City of Louisville
COLORADO • SINCE 1878

# City Council

## Agenda

**December 16, 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

### A. PERFORMANCE REVIEW OF OFFICIALS APPOINTED BY THE CITY COUNCIL

(Louisville Charter Section 5-2(b) and C.R.S. 24-6-402(4)(f))

The Mayor is Requesting the City Council Convene an Executive Session for the Purpose of Discussion of Annual Performance Evaluations of the Municipal Judge and Prosecuting Attorney.

### B. REAL PROPERTY ACQUISITIONS AND DISPOSITIONS

(Louisville Charter Section 5-2(c) and C.R.S. 24-6-402(4)(a)).

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

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

## 4. REPORT – DISCUSSION / DIRECTION / ACTION

***THE FOLLOWING MEETING ITEMS WILL START NO EARLIER THAN 6 PM***

## 5. APPROVAL OF AGENDA

## 6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA

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

## 7. CONSENT AGENDA

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

**A.** Approval of Minutes: July 23, 2025; August 12, 2025; August 26, 2025; September 4, 2025; September 16, 2025; October 7, 2025; October 14, 2025; October 21, 2025; November 18, 2025

**B.** City Council Committee Assignments

**C.** 2026 Board and Commission Appointments

**D.** Resolution No. 100, Series 2025 – A Resolution Approving a Construction Contract with Jacobs Investments, LLC d/b/a Colorado Boring Company

**E.** Resolution No. 101, Series 2025 – A Resolution Approving a First Amendment to Independent Contractor Agreement with ETG Systems, Inc.

**F.** Resolution No. 102, Series 2025 – A Resolution Modifying and Increasing Incentives Utilizing the Historic Preservation Fund

**G.** Louisville Revitalization Commission Façade Improvement Program Contract Amendment

**H.** Resolution No. 103, Series 2025 – A Resolution Approving a Settlement Agreement and General Release Regarding the Marshall Fire Litigation

## 8. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

## 9. CITY MANAGER'S REPORT

## 10. REGULAR BUSINESS

### A. ELECTION OF MAYOR PRO TEM

### B. MUNICIPAL JUDGE COMPENSATION

#### i. ORDINANCE NO. 1911, SERIES 2025 – AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE SALARY OF THE PRESIDING MUNICIPAL JUDGE – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 12/03/2025)

#### ii. RESOLUTION NO. 104, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL JUDGE SERVICES AND ESTABLISHING THE COMPENSATION THEREFOR

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

### C. RESOLUTION NO. 105, SERIES 2025 – A RESOLUTION APPROVING A LEASE AGREEMENT WITH AVID4 ADVENTURE, INC., FOR LEASE OF CITY PROPERTY LOCATED AT 1501 EMPIRE ROAD

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

### D. RESOLUTION NO. 106, SERIES 2025 – A RESOLUTION APPROVING THE REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT

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

### E. DISCUSSION / DIRECTION: COLORADO WILDFIRE RESILIENCY CODE AND CITY FIRE HARDENING CODE FOR STRUCTURES

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

### F. 2026 CITY OF LOUISVILLE LEGISLATIVE AGENDA

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

### G. DISCUSSION / DIRECTION: UPCOMING AGENDA ITEMS & IDENTIFICATION OF NEW ONES

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

## 11. CITY ATTORNEY'S REPORT

## 12. UPCOMING AGENDA ITEMS AND IDENTIFICATION OF FUTURE AGENDA ITEMS

## 13. ADJOURN

## *UPCOMING AGENDA ITEMS*
## *01/06/2026 MEETING*

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

- 728 Grant Avenue Landmark and Grant Request
- Boulder Office of Disaster Management IGA
- PROS Long Range Plan and Trails Master Plan Consultant Update
- Coal Creek Village – 2nd Reading
- Fire Restrictions – Concurrent with Boulder County
- Emergency Operations Plan Approval
- BAP Amendment – TGR Group (Rocky Mountain Tap and Garden)
- RTD Resolution
- Award Contract for Conversion of In-Line Skating Rink to Pickleball
- Fire Chief Introduction

**Resident 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 of Louisville
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# City Council

## Special Meeting Minutes

**July 23, 2025**
**City Hall, Council Chambers**
**749 Main Street**
**12:00 PM**

Mayor Leh called the meeting to order at 12:00 p.m. Roll Call was taken, and the following members were present:

***City Council:*** ***Mayor Chris Leh***
***Mayor Pro Tem Caleb Dickinson***
***Councilmember Josh Cooperman***
***Councilmember Deborah Fahey***
***Councilmember Barbara Hamlington***
***Councilmember Dietrich Hoefner***
***Councilmember Judi Kern (Arrived at 12:09 pm)***

***Staff Present:*** ***Diana Langley, City Manager***
***Samma Fox, Deputy City Manager***
***Kurt Kowar, Public Works Director***
***Rob Zuccaro, Community Development Director***
***Ryder Bailey, Finance Director***
***Adam Blackmore, Parks, Recreation & Open Space Director***
***Rafael Gutierrez, Police Chief***
***Paulina Bennett, Information Technology Director***
***Brandi Cummings, Cultural Services Director***
***Hannah Miller, Sustainability Program Manager***
***Robin Brookhart, Interim Human Resources Director***
***Mahyar Mansurabadi, Finance Analyst***
***Travis Anderson, Revenue & Sales Tax Manager***
***Genny Kline, Interim City Clerk***

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## REGULAR BUSINESS

**BUDGET RETREAT (00:02:50)**

Mayor Leh introduced the item.

Councilmember Hoefner provided comments regarding the Finance Committee.

Finance Director Bailey, and Finance Analyst Mansurabadi conducted the presentation.

Director Bailey provided an overview of the Budget Calendar, Budget Guidelines, Council Priorities, Fiscal and Policy Issues with Significant Impacts, and Key Considerations for this process. Initial focus areas of Budget Development, General Fund; Park Fund, Conservation Trust Lottery Fund; Fund Financial Forecasts; Revenue Trends, 2025 Property Tax / Mills; Property Tax Revenue overview; Sales Tax Revenue overview, General Fund Growth Scenario; Personnel and Benefit Assumptions; Expenditure Targets, Wages and FTEs; Benefit History; Expenditure Target; City Manager Recommended Adjustments

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Revenue & Sales Tax Manager Anderson provided information regarding Use Tax.

Finance Analyst Mansurabadi continued the presentation with Parks Fund and Conservation Trust Lottery Fund transfers.

Council posed several questions regarding the Parks and Conservation Trust Lottery Fund, which were acknowledged and addressed.

Council reached a consensus to transfer and allocate $100,000 from the Conservation Trust Lottery Fund for park-related improvements.

Finance Director Bailey continued with the presentation on 2025 Property Tax / Mills.

Finance Analyst Mansurabadi continued the presentation with Sales Tax Revenue.

Finance Director Bailey continued with the presentation on Significant Expenditure Target on wages and full-time employees.

Finance Analyst Mansurabadi continued the presentation with benefit costs.

Council posed questions regarding full-time positions, which were acknowledged and addressed as part of the discussion.

Council recessed briefly.

City Manager Langley continued the presentation with the Summary of City Manager Recommended Adjustments and received Council support for the following: police, Boulder County Emergency Management Services, IT software maintenance, annual internal audit, travel training and meeting budget for Library.

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Council posted a question regarding the emergency operations procedure, which was acknowledged and addressed.

City Manager Langley continued with recommended adjustments and received council support for the following: efficiency / systems improvement contingency, development impact fee, Marshall Fire five-year anniversary; utility billing, tax collection, and admin software upgrade; police vehicles, Community Development shared vehicle, public copier replacement, and Owl Park fence replacement; and put a hold on potential citizen initiative special election.

Council discussed 2026 personnel requests and support the following staff reductions: wastewater plant operator trainee, mitigation coordinator, risk management specialist, and sustainability planner IECC; service level reductions: reduce climate action plan by $100,000, Junior Finance Associate Intern Program, and Professional Services reduction; Council discussed 2026 Capital and Operations expansions and support the following: Marshall Fire building permit potential rebate, Holiday lighting expansion, July 4th and 250 / 150 commemoration, and council sponsored events; Council deferred strategic planning, core services, service level alignment; and potential polling engagement.

Finance Director Bailey continued the presentation with the Open Space Fund. Council discussed and agreed with a five-million-dollar balance; Historical Preservation Fund Tax will be added to the 2026 Work Plan.

Council and staff reviewed the remaining slides detailing requests from various Boards and Commissions. Council members provided feedback on the proposals.

City Manager Langley noted the advisory boards' staff will continue the 2026 Work Plan discussion.

Public Comment:

- Sherry Sommer – Redtail Ridge water project
- Helen Moshak – Affordable housing / parks and open space

**ADJOURN (4:45:21)**

Councilmember Kern moved to adjourn the meeting; seconded by Councilmember Fahey.

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

Members adjourned at 4:50 pm.

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Christopher M. Leh, Mayor

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Genny Kline, City Clerk

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City of Louisville
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# City Council

## Special Meeting Minutes

**August 12, 2025**
**City Hall, Council Chambers**
**749 Main Street**
**5:00 PM**

Mayor Leh called the meeting to order at 5:00 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 - Remote*** |
| | ***Councilmember Barbara Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern – arrived at 5:07pm*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Samma Fox, Deputy City Manager*** |
| | ***Kurt Kowar, Public Works Director*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Adam Blackmore, Parks, Recreation, & Open Space Director*** |
| | ***Paulina Bennett, Information Technology Director*** |
| | ***Brandi Cummings, Cultural Services Director*** |
| | ***Rafael Gutierrez, Police Chief*** |
| | ***Genny Kline, Interim City Clerk*** |

**EXECUTIVE SESSION – PENDING LITIGATION (00:01:33)**

Deputy City Attorney Culley introduced the agenda item and presented the request for an executive session.

Interim City Clerk Kline read the statement required by the City Code.

Deputy City Attorney Culley provided a statement outlining the authority for convening the executive session.



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Mayor Leh moved to go into executive session; seconded by Councilmember Hoefner.

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

Council adjourned to Executive Session at 5:04pm.

**EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (01:01:52)**

Council reconvened at 6:01 pm.

Deputy City Attorney Culley provided the report, and no further action is requested.

**FLOCK CAMERA UPDATE (01:02:49)**

Mayor Leh introduced the item.

Louisville Police Chief Gutierrez; Scott Moore, Crime Prevention Specialist / Public Information Officer; and City Manager Langley presented the staff reports.

(Trevor Chandler, Flock Safety Director of Public Affairs)

Council recessed briefly due to technical difficulties.

City Manager Langley continued with the staff report.

Council posed no questions at this time.

Public Comment

- Cathern Smith
- Tawnya Somauroo
- Ashley Cook
- Everett Williams
- Mark Cathcart
- Helen Moshak

Council Discussion

Mayor Leh directed staff, noting the consensus of Council, not to proceed with the contract at this time.

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Mayor Leh expressed appreciation to the police department, council members, and the community for their engagement.

**ADJOURN (02:41:58)**

Councilmember Kern moved to adjourn the meeting; seconded by Councilmember Hamlington.

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

Members adjourned at 7:42 pm.

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Christopher M. Leh, Mayor

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Genny Kline, City Clerk

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City of Louisville
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# City Council

## Special Meeting Minutes

**August 26, 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*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Barbara Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern*** |
| ***Absent:*** | ***Mayor Pro Tem Caleb Dickinson*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Samma Fox, Deputy City Manager (Remote)*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Chad Root, Chief Building Official*** |
| | ***Jennifer Henderson, Fire Marshall*** |
| | ***Hannah Miller, Sustainability Program Manager*** |
| | ***Genny Kline, Interim City Clerk*** |
| | ***Mindy Olkjer, Executive Assistant*** |

**DISCUSSION / DIRECTION – 2024 IECC (00:01:20)**

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

Council posed several questions, which were acknowledged and addressed as part of the discussion. Director Zuccaro, Fire Marshall Henderson, Chief Building Official Root, and Andre Jaen with Shums Coda and Associates engaged in the discussion.



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Public Comment

- Kevin Lombardo
- Martin Ogle
- John Cowley
- Peter Greise (BCBOA member)
- Steve Norwood (BCBOA member)
- Matt Berry (BCBOA member)
- Tiffany Boyd
- Andy Johnson

Council engaged in an extensive discussion regarding the 2024 International Energy Conservation Code and the Cohort version of the Code, with questions posed and clarifications provided throughout the discussion.

Councilmember Hoefner moved to direct staff to proceed with the Building Code Board of Appeals recommendation as presented in the packet; seconded by Councilmember Kern.

Councilmember Cooperman offered a friendly amendment to incentivize going beyond the 2024 base code.

CM Hoefner rejected the friendly amendment.

Aye: Leh, Fahey, Hamlington, Hoefner, Kern
Nay: Cooperman
Absent: Dickinson

**DISCUSSION / DIRECTION – COUNCIL SALARIES (01:55:24)**

Mayor Leh introduced the item.

Deputy City Manager Fox presented the staff report.

Council posed questions, which were acknowledged and addressed as part of the discussion.

Public Comment - None

Council directed staff that council salaries shall not be increased this year. Council may request additional information in one year.

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**ADJOURN (02:03:59)**

Councilmember Kern moved to adjourn the meeting; seconded by Councilmember Hamlington.

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

Members adjourned at 8:04 pm.

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Christopher M. Leh, Mayor

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Genny Kline, City Clerk

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City of Louisville
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# City Council

## Special Meeting Minutes

**September 4, 2025**
**City Hall, Council Chambers**
**749 Main Street**
**5:00 PM**

Mayor Leh called the meeting to order at 5:00 p.m. Roll Call was taken, and the following members were present:

| | |
|---|---|
| ***City Council:*** | ***Mayor Chris Leh*** |
| | ***Mayor Pro Tem Caleb Dickinson (Arrived at 5:02 pm)*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Barbara Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern (Arrived at 5:02 pm)*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Samma Fox, Deputy City Manager*** |
| | ***Melinda Culley, Deputy City Attorney*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Genny Kline, Interim City Clerk*** |

**EXECUTIVE SESSION – PENDING LITIGATION (00:01:17)**

Deputy City Attorney Culley introduced the agenda item and presented the request for an executive session.

Interim City Clerk Kline read the statement required by the City Code.

Deputy City Attorney Culley provided a statement outlining the authority for convening the executive session.

Mayor Leh moved to go into executive session; seconded by Councilmember Hoefner.

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

DRAFT

Council entered Executive Session at 5:05 pm.

**EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (01:01:08)**

Council reconvened at 6:01 pm.

Deputy City Attorney Culley provided the report, and no further action is required.

## REGULAR BUSINESS

**ORDINANCE NO. 1901, SERIES 2025 – AN INITIATED ORDINANCE AMENDING SECTION 17.16 OF THE LOUISVILLE MUNICIPAL CODE REGARDING A PROHIBITION OF RESIDENTIAL REZONING**

**OR**

**RESOLUTION NO. 63, SERIES 2025 – A RESOLUTION REFERRING AN INITIATED ORDINANCE REGARDING RESIDENTIAL REZONING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF LOUISVILLE AT A REGULAR ELECTION TO BE HELD NOVEMBER 4, 2025 AND DESIGNATING THE CITY CLERK TO SET THE BALLOT TITLE (01:01:51)**

Mayor Leh introduced the item.

Deputy City Attorney Culley presented the options available for consideration by the Council.

Mayor Pro Tem Dickinson moved to approve Resolution 63, Series 2025; seconded by Councilmember Kern.

Council Discussion

Public Comment
- Don Parcher

Mayor Leh read the resolution with proposed amendments.

Mayor Pro Tem Dickinson moved to approve Resolution 63, Series 2025, as amended by Mayor Leh; seconded by Councilmember Kern.

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

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**ORDINANCE NO. 1902, SERIES 2025 – AN INITIATED ORDINANCE AMENDING CHAPTER 3.18 OF THE LOUISVILLE MUNICIPAL CODE REGARDING IMPACT FEES– 1st READING, SET PUBLIC HEARING**

**OR**

**RESOLUTION NO. 64, SERIES 2025 – A RESOLUTION REFERRING AN INITIATED ORDINANCE REGARDING IMPACT FEES TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF LOUISVILLE AT A REGULAR ELECTION TO BE HELD NOVEMBER 4, 2025 AND DESIGNATING THE CITY CLERK TO SET THE BALLOT TITLE (01:17:52)**

Mayor Leh introduced the item.

Deputy City Attorney Culley presented the options available for consideration by the Council.

Council Discussion

Mayor Leh read the resolution with proposed amendments.

Public Comment
- Beth Eldridge
- Tamar Krantz

Council Questions & Comments

Councilmember Hoefner moved to approve Resolution 64, Series 2025 as amended by Mayor Leh; seconded by Councilmember Kern.

Council Discussion

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

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**ADJOURN (01:30:08)**

Mayor Pro Tem Dickinson moved to adjourn the meeting; seconded by Councilmember Hoefner.

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

Members adjourned at 6:30 pm.

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Christopher M. Leh, Mayor

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Genny Kline, City Clerk

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City of Louisville
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# City Council

## Meeting Minutes

**September 16, 2025**
**City Hall, Council Chambers**
**749 Main Street**
**5:30 PM**

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Mayor Leh called the meeting to order at 5:33 p.m. Roll Call was taken, and the following members were present:

| | |
|---|---|
| ***City Council:*** | ***Mayor Chris Leh*** |
| | ***Mayor Pro Tem Caleb Dickinson*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern (Arrived at 5:36 pm)*** |
| ***Absent:*** | ***Councilmember Barbara Hamlington*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Samma Fox, Deputy City Manager*** |
| | ***Kathleen Kelly, City Attorney*** |
| | ***Kurt Kowar, Public Works Director*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Matt Post, Senior Planner*** |
| | ***Brandi Cummings, Cultural Services Director*** |
| | ***Genny Kline, Interim City Clerk*** |

**EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:02:55)**

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

Interim City Clerk Kline read the statement required by City Code.

City Attorney Kelly provided a statement outlining the authority for convening the executive session.

Mayor Leh moved to go into executive session; seconded by Councilmember Hoefner.

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

Council entered Executive Session at 5:38 pm.

**EXECUTIVE SESSION REPORT – REAL PROPERTY ACQUISITIONS & DISPOSITIONS – DISCUSSION / DIRECTION / ACTION (00:28:49)**

Council reconvened at 6:00 pm.

City Attorney Kelly presented the report and requested Council provide staff with direction to negotiate a purchase and sale contract, which will be brought back to Council for consideration at a future meeting.

**APPROVAL OF AGENDA (00:29:55)**

Councilmember Fahey moved to approve the agenda; seconded by Councilmember Kern.

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

**PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (00:30:11)**

- Audrey DeBarros – Commuting Solutions and Redtail Ridge
- Terry Barr – Ward 1 Distribution

**APPROVAL OF THE CONSENT AGENDA (00:37:58)**

**A.** Approval of Minutes: September 2, 2025
**B.** Louisville Police Department Salary Market Adjustment

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**C.** Resolution No. 65, Series 2025 – A Resolution Approving a First Amendment / Extension to the Agreement by and between the City of Louisville and Chandler Asset Management, Inc. for Investment Management Services
**D.** Resolution No. 66, Series 2025 – A Resolution Approving a Construction Contract for the 2025 Pavement Marking Project
**E.** Resolution No. 67, Series 2025 – A Resolution Approving a Construction Contract for the 2025 Pavement Crack Seal Project
**F.** Resolution No. 68, Series 2025 – A Resolution Approving a 2025 Affordable Housing Grant Program Funding Agreement and Subrecipient Agreement

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

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

**COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (00:38:18)**

Councilmember Fahey noted she attended the Colorado Municipal League District meeting. She also mentioned the Rocky Mountain Metropolitan Airport (RMMA) on understanding the constraints for overflight.

**CITY MANAGER'S REPORT (00:40:09)**

City Manager Langley reported on the following: September is preparedness month, and the new outdoor warning sirens will be tested later this week; the Vintage Baseball Game is Saturday; and Council will have a booth at the Farmer's Market.

## REGULAR BUSINESS

**RESOLUTION NO. 69, SERIES 2025 – A RESOLUTION APPROVING AN ICE RINK MANAGEMENT AND LICENSE AGREEMENT WITH THE MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT (00:41:07)**

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

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Councilmembers posed questions, which were acknowledged and addressed.

Public Comment – None

Mayor Pro Tem Dickinson moved to approve Resolution No. 69, Series 2025; seconded by Councilmember Hoefner.

Mayor Leh offered a friendly amendment requesting a dispute resolution provision.

City Attorney Kelly provided a statement regarding issues of control involving a vendor and another entity not party to the contract.

Mayor Leh withdrew his friendly amendment.

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

**DISCUSSION / DIRECTION – BOULDER OFFICE OF DISASTER MANAGEMENT PROPOSAL (00:58:35)**

City Manager Langley presented the staff report and asked for Council's direction on joining Boulder Office of Disaster Management.

Council Questions

Public Comment
- Tawnya Samauroo
- Larry Donner

Council Comments

Councilmember Hoefner moved to accept and adopt the staff recommendation as provided in the packet; seconded by Mayor Leh.

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

**SOUTH STREET UNDERPASS DESIGN (01:10:53)**

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- **RESOLUTION NO. 70, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION A**

  **OR**
- **RESOLUTION NO. 71, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE SOUTH STREET UNDERPASS PROJECT – OPTION B**

Mayor Leh introduced the item.

Public Works Director Kowar provided the staff report, Option A closes South Street and Option B would return to alternatives analysis.

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Public Comment
- Dave Robertson
- Jean Morgan
- Tom Rafferty
- Gillian Millar
- Patrick McCartney
- Shannon Scott
- Stephen Tebo
- Justin Livingston
- Kelcey Gallery
- Michael Jacob
- James Dixon

Council Comments

Councilmember Kern moved to approve Resolution No. 71, Series 2025; seconded by Councilmember Fahey.

Council Discussion

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

DRAFT

**ORDINANCE NO. 1903, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING DISTANCE RESTRICTIONS FOR NATURAL MEDICINE BUSINESSES IN THE CITY OF LOUISVILLE – 1ST READING, SET PUBLIC HEARING (02:22:18)**

Mayor Leh introduced the item.

Senior Planner Post presented the staff report.

Council posed questions, which were acknowledged and addressed.

Councilmember Hoefner moved to approve Ordinance No. 1903, Series 2025, and set the public hearing for Monday, November 3, 2025, at 6:00 pm; seconded by Councilmember Fahey.

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

**CITY ATTORNEY'S REPORT (02:36:32)**

None

**IDENTIFICATION OF FUTURE AGENDA ITEMS (02:36:40)**

Councilmember Cooperman raised the topic of e-bikes. It was noted that this issue will be scheduled for further consideration during the upcoming Council work plan discussions.

**ADJOURN (02:38:55)**

Councilmember Kern moved to adjourn the meeting; seconded by Councilmember Cooperman.

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

Members adjourned at 8:10 pm.

DRAFT

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

DRAFT

City of Louisville
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# *City Council*

## *Meeting Minutes*

**October 7, 2025**
**City Hall, Council Chambers**
**749 Main Street**
**5:00 PM**

Mayor Leh called the meeting to order at 5:00 p.m. Roll Call was taken, and the following members were present:

| | |
|---|---|
| ***City Council:*** | ***Mayor Chris Leh*** |
| | ***Mayor Pro Tem Caleb Dickinson*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern (Arrived at 5:01 pm)*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Kathleen Kelly, City Attorney*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Matt Post, Senior Planner*** |
| | ***Emily Cline-Gibson, Planner II*** |
| | ***Chad Root, Chief Building Official*** |
| | ***Genny Kline, City Clerk*** |

**EXECUTIVE SESSION - PENDING LITIGATION; and REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:01:08)**

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

City Clerk Kline read the statement required by the City Code.

City Attorney Kelly provided a statement outlining the authority for convening the executive session.



DRAFT

Mayor Leh moved to go into executive session; seconded by Councilmember Hoefner.

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

Council entered Executive Session at 5:05 pm.

**EXECUTIVE SESSION REPORT – PENDING LITIGATION; AND REAL PROPERTY ACQUISITIONS & DISPOSITIONS (01:17:04)**

Council reconvened meeting 6:17 pm.

City Attorney Kelly presented the report and requested Council provide staff with direction to negotiate a potential sale of property with a contract to be placed on a future Council Agenda.

Councilmember Hoefner moved to direct staff to proceed with negotiations for the potential sale of property and prepare a contract for future Council review; seconded by Mayor Leh.

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

**APPROVAL OF AGENDA (01:18:30)**

Councilmember Kern moved to approve the agenda; seconded by Councilmember Fahey.

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

**PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (01:18:41)**

- NONE

DRAFT

## APPROVAL OF THE CONSENT AGENDA (01:19:53)

- **A.** Approval of Minutes: January 7, 2025; January 21, 2025; February 4, 2025; March 4, 2025
- **B.** Resolution No. 72, Series 2025 – A Resolution Authorizing the City to Apply for Designation as a Bird City Colorado Affiliate
- **C.** Resolution No. 73, Series 2025 – A Resolution Approving an Agreement with Design Mechanical Incorporated for HVAC Services
- **D.** Resolution No. 74, Series 2025 – A Resolution Authorizing Purchases in Connection with the Traffic Signal Technology Grant Project
- **E.** Appointment of Two Councilmembers to Serve on the Committee to Review Board and Commission Applications
- **F.** Appointment of Two Councilmembers to Review the Municipal Judge and Prosecuting Attorney
- **G.** Appointment of Two Councilmember to Serve on a Coal Creek Golf Course Food and Beverage Concession Services Task Force
- **H.** Resolution No. 75, Series 2025 – A Resolution Approving a Purchase Contract to Buy and Sell Real Estate for the Sale of the City-Owned Property at 1016 Main Street
- **I.** Resolution No. 76, Series 2025 – A Resolution Approving a Proposed 2025 Amended and 2026 Operating Plan and Budget of the Main Street Louisville Business Improvement District and Appointing Members to the Board of Directors
- **J.** Resolution No. 77, Series 2025 – A Resolution Approving a Revised Ice Rink Management and License Agreement with the Main Street Louisville Business Improvement District
- **K.** Resolution No. 78, Series 2025 – A Resolution Approving a Purchase Contract to Buy and Sell Real Estate at 101 W. Cherry Street and Authorizing the Use of General Fund Reserves for the Purchase

Councilmember Fahey moved to approve the consent agenda; seconded by Councilmember Cooperman.

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

## COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (01:20:12)

None

## CITY MANAGER'S REPORT (01:20:31)

City Manager Langley reported there will be a Fire Chief candidate Meet & Greet on Monday, October 13, 5:00 – 7:00 pm, at Fire Station No. 1.

DRAFT

## REGULAR BUSINESS

**COUNCIL POSITION ON BALLOT QUESTIONS 300 AND 301 ON THE NOVEMBER 4, 2025 BALLOT (01:20:59)**

**I. RESOLUTION NO. 79, SERIES 2025 – A RESOLUTION OPPOSING CITY OF LOUISVILLE BALLOT QUESTION 300 CONCERNING A CITIZEN INITIATED ORDINANCE REGARDING RESIDENTIAL REZONING**

**II. RESOLUTION NO. 80, SERIES 2025 – A RESOLUTION OPPOSING CITY OF LOUISVILLE BALLOT QUESTION 301 CONCERNING A CITIZEN INITIATED ORDINANCE REGARDING IMPACT FEES**

Mayor Leh introduced the item and noted there was no initial staff report.

Public Comment

- Andy Johnson, pooled time with Michelle Johnson
- Lisa Ritchie

Council provided comments on the proposed ballot questions.

Councilmember Kern moved to approve Resolution 79, Series 2025, and Resolution 80, Series 2025; seconded by Councilmember Hoefner.

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

**AVISTA ADVENTIST HOSPITAL (01:44:59)**

**I. ORDINANCE NO. 1904, SERIES 2025 – AN ORDINANCE APPROVING THE CONOCOPHILLIPS CAMPUS GDP AMENDMENT NO. 1 – 1ST READING, SET PUBLIC HEARING**

**II. ORDINANCE NO. 1905, SERIES 2025 – AN ORDINANCE APPROVING THE AVISTA ADVENTIST HOSPITAL GDP AMENDMENT NO. 2, - 1ST READING, SET PUBLIC HEARING**

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

DRAFT

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Mayor Pro Tem Dickinson moved to approve Ordinance 1904, Series 2025, and set for public hearing on Tuesday, October 21, 2025, at 6:00 pm; seconded by Councilmember Kern.

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

Councilmember Fahey moved to approve Ordinance No. 1905, Series 2025, and set the public hearing on Tuesday, October 21, 2025, at 6:00 pm; seconded by Councilmember Kern.

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

**ORDINANCE NO. 1906, SERIES 2025 – AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE NORTH LOUISVILLE GENERAL DEVELOPMENT PLAN AT 2101 N COURTESY ROAD – 1ST READING, SET PUBLIC HEARING (02:09:42)**

Mayor Leh introduced the item.

Senior Planner Post presented the staff report.

Council posed questions, which were acknowledged and addressed.

Councilmember Fahey moved to approve Ordinance No. 1906, Series 2025, and set the public hearing for Tuesday, November 18, 2025, at 6:00 pm; seconded by Councilmember Hoefner.

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

**ORDINANCE NO. 1907, SERIES 2025 – AN ORDINANCE ADOPTING BY REFERENCE THE 2024 INTERNATIONAL BUILDING CODE, 2024 INTERNATIONAL RESIDENTIAL CODE, 2024 INTERNATIONAL MECHANICAL CODE, 2024 INTERNATIONAL FUEL GAS CODE, 2024 INTERNATIONAL FIRE CODE, 2024 INTERNATIONAL EXISTING BUILDING CODE, 2024 INTERNATIONAL PLUMBING CODE, 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024**

DRAFT

**INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 1997 UNIFORM HOUSING CODE AND THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE – 1ST READING, SET PUBLIC HEARING (02:29:57)**

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Councilmember Hoefner moved to approve Ordinance No. 1907, Series 2025, and set the public hearing for Monday, November 3, 2025, at 6:00 pm; seconded by Councilmember Kern.

