

37. Louisville Sales Tax License Number *

N/A

38. Which Incentive components are you applying for? *

- [x] Plan Review and Building Permit Fees Rebates
- [x] Signage Rebates
- [x] General Sales Tax Rebate
- [ ] General Consumer Tax Rebate
- [ ] Vacancy Bonus
- [x] Enhanced Assistance
- [x] I am open to rebates that make the most sense for this business

39. What percentage rebate are you seeking? *

40-50%

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

- ( ) Yes
- (•) No

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

N/A

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

- (•) Yes
- ( ) No

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

- (•) Yes
- ( ) No

44. Date of Submitted Application *

7/1/2025

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

Jason Wolf

BAP Estimate- Tee Box **7/7/2025**

CTC

	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Eligible project costs	$ 211,000.00			
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee	$ 1,666.00	50%	$ 833.00	*$1,000 for the first $100,000, plus $6 for each addtl $1K or fraction thereof*
	Plan Review Fees	$ 1,082.90	50%	$ 541.45	*65% of building fee*
	Subtotal	**$ 2,748.90**		**$ 1,374.45**	

	Eligible project costs	$ 211,000.00			50% Valuation	$ 105,500.00
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount		
	City Use- 3%	$ 3,165.00	50%	$ 1,582.50		
	Open Space- .5%	$ 527.50	N/A	$ -	*Rebates exclude all revenues from Open Space, Historic Preservation, & Rec Center taxes*	
	Historic Preservation- .125%	$ 131.88	N/A	$ -		
	Recreation Center- .150%	$ 158.25	N/A	$ -		
	Subtotal	**$ 3,982.63**		**$ 1,582.50**		

	Eligible project costs	$ 13,250.00			50% Valuation	$ 6,625.00
Sign Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount		
	Building Permit Fee (Minor)	$ 114.00	50%	$ 57.00	*$82 for the first $2,000 plus $16 for each additional $1,000 or fraction thereof*	
	Plan Review (In-House, Minor)	$ 74.10	50%	$ 37.05	*65% of building fee*	
	City Use- 3%	$ 198.75	50%	$ 99.38		
	Open Space- .375%	$ 24.84	N/A	$ -		
	Historic Preservation- .125%	$ 8.28	N/A	$ -		
	Recreation Center- .150%	$ 9.94	N/A	$ -		
	Subtotal	**$ 429.91**		**$ 193.43**		

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 106,860.00	50%	$ 53,430.00
	Open Space- .5%	$ 17,810.00	N/A	$ -
	Historic Preservation- .125%	$ 4,452.50	N/A	$ -
	Recreation Center- .150%	$ 5,343.00	N/A	$ -
	Subtotal	**$ 134,465.50**		**$ 53,430.00**

Gross Retail Sales Projections	
Year 1	$ 440,000.00
Year 2	$ 696,000.00
Year 3	$ 806,000.00
Year 4	$ 810,000.00
Year 5	$ 810,000.00
	$ 3,562,000.00

Permit & Use	$ 2,956.95	Cap	$3,000
Sign Permit	$ 193.43		$200
Sales Tax	$ 53,430.00		$54,000
Total Rebate	$ 56,580.38		$57,200

City Revenue	$ 141,626.94
Less Rebate	$ 85,046.56

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7B

SUBJECT: **RESOLUTION NO. 58, SERIES 2025 – A RESOLUTION APPROVING A DESIGN-BUILD SERVICES AGREEMENT WITH RHINOTRAX CONSTRUCTION FOR THE COAL CREEK GOLF COURSE MAINTENANCE STORAGE BUILDING PROJECT**

DATE: **AUGUST 19, 2025**

PREPARED BY: **BRYON WEBER, PROS PROJECT MANAGER**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**
BRYON WEBER, PROS PROJECT MANAGER

SUMMARY:
Staff requests Council approve a design-build agreement with Rhinotrax Construction for the design and construction of a new auxiliary storage building at the Coal Creek Golf Course maintenance facility.

The building will create protected storage for golf maintenance equipment and materials currently being kept outdoors and subject to the elements. Proper storage solutions are increasingly essential as equipment becomes more technologically advanced – including the on-going fleet electrification to align with the City's decarbonization goals.

The design-build agreement contains two phases of work. The first phase, preconstruction services, focuses on completing architectural design and obtaining regulatory approvals such as the city's Planned Unit Development (PUD) process. The second phase, construction, would result in facility implementation under a Guaranteed Maximum Price (GMP).

With Council's approval, design work is intended to begin in the fall of 2025 with regulatory approvals carrying into 2026. Our hope is to have construction completed in 2026.

BACKGROUND / PRIOR DISCUSSIONS:

- Project funds originated in the 2021-2022 budget with $147,500 allocated to the Capital Fund for both design and construction.
- In the summer of 2022, a Request for Proposal (RFP) for site and architectural design services generated two proposals in the amounts of $125,885 and $157,625 – not including any construction. No award was given, and the project was put on hold due to both inadequate funding and a staffing transition.
- Project funds in an amount of $147,400.56 were carried forward into 2023.
- In 2023 a portion of the $147,400 funds were used to explore facility site planning in hopes of resolving potential issues with utility easements, wetlands and flood plain.

- ICON Engineers was contracted through the city's on-call professional services list to obtain professional site survey, wetland delineation, soil testing and perform preliminary site planning services.
- ICON's work resulted in $24,610.64 being paid for professional services during 2023 and the remaining $122,790.00 was carried forward into the 2024 budget.
- ICON completed preliminary site work in 2024 at a cost of $3,056.24, bringing the remaining funds to $119,733.76.
- The project was then paused until the 2025-26 budget was adopted as staff did not wish to invest further resources towards design and planning approval if no funding was available for future construction.
- The preliminary site work helped inform Staff's 2025-2026 CIP budget request of $450,000 for building construction.
- In November 2024 Council adopted the 2025-26 budget with $400,000 allocated for construction of the storage facility via the Golf Enterprise Fund.
- The balance of the original project funds ($119,733.76) was carried forward into 2025, bringing the combined total available for the design, planning approval and construction of the facility to $519,733.76.
- In summer of 2025 staff issued an RFP for design-build services with an advertised budget of ~$500,000 for all services from design through construction.
- The design-build RFP generated 6 responses with proposals ranging from $465,781 to $1,115,406.
- Staff conducted interviews with two teams that submitted proposals within the city's identified budget and now recommend the team led by Rhinotrax Construction, which happens to be the lowest bidder.
- During contract review, the contractor and staff determined approximately $10,000 of additional fees will be needed for civil and electrical engineering services that weren't included in the initial fee proposal. Therefore, Rhinotrax has provided an updated cost proposal with a revised fee of $475,781. Despite this increase, they remain the lowest bid.

ANALYSIS:
A majority vote from Council is needed to award and execute a design-build contract with Rhinotrax Construction in the amount of $475,781.00 for the purpose of completing architectural design, regulatory approval, and building construction.

Council should consider that the total contract amount is subject to change following the pre-construction phase (architecture and regulatory approval) when a building design and construction scope has been solidified. At that time the contract is to be amended using a Guaranteed Maximum Price (GMP) structure to lock in the price of construction.

Approval would also authorize staff to spend up to an additional $43,952.76 on potential contingency needs (approximately 9% of contract value). This approval would therefore result in authorization of total spending not-to-exceed $519,733.76.

2025 COUNCIL WORK PLAN:
The golf maintenance building is not specifically identified in the 2025 work plan; however it does relate to and/or support the following work plan items:

1) Core Services – "Building the Foundation" pertaining to city facility development.
2) The long-term success of the golf course, as identified in the Coal Creek Golf Course Clubhouse Feasibility Study, is reliant on course maintenance capabilities.
3) Fleet electrification as part of the work plan's environmental sustainability lens and the city's decarbonization goals is best stewarded with proper storage to better protect equipment investments.

FISCAL IMPACT:
Budgeted?: **Yes**

The 2025 budget currently has $519,733.76 available for the project. $119,733.76 is carry-forward from the 2021-22 capital fund, with the other $400,000 originating in the 2025-26 golf enterprise fund.

A table of funds and anticipated expenditure is outlined below.

Available Budget	
Acct. No. 301537-620132 (Golf Maint. Facility Improvement)	$119,733.76
Acct. No. 520799-620174 (Maint. Facility Storage Building)	$400,000.00
Total Available:	**$519,733.76**

Anticipated Expenditures	
Rhinotrax Construction (including sub-consultants)	$475,781.00
Contingency (~9%)	$43,952.76
Total Not-to-Exceed:	**$519,733.76**
Budget Remaining	($0)

ALTERNATIVE(S):
One alternative is to not construct an additional building and to continue using uncovered, outdoor space for storage. Staff recognize this alternative will result in premature deterioration of equipment, shortening its anticipated lifecycle and expediting need for replacements.

A second alternative could be to consider whether the project warrants a variance to the city's Commercial Development Design Standards and Guidelines (CDDSG). Currently, the building must include elements such as enhanced architectural features, premium building materials, and a screened trash enclosure to meet the standards. It is also proposed to have an automated fire suppression system. Reevaluating such criteria could result in reduced construction costs.

A third alternative could be to more holistically address golf maintenance facility needs by replacing the current structure with a larger facility that satisfies both the storage and operational needs of the current team. This would require additional study and a budget amendment (or future CIP request) to accommodate significantly higher project costs.

RECOMMENDATION:
Staff recommend the City Council vote in support of the award to Rhinotrax Construction, approve spending for an amount not-to-exceed $519,733.76 and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Resolution No. 58, Series 2025
2. Exhibit A – Signed Agreement with Project Manual
3. Exhibit B – Proposal submitted by the Rhinotrax-led team
4. Exhibit C – Tabulation of Bids/Proposals Received

RESOLUTION NO. 58
SERIES 2025

A RESOLUTION APPROVING A DESIGN-BUILD SERVICES AGREEMENT WITH RHINOTRAX CONSTRUCTION FOR THE COAL CREEK GOLF COURSE MAINTENANCE STORAGE BUILDING PROJECT

WHEREAS, the City of Louisville desires to engage Rhinotrax Construction, Inc. for services related to the design and construction of the Coal Creek Golf Course Maintenance Storage Building Project (the "Project"); and

WHEREAS, a contract between the City and Rhinotrax Construction, Inc. has been proposed for such purpose; and

WHEREAS, the City Council finds that the proposed contract is in the best interests of the City and its citizens, and by this resolution desires to approve the contract, authorize its execution, authorize the execution of a Guaranteed Maximum Price (GMP) Amendment to the contract, and approve contingency for the Project.

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

Section 1. The City Council hereby approves the Design-Build Services Agreement between Rhinotrax Construction, Inc. and the City of Louisville for the Coal Creek Golf Course Maintenance Storage Building Project, in substantially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that 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, Director of Parks, Recreation & Open Space, 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 City Manager is authorized to execute and deliver a GMP Amendment to the Agreement; provided, however, that the City shall not be obligated for the Construction Phase services for the Project unless and until the GMP Amendment has been executed by the City Manager.

Section 4. The City Council hereby approves an additional $43,952.76 in contingency for the Project for a total not-to-exceed amount of $519,733.76 and authorizes the Director of Parks, Recreation & Open Space to execute change orders if deemed necessary for the Project.

PASSED AND ADOPTED this ____ day of ______________, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

Exhibit A

AGREEMENT

DESIGN BUILD SERVICES
FOR THE
COAL CREEK GOLF COURSE
MAINTENANCE STORAGE BUILDING

City of Louisville
749 Main Street,
Louisville, Co 80027
Phone: (303) 335-4608
Fax: (303) 335-4550

Project Number: 620174
Date: 8/20/2025

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AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of August in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER or CITY)

and

RHINOTRAX CONSTRUCTION, INC.
(hereinafter called DESIGN-BUILD FIRM or CONTRACTOR)

WHEREAS, CITY desires to acquire the services of DESIGN-BUILD FIRM to complete the Coal Creek Golf Course Maintenance Storage Building Project, City Project Number: 620174 (the "Project"), at 801 Dillon Road Louisville, CO 80027. (the "Project Site").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, OWNER and DESIGN-BUILD FIRM agree as follows.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Amendments, and Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made part of this Agreement (all of said documents, including this Agreement, being referred to herein as the "Contract Documents"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project Site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) The Agreement, including Amendments and Exhibits; (2) Change Orders; (3) Work Directive Changes; (4) Field Orders; and (5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire agreement between parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. City shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design of, and all labor, materials, supplies and other items and services necessary for the construction of the Project ("Work") as set forth in Exhibit S, Scope of Work, and for all other services necessary for the construction of the Project.

B. Design-Build Firm's Responsibility with respect to design phase of the Project.

1. The Design-Build Firm shall prepare and the City shall approve a Pre-Construction Phase schedule, including the following:

    a. <u>PHASE 1 – SITE ANALYSIS AND DESIGN APPROACH:</u> Review site and Owner's plan for the project.

    b. <u>PHASE 2 – CONCEPTUAL DESIGN:</u> Develop conceptual and preliminary design to advise City concerning site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including costs of alternative designs or materials, preliminary budgets and possible economies.

    c. <u>PHASE 3 – SCHEMATIC DESIGN</u>: Prepare preliminary plans, develop project budget.

    d. <u>PHASE 4 – DESIGN DEVELOPMENT</u>: Upon approval of Schematic Designs and authorization from the City to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the project as to structural, mechanical, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project.

    e. <u>PHASE 5 – CONSTRUCTION DRAWINGS AND SPECIFICATIONS:</u> From approved Design Development Documents, the Design-Build Firm will prepare construction drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations.

    f. <u>PHASE 6 – PUD AND PLAT APPROVAL PROCESS:</u> The Design-Build Firm Team will prepare and submit required land development applications and materials, including a preliminary and final plat and PUD plan and shall meet with City Planning staff and attend public hearings

2. The Design-Build Firm and the City will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount of time as defined in Section 5. As Construction Drawings and Specifications are being completed, the Design-Build Firm will keep the City advised of the effects of any City requested changes on the Contract Time Schedule and/or the Total Contract Amount. Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the City and incorporated in exhibits. These Drawings and Specifications shall remain the property of the City and may be used by the City on this or other projects without the written consent of the Design-Build Firm.

C. Upon the completion of the Preconstruction Phase Services, the parties may enter into a Guaranteed Maximum Price ("GMP") for the construction of the Project. If the parties agree to a GMP, the GMP shall be added to this Contract by amendment ("GMP Amendment"). If the parties agree to a GMP Amendment to this Contract as provided for herein, the Design-Build Firm shall furnish and install all labor, materials and equipment and fully perform and complete the work required for the project, all in strict accordance with the contract documents, which are made a part of this contract.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the Work to the full satisfaction and acceptance of City, City shall pay the Design-Build Firm, in accordance with Exhibit T, Fee Schedule, for Work requested and rendered under this Agreement, a total not to exceed **FOUR HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS AND ZERO CENTS ($475,781.00)** ("Total Contract Amount")**.**

A. Pre-Construction Phases fees. For the performance of the design services set forth herein and for profit and overhead related to these services, a total not to exceed fee of **TWENTY SEVEN THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS AND ZERO CENTS ($27,935.00)** shall be paid to the Design-Build Firm. The Pre-Construction Phase Fee for the Project shall be paid in monthly payments. The first monthly payment shall become due thirty (30) days following the issuance by the City of the Notice To Proceed with design services for the Project and monthly thereafter based on the project schedule and approval by City of design deliverables.

B. Construction Phase Fee - GMP.

  a. Prior to commencement of the Construction Phase of the Project, the Design-Build Firm will fix a final GMP, guaranteeing the maximum cost to the Owner for the cost of the Work and the Design-Build Firm's fees. Such GMP will be guaranteed by the Design-Build Firm, subject only to modification for changes in the Work as provided in this Agreement. The final GMP shall be presented to the Owner for approval and shall include such information as required by the City. Acceptance of the GMP by the Owner shall be done by a mutual written GMP Amendment to this Agreement. Upon execution of the GMP Amendment, the GMP shall be part of the Contract Documents, shall supersede all prior summaries, schedules of values and estimates of construction cost; and will be subject to modification only for changes in the Work as provided in this Agreement.

  b. The Construction Phase Fee shall be paid in monthly payments. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the City. The final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the City, and only after final settlement and all other conditions to final payment have been satisfied. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the City.

SECTION 4. BONDS.

A. Design-Build Firm shall provide Performance and Labor and Material Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred (100%) of the Total Contract Amount, the cost of which shall be paid by Design-Build Firm.

B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Colorado, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of the Agreement.

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the commencement date established in each Phase's Notice to Proceed ("Commencement Date"). No Work shall be performed at the Project Site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. With respect to the Pre-Construction Phase, the Work shall be completed within **two hundred forty three (243)** calendar days from the Commencement Date. ("Contract Time"). Notwithstanding the foregoing, the parties acknowledge that the time for securing the required land use approvals is not fully within the control of the Design-Build Firm, and as such, the parties agree to extend the Contract Time to account for delays in the PUD and Plat Approval Phase of the Work when such delays are not the fault of Design-Build Firm.

B. The Contract Time for the Construction Phase Work, including the date for Substantial Completion and Final Completion, shall be established in the GMP Amendment.

C. City and Design-Build Firm recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the time specified in the Scope of Work. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, City shall be entitled to assess, as liquidated damages, but not as a penalty, **FIFTY DOLLARS, $50.00** for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the City on the date the City's Representative certifies in writing that the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Owner shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided in the Fee Schedule.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

E. Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by an act or neglect of the City, or is attributable to the City, the Design-Build Firm's sole and exclusive remedy is an extension of the of the construction completion date.