Council Comment

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

**ORDINANCE NO. 1908, SERIES 2025 – AN ORDINANCE REZONING LOT 1, BLOCK 3, JEFFERSON PLACE SUBDIVISION FROM RESIDENTIAL MEDIUM DENSITY (R-M) TO COMMUNITY COMMERCIAL (C-C) ZONE DISTRICT – 1ST READING, SET PUBLIC HEARING (02:41:22)**

Mayor Leh introduced the item.

Planner Cline-Gibson presented the staff report.

Council did not offer any comments or raise any questions regarding this agenda item.

Councilmember Hoefner moved to approve Ordinance No. 1908, Series 2025, and set the public hearing for Tuesday, October 21, 2025, at 6:00 pm; seconded by Mayor Pro Tem Dickinson.

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

DRAFT

**CONCEPT PLAN – 1148 WEST DILLON ROAD (THE VILLAGE SHOPS AT COLONY SQUARE) (02:47:48)**

Mayor Leh introduced the item.

Planner Cline-Gibson presented the staff report.

Council Questions

Andy Johnson, DAJ Design; and David O'Neil, Brynn Grey, presented the applicant report.

Council posed questions, which were acknowledged and addressed.

Public Comment

- Kurt Leinbach, pooling time with owners of Colony Square Therapeutic Massage
- Fallon Vorhees Matthews
- David Protter

David O'Neal was provided with the opportunity to respond and offered remarks addressing the public comment.

Council provided comments and feedback on the presentation. Mayor Leh read Sec. 17.40.100 of the City Charter, regarding Special Review Uses – criteria and conditions of approval.

**CITY ATTORNEY'S REPORT (03:53:54)**

None

**IDENTIFICATION OF FUTURE AGENDA ITEMS (03:53:58)**

There were no new items identified.

Mayor Leh noted that next week there will be a presentation of the process for identifying future agenda items and discussing new approaches.

Councilmember Kern reminded members of the upcoming Meet & Greet event to meet the Fire Chief candidates, Monday, 5:00 - 7:00 pm.

DRAFT

**ADJOURN (03:55:26)**

Mayor Leh moved to adjourn the meeting; seconded by Councilmember Kern.

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

Members adjourned at 8:56 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

DRAFT

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# City Council

## *Special Meeting Agenda*

**October 14, 2025**
**Council Chambers**
**749 Main Street**
**6:00 PM**

DRAFT

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 (Arrived at 6:16 pm)*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Barbara Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Genny Kline, City Clerk*** |
| | ***Mindy Olkjer, Executive Assistant*** |

**COURT UPDATE WITH JUDGE AND PROSECUTOR (00:1:10)**

Present: Honorable David Thrower, Presiding Judge
Tricia McCarthy, City Prosecutor

City Clerk Cline conducted the staff presentation.

Council posed questions, including questions related to E-bikes, plea bargaining for speeding violations, and community trends that the judge and prosecutor are seeing in the court system, which were acknowledged and addressed.

Judge Thrower provided an overview of the types of cases heard and addressed key topics including appointing legal counsel, the judge–prosecutor relationship, restorative justice principles, sentencing practices, recent legislation, the electronic docketing system, and the importance of having a clerk in the courtroom.

Tricia McCarthy introduced herself and presented requests for a full revision of the Animal Code (Title 6) and Nuisance Code (Title 8), include animal impound hearings, adoption of the 2024 Model Traffic Code to replace the 2010 version, adding code enforcement authority to issue summons and complaints, allow the court to issue abatement orders, and revising the Harassment ordinance (9.32.040.A.2), which was found unconstitutional.

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Public Comment – None

Councilmember Hoefner recommended that the City move forward with the proposed updates to the City Code in an expeditious manner. He further suggested the formation of a task force, consisting of one to two council members, to work with the City Attorney, City Prosecutor, and Chief Gutierrez in reviewing and advancing the updates.

City Manager Langley noted she will meet with the City Attorney and Chief Gutierrez to obtain updates.

**DISCUSSION / DIRECTION – UPCOMING AGENDA ITEMS AND IDENTIFICATION OF NEW ONES (01:40:56)**

Councilmember Hoefner introduced the item.

City Manager Langley conducted the presentation and displayed the Upcoming Agenda Items and Identification of New Ones.

Council suggested adding to the spreadsheet: quasi-judicial hearing indication, budget impact, and if an item has gone before another board or commission. City Manager Langley and Council reviewed the upcoming agenda items, and discussions were had. Council posed questions on scheduled items, which were acknowledged and addressed.

Council Comments

Public Comment

- Susan McEachern – banning rodenticides, prairie dog control
- Thomas Dory – Front Street

Council recessed briefly.

Mayor Pro Tem Dickinson exited the meeting at 8:41 pm.

DRAFT

**DISCUSSION / DIRECTION - 2026 LEGISLATIVE AGENDA (02:40:00)**
Audio difficulties throughout the remainder of the meeting.

City Manager Langley conducted the presentation.

Public Comment

- Susan McEachern, Open Space Advisory Board Member – suggested added verbiage: protect wildlife and plant life while maintaining habitat; and preserve open spaces.

City Manager Langley verified that Council did not want to incorporate the requested changes as the legislative agenda is intended to serve as a guiding framework for Councilmembers in their regional assignments: continue with the regional and state focus and not expand to include the federal portion; and consensus to not make the changes suggested by OSAB.

**ADJOURN (03:26:53)**

Councilmember Hoefner moved to adjourn the meeting; seconded by Councilmember Hamlington.

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

Members adjourned at 9:29 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

DRAFT

City of Louisville
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# City Council

## Meeting Minutes

**Tuesday, October 21, 2025**
**Council Chambers**
**749 Main Street**
**6:00 PM**

Mayor Leh called the meeting to order at 6:06 p.m. Roll Call was taken, and the following members were present:

| | |
|---|---|
| ***City Council:*** | ***Mayor Chris Leh*** |
| | ***Mayor Pro Tem Caleb Dickinson*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Hamlington*** |
| | ***Councilmember Dietrich Hoefner*** |
| | ***Councilmember Judi Kern*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Kathleen Kelly, City Attorney*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Matt Post, Senior Planner*** |
| | ***Emily Cline-Gibson, Planner*** |
| | ***Chad Root, Chief Building Official*** |
| | ***Genny Kline, City Clerk*** |

**APPROVAL OF AGENDA (00:4:43)**

Councilmember Fahey moved to approve the agenda; seconded by Councilmember Kern.

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

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (00:05:00)**

- Louie Delaware – E-bikes and Sidewalk Access

DRAFT

**APPROVAL OF THE CONSENT AGENDA (00:07:22)**

- **A.** Approval of Minutes: January 6, 2025; January 14, 2025; February 18, 2025; March 18, 2025
- **B.** Resolution No. 81, Series 2025 – A Resolution Approving a Master Services Agreement with Eide Bailly LLP for Audit Services
- **C.** Resolution No. 82, Series 2025 – A Resolution Approving an Intergovernmental Agreement with the Colorado Department of Transportation Concerning a Grant in Connection with the City's CO42 Bike/Pedestrian Underpass at South Street Project
- **D.** CO42 Design and Right-of-Way Project
  - **i.** Resolution No. 83, Series 2025 – A Resolution Approving a Second Amendment to the Intergovernmental Agreement with CDOT Concerning a Grant in Connection with the City's State Highway 42 Multimodal Improvements Project
  - **ii.** Resolution No. 85, Series 2025 – A Resolution Approving a Second Addendum to the Agreement with Kimley-Horn & Associates for the CO42 Project
  - **iii.** Resolution No. 86, Series 2025 – A Resolution Approving an Intergovernmental Agreement with the City of Lafayette for Sharing of Costs of 30% Design Plans for Improvements to State Highway CO-42 from Paschal Drive to Baseline Road

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

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

**COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (00:07:34)**

Councilmember Fahey provided an update on Colorado Municipal League Policy Committee regarding the support of ballot measures; and explained in detail some of the ballot measures.

Councilmember Kern reported that Denver Regional Council of Governments (DRCOG) presented an overview of RTD FastTracks and the Front Range Passenger Rail, noting plans to begin service in Louisville by January 2029 with three morning trips from Denver to Fort Collins and three evening return trips.

DRAFT

Mayor Leh reminded residents of the upcoming election, encouraging everyone to register and vote on local initiatives and the Ward 1 Council race. He also urged businesses to complete the Business Satisfaction Survey available under the Economic Vitality section of the City's website.

**CITY MANAGER'S REPORT (00:13:46)**

City Manager Langley reported on the Open Houses for PROS Long Range Plan and Trails Master Plan, October 29; Board and Commissions Open House, October 23; and joint Council / PC Meeting, October 28, regarding development processes.

## REGULAR BUSINESS

**PRESENTATION – ROCKY MOUNTAIN METROPOLITAN AIRPORT (RMMA) (00:15:15)**

Mayor Leh introduced the item and indicated Councilmembers Hoefner and Kern were appointed to work with the City Attorney Kelly and outside counsel to investigate and provide an analysis to deal with issues with RMMA.

Councilmember Hoefner noted that a taskforce with Councilmember Kern and City Attorney Kelly was formed to gather data and assess legal options. Outside counsel was retained, and materials are included in the packet. While the City is preempted from taking legal action, potential political and community action may be pursued.

Councilmember Kern emphasized advocacy for residents. Noted that one of the two airport fuel providers will offer unleaded fuel starting next year.

Michael Burek conducted the presentation.

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Public Comment

- Louie Delaware
- Randall Bye
- Keaton Howe
- Diana Barney
- Sonali Marlin

DRAFT

Council discussion centered on flight training patterns and designated training grounds with FAA approval. Council emphasized partnerships with flight schools and airport leadership. Strategies proposed include collaborative talks with schools and RMMA, community complaint processes, and participation in the Part 150 noise study. The consensus was to pursue a multi-prong approach: engagement, collaboration, advocacy, and setting a meeting to plan next steps.

Councilmember Hoefner clarified next steps, community participation / complaints, contact with flight schools; plan to be developed and presented to council.

**ORDINANCE NO. 1908, SERIES 2025 – AN ORDINANCE REZONING LOT 1, BLOCK 3, JEFFERSON PLACE SUBDIVISION FROM RESIDENTIAL MEDIUM DENSITY (R-M) TO COMMUNITY COMMERCIAL (C-C) ZONE DISTRICT – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 10/08/2025) (01:29:07)**

Mayor Leh introduced the item and opened the public hearing.

Planner Cline-Gibson presented the staff report.

Council posed questions, which were acknowledged and addressed.

JD Green, property owner; and applicant, George Colbert, were present to answer questions.

Public Comment
- Taylor Carr – CU Baseball Coach
- Laura Schaffer – in support of a family-owned business in town

Council Comments

Public Comments
- None

Council posed no further discussion.

Mayor Leh closed the public hearing.

Councilmember Kern moved to approve Ordinance No. 1908, Series 2025; seconded by Councilmember Hoefner.

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

DRAFT

**ORDINANCE NO. 1909, SERIES 2025 – AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF THE CITY-OWNED PROPERTY AT 1016 MAIN STREET – 1ST READING, SET PUBLIC HEARING (01:51:21)**

Mayor Leh introduced the item.

Community Development Director Zuccaro presented the staff report.

Council Discussion

Mayor Pro Tem Dickinson moved to approve Ordinance No. 1909, Series 2025, and set the public hearing for Tuesday, November 3, 2025, at 6:00 pm; seconded by Councilmember Kern.

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

Council recessed briefly.

**DISCUSSION / DIRECTION – CITY MANAGER'S PROPOSED 2026 OPERATING AND CAPITAL BUDGET, 2025-2030 CAPITAL IMPROVEMENT PLAN AND 2025-2030 LONG-TERM FINANCIAL PLAN – PUBLIC HEARING (advertised *Boulder Daily Camera* 10/12/25) (02:05:39)**

Mayor Leh introduced the item and opened the public hearing.

Finance Director Bailey conducted the presentation.

Council posed no questions.

Public Comment
- None

Mayor Leh closed the public hearing.

Council offered no comment or discussion.

**RESOLUTION NO. 84, SERIES 2025 – A RESOLUTION AMENDING THE 2025 BUDGET BY AMENDING APPROPRIATIONS IN THE GENERAL FUND, PARKING IMPROVEMENT FUND, HISTORIC PRESERVATION FUND, CAPITAL PROJECTS FUND, WATER UTILITY FUND, WASTEWATER UTILITY FUND, STORM WATER**

DRAFT

**UTILITY FUND AND GOLF COURSE FUND AND ADJUSTING BUDGETED REVENUE IN THE GENERAL FUND, PARKING IMPROVEMENT FUND AND GOLF COURSE FUND (advertised *Boulder Daily Camera* 10/12/2025) (02:09:51)**

Mayor Leh introduced the item.

Finance Director Bailey conducted the presentation.

Council posed no questions.

Public Comment
- None

Councilmember Fahey moved to approve Resolution No. 84, Series 2025; seconded by Councilmember Kern.

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

**AVISTA ADVENTIST HOSPITAL (02:15:30)**

i. **ORDINANCE NO. 1904, SERIES 2025 – AN ORDINANCE APPROVING THE CONOCOPHILLIPS CAMPUS GDP AMENDMENT NO. 1 – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 10/08/2025)**

ii. **ORDINANCE NO. 1905, SERIES 2025 – AN ORDINANCE APPROVING THE AVISTA ADVENTIST HOSPITAL GDP AMENDMENT NO. 2 – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 10/08/2025)**

Mayor Leh introduced the item and opened the public hearing.

Community Development Director Zuccaro presented the staff report.

Council posed questions, which were acknowledged and addressed.

Mark Smith CEO of Advent Health / Avista Hospital; Valerie Wilkins, Adams Management Services; and Afsaneh Makooi, SmithGroup, conducted the applicant presentation.

Council posed questions, which were acknowledged and addressed as part of the discussion.

DRAFT

Public Comment
- Christian Dino
- Jenny Singer-Rupp

Council posed questions and comments, which were acknowledged and addressed.

Public Comment
- None

Council posed no further discussion.

Mayor Leh closed the public hearing.

Mayor Leh moved to approve Ordinance No. 1904, Series 2025; seconded by Councilmember Hoefner.

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

Mayor Leh moved to approve Ordinance No. 1905, Series 2025; seconded by Councilmember Kern.

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

**CONCEPT PLAN REVIEW – AN AMENDMENT TO THE CONOCOPHILLIPS GENERAL DEVELOPMENT PLAN (03:08:37)**

Mayor Leh introduced the item.

Councilmember Hoefner stated he had a professional conflict of interest, recused himself from this discussion, and exited the meeting at 9:12 pm.

Senior Planner Post presented the staff report.

Council posed questions, which were acknowledged and addressed as part of the discussion.

Evan Pesonen and Marshall Wheel, Sterling Bay, presented the applicant report.

DRAFT

Council posed several questions, which were acknowledged and addressed as part of the discussion.

Public Comment

- None

Council Comments

**CITY ATTORNEY'S REPORT (04:14:43)**

None

**IDENTIFICATION OF FUTURE AGENDA ITEMS (04:14:52)**

Councilmember Cooperman raised the idea of special contributions to charities in addition to the standard two-year practice.

City Manager Langley emphasized that Council guidance is required regarding which organizations to support, recognizing the reduced budget for next year and the need for a more extensive discussion.

Councilmember Kern confirmed that a list will be compiled based on Council input regarding RMMA, to be brought back for discussion to determine next steps.

**ADJOURN (04:22:20)**

Mayor Pro Tem Dickinson moved to adjourn the meeting; seconded by Councilmember Hamlington.

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

Members adjourned at 10:25 pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

DRAFT

City of Louisville
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# City Council

## Meeting Minutes

### Monday, November 18, 2025
### Council Chambers
### 749 Main Street
### 5:30 PM

Mayor Leh called the meeting to order at 5:37 p.m. Roll Call was taken, and the following members were present:

| | |
|---|---|
| ***City Council:*** | ***Mayor Chris Leh*** |
| | ***Mayor Pro Tem Caleb Dickinson*** |
| | ***Councilmember Josh Cooperman*** |
| | ***Councilmember Deborah Fahey*** |
| | ***Councilmember Hamlington*** |
| | ***Councilmember Dietrich Hoefner (Arrived at 6:11 pm)*** |
| | ***Councilmember Judi Kern*** |
| ***Staff Present:*** | ***Diana Langley, City Manager*** |
| | ***Rob Zuccaro, Community Development Director*** |
| | ***Matt Post, Senior Planner*** |
| | ***Jess Daniels, Senior Planner*** |
| | ***Kathleen Kelly, City Attorney*** |
| | ***Genny Kline, City Clerk*** |

**OATH OF OFFICE – JOSH COOPERMAN, JUDI KERN (00:08:21)**

The Honorable David Thrower swore in Councilmember Josh Cooperman and Councilmember Judy Kern.

**EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:12:54)**

Mayor Leh introduced the item.

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

City Clerk Kline read the statement required by the City Code.



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City Attorney Kelly provided a statement outlining the authority for convening the executive session.

Mayor Leh moved to enter executive session; seconded by Councilmember Kern.

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

Council entered Executive Session at 5:46 pm.

**EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (00:39:57)**

Council reconvened at 6:09 pm.

City Attorney Kelly presented the report and indicated there is no follow-up required at this time.

**OATH OF OFFICE – DIETRICH HOEFNER (00:41:19)**

City Clerk Kline swore in Councilmember Dietrich Hoefner.

**APPROVAL OF AGENDA (00:42:49)**

Councilmember Fahey moved to approve the agenda; seconded by Councilmember Kern.

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

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (00:43:00)**

- Don Parcher – Neighbors Connect
- Mark Cathcart – Video and image capture policy

**APPROVAL OF THE CONSENT AGENDA (00:56:55)**

**A.** Approval of Minutes: May 20, 2025; May 27, 2025; June 3, 2025; June 17, 2025; November 3, 2025

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**B.** Resolution No. 93, Series 2025 – A Resolution Approving the 2025 Annual Contingency / Emergency Reserve Fund for the Historic Preservation Fund

**C.** Resolution No. 94, Series 2025 – A Resolution Approving an Intergovernmental Agreement Between the City of Louisville and the City and County of Broomfield for Leases of Fully Consumable Water to Each Other

**D.** Resolution No. 95, Series 2025 – A Resolution Approving an Agreement with Inliner Solutions, LLC

**E.** Resolution No. 96, Series 2025 – A Resolution Approving an Assignment of Purchase Contract to Buy and Sell Real Estate for 1016 Main Street

**F.** Council Committee Recommendation of Applicants to Appoint or Interview for Board and Commission Vacancies
*Item F. was removed from the Consent Agenda and placed on Regular Business.*

Councilmember Cooperman moved to remove Item F from the Consent Agenda and place it at the end of the regular agenda and to approve the Consent Agenda as modified; seconded by Councilmember Hoefner.

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

**COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (01:02:32)**

Councilmember Fahey reported on the Economic Vitality Retreat, highlighting opportunities and challenges facing various types of businesses within the City. She also attended the Rocky Mountain Metropolitan Airport Open House, where options regarding flight patterns and potential restrictions on times of day for flights were discussed.

Mayor Leh reported on the recent open space fire, noting that multiple agencies responded to the incident. Mayor Leh also attended the Chamber of Commerce meeting and delivered the State of the City Address. In addition, Mayor Leh made a statement expressing support for individuals affected by mental illness.

Mayor Pro Tem Dickinson exited the meeting at 6:35 pm.

**CITY MANAGER'S REPORT (01:05:15)**

No report from the City Manager.

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## REGULAR BUSINESS

**RESOLUTION NO. 97, SERIES 2025 – A RESOLUTION DESIGNATING THE RESIDENCE LOCATED AT 1016 MAIN STREET A HISTORIC LANDMARK (01:05:21)**

Mayor Leh introduced the item.

Senior Planner Jess Daniels presented the staff report.

Council posed no questions.

Public Comment
- None

Council Comment

Councilmember Fahey moved to approve Resolution No. 97, Series 2025; seconded by Councilmember Kern.

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

Council recessed briefly.

**ORDINANCE NO. 1910, SERIES 2025 – AN ORDINANCE APPROVING A REZONING OF A PORTION OF THE CALEDONIA PLACE SUBDIVISION PLAT FROM COMMERCIAL COMMUNITY (C-C) AND RESIDENTIAL MEDIUM DENSITY (R-M) TO MIXED-USE RESIDENTIAL (MU-R) AND APPROVING AN AMENDMENT TO EXHIBIT A, LAND USE PLAN EXHIBIT, REFERENCED IN LOUISVILLE MUNICIPAL CODE CHAPTER 17.14 – MIXED USE ZONE DISTRICTS – 1ST READING, SET PUBLIC HEARING (01:13:57)**

Mayor Leh introduced the item.

Senior Planner Post presented the staff report.

Council posed several questions, which were acknowledged and addressed as part of the discussion.

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Councilmember Fahey moved to approve Ordinance No. 1910, Series 2025, and schedule the public hearing on Tuesday, January 26, 2026, at 6:00 pm; seconded by Councilmember Hoefner.

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

**ORDINANCE NO. 1906, SERIES 2025 – AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE NORTH LOUISVILLE GENERAL DEVELOPMENT PLAN AT 2101 COURTESY ROAD – 2ND READING, PUBLIC HEARING (advertised City of Louisville website 10/08/2025) (01:46:00)**

Mayor Leh introduced the item and opened the public hearing.

Senior Planner Post presented the staff report.

Mayor Pro Tem Dickinson returned to the Council Meeting at 7:17 pm.

Council posed questions, which were acknowledged and addressed.

Erik Hartronft, Hartronft Associates; Michael Reese and Paul D'Angelo-online, with Thistle Housing, conducted the applicant presentation.

Council posed several questions which were acknowledged and answered as part of the discussion.

Public Comment
- Marty Kelliher

Council had no further discussion.

Public Comment
- Michael Reese

Council Comments

Mayor Pro Tem Dickinson moved to approve Ordinance No. 1906, Series 2025; seconded by Mayor Leh.

Council Comments

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

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**COUNCIL COMMITTEE RECOMMENDATION OF APPLICANTS TO APPOINT OR INTERVIEW FOR BOARD AND COMMISSION VACANCIES *(Item F. from the Consent Agenda)* (02:50:59)**

Councilmember Cooperman moved to place this item on the Consent Agenda on December 2, 2025; seconded by Councilmember Hoefner.

Council discussed interview dates.

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

**CITY ATTORNEY'S REPORT (02:54:25)**

The City Attorney indicated there was no report.

**IDENTIFICATION OF FUTURE AGENDA ITEMS (02:54:29)**

Mayor Leh proposed the video policy, with discussion deferred to the next work plan session.

**ADJOURN (02:57:55)**

Councilmember Kern moved to adjourn the meeting; seconded by Councilmember Fahey.

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

Members adjourned at 8:28pm.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

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# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 7B

**SUBJECT:** **2026 CITY COUNCIL COMMITTEE ASSIGNMENTS**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **MAYOR LEH**
**GENNY KLINE, CITY CLERK**

**PRESENTED BY:** **GENNY KLINE, CITY CLERK**

**SUMMARY:**
Below is a list of committees to which the Mayor appoints City Councilmembers. The Mayor will present a new list of appointments at the December 16 meeting. Members will serve on those committees until December 2026. (The following list may not be inclusive.)

- Economic Vitality Committee (City Council)
- Finance Committee (City Council)
- Revitalization Commission
- Colorado Communities for Climate Action (CCFCA)
- Commuting Solutions
- Consortium of Cities
- Downtown Business Association Street Faire Committee
- Denver Regional Council of Governments
- Colorado Municipal League Policy Committee
- Lafayette Joint Issues Committee
- Superior Joint Issues Committee
- Broomfield Joint Issues Committee
- Elected Officials Regional Working Group on Homelessness

**BACKGROUND / PRIOR DISCUSSIONS:**
None

**ANALYSIS:**
None

**2025 COUNCIL WORK PLAN:**
N/A

**FISCAL IMPACT:**
Budgeted?: **Not Applicable**

**ALTERNATIVE(S):**
None

**RECOMMENDATION:**
None

**ATTACHMENT(S):**
1. 2025 Committee Assignments

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# 2025 City Council Committee Assignments

| Board/Commission/Committee | Meeting Day/Time (subject to change) | Councilmember Assignment |
|---|---|---|
| City Council Economic Vitality Committee | 3rd Wednesday of the Month, 10:30 am | Leh (chair)<br>Fahey, Kern |
| City Council Finance Committee | 3rd Thursday of the Month, 4 pm | Hoefner (chair),<br>Hamlington,<br>Cooperman |
| Colorado Communities for Climate Action (CC4CA) | 1st Friday of even months, 9-11 am | Cooperman;<br>Dickinson (alternate) |
| Commuting Solutions | Quarterly | Hoefner;<br>Hamlington (alternate) |
| Consortium of Cities | 1st Wednesday of every other month. | Dickinson;<br>Fahey (alternate) |
| DBA Street Faire Committee | TBD | Hamlington<br>Kern (alternate) |
| Denver Regional Council of Governments | 1st Wednesday at 4 pm and 3rd Wednesday at 6:30 pm | Kern<br>Cooperman (alternate) |
| Revitalization Commission Member | 3rd Wednesday of the month, 8:00 am | Dickinson |
| CML Policy Committee | 3rd Friday of the month, 9:00 am | Fahey<br>Hoefner (alternate) |
| Lafayette Joint Issues Committee | As needed | Hamlington |
| Superior Joint Issues Committee | As needed | Hoefner |
| Broomfield Joint Issues Committee | As needed | Leh |
| Elected Officials Regional Working Group on Homelessness | 2025 – Monthly<br>(2026 Every Other Month) | Hamlington |

**SUBJECT:** **2026 BOARD AND COMMISSION APPOINTMENTS**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **GENNY KLINE, CITY CLERK**

**PRESENTED BY:** **GENNY KLINE, CITY CLERK**

**SUMMARY:**
The City began the 2026 board and commission recruitment in October with a November 3 application deadline. The City Council appointed Mayor Leh and Councilmember Fahey to complete an initial review of the applications. The Committee met and made recommendations for which applicants to appoint or reappoint without an interview and which applicants to interview. Those recommendations, along with complete application responses for all applicants, are included in the November 18 meeting packet.

**BACKGROUND / PRIOR DISCUSSIONS:**
- November 18 City Council Meeting - Councilmember Cooperman asked that the item be postponed to December 2.
- December 2 City Council Meeting – Councilmember Cooperman asked to include three other applicants to those being interviewed for OSAB vacancies. Council approved that request.
- December 8 City Council Special Meeting – Interviews for the vacancies were conducted.

**ANALYSIS:**
All appointments will be effective January 1, 2026. Due to the limited number of applications, there will still be vacancies on a few boards.

**2025 COUNCIL WORK PLAN:**
Boards and Commissions are a core service for the City. Annually appointing residents to serve ensures that government is inclusive, responsive, transparent, accessible, effective, and efficient.

**FISCAL IMPACT:**
Budgeted?: **Not Applicable**

**ALTERNATIVE(S):**
Since some vacancies will remain on several boards (Board of Adjustment, Building Code Board of Appeals, Local Licensing Authority, and Parks & Public Landscaping Advisory Board) Council may consider recruiting again for volunteers in early 2026.

**RECOMMENDATION:**
Approve the list of appointees for terms beginning January 1, 2026.

**ATTACHMENT(S):**
1. 2026 board and commission appointments

# 2026 BOARD AND COMMISSION APPOINTMENTS

**Building Code Board of Appeals**

| | | |
|---|---|---|
| Steve Norwood | 3 years | January 2026 - December 2028 |

**Cultural Advisory Board**

| | | |
|---|---|---|
| Leah Franks | 3 years | January 2026 - December 2028 |
| Jeff Gaillard | 3 years | January 2026 - December 2028 |
| JR Kettelsen | 3 years | January 2026 - December 2028 |

**Historic Preservation Commission**

| | | |
|---|---|---|
| Jeff Moline | 3 years | January 2026 - December 2028 |
| Jamie Peterson | 3 years | January 2026 - December 2028 |
| Austen Welker | 3 years | January 2026 - December 2028 |

**Historical Museum Advisory Board**

| | | |
|---|---|---|
| Eric Lenderman | 4 years | January 2026 - December 2029 |
| Erika Winter | 4 years | January 2026 - December 2029 |

**Library Board of Trustees**

| | | |
|---|---|---|
| Jeanne Baker | 4 years | January 2026 - December 2029 |
| Laurel Cole | 4 yeaer | January 2026 - December 2029 |

**Local Licensing Authority**

| | | |
|---|---|---|
| John Carlson | 4 years | January 2026 - December 2029 |
| Elizabeth Kaufman | 4 years | January 2026 - December 2029 |

**Open Space Advisory Board**

| | | |
|---|---|---|
| Michiko Christiansen | 3 years | January 2026 - December 2028 |
| Denise Montagu | 3 years | January 2026 - December 2028 |
| Mark Poletti | 3 years | January 2026 - December 2028 |
| Bud Talbot | 3 years | January 2026 - December 2028 |

**Parks and Public Landscaping Advisory Board**

| | | |
|---|---|---|
| Jean Keil | 3 years | January 2026 - December 2028 |
| David Pomeroy | 3 years | January 2026 - December 2028 |
| Kelli Zimmerman | 3 years | January 2026 - December 2028 |

**Planning Commission**

| | | |
|---|---|---|
| David Bangs | 2 years | January 2026 - December 2027 |
| Jonathan Mihaly | 2 years | January 2026 - December 2027 |
| Lisa Ritchie | 6 years | January 2026 - December 2031 |

**Recreation Advisory Board**

| | | |
|---|---|---|
| Michael Knapp | 3 years | January 2026 - December 2028 |
| Carla Rupp | 3 years | January 2026 - December 2028 |

**Revitalization Commission**

| | | |
|---|---|---|
| Barbara Iglesias | 5 years | January 2026 - December 2029 |

**Sustainability Advisory Board**

| | | |
|---|---|---|
| Alex Bentz | 4 years | January 2026 - December 2029 |
| Greg Dimedio | 4 years | January 2026 - December 2029 |
| Eliza Greene | 4 years | January 2026 - December 2029 |

**SUBJECT:** **RESOLUTION NO. 100, SERIES 2025 - A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JACOBS INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY FOR THE CITY'S CONDUIT EXTENSION PROJECT**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER**

**PRESENTED BY:** **DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER**

**SUMMARY:**
Staff requests Council approve a construction contract in the amount of $118,765.00 with Colorado Boring Company for the installation of underground conduit alongside South 104th Street and alongside Empire Road. Currently several sites receive network internet and application access through another site. They are daisy chained one after the other. If one site is lost for any reason all sites behind the one that failed also go down. This work will progress the City towards a redundant fiber loop, increasing resilience to outages. This can be thought of as turning a straight line into a ring so that if one site goes down the others remain working. This underground conduit, over a couple years of construction, provides the path to install fiber optics to complete this ring.