SECTION 6. <u>EXHIBITS INCORPORATED</u>

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Forms of Performance Bond and Labor and Material Payment Bond
Exhibit C:	Notice of Award
Exhibit D:	Notice to Proceed
Exhibit E:	Form Change Order
Exhibit F:	Form of Field Order
Exhibit G:	Work Change Directive Instructions
Exhibit H:	Form of Work Change Directive
Exhibit I:	Sample Form of Application for Payment
Exhibit J:	Form of Contractor's Proposal Request
Exhibit K:	Form of Contractor's Overtime Request
Exhibit L:	Form of Claim Release
Exhibit M:	Insurance and Safety
Exhibit N:	Form of Certificate of Substantial Completion
Exhibit O:	Form of Final Inspection Report
Exhibit P:	Form of Certificate of Final Completion
Exhibit Q:	Form of Guarantee Inspection Report
Exhibit R:	Contract Definitions
Exhibit S:	Scope of Work
Exhibit T:	Fee Schedule

SECTION 7. <u>NOTICES</u>

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the City shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: PROS Project Manager

B. All notices required or made pursuant to this Agreement by City to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Rhinotrax Construction, Inc.
1035 Coffman Street
Longmont, CO 80501
Attention: Michele King

C. Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction.

SECTION 11. NO WAIVER

The failure of the City to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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

This Agreement will be effective on August 20th, 2025.

OWNER: CITY OF LOUISVILLE,
COLORADO

By: ____________________________
Christopher Leh, Mayor

Attest: ____________________________
Genny Kline, Interim City Clerk

DESIGN-BUILD FIRM:
RHINOTRAX CONSTRUCTION, INC.

By: ____________________________
Michele King, President & Owner

Attest: ____________________________
Rob Weappa, Operations Manager

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the City in writing, and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the Project Site; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm shall submit to City, for its review and approval, a schedule of values based upon the Total Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the City, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit I.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the Project Site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by City, the City shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to the City's prior written approval.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the City on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the City shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the City's Representative for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

3.5. Except for applications for payment for Work performed relating to the Design Phase as specified in the Scope of Work, City shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the City for payment, whichever is less, up to one hundred percent (100%) completion. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to City.

Due to circumstances beyond the Design-Build Firm's control and at the City's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to Design-Build Firm upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall include or be accompanied by release and certification provisions acceptable to the City certifying that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The City shall not be required to make payment until and unless such certification furnished by Design-Build Firm.

4. PAYMENTS WITHHELD

4.1. The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The City may nullify the whole or any part of any approval for payment previously issued and City may withhold any payments otherwise due Design-Build Firm under this Agreement, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. City also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to City relating to or arising out of this Agreement.

5. FINAL PAYMENT

5.1. City shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by City in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.

6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by City if sufficient information is submitted by Design-Build Firm to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by City from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to City within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the City for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City in evaluating the proposed substitute. The City may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the City, if Design-Build Firm submits sufficient information to allow the City to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the City shall be the same as those provided herein for substitute materials and equipment.

6.5. The City shall be allowed a reasonable time within which to evaluate each proposed substitute. The City shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by City, during the Construction Phase, Design-Build Firm shall complete and submit to the City on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the City. The daily log shall document all activities of Design-Build Firm at the Project Site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project Site, and any other weather conditions which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Design-Build Firm and subcontractor personnel;

7.1.4. The number of Design-Build Firm and subcontractor personnel present and working at the Project Site, by subcontract and trade;

7.1.5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project Site;

7.1.7. Any unusual or special occurrences at the Project Site;

7.1.8. Materials received at the Project Site; and

7.1.9. A list of all visitors to the Project Site.

The daily log shall neither constitute nor take the place of any notice required to be given by Design-Build Firm to City pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project Site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the City, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to City for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to City by Design-Build Firm for City.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from City. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. CHANGES IN THE WORK

9.1. City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of City is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as **Exhibit E** to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and City concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Total Contract Amount shall be adjusted in the Change Order in the manner as City and Design-Build Firm shall mutually agree.

9.3. If City and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by City in a written Work Directive Change. In that event, the Total Contract Amount and Contract Time shall be adjusted as directed by City. If Design-Build Firm disagrees with the City's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Total Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. City shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The City shall have authority to order minor changes in the Work not involving an adjustment to the Total Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

11. OTHER WORK

11.1. City may perform other work related to the Project at the Project Site by City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to City within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Total Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Design-Build Firm shall inspect and promptly report to City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

12. INDEMNIFICATION AND INSURANCE

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the City and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by City to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless City where City's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

Notwithstanding the foregoing, if Design-Build Firm is providing architectural, engineering, surveying or other design services under this Agreement, the extent of the Design-Builder Firm's obligation to indemnify and hold harmless the City may be determined only after the Design-Builder Firm's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

City and Design-Build Firm agree one percent (1%) of the Total Contract Amount paid by City to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of City by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of this Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **Exhibit M** to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Colorado and/or responsible risk retention group insurance companies or trusts which are registered with the State of Colorado. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide City with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given to City of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self insurance program carried by the City applicable to this Project. The acceptance by City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the City.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit M**, unless such insurance requirements for the subcontractor are expressly waived in writing by the City. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name City of Louisville as an additional insured and shall contain severability of interest provisions. City of Louisville shall also be designated as certificate holder with the address of 749 Main Street, Louisville Colorado 80027. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City's Risk Manager. "Claims made" policies, if approved by the Risk Manager and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the City may terminate this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to City a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or any subcontractor under the Contract Documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for City, which shall include attorneys' fees and costs, both of which shall be done only if and when requested by City, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify City in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Colorado Workers' Compensation Law. Failure to adhere to the requirements of the above-named laws and regulations regarding safety shall be grounds for an immediate work stoppage until the deficiency is corrected.

14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition at least equal to that existing at the time of Design-Build Firm's commencement of the Work.

15. ASSIGNMENT

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of City. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward City.

16. LICENSES

16.1. A Contractor's License is required for all contractors working within the City. The license is available at the Building Department desk.

17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of this Agreement and such default shall be considered cause for City to terminate this Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or as provided for in the approved progress schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. City shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If City determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then City, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which City, in its sole discretion, may choose.

17.3. If City deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by City incident to such completion, shall be deducted from the Total Contract Amount, and if such expenditures exceed the unpaid balance of the Total Contract Amount, Design-Build Firm agrees to pay promptly to City on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Total Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that City is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against City shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm refuses to allow public access to all documents, papers, letters, or other material subject and made or received by the Design-Build Firm in conjunction with this Agreement then the City may, without prejudice to any right or remedy and after giving the Design-Build Firm and its surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against City shall be limited to that portion of the Total Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. City shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the City is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the City, a notice of final settlement shall be published twice by the City in accordance with C.R.S. 38-26-107, and no final settlement or payment shall occur until such publication has been made and the other conditions precedent to final settlement have been satisfied. Any final settlement payment shall be subject to withholding for proper verified claims pursuant to Section 38-26-107, C.R.S, if any.

20. WARRANTY

20.1. Design-Build Firm shall obtain and assign to City all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from City. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which City is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year warranty period.

21. TESTS AND INSPECTIONS

21.1. City, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide City with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish City the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the City, such work must, if requested by City, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given City timely notice of Design-Build Firm's intention to cover the same and City has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from City, such Work must, if requested by City, be uncovered for City's observation and be replaced at Design-Build Firm's sole expense.

21.4. The City shall charge to Design-Build Firm and may deduct from any payments due to Design-Build Firm all engineering and inspection expenses incurred by City in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the City nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or Work conforming to the construction plans or Contract Documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by City, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by City, remove it from the Project Site and replace it with un-defective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold City harmless for same.

22.2. If the City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, Design-Build Firm, at City's request, shall uncover, expose or otherwise make available for observation, inspection or tests as City may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and City shall be entitled to an appropriate decrease in the Total Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Total Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the City determine, at its sole opinion, it is in the City's best interest to accept defective Work, the City may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Total Contract Amount. If the City accepts such defective Work after final payment, Design-Build Firm shall promptly pay City an appropriate amount to adequately compensate City for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from City, to correct defective Work or to remove and replace rejected defective Work as required by City, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, City may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Design-Build Firm from any or all of the Project Site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possession of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which City has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow City, and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable City to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of City in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Total Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights and remedies hereunder.

23. SUPERVISION AND SUPERINTENDENTS

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to City except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project Site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. City shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of City or City’s separate contractors, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due to Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25. EMERGENCIES

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Design-Build Firm, without special instruction or authorization from City is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give City written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the City determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Total Contract Amount or an extension to the Contract Time.

26. USE OF PREMISES

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

27.1.3. Other property on Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the

Work is completed and final acceptance of same by City has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the City.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit M** of this Agreement.

28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the City to discuss the progress schedule included in the Scope of Work, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the City with respect to the Project, when directed to do so by City. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City.

EXHIBIT B

PERFORMANCE BOND

____, as Principal, hereinafter called the Contractor, and

____, as Surety, with general offices in

____
a Corporation organized under the laws of the State of ___________________________, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of **______________ ($____________)** in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated ___________________________, 20__, for the __________________ PROJECT in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this bond shall be null and void; otherwise, the Surety shall promptly remedy the default, or shall promptly 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion plus liquidated damages and all costs required to be paid by Contractor pursuant to the General Conditions of the Contract less the balance of the contract price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount paid by the City to Contractor.

In addition, if the Contractor or a subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or subcontractor in performance of the Contract, or shall fail to duly pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in the amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-106, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract of Work to be performed thereunder or the specifications of the Contract Documents shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

SIGNED AND SEALED this__________day of __________, 20____.

______________________________	______________________________
(Contractor)	**(Surety Company)**
By: ____________________________	Address: ______________________
(President)	
______________________________	By: ___________________________
______________________________	
(Attest)	(Attorney-in-fact)

EXHIBIT B

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

(Firm) ____
(Address) ____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)____
(Address)____
hereinafter referred to as "the Surety", are held and firmly bound unto the
CITY OF LOUISVILLE, 749 MAIN STREET, LOUISVILLE, COLORADO a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of
____ Dollars
($________________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the Owner, dated the _______ day of ____________________, 20___, a copy of which is hereto attached and made a part hereof for the performance of

____

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-105, C.R.S.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this ____________ day of ____________________________, 20___.

IN THE PRESENCE OF: PRINCIPAL	**PRINCIPAL:**
______________________________	BY: ______________________________
______________________________	______________________________ (Title)
(Corporate Seal)	Addresses:
	______________________________
	______________________________
	______________________________
IN THE PRESENCE OF:	**OTHER PARTNERS:**
______________________________	By: ______________________________
______________________________	By: ______________________________
IN THE PRESENCE OF:	**SURETY:**
______________________________	By: ______________________________ (Attorney-in fact)
______________________________	
(Surety Seal)	Address:
	______________________________
	______________________________

NOTE: Date of Bond must <u>not</u> be prior to date of Agreement.
If Contractor is a Partnership, all partners must execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the state of Colorado and be acceptable to the Owner.

EXHIBIT C

NOTICE OF AWARD

DATED: ___________________

TO: _________________________
____
____

PROJECT:
OWNER'S PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Please be advised that on __________ 20____, the City of Louisville, Colorado City Council awarded the _______________________ PROJECT to your company in the amount of $_________________ per your low unit price bid. In accordance with the Contract Documents, you are required to execute two copies of the Agreement and return both copies with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by ________________, 20___.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

CITY OF LOUISVILLE, COLORADO	ACCEPTANCE OF NOTICE
By: ______________________________	By: ______________________________
Title: PROJECT MANAGER	Title: ______________________________

EXHIBIT D

NOTICE TO PROCEED

DATED: ___________________

TO: _________________________
____
____

PROJECT:
OWNER'S PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

You are hereby notified that the Contract Time under the above Contract will commence to run on **_______________, 20___**. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within **_____ Contract Days** thereafter. The date of substantial completion of all Work is therefore **__________________, 20____.**

CITY OF LOUISVILLE, COLORADO

By: _______________________________

Title: _PROJECT MANAGER_________

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

DESIGN-BUILD FIRM: ___________________

By: _______________________________

Title: _______________________________

Date: _______________________________

EXHIBIT E

CHANGE ORDER NO. _____

DATED: ____________, 20___

PROJECT:

PROJECT NUMBER: OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:

Description: ____
____
____
____

Purpose: ____
____
____
____
____

Attachments: ____
____
____
____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	$____________________
Set change previous Change Orders No. __ to __	$____________________
Contract price prior to this Change Order	$____________________
Net adjustment resulting from this Change Order (+/-)	$____________________
Current contract price including this Change Order	$____________________

ADJUSTMENT TO CONTRACT TIME:

Original contract time (days or date)	________
Net change previous Change Orders No. __ to __ (days)	________
Contract time prior to this Change Order (days or date)	________
Net Adjustment Resulting from this Change Order (days)	________
Current contract time including this Change Order (days or date)	________

Recommended:	Approved:	Accepted:
______________________	CITY OF LOUISVILLE, COLORADO	______________________
PROJECT MANAGER	OWNER	DESIGN-BUILD FIRM
By: ______________	By: ______________	By: ______________
Date: ______________	Date: ______________	Date: ______________

EXHIBIT F

FIELD ORDER

No.______

TO: ______________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: ______________________

You are hereby directed and instructed to execute promptly minor variations in the Work by this Field Order as follows:

Attachments:

This form shall be used to authorize minor variations in the Work from the requirements of the Contract Documents, which do not include an adjustment in the Contract Price or the Contract Times.

CITY OF LOUISVILLE		**ACCEPTED BY DESIGN-BUILD FIRM**	
BY:	____________________	BY:	____________________
TITLE:	____________________	TITLE:	____________________
DATE:	____________________	DATE:	____________________

EXHIBIT G

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work that, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the contract Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

PROJECT MANAGER initiates the form, including a description of the items involved and attachments.

Based on conversations between PROJECT MANAGER and Contractor, PROJECT MANAGER completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE. Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable.

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once authorized by PROJECT MANAGER a copy will be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

EXHIBIT H

WORK CHANGE DIRECTIVE

No. _______

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

DATE ISSUED: ________________________ EFFECTIVE DATE: ___________________

You are directed to proceed promptly with the following change(s):

Description:
____
____
____

Purpose of Work Change Directive:
____
____
____

Attachments (List documents supporting change):
____
____
____

If a claim is made that the above change(s) have affected Contract Price of Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

____ Unit Prices
____ Lump Sum
____ Other ___________________________________
____
____

Method of determining change in Contract Times:

____ Contractor's Records
____ PROJECT MANAGER's Records
____ Other ______________________________
____
____

Estimated increase (decrease) in Contract Price:
$____
If the change involves an increase, the estimated amount Is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times
Substantial Completion: _______________days;
Ready for final payment: ______________days.
If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

____

PROJECT MANAGER

BY: _____________________________________

ACCEPTED:

____
____
____

DESIGN-BUILD FIRM

BY: _____________________________________

EXHIBIT I

APPLICATION FOR PAYMENT

PROGRESS PAYMENT NO. ______ FOR WORK THROUGH THE DATE OF: ____________________, 2012
PROJECT: AQUARIUS OPEN SPACE TRAILHEAD RENOVATION PROJECT
PROJECT NUMBER: 028-799-55330-76

DATE SUBMITTED: ______________________________, 2011

OWNER: CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, COLORADO 80027

CONTRACTOR: ______________________________

						QUANTITY			AMOUNT		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY PREVIOUS PERIOD	QUANTITY THIS PERIOD	QUANTITY TOTAL TO DATE	PREVIOUS PAYMENT	THIS PAYMENT	TOTAL PAYMENT
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$
				$	$				$	$	$

TOTAL BID PRICE $__________

TOTAL AMOUNT TO DATE $__________
AMOUNT PREVIOUS PAYMENT(S) $__________
RETAINAGE TO DATE $__________
PROGRESS PAYMENT NO. ____ AMOUNT TO CONTRACTOR THIS INVOICE $__________

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

1. All previous progress payments received from OWNER on account of Work completed under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _______ inclusive.
2. Title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such claim, security interest or encumbrance.)
3. Work covered by this Application for Payment is in accordance with the Contract Documents and not DEFECTIVE as that term is defined in the Contract Documents.

OWNER: CITY OF LOUISVILLE
APPROVED FOR PAYMENT

NAME: ______________________ DATE: ______________

TITLE: ______________________

CONTRACTOR: ______________________
TOTAL AMOUNT ACCEPTED FOR COMPLETED WORK DESCRIBED ABOVE.

NAME: ______________________ DATE: ______________

TITLE: ______________________

EXHIBIT J

CONTRACTOR'S PROPOSAL REQUEST

(Not a Change Order)

Date Submitted: __________________, 20___ No. _______

TO: ________________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

We hereby request the cost of the following proposed change in the Contract. A breakdown of the proposed cost is attached.

Description of the proposed change:

____

____

____

____

____

____

All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents. If the Work herein requested is approved by Change Order, the time of completion will be (increased), (decreased), (unchanged) by _______ calendar days.

New Substantial Completion Date: _____________________, 20__

This change will:

___ Increase the Contract by $_________________
___ Decrease the Contract by $_________________
___ No change in the Contract

SUBMITTED BY DESIGN-BUILD FIRM

BY: ____________________________________

DATE:___________________________________

DATE:___________________________________

CITY OF LOUISVILLE

___ Contractor's Proposal Request Accepted

___ Contractor's Proposal Request Not Accepted

BY: ____________________________________

DATE:___________________________________

TITLE:__________________________________

EXHIBIT K

CONTRACTOR'S OVERTIME REQUEST

Date Submitted: ___________________________, 20___

TO: _______________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

We hereby request to perform work on overtime in accordance with the terms, stipulations, and conditions of the Contract Documents.

Requested date of overtime work: ___________________________, 20___

Requested hours of overtime work: ___________ (a. m./p. m.) to ___________ (a. m./p. m.)

Description of proposed overtime work:

No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons, Saturdays, or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGER's and PROJECT MANAGER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, Saturdays, or at night between the hours of 5:00 p. m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges.

Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday thru Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays.