**BACKGROUND / PRIOR DISCUSSIONS:**
Council approved funding for 2024 and 2025-2026 for the purposes of installing underground conduit to establish redundant fiber pathways within the City of Louisville (known as Capital Improvement Project request 52 – Middle Mile Fiber Enhancements, pg. 217 of the 2025-26 Budget). The project anticipates funding of $300,000 spread over three years. The 2024 work came in lower than the budgeted amount, and the remainder was rolled into 2025. This work, paired with the 2026 work, will complete the conduit loop, and staff will work through the 2027-2028 budget process to request funding for installation of fiber and auxiliary connections as needed.

This conduit will work towards completing the ring to connect City Services to the Wastewater Treatment Plant. This conduit will also provide network access to the cemetery where network has been requested for an information kiosk a few times over the years. It also brings the Tech Center lift station onto fiber for additional capabilities beyond the current serial radio communications.

Staff began defining the Request for Proposal (RFP) processes to select an underground boring contractor to install conduit pathway between the City Services complex and Wastewater Treatment Plant. During this process, Staff learned that the City of Lafayette completed an RFP process to select a vendor for the completion of the same type of work

in 2024. Staff contacted Lafayette to discuss their experience working with the vendor that was selected and learn details about the RFP process that was completed.

Staff utilized the findings from the completed City of Lafayette RFP and contacted Colorado Boring Company to establish a scope of work and quote not to exceed $120,000.

**ANALYSIS:**
Section V of the City's Purchasing Policies, Bidding, encourage cooperative purchasing where feasible. In this case, the City of Lafayette had recently completed a competitive bid process for a very similar project. Lafayette received seven responsive proposals. Staff reviewed and found that Jacob's Investments, LLC, DBA Colorado Boring Company, demonstrated exemplary experience completing these projects in Colorado at a very competitive price. Louisville used that information to select a vendor, saving the time and resources associated with what would have been a duplicative bidding process. A summary of the Lafayette bid information is available online in Lafayette's December 17, 2024 council meeting agenda and packet (starting on pg. 54). Additional materials are available upon request.

This construction contract would allow the completion of approximately one half of the remaining proposed underground conduit pathway between the City Services Complex and the Wastewater Treatment Plant, with the remaining work to complete the conduit loop budgeted and anticipated to be completed in 2026.

Once underground conduit is in place between the City Services Complex and Wastewater Treatment Plant, fiber optic cable can be installed between the two sites for redundant fiber optic pathways. Redundant pathways would allow the City network to continue functioning in the event of a fiber cut, conduit damage, or failed network equipment, limiting the outage to a single site.

Currently the city network is missing network pathways, resulting in locations being vulnerable to network, internet, and application outages resulting from any of the above listed risks.

The Information Technology Department has worked closely with the Public Works team throughout this project and is also seeking opportunities for efficiencies, such as pairing with existing work, to enhance the City's fiber capabilities while being strategic with funding and resources. For example, the departments are working alongside existing fiber projects, such as those by Zayo and Intrepid, to reduce the amount of conduit the City needs to install and set the City up to meet future needs. These partnerships result in significant savings to the City.

**2025 COUNCIL WORK PLAN:**
Middle Mile Conduit is not specifically identified in the 2025 work plan; however, it does relate to and support the following work plan items:

1. Core Services – "Building the Foundation" pertaining to reliable technology
2. Safety – "Preparedness" pertaining to enhancing reliable networking and communications for the Police department as well as providing for future expansion of cellular service through potential leasing of City owned fiber optic where no other fiber optic exists.

**FISCAL IMPACT:**
Budgeted?: **Yes**
The 2025 budget currently has $120,221 available for the project, $100,000 originally budgeted in 2025 and $20,221 carried over from 2024. The 2026 budget has an additional $100,000 available to continue this work.

**ALTERNATIVE(S):**
One alternative is to not install the underground conduit pathway and to continue to utilize the City's fiber network as is without redundant pathways. Failing to implement redundant fiber pathways presents risks from power outages, failed hardware, and damage to existing underground fiber and conduit. Without redundant pathways, the City risks potentially isolating as many as seven locations from internet, network, and application access for the duration of the outage until repairs are completed.

A second alternative is to lease dark fiber or wavelength fiber through third party service providers to establish redundant fiber paths. Staff have explored this option in the past and found that the upfront construction costs and monthly recurring costs proposed by several service providers to maintain the same level of service expected from installing City owned fiber to be unreasonable when compared with the construction costs and expected life span of City-owned fiber.

**RECOMMENDATION:**
Staff recommend the City Council approve the contract with Colorado Boring Company, approve spending for an amount not to exceed $120,221, and authorize the Mayor to negotiate and approve such revisions to the Contract as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Contract are not altered.

**ATTACHMENT(S):**

1. Resolution No. 100, Series 2025
2. Construction Contract

**RESOLUTION NO. 100**
**SERIES 2025**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JACOBS INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY**

**WHEREAS,** a Construction Contract has been proposed between the City and Jacobs Investments, LLC d/b/a Colorado Boring Company for the City's Conduit Extension Project (the "Project"); and

**WHEREAS,** by this resolution the City Council desires to approve the Construction Contract and to authorize additional 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 Construction Contract between the City and Jacobs Investments, LLC d/b/a Colorado Boring Company for the Conduit Extension Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

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

PASSED AND ADOPTED this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

**CONSTRUCTION CONTRACT**
**Conduit Extension Project**

This Agreement is made and entered this _____ day of _____, 2025 (the "**Effective Date**") by and between the CITY OF LOUISVILLE ("**City**"), a Colorado home rule municipal corporation, and JACOBS INVESTMENTS, LLC D/B/A COLORADO BORING COMPANY, a Colorado limited liability company (the "**Contractor**").

**THE PARTIES AGREE AS FOLLOWS:**

**1. Scope of Work – Price.** The Contractor agrees to perform for the City all of the work set forth in **Exhibit A** attached hereto and incorporated herein by reference (the "**Work**"). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed **One Hundred and Twenty Thousand Dollars ($120,000.00)**. Unit prices and unit costs for the Work shall not exceed those shown in **Exhibit B**. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

**2. Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as **Exhibit A** and with the following additional documents: Proposed Pathway Map. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

**3. Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville in accordance with the Louisville Municipal Code and shall pay the required fees for such license.

**4. Relationship of Contractor to City.** Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the

best way and in the most expeditious and economical manner consistent with the interests of the City.

**5. Project and Field Manager.** The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Daniel Woolridge. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is Daniel Woolridge. Change orders may only be authorized by the persons listed in Section 17.

**6. Time of Commencement and Completion.** a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, on or before July 31, 2026. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

**7. Price of Work - Payment.** Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. The contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

**8. Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

**9. Observation of All Laws.** It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

**10. Contractor's Responsibility for Work.** Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

**11. Termination of Contractor's Responsibility.** The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

**12. Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

**13. <u>Insurance and Bonds</u>.** a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

(2) Comprehensive General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 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), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor’s owned, hired or non-owned vehicles assigned to or used in performance of the Work. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

c. The policies required above, except for the Workers' Compensation and Employers Liability insurance, shall be endorsed to include the City, and its officers and

employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

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

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due to Contractor.

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

g. If the contract price set forth in Section 1 exceeds $50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

**14. Evidence of Satisfaction of Liens.** Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State

of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S.§ 38-26-101, et seq.

**15. Acceptance of Work.** No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

**16. Guaranty of Work.** Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

**17. Timing of Change Orders.** The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. The Project Manager is authorized to approve any change order which does not increase the price of the Work. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

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

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

**20. Documents.** All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Work are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

**21. No Assignment.** This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

**22. Enforcement; Governing Law.** a. Except as provided in Section 12, in the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

b. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the exclusive jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

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

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

If to the City:
City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
e-mail: dlangley@louisvilleco.gov

If to the Contractor:
Colorado Boring Company
Attn: Lloyd Seaton

3813 Canal Dr
Fort Collins, CO 80524
email: lloyd@coboring.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier, on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

**25. Equal Opportunity Employer.** a. The Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

**26. Independent Contractor.**

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS**

**OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

**27. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, 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 Contractor receiving Work or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

**29. Execution.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By:_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

CONTRACTOR
Jacobs Investments, LLC d/b/a Colorado Boring Company

By: __*Lloyd Seaton*_____

Title: __Manager_____

**EXHIBIT A**
**Scope of Work**

All work is expected to be turnkey and ready for utilization and installation of fiber by third party contractors upon completion.

- Underground bore quantity 1x, 2” Conduit from the approximate beginning and to at least the approximate ending locations as noted below. Any funds not utilized to meet this minimum distance should be used to continue along the proposed pathway until funds are exhausted
    - Approximate starting location – North West Corner of Intersection of Dogwood St and South 104th Street
    - Approximate ending location - the intersection of Empire Rd and Coal Creek Trail.
    - All new conduit will include tracer wire either physically affixed to the conduit or placed within the conduit
    - All new conduit will include mule tape with a rating of at least 1800lb placed within the conduit.
    - Proposed pathway is indicated in Appendix A
- New underground conduit is to intercept existing vaults placed in 2024.
- If upon review of the proposed work, the preferred pathway is on the east side of Empire Road, underground bore quantity 1x, 2” Conduit from the “Large” vault east of Empire Road to a “Small” vault placed near the entrance of the Cemetery on the west side of Empire Road.

- A “small” vault (24”x36”x24”) shall be placed every 500 to 700 feet as topology permits and on each side of any intersection or roadway crossed.
- A “large” vault (30”x48”x24”) will be placed outside the entrance to the Louisville Cemetery allowing for a future splice case location.

- Contractor is responsible for all applicable permits necessary to complete the proposed work
    - To the extent possible, the City agrees to waive any permit fees within its purview
    - Any traffic control plans are the responsibility of the contractor

- Upon completion of work, boring logs and as-builts will be provided to the City

**Appendix A**

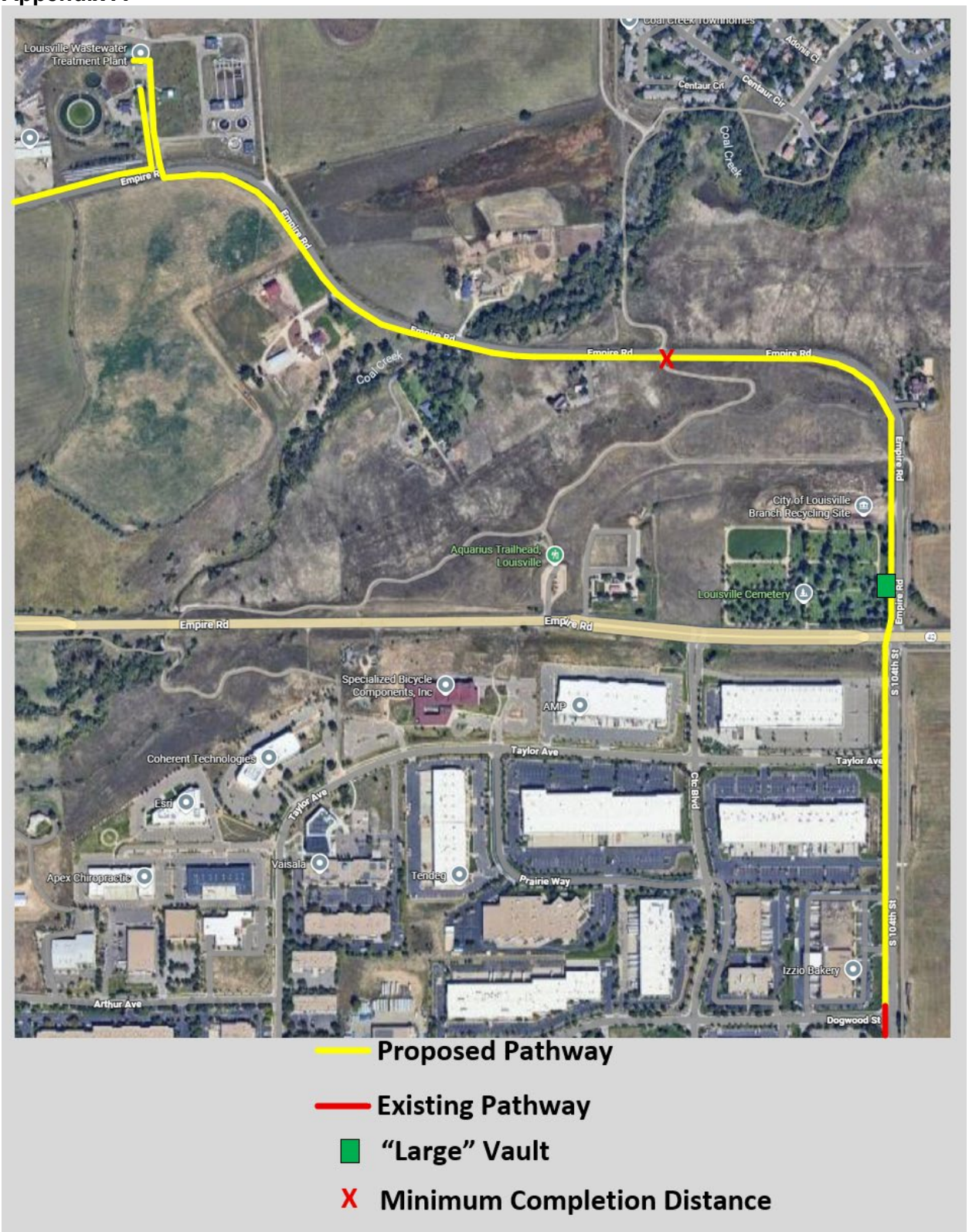

Louisville Wastewater Treatment Plant
Empire Rd
Coal Creek
Centaur Cir
Adonis Ct
Empire Rd
Empire Rd
Empire Rd
City of Louisville Branch Recycling Site
Aquarius Trailhead, Louisville
Louisville Cemetery
Empire Rd
Empire Rd
S 104th St
Specialized Bicycle Components, Inc
AMP
Taylor Ave
Taylor Ave
Coherent Technologies
Esri
Taylor Ave
Cole Blvd
Vaisala
Tendeg
Prairie Way
Apex Chiropractic
Izzio Bakery
S 104th St
Arthur Ave
Dogwood St
Proposed Pathway
Existing Pathway
"Large" Vault
X Minimum Completion Distance

**EXHIBIT B**
**Pricing Information**


**COLORADO BORING CO.**
3813 Canal Dr. Ft. Collins, CO. 80524
970-494-1996 FAX 970-494-4449


| | | | |
|---|---|---|---|
| Company | City of Louisville | Date | 11/4/2025 |
| Address | 749 Main St | PO # | |
| City, State | Louisville CO 80027 | Rep | Lloyd |
| Phone | 303.335.4569 | Contact | Daniel |
| | dwooldridge@louisvilleco.gov | | |

| Qty | Description | | Unit Price | Total |
|---|---|---|---|---|
| 2500 | Directional Bore | LF | $ 18.00 | $ 45,000.00 |
| 10 | Traffic Management | DY | $ 985.00 | $ 9,850.00 |
| 7 | Install Pull Box small | EA | $ 650.00 | $ 4,550.00 |
| 7 | 24x36x24 Pull Box | EA | $ 900.00 | $ 6,300.00 |
| 55 | Pothole Existing Utilities | EA | $ 365.00 | $ 20,075.00 |
| 55 | Restore Potholes | EA | $ 185.00 | $ 10,175.00 |
| 1 | Permit Management | LS | $ 650.00 | $ 650.00 |
| 1 | Traffic Control Plans | LS | $ 600.00 | $ 600.00 |
| 1 | Locate Management | LS | $ 450.00 | $ 450.00 |
| 1 | Mud Control/Disposal | LS | $ 2,200.00 | $ 2,200.00 |
| 1 | Mobilization/set up fee | LS | $ 2,200.00 | $ 2,200.00 |
| 1 | Misc Connectors/Supplies | LS | $ 285.00 | $ 285.00 |
| 25 | Supervisor | HR | $ 125.00 | $ 3,125.00 |
| 2500 | 2" HDPE Conduit | LF | $ 2.00 | $ 5,000.00 |
| 1 | 30x48x24 Pull box | EA | $ 1,850.00 | $ 1,850.00 |
| 1 | Install Pull Box large | EA | $ 900.00 | $ 900.00 |
| 2500 | Furnish/Install Tracer wire | LF | $ 0.85 | $ 2,125.00 |
| 1 | Engineering As Builts | LS | $ 1,500.00 | $ 1,500.00 |
| 1 | Digital bore Logs | LS | $ 1,200.00 | $ 1,200.00 |
| 20 | Flagger/ Traffic | HR | $ 32.00 | $ 640.00 |
| | | | | $ - |
| | | | | $ - |
| | This will get new conduit to north of the | | | $ - |
| | Cemetary | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | Subtotal | $ 118,675.00 |
| | | | Taxes | |
| | | | **Total** | $ 118,675.00 |

| **Job Location** |
|---|
| Dogwood/104th st-Empire Rd/104th st |
| |
| Louisville CO |
| |

**Thank You**

**SUBJECT:** **RESOLUTION NO. 101, SERIES 2025 - A RESOLUTION APPROVING A FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH ETG SYSTEMS, INC.**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER**

**PRESENTED BY:** **DANIEL WOOLDRIDGE, SENIOR NETWORK ENGINEER**

**SUMMARY:**
Staff requests Council approve a first amendment to an Independent Contractor Agreement with ETG Systems, INC for access control system services in the amount of $235,416.27.

This amendment contracts ETG Systems, Inc., to replace and repair access control systems at the Police Department (PD), Art Center, and City Services Complex.

**BACKGROUND / PRIOR DISCUSSIONS:**
The City maintains a complex access control system spread across eight sites with 67 total doors or gates controlled and monitored. This is a crucial component of the City's security systems.

- Access control systems provide a software based, automated solution to granting access to doors, gates, and other physical entry points. These systems usually encompass a central software responsible for control decisions, audit logging, status monitoring, and alerting. Electrified locking hardware and badge readers are typically installed at each controlled physical entry point and managed by the central software.

- Existing controlled doors are split between two different systems. Both systems have had issues as they age and are in need of replacement and standardization across all sites. In addition, the City has grown to need additional capabilities from an access control system to maintain security in a rapidly changing environment.

- The existing system is not widely used across the industry, making finding trained and reliable installers to trouble shoot issues difficult.

The City's existing contract with ETG Systems, Inc. was effective July 16th for access control work related to gates at the Water and Wastewater treatment plants (removed from the scope of this item, see additional information in analysis) for $86.287.09.

**ANALYSIS:**

- Staff reviewed many access control solutions and selected Lenel S2 as the preferred system to replace all access control systems currently in place throughout the City. Additional focus was aimed at replacing wireless and battery powered locks for enhanced reliability, security, and reduced regular maintenance needs.

- Funds to replace, repair, and enhance the access control system were approved by Council for 2025 and 2026, and anticipated across three years from 2025-2027. Capital Improvement Project request 46 – Access Control (pg. 211 of the 2025-26 Budget) anticipates a total of $1,122,000 allocated across three years ($374,000 each year) for capital project costs and contingency.

- A cross-departmental team, including Information Technology, Public Works, and the Police Department continue to collaborate to prioritize the work. The Police Department (PD), Art Center, and City Services Complex were identified as first priorities. Next phases include City Hall, the Recreation and Senior Center (which may be phased), the Library, the Wastewater Treatment Plant and Water Treatment Plants. Once completed, access control will be standardized, making the system easier to maintain, update, and change system providers if needed.

- Staff completed a Request for Proposal (RFP) process in 2025 to identify a vendor to complete work on the access control system at the PD, Art Center, and City Services Complex.

- Initially gates at all three water treatment plants were included in the scope of the project. Overwhelming feedback from participating vendors led staff to remove the three water treatment plant gates and award this work separate from the RFP process. (The water and wastewater treatment plant gates were awarded to ETG Systems, INC separately from the RFP process for the rest of the access control systems.)

- Proposals for the remaining scope of the project received were scored based on a series of criteria published with the RFP by Staff familiar with the project and current access control system needs and challenges. Nine acceptable (complete and met minimum qualifications) proposals were received and scored. (Full RFP materials are available upon request.)

- References were checked for the top four scoring vendors. Once acceptable replies were received from references, the top three top scoring vendors with the best references were invited to attend an in-person interview with Staff from multiple departments affected by scope of the RFP.

- At the conclusion of the in-person interviews, Staff unanimously selected ETG Systems, Inc., as the preferred vendor based on initial score of proposal, feedback from references, feedback from representatives from Lenel (the software Louisville selected for access control), their presentation and level of expertise demonstrated during the interview, as well as rapport built with all attendees.

- Once ETG Systems, Inc., was chosen, negotiations to fit the scope and budget of the project were completed. An amendment to their original contract, to update the water treatment plant gates, was drafted.

**2025 COUNCIL WORK PLAN:**
Access control is not specifically identified in the 2025 work plan; however, it does relate to and support the following work plan items:

1. Core Services – "Building the Foundation and Accessibility/ADA" – pertaining to City facility maintenance and ensuring staff guests can access locations reliably and on time.
2. Safety – "Building the Foundation and Preparedness" – pertaining to enhancing facility security and safety as well as ensuring buildings can be accessed in emergencies.

**FISCAL IMPACT:**
Budgeted?: **Yes**
The 2025 budget for Access Control currently has $257,367.21 available for the project.

The contract amendment includes the following costs totaling $235,416.27.

- Art Center - $23,421.09
- Police Department – $112,560.00
- City Services Complex – $99,435.18

As this is an extremely complex project with many unknowns related to facilities structures and hidden complexities within these structures, change orders may be required but will not exceed the remaining budget for 2025. There is $374,000 budgeted for this in 2026 and staff anticipates the same in 2027, assuming continued Council support. Staff will continue to monitor the project needs and bring adjustments, if necessary, to Council for consideration through the 2027-2028 budget process.

**ALTERNATIVE(S):**
One alternative is to narrow the scope to only critical access doors and return all other doors to keyed access. Staff recognize that this will result in reduced audit capability and

delay securing facilities as well as introduce additional possibility of human error in securing facilities.

A second alternative would be to retain the wireless aspect of many of the locks currently in place. This would significantly reduce the costs associated with installation of cabling to new standardized hardwired locks. This would mean less consistency in access control systems, adding to complexity. In addition, wireless features add points of failure. For example, wireless connections can be disrupted by items in their path (consider a tree growing, or something blocking the line between items), which can require significant staff support to troubleshoot and remedy, as well as recurring maintenance.

**RECOMMENDATION:**
Staff recommend the Council approve the First Amendment to the Independent Contractor Agreement with ETG Systems, Inc., approve spending for an amount not to exceed $257,367.21, and authorize the Mayor to negotiate and approve such revisions to the Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Amendment are not altered.

**ATTACHMENT(S):**
1. Resolution No. 101, Series 2025
2. Signed Independent Contractor Agreement with ETG Systems, Inc., for updating water treatment plant gates.
3. Signed First Amendment to Independent Contractor Agreement with ETG Systems, Inc., expanding the scope of work to include all access control work for 2025 including final scope of work and per site pricing.
4. Proposal Scoring
5. ETG Systems, Inc., proposal
6. ETG Systems, Inc., in-person interview slides

**RESOLUTION NO. 101**
**SERIES 2025**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH ETG SYSTEMS, INC.**

**WHEREAS,** a First Amendment to the Independent Contractor Agreement has been proposed between the City and ETG Systems, Inc. for additional access control system services; and

**WHEREAS,** by this Resolution, the City Council desires to approve such Amendment.

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

**Section 1.** The City Council hereby approves the First Amendment to Independent Contractor Agreement between the City and ETG Systems, Inc., for access control system services (the "Amendment") in substantially the same form as the copy of such Amendment accompanying this Resolution.

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

PASSED AND ADOPTED this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

**INDEPENDENT CONTRACTOR AGREEMENT**
**BY AND BETWEEN THE CITY OF LOUISVILLE**
**AND ETG SYSTEMS, INC.**
**FOR ACCESS CONTROL SYSTEM SERVICES**

## 1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (the "**Agreement**") is made and entered into this 16 day of July, 2025 (the "**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **ETG Systems, Inc.**, a Colorado corporation (the "**Contractor**").

## 2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing access control system installation and maintenance services as further set forth in the Contractor's Scope of Services set forth in Section 3.0 of this Agreement (the "**Services**").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

## 3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

## 4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in **Exhibit A**. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in **Exhibit A**. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("**Pre-Approved Expenses**"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional

backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

**5.0 PROJECT REPRESENTATION**

5.1 The City designates Daniel Woolridge as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Mr. Woolridge and such person's designees.

5.2 The Contractor designates Blaine Gibbons as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Blaine Gibbons, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

**6.0 TERM**

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

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

**7.0 INSURANCE**

7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

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

7.1.2 General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

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

**8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission,

or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## 9.0 QUALITY OF WORK; GUARANTY OF WORK

9.1 Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

9.2 Contractor agrees to guarantee the Services and materials as follows: 1 year warranty on all access control parts and installation and 3 year warranty on the gate operator parts and installation, as further provided in **Exhibit A.** If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by the City, then the Contractor shall, when notified by the City, immediately place such guaranteed work in a condition satisfactory to the City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay the City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

## 10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

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

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

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

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

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

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

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

## 11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

## 12.0 DEFAULT

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

## 13.0 TERMINATION

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

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

## 14.0 INSPECTION AND AUDIT

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

**15.0 DOCUMENTS; CONFIDENTIALITY**

15.1 All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

15.2 Contractor acknowledges that it may receive confidential information from the City in connection with the Services or, as part of the Services, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Services.

**16.0 ENFORCEMENT**

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

16.2 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

**17.0 COMPLIANCE WITH LAWS**

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

17.2 Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the Services, such as barricading and traffic control, in accordance with the requirements of the City.

**18.0 INTEGRATION AND AMENDMENT**

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

**19.0 NOTICES**

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, CO 80027
e-mail: dlangley@louisvilleco.gov

If to the Contractor:

ETG Systems, Inc.
Attn: Blaine Gibbons
2131 S. Jasmine Street
Denver, CO 80222
email: BGibbons@ETGSystems.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

**20.0 EQUAL OPPORTUNITY EMPLOYER**

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law.

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

**21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City

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

**22.0 SUBCONTRACTORS**

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

**23.0 AUTHORITY TO BIND**

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: Diana Langley
Diana Langley, City Manager

Attest: G. Kline
Genny Kline, Interim City Clerk

CONTRACTOR:
ETG Systems, Inc.

Rachel A Slotnick

Digitally signed by Rachel A Slotnick
DN: C=US, E=Rachel@ETGSystems.com, O="ETG Systems, Inc", CN=Rachel A Slotnick
Location: Denver, CO
Reason: I am approving this document
Contact Info: 720-644-9300
Date: 2025.07.15 18:57:10-06'00'

By: Rachel A Slotnick
Title: Director of Administration

**Exhibit A – Scope of Services**

**[See Following Page(s)]**

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9254777**
Date: 6/24/2025

Louisville North Water Treatment Plant
1955 Washington Ave
Louisville, CO 80027 USA

Prepared for: Daniel Wooldridge
Prepared by: D50 Blaine P. Gibbons

## Scope of Work:

Gate Access Control quote for City of Louisville North Water Treatment Plant Gate.

Gate Access Control includes Lenel Elements Software, controller, exterior gate enclosure, dual height pedestal, (1) Grandstream Intercom, (1) BlueDiamond card reader, wireless receiver, keyswitch, Long Range card reader with mounting, 50 Windshield tags, KeyScan receiver, gate operator cabling, installation and programming. , installation and programming. Also included is the installation for intercom supplied by the city (Intercom device not included). We will be reusing existing Point to Point for the gate.

This includes 1 year warranty on all access control parts and installation and 3 year warranty on the gate operator parts and installation.

Excludes:

1. New Point to Point and new wireless buttons (existing to remain)
2. POE switch and power for exterior enclosure (by owner)
3. Trenching (by others)
4. Any device or system not listed above.

| Quantity | Part Number | Description |
|---|---|---|
| **Gate Access Control** | | |
| 1 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). |
| 1 | | Intelligent Single Door Controller; powered by PoE, POE+ or 12 VDC; size 5.5 in. (140 mm) W x 3.63 in. (92 mm) L x 1.33 in. (34 mm) H with bracket |
| 1 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE |
| 1 | | 18x16x10 Polycarbonate Weatherproof Outdoor IP24 NEMA 3R Enclosure, 120 VAC Mount Plate, Mechanical Thermostat Heat and Fan Black |
| 1 | | 25' UHF Long-Range Smart Card Reader |
| 1 | | 433 kHz Long-Range Receiver, 2-Channel, OSDP |
| 1 | ASCN-RDACC-AWLRMT | Mounting Bracket for Long Range Reader |
| 1 | ASCN-RDR-ADPWSUP12VH | 12V-3.3A Power Supply. |
| 50 | ASCN-TGBA-AWUHFWSH902-928MHZADH50PC | UHF Windshield Tag Access Control Badge, 902-928MHz, Adhesive Mount, MOQ 50 pcs |
| 1 | | Wireless RF Receiver |
| 1 | | Power Supply DIN 12/2.1 25 W |
| 1.00 | Special.Item.AC | Gate Operator and parts |
| 1 | | Key Switch, SPDT N.O. and N.C. Momentary |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing |

**Quote**
No.: **9254777**
Date: 6/24/2025

| Quantity | Part Number | Description | |
|---|---|---|---|
| 1 | ASM-CBL-UGDBUR | Direct Burial Undergound Cable, with associated Supports and hardware | |
| **Gate Access Control Subtotal** | | | **$25,655.23** |
| **Estimated Tariffs on Gate Access Control** | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | |
| **Estimated Tariffs on Gate Access Control Subtotal** | | | **$2,224.38** |

**Total:** **$27,879.61**

Prices are firm until 7/24/2025

**Prepared by:** D50 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 6/24/2025

**Accepted by:** _____ **Date:**_____

ETG SYSTEMS, INC.
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9254774**
Date: 6/24/2025

Louisville Waste Water Treatment
1601 Empire Road
Louisville, CO 80027 USA

Prepared for: Daniel Wooldridge (303) 335-4555
Prepared by: Shantel Pettit

## Scope of Work:

Gate Access Control quote for City of Louisville Waste Water Treatment Plant Gate.