SUBMITTED BY CONTRACTOR

BY: ____

DATE: ____

DATE: ____

CITY OF LOUISVILLE

____ Contractors Proposal Request Accepted

____ Contractors Proposal Request Not Accepted

BY: ____

DATE: ____

TITLE: ____

EXHIBIT L

CLAIM RELEASE

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Application for Payment Number: ________________

Application for Payment Amount: ________________
Application for Payment Date: ________________

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project Name:

Project Number:

Description of Property (Address/Legal Description):

Owner: City of Louisville, Colorado

We acknowledge that the foregoing is an adequate description of the real property and improvement inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

______________________________	______________________________
SUPPLIER OR SUBCONTRACTOR	**CONTRACTOR**
By: ______________________________ President	By: ______________________________ President
Date: ______________________________	Date: ______________________________

EXHIBIT M

INSURANCE AND SAFETY

TO: ___________________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

The Design-Build Firm shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein:

A. Worker's Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Minimum limits of Worker's Compensation Insurance shall be:
   a. Each Accident $500,000;
   b. Disease Policy $500,000; and
   c. Disease Each Employee $500,000.

B. Commercial General Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), broad form contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards.

C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services or Work under this Contract.

D. For licensed professional services, Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate.

E. Contractor will provide Builder's Risk Insurance with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion less the value of the materials and equipment insured under Installation Floater Insurance plus the value of Owner furnished, Owner installed materials and equipment installed prior to Final Acceptance by the Owner. In the event of any Change Order resulting in the performance of additional Work, the amount of such insurance shall be increased to include the cost of such additional Work. The policy may have a deductible clause in such amount as may be approved by the Owner; provided, however, that the Owner shall not thereby be deemed to have incurred any obligation to reimburse Contractor or any other person for the amount of the deductible. The policy shall be written in "all risk" of loss completed value form and shall protect the Contractor, Subcontractors, Sub-subcontractors and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater Insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. The policy shall provide for losses to be payable to the Owner as named insured. The policy shall contain a waiver of subrogation by the issuer of such policy with respect to the Owner officers, agents and employees while acting within the scope of their employment.

F. The Contractor will provide Products and Completed Operations Insurance for a minimum of one (1) year after Final Payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the above mentioned period.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Design-Build Firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Build Firm's interests or liabilities, bur are merely minimums.

Except for workers compensation and professional liability, the Design-Build Firm's insurance policies shall be endorsed to name the City of Louisville as an additional insured to the extent of its interest arising from the agreement, contract or lease.

The Design-Build Firm waives its right of recovery against the City to the extent permitted by its insurance policies.

The Design-Build Firm's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Design-Build Firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Design-Build Firm or any other insurance of the Design-Build Firm shall be considered primary, and insurance of the City, if any, shall be considered excess as may be applicable to claims obligations, which arise out of the agreement contract or lease.

All coverages shall be continuously maintained to cover all liability, claims, and other obligations assumed by the Design-Build Firm. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Owner prior to the commencement of any services or Work under this Contract. The Certificate shall identify this Project by name and number and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) Days prior written notice by certified mail has been given to Owner. The completed Certificate of Insurance shall be sent to City of Louisville, Attn: Office of City Manager, 749 Main Street, Louisville, CO 80027.

Failure on the part of the Contractor or a subcontractor to procure or maintain polices providing the required coverages, conditions, and minimum limits shall constitute a material breach of Contract upon which the Owner may immediately terminate this Contract, or at its discretion the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by

Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Contractor from the Owner.

Owner reserves the right to request and receive a certified copy of any policy and all endorsements thereto.

EXHIBIT N

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: ___________________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

___

___

___

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within **thirty (30)** days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following documents are attached to and made a part of this Certificate of Substantial Completion:

Attachments:

___

___

___

(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the

Contract Documents.)

This certificate does not constitute an acceptance of Work or start of the guarantee period nor its release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Issuance of Substantial Completion does not commence the guarantee period with this certificate.

CITY OF LOUISVILLE, COLORADO		**ACCEPTED BY CONTRACTOR**	
BY:	______________________________	BY:	______________________________
TITLE:	______________________________	TITLE:	______________________________
DATE:	______________________________	DATE:	______________________________

EXHIBIT O

FINAL INSPECTION REPORT

DATE: _______________, 20___

TO: ______________________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

The PROJECT MANAGER has performed final inspection of the Work, and accepts the Work subject to the Contractor's performance and completion of the following repairs, corrections and/or replacements:

____

____

____

____

____

____

____

The PROJECT MANAGER does/does not (circle) hereby finally accept the work, and hereby certifies that the Contractor is eligible to receive final payment of the Work.

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: _______________________________	BY: _______________________________
TITLE: _______________________________	TITLE: _______________________________
DATE: _______________________________	DATE: _______________________________

EXHIBIT P

CERTIFICATE OF FINAL COMPLETION

DATE: ____________________, 20___

TO: _______________________________
PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

(specify)____

____

____

The Work to which this Certificate applies has been inspected by authorized representatives of the PROJECT MANAGER and the Work is hereby declared to be complete in accordance with the Contract Documents on

____
DATE OF FINAL COMPLETION

In consideration therefor, the OWNER agrees to make Final Payment to Contractor of all amounts retained by OWNER, except such amounts that are subject to verified claims pursuant to Section 38-26-107, C.R.S, if any.

CITY OF LOUISVILLE, COLORADO

BY: _____________________________

TITLE: _____________________________

DATE: _____________________________

CONTRACTOR

BY: _____________________________

TITLE: _____________________________

DATE: _____________________________

EXHIBIT Q

GUARANTEE PERIOD INSPECTION REPORT

DATE: ____________________, 20____

TO: ________________________________

PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

The PROJECT MANAGER performed the guarantee period inspection on ______________, 20 ___, which guarantee was originally due to expire on _________________, 20___.

The PROJECT MANAGER hereby determines that the project has ___/ has not ___ satisfactorily met the conditions required to pass the guarantee period inspection.

The identified following items of Work are defective and must be repaired, corrected and/or replaced:

____

____

____

____

____

The guarantee period shall be extended for the items listed above until the following date:

___________________, 20__

CITY OF LOUISVILLE, COLORADO	**CONTRACTOR**
BY: ______________________________	BY: ______________________________
TITLE: ______________________________	TITLE: ______________________________
DATE: ______________________________	DATE: ______________________________

EXHIBIT R

CONTRACT DEFINITIONS

DATE: ____________________, 20___

TO: ________________________________
PROJECT:
PROJECT NUMBER:
OWNER: CITY OF LOUISVILLE, COLORADO

Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and the plural thereof:

1. *Agreement* – The written contract between OWNER AND DESIGN-BUILD FIRM covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.

2. *Bonds* – Performance and Payment Bonds and other instruments of security.

3. *Change Order* – A written order issued by OWNER which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.

4. *City's Representative or Project Manager* – Is designated as the PROS Project Manager.

5. *Construction*- The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and construction and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.

6. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase, which shall be inclusive of all whatsoever for completion of the construction of the Project .

7. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.

8. *Contract Time*- The time stated in "Exhibit D" of the Agreement to achieve Substantial completion and to finally complete the Work so that it is ready for final payment in accordance with these General Conditions.

9. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER'S final payment (unless responsibility for the protection thereof has been assumed by OWNER as the time of damage pursuant to the Terms and Conditions of the Contract Documents).

10. *Design-Build Firm* – The individual or entity with whom OWNER has entered into the Agreement as indicated in the Agreement.

11. *Drawings* – Those portions of the Contract documents prepared by or for DESIGN-BUILD FIRM and approved by OWNER consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.

12. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

13. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the Design-Build Firm to submit a bill or invoice for final payment in accordance with these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion

14. *Invoice or Bill* – The form which is to be used by the Design-Build Firm in requesting progress or final payments and which is to be companied by such supporting documentation as is required by the Contract Documents.

15. *Laws and Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any an d all governmental bodies, agencies, authorities and courts having jurisdiction.

16. *Notice to Proceed* – A written notice given by OWNER to DESIGN-BUILD FIRM authorizing the Work to begin and fixing the date on which the Contract Time will Comment to run.

17. *Owner* – The City of Louisville, Colorado.

18. *Preconstruction Phase Fee-* The compensation to be paid to the Design-Build firm for services performed during the Preconstruction Phase which shall be inclusive of all whatsoever for completion of the preconstruction of the Project.

19. *Project* – The entire undertaking of the OWNER, identified by OWNER as indicated in the exhibits of the Agreement, of which the Construction t0 be provided under the Contract Documents may be the whole, or a part as may be indicate elsewhere in the Contract Documents.

20. *Schedule of Values* – A schedule prepared by DESIGN-BUILD FIRM and accepted by OWNER which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or division.

21. *Project Site or Site* – The real property or other areas designated in the Contract Documents as being furnished by OWNER for the performance of the Construction, storage, or access.

22. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.

23. *Submittal* – A written or graphic document prepared by or for DESIGN-BUILD FIRM which is required by the Contract documents to be submitted to OWNER.

24. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract documents, so That the Construction can be effectively and efficiently utilized for the purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.

25. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

EXHIBIT S

SCOPE OF WORK

The Design-Build Firm will work closely with City staff to deliver architectural and engineering documents (including schematic design, design development, construction drawings, details and specifications) required to obtain relevant regulatory approval and to satisfy all applicable building codes, permitting, inspections etc. The team will then be responsible for procurement and construction to deliver an occupiable building.

Scope of services should include:

1. Review of existing site survey and engineering documents
2. Completion of a project kick-off and site tour with City staff
3. Regular project status meetings with City staff (interval to be suggested by respondent)
4. Developing a minimum of two conceptual architectural designs for Owner review and input. Basic digital 3-D modeling and/or color rendering are preferred.
5. One in-person presentation to the Recreation Advisory Board (open to the public) to obtain resident input on conceptual design alternatives.
6. Design revision to incorporate stakeholder input and determine a final design.
7. Procurement and coordination of sub-contractors capable of developing plans for site, landscape, irrigation, structural (building and/or foundation), mechanical, electrical and/or plumbing components as needed for PUD approval and/or building permitting.
8. Coordination with a pre-fabricated metal building manufacture and/or General Contractor capable of advising on constructability and cost implications is preferred
9. Three cost projections to inform alignment with budget. (1 at the schematic level for each of the two concept alternatives and 1 at design development level)
10. Administration of the plat and PUD development review process including:
    a. Pre-Application virtual meeting with City Planning staff
    b. Completion and formal submittal of Land Use Application
    c. Preliminary Plat with Council approval (likely concurrent with Final Plat and PUD)
    d. Final Subdivision Plat in accordance with requirements set forth in the City of Louisville Municipal Code requirements (Section 16.12.090) and to satisfy potential public land dedication requirements as determined during the review process.
    e. Production/coordination of all required PUD Plan Sheets (electronic format)
        - Cover Sheet
        - Development plan
        - Utility plan*
        - Grading and drainage plan*
        - Landscape plan
        - Architectural elevations
        - Photometric plan and fixture cut sheets
        - Floor plans
        - Other plan sheets as necessary
          *Reflected on preliminary site plan (exhibit d)
    f. Any other items determined necessary to adequately review the application.
    g. Plan revisions and resubmittals as required.
    h. Presentations to the Planning Commission (1) and City Council (1).

11. If awarded, Construction Administration should include:

a. Leading weekly project meetings to review construction planning and/or progress
b. On-site construction observation at frequencies driven by construction scheduling and milestones
c. Monitoring of contractor's compliance with design intent, project specifications, permitting and codes to ensure requirements are met or exceeded
d. Assistance in resolving unexpected issues and unforeseen conditions so construction is not unnecessarily delayed.
e. Prompt review and response to shop drawings, submittals, requests for information, pay applications, etc.
f. Assistance in preparing and resolving punch list items and ensuring Certificate of Occupancy is obtained in a timely fashion

12. Construction of the building including:
    a. Hold/obtain contractor's license with the City of Louisville
    b. Obtaining bonding, insurance, building permits as needed for construction
    c. Procure and construct all aspects of the site, utilities and building infrastructure per approved design plans, PUD requirements, applicable building codes and City regulations.
    d. Provide support through Certificate of Occupancy, commissioning and warranty periods, as relevant.

PRELIMINARY PROJECT SCHEDULE:

- August 19th 2025 – Contract Approval
- September 1st – Notice to Proceed
- September 4th (or 11th) – Pre-Application Meeting with Community Development
- September 10th – Work begins by this date (10 days from Notice to Proceed)
- October 27th – Present SD concepts at Recreation Advisory Board (RAB)
- December 1st – Submit PUD application (1st submittal) no later than this date
- January 15th, 2026 – Receive comments back from Community Development
- February 15th – Revise, deliver 2nd submittal (SUBSTANTIAL COMPLETION)
- April 1st – Receive comments back from Community Development
- May 1st – Final PUD Approval (FINAL COMPLETION)
- June - Building Permit
- July 1st – Construction starts
- December 1st – Construction completes

EXHIBIT T

FEE SCHEDULE

PHASE	SERVICE ITEM	SERVICE FEE
1	Architecture & Engineering Design Services	$ 21,580.00
1	Planning & PUD Entitlement Services	$ 6,355.00
2	Site & Building Construction*	$ 434,726.00
2	Construction Administration	$ 13,120.00
1+2	**Total Lump Sum**	**$ 475,781.00**

Phase 1 = Pre-Construction Services
Phase 2 = Construction

*Figure represents an initial cost projection based on the scope of construction outlined in the Request for Proposal. A Guaranteed Maximum Price (GMP) for construction will be finalized based on an approved architectural design and incorporated into the contract by means of amendment prior to commencement of construction.

EXHIBIT U
FORM OF GMP AMENDMENT

GMP AMENDMENT TO AGREEMENT

This GMP AMENDMENT is made this _______ day of ______________, 20___ between the CITY OF LOUISVILLE ("Owner") and ________________ ("Design-Build Firm").

WHEREAS, the Owner and Design-Build Firm are parties to that certain Agreement dated August 20, 2025 for the Coal Creek Golf Course Maintenance Storage Building Project (City Project Number: 620174); and

WHEREAS, Section 2.C of the Agreement provides that upon completion of the Preconstruction Phase Services, the parties may enter into a Guaranteed Maximum Price ("GMP") for the Construction Phase of the Project; and

WHEREAS, the parties desire to enter into this GMP Amendment to establish the GMP.

NOW, THEREFORE, the Owner and Design-Build Firm agree as follows:

1. **GMP**. The parties agree that the GMP for the Construction Phase of the Project is $_______________, consisting of the following:
    a. Site & Building Construction: $___________
    b. Construction Administration: $__________
    c. Other (specify): $___________
    d. GMP (Total of above categories): $___________

2. **Basis of GMP.** The GMP is based on the GMP Supporting Documents attached hereto as Attachments _____ (____ pages).

3. **Plans and Specifications.** The Plans and Specifications for the Project are as listed in the GMP Supporting Documents. Design-Build Firm shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents and any modifications thereto.

4. **Contract Time for Construction Phase.** Notwithstanding any provision in the Contract Documents to the contrary, the Work for the Construction Phase shall be substantially completed within__________ (___) calendar days from the Commencement Date for such Phase. The Work shall be fully completed and deemed ready by the City for final completion within _________ (____) calendar days from Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling ___________(___) calendars days.

5. **Bonds.** Design-Build Firm shall obtain new payment and performance bonds, or increase the amount of the performance and payment bonds previously provided in connection with the Agreement, as required by Section 4 of the Agreement, so that each new bond, or with respect to increases in existing bonds, the sum of the amount of each existing bond and the increase in the amount of each such existing bond, shall equal or exceed the GMP, prior to supplying any labor or materials for prosecution of the Work under this GMP Amendment.

6. The Agreement, as herein amended by this GMP Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

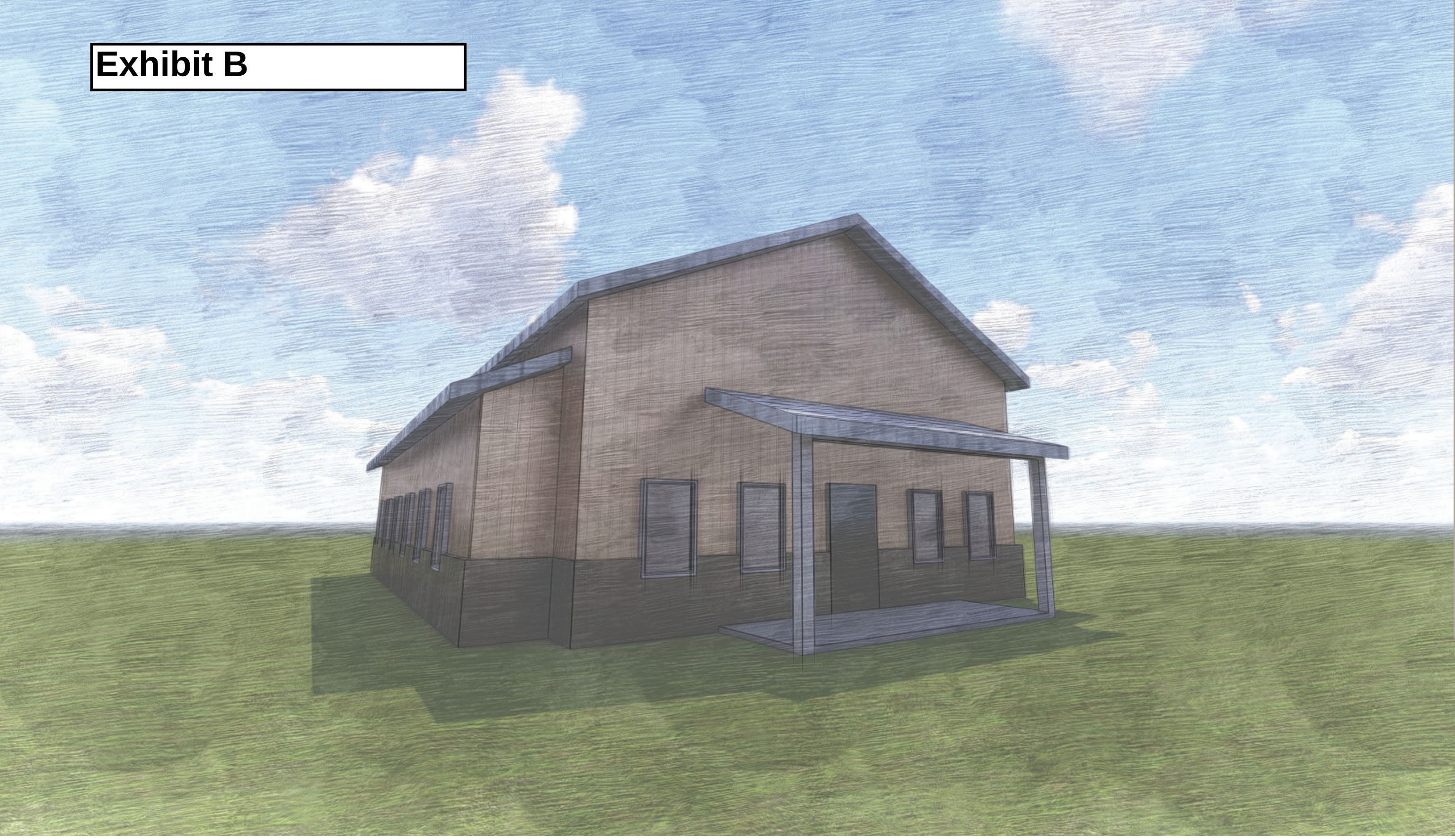
IN WITNESS WHEREOF, the parties have entered into this GMP Amendment on the date first above written.

OWNER: CITY OF LOUISVILLE, COLORADO **DESIGN-BUILD FIRM**:

By: ______________________________ By: ________________ ____________________

Attest: ____________________________ Attest: __________________________________

Exhibit B



RHINOTRAX CONSTRUCTION

ZAGA DESIGN GROUP

City of Louisville - Coal Creek Golf Course Maintenance Storage Builiding
Project Number: 620174

July 2 , 2025 3:00pm MST

City of Louisville
Parks, Recreation & Open Space
749 Main Street
Louisville, CO 80027

July 2, 2025

Dear Mr. Weber and Ms. Olson,

Rhinotrax Construction, in partnership with Zaga Design Group, Inc., is pleased to submit our joint proposal in response to the RFP for the Coal Creek Golf Course Maintenance Storage Building. As woman-owned and woman-led SBE and MWBE firms with extensive experience in municipal work, we are excited by the opportunity to bring our shared values and complementary strengths to this important City of Louisville project.

Together, our teams offer a fully integrated design-build approach tailored to deliver this 2,500 SF pre-engineered metal building efficiently, cost-effectively, and with the highest quality. Zaga Design Group will lead the architectural design, site planning, and stakeholder coordination efforts, while Rhinotrax will oversee pre-construction services, cost control, and full construction execution. Our approach ensures constructability and alignment with the City's budget, permitting process, and Commercial Development Design Standards and Guidelines (CDDSG).

Our experience includes delivering similar projects involving pre-engineered metal buildings (PEMB), parks and recreation facilities, and community-serving structures with complex stakeholder needs, operational constraints, and phased construction. Our teams have completed projects in a variety of settings, including production facilities and commercial environments, where attention to detail, proactive communication, and coordination are essential for success.

We believe the key to successful design-build delivery lies in clear communication, mutual accountability, and a unified commitment to the project's goals. Our firms are proud of the strong working relationship we've developed and the responsiveness and problem-solving mindset we bring to every phase of the work. We understand what it takes to deliver durable, functional spaces that reflect the needs of the community.

Thank you for considering our team. We would like to acknowledge receipt of Addendum 1 and Addendum 2. We look forward to the opportunity to collaborate with the City of Louisville and would be happy to provide any additional information or clarification you may need.

Sincerely,

Michele King
President, Owner Rhinotrax Construction
1035 Coffman Street, Longmont, CO 80501
michele@rhinotrax.com
(303) 682-9906

TABLE OF CONTENTS

RHINOTRAX CONSTRUCTION

Rhinotrax Construction started operations in 2004 as a women-owned and managed commercial general contractor created with the vision of providing true honesty, absolute integrity and uncommon value to clients seeking long-term relationship with their construction team. As a team, Rhinotrax is committed to continually creating value for our clients, trade partners, team members and community. The commitment extends to all of our partners: clients, architects, designers, consultants, trade partners, suppliers and employees.

Rhinotrax offers comprehensive commercial construction services backed by a highly experienced team, with field staff bringing 20 to over 50 years of hands-on supervision expertise. Their project management team collaborates closely with superintendents to oversee buyout, scheduling, quality control, and trade coordination, ensuring projects are completed successfully and exceed client expectations. By self-performing key scopes of work—including demolition, rough carpentry, blocking, door and hardware installation, drywall repair, painting, and flooring—Rhinotrax maintains greater control over quality, schedule, and cost. A dedicated project manager and coordinator streamline documentation and communication, delivering a seamless experience for owners, clients, trades, and suppliers.

ZAGA DESIGN GROUP

ZAGA DESIGN GROUP was formed in 2005 by Sandra Thompson as she set out to establish a community-centric design firm in the neighborhood of Northwest Denver. We are a proven firm of talented, experienced designers focused on infusing our projects with beauty, efficiency, thoughtful functionality, and our passion for creating beloved spaces in our community.

We provide Architectural Services to the Denver metro area including master planning, drafting/CAD, project planning, design & development, community planning, site planning, mixed use, ADU, commercial and residential design and development, and construction bidding, value engineering and administration. Our creative and technical professionalism ensure a high level of satisfaction throughout the design process. We commit to improving the quality of life for our clients by providing a customized approach and personalized touch throughout every phase of the project.

RHINOTRAX CONSTRUCTION +ZAGA DESIGN GROUP

Rhinotrax Construction and Zaga Design Group bring a strong, collaborative partnership to this design-build project, combining expert construction management with innovative architectural design. Zaga Design Group leads the project's design development with a focus on functionality, aesthetics, and alignment with client goals, while Rhinotrax provides construction expertise to ensure the design is executed with precision, efficiency, and quality. Together, the teams coordinate closely from concept through completion—integrating design intent with constructability, managing schedules and budgets, and self-performing key scopes of work to maintain control over quality and timeline. This integrated approach ensures a seamless project delivery that meets and exceeds client expectations.

WELD COUNTY FACILITIES

PROJECT SCOPE

This 12,000 SF addition and remodel project for Weld County included comprehensive site and interior work. The project featured a pre-engineered metal building and complete HVAC, plumbing, fire sprinkler, electrical, and fire alarm systems. Due to material constraints and backordered block material, we developed a plan to erect the building first and we then completed the masonry. Our ability to pivot and continue to drive the construction schedule allowed us to maintain the project goals and schedule timeline.

TYPE OF FACILITY

- Building: Pre-engineered Metal Building
- Location:
  Weld County, Colorado
- Size: 12,000 SF
- Construction Status: Completed 2024
- Key Team Member:
  Darren Sandhoff, PM
  Dan Lenox, Superintendent
- In conjunction with:
  Weld County PM: Will Hopkins

RHINOTRAX CONSTRUCTION

HAPPY HOUNDS ANIMAL BOARDING FACILITY

PROJECT SCOPE

Rhinotrax recently completed a 10,000 SF ground-up, pre-engineered metal building for a dog daycare and boarding facility located in our own "backyard." The project scope included surveying, erosion control, site grading, dry and wet utilities, excavation, asphalt and concrete paving, landscaping, foundations with grade beams and slab on grade, erection of the pre-engineered metal building, and installation of millwork, aluminum storefront, glazing, doors, overhead doors, and stone veneer wainscot. Interior work encompassed metal stud framing, drywall, painting, flooring, acoustical ceilings, bathroom accessories, as well as complete plumbing, fire sprinkler, mechanical, electrical, and fire alarm systems.

TYPE OF FACILITY

- Building: Metal Building Erection
- Location:
  Longmont, Colorado
- Size: 10,000 SF
- Construction Status: Completed April 2021
- Key Team Members:
  Brad Hicks, Project Manager
  Kent Poland, Superintendent
- In conjunction with:
  Olivia Mann, Owner

RHINOTRAX CONSTRUCTION

ALBERTSONS / SAFEWAY MILK PLANT METAL

PROJECT SCOPE

This project involved the design and construction of a metal building addition to an operational milk processing facility. The scope of work included earthwork, erosion control, underground utilities, and concrete foundations to support the installation of pre-engineered insulated wall panels and structural steel framing. Additional work included roofing, overhead and interior doors, painting, HVAC, process piping, milk processing tanks, and fire protection systems. The project also integrated a full electrical and fire alarm system, along with an FDA-compliant automated control system to support food-grade operations. Careful coordination was required to meet regulatory standards and minimize disruption to ongoing plant operations.

TYPE OF FACILITY

- Building: Metal Building Addition
- Location:
  San Leandro, California
- Size: 3,000 SF
- Construction Status: Completed 2021
- Key Team Members:
  Jim King, Senior PM/Superintendent
- In conjunction with:
  Tom Davis

ZAGA EXPERIENCE

RV AMERICA| *JOHNSTON, CO*

Building: Retail/Industrial
Size: 30,865 SF
Construction Status:
Completed 2011
Key Team Members:
Sandra Thompson, Lead / Design
Rebecca Aldaco, Lead/Design
In conjunction with:
Local Developer

2011 Expansion of existing RV sales and maintenance facility, including Wash Stations, Oil Changing Pits, Paint Booths. Worked with existing modules to create 11 new Service bays and integration of full air and oil distribution systems. Planning coordination with local municipalities, fire districts and steel building manufacturer.

GODDARD SHCOOLS | *LITTLETON+THORNTON, CO*

Building: School
Size: 8000 SF Each SF
Construction Status:
Completed 2001/2002
Key Team Members:
Sandra Thompson, Lead / Design
Rebecca Aldaco, Design
In conjunction with:
Local Developer

Worked with Corporate Prototype to develop two new schools in Denver Metro area. Buildings were designed around Prefabricated Metal building base, then wrapped with exterior materials to integrate in surrounding neighborhoods. Provided Planning and Building services with coordination with State licensing requirements.

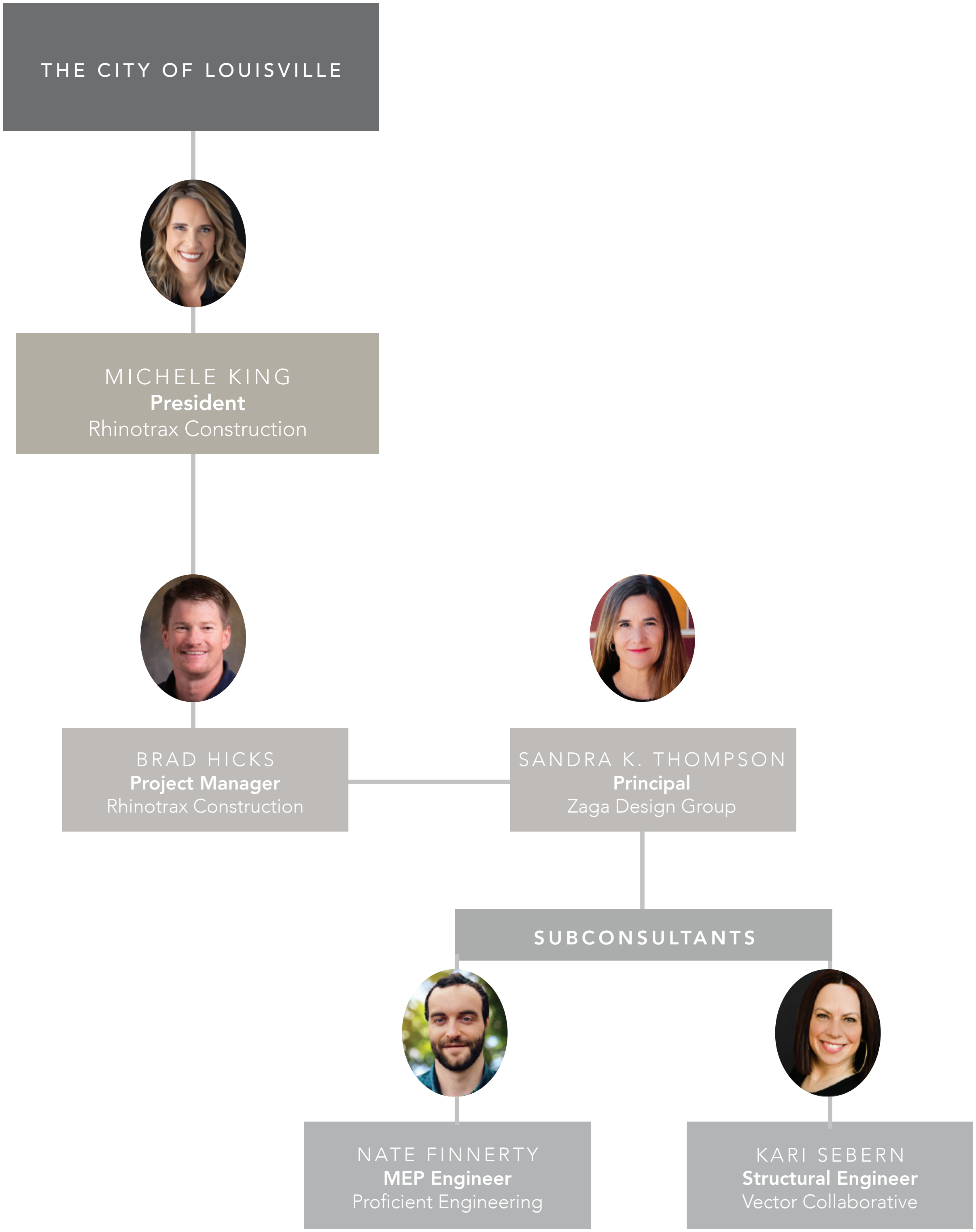
CP&M/R3NG | *DENVER, CO*

Building: Commercial Warehouse
Size: 5,129 SF
Construction Status:
Completed 2023
Key Team Members:
Sandra Thompson, Lead / Design
Rebecca Aldaco, Design
In conjunction with:
Lauren Morley|President CP&M/ R3NG|

Interior and exterior remodel of existing 5,129 SF warehouse space for new construction office and storage warehouse use with exposed steel structure. Scope included space planning, interior finish selections, and exterior improvements to landscaping and parking layout. Provided code analysis and coordination with the City and County of Denver for Change of Use.

ZAGA DESIGN GROUP

KEY PERSONNEL



As small businesses, both Rhinotrax Construction and Zaga Design Group offer clients the unique advantage of working directly with our senior team members. Our hands-on approach ensures clear communication, quick decision-making, and a deep personal investment in the success of every project. In a design-build setting, this means that from day one, our clients benefit from cohesive collaboration between design and construction, with leadership engaged at every step. Our streamlined teams are committed to proactive project management, addressing potential gaps before they become issues, and maintaining alignment with budget and schedule goals through diligent oversight.

REFERENCES

Olivia Mann- Owner Happy Hounds

Owner
1651 Skyway Drive
Longmont, CO 80504
(303) 550-4222
owners@happyhounds.com

Tom Davis- Albertsons

Alberstons Corporate Operations Engineering Manager
2000 Adams Avenue
San Leandro, CA 94577
(986) 210-2437
tom.davis@alberstons.com

Gabi Tobin- City of Aurora

Project Engineer
15151 E. Alameda Parkway
Aurora, CO 80012
(303) 739-1735
GTobin@auroragov.org

EXHIBIT A - DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

☒ NO KNOWN RELATIONSHIPS EXIST

☐ RELATIONSHIP EXISTS (Please explain relationship)

____

____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Michele King
Printed or Typed Name

President
Title

[signature]
Signature

July 2, 2025
Date

EXHIBIT B - COST PROPOSAL FORM

PROJECT: Design/Build Services - Golf Course Maintenance Building
PROJECT NUMBER: 620174
OWNER: City of Louisville, CO

LEAD FIRM: Rhinotrax Construction

LINE	SERVICE ITEM	SERVICE FEE	NOTES
1	Architecture & Engineering Design Services	$ 11,580.00 *	
2	Planning & PUD Entitlement Services	$ 6,355.00	
3	Site & Building Construction*	$ 434,726.00	See Exhibit D site plan for highlighted scope. Price should include listed alternates.
4	Construction Administration	$ 13,120.00	Includes GC Fees
5	Other:	$	if applicable
6	**Total Lump Sum Bid (Design + Construction)**	$ 465,781.00 *	sum of lines 1-5

*Line 3 should reflect a preliminary guaranteed maximum price (GMP) to construct the facility.

SCHEDULE OF SUBCONTRACTORS	
Company Name	**Services Provided**
Zaga Design Group, Inc	Architecture and Design Services
Proficient Engineering	Mechanical, Electrical and Plumbing Engineering Services
Vector Collaborative	Structural Engineering
Notes: Once we go through the Design Discovery phase of the project, we will reverify our numbers with our subconsultant community to get accurate numbers.	

SIGNATURE:

DATE: July 2, 2025

NAME: Michele King

TITLE: President

*As of 8/8/25 the cost proposal has been revised to $475,781 to include an additional $10,000 of Architectural & Engineering Design Services related to civil and electrical engineering.

Refer to Agreement Exhibit T - Fee Schedule for contract costs.

SITE & BUILDING CONSTRUCTION ASSUMPTIONS

Based on the information provided we have made the following assumptions for the construction of the new 2,500 SF PEMB.