Gate Access Control includes Lenel Elements Software, controller, exterior gate enclosure, (2) BlueDiamond card reader, wireless receiver, keyswitch, Long Range card reader with mounting, KeyScan receiver, gate operator cabling, installation and programming. Also included is the installation for intercom supplied by the city (Intercom device not included). We will be reusing existing Point to Point for the gate.

This includes 1 year warranty on all access control parts and installation and 3 year warranty on the gate operator parts and installation.
Excludes:
1. New Point to Point and new wireless buttons (existing to remain)
2. ~~POE switch and power for exterior enclosure (by owner)~~
3. Trenching (by others)
4. Any device or system not listed above.

| Quantity | Part Number | Description |
|---|---|---|
| **Gate Access Control** | | |
| 2 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). |
| 1 | | Intelligent Single Door Controller; powered by PoE, POE+ or 12 VDC; size 5.5 in. (140 mm) W x 3.63 in. (92 mm) L x 1.33 in. (34 mm) H with bracket; |
| 1 | | 25' UHF Long-Range Smart Card Reader |
| 1 | | 433 kHz Long-Range Receiver, 2-Channel, OSDP |
| 2 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE |
| 1 | | 18x16x10 Polycarbonate Weatherproof Outdoor IP24 NEMA 3R Enclosure, 120 VAC Mount Plate, Mechanical Thermostat Heat and Fan Black |
| 1 | ASCN-RDACC-AWLRMT | Mounting Bracket for Long Range Reader |
| 1 | ASCN-RDR-ADPWSUP12VH | 12V-3.3A Power Supply. |
| 1 | | Wireless RF Receiver |
| 1 | | Power Supply DIN 12/2.1 25 W |
| 1.00 | Special.Item.AC | Gate Operator and parts |
| 1 | | Key Switch, SPDT N.O. and N.C. Momentary |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing |
| 1 | ASM-CBL-UGDBUR | Direct Burial Undergound Cable, with associated Supports and hardware |
| **Gate Access Control Subtotal** | | **$25,761.52** |

**Quote**
No.: **9254774**
Date: 6/24/2025

| Quantity | Part Number | Description | |
|---|---|---|---|
| **Estimated Tariffs on Gate Access Control** | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | |
| **Estimated Tariffs on Gate Access Control Subtotal** | | | **$2,266.73** |

**Total:** **$28,028.25**

Prices are firm until 7/24/2025

**Prepared by:** Shantel Pettit, spettit@etgsystems.com **Date:** 6/24/2025

**Accepted by:** _____ **Date:**_____

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9254778**
Date: 6/24/2025

Louisville South Water Treatment Plant
1300 McCaslin Blvd
Louisville, CO 80027 USA

Prepared for: Daniel Wooldridge (303) 335-4555
Prepared by: D50 Blaine P. Gibbons

## Scope of Work:

Gate Access Control quote for City of Louisville South Water Treatment Plant Gate.

Gate Access Control includes Lenel Elements Software, controller, exterior gate enclosure, (1) BlueDiamond card reader, wireless receiver, keyswitch, Long Range card reader with mounting, KeyScan receiver, gate operator cabling, installation and programming. Also included is the installation for intercom supplied by the city (Intercom device not included).. We will be reusing existing Point to Point for the gate.

This includes 1 year warranty on all access control parts and installation and 3 year warranty on the gate operator parts and installation.

Excludes:
1. New Point to Point and new wireless buttons (existing to remain)
2. ~~POE switch, intercom and power for exterior enclosure~~ (by owner)
3. Trenching (by others)
4. Any device or system not listed above.

| Quantity | Part Number | Description |
|---|---|---|
| **Gate Access Control** | | |
| 1 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). |
| 1 | | Intelligent Single Door Controller; powered by PoE, POE+ or 12 VDC; size 5.5 in. (140 mm) W x 3.63 in. (92 mm) L x 1.33 in. (34 mm) H with bracket; |
| 1 | | 433 kHz Long-Range Receiver, 2-Channel, OSDP |
| 1 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE |
| 1 | | 18x16x10 Polycarbonate Weatherproof Outdoor IP24 NEMA 3R Enclosure, 120 VAC Mount Plate, Mechanical Thermostat Heat and Fan Black |
| 1 | | 25' UHF Long-Range Smart Card Reader |
| 1 | ASCN-RDACC-AWLRMT | Mounting Bracket for Long Range Reader |
| 1 | ASCN-RDR-ADPWSUP12VH | 12V-3.3A Power Supply. |
| 1 | | Wireless RF Receiver |
| 1 | | Power Supply DIN 12/2.1 25 W |
| 1.00 | Special.Item.AC | Gate Operator and parts |
| 1 | | Key Switch, SPDT N.O. and N.C. Momentary |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing |
| 1 | ASM-CBL-UGDBUR | Direct Burial Undergound Cable, with associated Supports and hardware |
| **Gate Access Control Subtotal** | | **$25,469.85** |

**Quote**
No.: **9254778**
Date: 6/24/2025

| Quantity | Part Number | Description | |
|---|---|---|---|
| **Estimated Tariffs on Gate Access Control** | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | |
| **Estimated Tariffs on Gate Access Control Subtotal** | | | **$2,224.38** |

**Total:** **$27,694.23**

Prices are firm until 7/24/2025

**Prepared by:** D50 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 6/24/2025

**Accepted by:** _____ **Date:**_____

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9254781**
Date: 6/25/2025

City of Louisville
749 Main St.
Louisville, CO 80027 USA

Prepared for: Daniel Wooldridge
Prepared by: D50 Blaine P. Gibbons

## Scope of Work:

Annual Maintenance and license renewal cost quote for City of Louisville Waste Water Treatment Plant, South Water Treatment Plant and North Water Treatment Plant Gates.

The proposal includes a prepaid box of 40 hours of labor to complete the annual service and maintenance, technical support, and training to staff, either remote or on-site, for the duration of the contract period. Provide system configuration backup services to ensure quick recovery in case of system failure. On-site Support within 48hrs.

Additional work and hardware not covered by maintenance contract to be performed by ETG on a time and material basis unless fixed price is required for construction or other similar projects.

| Quantity | Part Number | Description |
|---|---|---|
| 4 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). |
| 1 | Access Control System Labor | Access Control System Annual Maintenance and Testing |

**Total:** **$2,685.00**

Prices are firm until 7/25/2025

**Prepared by:** D50 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 6/25/2025

**Accepted by:** _____ **Date:** _____

**EXHIBIT B**
**Cybersecurity and Information Technology Performance Standards**

Contractor shall comply with the following Cybersecurity and Information Technology Performance Standards unless otherwise agreed to in writing by the City, through its IT Department:

1. **Cybersecurity and Compliance Standards**

    a. Contractor shall adhere to industry-standard cybersecurity practices, including those related to **PII (Personally Identifiable Information)** protection and **CJIS (Criminal Justice Information Services)** security policies.

    b. Contractor shall consult with the City, through its IT Department, concerning the appropriate levels of security clearance necessary to perform the Services. The IT Department shall be responsible for determining the appropriate security levels for Contractor.

    c. Contractor's employees and subcontractors with access to the City's computer networks shall be required to pass an **annual background check** and undergo **mandatory security training** as necessary to meet CJIS-specific requirements.

    d. Contractor shall implement security best practices, including **encryption, secure authentication methods, network security controls, and system monitoring.** The City may audit these controls and require proof of controls in accordance with Section 14.0 of this Agreement.

2. **Access Control and Authentication.**

    a. All access to City applications and infrastructure must follow **Single Sign-On (SSO)** best practices when they become available.

    b. When it becomes available, the City's **Active Directory (AD)** must be used for authentication and access management. Contractor shall not create or manage accounts directly.

    c. All user accounts must be created and managed exclusively by the City's IT department unless there is written approval from IT otherwise.

    d. Contractor's personnel must use unique, auditable credentials, and shared accounts are prohibited.

    e. Multi-Factor Authentication (MFA) is required for all administrative and privileged access.

3. **System Maintenance and Updates**

    a. Contractor must ensure that all software remains **within one major release**

of the most current available version unless an exception is explicitly approved by the City's IT Department.

b. Contractor must notify the City's IT Department **at least 30 days in advance** of any planned updates, patches, or system changes that may affect performance, security, or compatibility.

**4. Documentation and Knowledge Management**

a. Contractor must provide the City IT Department and designated City representatives with copies **of training materials and application documentation,** including:
    a. Configuration settings and system dependencies
    b. User guides and administrator manuals
    c. API integrations and dependencies
    d. Change management records and version history

**5. Password and Administrator Information Management**

a. All system passwords, encryption keys, and administrative access credentials must be **shared with the City's IT Department** and securely stored according to City policies.

b. Contractor must notify the City **within five (5) business days** if an employee with access to City systems is terminated or leaves their role.

c. If access needs to be revoked, the Contractor must work with the City's IT department to ensure immediate deactivation.

**6. Incident Response and Breach Notification**

a. Contractor must have a defined **Incident Response Plan** and notify the City's IT department **within 24 hours** of any known security incident or suspected data breach.

b. In the event of a security breach, Contractor is responsible for **cooperating fully** with the City in forensic investigations and remediation efforts.

c. Contractor must **retain logs** of system activity related to security and provide these to the City upon request.

**7. Accessibility**

a. All digital content furnished or licensed to the City under the Agreement shall fully comply with §§24-85-101, et seq., C.R.S., or the **Accessibility Standards for Individuals with a Disability** as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

**FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND ETG SYSTEMS, INC. FOR ACCESS CONTROL SYSTEM SERVICES**

This FIRST AMENDMENT is made and entered effective as of the 4 day of November, 2025 by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "**City**") and ETG SYSTEMS, INC., a Colorado corporation (the "**Contractor**").

WHEREAS, the City and Contractor previously entered into an Independent Contractor Agreement dated July 16, 2025 (the "**Original Agreement**") pursuant to which the Contractor agreed to provide access control system services to the City's Water and Wastewater Treatment Plants; and

WHEREAS, the City and Contractor desire to amend the Scope of Services and Pricing in the Original Agreement to include the following additional buildings: the Police Department and Municipal Court; the City Services Building; and the Louisville Center for the Arts.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit A (Scope of Services and Pricing) in the Original Agreement is hereby amended to include access control system services for the following additional buildings: the Police Department and Municipal Court; the City Services Building; and the Louisville Center for the Arts, as set forth in the Exhibit A, attached hereto and incorporated herein by reference.

2. The Original Agreement, as herein amended by this First Amendment, is hereby ratified and confirmed and remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, this First Amendment has been entered into as of the day and year first written above.

CITY OF LOUISVILLE

By:_____
Christopher M. Leh, Mayor

Attest:

_____
Genny Kline, City Clerk

CONTRACTOR:
ETG SYSTEMS, INC.

By:_____
Rachel A. Slotnick, Director of Administration

# Bid Details

## Scope of Work:

Each location's quote includes the first year of the Lenel Element Licenses. Elements software is renewed annually and an estimated increase in pricing annually is around 3%.

All cables and hardware will be labeled using clear labels per RFP requirements and documentation of the labeling will be turned over to City IT staff. Labeling on the devices and cables will match the labeling in the Lenel Elements software. All existing hardware that is to be removed will be disposed of per city standards. We have planned for existing holes in the doors to be covered by metal plates or new hardware were possible to ensure the functionality and aesthetic of the doors.

ETG will also be providing Operation and Maintenance Documents and As-Built Drawing of the updated Access Control system labeling locations for wiring and all devices. We will also schedule training with staff and provide all passwords and other software information requested within 2 weeks of completed training.

**Art Building**

- Access Control System includes Lenel Elements Controller, Keypad Reader, Electrified Lever Set, Door loop, Door Contact, Installation, Cabling, Conduit, and Programming for Basement Controlled Door. Access Control System includes Lenel Elements Controller, Keypad Reader and annual license, Electrified Strike, Installation, Cabling, Conduit, and Programming for Basement Controlled Door.
- New Wireless Keypad Reader, Electrified Panic Bar, Installation, Cabling, and Programming for Front Controlled Door and or a Keypad Card reader depending on what the Preservation Committee would prefer.

**Police Department and Court Building**

- Access Control System includes Lenel Elements Controller and software, Subcontrollers, (1) Large Enclosure for the main IT room in the basement, (1) Small Enclosure for the secondary IT Room in the copy area, Von Duprin Power Supplies for electrified panic bars and lift rental. We will need to set up the larger enclosure in the basement IT room due to the size of the enclosures.
- Court side of building:
    - New Keypad Card Readers, Electrified panic bar and vertical rods, Power Transfer Hinge, Armored Loop, Installation, Cabling, Conduit, and Programming for 1 Controlled Door. (101B/Front Door)
    - New Keypad Card Reader, Electrified panic bar, Lever set, Power Transfer Hinge, Installation, Cabling, and Programming for 3 Controlled Doors. (104A, 161A,174A)
    - New Keypad Card Reader, Installation, Cabling, and Programming for 1 Controlled Elevator Door. (E101)

- Police side of building
    - This can be its own section in the city's instance of Lenel. When we set up the partitioned part of the programming, we can section the Police Department so only police department staff or other staff the city requests can access the system.
    - New Keypad Card Readers, Electrified panic bar and vertical rods, Power Transfer Hinge, Armored Loop, Installation, Cabling, Conduit, and Programming for 1 Controlled Door. (116A/Front Door)
    - New Keypad Card Reader, Electrified panic bar, Lever set, Power Transfer Hinge, Installation, Cabling, and Programming for 2 Controlled Doors.(126B, 126A)
    - New Keypad Card Reader, Electrified Lever set, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door. (138A/Amory Door)
    - New Keypad Card Reader, Electrified Strike, Lever set, Installation, Cabling, and Programming for 3 Controlled Doors. (136A, Basement IT, Basement Evidence)

**City Services Building**

- Access Control System includes Lenel Elements Controller and software, Subcontrollers, Lenel Elements Gateway, (1) Large Enclosure for the main IT room, (1) Small Enclosure for the secondary IT Room, Von Duprin Power Supplies for Electrified Panic Bars and lift rental.
- New Keypad Card Reader, Electrified panic bar, Lever set, Installation, Cabling, and Programming for 1 Controlled Door (Front Door). Intercom Door Station installed by ETG but provided by the city.
- New Keypad Card Reader, Electrified Panic Bars, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door (Breakroom).
- New Keypad Card Reader, Electrified Panic Bar, Armored Loop, Lever set, Installation, Cabling, and Programming for 3 Controlled Doors. (building B)
- New Keypad Card Reader, Armored Door Loop, Installation, Cabling, and Programming for 4 Controlled Doors. (A03, A04, A07, and A08) Existing Panic bars to remain.
- New Keypad Card Reader, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door. (IT Door/A09) Existing lockset to remain.
- New Keypad Card Reader, Electrified Lockset, Power Transfer Hinge, Installation, Cabling, and Programming for 1 Controlled Doors. (Door 136A/A10)
- New Keypad Card Reader, Overhead Door Contact, Installation, Cabling and Programming for 2 Overhead Garage Doors.

** Optional Additional Door on Building B - New Keypad Card Reader, Electrified Panic Bar, Armored Loop, Lever set, Installation, Cabling, and Programming for 1 Controlled Door. (building B door 4)

Exclusions:

1. Intercom Door Station (by owner, installed by ETG)
2. New doors (slab by others)
3. Gate at the City Services Building
4. Subcontracting Elevator company – City to provide
5. Drywall or paint repairs
6. Any device or system not listed above.

## Tariffs:

Due to unpredictability with unforeseen Tariff activity, prices are good for 30 days, however, should tariff adjustments arise, we may need to increase pricing accordingly within the 30 day window. Should this happen, we will contact you immediately. We have included our estimated tariff cost at this time. Thank you for your understanding as we navigate this unpredictable landscape.

## Payment Schedule:

25% deposit on total cost of project. This will cover planning, design, and ordering of materials.
Remaining balance based on work completion at the end of each month.

## Warranty:

Our proposal includes 1 year warranty on installation of all devices and cabling. The hardware we plan to use has a manufacturing warranty as follows that we will honor:

- Lenel Access Control hardware – 3 years
- Lenel BlueDiamond Card Readers – 5 years
- Von Duprin Power Supplies – 3 years
- Von Duprin Electrified Panic Bars – 5 years
- Electrified Strike – 3 years

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9255270**
Date: 10/10/2025

Louisville Art Center
801 Grant Ave
Louisville, CO 80027 USA

Prepared for: Daniel Wooldridge (303) 335-4555
Prepared by: D13 Blaine P. Gibbons

## Scope of Work:

Access Control System for City of Louisville Art Building.

Access Control System includes Lenel Elements Controller and software, (1) Enclosure for the IT Room and (1) Von Duprin Power Supply for electrified panic bar both installed at the pool.

Access Control System includes Lenel Elements Controller, Keypad Reader, Electrified Lever Set, Door loop, Door Contact, Installation, Cabling, Conduit, and Programming for Basement Controlled Door.

New Wireless Keypad Reader, Installation, Cabling, and Programming for Front Controlled Door and or a Keypad Card reader depending on what the Preservation Committee would prefer.

Excludes:
1. POE switch (by owner)
2. Trenching (by others)
3. Any device or system not listed above.

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| **Access Control System** | | | | | |
| 1 | | LSP - 4 DOOR, 24H X 20W X 6.5D IN E4M ENCLOSURE, ACCOMMODATES TWO (2) CONTROLLERS ON REMOVEABLE BACKPLATE, 2A 12VDC SYSTEM POWER AND 2A 24VDC LOCK | EA | $649.33 | $649.33 |
| 1 | | INTELLIGENT DUAL READER CONTROLLER, MP SERIES | EA | $1,848.47 | $1,848.47 |
| 1 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE | EA | $172.67 | $172.67 |
| 2 | | Annual Reader and lock fee (VAR totalreader count is 200 or less) | EA | $120.00 | $240.00 |
| 1.00 | BURG-RECDC-GRI1INDPDTBN | 1" Recessed Door Contact, Steel Door, DPDT, Brown | Eac | $25.00 | $25.00 |
| 1 | | Grade 1 Electric Lock/Unlock (EL/EU) Storeroom,<br>Cylindrical Lock, Rhodes Lever, 12/24VDC, Key in<br>Lever, 6-Pin C Keyway | EA | $817.40 | $817.40 |
| 1 | | EL Power Supply 4A High Inrush 12/24VDC with 4RL Relay Board Used for Auto Operators, 14in H x 12in W x 4in D Enclosure | EA | $1,285.20 | $1,285.20 |
| 1 | | 18in Door Loop Aluminum | EA | $39.05 | $39.05 |
| 1 | ASCN-CONACC-OOPIMRS485 | Panel Interface Module via RS-485 | Eac | $1,996.72 | $1,996.72 |
| 1 | | Networked Wireless Electronic Lock, Cylindrical, Storeroom, Satin Chrome | EA | $3,468.72 | $3,468.72 |

**Quote**
No.: **9255270**
Date: 10/10/2025

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| 10 | | 700 Series 1-Piece Surface Raceway, Steel, White, 10 ft. | EA | $2.77 | $27.70 |
| 1 | ASM-CBL-UGDBUR | Direct Burial Undergound Cable, with associated Supports and hardware | EA | $1,260.00 | $1,260.00 |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing | EA | $10,775.00 | $10,775.00 |
| **Access Control System Subtotal** | | | | | **$22,650.58** |
| **Estimated Tariffs** | | | | | |
| **Estimated Tariffs Subtotal** | | | | | **$770.51** |

**Total:** **$23,421.09**

Prices are firm until 11/9/2025 Terms: Net 15

**Prepared by:** D13 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 10/10/2025

**Accepted by:** _____ **Date:**_____

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9255271**
Date: 10/10/2025

Louisville City Services
739 S 104th St
Louisville, CO 80027 USA

Prepared for:
Prepared by: D13 Blaine P. Gibbons

## Scope of Work:

Access Control quote for City of Louisville City Services Building.

- Access Control System includes Lenel Elements Controller and software, Subcontrollers, Lenel Elements Gateway, (1) Large Enclosure for the main IT room, (1) Small Enclosure for the secondary IT Room, Von Duprin Power Supplies for Electrified Panic Bars and lift rental.
- New Keypad Card Reader, Electrified panic bar, Lever set, Installation, Cabling, and Programming for 1 Controlled Door (Front Door). Intercom Door Station installed by ETG but provided by the city.
- New Keypad Card Reader, Electrified Panic Bars, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door (Breakroom).
- New Keypad Card Reader, Electrified Panic Bar, Armored Loop, Lever set, Installation, Cabling, and Programming for 3 Controlled Doors. (building B)
- New Keypad Card Reader, Armored Door Loop, Installation, Cabling, and Programming for 4 Controlled Doors. (A03, A04, A07, and A08) Existing Panic Bars to remain.
- New Keypad Card Reader, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door. (IT Door/A09) Existing lockset to remain.
- New Keypad Card Reader, Electrified Lockset, Power Transfer Hinge, Installation, Cabling, and Programming for 1 Controlled Doors. (Door 136A/A10)
- New Keypad Card Reader, Overhead Door Contact, Installation, Cabling and Programming for 2 Overhead Garage Doors.

** Optional Additional Door on Building B - New Keypad Card Reader, Electrified Panic Bar, Armored Loop, Lever set, Installation, Cabling, and Programming for 1 Controlled Door. (building B door 4)

Excludes:
1. Any device or system not listed above.

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| **Access Control System** | | | | | |
| 1 | | LSP - 16 DOOR, 30H X 23W X 6.5D IN E6M1 ENCLOSURE, ACCOMMODATES EIGHT (8) CONTROLLERS ON REMOVEABLE BACKPLATE, 12A 12VDC SYSTEM POWER AND 10A 24VDC | EA | $1,669.33 | $1,669.33 |
| 1 | | LSP - 4 DOOR, 24H X 20W X 6.5D IN E4M ENCLOSURE, ACCOMMODATES TWO (2) CONTROLLERS ON REMOVEABLE BACKPLATE, 2A 12VDC SYSTEM POWER AND 2A 24VDC LOCK | EA | $649.33 | $649.33 |
| 2 | | INTELLIGENT DUAL READER CONTROLLER, MP SERIES | EA | $2,174.67 | $4,349.34 |
| 6 | | DUAL READER INTERFACE MODULE (SERIES 3) -SUPPORTS OSDP READERS - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 FORM C RELAYS | EA | $757.33 | $4,543.98 |
| 1 | | SAS ON-PREMISE GATEWAY, VERSION 02; MOUNTING BRACKET INCLUDED | EA | $0.00 | $0.00 |

**Quote**
No.: **9255271**
Date: 10/10/2025

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| 6 | | EL Power Supply 4A High Inrush 12/24VDC with 4RL Relay Board Used for Auto Operators, 14in H x 12in W x 4in D Enclosure | EA | $1,285.20 | $7,711.20 |
| 12 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). | EA | $120.00 | $1,440.00 |
| 12 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE | EA | $209.67 | $2,516.04 |
| 2 | BURG-OHDDC-BS2ING18INCB | Overhead Door Contact, 2in Gap, 4"x2"x0.47" metal contact, 18" cable | Eac | $23.32 | $46.64 |
| 13.00 | Special.Item.AC | Door Hole Covers | EA | $66.67 | $866.71 |
| 12.00 | BURG-RECDC-GRI1INDPDTBN | 1" Recessed Door Contact, Steel Door, DPDT, Brown | Eac | $26.67 | $320.04 |
| 1 | | Grade 1 Storeroom Rhodes Lever, Key in Lever, 6-Pin C Keyway, 2-3/4in Backset, UL, ANSI Strike, Satin Chrome 626, US26D | EA | $556.41 | $556.41 |
| 3 | MECH-TRIM-VDVNL | Vandal pull trim Night Latch | EA | $268.33 | $804.99 |
| 3 | MECH-RIM-VDQELEO | 99 Quiet Latch Retraction  Exit Only Rim Device 36in | Eac | $2,256.13 | $6,768.39 |
| 2 | | KIT - CVR (Concealed Vertical Rods) Exit Device, RX (Request to Exit Switch), 780L-NL-06 Night Latch Lever Trim (Requires 1-1/4in Mortise Cylinder) | EA | $2,417.01 | $4,834.02 |
| 3 | ASCN-PTACC-VN24AWG10WR | Power Transfer, Recessed, 24 VDC, 1A, Sprayed Aluminum, With (10) 24 Gauge Wire | Eac | $318.89 | $956.67 |
| 11 | | 18in Door Loop Aluminum | EA | $37.21 | $409.31 |
| 1.00 | SPC-RNT-EQ | Lifts, Tools or other equipment required to be rented for the project | EA | $437.50 | $437.50 |
| 1 | ASM-CBL-PLENUM | Plenum Cable, with associated Supports and hardware | EA | $7,410.00 | $7,410.00 |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing | EA | $42,950.00 | $42,950.00 |
| **Access Control System Subtotal** | | | | | **$89,239.90** |
| **Estimated Tariffs on Gate Access Control** | | | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | EA | $2,327.44 | $2,327.44 |
| **Estimated Tariffs on Gate Access Control Subtotal** | | | | | **$2,327.44** |
| **Option - Door B04 in Building B** | | | | | |
| 1 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). | EA | $120.00 | $120.00 |
| 1 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE | EA | $209.67 | $209.67 |
| 1 | MECH-TRIM-VDVNL | Vandal pull trim Night Latch | EA | $268.33 | $268.33 |
| 1 | MECH-RIM-VDQELEO | 99 Quiet Latch Retraction  Exit Only Rim Device 36in | Eac | $2,256.13 | $2,256.13 |

**Quote**
No.: **9255271**
Date: 10/10/2025

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | | 18in Door Loop Aluminum | EA | $37.21 | $37.21 |
| 1.00 | BURG-RECDC-GRI1INDPDTBN | 1" Recessed Door Contact, Steel Door, DPDT, Brown | Eac | $26.67 | $26.67 |
| 1 | ASM-CBL-PLENUM | Plenum Cable, with associated Supports and hardware | EA | $1,341.00 | $1,341.00 |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing | EA | $3,350.00 | $3,350.00 |
| **Option - Door B04 in Building B Subtotal** | | | | | **$7,609.01** |
| **Estimated Tariffs for Optional** | | | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | EA | $258.83 | $258.83 |
| **Estimated Tariffs for Optional Subtotal** | | | | | **$258.83** |

**Total:** **$99,435.18**

Prices are firm until 11/9/2025 Terms: Net 30

**Prepared by:** D13 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 10/10/2025

**Accepted by:** _____ **Date:**_____

ETG SYSTEMS, LLC
HIGH VALUE ASSET PROTECTION

2131 S. Jasmine St.
Denver, CO 80222
www.etgsystems.com

Phone: (720) 644-9300
Fax: (720) 876-2004
info@etgsystems.com

**Quote**
No.: **9254889**
Date: 7/23/2025

Louisville Police Department
992 W Via Appia Way
Louisville, CO 80027 USA

Prepared for:
Prepared by: D13 Blaine P. Gibbons

## Scope of Work:

Access Control quote for City of Louisville Police and Courts Building.

- Access Control System includes Lenel Elements Controller and Software, Subcontrollers, (1) Large Enclosure for the main IT room in the basement, (1) Small Enclosure for the secondary IT Room in the copy area, Von Duprin Power Supplies for electrified panic bars and lift rental. We will need to set up the larger enclosure in the basement IT room due to the size of the enclosures.

Court side of building:
- New Keypad Card Readers, Electrified panic bar and vertical rods, Power Transfer Hinge, Armored Loop, Installation, Cabling, Conduit, and Programming for 1 Controlled Door. (101B/Front Door)
- New Keypad Card Reader, Electrified panic bar, Lever set, Power Transfer Hinge, Installation, Cabling, and Programming for 3 Controlled Doors. (104A, 161A,174A)
- New Keypad Card Reader, Installation, Cabling, and Programming for 1 Controlled Elevator Door. (E101)

Police side of building
-This can be its own section in the city's instance of Lenel. When we set up the partitioned part of the programming, we can section the Police Department so only police department staff or other staff the city requests can access the system.
- New Keypad Card Readers, Electrified panic bar and vertical rods, Power Transfer Hinge, Armored Loop, Installation, Cabling, Conduit, and Programming for 1 Controlled Door. (116A/Front Door)
- New Keypad Card Reader, Electrified panic bar, Lever set, Power Transfer Hinge, Installation, Cabling, and Programming for 2 Controlled Doors.(126B, 126A)
- New Keypad Card Reader, Electrified Lever set, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door. (138A/Armory Door)
- New Keypad Card Reader, Electrified Strike, Lever set, Installation, Cabling, and Programming for 3 Controlled Doors. (136A, Basement IT, Basement Evidence)

Excludes:
1. Any device or system not listed above.