- Demolition of existing concrete pad shown
- Excavation for building foundations and site concrete area
- Includes 2′ over excavation under the footings with import of new structural fill per the soils report.
- Removal of existing storm drain to adjacent concrete pad.
- Assumes spread footings with 2′ stem walls.
- 10 concrete piers for steel columns
- Backfill foundations with onsite excavated materials.
- Grading for parking areas to level surface
- Installation of 4″ fire main from street to building approximately 410 LF.
- One street cut with asphalt patch and use of existing soils to fill open trenches.
- Excess spoils from the excavation shall be spread on site.
- Hand seeding and raking of areas disturbed by excavation for fire line from the street and electrical service from existing building.
- Excludes storm drainage work or other site utilities.
- Site concrete to include.
    - Footings/Foundations and slab for new trash receptacle/relocated fuel tank area
    - Remove and replace concrete pad near adjacent building.
- 5″ slab on grade for the building
- Vapor barrier under building slab
- Concrete washout
- Masonry wall around trash enclosure on three sides.
- 2 – Painted steel trash enclosure gates
- Furnish and erect PEMB with standing seam metal roofing, gutters, and downspouts.
- 2 awnings/overhangs with steel column support
- 2 - 10′X10′ overhead doors manually operated
- 3 – 3′X7′ hollow metal frame/hollow metal doors painted
- 11 – 3′X5′ aluminum or vinyl windows
- Assumes one 5′X5′ conditioned closet with electric wall heater to serve as the fire riser room.
- 2 – wall mounted fire extinguishers
- Fire sprinkler to be dry head type.
- Includes fire alarm devices.
- Excludes all plumbing or HVAC.
- Includes connection of electrical service from adjacent building.
- One subpanel 200 amp to serve for LED shop lighting and 5 convenience outlets.
- Alternates included in base bid number:
    - Alternate #1 Concrete on North side of the building $9,040
    - Alternate #2 Additional concrete and separation walls at materials storage area per Addendum #1 Q&A $17,615.00

Exhibit C

Fee Tabulation - Golf Course Maintenance Building

Proposals Received by 7/2/25 3pm MST

	Service Fees Submitted in Exhibit B - Cost Proposal Form					
Contractor	**Fee Total**	**Architecture & Eng**	**Planning & PUD**	**Site & Building Construction**	**Construction Adminstration**	**Other**
Rhinotrax	$ 465,781.00*	$ 11,580.00*	$ 6,355.00	$ 434,726.00	$ 13,120.00	$ -
LSE + Markley Design	$ 495,200.00	$ 28,335.00	$ 38,415.00	$ 409,900.00	$ 18,550.00	$ -
Earth Saving Solutions	$ 624,553.80	$ 12,000.00	$ 12,000.00	$ 552,511.20	$ 48,042.60	
TCC	$ 737,925.00	$ 56,722.00	$ 12,450.00	$ 626,828.00	$ 33,425.00	$ 8,500.00
BBD + D2C Architecture	$ 856,316.00	$ 111,120.00	$ 8,870.00	$ 645,900.00	$ 90,426.00	$ -
Happel	$ 1,115,406.00	$ 32,283.00	$ 19,081.00	$ 1,039,679.00	$ 9,302.00	$ 15,061.00

Note: Respondents are listed in order of fee total only. Full evaluation, ranking or selection has NOT been made at this time.

*As of 8/8/25 the cost proposal has been revised to $475,781 to include an additional $10,000 of Architectural & Engineering Design Services related to civil and electrical engineering.

Refer to Agreement Exhibit T - Fee Schedule for contract costs.

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 7D

SUBJECT: **RESOLUTION NO. 59, SERIES 2025 – A RESOLUTION ESTABLISHING REFUSE, RECYCLABLES AND COMPOSTABLES COLLECTION AND DISPOSAL FEES EFFECTIVE SEPTEMBER 1, 2025 FOR THE CITY OF LOUISVILLE, COLORADO**

DATE: **AUGUST 19, 2025**

PREPARED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

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

SUMMARY:
Staff recommends City Council pass Resolution No. 59, Series 2025, for approval of a 1.44% increase to trash, recycling, and composting rates billed to residents by the City and then paid to Republic Services in accordance with the terms of their current contract with the City.

The City awarded a 5-year annually renewable residential single hauler solid waste contract to Republic Services on June 18, 2024. The contract provides for adjustment of pricing each year by the Consumer Price Index – All Urban Consumers, Water and Sewer Trash Index (WST).

For the average rolling 12 month period from May 2024 to May 2025 the calculated index increase is 4.83% to be applied to collection related costs.

Additionally, during contract negotiations for electric vehicle (EV) premiums, the City negotiated vehicle utilization capacity into the contract. Louisville's routes require 4 trucks, 4 days per week to provide it's curbside trash, recycling, and compost services. Louisville is charged $1.31 per EV truck per month. At any point in time that Republic Services contracted surplus EV utilization capacity the City would recognize a price reduction. The Town of Superior elected to contract with Republic Services for services utilizing EV collection vehicles. On April 1, 2025, per contract terms, the City's EV premium was reduced from $1.31 per EV truck per month to $1.21 per EV truck per month. The City also pays $0.03 per truck per month or $0.12 per month total for purchase of renewable energy to ensure the EV trucks are charged by 100% renewable energy.

Customers have been receiving the EV premium reduction via pass through billing from Republic since April 1, 2025.

The net increase for the base 35 gallon service in the 2025/2026 contract year incorporating the WST increase and EV premium reduction is 1.44%.

Based upon the contract terms the following table represents current 2024/2025 Republic Services rates versus proposed 2025/2026 rates:

Refuse with Recycling & Compost Included	September 1, 2024		September 1, 2025	
Electric Vehicle Premium (April 1, 2025 Change)	$	5.36	$	4.96
35 Gallon	$	15.20	$	15.93
65 Gallon	$	30.40	$	31.87
95 Gallon	$	45.60	$	47.80
Addl 35g Increment past 95g service (1 - $15.20 to Customer)	$	5.00	$	5.24
Addl 35g Increment Recycle/Compost past 96g service	$	3.50	$	3.67
Weekly Recycle or Compost Surcharge	$	8.00	$	8.39
Other Services				
35 Gallon Prepaid Sticker (4)	$	3.75	$	3.93
Drive In Service	$	10.50	$	11.01
Cart Roll Out Service	$	10.50	$	11.01
Cart Size Change After 3rd of Year	$	17.50	$	17.82
$2.35 Administrative Fee, $0.70 Hazmat Fee (2)	$	3.05	$	3.05
Minimum Monthly Charge (3)	$	22.91	$	23.24

Notes:

(1) City Charges Base 35g Rate per 32g Increment ($13.92)
(2) Set Separately by City
(3) EV, 35g Trash, $2.35 Admin
(4) Will charge $4.00 to Customer at Counter

In addition, the attached resolution carries forward the 70 cents per month hazardous materials management facility fee for services and expenditures related to the Boulder County Hazardous Materials Management Facility Intergovernmental Agreement and which fee was previously set by City Council resolution.

BACKGROUND / PRIOR DISCUSSIONS:

DEVELOPMENT PROPOSAL:
N/A

ANALYSIS:

2025 COUNCIL WORK PLAN:
Core Service – to enable residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
There is approximately a net zero fiscal impact to the City for this approval. Republic Services charges the City. The City charges residential customers on the Utility Bill. There are minor miscellaneous and delinquent charges that the Solid Waste Fund absorbs.

ALTERNATIVE(S):

RECOMMENDATION:
Staff recommends City Council pass Resolution No. 59, Series 2025, A Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2025 for the City of Louisville, Colorado.

ATTACHMENT(S):
1. Resolution No. 59, Series 2025
2. 2025 Republic Services Contract Adjustment Request / Proposal

RESOLUTION NO. 59
SERIES 2025

A RESOLUTION ESTABLISHING REFUSE, RECYCLABLES AND COMPOSTABLES COLLECTION AND DISPOSAL FEES EFFECTIVE SEPTEMBER 1, 2025 FOR THE CITY OF LOUISVILLE, COLORADO

WHEREAS, pursuant to the City of Louisville Charter, the City of Louisville Municipal Code and state law, the City is authorized to fix, establish, impose, maintain and provide for the collection of rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City; and

WHEREAS, the current rates, fees and charges for such services were established by the Republic Services 5-year Contract approved June 18, 2024; and

WHEREAS, the City Council by this resolution desires to revise the various rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City, effective September 1, 2025;

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

SECTION 1. For refuse, recycling, and compost collection and disposal, the following rates, fees and charges shall apply and be charged effective September 1, 2025:

Container Size	Rate
35 Gallon	$20.89/month
65 Gallon	$41.78/month
95 Gallon	$62.67/month
Extra Refuse Bin per 30 Gallon Increment	$15.93/month
Extra Recycle Bin per 30 Gallon Increment	$3.67/month
Extra Compost Bin per 30 Gallon Increment	$3.67/month

Each account subject to refuse collection and disposal service shall be entitled to recycling service and compost service at no additional charge for up to 95-gallon container. Upon having 95-gallon container of refuse, recycle, or compost collected, additional charges shall apply for extra collection based upon 30-gallon increment apply.

SECTION 2. For other services provided by the City, the following rates, fees and charges shall apply and be charged effective September 1, 2025:

Service	Fee
32 Gallon Prepaid Sticker	$4.00/each
End of Month Service Changes	No Charge
Mid-Month Service Changes or Prorations	Included
Drive In Service	$11.01/month*
Cart Roll Out Service	$11.01/month*
First Large Item Pickup Per Quarter	No Charge**
Cart Change Fee (Up to 3 Free per year)	$17.82 each

*Any residents who need this service due to a disability will receive this service at no charge.

**Excludes Freon-containing appliances and hazardous waste.

SECTION 3. A $2.35 per month administrative fee shall be added to each account subject to Ordinance No. 1545.

SECTION 4. Residences that do not use City service and that are not excluded from City service as set forth in Section 8.64.070 of the Louisville Municipal Code shall be charged a minimum monthly charge of $23.24, effective September 1, 2025.

SECTION 5. A 70 cent per month hazardous materials management facility fee shall be added to the bill for City water service for each dwelling unit and single-family home for services and expenditures related to the Boulder County Hazardous Materials Management Facility Intergovernmental Agreement.

SECTION 6. Rates, fees and charges hereunder shall be billed in conjunction with the bill for City water service. For residences that do not have a water billing account, there shall be established an account for billings hereunder.

SECTION 7. Should it be necessary to set fees for special services not covered by the rates and fees established in Sections 1, 2 and 3, the Public Works Director is authorized to set such fees needed to cover the actual cost of providing such services.

SECTION 8. Resolution No. 67, Series 2021, Residential Refuse and Recycling is hereby repealed effective September 1, 2025. Such repeal 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 the provisions of such resolution, and such provisions 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.

PASSED AND ADOPTED this ______ day of _________________, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

Outlook

EV Premium Reduction in Price

From Petrovich, Mark <MPetrovich@republicservices.com>
Date Fri 2/14/2025 7:14 AM
To Kurt Kowar <kurtk@Louisvilleco.gov>
Cc Gilmore, Steve <SGilmore@republicservices.com>

Hello Kurt,

Nice seeing you again yesterday and what a pleasant surprise to see Sarah there as well. As we discussed, we will be using the Louisville EV vehicles in Superior on Monday's when they are not in service in Louisville. However, the Rear Load EV in Louisville will be working in Louisville on Monday as we divided up the alley routes on Wednesdays' into two collection days, Monday and Wednesday. We did that so we could be 100% EV in Louisville and not have to use an RNG Rear Load to complete the work all in one day. Superior will be using three (3) EV Automated Side Load vehicles to service their city. Based on the final house count we may have to add a 4th truck on Monday in Superior but that would have to be a RNG truck as we don't have another EV vehicle available that day. The reduction in pricing is listed below.

- Current rate of $1.31 per truck per month ($5.24 + $0.12 carbon offset = 5.36)
- New rate of $1.21 per truck per month ($4.84 + $0.12 carbon offset = $4.96)

The Town of Superior contract and will begin April 1st, 2025. The reduction in pricing will begin April 1.

Mark Petrovich
Area Sr. Manager Municipal Sales

770 East Sahara Avenue
Las Vegas, NV 89104
e mpetrovich@republicservices.com
c 720-841-3150
w RepublicServices.com

REPUBLIC SERVICES

Sustainability in Action

Outlook

City of Louisville Price Increase Calculation

From Gilmore, Steve <SGilmore@republicservices.com>
Date Thu 7/10/2025 2:41 PM
To Kurt Kowar <kurtk@Louisvilleco.gov>
Cc Von Steeg, Jamie <JVonsteeg@republicservices.com>; Roundy, Susan <SRoundy@republicservices.com>

1 attachment (43 KB)
Louisville Rate Increase September 1 2025.pdf;

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Kurt,

Republic Services is sending notification of the upcoming price increase that will go into effect September 1, 2025, with a rate increase of 4.83%. This rate increase does not impact your EV rates, and Jamie Von Steeg will be providing you the price increases on the commercial side of your contract.

Currently, the 12-month running average for Water/Sewer/Trash based off the Bureau of Labor Statistics is 4.83% through May, the most current data available.

2025 CPI Actual

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly	4.43%	4.88%	4.93%	4.88%	5.20%	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
Rolling 12 Month Avg	4.89%	4.86%	4.83%	4.79%	4.83%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Please see the attached document for rates effective September 1, 2025.

Republic Services is committed to the long-term viability of your program and appreciates the partnership we have developed with the City of Louisville and the ongoing business relationship.

Please reach out with any questions that you might have.

Steve Gilmore
Municipal Relationship Manager
Metro Denver and Colorado Springs

5075 E 74th Avenue
Commerce City, Colorado 80022
e sgilmore@republicservices.com
c 425-628-3144
w RepublicServices.com

REPUBLIC SERVICES
Sustainability in Action

City of Louisville Rates
Price Increase 4.83%

Republic Charges	Current	Increase	New rate
EV	$4.96		$4.96
	Current rate	Increase	New rate
35-gallon	$15.20	$0.73	$15.93
65-gallon	$30.40	$1.47	$31.87
95-gallon	$45.60	$2.20	$47.80

City Charges including Admin and EV Charge		Website
Trash	Charge	New rate
35-gallon	$22.51	$23.24
65-gallon	$38.11	$39.18
95-gallon	$53.51	$55.11

Additional Trash	Current Charge	Increase	New rate
35-gallon	$15.20	$0.73	$15.93
65-gallon	$30.40	$1.47	$31.87
95-gallon	$45.60	$2.20	$47.80

Additional Trash	Charge	New Rate
35-gallon	$15.20	$15.93
65-gallon	$30.40	$31.87
95-gallon	$45.60	$47.80

Extra Container Rec/Compost	Charge	Increase	New Rate
35-gallon	$3.50	$0.17	$3.67
65-gallon	$7.00	$0.34	$7.34
95-gallon	$10.00	$0.48	$10.48

Weekly Recycle/ Compost	Charge	Increase	New rate
Billed Quarterly	$8.00 per month	$0.39	$8.39
to resident			

Trash Tags	Increase	New rate
$3.75	$0.18	$3.93

	Current Charge	Increase	New Rate
Carry out	$10.50	$0.51	$11.01

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 7E

SUBJECT:	**RESOLUTION NO. 60, SERIES 2025 – A RESOLUTION AUTHORIZING ASSIGNMENT TO THE HOUSING AUTHORITY OF THE COUNTY OF BOULDER, COLORADO OF THE CITY'S PRIVATE ACTIVITY BOND ALLOCATION FOR 2025 PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE**
DATE:	**AUGUST 19, 2025**
PREPARED BY:	**SAMMA FOX, DEPUTY CITY MANAGER** **ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR**
PRESENTED BY:	**ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR** **SAMMA FOX, DEPUTY CITY MANAGER**

SUMMARY:
In 2025, The City of Louisville received a Private Activity Bond (PAB) allocation of $1,277,471. PAB allocations occur annually through the Colorado Department of Local Affairs (DOLA), and if not utilized or assigned to another eligible entity the funds are scheduled to revert back to the State on September 15th, 2025. Once reverted back to the State, DOLA will determine how to allocate the PAB to affordable housing or other eligible projects that have submitted for excess PAB from across Colorado. The Boulder County Housing Authority (BCHA) will use the allocation to support affordable housing development in Boulder County, specifically for the Willoughby Corner project in Lafayette, which will advance the Countywide Regional Affordable Housing Goals.

Staff recommends City Council approve the resolution and all associated documents to assign Louisville's 2025 PAB allocation to the Boulder County Housing Authority (BCHA).

BACKGROUND / PRIOR DISCUSSIONS:
Private activity bonds allow municipalities or housing authorities to issue the bonds for privately developed projects, but the issuing municipalities and housing authorities have no obligation to pledge their credit or repay investors. Instead, an underwriter brings the bonds to market, investors purchase the bonds (resulting in bond proceeds), and the underwriter uses the bond proceeds to make a loan to a project; the project developer then pays back the loan and the investors are repaid, plus interest. More information on the State of Colorado Private Activity Bond Program can be found here.

Once assigned, BCHA will issue the bonds allowed through the City's allocation, which will then be used for the Willoughby Corner project in Lafayette.

The City of Louisville first began receiving a PAB allocation in 2016. The Private Activity Bond program, overseen by the DOLA Division of Housing, supports the investment of bond funds in privately developed projects. The bonds are tax-exempt and the amount of bonds issued statewide is limited by the IRS. The state awards 50% of the total bonding authority to Colorado Housing and Finance Authority (CHFA) and the Colorado Agricultural Development Authority (CADA), and the remainder to local governments with a population over 20,000. Local governments are awarded a portion of the state's PAB authority based on population, with a per capita allocation of $50 per person. Louisville's 2025 PAB Allocation is $1,277,471.

City Council last discussed PABs on August 20, 2024 and approved a resolution in support of the Boulder County Housing Authority (BCHA) using the allocation to support the Willoughby Corner project in Lafayette.

ANALYSIS:

As financing for affordable housing projects has become increasingly challenging, there has been greater demand for the assignment of unused PAB allocations. To address this, the City developed a process to prioritize the assignment of Louisville's PAB allocation, should the City not plan to utilize it, to support investments within the City or our region. It was determined that BCHA projects in the City of Louisville should be the highest priority, and if there was no local project needing the allocation the city would first consider the needs of BCHA elsewhere in Boulder County, then the needs of other local housing authorities (Boulder Housing Partners and Longmont Housing Authority), and finally, if requested, the needs of our neighboring or other front range communities.

For 2025, Louisville can carry forward the balance (for up to three years), relinquish to the State or the Colorado Housing and Finance Authority (CHFA), assign to another local government or housing authority, or issue to a qualifying project. Staff is not aware of any local projects that would qualify and has not received any requests for assigning the Louisville PABs within the City of Louisville. BCHA has reached out and requested the City again assign its allocation to BCHA, specifically for the Willoughby Corner project in Lafayette. Assignment for BCHA use in a neighboring city aligns with established prioritization standards.

2025 COUNCIL WORK PLAN:

The 2025 housing priority calls out the importance of partnership with regional efforts. While assigning this to a BCHA project in Lafayette does not add units in Louisville, it supports the region and collaboration that may benefit the City when Louisville is completing housing projects and is in a position to ask for PAB assignments from others.

FISCAL IMPACT:

Budgeted?: **N/A**

There is no fiscal impact. The PABs are not local funds, rather bonding authority, and there is no cost to assign the PABs.

ALTERNATIVE(S):
The following are alternatives that Council may consider for the City's 2025 PAB allocation:

- Assign the PAB allocation to the BCHA for the Willoughby Corner project in Lafayette. This is consistent with policy to support the BCHA and other local projects when there are no qualifying projects in Louisville. It also allows combining of PAB allocations to support larger reginal projects over time, such as Willoughby Corner.

- Relinquish the City's PAB allocation to the statewide balance, which will then be awarded by the state to other projects through a competitive application process. The City would then not be able to assure that the PAB allocation would benefit Louisville or neighboring communities.

- Assign the PAB allocation to CHFA to assist with a qualified project. As with relinquishing the City's PAB allocation to the Statewide balance, the City would then not be able to assure that the PAB allocation would benefit Louisville or neighboring communities.

- Carry forward the City's PAB allocation for up to three years. The City has not been approached by any projects interested in using the City's 2025 PAB allocation in future years. If the City does initiate a project with BCHA or others in coming years, the City or BCHA could then request PAB allocations from other local jurisdictions in those years when the PAB is needed to finance the project rather than speculatively carrying forward the allocation.
-
- Issue the City's PAB allocation to a local qualifying project. The City has not been approached by any projects interested in using the City's 2025 PAB allocation and is not aware of any qualifying projects in Louisville.

RECOMMENDATION:
Staff recommends City Council approve Resolution No. 60, Series 2025 and all associated documents to assign Louisville's 2025 PABs to Boulder County.

ATTACHMENT(S):
1. Resolution No. 60, Series 2025
2. Assignment of Allocation
3. Louisville 2025 PAB Allocation

RESOLUTION NO. 60
SERIES 2025

A RESOLUTION AUTHORIZING ASSIGNMENT TO THE HOUSING AUTHORITY OF THE COUNTY OF BOULDER, COLORADO, OF THE CITY'S PRIVATE ACTIVITY BOND ALLOCATION FOR 2025 PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Louisville (the "City") is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the "Allocation Act"), the City has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling for the year 2025 (the "2025 Allocation"); and

WHEREAS, the Housing Authority of the County of Boulder, Colorado (the "Authority") has requested that the City assign all of the 2025 Allocation in an amount equal to $1,277,471 (the "Assigned Allocation") to the Authority pursuant to Section 24-32-1706 of the Allocation Act for the purpose of assisting in the financing of "projects" within the meaning of Title 29, Article 4, Part 5, Colorado Revised Statutes, as amended, in the County of Boulder, Colorado; and

WHEREAS, the City Council of the City of Louisville has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Louisville and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the Assigned Allocation by the Authority; and

WHEREAS, there has been presented to the City Council of the City (the "City Council") the form of an Assignment of Allocation (the "Assignment").

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

Section 1. Authorization of Assignment. The City Council hereby authorizes the assignment of the Assigned Allocation to the Authority for the purposes described above and in the Assignment accompanying this resolution.

Section 2. Approval of Assignment of Allocation. The form, terms and provisions of the Assignment hereby are approved; provided, however, that the Mayor is hereby granted authority to negotiate, and the City Attorney is granted authority to approve as to form, such revisions to said Assignment as the Mayor determines are necessary or desirable for the protection of the City and not inconsistent with the approval thereof by this resolution.

Section 3. Execution. The Mayor is hereby authorized and directed to execute, and the City Manager is authorized to deliver, the Assignment with such changes therein as are approved pursuant to Section 2 of this resolution The execution of the Assignment shall be conclusive evidence of the approval by the City Council of such document in accordance with the terms hereof.

Section 4. Further Action. The City Manager, City Clerk, and other officers and employees of the City are hereby authorized and directed to take such other steps or actions necessary or reasonably required to carry out the terms and intent of this resolution and the Assignment.

Section 5. Ratification. All action not inconsistent with the provisions of this resolution heretofore taken by the City Council and the officers of the City directed toward the assignment of the Assigned Allocation and the authorization of the Assignment hereby are ratified, approved and confirmed.

Section 6. Severability. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution, the intent being that the same are severable.

Section 7. Effective Date. This resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED THIS _____ DAY OF __________, 2025.

CITY OF LOUISVILLE, COLORADO

By ___________________________
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

ASSIGNMENT OF ALLOCATION

THIS ASSIGNMENT (the "Assignment"), dated ___________, 2025, is between the CITY OF LOUISVILLE, COLORADO, a Colorado home rule municipal corporation (the "Assignor"), and the HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO, D/B/A BOULDER HOUSING PARTNERS, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO (the "Assignee").

RECITALS

A. The Assignee intends to finance "projects" within the meaning of Title 29, Article 4, Part 5, Colorado Revised Statutes, as amended (the "Act"), located within the City of Louisville, Colorado (the "Project").

B. The Assignee intends to provide for the issuance of its Multifamily Housing Revenue Bonds (the "Proposed Bonds"), pursuant to the provisions of the Act for the purpose of financing the Project.

C. The Assignee has requested that the Assignor assign to the Assignee all $1,277,471 of the Assignor's 2025 allocation (the "Allocation") under the bond ceiling for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986 (the "Code") as provided for the Assignor as a "designated local issuing authority" under part 17 of article 32 of title 24, Colorado Revised Statutes (the "Allocation Act"), for use in connection with the financing of the Project.

D. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, $1,277,471 of the Assignor's 2025 allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee the Assignor's 2025 Allocation from the State Ceiling for private activity bonds in an amount equal to $1,277,471. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the "Statewide Balance" as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee on or before September 15, 2025, or (b) Section 24-32-1706(3)(c), Colorado Revised Statutes, pertaining to the carryforward of the assigned allocation applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of $1,277,471 of the Assignor's Allocation from the State Ceiling described above;

(b) agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Project; and

(c) agrees to abide by each of the terms and conditions of this Assignment in connection with the use of such Allocation.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for any project with a carryforward purpose.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

CITY OF LOUISVILLE, as Assignor

By ____________________________
Chris Leh, Mayor

[SEAL]

ATTEST:

By ____________________________
Genny Kline, Interim City Clerk

HOUSING AUTHORITY OF THE CITY OF BOULDER, COLORADO, D/B/A BOULDER HOUSING PARTNERS, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, as Assignee

By
Its: Executive Director

[Signature Page to Assignment of Allocation]

SUBJECT: SPONSORSHIP REQUEST – 11th ANNUAL LOUISVILLE TURKEY TROT 5K

DATE: AUGUST 19, 2025

PREPARED BY: DIANA LANGLEY, CITY MANAGER

PRESENTED BY: DIANA LANGLEY, CITY MANAGER

SUMMARY:
Louisville Turkey Trot, Inc., a designated Public Benefit Corporation, coordinates the annual Louisville Turkey Trot 5K held on Thanksgiving Day, with proceeds supporting Community Food Share, the food bank of Boulder and Broomfield counties. Staff requests direction as to if the City Council would like to sponsor the 2025 Louisville Turkey Trot and at what amount.

BACKGROUND / PRIOR DISCUSSIONS:
Since 2013, Louisville Turkey Trot, Inc., has raised over $250,000 and tens of thousands of pounds of food in support of Community Food Share, the food bank of Boulder and Broomfield Counties.

Statistics for the 2024 Turkey Trot 5K event include:

- 10,000 attendees (4,721 registrants)
- 116,000 meals donated ($76,000 raised)
- 29,400,000 impressions (294,000 unique views) via online advertising campaigns

In Louisville, Community Food Share has provided 2,418,517 meals and distributed 2,902,221 lbs of food, for a total food value of $5,717,375. In fiscal year 2024, 615 individuals were served.

ANALYSIS:
This year's Turkey Trot is scheduled for Thanksgiving Day, November 27, with a start time of 9 am in downtown Louisville at the intersection of Front Street and Spruce Street. The race culminates with the opportunity for participants to participate in a post-race expo with music, drinks, and snacks.

AdventHealth Avista is the main sponsor of the 2025 Turkey Trot, and there are many other sponsorship opportunities including:

- Top Turkey Sponsor - $25,000
- Harvest Sponsor - $10,000
- Tail Feather Sponsor - $5,000

- Wishbone Sponsor - $2,500
- Kids Dinner Table Sponsor - $1,000
- Stuffing Sponsor - $350

The attached sponsorship table details each sponsorship level and current sponsors are listed at AdventHealth Avista Louisville Turkey Trot: Sponsors.

2025 COUNCIL WORK PLAN:
Sponsorship of the 2025 Louisville Turkey Trot supports Economic Vitality as the event brings numerous people to Louisville.

FISCAL IMPACT:
Budgeted?: **No**
Sponsorship is not currently in the budget, however, depending on Council's selected sponsorship level, there may be sufficient one-time funds, up to $10,000, in Economic Vitality's FY 2025 budget.

ALTERNATIVE(S):
1. Do not provide a monetary sponsorship and support the event through an in-kind sponsorship or waiving of the special event permit fee of $538. An example of in-kind services is the cost for the Police Department's support of the event. Last year, that cost was $2,128 for four officers and vehicles for four hours. If this alternative is selected, the costs will need to be covered through departmental budgets.
2. Do not sponsor the event.

RECOMMENDATION:
Staff requests direction as to if the City Council would like to sponsor the 2025 Louisville Turkey Trot and at what amount.

ATTACHMENT(S):
1. Sponsorship Levels
2. Louisville Turkey Trot – Proposal for Louisville
3. Presentation

AdventHealth
Avista

LOUISVILLE TURKEY TROT 5K

BENEFITING COMMUNITY FOOD SHARE

Thursday, November 27, 2025 • Downtown Louisville, CO

RACE START: 9:00 AM

The Louisville Turkey Trot is one of our community's most beloved and anticipated family events of the year. Sponsorship is an exciting and powerful way to advertise your company to the local running community, a prime demographic, just before the holidays. All sponsorship funds benefit Community Food Share.

Over the last ten years, the Louisville Turkey Trot has hosted more than 50,000 participants and has helped provide countless meals for our community. Just last year, we hosted over 10,000 runners and had 2.25 million unique users per month reached via online advertising campaigns.

At Community Food Share, we know that ending hunger in our communities requires collaboration. That's why we not only provide food directly to families, seniors, students, and others, we're also a hub — delivering millions of pounds of food a year to local partners to reach people in their communities. Because when we work together, we give more people access to fresh, nutritious food.

Together, we can outpace local hunger!

AdventHealth Avista
LOUISVILLE TURKEY TROT 5K

TOP TURKEY SPONSOR - $25,000

- Recognition as the title sponsor on print and digital event materials (contingent on print deadlines)
- Recognition as the title sponsor on all email communications
- Recognition as the title sponsor on select ads
- Recognition as the title sponsor on select social media posts
- Logo recognition on the event website and donation page
- One dedicated social media feature
- One prominent, reserved booth space at the finish line and entrance to expo
- Opportunity to include a 30 second video in the welcome or thank you email to registered runners
- Exclusive banner at the start line
- Opportunity to speak to runners at the start line
- Race entries for up to 100 people
- Eight tickets to a future Community Food Share event of choice
- One small logo on one Community Food Share truck for one full year (shared exposure)

HARVEST SPONSOR - $10,000

- Recognition as a sponsor on print and digital event materials (contingent on print deadlines)
- Recognition as a sponsor on email communications
- Recognition as a sponsor on select ads
- Recognition as a sponsor on select social media posts
- Logo recognition on the event website and donation page
- One prominent, reserved booth space at the finish line and entrance to expo
- One dedicated social media feature
- Race entries for up to 50 people
- Four tickets to a future Community Food Share event of choice
- Logo recognition or banner on pace vehicle
- Opportunity to place display vehicle or other large marketing asset at the finish line and entrance to expo

TAIL FEATHERS SPONSOR - $5,000

- Recognition as a sponsor on print and digital event materials (contingent on print deadlines)
- Recognition as a sponsor on email communications
- Recognition as a sponsor on select ads
- Recognition as a sponsor on select social media posts
- Logo recognition on the event website
- One prominent, reserved booth space at the finish line and entrance to expo
- Race entries for up to 25 people
- Opportunity to include a digital offer on the event website
- Access to a promotional code to share with customers

WISHBONE SPONSOR - $2,500

- Recognition as a sponsor on select print and digital materials (contingent on print deadlines)
- Recognition as a sponsor on select ads
- Recognition as a sponsor on select social media posts
- Logo recognition on the event website
- Shared logo recognition on event sponsor banner
- Race entries for up to 12 people.
- One reserved booth space at the post-event expo
- Opportunity to include a digital offer on the event website
- Access to a promotional code to share with customers

KIDS DINNER TABLE SPONSOR - $1,000

- Recognition as a sponsor on select print and digital materials (contingent on print deadlines)
- Logo recognition on the event website
- Inclusion in a shared social media sponsor feature
- Shared logo recognition on event sponsor banner
- Race entries for up to 4 people.
- One reserved booth space at the post-event expo OR a spot at a shared giveaway table
- Opportunity to include a digital offer on the event website

STUFFING SPONSOR - $350

- Logo recognition on the event website
- Opportunity to include a digital offer on event website OR a spot at a shared giveaway table

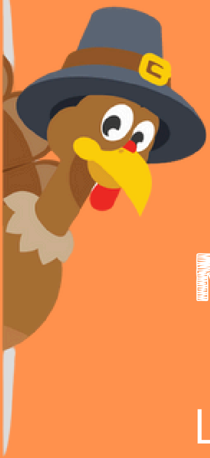
Additional opportunities may be available with discussion and approval of Community Food Share's Marketing Department.

AdventHealth Avista

LOUISVILLE TURKEY TROT 5K

A Special Proposal For:

CITY OF LOUISVILLE



More Than A Race

Louisville Turkey Trot, Inc. is proud to be designated a Public Benefit Corporation -- a business that generates social and public good and operates in a responsible and sustainable manner. Since 2013, Louisville Turkey Trot, Inc. has raised over $250,000 and tens of thousands of pounds of food in support of Community Food Share, the food bank of Boulder and Broomfield counties. This year's Turkey Trot is more than a race—it's a chance to come together and do even more for the communities we serve.

2024 RACE

REACH + IMPACT

Our 2024 event was our biggest yet – drawing record-breaking crowds, fundraising totals, and sponsor participation. The post-race expo overflowed with thousands of beers and ciders, hundreds of gallons of coffee, hot cocoa, and water, plus a mountain of snacks. Thanks to our lean, hardworking staff and an incredible team of volunteers, the day was a huge success. And in 2025? We're aiming even higher.

29,400,000 impressions (294,000 unique views)

10,000 attendees (4,721 registrants)

116,000 meals donated ($76,000 raised)

More Than A Food Bank

At Community Food Share, we're a neighbor and a friend who has been part of the fabric of Boulder and Broomfield Counties for decades.

We know that ending food insecurity and improving health in our communities requires collaboration. That's why we not only provide food directly to families, seniors, students, and others, we're also a hub — delivering more than 9 million pounds of food a year to local partners to reach people in their communities. Because when we work together, we give more people life-changing access to sustainably sourced nutrition.

CULTIVATING COMMUNITY WELLBEING

Our hunger-relief network is designed to ensure those needing our services provide access food when times get tough, regardless of circumstance. During FY24, the number of individuals served across all programs has risen by 72%.

FEEDING FAMILIES

Neighbors visit once a week, and our “choice pantry” model allows them to choose the fresh produce, milk, grains, and other nutritious staples they need to live active, healthy lives. In FY24, we saw a 36% increase in visits and delivered over 2.8 million pounds of food, providing significant support to local households.

BLUE SPRUCE NEIGHBORS

Twice per month, our Blue Spruce Neighbors program provides free groceries to aging adults with low incomes in neighborhoods throughout Boulder and Broomfield Counties. In support of our communities' homebound seniors, we had a 45% increase in visits and distributed over 311,000 pounds of food.