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| **Access Control System** | | | | | |
| 1 | | LSP - 16 DOOR, 30H X 23W X 6.5D IN E6M1 ENCLOSURE, ACCOMMODATES EIGHT (8) CONTROLLERS ON REMOVEABLE BACKPLATE, 12A 12VDC SYSTEM POWER AND 10A 24VDC | EA | $1,669.33 | $1,669.33 |
| 1 | | LSP - 4 DOOR, 24H X 20W X 6.5D IN E4M ENCLOSURE, ACCOMMODATES TWO (2) CONTROLLERS ON REMOVEABLE BACKPLATE, 2A 12VDC SYSTEM POWER AND 2A 24VDC LOCK | EA | $649.33 | $649.33 |
| 2 | | INTELLIGENT DUAL READER CONTROLLER, MP SERIES | EA | $2,174.67 | $4,349.34 |
| 6 | | DUAL READER INTERFACE MODULE (SERIES 3) -SUPPORTS OSDP READERS - 12/24 VDC; 2 READER INTERFACE; W/M; 8 INPUTS; 6 FORM C RELAYS | EA | $757.33 | $4,543.98 |

**Quote No.: 9254889**
Date: 7/23/2025

| Quantity | Part Number | Description | UOM | Unit Price | Total |
|---|---|---|---|---|---|
| 5 | | EL Power Supply 4A High Inrush 12/24VDC with 4RL Relay Board Used for Auto Operators, 14in H x 12in W x 4in D Enclosure | EA | $963.91 | $4,819.55 |
| 1 | | SAS ON-PREMISE GATEWAY, VERSION 02; MOUNTING BRACKET INCLUDED | EA | $0.00 | $0.00 |
| 12 | | ANNUAL READER AND LOCK FEE (VAR TOTAL READER COUNT IS 200 OR LESS). | EA | $120.00 | $1,440.00 |
| 12 | | BLUEDIAMOND - MOBILE READY, MULTI-TECH US SINGLE GANG - MULTI-TECH, BLUETOOTH LOW ENERGY FOR LENEL BLUEDIAMOND MOBILE SMARTPHONE CREDENTIAL, MIFARE | EA | $209.67 | $2,516.04 |
| 11.00 | Special.Item.AC | Door Hole Covers | EA | $66.67 | $733.37 |
| 1 | | Grade 1 Storeroom Rhodes Lever, Key in Lever, 6-Pin C Keyway, 2-3/4in Backset, UL, ANSI Strike, Satin Chrome 626, US26D | EA | $556.41 | $556.41 |
| 4 | | KIT - CVR (Concealed Vertical Rods) Exit Device, RX (Request to Exit Switch), 780L-NL-06 Night Latch Lever Trim (Requires 1-1/4in Mortise Cylinder) | EA | $2,417.01 | $9,668.04 |
| 6 | ASCN-PTACC-VN24AWG10WR | Power Transfer, Recessed, 24 VDC, 1A, Sprayed Aluminum, With (10) 24 Gauge Wire | Eac | $317.56 | $1,905.36 |
| 4 | | 18in Door Loop Aluminum | EA | $39.05 | $156.20 |
| 3.00 | | Electric Strike | EA | $453.37 | $1,360.11 |
| 5 | | 75 Series Narrow Stile QEL (Quiet Electric Latch Retraction), SVR (Surface Vertical Rod) Exit Device, 360L-06 Lever Trim | EA | $3,554.77 | $17,773.85 |
| 8 | MECH-TRIM-VDVNL | Vandal pull trim Night Latch | EA | $268.33 | $2,146.64 |
| 1.00 | SPC-RNT-EQ | Lifts, Tools or other equipment required to be rented for the project | EA | $437.50 | $437.50 |
| 1 | ASM-CBL-PLENUM | Plenum Cable, with associated Supports and hardware | EA | $8,873.00 | $8,873.00 |
| 1 | Access Control System Labor | Access Control System Installation, Programming, Testing | EA | $45,050.00 | $45,050.00 |
| **Access Control System Subtotal** | | | | | **$108,648.05** |
| **Estimated Tariffs on Gate Access Control** | | | | | |
| 1.00 | Special.Item.AC | Estimated Tariffs | EA | $3,911.95 | $3,911.95 |
| **Estimated Tariffs on Gate Access Control Subtotal** | | | | | **$3,911.95** |

**Total: $112,560.00**

Prices are firm until 11/10/2025 Terms: Net 30

**Prepared by:** D13 Blaine P. Gibbons, BGibbons@ETGSystems.com **Date:** 7/23/2025

**Accepted by:** _____ **Date:**_____

City of Louisville

| PROPOSAL SCORING | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Initial Scoring and Placement | | | Initial Score Plus References | | Final Score Post Interview | |
| Vendor | First Round | Placement | References Messaged | Second Round | Placement | Final Scoring | Placement |
| Beacon Communications | 52 | First Alternate | YES 3x - 2 returned, 1 undeliverable | 56.6 | First Alternate | | |
| Dynamic Controls | 48 | | | | | | |
| ETG Systems | 61.3 | 2 | YES 3x - 3 returned | 70.3 | 2 | 83.4 | 1 |
| Everon | 37.9 | | | | | | |
| Johnson Controls | 41.3 | | | | | | |
| Mears | 64 | 1 | YES 3x - 1 returned | 70.8 | 1 | 76.8 | 2 |
| Paladin | 43.7 | | | | | | |
| Securitas | 19.6 | | | | | | |
| Stone | 52 | 3 | YES 3x - 1 returned | 58 | 3 | 59.1 | 3 |

*Scoring Elements Included: Proposed staff and relevant experience, references, completeness of proposal, dee proposal, and perceieved ability to meet the City's reqruiements including security standards.*

ETG SYSTEMS, INC
HIGH VALUE ASSET PROTECTION

City of Louisville
COLORADO • SINCE 1878

# CITY OF LOUISVILLE ACCESS CONTROL SYSTEM AND EQUIPMENT

2131 S JASMINE ST
DENVER, CO 80222
WWW.ETGSYSTEMS.COM
Main (720) 644-9300
Fax (720) 876-2004
24hr (844) ETG-SERVICE

ETG SYSTEMS, INC
HIGH VALUE ASSET PROTECTION

ETG System, Inc.
2131 S Jasmine St.
Denver, CO 80222
Blaine Gibbons
Director of Denver Security
bgibbons@etgsystems.com
Rachel Slotnick
Director of Administration
rachel@etgsystems.com

ETG Systems, Inc. is a leading local provider of low voltage systems since 2005, specializing in customized Access Control, Surveillance, Intrusion, and Fire Systems, as well as electrical services. Although our company is relatively small, we are able to tackle new projects fully from start to finish in-house, including the design and engineering, structured cabling, and systems installation, programming and training. Our team of dedicated technicians, office, and field personnel, as well as manufacturers and vendors, have (and continue to) provided successful installations and ongoing service for many customers across Colorado and Wyoming.

Our company Mission Statement is *Doing Right By Our Customers*. We enjoy assisting our clients in identifying problems and evaluating solutions, working within a budget, and providing the one-stop service solution they need. We specialize in integrations and "out-of-the-box" solutions to meet the ever-challenging demands of the security industry, working with our clients' in-house teams and other contractors, whether this is with IT, Maintenance, Security, or Dispatch. With clients across Colorado and Wyoming, we offer remote as well as on-site services to more quickly and effectively troubleshoot problems.

Over 60% of our customers are in State Government, Local Government and Education, from public K-12 school districts to secondary school campuses. With this experience, we have extensive knowledge about the requirements, schedules, budgetary constraints, life safety and security protocols that exist; we are able to draw from this experience to help you navigate the road ahead of installing a new cloud Lenel Access Control System. ETG Systems aims to partner alongside our government and education customers, looking to provide valued services, and going above and beyond our scope in order to ensure the safety and security of staff and students.

For this project, our plan is to work with city staff to export data from the existing system to program and prepare and set up the new Lenel Elements system. Our team will ensure both the old and new access control systems will continue operating at the same time to ensure a seamless transition as the city phases the old access control system out. We plan to leverage our knowledge and our close relationship with Lenel to set up the new access control to the city's specification. Once the new system is up and running ETG will be able to handle any ongoing maintenance and expansion of the system as the city sees fit.

Between our diverse systems knowledge and experience, mission statement, and experience in state and local government, we believe that ETG Systems, Inc is the right company to help you with your Access Control and Gate needs. Thank you for the opportunity, and we look forward to working with you!

# 6.2 – Experience, Technical Competence & Reference

**Who We Are**

ETG Systems is a leading local provider of low voltage systems since 2005, specializing in customized Access Control, Surveillance, Video Monitoring, Intrusion, Fire Alarm and Fire Suppression Systems, as well as commercial door hardware, structured cabling and electrical services. Although our company is considered a Small Business Enterprise (SBE), our team of dedicated technicians, office, and field personnel, as well as manufacturers and vendors, have provided successful installations and ongoing service for many customers across Colorado and Wyoming.

We have extensive experience with Access Control, Intrusion Alarm, Surveillance, and Fire Alarm Systems with local and state governments, as well as large school districts over the course of our 20 years in business. With 60% of our customers in the K-12, local and state government sphere in Colorado, we know and understand that local government and school district are different than a large commercial or private business. We are accustomed to working within unique schedules and budgetary constraints, as well as other safety and security expectations that many others do not acknowledge. ETG Systems aims to partner with our public sector customers, looking to provide value added feedback and services, and going above and beyond our scope in order to ensure the safety and security of staff and students.

**Our Teams**

Our Company is committed to providing excellent customer service, focused on our customers' needs and solving security problems. We are able to tackle new projects fully from start to finish in-house, including the design and engineering, structured cabling, door hardware and locksmithing, and systems installation, programming and training; this enables us to provide the best price, best service, and clearest means of communication throughout our projects.

The Design and Engineering Team at ETG Systems is dedicated to maintaining client standards throughout the contract, for all projects large and small. Starting a new project with the system selection, our manufacturer relations allow us to present multiple solutions to meet your needs. Whether you are looking for a fully wireless and cloud-based system, on-premise and hard-wired, or a hybrid model, we aim to work with our clients to find the solution that will work best for them. Utilizing the latest AutoCAD applications, we generate all installation drawings in-house and pride ourselves in attention to detail for each and every project. Our engineering experience and project management skills allow us to perform highly strategic project coordination for various customers, ranging from sensitive Intrusion Detection systems and upgrades in telecom datacenters, to multi-facility Access Control system upgrades without impact to personnel, to Video Surveillance implementation while maintaining 100% dispatch capabilities.

ETG Systems' Field Operations Team consists of highly skilled technicians and project leaders, committed to customer service. All of our technicians have a broad range of knowledge across our systems, allowing maximum flexibility to serve your needs. Our technicians are certified in many categories by various vendors and manufacturers including Lenel's various systems. In addition, as a Colorado Electrical Contractor (license 7588), ETG is able to successfully perform many projects in Colorado and Wyoming without requiring additional support. We carry all the licensing required for each project we offer our services, making sure that our installations meet all NFPA, NEC, IBC, ANSI, BICSI, ADA and EIA/TIA standards.

**Why Choose ETG Systems?**

Specializing in integrations and "out-of-the-box" solutions to meet the ever-challenging demands of the security industry, ETG Systems believes in steady growth and maintaining long-term customer relationships; this is proven by our length of time in business, and customer retention and satisfaction. Our success in providing custom tailored solutions is evidenced by initiating and driving key integrations for customers, maintaining involvement with the engineering, design, testing and successful roll-out of these integrations. Our manufacturer relations and research and development teams are consistently investigating and testing the latest technologies, beta testing in-house, and then bringing this knowledge to assist our customers with specific concerns and best-practice solutions.

ETG Systems is committed to pairing the right solution for the right client, assuaging pain-points and functioning as an extension of the client. We enjoy assisting our clients in identifying problems and evaluating solutions, working within a budget, and providing the one-stop service solution they need. We are able to work and communicate effectively with our client's in-house teams and other contractors, whether this is with IT, Maintenance, Security, or Dispatch. With clients across Colorado and Wyoming, we offer remote as well as on-site services to more quickly and effectively troubleshoot problems.

Our experience over the last 20 years with local and state governments has made us particularly adept at handling this project. We have worked with Colorado State Patrol, the Colorado State Capital, as well as various Airforce bases in Colorado and Wyoming on their security projects and inspections. These projects have given us insight into navigating complex regulatory environments, managing diverse team member's needs, and understanding the intricacies of intergovernmental relations when completing projects. Our team will work with city staff to ensure all permitting and documentation that is needed is supplied as quickly as possible to ensure the timeline of the project is not affected. In addition, we are familiar with state and local buildings, electrical and fire codes are feel confident working alongside the city to make sure all codes are maintained.

With offices in Cheyenne, Steamboat Springs, Durango and Denver, our technicians and staff are never far away in times of need. We can respond to critical situations within minutes. Having local technicians and employees also allows us to better understand location specific situations and problems. With a local presence, the district can rest easy knowing that taxpayer dollars are being injected into the local economy providing local jobs and tax revenue.

## 6.2 – References

ETG Systems has been working with Lenel closely over the last year to assist their existing clients on the projects that are running into issues. We have been a Lenel dealer for a year and we have several technicians trained in the various Lenel systems. Below the project that are currently in progress using Lenel Access Control system:

**Pagosa Ruby Sisson Library: Pagosa, CO** – New Lenel Elements Access Control system to be installed over Winter 2025 – Summer 2026.

**Yampa Valley Airport: Hayden, CO –** Existing Lenel Netbox Access Control system that we have been asked to assist in expanding and maintaining. We currently have an SLA in place with them for 2025-2026 to assist with their access control system and we are working on their ongoing expansion projects as their main Security Contractor.

**CommonSpirit Mercy Hospital: Durango, CO-** Existing Lenel OnGuard Access Control system that we have been asked to assist in expanding and maintaining. We currently have an SLA in place with them for 2025-2026 to assist with their access control and surveillance systems and we are working with them to expand their system.

**San Luis Valley Health: Alamosa, CO -** Existing Lenel OnGuard Access Control system that we have been asked to assist in expanding and maintaining. We are working with them on creating an SLA to continue assisting them with their access control and surveillance systems.

**Carbon County: Rawlins, CO -** Existing Lenel Magic Monitor system that we have been asked to assist in expanding and maintaining. We are currently working with them on updating their systems to work in the way the police department and sheriff's office need.

ETG Systems works with many kinds of access control systems, and we train our technicians on how an access control system works overall rather than just on the software controlling the hardware. This allows them to be able to jump into any kind of access control system and troubleshoot the hardware and understand how the system is supposed to work.

Below are our references for projects with similar scopes to what the City of Louisville is looking to complete:

**Southern Ute Indian Tribe**: Martin Charley, Network Supervisor, Southern Ute Shared Services.
Address 14929 Highway 172, Ignacio, CO 81137; Office (970) 563-2491; Mobile (970) 442-1176

ETG Systems has provided project installation, service and support for the governmental branch of the Southern Ute Indian Tribe for many years. Systems installed and serviced throughout the campus include: Surveillance, Access Control (DNA Fusion), Intrusion Detection, Duress, and mechanical door hardware. The Tribe's high standards have been met with successful on-time deployments, including the Cultural Center and Museum built in 2010. We have since installed many more systems in various campus facilities, including the main office buildings, tribal chambers, justice center, shipping and receiving, educational facilities, health clinics and fitness centers. The systems are fully integrated, providing countless automated processes, common event logging, command and control from a single interface, expeditious event investigations and case management, streamlined dispatch operations and many other benefits. This enables the Tribe to utilize the systems without additional personnel, training, and multiple departments.

Most Recent Project: Southern Ute Indian Academy : Gate Upgrade, completed February 2022. This project involved the replacement of a gate operator, as well as replacing the access control equipment at the gate. Project Manager: Mihai Simon. Project Superintendent: Blaine Gibbons. (2022, Final Value: $24,833.67)

Southern Ute Cultural Center and Museum : Surveillance System Upgrade, anticipated completion end of April 2022, This project will involve the replacement and addition of Avigilon surveillance cameras. Project Manager: Mihai Simon. Project Superintendent: Tyler McGrady. (2022, Final Value: $49,346)

**City of Steamboat Springs - City Hall and Fire Station**: Eric Friese, Facilities Manager
Address: 115 10th Street, Steamboat Springs, CO 80487; Office (970) 871-8246

ETG Systems has been working with the City of Steamboat Springs over the last year to design and install new security systems in the new City Hall and Fire Station opened in 2025. ETG has been a leading resource throughout the project, assisting the city with their desired security systems (access control as Feenics), as well as designing and implementing a network that spans multiple buildings. Additionally, service agreements are in place for continued maintenance and testing of the installed systems. Project Manager: Rachel Slotnick. Project Superintendent: Ray Meyer. (2024, Final Value: $494,570)

**Colorado State Patrol**: William Kulp, Operations Manager, Executive Security Unit
Address 1341 Sherman St, Denver, CO 80203; Office (303) 912-3962

ETG Systems has been working with the Colorado State Patrol over the past 3 years to upgrade the duress systems at select city, county, and state government buildings in Downtown Denver. ETG has been a leading resource throughout the project, assisting the Colorado State Patrol with their desired phased approach for this wireless system, as well as designing and implementing a network that spans multiple buildings. Additionally, service agreements are in place for continued maintenance and testing of the installed systems. Project Manager: Blaine Gibbons. Project Superintendent: Tyler McGrady (Annual Maintenance 2024, Final Value: $36,437)

**Littleton Public School District**: Robert Spinuzza, Director of Security & Emergency Planning
Address: 5776 S. Crocker St., Littleton, CO 80120; Office (303) 347-3426

ETG Systems upgraded the existing DNA Fusion access control, surveillance and video entry systems for seven schools throughout Littleton Public Schools in 2022-2023. The installation for these schools included upgrade design of their security vestibule by ETG, installation of upgrades to 14 doors of access control, 7 new CCTV cameras, upgrading 7 Lockdown Buttons, and installing 7 new Video Entry Stations. ETG continues to provide services to Littleton Public Schools and other school districts throughout Colorado for all security services. Project Manager: Rachel Slotnick. Project Superintendent: Blaine Gibbons. Project Foreman: Tyler McGrady. (2023, Final Value: $192,523)

**Aurora Public Schools**: Chris Camp, Project Manager – Design and Construction
Address: 1369 Airport Blvd, Aurora, CO 80011; Office (303)326-2115 Ext. 28683

ETG Systems has a history of success with Aurora Public Schools that spans 12+ years. As a prime contractor for many access control, intrusion detection, and surveillance needs of the Aurora Public Schools, we are extremely familiar with metropolitan school district policies, history, on-going concerns and long-term goals. ETG Systems is committed to the goal and mission of the district and will continue to be a strategic long-term partner in protecting their high value assets – the students and staff of Aurora Public Schools. Specific projects showcasing our work in the district include: Montview (2019, Final value: $88,000) and Virginia Court (2021, Final Value: $79,220) Elementary, and East Middle School (2022, Final Value: $155,625) Remodels; district-wide Intrusion System Panel upgrades (2019-2020, Final Value: $265,000); Vista Peak Exploratory (2020, Final Value $25,750) and Mosley P-8 (2021, Final Value $46,500) Surveillance upgrades; and numerous additional additions and changes to the districts systems. Project Managers: Rachel Slotnick & Blaine Gibbons. Project Superintendents: Tyler McGrady & Ray Meyer. Project Foremen: Mathew Burkley & Kevin Castilleja.

We are currently working on these projects that use these other access control systems than listed above that show the diversity of the systems our technicians can work with:

**La Plata Durango Airport –** La Plata Airport has been working on an expansion project over the last few years. We are currently working on the phase 2 expansion of their Avigilon Access Control and Surveillance systems including installation and programming of all devices.

**USPS Boise P&DC Remodel -**USPS Boise P&DC is working on upgrading their current Vanderbilt Access Control System and Surveillance systems as well as other building upgrades. The upgrades began in 2024 and we have been onsite working to complete programming and installation to bring their system up to code.

Further known projects ETG has completed include: Surveillance System takeovers for the Cities of Louisville (2018) and Lafayette (2021), CO, as well as the State of Colorado North Campus (2021); and Access Control System upgrades for Ouray (2021), and Denver Public School Districts (2019-present), among others.

## APPENDIX 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 Yes

RELATIONSHIP EXISTS (Please explain relationship)

_____

_

_____

_

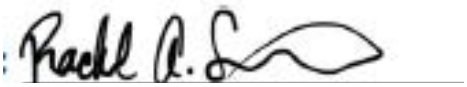
I CERTIFY THAT:

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.

Rachel Slotnick _____ Director of Administration _____

Printed or Typed Name Title



_____

Signature

## 6.4– Bid Details

## Scope of Work:

Each location's quote includes the first year of the Lenel Element Licenses. Elements software is renewed annually and an estimated increase in pricing annually is around 3%.

All cables and hardware will be labeled using clear labels per RFP requirements and documentation of the labeling will be turned over to City IT staff. Labeling on the devices and cables will match the labeling in the Lenel Elements software. All existing hardware that is to be removed will be disposed of per city standards. We have planned for existing holes in the doors to be covered by metal plates or new hardware were possible to ensure the functionality and aesthetic of the doors.

ETG will also be providing Operation and Maintenance Documents and As-Built Drawing of the updated Access Control system labeling locations for wiring and all devices. We will also schedule training with staff and provide all passwords and other software information requested within 2 weeks of completed training.

**Art Building**

- Access Control System includes Lenel Elements Controller and software, (1) Enclosure for the IT Room and (1) Von Duprin Power Supply for electrified panic bar both installed at the pool.
- Access Control System includes Lenel Elements Controller, Keypad Reader and annual license, Electrified Strike, Installation, Cabling, Conduit, and Programming for Basement Controlled Door.
- New Wireless Keypad Reader, Electrified Panic Bar, Installation, Cabling, and Programming for Front Controlled Door and or a Keypad Card reader depending on what the Preservation Committee would prefer.

**Police Department and Court Building**

- Access Control System includes Lenel Elements Controller and software, Subcontrollers, (1) Large Enclosure for the main IT room in the basement, (1) Small Enclosure for the secondary IT Room in the copy area, Von Duprin Power Supplies for electrified panic bars and lift rental. We will need to set up the larger enclosure in the basement IT room due to the size of the enclosures.
- Court side of building:
    - New Keypad Card Readers, Electrified panic bar and vertical rods, Installation, Cabling, Conduit, and Programming for 1 Controlled Door. (Front Door)
    - New Kaypad Card Reader, Electrified panic bar, Lever set, Installation, Cabling, and Programming for 4 Controlled Doors.
    - New Kaypad Card Reader, Installation, Cabling, and Programming for 2 Controlled Elevator Door.
- Police side of building
    - This can be its own section in the city's instance of Lenel. When we set up the partitioned part of the programming, we can section the Police Department so only police department staff or other staff the city requests can access the system.

- New Keypad Card Readers, Electrified panic bar and vertical rods, Installation, Cabling, Conduit, and Programming for 7 Controlled Door.
- New Kaypad Card Reader, Electrified Strike, Lever set, Installation, Cabling, and Programming for 2 Controlled Doors. (Equipment Room and Amory Door)
- (2) New Kaypad Card Reader, Electrified Strike, Lever set, Installation, Cabling, and Programming for 1 Controlled Door (Sally Port).

**City Services Building**

- First year of Milestone Integration for (50) Cameras.
- Access Control System includes Lenel Elements Controller and software, Subcontrollers, Lenel Elements Gateway, (1) Large Enclosure for the main IT room, (1) Small Enclosure for the secondary IT Room, Von Duprin Power Supplies for Electrified Panic Bars and lift rental.
- New Keypad Card Reader, Electrified panic bar, Lever set, Installation, Cabling, and Programming for 1 Controlled Door (Front Door). Intercom Door Station installed by ETG but provided by the city.
- New Keypad Card Reader, Electrified Panic Bars, Armored Loop, Installation, Cabling, and Programming for 1 Controlled Door (Breakroom).
- New Keypad Card Reader, Electrified Panic Bar, Armored Loop, Lever set, Installation, Cabling, and Programming for 10 Controlled Doors.

Exclusions:

1. Intercom Door Station (by owner, installed by ETG)
2. New doors (slab by others)
3. Gate at the City Services Building
4. Any device or system not listed above.

## Tariffs:

Due to unpredictability with unforeseen Tariff activity, prices are good for 30 days, however, should tariff adjustments arise, we may need to increase pricing accordingly within the 30 day window. Should this happen, we will contact you immediately. We have included our estimated tariff cost at this time. Thank you for your understanding as we navigate this unpredictable landscape.

## Warranty:

Our proposal includes 1 year warranty on installation of all devices and cabling. The hardware we plan to use has a manufacturing warranty as follows that we will honor:

- Lenel Access Control hardware – 3 years
- Lenel BlueDiamond Card Readers – 5 years
- Von Duprin Power Supplies – 3 years
- Von Duprin Electrified Panic Bars – 5 years
- Electrified Strike – 3 years

# Rough Installation Schedule:

Phase 1: Planning and Design (Weeks 1-6)

- Site Survey, Scheduling and Design
  - Conduct a site survey to identify wiring pathways, device locations, and potential challenges.
  - Design the access control system architecture, including hardware components (readers, controllers, locks), software platform, and network infrastructure.
  - Work with city staff to gain permits required
  - Create a more concrete schedule with city staff
  - Deliverable: Detailed system design documents, including floor plans, wiring diagrams, equipment specifications and schedule.

Phase 2: Pre-programming, Parts Procurement (Weeks 6-8)

- Order and Receive Equipment
  - Place orders for access control hardware, software licenses, and any necessary accessories.
  - Receive and inspect the equipment upon arrival.
  - Deliverable: All necessary access control equipment on hand.
- Pre-programming
  - Work with city staff to export relevant information from existing access control system to begin pre-programming and setting up new access control instance.
  - Configure the access control system software, including defining access levels, user permissions, schedules, and reporting options.
  - Deliverable: Lenel Elements Instance.

Phase 3: Installation and Configuration (Weeks 8 - 12)

- Hardware Installation
  - Install access control readers, door strikes, sensors, and other hardware components at designated locations.
  - Run and connect necessary wiring and cabling.
  - Deliverable: All access control hardware physically installed.
- System Configuration
  - Integrate the access control system with other security platforms, such as video surveillance or alarm systems, if required.
  - Deliverable: Access control system software fully configured and integrated.

Phase 4: Testing and Ongoing Maintenance (Weeks 12 onwards)

- User Onboarding and Training
  - Create user accounts and issue access credentials (e.g., key cards, mobile credentials).
  - Train users on how to use their access credentials and the access control system.
  - Train system administrators on managing the access control system.
  - Deliverable: Users and administrators trained on system operation.
- System Testing
  - Test the functionality of all access points, including card readers, locks, and sensors.
  - Verify that access levels and permissions are functioning correctly.
  - Conduct scenario testing to ensure the system handles various situations as expected.
  - Deliverable: Access control system fully tested and confirmed to be functioning correctly.

- Ongoing: System Monitoring and Maintenance
  - Continuously monitor the system for any issues or potential security breaches.
  - Perform regular maintenance, including software updates, hardware inspections, and troubleshooting.
  - Conduct periodic audits to verify system effectiveness and compliance with policies.
  - Review and update access control policies and procedures as needed.
  - Deliverable: A secure and well-maintained access control system.

Important Notes:

- This timeline is a generalization and may need to be adjusted based on city staff schedule and other factors

We sincerely thank you for the opportunity to work with the City of Louisville on the installation of your new Access Control system. It has been a pleasure to support your town in enhancing its security infrastructure, and we're confident that the solution implemented will provide long-term reliability, visibility, and peace of mind. We appreciate your collaboration throughout the project and look forward to continuing our relationship, whether through ongoing support or future enhancements. Thank you.

City of Louisville
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ETG SYSTEMS, INC
HIGH VALUE ASSET PROTECTION

# City of Louisville RFP
# Access Control System and Equipment

City of Louisville
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ETG SYSTEMS, INC
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# Overview

- Our Team
- References
- General project information
- Art Building
- City Services
- Police Department and Court Building
- Timeline
- Warranty, SLA, Response Time, & Rates
- Community

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ETG SYSTEMS, INC
HIGH VALUE ASSET PROTECTION

# ETG Partners

- Mihai Simon: President of ETG Systems
- Rachel Slotnick: Design engineer
- Blaine Gibbons: Department manager of security systems
- Kevin Castilleja: Project manager and field lead
- Mat Burkley: Project manager and programmer
- Tes Eminetu: LenelS2 representative regional sales manager

City of Louisville
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# Notable Projects

Steamboat Springs School District RE-2 Anchoring the Future
Littleton Public Schools
Aurora Public Schools
Front Range Community College
Denver Public Schools
Fort Lewis College
State Patrol Colorado
United States Postal Service
Official Seal of Carbon County, WY
Seal of the Southern Ute Indian Tribe Ignacio Colo.
La Plata County Colorado
ACCOUNTABILITY · INTEGRITY · RESPECT
Forest Service US Department of Agriculture
CommonSpirit Mercy Hospital
flyDurango
Fly Steamboat Yampa Valley Regional Airport est. 1966
Yampa Valley Medical Center Steamboat Springs, CO

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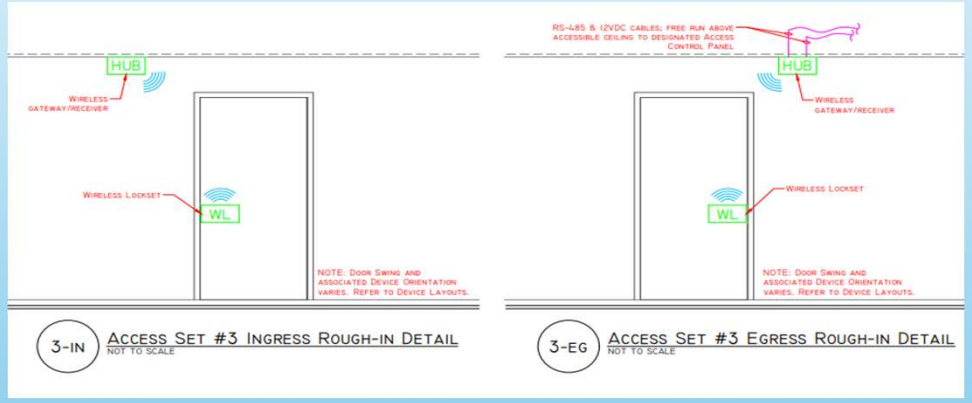
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# General

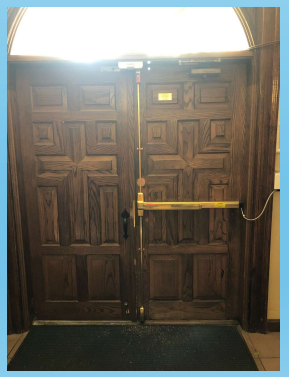
- ✓ All doors will communicate with Lenel Elements cloud-based software.
- ✓ All doors will be installed as fail secure unless specified.
- ✓ Wireless locks will not be used except for the Art Building.
- ✓ Existing hardware not being used will be disposed of appropriately.
- ✓ All mounting holes from old equipment will be filled, covered, or sealed.
- ✓ Labeling plan is in accordance with City of Louisville RFP request, see section 2 (page 5) and section 4 (page 7).
- ✓ All Continental/NAPCO hardware will be replaced with Mercury hardware by Lenel.
- ✓ All network equipment will be configured in an offline state ensuring proper security protocols. ETG uses managed password protection, all of our data is stored on prem and cloud with restricted access.
- ✓ Milestone licenses (50) are included in our proposal and ETG will be able to assist with any future integrations between LenelS2 Elements and Milestone VMS.
- ✓ Electrified panic bars will be used as locks in every application where possible. Alternate locks will be used on a case-by-case basis, please see proposal.