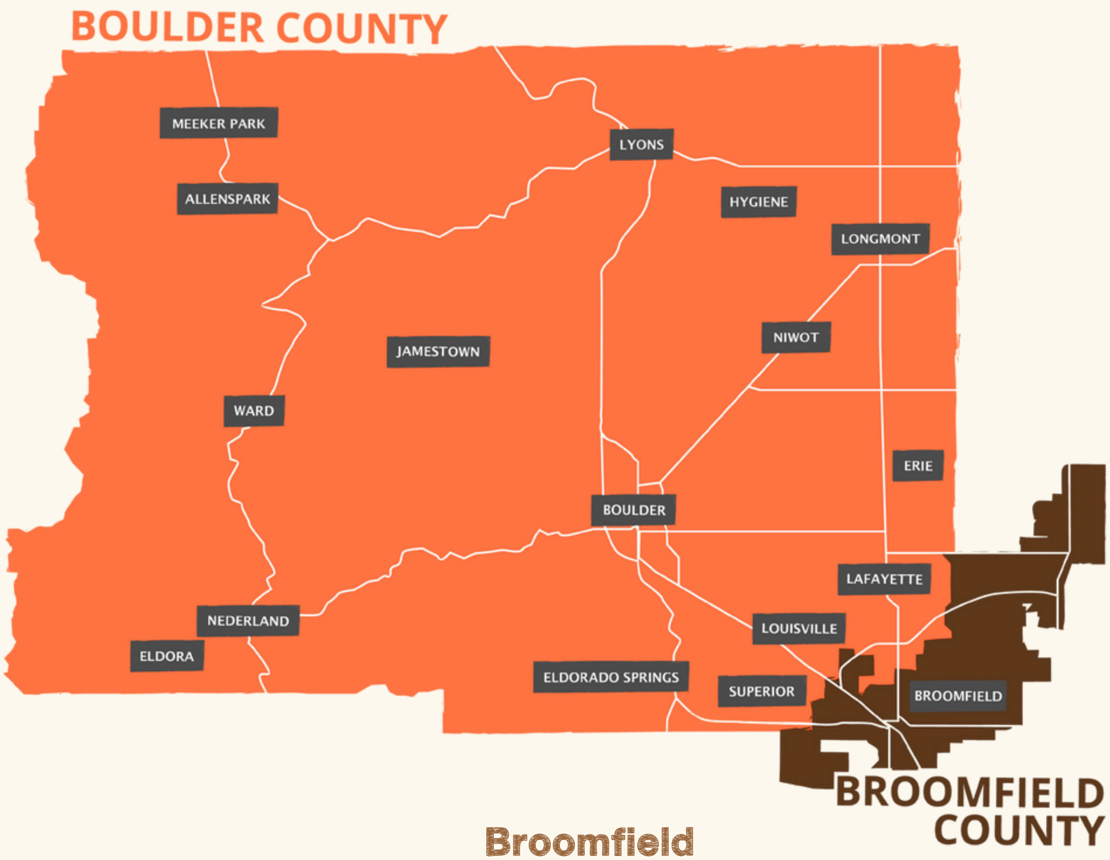
MOBILE PANTRIES

We bring free “pantries on wheels” to neighborhoods with limited access to nutritious foods, delivering fresh produce, dairy, meat, and more to schools, churches, YMCAs, and beyond. We distributed 678,689 pounds of food, a 13% increase in visits and a 109% increase in individuals served.

PARTNER AGENCIES

We provide close to 9 million pounds of food to our 42 partner agencies within our service area, providing the equivalent of 7.5 million meals which are then distributed throughout the community.

Our Impact Across Boulder & Broomfield Counties



Boulder
3,116,714 lbs of food distributed
2,597,262 meals provided

Broomfield
2,757,739 lbs of food distributed
2,298,116 meals provided

Allenspark
11,591 lbs of food distributed
9,659 meals provided

Lafayette
1,101,800 lbs of food distributed
918,167 meals provided

Longmont
3,031,343 lbs of food distributed
2,526,119 meals provided

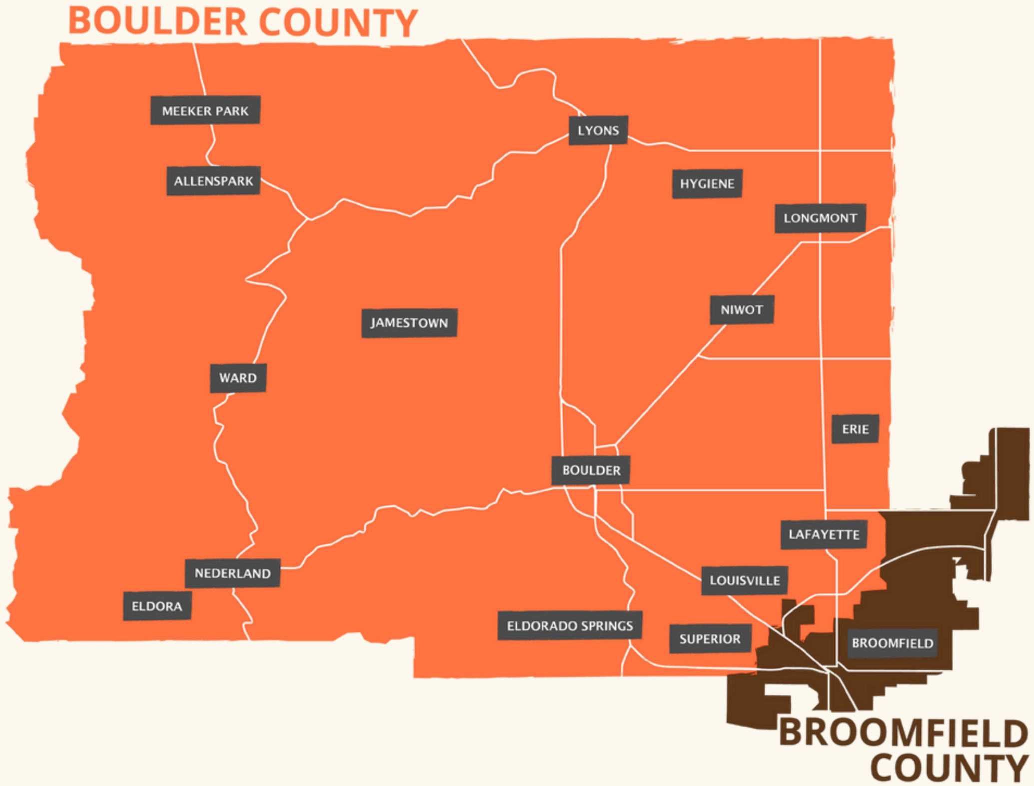
Jamestown
53,458 lbs of food distributed
44.548 meals provided

Louisville
2,902,221 lbs of food distributed
2,418,517 meals provided

Lyons
30,937 lbs of food distributed
25,781 meals provided

Nederland
130,898 lbs of food distributed
109,082 meals provided

Our Impact Across Louisville



2,902,221 **POUNDS OF FOOD DISTRUBTED**

Fresh produce, pantry staples, and more delivered across the community.

615 INDIVIDUALS WERE SERVED IN FY24

2,418,517 MEALS PROVIDED

Nutritious meals supporting neighbors of all ages.

A FOOD VALUE OF

$5,717,375

Thanks to donors, volunteers, and partners who make this possible.

OUR COMMUNITY NEEDS YOU

The number of neighbors needing consistent access to food is skyrocketing. In the last year alone, Community Food Share has seen a 72% increase in individuals served across all programs—reaching families, seniors, and individuals in communities large and small throughout Boulder and Broomfield counties.

With a focus on sustainability, nutrition, and collaboration, we remain committed to providing nourishing food to all our neighbors. By rescuing surplus food, sourcing local produce, and advocating for systemic change, we're working to build a stronger, more resilient food system that serves every corner of our region.

To continue meeting the rising need, we rely on strong partnerships—including with our municipal leaders. We invite the City of Louisville to support this critical work by sponsoring the 2025 Louisville Turkey Trot.

David Benjes
Founder & Race Organizer
Luke Gorka
Corporate Relations Manager

THANK YOU FOR YOUR CONSIDERATION!

City of Louisville
COLORADO • SINCE 1878

Sponsorship Request
11th Annual Louisville Turkey Trot 5K

City Council – August 19, 2025

Presented by:
City Manager Diana Langley

City of Louisville

Summary

- Louisville Turkey Trot, Inc., a designated Public Benefit Corporation, coordinates the annual Louisville Turkey Trot 5k held on Thanksgiving Day in Louisville
- Proceeds support Community Food Share, the food bank of Boulder and Broomfield Counties
- Staff requests direction regarding sponsorship and at what amount

City of Louisville

Background

- Since 2013, Louisville Turkey Trot, Inc., has raised over $250,000 and tens of thousands of pounds of food in support of Community Food Share, the food bank of Boulder and Broomfield Counties
- 2024 Turkey Trot 5k Event Statistics
  - 10,000 attendees
  - 294,000 unique views via online advertising campaigns
- Community Food Share Services to Louisville residents
  - 2,418,517 meals
  - 2,902,221 lbs of food
  - 2024 – 615 individuals were served

Analysis

- 11th Annual Turkey Trot scheduled for Thanksgiving Day, November 27, in downtown Louisville
- A list of current sponsors can be found at AdventHealth Avista Louisville Turkey Trot: Sponsors
- Sponsorship Opportunities
  - $25,000 – Top Turkey Sponsor
  - $10,000 – Harvest Sponsor
  - $5,000 – Tail Feather Sponsor
  - $2,500 – Wishbone Sponsor
  - $1,000 – Kids Dinner Sponsor
  - $350 – Stuffing Sponsor

Council Work Plan & Fiscal Impact

- Council Work Plan
  - Sponsorship will support Economic Vitality as the event brings numerous participants to Louisville
- Fiscal Impact
  - Funding to sponsor the event is not currently programmed in the budget.
  - Depending on Council's selected sponsorship level, there may be sufficient funds in Economic Vitality's operational budget.

City of Louisville

Alternatives

1. Do not provide a monetary sponsorship and support the event through an in-kind sponsorship or waiving of the special event permit fee of $538. An example of in-kind services is the cost for the Police Department's support of the event. Last year, that cost was $2,128. If this alternative is selected, the costs will need to be covered through departmental budgets.
2. Do not sponsor the event.

City of Louisville

Recommendation

- Provide direction as to sponsorship of the 11th Annual Louisville Turkey Trot 5K and at what amount

City of Louisville

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 10B

SUBJECT: RESOLUTION NO. 61, SERIES 2025 – A RESOLUTION ADOPTING A COMMUNITY EVENTS SPONSORSHIP POLICY

DATE: AUGUST 19, 2025

PREPARED BY: DIANA LANGLEY, CITY MANAGER
SAMMA FOX, DEPUTY CITY MANAGER

PRESENTED BY: DIANA LANGLEY, CITY MANAGER
SAMMA FOX, DEPUTY CITY MANAGER

SUMMARY:

Council members and staff regularly receive requests from individuals and organizations for sponsorship in the form of monetary or in-kind support. Lack of a clear policy puts both Council and staff in a challenging position responding to these requests. This policy is being proposed to clarify sponsorship opportunities, eligibility criteria, and how to request sponsorship.

A cross-departmental staff team including Cultural Services (lead drafter), City Clerk, Economic Vitality, and the City Manager's Office coordinated on the proposal and seeks direction from council on the following items:

- Sponsorship Amounts
- In-Kind Sponsorships

BACKGROUND / PRIOR DISCUSSIONS:

During the July 23, 2025 budget retreat, Council expressed support for the inclusion of $10,000 in the 2026 budget for Council-sponsored events.

This policy was discussed at the July 24, 2025 Economic Vitality Committee (EVC) meeting where the EVC reviewed and discussed the policy, identified follow up policy discussions, and directed staff to bring the item before all of Council.

ANALYSIS:

<u>What do other cities do?</u>

In developing this policy, the cross-departmental staff team brought experience from prior jurisdictions and researched many other cities. This policy is similar to the policy in Golden, CO, who budgeted $20,000 for event sponsorships in 2025. It is important to note, these policies vary widely among cities. For example, Superior has a Neighborhood Experience Sponsorship of $300 that could be used for concerts and more, and Erie has a process where others can sign up to be a sponsor for City events.

Proposed Policy

The proposed policy offers limited monetary and in-kind sponsorship for eligible organizations that support local cultural, artistic, and athletic enrichment, create opportunities for connection, and bolster Louisville's unique traditions and identity.

Support offered includes monetary (with some use restrictions), in-kind, such as waivers of rental fees or City services, and marketing such as promotion through one or more City communications channels and inclusion on the City's calendar on the website.

Eligibility criteria include providing direct benefits to Louisville residents and promoting the City's recognition/image, being open to the general public, having the majority of the event in Louisville, and contributing to the economic vitality of the City. Applicants may be non-profit organizations, neighborhood groups, or school organizations. Events must have proper permitting documentation and liability coverage. Events serving religious or political purposes are not eligible.

Successful applicants are required to publicly promote City sponsorship.

Process

The proposed process includes two review cycles annually with an online application form, staff review and recommendations to City Council who then will consider and provide direction, then staff will notify applicants of the final outcome and implement Council's direction.

For events scheduled for 2026, deadlines are as follows:

- January – June 2026
  - Applications due: October 1, 2025
  - Council consideration: November 3, 2025
- July – December 2026
  - Applications due: April 1, 2026
  - Council consideration: May 5, 2026

The proposed policy does not limit the number of sponsorship applications that can be submitted in a year, provided that no more than one application is submitted per event per round.

Decision Points

- **In Kind Sponsorships** - Should in-kind sponsorships be deducted from the proposed $10,000 for this program?
  - In kind sponsorships include waived fees, such as application or facility rental fees, or City services costs, such as for road closures or police. For the most part, these are unanticipated costs, above and beyond the current City budget.

    - If these do not come from the set aside for this program, departments may exceed their budgets or turnback pool may be reduced.
    - If these in-kind service sponsorships come from the set aside for this program, there will be less funding for monetary sponsorship.
- **Sponsorship Amounts** – Does council want to set a maximum sponsorship amount (i.e. $1,000) or pre-define the sponsorship amount (i.e. 20 - $500 sponsorships)?
    - This is done differently in different communities and is a policy decision for Council.
    - Setting a maximum allows flexibility for events to request what they need and may allow Council to anticipate a minimum number of events. For example, if the whole set aside is available and the maximum is $1,000, Council and applicants can assume at least ten qualifying events could be awarded.
    - Setting a pre-defined sponsorship amount takes away some of the guesswork as applicants know exactly how much is available and may know exactly how many events could be funded.

2025 COUNCIL WORK PLAN:
A sponsorship policy and sponsorship for events can support the Economic Vitality goal by increasing vibrancy and bringing people to different areas of the City. It can also support Equity, Inclusion, and Diversity through additional opportunities for inclusion.

FISCAL IMPACT:
Budgeted?: **No**
Sponsorship is not currently in the budget, however, at the July 23, 2025, Budget Retreat, City Council indicated support for including $10,000 in the 2026 budget for this purpose. Staff is including this in the budget next slated to come before Council September 2, 2025, and scheduled for adoption this November.

ALTERNATIVE(S):
A sponsorship policy is not required. However, not having a policy places staff and, at times, Council members in a challenging position when receiving requests to waive fees, support an event on City platforms, etc., as there are not clear guidelines. Lack of clarity is also challenging for community partners who value Louisville and may not know what the City can or cannot do. Finally, not having a policy leads to an ad hoc approach that may not be equitably implemented and may create potential budgetary constraints through unanticipated costs and in-kind services.

RECOMMENDATION:
Staff recommends Council support the event sponsorship policy and provide clear direction on monetary sponsorship amounts and how to account for in-kind sponsorship requests.

ATTACHMENT(S):

1. Resolution No. 61, Series 2025
2. Draft Sponsorship Policy
3. Presentation

RESOLUTION NO. 61
SERIES 2025

A RESOLUTION ADOPTING A COMMUNITY EVENT SPONSORSHIP POLICY

WHEREAS, the City Council has identified a set aside of funding within the 2026 budget for event sponsorship; and

WHEREAS, a policy will set parameters for program participation and prioritization; and

WHEREAS, the City Council desires to adopt the Community Event Sponsorship Policy, a copy of which accompanies this resolution.

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

Section 1. The City Council hereby adopts the Community Event Sponsorship Policy, to be effective September 1, 2025.

PASSED AND ADOPTED this 19th day of August 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

Community Event Sponsorship Policy-DRAFT

Overview

The City of Louisville appreciates the value that local events provide our community by:

- supporting cultural, artistic, and athletic enrichment
- creating opportunities for connection
- bolstering Louisville's unique traditions and identity

We provide limited monetary and in-kind sponsorships to eligible organizations hosting events that are consistent with the above.

What We Offer

- Monetary Support: Financial contributions to approved community events, subject to availability of funds. Please note in the application what the funds will be specifically used for. The City will not authorize the use of funds for anything related to, including the purchase of, liquor, marijuana, or psychedelics.
- In-Kind Sponsorships: Non-cash contribution such as waivers of facility rental fees or City services (for instance road closures).
- Marketing: Events that are approved for sponsorship may be promoted through one or more of the City's communication channels and will be listed on the City calendar on the City's website. Applicants shall provide all marketing materials in an acceptable format for the City's use.

Eligibility Criteria

We consider events that:

- Provide direct benefits to Louisville residents
- Are open to the general public
    - Ticketed events seeking City sponsorship must demonstrate a significant positive impact on the community and provide opportunities for broad public access.
- Positively promote the City's recognition and image

- Are organized by non-profit organizations, neighborhood groups, or school organizations
- Have obtained all required permits and evidence of sufficient liability coverage is provided
- Located in whole or in significant part in the City of Louisville
- Contribute to the economic vitality of the City

Eligible events may span more than one day in duration.

Ineligible events include, but are not limited to:

- Events serving religious or political purposes

Requirements for Approved Events

- All necessary permits and insurance must be obtained
- City sponsorship must be acknowledged in all event marketing by inclusion of official City Logo (provided by City), mention of City of Louisville as a sponsor (if video or interview), and/or listing the City of Louisville as a sponsor.

Application Process

1. Apply: Fill out the online form, providing key details about your organization, event, and sponsorship type needed. Applications must be submitted at least sixty (60) days prior to the event and by the due dates noted in "Important Dates" for consideration. We recommend that event organizers submit their events as early as possible.
2. Review & Recommendations: The City will review your application and provide recommendations to City Council
3. City Council Consideration: Requests will be reviewed by City Council
4. Notification: Applicants will be informed of their application status within ten (10) days of Council consideration.

There are no limits as to the number of sponsorship applications that can be submitted in a year, provided that no more than one application is submitted per event per round.

Important Dates

- Applications will be considered by the City Council twice per year.
- For events scheduled for 2026, deadlines are as follows:
  - January – June 2026
    - Applications due: October 1, 2025
    - Council consideration: November 3, 2025
  - July – December 2026
    - Applications due: April 1, 2026
    - Council consideration: May 5, 2026

Contact Information

For assistance with applications or further details, please contact the City Manager's Office at:
Phone: 303-335-4877
Email: sponsorships@louisvilleco.gov

City of Louisville
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Community Events Sponsorship Policy

City Council – August 19, 2025

Presented by:
City Manager Diana Langley
Deputy City Manager, Samma Fox

City of Louisville

Purpose

- Seeking council support and adoption of the Community Sponsorship Policy
- Seeking Council Direction on
  - In-Kind Sponsorship
  - Sponsorship Amounts

City of Louisville

Why?