# Art Building

- Lenel Elements Controller.
- Licenses.
- All cabling.
- Enclosures.
- 1x power supply for lock.
- 1x door w/ BlueDiamond card reader and all peripheral hardware for said door.
- 1x wireless electronic lock. This will end up being a custom application to make sure the lock will integrate with Lenel  Elements and meet the requirements of a historical building (noninvasive install).





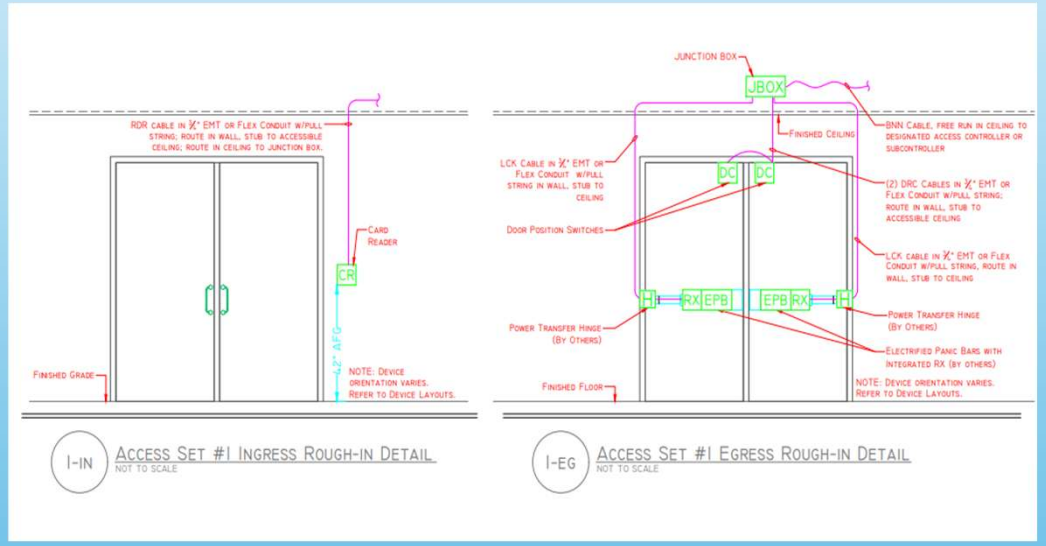



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# City Services

- 2x Lenel Elements Controller.
- 6x sub-controllers.
- Licenses.
- All cabling.
- Enclosures.
- 6x power supplies for locks.
- 13x door w/ BlueDiamond card reader and all peripheral hardware for said door.
- 13x electronic locks, mostly panic bars.

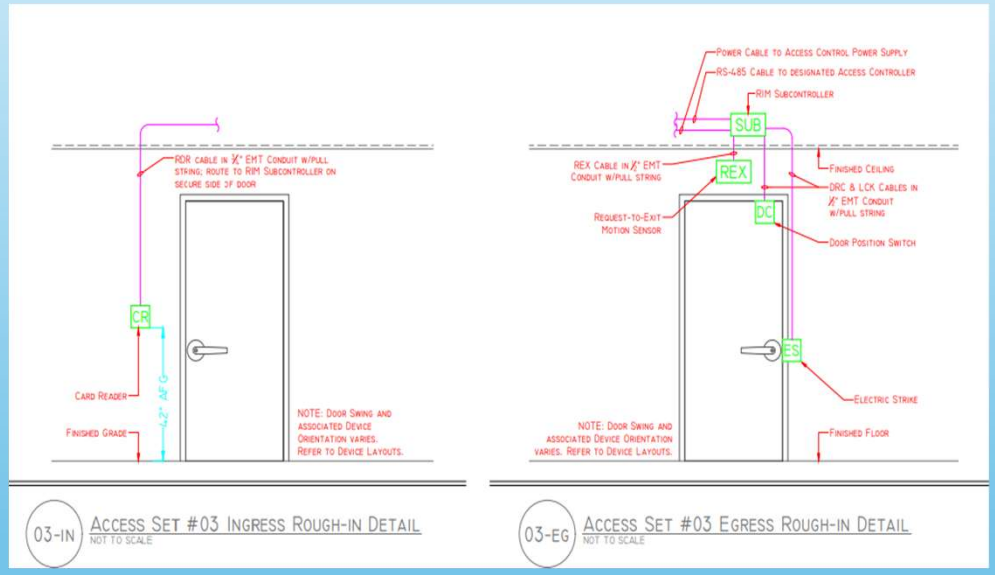


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# Police Department and Court Building

- 2x Lenel Elements Controllers.
- 8x sub-controllers
- Licenses.
- All cabling.
- Enclosures.
- 5x power supplies for locks.
- 18x doors w/ BlueDiamond card reader and all peripheral hardware for said door. One door is and in & out door that require 2 card readers for a total of 19 card readers.
- 18x electronic locks, consisting mostly of strikes



# Timeline

- Phase 1: Planning & Design – weeks1-6
  - Site Surveys
  - Coordination with city staff
  - Request Permits
  - Detailed system design, device floor plans (background CAD files provided by client), wire diagrams, equipment, specifications and schedule
- Phase 2: Pre-programming & Procurement – weeks 6-8
  - Order and receive equipment
  - Setting IP address of all devices
  - Coordinating with city staff to build a rough draft of access levels, user permissions, reports, schedules and partitioning of instance as needed
- Phase 3: Installation & Configuration – weeks 8-12
  - Run wire, label, terminate wire at both head end and device end
  - Installation of devices
  - Build doors in programing and refine phase 2 programming as we associate doors
- Phase 4: Test & Maintenance – weeks 12 onwards
  - Test full system to include variables, scenarios, time schedules, and general operation
  - Onboarding of users and training of staff
  - Contius support from ETG Systems and LenelS2

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# Warranty, SLA, Response Time, & Rates

- ETG warranties all devices, cabling, and labor for 1 year.
- Lenel access control hardware, Von Duprin power supplies, and electrified strikes are all warrantied for 3 years.
- Lenel BlueDiamond card readers and Von Duprin panic bars are warrantied for 5 years.

- ETG typical has a 2-to-3-hour response time depending on time of day/evening and if it's a holiday or weekend. Our rates are noted in our proposal (rates listed in notes).

- Our SLAs are typically a per paid block of labor hours (at a discounted rate) that can be used as you see fit. If needed, will sit down with you and build a specific plan.

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# Community

- ETG Systems is partnered with Blue Star Recyclers. They ensure that all demoed equipment is disposed of appropriately and ethically.
- We also donate scrap metal to the local scrap companies.
- We have team members who are ambassador for the Denver Chamber of Commerce. She volunteers with their programs supporting small businesses and other programs through the Camber.
- IFMA Communications Committee. We assist with their event planning and fundraisers, as well as other out reach projects.
- Assisted in the building of “A Precious Child” mother and baby room.

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# QUESTIONS?

**SUBJECT:** **RESOLUTION NO. 102, SERIES 2025 – A RESOLUTION MODIFYING AND INCREASING INCENTIVES UTILIZING THE HISTORIC PRESERVATION FUND**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **JESS DANIELS, AICP, SENIOR PLANNER**

**PRESENTED BY:** **JESS DANIELS, AICP, SENIOR PLANNER**

**SUMMARY:**
Attached for consideration is a resolution updating the Historic Preservation Fund (HPF) grant incentive program as recommended by the Historic Preservation Commission (HPC).

**BACKGROUND / PRIOR DISCUSSIONS:**
The HPF was established in 2008. The purpose of the fund is to incentivize landmarking in the City by offering matching grants for eligible preservation, restoration, and rehabilitation work. The HPF is not intended to pay for all costs but support the financial viability of historic preservation projects. A 1/8% sales tax funds the HPF, which will sunset on December 31, 2028, unless extended.

The last comprehensive update to the HPF was in 2019 (Resolution No 17, Series 2019). A key project in the 2024/2025 HPC Work Plan is providing a recommendation to Council to update the HPF grant program to better reflect costs and improve predictability and management of the fund for the City and applicants.

Prior HPC communications include:

- (No link available) January 2024: HPC retreat discussion on program goals and challenges
- LINK: May 20, 2024 HPC Communication – preliminary program change concepts
- LINK: August 18, 2025, HPC Communication – inflation and cost analysis; proposed approach
- LINK: October 20, 2025 HPC Communication – refinement based on HPC feedback and presentation of draft resolution
- LINK: November 17, 2025 HPC Communication - final direction on proposed program updates and motion for Council to consider Resolution No. XX, Series 2025 with a recommendation of approval.

**ANALYSIS:**
The following are high level context and methodology that informed the proposed grant program update:

Historic Preservation Fund Performance (2019–2025)
HPF revenues average approximately $1 million annually, with the current unencumbered balance around $3.5M. Utilization varies, with some years showing low activity and others showing high demand. Extraordinary circumstance requests have increased, indicating that existing grant limits no longer align with market conditions. Stakeholder feedback indicated a lack of awareness about the program, indicating a need for community outreach to promote awareness of the HPF program and fund to support the City's historic preservation goals.

Inflation Analysis and Methodology for Calculating Grant Increase Amounts
To determine a methodology for increasing grant limits, staff analyzed multiple construction cost indices for inflation, selecting the Building Cost Index (BCI) which is most relative to historic structures and had the highest rate of inflation between 2019-2025 (5% annually). Staff added 5% to base amounts for all current grant categories (exempting Historic Structure Assessments (HSAs), which were updated in 2024) and proposed additional incentive increment options of 5%, 10%, 15%, 20%. The HPC selected 10% in additional incentives to best reflect rising costs and local market conditions, better incentivize landmarking, and be consistent with prior grant award amounts.

Residential and Commercial Cost Trends
Adjusted for inflation (5%), residential project costs from 2019–2025 averaged $251,000 (ten examples). Commercial projects vary widely, with landmark projects averaging $1.4 million (two examples). Other recent commercial project costs averaged $2.9 million (two examples) that did not landmark, but may have been eligible to landmark. This range demonstrates the difficulty in estimating commercial project costs due to variables in building size, condition, and economic intent.

Current Amounts and Extraordinary Circumstances
Under the current program, residential property owners can be eligible for up to $40,000 plus $15,000 for New Construction in matching funds, and commercial property owners can be eligible for up to $150,000 plus $75,000 for New Construction in matching funds. Extraordinary circumstances provide additional opportunities for funds. Extraordinary circumstances is currently broadly defined, discretionary, and has no financial limitations other than what is available in the HPF. Average residential grants awarded by the HPC with extraordinary circumstances were $107,900 between 2019-2025 (ten examples). The HPC requested more clarity for the extraordinary circumstances definition to assist in determining grant awards fairly and equitably in the grant program update.

Equity and Income Considerations
Incorporating income and equity considerations into the update is a priority of the HPC. Resident and architect interviews also expressed a need for equity considerations in future updates.

**PROPOSED PROGRAM UPDATES (Resolution No. 102, Series 2025)**
The following summarizes proposed changes to the grant program as recommended by the HPC, presented in Resolution No. 102, Series 2025 (Attachment No. 1):

1. Grant Type Changes and New Tiered Grant Structure

Maintain existing base grant categories, with the following additions/changes:

a) New structural sub-grant category for residential properties that require extra stabilization and foundation work;
b) New maximum cap on extraordinary circumstance requests;
c) Amend definition for extraordinary circumstances, focused on the preservation of historic materials that without the fund would be replaced by new materials;
d) New exceptional circumstances category for properties that meet all of the following criteria: exceptional architectural or social history significance, uniqueness within Louisville, available HPF funds, and demonstration of a gap in funding; and
e) New tiered organization for user-friendliness and clarity.

2. Updated Grant Limits

Increase grant amounts by adding 5% inflation plus a 10% incentive, compounded annually since 2019 and calculated through to 2026 (Table 1 and Table 2):

**Table 1: Proposed Matching Residential Grant Amounts**

| Type | Proposed Amount | Existing Amount | Increase |
|---|---|---|---|
| Residential Landmark Incentive | **$7,700** | *$5,000* | *$2,700* |
| **Tier 1** | | | |
| Residential | **$63,000** | *$40,000* | *$23,000* |
| Additional Structural Sub-Grant | **$20,000** | *$0* | *$20,000* |
| New Construction | **$23,000** | *$15,000* | *$8,000* |
| *(Tier 1 Subtotal)* | ***$106,000*** | *$55,000* | *$51,000* |

| | | | |
|---|---|---|---|
| **Tier 2** | | | |
| Extraordinary Circumstances Cap | **$22,300** | No limits | *N/A*<br><br>**Potentially less $ due to new cap* |
| *(Tier 1 + 2 Subtotal)* | ***$128,300*** | *N/A* | *N/A* |
| **Tier 3** | | | |
| Exceptional Circumstances | Unlimited (pending criteria met) | *N/A* | *N/A* |
| ***Total Grant Funds Available Per Residential Property**** | ***$136,000 (plus unlimited exceptional circumstances under Tier 3)*** | *$60,000 (plus unlimited extraordinary circumstances)* | *$53,700 (plus Tier 2 and Tier 3)* |

*Total includes landmark incentive

| **Table 2: Proposed Matching Commercial Grant Amounts** | | | |
|---|---|---|---|
| **Type** | **Proposed Amount** | **Existing Amount** | **Increase** |
| Commercial Landmark Incentive | **$77,000** | *$50,000* | *$27,000* |
| **Tier 1** | | | |
| Commercial | **$232,000** | $150,000 | $82,000 |
| New Commercial Construction | **$111,000** | $75,000 | $36,000 |
| *Tier 1 Subtotal:* | ***$343,000*** | *$225,000* | *$118,000* |

| | | | |
|---|---|---|---|
| **Tier 2** | | | |
| Extraordinary Circumstances Cap | **$80,000** | No limits | *N/A*<br><br>**Potentially less $ due to new cap* |
| *Tier 1 + 2 Subtotal:* | ***$423,000*** | *N/A* | *N/A* |
| **Tier 3** | | | |
| Exceptional Circumstances (Match) | **Unlimited (pending criteria met)** | *N/A* | *N/A* |
| **Total Grant Funds Available per Commercial Property*** | **$500,000** ***(plus unlimited exceptional circumstances under Tier 3)*** | *$275,000 (plus unlimited extraordinary circumstances)* | *$145,000 (plus Tier 2 and Tier 3)* |
| **OR** | | | |
| Conservation Easement | **$77,000** | *$50,000* | *$27, 000* |

*Total includes landmark incentive

*3. Revolving Loan Program*

No changes to the loan program, which is generally working well. Engagement results indicated that some users were not aware of the loan component of the program, which staff plan to address in future community outreach.

*4. Income Considerations*

Adding income related criteria supporting residential grant and loan requests for households earning 120% or below the Area Median Income (AMI). This aligns with the City's recently adopted Housing Plan (2024) recommendations to provide relief for households in this income range. Property owners seeking to access grant funds for general maintenance would need to meet this income qualification. Income qualified applicants may also seek a cash match waiver of up to 50% of the existing matching requirement.

*5. Contingency/Emergency Reserve*

Establish the Contingency/Emergency Reserve Fund for the Historic Preservation Fund (HPF) to twenty-five percent (25%) of annual 1/8% sales and use tax revenue to automatically set the reserve without having to take formal action on an annual basis.

*6. Timeframe*

No change to the current timeframe to receive grant applications after landmarking (36 months) and for property owners to request grant reimbursements for approved funds (60 months) to remain consistent with the intent of the overall program, which is to incentivize landmarking.

7. General Program Administration Improvements
    a. Staff to provide courtesy reminders on the second anniversary date of landmarked properties regarding grant request deadlines;
    b. Clarified extension rules;
    c. Clearer direction for older landmarked properties;
    d. Timeline extension request process can only be for work not started or completed; and
    e. Requests under previous resolutions will be referred to the full commission for consideration at a public meeting.

*8. Equity Considerations*

The proposed increased upper limits are intended to reflect more accurate costs, and caps on extraordinary circumstances are intended to also address equity considerations in the maximum total disbursement of funds per property. The income qualifier will make the program more accessible to property owners, including long term Louisville property owners that may have household incomes below 120% AMI.

**2025 COUNCIL WORK PLAN:**

This item is not part of the 2025 Council Work Plan.

**FISCAL IMPACT:**

Budgeted?: **Not Applicable**

There is no direct fiscal impact to adoption of Resolution No. 102, Series 2025. The current unencumbered balance is around $2.1M, with HPF revenues averaging approximately $1 million annually.

**ALTERNATIVES:**

1. Adopt the resolution with no amendments
2. Adopt the resolution with amendments
3. Direct staff to revise components and bring back for further consideration
4. Decline to adopt (maintain 2019 framework)

**RECOMMENDATION:**
Staff recommend that City Council approve Resolution No. 102, Series 2025, updating the Historic Preservation Fund program. Upon approval, staff will prepare communication materials and conduct community outreach in early–mid 2026.

**ATTACHMENT:**
1. Resolution No. 102, Series 2025

**RESOLUTION NO. 102**
**SERIES 2025**

**A RESOLUTION MODIFYING AND INCREASING INCENTIVES UTILIZING THE HISTORIC PRESERVATION FUND**

**WHEREAS**, historic properties and buildings of character in the City of Louisville (the "City") are major contributors to the character and quality of life of our City; and

**WHEREAS**, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties; and

**WHEREAS**, when properties are locally landmarked, they are preserved for future posterity and enjoyment and continue to contribute to the unique character of the City; and

**WHEREAS**, at the November 4, 2008 election, the voters approved Ballot Issue 2A to levy a one-eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville through December 31, 2018; and

**WHEREAS**, at the November 2, 2010 election, the voters approved Ballot Issue 2D to levy a permanent use tax of 3.50%, which superseded the City's then-current use tax, of which one-eighth of one percent (1/8%) of the use tax was dedicated to historic preservation purposes consistent with Ballot Issue 2A; and

**WHEREAS**, at the November 7, 2017 election, the voters approved Ballot Issue 2F, which extended the expiration date of the temporary sales tax of one-eighth of one percent for historic preservation from December 31, 2018 to December 31, 2028; and

**WHEREAS**, by Ordinance No. 1544, Series 2008, and Ordinance No. 1743, Series 2017, the City Council imposed the tax approved by the voters, established the Historic Preservation Fund ("HPF"), and codified the financial incentives set forth within Ballot Issues 2A (2008), 2D (2010), and 2F (2017); and

**WHEREAS,** Resolution No. 20, Series 2009, Resolution No. 20, Series 2010, Resolution No. 2, Series 2012, and Resolution No. 2, Series 2014, the City Council adopted provisions related to the administration and uses of the HPF and established grant programs and incentives to assist property owners in the rehabilitation and restoration of historic properties and new buildings of character; and

**WHEREAS,** by Resolution No. 4, Series 2014, and Resolution No. 21, Series 2016, the City Council established a revolving loan program within the HPF to encourage landmark designations and rehabilitation of historic properties in the City of Louisville; and

**WHEREAS,** by Resolution No. 17, Series 2019, the City Council combined all previously adopted incentives into a single resolution and increased certain incentives; and

**WHEREAS,** by Resolution No. 25, Series 2025, the amounts available for Historic Structure Assessment (HSA) grants were increased from $4,000 to $7,500 for residential properties and from $9,000 to $10,000 for commercial properties; and

**WHEREAS**, a core value of the City's Comprehensive Plan is promotion and preservation of the City's history and cultural heritage, particularly the City's mining and agricultural past; and

**WHEREAS**, increasing incentives for historic preservations will promote and strengthen another core value of the City's Comprehensive Plan, which is to promote unique commercial areas and distinctive neighborhoods, recognizing the diversity of commercial areas and neighborhoods by establishing customized policy and tools to ensure that each maintains its individual character, economic vitality, and livable structures; and

**WHEREAS**, the City Council desires to increase the maximum amounts of certain Historic Preservation incentives to best serve the City's core values, as set forth herein.

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

**Section 1. Historic Preservation Fund.**

There exists a Historic Preservation Fund ("HPF") in the City of Louisville, as established by Ordinance 1544, 2008 and amended by Ordinance 1743, 2017.

a. The HPF shall be funded by:

i. Proceeds from the 1/8% sales tax established by 2008 Louisville Ballot Issue 2A and Ordinance 1544, Series 2008 and extended by Louisville Ballot Issue 2F and Ordinance 1743, Series 2017;

ii. Proceeds from the allocation of 1/8% use tax for historic preservation, as established by Louisville Ballot Issue 2D and Ordinance 1575, Series 2010;

iii. Private and public donations, bequests, grants and funding from other sources made to the City for historic preservation purposes;

iv. Interfund loans from the City of Louisville; if approved by ordinance; and

v. Earnings on such amounts as may be deposited in the HPF.

b. The City of Louisville Historic Preservation Commission (the "Commission") shall make recommendations regarding expenditures from the HPF, but final action shall be taken by City Council by resolution, provided that after January 1, 2019, any expenditure of funds outside historic Old Town Louisville is approved by the affirmative vote of not less than five members of the entire City Council. The HPF should be managed to achieve maximum preservation of historic structures and the character of historic Louisville.

c. The Commission shall annually submit to the City Council an annual workplan and may supplement, modify, or update this document throughout the year as necessary.

d. As further detailed in the Sections below, the uses of the HPF shall be consistent with the following funds or purposes:

i. Administrative Funds;

ii. Contingency/Emergency Reserve Funds;

iii. Sales and Use Tax Proceeds to Support the Operations and Maintenance of the Louisville Museum Campus;

iv. Acquisitions Funds; and

v. Incentives for Historic Preservation, to Preserve Character, and for New Construction, including grants and loans.

**Section 2. Administrative Funds.**

Administrative Funds shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to:

a. Historical building surveys, other site surveys or reconnaissance-level or intensive-level historic and architectural surveys;

b. Staff to support the Commission and City activities in administering programs funded by the tax, including, but not limited to, interns, preservation planners, staff to conduct research for demolition review functions by the Commission and to assist vendors in conducting historic preservation surveys, and other support staff;

c. Plaques or other designations to honor structures that are landmarked or add to the character of historic Louisville;

d. Public outreach and education efforts; and

e. Funding of public-private partnerships for preservation of buildings of historic significance.

**Section 3. Contingency/Emergency Reserve Funds.**

On an annual basis twenty-five percent (25%) of the previous year's 1/8% sales tax revenue shall be set as the Contingency/Emergency Reserve. These funds shall be accessed only for incentives or acquisitions that become necessary due to exigent circumstances, upon the recommendation of the Commission and approval of City Council. "Exigent circumstances" for purposes of this section shall mean that the Commission has determined, with concurrence of City Council, that without urgent action, significant damage will be done to the historic fabric or character of Louisville.

**Section 4. Operation and Maintenance for the Louisville Museum Campus.**

Each year no more than twenty percent (20%) of the net annual City fiscal year proceeds of the one-eighth percent sales and use tax for historic preservation shall be transferred from the HPF to the City's General Fund to be used for the operation and maintenance of the Louisville Museum Campus.

**Section 5. Acquisitions Funds.**

Use of Acquisition funds of the HPF shall include, but not be limited to:

a. The purchase of historic properties or properties which contribute to the historic character of Louisville. These properties, if eligible, shall be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code and if not eligible, shall have a conservation easement placed upon them to preserve the outside appearance of the structure or other historical attributes of the structure or site. Prior to the purchase of any property, the City Council shall consider the financial risk, but the City Council may base its approval on considerations other than financial. The City may perform any restoration or rehabilitation work necessary on properties the City acquires, subject to availability of funds therefore, and may then sell the properties unless retained for a municipal purpose. A conservation easement for historic preservation purposes may be placed on the property prior to or in connection with any sale. Any loss and any costs resulting from the acquisition, rehabilitation and sale of the property shall be charged to the HPF, while any profits shall be deposited to the HPF; and

b. The purchase of conservation easements to protect the appearance of structures that contribute to the character of historic Louisville. Easements funded by the City may be held solely by the City or jointly with another governmental entity or a third-party non-profit preservation organization.

**Section 6. Grant program to conduct Historic Structure Assessments (HSAs) of eligible structures.**

Prior to any structure being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or the establishment of a conservation easement, or approval of grants for preserving, restoring, rehabilitating, or protecting a landmark property, the property will undergo a historic structure assessment (HSA) to develop a preservation plan to establish priorities for the maintenance of the property.

a. At a regular meeting, the Commission shall review the building history, application, and other relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking under the criteria in § 15.36.050 of the Louisville Municipal Code. If probable cause is not found by the Commission, an HSA grant will not be issued. If probable cause is found by the Commission, the owner of the property shall be eligible for a Historic Structure Assessment (HSA) grant in an amount up to $7,500 for residential properties and $10,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the HSA. A finding of probable cause is solely for purposes of action on the HSA grant request and does not guarantee any outcome at subsequent hearings by the Commission or City Council.

b. The maximum grant amounts may be increased up to $10,000 for residential properties and $15,000 for commercial properties upon a demonstration by the applicant that the additional grant amount is needed due to extraordinary circumstances relating to building size, condition, architectural details, or other unique conditions compared to similar Louisville properties.

c. All grants are approved subject to the City's HSA process. The HSA shall be conducted by qualified consultants that are approved by the City prior to commencing the assessment. The primary consultant must be an architect licensed in the State of Colorado, and unless waived by the Historic Preservation Commission for good cause, a structural engineer licensed in the State of Colorado must contribute to all pertinent parts of the assessment. Qualified consultants in other specialty areas, such as mechanical and electrical systems, should be utilized as needed for a thorough and complete assessment. The primary consultant must have significant experience in the field of historic preservation and must be familiar with and able to apply The Secretary of the Interior's Standards for the Treatment of Historic Properties.

d. The City shall establish minimum standards and scopes of work for assessments and make such available to the consultants prior to commencing the assessment. The City shall be provided with a copy of any completed assessment for which grant funds are awarded and verify that the assessment meets the established standards and follows the scope of work prior to providing reimbursement of the grant funds awarded.

e. An exception to the requirement for an HSA prior to landmarking or the establishment of a conservation easement may be granted by the Commission for good cause.

**Section 7. Qualifying Work for Grant and Loan Programs.**

Grants and loans may be approved for any of the following categories of work; however, grant funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

a. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.

b. **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.

c. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

d. **Maintenance** is the act or process of maintaining or preserving the form, features, and characters of a property as existing at the time of the work to maintain its historic character and condition. Approved work is limited to exterior work.

**Section 8. Grants for preserving, restoring, rehabilitating, or protecting landmarked property.**

a. For a period of 36 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or from the establishment of a conservation easement, the owner of the property may be eligible for a grant from the HPF in the amount set forth in Table 1 for residential structures and Table 2 for commercial structures.

b. The landmarking bonus is an unmatched incentive grant. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. Except for applicants whose household income is at or below 120% Area Median Income (“AMI”), as calculated by the United States Department of Housing and Urban Development (“HUD”) (“Income Qualified Applicants”) who have applied for grant funds to perform maintenance, the remaining grants shall be conditioned based on the applicant matching at least one hundred percent (100%) of the amount of

the grant with expenditures or an equivalent value of approved in-kind services for approved work based on the completed HSA and deemed eligible for a grant from the HPF. Income Qualified Applicants will not be required to provide matching funds or approved in-kind services for maintenance work. Eligible work will fall under the preservation, rehabilitation, or restoration, and maintenance for Income Qualified Applicants, categories as described above.

d. Applicants must complete the work covered by any grants and submit their reimbursement requests within 60 months of the landmark declaration or the establishment of a conservation easement. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee consisting of a designated staff person and two randomly selected members of the Commission. If the request for timeline extension is not approved unanimously, the request shall be forwarded to the full Commission for consideration at a public meeting.

| **Table 1: Residential Grant Amounts** | |
|---|---|
| **Type** | **Amount** |
| Residential Landmark Incentive | $7,700 |
| **Tier 1** | |
| Residential (Matching) | $63,000 |
| Additional Structural Funds (Matching) | $20,000 |
| New Construction (Matching) | $23,000 |
| *(Tier 1 Subtotal)* | *$106,000* |
| **Tier 2** | |
| Extraordinary Circumstances (Maximum Amount; Matching) | $22,300 |
| *(Tier 1 + Tier 2 Subtotal)* | *$128,300* |
| **Tier 3** | |
| Exceptional Circumstances (Matching) | No limit if criteria met |
| **Total Grant Funds Available Per Residential Property*** | **$136,000+** |

* Total includes landmark incentive

+ Plus unlimited exceptional circumstances matching grant under Tier 3

+Total excludes HSA grant.

| Table 2: Commercial Grant Amounts | |
|---|---|
| **Type** | **Amount** |
| Commercial Landmark Incentive | $77,000 |
| **Tier 1** | |
| Commercial (Matching) | $232,000 |
| New Commercial Construction (Matching) | $111,000 |
| *(Tier 1 Subtotal)* | *$343,000* |
| **Tier 2** | |
| Extraordinary Circumstances (Maximum Amount; Matching) | $80,000 |
| *(Tier 1 + Tier 2 Subtotal)* | *$423,000* |
| **Tier 3** | |
| Exceptional Circumstances (Matching) | No limit if criteria met |
| **Total Grant Funds Available Per Commercial Property*** | **$500,000+** |
| **OR** | |
| **Conservation Easement** | **$77,000** |

* Total includes landmark incentive
+ Plus unlimited exceptional circumstances matching grant under Tier 3
+ Total excludes HSA grant.

e. For purposes of Table 1 and Table 2, “extraordinary circumstances” shall mean additional grant funds are appropriate to:

i. Preserve, restore, and rehabilitate the integrity of historic architectural features and materials of the exterior of the buildings, including but not limited to historic windows, doors, siding, and other historic features that, without the additional grant funds, would be replaced by new materials; or

ii. Pay for vital structural work and building code compliance-related work that exceed Tier 1 grant amounts, if identified in an approved HSA.

f. For purposes of Table 1 and Table 2, “exceptional circumstances” must meet all of the following criteria:

i. Demonstrate exceptional architectural style or social history contributing to the historic fabric of Louisville; and

ii. Demonstrate exceptional uniqueness in the City; and

iii. Demonstrate that, without the additional grant funds, the project is not financially viable; and

iv. Demonstrate a gap in funding for the project to be financially feasible.

iv. HPF funds are available, after taking into consideration other priorities and obligations (including encumbered funds).

**Section 9. Residential new construction grants.**

Owners of landmarked property or property with an established conservation easement on which additions to existing residential structures are proposed are eligible for matching grants as set forth in Section 8, Table 1 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks in a manner that protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.

**Section 10. Residential Structural Grant.**

Residential properties that require extensive stabilization work that exceeds Tier 1 funding amounts as set forth in Section 8, Table 1 may apply for additional funds for structural work. The condition warranting additional funds must be detailed/justified in an approved Historic Structure Assessment (HSA). Eligibility is for the historic home only and not foundation or stabilization work for new construction.

**Section 11. Commercial new construction grants.**

Owners of landmarked property or property with an established conservation easement on which new commercial structures or additions to existing commercial structures are proposed are eligible for grants as set forth in Section 8, Table 2 for new commercial construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks in a manner that, a protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must limit building height to two stories and have a floor area ratio (FAR) 20% below what is allowed by zoning.

**Section 12. Time limits and procedures.**

a. To be considered for incentives funding, the owner must complete an application and submit it to the Community Development Department, together with sufficient building plans, if appropriate. Applications may be submitted at any time. Applications shall initially be reviewed by City staff, followed by a recommendation to the Commission. The Commission shall make a recommendation to City Council for final action. Any recommendation by the Commission may be to grant some, all, or none of the requested incentives. If the Commission recommendation is to grant the requested incentives in whole or part, it shall also forward recommendations regarding the terms of an agreement which must be met for receipt of the incentives. All recommendations are subject to approval, rejection and/or modification by City Council, and City Council may return recommendations for further information or review. All incentives are subject to budgetary requirements and considerations, including review of amounts currently and foreseeably available in the HPF and appropriation in the discretion of City Council. Applications for incentive and grant funds must be received by the Community Development Department within 36 months of the date a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or the establishment of a conservation easement. Following the second anniversary of landmarking or establishment of a conservation easement, if no application has been filed for incentive and grant funds for the property, City staff shall provide a courtesy notice to the owner reminding them of the upcoming deadline for filing such applications.

b. Reimbursement requests for completed work approved for grant funding must be received within 60 months of a property being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or the establishment of a conservation easement.

c. Upon a showing of good cause, the above timeline for work not started or completed may be extended with approval of a subcommittee of the Historic Preservation Commission consisting of a designated staff person and two randomly selected members of the Commission. If the request for timeline extension is not approved unanimously, the request will be forwarded to the full Commission for consideration at a public meeting.

d. Any time extensions due to extraordinary circumstances that exceed the 36-month cap for grant applications or the 60-month cap for reimbursement requests may require an update to the existing HSA described in Section 7 if the necessary work has changed in that time period or if the applicants are proposing work not identified in the HSA. If deemed necessary, this update will be completed at the expense of the applicant.

e. Owners of properties landmarked prior to enactment of this resolution shall have access to the grant funds available through the resolutions in effect at the time of landmarking approval. Such owners may also apply for additional grants through the extraordinary circumstances process described above.

f. The Commission will review all complete grant applications and make recommendations to the City Council for approval or disapproval. The City Council may approve, deny, or return a proposal to the Commission for further information.

g. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants may be revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the Commission and approved by City Council, including approval by not less than five members of City Council for grants outside Old Town Louisville.

h. An applicant may request that the value of stabilization, restoration or preservation work completed on the structure prior to landmarking be considered as a credit against the matching requirement of this Section. Credit for such previously completed work is at the discretion of the City Council. Credit may only be considered under the following circumstances:

i. Only work completed within five years prior to the effective date of landmarking may be considered for potential credit against the matching requirement.

ii. The work previously performed was for stabilization, restoration, or preservation of the historic structure. No landscaping or site work may be considered for potential credit against the matching requirement. No interior work, except for structural work, sensitive upgrading of mechanical, electrical, and plumbing systems, and other code-required work to make the property functional, may be considered for potential credit against the matching requirement.

iii. Consideration for credit against the matching requirement may only be given to costs of previously completed work which is documented by paid receipts or invoices. The applicant shall provide the City with complete copies of all such receipts or invoices together with proof of payment, and shall also provide any available supporting documentation upon City request. The request for consideration of previously completed work shall also be accompanied by applicant's written certification that the work for which credit is requested was completed and the costs thereof were incurred and paid, and that the information in such request is true and accurate to the best of applicant's knowledge and belief. The value of in- kind services completed by the applicant shall not be considered.

iv. The amount of credit given for any previously completed work shall be determined by the City Council with input from the Commission,

considering such factors as the nature, extent and useful life of the work, the time it was completed, the appreciated or depreciated value of the work, and such other factors as determined relevant.

**Section 13. Incentive grants to encourage conservation easements on properties which contribute to the character, historical or architectural merit in Downtown Louisville and which are not eligible to be landmarked.**

a. For a period of 18 months from when a property is designated by the City Council as a structure of merit, the owner of the property shall be eligible for a grant from the HPF as set forth in Section 8, Table 2. These grants are available for:

i. Preserving, rehabilitating, restoring or protecting the property.

ii. Offsetting costs of preserving the structural merit of a building that is being expanded pursuant to Sections 17.16.280 and 17.28.050 of the Louisville Municipal Code.

iii.

b. Grant funding may only be expended for the activities listed in this section for those portions of a property designated to be a structure of merit.

**Section 14. Loans from the Revolving Loan Program.**

a. The historic preservation revolving loan program shall be used to provide low-interest loans for the purposes of preservation, restoration, rehabilitation and protection of properties that are landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code or subject to a conservation easement to preserve the character of historic Louisville. All loans shall be funded solely from those funds held within the HPF for such purposes, and all loans shall be expressly contingent upon the availability of funds. Additionally, low-interest loans may be provided to Income Qualified Applicants for the purpose of maintaining a landmarked home.

b. The City Manager is authorized to issue requests for proposals and enter into contracts for entities to administer the loans from this program.

c. The City Manager is authorized to adopt written rules for the administration of the loan program, the provisions of which shall be consistent with Ballot Issues 2A, 2D and 2F and City ordinances and resolutions implementing the Ballot Issues.

d. Complete loan request applications shall be submitted to the Community Development Department and shall be reviewed by the Commission at a public meeting. The Commission shall provide its recommendation on the application before final action is taken by City Council. Final action on loans awarded to property outside historic Old Town Louisville shall be approved by at least five Council Members.

e. Loan requests applications may be submitted and considered in conjunction with grants from the HPF, respecting the grant limitations established herein. The Commission may recommend a mixture of loans and grants from the HPF even if the applicant requested only one type of assistance, and also may recommend one type of assistance where a mixture is requested. City Council may also decide to approve any one or a mixture of loans and grants regardless of the number or types of assistance requested in the request application. A mixture of loans and grants awarded to property outside historic Old Town Louisville shall be approved by not less than five Council Members.

f. Loans shall be at least $2,500. There is no specific loan limit, but the Commission and City Council shall consider the following in setting a loan amount:

g. HPF funds are available, after taking into consideration other priorities and obligations (including encumbered funds).

h. The necessity of the work to be performed for the preservation or rehabilitation of the structure, or maintenance of the structure for those income-qualified applicants, and how the proposed work fits into the approved HSA recommendations;

i. The availability of other funding sources.

j. Interest rates shall be equal to 2% below the Wall Street Journal Prime Rate as reported on the date of city acceptance of a complete application, not to go below 1%. Any fees for loan processing shall also be established at the time of the award. The loan repayment schedule shall also be established at the time of the award; provided, however, that all loans shall include a due-on-sale clause providing that any outstanding balance on the loan shall be paid in full upon sale or transfer of the property.

k. In connection with the processing of loan requests, the City may require such information as is reasonably necessary to determine the state of title to and encumbrances upon the subject property, the creditworthiness of the proposed borrower(s), and other matters relevant to loan award and repayment criteria. The City or loan program administrator may require applicants provide written consents to obtain such information.

l. Receipt of any loans, grants or other incentives shall require that the structure be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code, or if not eligible for landmarking, that the owner grant the City a conservation easement to preserve the outside appearance of the structure or other historic attributes of the structure or site.

m. Loan funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

**Section 15. Repeal and Reenactment; Effective Date.** Resolution No. 17, Series 2019 and Resolution No. 24, Series 2025 are hereby repealed.

**PASSED AND ADOPTED** this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

**SUBJECT:** LOUISVILLE REVITALIZATION COMMISSION FAÇADE IMPROVEMENT PROGRAM CONTRACT AMENDMENT

**DATE:** DECEMBER 16, 2025

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

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

**SUMMARY:**
The Louisville Revitalization Commission is the City's urban renewal authority and has created multiple programs to assist businesses and property owners in reinvesting in their properties.

The Façade Improvement Program was created to assist and support private investment into the façades/outsides of buildings to continue to support historic preservation and blight mitigation throughout the Highway 42 Urban Renewal Area.

The current program allows for reimbursement of agreed upon project costs at the completion of the entire project. The LRC is interested in amending the contract to allow for phased reimbursement, upon completion of agreed upon project components.

**BACKGROUND / PRIOR DISCUSSIONS:**
The Louisville Revitalization Commission created the Façade Improvement Program in 2022, creating a new grant program for businesses and property owners in the Highway 42 Urban Renewal Area to utilize to make investment and improvements to the outside of their buildings and properties.

As part of the program adoption, the LRC and Louisville City Council adopted program parameters and a form contract to be used between the LRC and approved recipients of the grant funding. The approved form contract reimburses the applicant once all construction is complete and the project has received all sign offs and Certificates of Occupancy (COs)/ Certificates of Compliance (CCs) for the work completed. The contract pays in one lump sum all eligible improvements once the work is completed and the applicant provides proof of payment.

The LRC has expressed interest in allowing partial payment for improvements to be made throughout the construction process for eligible improvements. In order to do this, the LRC and the Louisville City Council must approve a new proposed contract that would allow for reimbursement on costs paid, for discrete components of the project.

As part of the proposed contract, staff would work with the applicant/recipient to outline what the discrete components of the project are and outline those in an exhibit to the contract. This would allow the recipient to receive partial payment for discrete components

as they are completed, and proof of payment is submitted. By outlining discrete components and retaining a percentage of the payment for each of the discrete components, the LRC can ensure that the improvements are actually completed, and the full project comes to fruition. Final payment will be made when all components are completed, COs/CCs awarded, and proof of payment is submitted. Applicants have expressed that this would assist them in continuing to invest in the property by using the reimbursement amount to complete the next phase of improvements.

This new contract would still reimburse based on eligible improvements and true costs paid for the work, there will be no upfront payments for any work to be completed.

**ANALYSIS:**
Staff is asking City Council to consider a change to the adopted contract template for the Louisville Revitalization Commission's Façade Improvement Program. Should this contract revision be adopted, it would allow staff to work with applicants to create stages/specific rounds of construction and would allow for partial reimbursement upon completion of each stage versus when the totality of the project is completed. The adoption would allow staged construction but not require it, and all payments would remain a reimbursement on true costs after the work has been completed.

**2025 COUNCIL WORK PLAN:**
This program amendment supports Economic Vitality goals, allowing the City and the LRC to respond to business needs and economic impacts relayed by businesses and property owners hoping to invest back into their buildings.

**FISCAL IMPACT:**
There is no direct fiscal impact to the City Council by recommending approval of this program change. Funds associated with the Façade Improvement Program come out of the urban renewal budget, which is separate from the City budget.

**ALTERNATIVE(S):**
If the City does not approve the amended Façade Improvement Program contract template, the alternative is to keep the contract the same and not allow for partial payments, only paying the program reimbursement upon completion of all the project elements.

**RECOMMENDATION:**
Staff recommends that the City Council approve a new form of contract for the Louisville Revitalization Commission's Façade Improvement Program. This amendment would allow, not mandate, phased reimbursements for projects. This phased reimbursement would allow the applicant to use the previous reimbursement for the next stage of the project, to keep the project timely and viable for many small entities.

**ATTACHMENT(S):**

1. Existing Façade Improvement Grant Agreement
2. Proposed Façade Improvement Grant Agreement

**FAÇADE IMPROVEMENT GRANT AGREEMENT**

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 2025 ("Effective Date"), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC") and **_____** ("Recipient"), the owner of the commercial property located at _____, Louisville, CO 80027(sometimes referred to individually as "party" or collectively as "parties").

**WHEREAS,** the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"); and

**WHEREAS,** the LRC has created a Façade Improvement Grant Program (the "Program") through which the LRC provides grant funding to offset certain eligible costs associated with projects undertaken by owners/tenants to improve the exterior façades of commercial properties within the Highway 42 Revitalization Area (the "Plan Area"), in furtherance of the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan"); and

**WHEREAS,** the Program furthers the purpose of addressing blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville public purpose; and

**WHEREAS,** Recipient is the owner of the commercial building (the "Building") located at _____ (the "Property"), which Building and Property are within the Plan Area; and

**WHEREAS,** Recipient has submitted to the LRC the Recipient's application (the "Application") for a grant to offset a portion of the eligible costs associated with the Recipient's proposed façade improvements to the Building (the "Project"), as more particularly described on ***Exhibit A***, attached hereto and incorporated herein by this reference ("Eligible Improvements");

**WHEREAS,** pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and the Urban Renewal Plan, the LRC may finance undertakings pursuant to the Plan by any method authorized under the Act or any other applicable law, including without limitation issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources; and the Plan authorizes the LRC to pay the principal and interest on any such indebtedness from property tax increment, or any other funds, revenues, assets or properties legally available to the LRC; and

**WHEREAS,** the LRC has approved the Application, and has offered to reimburse a portion of the costs associated with the Project, subject to and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein the LRC and the Recipient agree as follows:

**A. Recipient Obligations.** The Recipient shall fulfill each of the following obligations ("Recipient Obligations"):

1. Apply for and obtain all approvals and permits from the City as required pursuant to the City Code for the construction of the Project.

2. Complete the Project, including the Eligible Improvements, with Recipient's own funds, in accordance with applicable requirements of the City Code and City-adopted building and fire codes, and the terms and conditions of City-approved plans, permits, and approvals applicable to the Eligible Improvements.

3. No later than ten (10) days after the Project is completed, request inspection by the City.

4. Obtain acceptance of the Project, including the Eligible Improvements from the City. If the Eligible Improvements are satisfactory, the City shall grant acceptance. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Project completion.

**B. Reimbursement.** Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means one hundred percent (100%) of certified Eligible Improvement costs up to $15,000, and seventy-five percent (75%) of certified Eligible Improvement costs between $15,000.01 and $50,000. The total reimbursement shall not exceed _____ dollars ($XXXX).

**C. Termination.** The LRC and Recipient expressly agree that time is of the essence with regard to fulfilment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Project including the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations by _____, 2025, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate.

**D. Recipient's Post-Reimbursement Obligations.**

1. In consideration of the LRC's payment of the Reimbursement, the Recipient agrees that the Property shall not be redeveloped within three (3) years of the LRC's payment of the Reimbursement, unless otherwise approved in writing by the LRC.

2. For a Two (2) year period from the date of City acceptance of the Eligible Improvements, Recipient shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City or LRC, shall become necessary. The Recipient and each

successor owner of the Building shall be responsible for the maintenance obligations provided for herein.

3. This Section D shall survive termination of this Agreement.

**E. Damages Waiver.** Recipient shall not be entitled to any payment or compensation of any kind from the LRC or the City for lost profits; direct, indirect, or consequential damages; or costs or expenses of any kind, including but not limited to costs of extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be caused by the City or LRC, reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

**F. Indemnification.** To the fullest extent permitted by law, the Recipient agrees to indemnify and hold harmless the LRC, and its appointed officers and employees, and the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with this Agreement or the construction of the Eligible Improvements, whether by Recipient or Recipient's contractor, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Recipient or any contractor of the Recipient, or any officer, employee, or agent of the Recipient or Recipient's contractor, or any other person for whom Recipient is responsible. The Recipient shall further bear all other costs and expenses incurred by the City, the LRC, or the Recipient, which are related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if a court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Recipient or any person for whom Recipient is responsible. The City and LRC shall be entitled to costs and attorneys' fees incurred in any action to enforce the provisions of this Section F. The Recipient's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or the LRC. This Section F shall survive termination of this Agreement.

**G. Miscellaneous.**

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement.

2. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Recipient and the LRC and the City, and neither the LRC nor the City shall never be liable or responsible for any debt or obligation of the Recipient.

3. This Agreement shall inure to the benefit of and shall be binding upon the LRC and Recipient and their respective successors.

4. This instrument shall constitute the entire agreement between the LRC and Recipient 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:

**Recipient:**

Company
Address
Louisville, CO 80027
Phone
Email

**LRC:**

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303-335-4531
EconomicVitality@LouisvilleCO.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

6. Neither the LRC nor the City has legal rights to or ownership interest in the materials chosen by the recipient and as such disclaims all warranties, express, implied or statutory, regarding construction materials utilized in the eligible improvements, including the implied warranties of merchantability, accuracy, satisfactory quality, title, security, noninfringement, uninterrupted or error-free use, and fitness for a particular purpose, and any implied warranty arising from course of performance, course of dealing, usage or trade.

7. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the LRC and Recipient.

8. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the LRC, the City, and Recipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the LRC, the City, or Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. In the event of litigation to enforce the

terms of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including reasonable attorney fees.

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

This Façade Improvement Reimbursement Agreement is effective on the date first above written.

**RECIPIENT:**

**BUSINESS**

By: _____

Name: _____
Title: _____

**LOUISVILLE REVITALIZATION COMMISSION**

By: _____
Corrie Williams, Chair

ATTEST:

_____
Barbie Iglesias, Secretary

## Exhibit A

List of Proposed Improvements:

1. Exterior paint improvements
    - Exterior cleaning, caulking, peel stop primer, clear coat on front door, spray body and hand roll trim
2. Landscaping improvements
    - Remove weeds and install weed barrier and gravel
    - Replace weed barrier and gravel on left side of walkway
    - Remove weeds and vegetation on east side of building and replace with weed barrier and mulch
    - Remove unhealthy tree in the back
    - Add a drip system and install 4 ornamental grasses and 6 perennials
3. Door replacement
    - Replace existing front and back doors with new
4. Window replacement
    - Replace 12 existing windows with new

Cost Estimate:

| Item | Cost |
|---|---|
| Exterior paint improvements | $7,795 |
| Landscaping improvements | $3,395 |
| Door replacement | $2,438.45 |
| Window replacement | $25,869.69 |
| **Subtotal** | **$39,498.14** |

**FAÇADE IMPROVEMENT GRANT AGREEMENT**

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement") is made and entered into this ___ day of ___ 2025 ("Effective Date"), by and between the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC") and the **XXX** ("Recipient"), the owner/tenant of the commercial building located at **ADDRESS** (sometimes referred to individually as "party" or collectively as "parties").

**WHEREAS,** the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act"); and

**WHEREAS,** the LRC has created a Façade Improvement Grant Program (the "Program") through which the LRC provides grant funding to offset certain eligible costs associated with projects undertaken by owners/tenants to improve the exterior façades of commercial properties within the Highway 42 Revitalization Area (the "Plan Area"), in furtherance of the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan"); and

**WHEREAS,** the Program furthers the public purpose of addressing blight within the Plan Area by incentivizing improved façade aesthetics, with the goal of attracting customers to Downtown Louisville; and

**WHEREAS,** Recipient is the owner/tenant of the commercial building (the "Building") located at ADDRESS (the "Property"), which Building and Property are within the Plan Area; and

**WHEREAS,** Recipient has submitted to the LRC the Recipient's application (the "Application") for a grant to offset a portion of the eligible costs associated with the Recipient's proposed façade improvements to the Building (the "Project"), as more particularly described on ***Exhibit A***, attached hereto and incorporated herein by this reference ("Eligible Improvements");

**WHEREAS,** pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, and the Urban Renewal Plan, the LRC may finance undertakings pursuant to the Plan by any method authorized under the Act or any other applicable law, including without limitation issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources; and the Plan authorizes the LRC to pay the principal and interest on any such indebtedness from property tax increment, or any other funds, revenues, assets or properties legally available to the LRC; and

**WHEREAS,** the LRC has approved the Application, and has offered to reimburse a portion of the costs associated with the Project, subject to and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein the LRC and the Recipient agree as follows:

**A. Recipient Obligations.** The Recipient shall fulfill each of the following obligations ("Recipient Obligations"):

1. Apply for and obtain all approvals and permits from the City as required pursuant to the City Code for the construction of the Project.

2. Complete the Project, including the Eligible Improvements, with Recipient's own funds, in accordance with applicable requirements of the City Code and City-adopted building and fire codes, and the terms and conditions of City-approved plans, permits, and approvals applicable to the Eligible Improvements.

3. No later than ten (10) days after the Project is completed, or discrete components of the Project are completed, request inspection by the City.

4. Obtain acceptance of the Project, including the Eligible Improvements from the City, or obtain acceptance of discrete components of the Eligible Improvements as mutually agreed upon by the Parties hereto. If the Eligible Improvements or a mutually agreed upon discrete component of the Eligible Improvements are satisfactory, the City shall grant acceptance and the LRC shall provide reimbursement as set forth in Section B of this Agreement. If the Eligible Improvements are unsatisfactory, the City shall provide written notice to Recipient of the repairs, replacements, construction or other work required to receive acceptance.

5. Recipient shall provide the LRC with certified statement of Eligible Improvement costs no later than thirty (30) days after Recipient obtains City acceptance of the Project completion, or completion of a discrete component of the Eligible Improvements as provided hereunder.

6. Recipient agrees that final payment shall not be made by the LRC until Recipient has obtained a Certificate of Occupancy or certificate of completion as applicable for the entire Project, including the completion of all Eligible Improvements

**B. Reimbursement.**

1. Subject to Section C, upon Recipient's fulfillment of the Recipient Obligations, the LRC will authorize the payment of the Reimbursement. For purposes of this Agreement, "Reimbursement" means one hundred percent (100%) of certified Eligible Improvement costs up to $15,000, and seventy-five percent (75%) of certified Eligible Improvement costs between $15,000.01 and $50,000. The total reimbursement pursuant to this Agreement shall not exceed $_____ [insert reimbursement cap for the Agreement].

2. The LRC and Recipient may agree upon mutually acceptable discrete components of the Eligible Improvements for which Recipient may seek acceptance and reimbursement for eighty percent (80%) of the certified statement of Eligible Improvement costs for such discrete component, provided that the entirety of the discrete component of any such Eligible Improvement is completed and accepted by the City. Such discrete components shall be detailed in Exhibit B to this Agreement. Upon completion of all Eligible Improvements, and Recipients fulfillment of all Recipient

Obligations, the LRC shall authorize payment of the remainder of the reimbursements for the discrete components previously reimbursed.

**C. Termination.** The LRC and Recipient expressly agree that time is of the essence with regard to fulfilment of the Recipient Obligations and completion of the Eligible Improvements, and failure by Recipient to fulfill the Recipient Obligations and complete the Project including the Eligible Improvements shall relieve the LRC of any obligation under this Agreement without liability. In the event that Recipient fails to fulfill the Recipient Obligations by _____, this Agreement and the LRC's obligation to pay the Reimbursement shall immediately terminate. If the Recipient fails to complete the Project, including all Eligible Improvements, on or before the deadline set forth in this subsection, Recipient shall, within thirty (30) days following such deadline and without demand from the LRC, repay the LRC all amounts that have been received by the Recipient pursuant to this Agreement.

**D. Recipient's Post-Reimbursement Obligations.**

1. In consideration of the LRC's payment of the Reimbursement, the Recipient agrees that the Property shall not be redeveloped within three (3) years of the LRC's payment of the Reimbursement, unless otherwise approved in writing by the LRC.

2. For a Two (2) year period from the date of City acceptance of the Eligible Improvements, Recipient shall, at its own expense, take all actions necessary to maintain said improvements and make all needed repairs or replacements which, in the reasonable opinion of the City or LRC, shall become necessary. The Recipient and each successor owner of the Building shall be responsible for the maintenance obligations provided for herein.

3. This Section D shall survive termination of this Agreement.

**E. Damages Waiver.** Recipient shall not be entitled to any payment or compensation of any kind from the LRC or the City for lost profits; direct, indirect, or consequential damages; or costs or expenses of any kind, including but not limited to costs of extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be caused by the City or LRC, reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

**F. Indemnification.** To the fullest extent permitted by law, the Recipient agrees to indemnify and hold harmless the LRC, and its appointed officers and employees, and the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with this Agreement or the construction of the Eligible Improvements, whether by Recipient or Recipient's contractor, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Recipient or any contractor of the Recipient, or any officer, employee, or agent of the Recipient or Recipient's contractor, or any other person for whom Recipient is responsible. The Recipient shall further bear all other costs and expenses incurred by the City, the LRC,

or the Recipient, which are related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if a court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Recipient or any person for whom Recipient is responsible. The City and LRC shall be entitled to costs and attorneys' fees incurred in any action to enforce the provisions of this Section F. The Recipient's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or the LRC. This Section F shall survive termination of this Agreement.

**G. Miscellaneous.**

1. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The exclusive venue for any lawsuit concerning the subject matter of this Agreement shall be in the District Court for Boulder County, Colorado. The LRC shall have no obligation to make any payment hereunder during the pendency of any legal challenge concerning the subject matter of this Agreement. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including reasonable attorneys' fees.

2. Nothing in this Agreement is intended or shall be construed to create a joint venture between the Recipient and the LRC and the City, and neither the LRC nor the City shall never be liable or responsible for any debt or obligation of the Recipient.

3. This Agreement shall inure to the benefit of and shall be binding upon the LRC and Recipient and their respective successors.

4. This instrument shall constitute the entire agreement between the LRC and Recipient 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:

**Recipient:**

XXX

**LRC:**

Louisville Revitalization Commission
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
economicvitality@louisvilleco.gov

5. This Agreement is personal to Recipient and Recipient may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the LRC. Any purported assignment,

transfer, pledge, or encumbrance made without such prior written authorization shall be voidable by the LRC.

6. Neither the LRC nor the City has legal rights to or ownership interest in the materials chosen by the recipient and as such disclaims all warranties, express, implied or statutory, regarding construction materials utilized in the eligible improvements, including the implied warranties of merchantability, accuracy, satisfactory quality, title, security, noninfringement, uninterrupted or error-free use, and fitness for a particular purpose, and any implied warranty arising from course of performance, course of dealing, usage or trade.

7. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the LRC and Recipient.

8. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the LRC, the City, and Recipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the LRC, the City, or Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

This Façade Improvement Reimbursement Agreement is effective on the date first above written.

**RECIPIENT:**

**XXX**

By: _____

Name:

Title:

**LOUISVILLE REVITALIZATION COMMISSION**

By: _____
Corrie Williams, Chair

ATTEST:

_____
Barbie Iglesias, Secretary

## Exhibit A:EXAMPLE

List of Proposed Improvements:

- Address deteriorating structures with rotten wood.
- Repair or replace broken, deteriorating steps to eliminate trip hazards.
- Restore crumbling stucco, particularly on the west side of the building.
- Remove inappropriate façade materials.
- Repair rotten window frames.
- Install new framing and a properly fitting primary door to enhance insulation and security.
- Add exterior lighting at the steps for safety, as no exterior light is currently in place.
- Restore and clean masonry elements, including brick, stone, and concrete.
- Hand-scrape all loose and peeling paint, sanding as necessary, to maintain the building's appearance.
- Apply exterior paint in neutral colors that complement surrounding buildings, avoiding paint over original brick surfaces.
- Perform exterior pressure washing to clean surfaces, ensuring methods are gentle to prevent damage.
- Caulk cracks and gaps to prevent water infiltration and improve energy efficiency.
- Repair signage and ensure compliance with current sign code requirements.
- Install lighting attached to the building that accentuates signage and other significant architectural details.
- Ensure all work adheres to state regulations and federal guidelines for lead-based paint, as outlined by the contractor, Built By Design.

Cost Estimate:

| Item | Cost |
|---|---|
| General Demolition | $487.58 |
| Doors | $700.49 |
| Drywall | $1,421.00 |
| Electrical | $293.61 |
| Hazardous Material Remediation | $16.72 |
| Light Fixtures | $134.91 |
| Moisture Protection | $690.00 |
| Painting | $16,428.00 |
| Stairs | $557.68 |
| Stucco and Exterior Plaster | $1,395.47 |
| **Subtotal** | **$22,125.46** |

## EXHIBIT B: EXAMPLE

**PHASE 1:**

- Address deteriorating structures with rotten wood.
- Repair or replace broken, deteriorating steps to eliminate trip hazards.
- Restore crumbling stucco, particularly on the west side of the building.
- Remove inappropriate façade materials.
- Repair rotten window frames.
- Perform exterior pressure washing to clean surfaces, ensuring methods are gentle to prevent damage

**PHASE 2:**

- Install new framing and a properly fitting primary door to enhance insulation and security.
- Add exterior lighting at the steps for safety, as no exterior light is currently in place.
- Restore and clean masonry elements, including brick, stone, and concrete.
- Hand-scrape all loose and peeling paint, sanding as necessary, to maintain the building's appearance.
- Apply exterior paint in neutral colors that complement surrounding buildings, avoiding paint over original brick surfaces.

**PHASE 3:**

- Caulk cracks and gaps to prevent water infiltration and improve energy efficiency.
- Repair signage and ensure compliance with current sign code requirements.
- Install lighting attached to the building that accentuates signage and other significant architectural details.
- Ensure all work adheres to state regulations and federal guidelines for lead-based paint, as outlined by the contractor, Built By Design.

City of Louisville
COLORADO • SINCE 1878

# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 7H

**SUBJECT:** **RESOLUTION NO. 103, SERIES 2025 – A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE REGARDING THE MARSHALL FIRE LITIGATION**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **KATHLEEN KELLY, CITY ATTORNEY**

**PRESENTED BY:** **KATHLEEN KELLY, CITY ATTORNEY**

**SUMMARY:**
The attached Settlement Agreement and General Release settles the City's lawsuit against Xcel for damages incurred by the City as a result of the Marshall Fire.