- Providing community event sponsorship supports Council goals
- Currently no policy in place - this leads to uncertainty and challenging situations
- A policy can create a framework for council, staff, and the community
- Note – This policy does not apply to events the City has a contractual relationship with. (i.e. Parade of Lights, Street Faire, Taste)

City of Louisville

Prior Discussions

- 7/23/2025 Budget Retreat – Council expressed support for a $10,000 set aside for Community Event Sponsorship
- 7/24/2025 EVC – Reviewed and advised on the proposed policy, recommended for review by Council with two key discussion points

City of Louisville

Proposed Policy

- For organizations that
  - Support local cultural, artistic, and athletic enrichment
  - Create opportunities for connection
  - Bolster Louisville's unique traditions and identity
- Monetary and/or in-kind support and/or marketing
- Eligibility criteria includes
  - Providing benefits to residents and promoting Louisville
  - Being open to the public
  - Majority of event in Louisville
  - Contributing to economic vitality

City of Louisville

Proposed Policy cont.

- Applicants may be
  - Non-profit organizations
  - Neighborhood groups
  - School organizations
- Events must have
  - Proper permitting documentation and liability coverage
- Events serving religious or political purposes are not eligible
- Must promote the City's sponsorship publicly

City of Louisville

Process

1. **Apply** – Via an online form
2. **Review & Recommendation** – City staff will review and make recommendations
3. **Council Consideration** – Requests will be reviewed, considered, and awards determined by City Council
4. **Notification** – Applicants will be informed of outcome

City of Louisville

Decision Point – In-Kind Sponsorship

Should in-kind sponsorships be deducted from the proposed $10,000 set aside?

- In-Kind Sponsorship = Fee waivers, cost of services waivers (such as road closure)
- These are not currently budgeted

City of Louisville

Decision Point – Sponsorship Amounts

Does Council want to set a maximum sponsorship amount (i.e. $1,000) or pre-define the sponsorship amount (i.e. 10 -$500 sponsorships)?

Proposed Timeline

For events scheduled for 2026, deadlines are as follows:

- January – June 2026
    - Applications due: October 1, 2025
    - Council consideration: November 3, 2025

- July – December 2026
    - Applications due: April 1, 2026
    - Council consideration: May 5, 2026

Next Steps

- If council supports this proposal and policy, staff will implement this policy and the application processes anticipating the first round of applications to come to City Council this November, for award in January.

City of Louisville

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 10C

SUBJECT: PRESENTATION: DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) REGIONAL HOUSING NEEDS ASSESSMENT AND COMPLIANCE WITH SENATE BILL 24-174

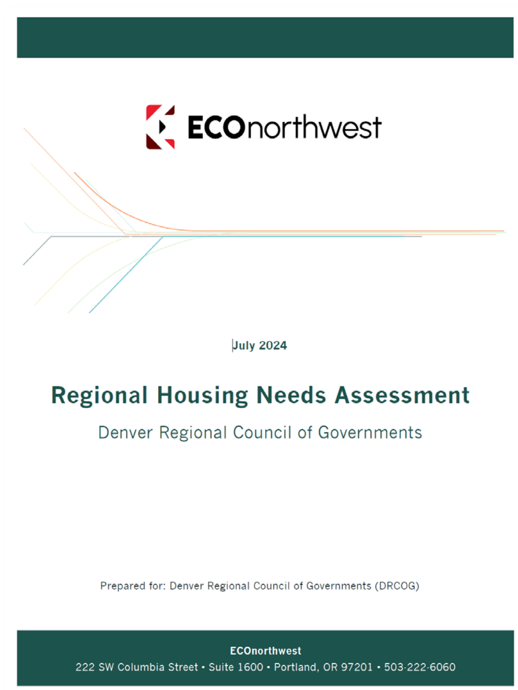
DATE: AUGUST 19, 2025

PREPARED BY: JEFF HIRT, PLANNING MANAGER

PRESENTED BY: JEFF HIRT, PLANNING MANAGER

SUMMARY:
The purpose of this item is to address compliance with SB 24-174 and provide an opportunity for Council to gain a deeper understanding of regional housing topics to inform the City's related efforts. Specifically, City Council needs to review the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment by September 12, 2025, to ensure compliance with SB 24-174 Sustainable Affordable Housing Assistance and better position the City for future related grant funding opportunities. No action is required from Council regarding this item, although comments may be forwarded to DRCOG at Council's request.

BACKGROUND:
The State Legislature passed SB 24-274 in 2024, which requires the City of Louisville to have an adopted housing needs assessment (HNA) by December 31, 2026. It also requires that the State prioritize grant funding allocated with this bill to local governments with HNAs that meet very specific criteria. SB 24-174 creates a continuously appropriated fund for State technical assistance to support local government policy and regulatory work related to affordable housing with an initial sum of $15 million for such grants.


ECOnorthwest

July 2024

Regional Housing Needs Assessment

Denver Regional Council of Governments

Prepared for: Denver Regional Council of Governments (DRCOG)

ECOnorthwest
222 SW Columbia Street • Suite 1600 • Portland, OR 97201 • 503-222-6060

City Council adopted the Louisville Housing Plan in May 2024, which included a robust housing needs assessment. However, like most of our peer cities, the needs assessment component of the Louisville Housing Plan is likely noncompliant with SB 24-174 because it did not follow the bill's specific data collection methodology.

The State Department of Local Affairs (DOLA) has recently been coordinating with DRCOG for an alternative to updating local HNAs to address this common issue among Front Range cities. DOLA has agreed that the recent DRCOG Regional Housing Needs Assessment complies with SB 24-274. This Regional HNA can now suffice for SB 24-174 compliance if a DRCOG member local government like the City of Louisville "reviews" it before its elected body.

Most cities like Louisville that are in the Boulder County Regional Housing Partnership have a similar issue and are bringing this topic to their elected officials for review.

DRCOG Regional Housing Needs Assessment

The DRCOG Board of Directors approved the Regional Housing Needs Assessment in July 2024. The key findings are that:

- Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth.
- Low-income households (below 50% Area Median Income) represent the greatest need for additional housing.
- Aging population and smaller household trends will require more diverse housing types.
- Housing types and affordability are unevenly distributed across the region.

The Regional HNA found that to address current and future needs across the income spectrum, the Denver region needs to build about 500,000 units by 2050. To stay on track to reach that goal, the region should work toward building 223,000 new units through 2032.

Key Louisville-Specific Findings from the DRCOG Regional HNA

To determine the increment of this housing need through 2032 by city, DRCOG created a publicly available housing data dashboard tool that is tied to the Regional HNA data. Using this tool results in the following key findings for Louisville in comparison to surrounding communities. These findings are generally consistent with the Louisville Housing Plan's needs assessment. The Regional HNA shows Louisville with 8,920 housing units in 2022.

- Louisville needs to add 1,810 housing units by 2032 to address the City's share of current and future regional housing needs. The Louisville Housing Plan identified a need of 2,483 housing units by 2047 (p. 24).
- 85% of the housing units needed in Louisville are for households with annual incomes under 120% Area Median Income (AMI), which is about $173,000 annually for a family of four. 62% are for households with annual incomes under 50% AMI, which is about $72,000 annually for a family of four. These numbers are similar across Boulder County cities.

- Louisville has the second lowest percentage of renter households that are cost burdened among Boulder County cities at 40%.
- Louisville has the second highest percentage of its housing units that are detached single family and owner occupied among Boulder County cities at 70% and 73%, respectively.

Table 1: Summary of DRCOG Regional Housing Needs Assessment Select Findings

	Housing Unit Need by 2032	% of Renter Households Cost Burdened	% of Units Detached Single Family	% of Units Owner Occupied
Boulder	9,504	62%	43%	51%
Longmont	5,792	54%	65%	66%
Louisville	1,810	40%	70%	73%
Lafayette	1,574	54%	60%	68%
Erie	1,434	41%	88%	87%
Superior	750	31%	60%	60%
Boulder County	22,990	56%	58%	62%

The full DRCOG Regional HNA can be found at this link. The DRCOG housing data dashboard tool can be found at this link.

2025 COUNCIL WORK PLAN:
This item addresses the 2025 Council Work Plan and Housing Priority by better positioning the City for future grant funds from SB 24-174 to support affordable housing policy and regulatory work. Several of the Housing-related items from the 2025 Work Plan are examples of the type of policy and regulatory work that could be supported by such grant funds in the future (p. 6), as are many of the action items from the Louisville Housing Plan.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
City Council's review of the DRCOG Regional Housing Needs Assessment enhances the City's eligibility for future grant funds from SB 24-174. Such grant funds are set aside for technical support related to local government housing policy and regulatory work. Housing affordability is likely to continue to be a priority near term topic for the City to address and also likely that the City would apply for grants for technical support for related projects.

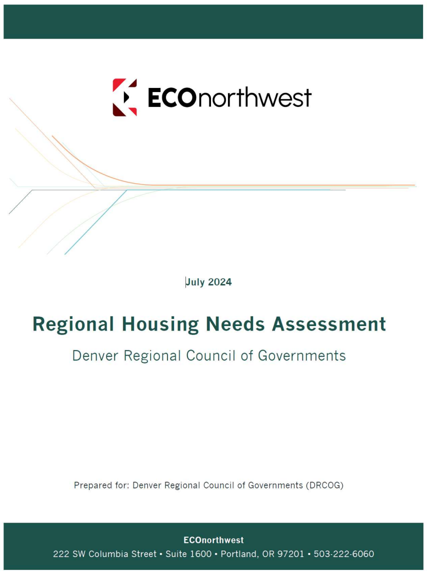
ALTERNATIVE(S):
1. Review the DRCOG Regional Housing Needs Assessment at a City Council meeting by September 12, 2025, and comply with this component of SB 24-174.
2. Do not review the DRCOG Regional Housing Needs Assessment at a City Council meeting and risk noncompliance with SB 24-174.

3. Do not review the DRCOG Regional Housing Needs Assessment at a City Council meeting and request a State determination of the Louisville Housing Plan's compliance with SB 24-174. If found noncompliant, request that staff add an update to the Louisville Housing Plan for SB 24-174 compliance with an upcoming annual work plan.

STAFF RECOMMENDATION:
No formal action by City Council is requested. Staff recommend that City Council review the DRCOG Regional Housing Needs Assessment at the August 19 meeting to ensure compliance with SB 24-174 and gain a deeper understanding of regional housing needs. Staff will then forward documentation that the meeting was held and communicate any City Council comments to DRCOG if requested.

LINKS:
1. SB 24-174 State Legislature Webpage
2. State DOLA SB 24-174 Informational Webpage
3. DRCOG Regional HNA Webpage
4. DRCOG Regional Housing Needs Assessment Data Dashboard Tool

ATTACHMENT:
1. Presentation



City of Louisville

City Council

DRCOG Regional Housing Needs Assessment and SB 24-174

City of Louisville

Purpose

- Address compliance with SB 24-174 Sustainable Affordable Housing Assistance
- Share information on DRCOG Regional Housing Needs Assessment
- Better position City for future grant funding opportunities addressing affordable housing
- **No action requested from Council, but opportunity to submit comments to DRCOG**

City of Louisville

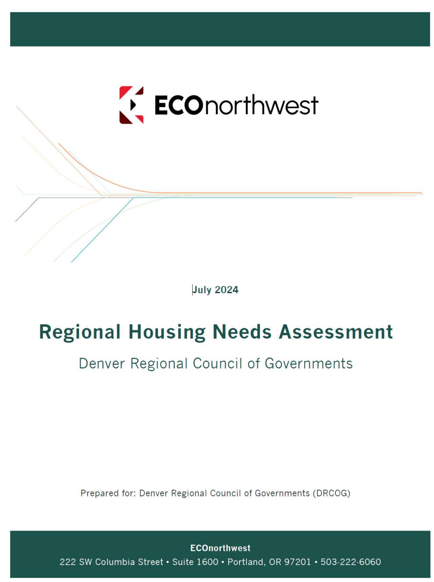
Background

- SB 24-174 creates a new fund to support local government affordable housing policy and regulatory work.
- SB 24-174 requires the City to have a "compliant" housing needs assessment (HNA) by 12/31/26.
- Local governments with compliant housing needs assessments are given priority for future SB 24-174 grant requests.

City of Louisville

Background

- Louisville and most nearby cities likely do not have a compliant HNA.
- Rather than update HNAs, the State and DRCOG are offering an alternative for elected bodies to "review" the DRCOG Regional Housing Needs Assessment for SB 24-174 compliance.



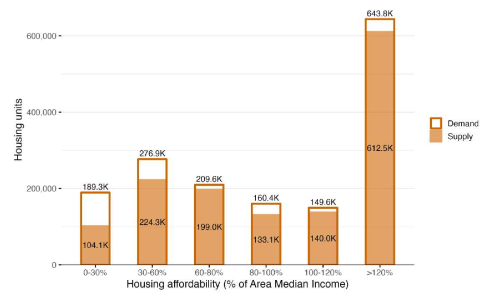
City of Louisville

DRCOG Regional HNA Summary

Key Findings:

- The region has not produced enough housing to keep pace with population and job growth.
- Low-income households (below 50% Area Median Income) represent the greatest need for additional housing.
- Aging population and smaller household trends will require more diverse housing types.
- Housing types and affordability are unevenly distributed across the region.

Exhibit 7. 10-Year scaled estimate of housing need compared to current supply by income



Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

City of Louisville

DRCOG Regional HNA Summary

Key Findings (cont'd):

- About 500,000 housing units needed in Denver region by 2050.
- About 223,000 housing units needed in Denver region by 2032 to track towards this goal.
- Housing unit need was allocated by subregion based on population and job growth estimates, transportation infrastructure, and other factors.

Exhibit 10. Regional submarkets

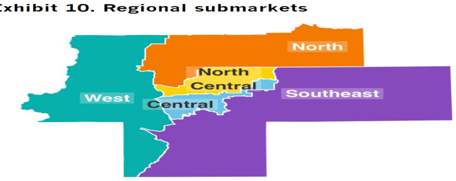
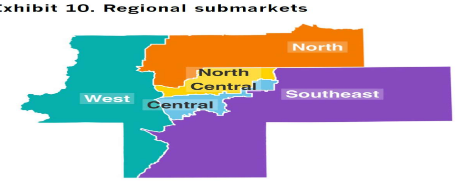


Exhibit 10. Regional submarkets



City of Louisville

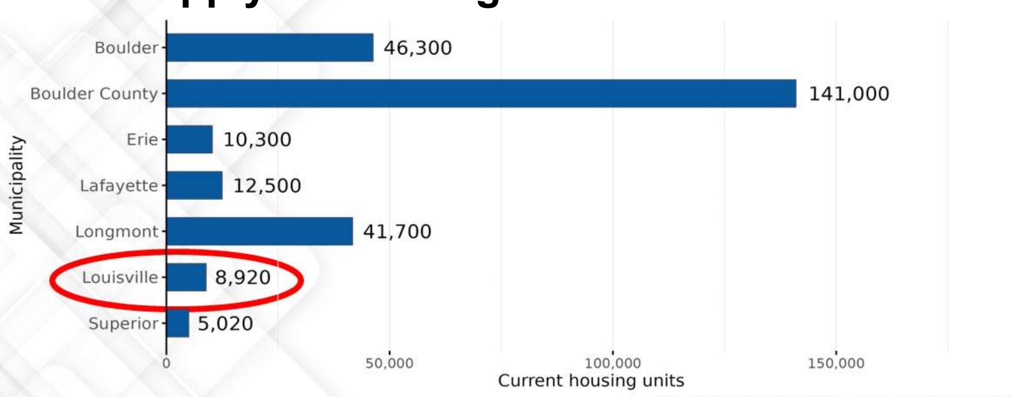
DRCOG Regional HNA Summary

Key Findings for Louisville

- 1,810 housing units by 2032 to address city's share of current and future regional housing needs.
- 85% of housing units needed for <120% AMI households.
- 62% of housing units needed for <50% AMI households.
- Data generally tracks with Louisville Housing Plan.

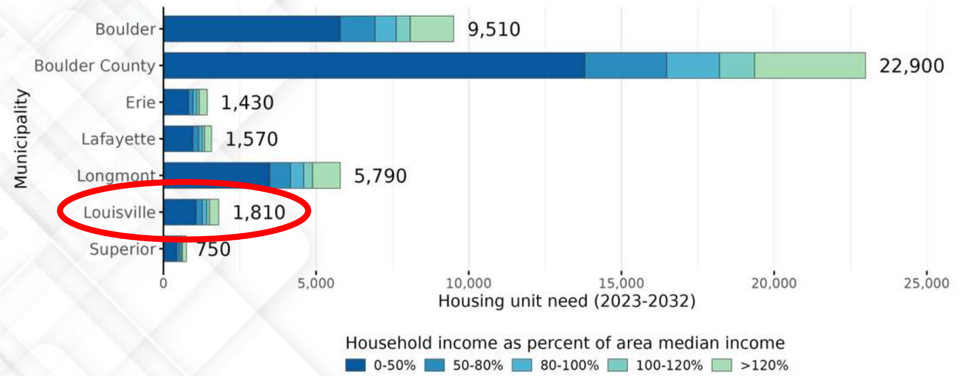
DRCOG Regional HNA Summary

Current Supply of Housing Units



DRCOG Regional HNA Summary

10-Year Local Need by Income



Source: DRCOG, ACS PUMS 1-Year 2022, ECONW calculations

City of Louisville

DRCOG Regional HNA Summary

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Superior	750	31%	60%	60%
Boulder County	22,990	56%	58%	62%

City of Louisville

Staff Recommendation and Next Steps

- No formal action requested from City Council.
- Comments may be forwarded to DRCOG at Council's request.
- Staff submits compliance documentation to DRCOG and State by September 12.

City of Louisville