**BACKGROUND / PRIOR DISCUSSIONS:**
On November 6, 2023, the City Council retained the law firms of Baron & Budd, P.C. and Diab Chambers LLP (the "Litigation Attorneys") to represent the City in a lawsuit against Public Service Company of Colorado d/b/a Xcel Energy to recover damages incurred by the City as a result of the Marshall Fire. The lawsuit was filed by the City, Boulder County, Town of Superior, Boulder County Public Health, Boulder Valley School District, and Superior Metropolitan District No. 1 against Xcel. A separate lawsuit filed by the Colorado School Districts Self Insurance Pool was consolidated with the lawsuit filed by the City and the other local government plaintiffs (the "Public Entities").

A settlement of the lawsuit has been reached, with Xcel agreeing to pay three million dollars ($3,000,000.00) to the Public Entities in exchange for a full and final release. After payment of costs and attorney fees, the settlement funds will be distributed among the Public Entities in accordance with an allocation based on total damages incurred by each.

The City was a recipient of public assistance ("PA") funds from the Federal Emergency Management Agency ("FEMA") for damages incurred by the City due to the Marshall Fire. As a PA funds recipient, the City is obligated to take commercially reasonable measures to recoup these PA funds from third parties who may be potentially liable for the City's damages. Therefore, from these settlement funds, the City will be required to repay some amounts received from the Colorado Division of Homeland Security & Emergency Management ("CDHSEM") and the Federal Emergency Management Agency ("FEMA").

Final numbers are not yet available, but it is anticipated the City will retain approximately $222,000 to $230,000 from the settlement funds.

**ANALYSIS:**
Due to the complexities of proving the cause of the fire and damages from the spread of the fire, and the inherent risk of any litigation, the Litigation Attorneys have recommended the City Council approve the Settlement Agreement.

The resolution approving the settlement agreement contains a condition that both CDHSEM and FEMA approve the amounts to be recovered and paid over to them as satisfying the City's obligation to use commercially reasonable efforts to recover amounts received from CDHSEM and FEMA from potentially liable third parties. The resolution also authorizes the City Manager to approve and execute the final settlement statement on behalf of the City, which will be available after the Settlement Agreement has been executed by all Public Entities and final allocations and costs have been calculated.

**2025 COUNCIL WORK PLAN:**
Not on 2025 Council Work Plan.

**FISCAL IMPACT:**
Budgeted?: **Not Applicable**

**ALTERNATIVE(S):**
The City Council could choose not to approve the Settlement Agreement and proceed with the litigation. As of the date of writing of this Council Communication, all Public Entity plaintiffs except Louisville and Boulder County Public Health have approved the Settlement Agreement, and Boulder County Public Health is scheduled to act on the Settlement Agreement the day before the Louisville City Council meeting. If the City proceeds in the litigation, it will need to bear all of the costs of the litigation, which will be significant, on its own and future recovery, through another future settlement with Xcel or by prevailing at trial, is uncertain.

**RECOMMENDATION:**
The Litigation Attorneys and staff recommend the City Council approve Resolution No. 103, Series 2025, which will approve the Settlement Agreement

**ATTACHMENT(S):**
1. Resolution No. 103, Series 2025
2. Settlement Agreement and General Release

**RESOLUTION NO. 103**
**SERIES 2025**

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE REGARDING THE MARSHALL FIRE LITIGATION**

**WHEREAS,** on November 6, 2023, the City retained the services of Baron & Bud, P.C. and Diab Chambers LLC to represent it, along with other affected local governments entities (collectively, the "Public Entities"), in litigation against Public Service Company of Colorado d/b/a Xcel Energy ("Xcel") to recover damages incurred by the City as a result of the Marshall Fire; and

**WHEREAS,** a proposed settlement has been reached between the Public Entities and Xcel, as set forth in that Settlement Agreement and General Release (the "Settlement Agreement") that accompanies this resolution; and

**WHEREAS,** as a recipient of benefits obligated, paid or given by the Colorado Division of Homeland Security & Emergency Management ("CDHSEM") and the Federal Emergency Management Agency ("FEMA") relating to or arising out of the Marshall Fire, the City is obligated to use commercially reasonable efforts to recover from XCEL for costs, or anticipated costs, associated with projects funded by CDHSEM and FEMA; and

**WHEREAS,** the City Council desires to approve the Settlement Agreement, subject to approval by CDHSEM and FEMA of amounts recovered from Xcel on their behalf.

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

**Section 1.** The City Council hereby approves the Settlement Agreement and General Release (the "Settlement Agreement") in substantially the same form as the copy of such Settlement Agreement accompanying this Resolution, conditioned upon both CDHSEM and FEMA approving the amounts recovered and to be paid over to them as satisfying the City's obligation to use commercially reasonable efforts to recover costs from potentially liable third parties.

**Section 2.** The Mayor is hereby authorized to execute the Settlement Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Settlement 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 Settlement Agreement are not altered.

**Section 3.** The City Manager is hereby authorized to approve and execute a settlement statement on behalf of the City documenting the City's portion of the settlement funds received by the Public Entities pursuant to the Settlement Agreement, and the City Manager, Finance Director, and other necessary City staff are authorized to sign such

other documents as may be necessary to receive the settlement funds and pay over such portions of the settlement funds as are due to CDHSEM and FEMA.

PASSED AND ADOPTED this 16th day of December, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") dated as of November 6, 2025 (the "Effective Date") is made by and between BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER, TOWN OF SUPERIOR, CITY OF LOUISVILLE, BOULDER COUNTY PUBLIC HEALTH, SUPERIOR METROPOLITAN DISTRICT NO. 1, BOULDER VALLEY SCHOOL DISTRICT, and COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL (collectively, the "Public Entities" and each a "Public Entity"), on the one hand, and Public Service Company of Colorado d/b/a Xcel Energy ("Xcel"), Teleport Communications America, LLC ("Teleport") and Qwest Corporation d/b/a CenturyLink QC ("Qwest") (together with Xcel and Teleport, the "Settling Defendants" and each a "Settling Defendant"), on the other hand. The Public Entities and Settling Defendants shall be referred to collectively as the "Parties," and each as a "Party." This Agreement is made with reference to the following facts.

This Agreement is entered to formally resolve any and all claims that the Public Entities have asserted or may assert relating to or arising from the Marshall Fire (defined below) against the Settling Defendants (collectively, the "Claims").

I. RECITALS

A. The Public Entities have made a demand upon the Settling Defendants with respect to damages (the "Demand") that allegedly resulted from the wildfire that ignited in Boulder, Colorado on December 30, 2021, and is commonly referred to as the "Marshall Fire."

B. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER, TOWN OF SUPERIOR, CITY OF LOUISVILLE, BOULDER COUNTY PUBLIC HEALTH, SUPERIOR METROPOLITAN DISTRICT NO. 1, BOULDER VALLEY SCHOOL DISTRICT, filed an Amended Complaint titled *Board of County Commissioners of the County of Boulder v. Public Service Company of Colorado*, Case No. 2023CV000138 in Boulder County, Colorado (the "Public Entity Complaint"), which has been consolidated in the *In re Marshall Fire Litigation*. COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL filed a Complaint titled *Colorado School Districts Self Insurance Pool v. Public Service Company of Colorado*, Case No. 2023CV31092 in Boulder County, Colorado (the "CSDSIP Complaint") which has been consolidated in the *In re Marshall Fire Litigation*. The Public Entity Complaint and the CSDSIP Complaint are collectively referred to herein as "the Complaints".

C. The Settling Defendants have denied, and continue to deny, all material allegations made by the Public Entities and other plaintiffs in the *In re Marshall Fire Litigation*.

D. This Agreement is entered into solely for purposes of compromising the Claims under Colorado Rule of Evidence § 408. The Parties expressly agree and acknowledge that neither this Agreement nor any act, conduct or statement made or performed hereunder is, or may be deemed, an admission or evidence of the validity or invalidity of any allegations or Claims of the Public Entities and the Settling Defendants, nor is this Agreement or any act, conduct or statement made or performed hereunder to be construed as an admission or evidence of any wrongdoing, fault, omission, or liability. This is a settlement of a disputed matter, and the Settling Defendants specifically and expressly

deny any fault or liability to the Public Entities or with respect to the Marshall Fire, but desire to resolve all Claims and issues asserted by the Public Entities relating to the Marshall Fire to avoid continuing involvement in the dispute and the significant costs associated with that continuing involvement. The Settling Defendants expressly deny violating any applicable statute, ordinance, rule, regulation, policy, order, or other law.

E. The Parties intend that this Agreement resolve any and all known or unknown Claims and disputes relating to or arising out of the Marshall Fire that are held by, or will be held by, the Public Entities in the future, between the Public Entities, on the one hand, and the Settling Defendants, on the other hand, and provide for consideration in full settlement, release, and discharge of all disputes, rights, claims, and causes of action which are, or might have been, the subject matter of the Public Entities' Claims or relate to the Marshall Fire.

F. The Public Entities' claims included monies and benefits obligated, paid or given, or sought to be obligated, paid or given, to the Public Entities from the Colorado Division of Homeland Security & Emergency Management ("CDHSEM") and the Federal Emergency Management Agency ("FEMA") relating to or arising out of the Marshall Fire, including, but not limited to, those sought under the FEMA Public Assistance (PA) grant program for Major Disaster Declaration DR-4634 ("DR-4634"). A known and current list of those projects is included in Exhibit A, attached hereto, which is subject to ongoing developments and updates as the Public Entities continue their work with FEMA and CDHSEM. In coordination with FEMA and CDHSEM, and as part of the Parties' settlement negotiations, the Public Entities sought recovery from Settling Defendants for the costs, or anticipated costs, associated with the projects included in Exhibit A. As set

forth in Paragraph II.D below, it is the intention of the Parties that this settlement also satisfy all FEMA and CDHSEM's interests in those Exhibit A project costs, as to all Parties and Released Parties herein.

G. By entering into this Agreement, the Public Entities and Settling Defendants agree that the Parties' resolution of the issues raised in the Claim and Complaints, which resolution is set forth in this Agreement, is reasonable, fair, just, and in the best interests of the Public Entities, Settling Defendants and the public.

H. In an attempt to reach resolution, the Parties elected to pursue mediation before the Honorable Peter Lichtman. The Parties subsequently reached agreement, as provided herein. The foregoing recitals are an essential part of this Agreement.

## II. SETTLEMENT TERMS

### A. Payment to the Public Entities by Settling Defendants

In consideration for the release set forth herein, and in consideration of the rights and obligations created by this Agreement, the Parties agree to resolve all claims the Public Entities have asserted, could assert and might assert against the Settling Defendants arising out of the Marshall Fire in return for a total payment of $3,000,000 (the "Settlement Sum") on the terms set forth herein. Each Settling Defendant represents and warrants that the Settling Defendants have separately agreed to funding contributions for the Settlement Sum from Qwest, Teleport and Xcel that totals to $3 million (the "Defendant Contribution Breakdown"). If the Settling Defendants fail to pay the full Settlement Amount within thirty (30) days of the Effective Date (a "Payment Default"), each Settling Defendant is permitted and obligated to provide to Settling Plaintiffs, within one business day, the Defendant Contribution Breakdown, notwithstanding any other provision of this

Agreement or any other agreement between the parties. In the event of a Payment Default, each Settling Defendant shall be liable to Settling Plaintiffs only for the amount that such Settling Defendant agreed to contribute toward the Settlement Amount, as set forth in the Defendant Contribution Breakdown. Payment of the Settlement Sum shall be made as follows:

Payment of the Settlement Sum shall be paid to Baron & Budd PC-BB Escrow within thirty (30) days of the Effective Date. Payment shall be made by wire transfer, and such information shall be provided by Public Entities, by and through their attorneys Baron & Budd P.C. under separate cover within ten (10) days of the Effective Date. Baron & Budd P.C. and the Public Entities shall have the sole responsibility to ensure that the Settlement Sum is allocated between the Public Entities in whatever manner the Public Entities have agreed to between themselves (the "Allocation"). The Parties agree that the Settling Defendants shall have no responsibility or liability whatsoever for the allocation of the Settlement Sum between and among the Public Entities, including but not limited to the allocation of settlement payments, Public Entities' shares, and attorney's fees.

B. Dismissal with Prejudice

The Public Entities hereby irrevocably authorize its attorneys, Baron & Budd P.C., to execute a Request for Dismissal of Complaint dismissing the Complaints with prejudice (the "Request for Dismissals"). Counsel for the Public Entities will sign the Request for Dismissal and deliver the executed Request for Dismissal to counsel for Settling Defendants within five (5) days of the Effective Date. Settling Defendants are authorized to file the Request for Dismissal after Settling Defendants have paid the Settlement Sum as set forth in Paragraph II.A. above.

C. Released Claims

In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Public Entities, on their own behalf, and on behalf of any of their agents, representatives, employees, contractors, insurers, sureties, attorneys, administrators, predecessors, successors and assigns (collectively, the "Public Entity Releasors"), fully and forever release, acquit, and discharge Settling Defendants, their respective agents, parents, subsidiaries and affiliates, and each of their past/and or present representatives, directors, officers, shareholders, partners, managers, employees, contractors, partnerships, companies, agents, insurers,[1] sureties, attorneys, executors, heirs, administrators, trustees, members, principals, beneficiaries, predecessors, and successors to each of the foregoing (collectively, the "Settling Defendant Releasees"), and all other persons or entities who may have caused or contributed to the damages that Public Entities allegedly suffered, directly or indirectly, as a result of the Marshall Fire or are related to the Claims (collectively with the Settling Defendant Releasees, the "Released Parties"), from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to, directly or indirectly,

[1] Settling Defendants' "insurers" include, without limitation: Allianz Global Risks US Insurance Company, National Casualty Company, Navigators Insurance Company, Great American Spirit Ins. Company, General Security Indemnity Company of Arizona, Endurance Specialty Insurance Ltd., Gemini Insurance Company, and Markel American Insurance Company.

the Marshall Fire, except for any rights described herein to enforce this Settlement Agreement.

In consideration of and in return for the promises and covenants set out herein, and for other good and valuable consideration, the Settling Defendants, on each of their own behalf, and on behalf of any of their agents, insurers, attorneys, and assigns (collectively, the "Settling Defendants' Releasors"), fully and forever release, acquit, and discharge the Public Entities and their officials, officers, agents, representatives, departments, agencies, employees, contractors, insurers, and attorneys (collectively, the "Plaintiff Releasees") from any and all claims, demands, contracts, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, costs, expenses, attorneys' fees, indemnities or duties, whether known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, of any kind whatsoever that arise out of or relate to, directly or indirectly, to the Marshall Fire.

Notwithstanding any other provision in this Agreement, nothing herein releases or discharges any of the Parties' obligations, commitments, indemnities, representations or warranties made in this Agreement or prevents the enforcement of obligations, commitments, representations or warranties made in this Agreement.

D. CDHSEM/FEMA Subrogation and Insurance Subrogation

This Agreement encompasses and includes known claims for the FEMA eligible work and financial assistance to the Public Entities provided by CDHSEM and FEMA under at least DR-4634. After the Public Entities coordinated with FEMA and CDHSEM, it is the Parties' intention that the Allocation of the Settlement Sum referenced in Paragraph II.A to the Public Entities shall also satisfy all FEMA interests and CDHSEM

interests, respectively, in the potential liability of Settling Defendants and Released Parties for costs of FEMA reimbursements and CDHSEM financial assistance to Public Entities under DR-4634 and leaves no basis for FEMA or CDHSEM to directly pursue from Settling Defendants and Released Parties these or any other costs related to the Public Entities' claims as set forth in Exhibit A against Settling Defendants and Released Parties. The Public Entities and Settling Defendants agree that this Agreement and the Settlement Sum represent a fair, reasonable, and just amount of compensation for the claimed, disputed damages, and that the Public Entities made commercially reasonable efforts to pursue claims to recover the monies and benefits obligated, paid or given or sought to be obligated, paid or given, to or by the Public Entities by FEMA and/or CDHSEM. The Public Entities and Settling Defendants agree that the Public Entities made commercially reasonable efforts to secure the Settlement Sum through litigation, which includes those monies and benefits obligated, paid or given, or sought to be obligated, paid or given, by CDHSEM and FEMA. The letters from the Public Entities, FEMA, and CDHSEM attached and incorporated to this Agreement as Exhibits B, C, and D, respectively, reflect the procedures agreed to by FEMA and CDHSEM with the Parties.

a. Other Subrogation and Insurance

The Public Entities hereby represent that they have not subrogated or assigned, and shall not subrogate or assign, any claims or rights to anyone relating to or arising out of the Marshall Fire.[2] Moreover, the Public Entities and Settling Defendants acknowledge and agree that the Public Entities did not demand or request, nor did Settling Defendants agree to pay, any monies to settle any claims relating to any funds that the

[2] CSDSIP filed a complaint in subrogation against the Settling Defendants in this matter.

Public Entities have received or claimed as of the date of this Agreement from any insurance companies or carriers, any pooled risk insurance programs, any joint power insurance authority, or any other insurance program.

E. Compensation for Economic Loss

The Parties stipulate and agree that the Settlement Sum is compensation solely for economic loss suffered by the Public Entities as a result of the Marshall Fire.

F. Unknown Facts; Covenant Not to Sue

The Parties acknowledge that they may later discover facts different from or in addition to those which they or their attorneys now know or believe to be true. It is the intention of the Parties to fully, finally and forever settle and release all claims included in the releases set forth in Paragraph II.C hereof arising out of the allegations set forth in the Claim, the Complaint and/or the Marshall Fire. **The releases provided in this Agreement shall remain in effect notwithstanding the discovery or existence of any additional or different facts related to the Marshall Fire**.

The Public Entities irrevocably warrant and covenant that they will refrain from, either directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced any proceeding of any kind, against the Released Parties, or any of them, arising out of the Marshall Fire.

G. Composition of Settlement Sum

The Settlement Sum was determined by the Parties solely in relation to the actual damage and losses suffered by the Public Entities allegedly as a result of the Marshall Fire (such as pavement fatigue, staff labor, revenue losses, lost municipal services and hazardous trees). No portion of the Settlement Sum was agreed to and paid in respect

of fines, penalties, double or treble damages, exemplary damages, investigation costs, attorneys' fees, experts' costs or other litigation costs.

H. Further Assurances

The Parties shall perform any further acts, and execute and deliver any documents, which may be reasonably necessary to carry out the intent of this Agreement.

I. Costs and Expenses

The Parties agree to pay their own costs and expenses, including attorneys' fees, experts' fees and other litigation costs, incurred in connection with the prosecution, defense, and settlement of the Claim and Complaint which are the subject of this Agreement. The Parties hereby expressly waive any right to recover attorneys' fees, experts' fees or other litigation costs that may otherwise exist in their favor with respect to the claims included in the releases set forth in Paragraph II.C. hereof, expressly including any claimed right to shift the burden of such costs and fees to the opposing party through any state or federal cost or fee shifting statutes or rules. This paragraph does not alter the allocation of such costs and fees between the Public Entities as previously agreed between the Public Entities in their allocation agreement.

J. Integration

This Agreement constitutes the final, complete, and exclusive agreement and understanding between the Public Entities and Settling Defendants and supersedes all prior or contemporaneous written or oral agreements. The Public Entities and Settling Defendants expressly acknowledge that they have not relied on any representations, warranties, agreements, arrangements, or understandings not expressly contained in this Agreement to define the terms of or to interpret this Agreement.

K. Mediation Communications Privilege and Confidentiality

Consistent with C.R.S. § 13-22-307, any and all privileged communications, information, and documents obtained by one Party from another, related and leading up to, including during any and all parts of a mediation and settlement negotiation process, including the preparation of this Agreement, are confidential, and will not be disclosed to any third party without the prior written consent of the Parties, except (a) to enforce any term of this Agreement; (b) to the extent required to be disclosed in mandatory filings with the U.S. Securities and Exchange Commission; (c) to the extent required or necessary to receive legal, tax, or accounting advice or to energy regulators or auditors where it is reasonably determined by the Party that disclosure is necessary to fulfill a legal obligation or regulatory requirement; (d) as otherwise required by law including, but not limited to, the Colorado Open Records Act; (e) to the extent required to be disclosed in mandatory filings with the U.S. Internal Revenue Service or otherwise requested by the U.S. Internal Revenue Service; (f) to the extent such terms have already been publicly disclosed as permitted by this paragraph; (g) to the extent any such communications, information, and/or documents were or are independently obtained, rather than obtained solely through the mediation and settlement negotiation process; and (h) as required to effectuate the covenants of the Parties herein. In the event that a Party receives a subpoena, document request or other request under color of law to disclose the substance of any settlement discussions or negotiations pertaining to this Agreement, the Party receiving the request will, to the extent permitted by law, promptly notify (in a manner consistent with the notice provision below) all other Parties of the request so as to give them an opportunity to attempt to oppose the request. Notwithstanding any other provision of this Agreement,

unless required by law (including but not limited to required disclosures relating to publicly traded securities, or under the Colorado Open Records Act or Open Meetings Law) or by a court or administrative agency of competent jurisdiction, no Party may disclose information that would permit any non-party to know, infer, or otherwise deduce the specific amount (or proportion) of the Settlement Sum being contributed by any individual Settling Defendant.

Prior to any Party's initial press release, that Party shall permit the other Parties to review a draft of such press release and shall in good faith consider any edits proposed by the other Parties. Breach by one Public Entity of this provision shall not constitute a breach by any other Public Entity.

L. Ambiguities Not Construed Against Drafter

The Parties acknowledge that the normal rule of construction that any ambiguities are to be construed against the drafting party shall not apply to this Agreement.

M. Severability

If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of the Agreement, provided, however, that the release, waiver, and payment provisions set forth in Paragraphs A, B, C, D, and F of this Section shall not be severable. The Parties acknowledge and agree that the provisions of Paragraphs A, B, C, D, and F of this Section are of the essence of this Agreement, and, if they are held unenforceable for any reason, at any time, this Agreement shall be deemed null and void. In such event, the Parties shall execute a new Settlement Agreement within 30 calendar days (the "Agreement Period")

with the intention to effectuate the terms and conditions herein, including the purpose and intention of Paragraphs A, B, C, D, and F of this Section. Should the Parties be unable to execute a new Settlement Agreement during the Agreement Period, the Parties agree that any amounts paid to the Public Entities by Settling Defendants pursuant to the terms hereof shall be repaid to the respective Settling Defendant within 30 days of the expiration of the Agreement Period, or upon other terms agreed upon by the Parties at that time, and no releases or waivers shall have effect, and any court dismissals, with or without prejudice, and any statute of limitations, whether or not expired, shall have no effect on the Parties' ability to reinstitute and pursue litigation in a court of law provided that the Parties initiate litigation within 60 days following the expiration of the Agreement Period. None of the Parties shall cause, or support any efforts to cause, any language or section in the Agreement to be held illegal or invalid by any court.

N. Waiver or Modification

No waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by all the Parties. This Agreement cannot be modified by oral or implied promises or representations.

O. No Admission

This Agreement does not constitute, and shall not be deemed to constitute or imply, an admission or concession of any fact in issue in any pending or threatened civil litigation, or any liability or obligation whatsoever.

P. Compromise

This Agreement constitutes a compromise of the Claims and Complaint that are in dispute between the Parties. Neither the execution of this Agreement nor any acts undertaken pursuant to this Agreement shall be construed as an admission or evidence of any liability or wrongdoing whatsoever on the part of any party, which liability or wrongdoing is hereby expressly denied and disclaimed by that respective Party. Neither this Agreement, nor the fact of its execution, nor any of its provisions, shall be offered or received in evidence in any action or proceeding of any nature or otherwise referred to or used in any manner in any court or other tribunal, except in a proceeding to enforce the terms of the Agreement.

Q. Successors

The provisions of this Agreement shall be deemed to extend to and inure to the benefit of the Parties' respective successors-in-interest, assigns, transferees, grantees, administrators and representatives, and to extend to and obligate the Parties' respective successors-in-interest, assigns, transferees, grantees, administrators and representatives.

R. Colorado Law

This Agreement in all respects shall be interpreted, enforced and governed by and under the laws of Colorado.

S. Mediation

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be mediated by the Honorable Peter Lichtman or another mutually agreeable mediator.

T. Attorneys' Fees

In the event arbitration and/or litigation is commenced to enforce any of the provisions hereof or to obtain declaratory relief in connection with any of the provisions hereof, each party shall bear its own attorneys' fees, costs and expenses.

U. Non-Assignment

The Parties represent and warrant that the Parties have not assigned or transferred or purported to assign or transfer to any person, firm, entity, or corporation any claim, demand, right, damages, liability, account, action, cause of action, or any other matter released.

V. Third-Party Rights

The Released Parties are expressly intended third-party beneficiaries of this Agreement and shall be entitled to enforce the terms of the release herein to the same extent as if they were parties hereto. Except for as provided in the preceding sentence, this Agreement is made for the benefit of the Parties and their successors and permitted assigns only, and neither this Agreement nor any provision hereof shall be construed or deemed to give rise to rights or obligations in any other person or entity.

W. Execution in Counterparts and Fax Signatures

This Agreement may be executed in duplicate originals and/or in counterparts, but it is agreed that there is only one Agreement. The Parties agree that all genuine copies of this Agreement, such as photocopies, may be used as though originals in the absence of a bona fide challenge to the authenticity of the copy. The Parties agree that facsimile, scanned, or electronic signatures shall suffice and be binding on them with respect to the execution of this Agreement.

X. Notices.

Any notices required to be provided under this Agreement to the Public Entities will be provided via email to Torri Sherlin (tsherlin@baronbudd.com) and to Robert Chambers (rob@dcfirm.com). Any notices required to be provided under this Agreement to a Settling Defendant will be provided via email as follows: to Xcel, Kevin Orsini (korsini@cravath.com); to Teleport, Bethany Kristovich (Bethany.Kristovich@mto.com); and to Qwest, David Bona (DBona@donahue.com).

Y. No Other Claims

With the exception of any claim already asserted, the Public Entities represent and warrant that they are aware of no other departments, offices, districts, agencies or other entities, for which the Public Entities' legislative or governing bodies control or serve as the legislative or governing body, that may have claims or potential claims for damages allegedly caused by the Marshall Fire or as alleged in the Complaints, including claims that have not already been made.

Z. Opportunity to Consult Counsel

The Parties acknowledge that each has read this Agreement, that each fully understands its rights, privileges and duties under the Agreement, and that each enters this Agreement fully and voluntarily. The Parties further acknowledge that they have had an opportunity to consult with attorneys and relevant subject-matter experts of their own choice to explain the terms of this Agreement and the consequences of signing it.

AA. Voluntary and Knowing Release

The Public Entities, on the one hand, and Settling Defendants, on the other hand, hereby represent to each other:

1. that they have discussed their claims and the advisability of signing this Agreement with counsel of their choosing and that counsel has reviewed this Agreement;

2. that they have made such investigation of the facts pertaining to the claims and the settlement of those claims as they deem necessary;

3. that they have carefully read all of the provisions of this Agreement; and

4. that they voluntarily enter into this Agreement.

BB. This Agreement shall be binding and enforceable.

CC. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

DD. Signatory Authority

Each person signing this agreement represents and warrants that he/she has the authority to bind the Party or Parties on behalf of which he/she signs to the provisions of this Agreement.

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND I ACCEPT AND AGREE TO THE PROVISIONS CONTAINED THEREIN AND HEREBY EXECUTE IT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

*Signatures on the following pages.*

DATED: December _, 2025

BOULDER COUNTY

By _____
Name
Title

DATED: December _, 2025

CITY OF LOUISVILLE

By _____
Name
Title

DATED: December _, 2025

TOWN OF SUPERIOR

By _____
Name
Title

DATED: December ___, 2025

SUPERIOR METROPOLITAN DISTRICT NO. 1

By _____
Name
Title

DATED: December _, 2025

BOULDER COUNTY PUBLIC HEALTH

By _____
Name
Title

DATED: December _, 2025

BOULDER VALLEY SCHOOL DISTRICT

By _____
Name
Title

DATED: December ____, 2025

COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL

By _____
Name
Title

APPROVED AS TO FORM:

DATED: December _, 2025

BARON & BUDD, P.C.

By _____
Victoria Sherlin
Jason Julius
*Attorney for Public Entity Plaintiffs*

DATED: December _, 2025

DIAB CHAMBER LLP

By _____
Robert Chambers
Ed Diab
*Attorney for Public Entity Plaintiffs*

**Xcel's Signature Page**

ACCEPTED AND AGREED:

DATED:

On behalf of Public Service Company of Colorado d/b/a Xcel Energy

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Public Service Company of Colorado d/b/a Xcel Energy

By:_____

Name:_____

Title:_____

**Teleport's Signature Page**

ACCEPTED AND AGREED:

DATED:

On behalf of Teleport Communications America, LLC

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Teleport Communications America, LLC

By:_____

Name:_____

Title:_____

**Qwest's Signature Page**

ACCEPTED AND AGREED:

DATED:

On behalf of Qwest Corporation

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

DATED:

On behalf of Counsel for Qwest Corporation

By:_____

Name:_____

Title:_____

City of Louisville
COLORADO • SINCE 1878

# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 10B

**SUBJECT:** **MUNICIPAL JUDGE COMPENSATION**

i. **ORDINANCE NO. 1911, SERIES 2025 – AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE SALARY OF THE PRESIDING MUNICIPAL JUDGE – 2nd READING, PUBLIC HEARING (advertised City of Louisville website 12/03/25)**

ii. **RESOLUTION NO. 104, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL JUDGE SERVICES AND ESTABLISHING THE COMPENSATION THEREFOR**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **KATHLEEN KELLY, CITY ATTORNEY**
**GENNY KLINE, CITY CLERK**

**PRESENTED BY:** **GENNY KLINE, CITY CLERK**

**SUMMARY:**
The Louisville Municipal Code currently requires compensation for the presiding municipal judge to be set by ordinance. The proposed ordinance amendment will authorize the City Council to set the municipal judge's compensation by resolution, to provide more flexibility to adjust as appropriate.

**BACKGROUND / PRIOR DISCUSSIONS:**
Section 9-3(c) of the City's Home Rule Charter provides the City Council shall establish the compensation for the presiding municipal judge and each deputy municipal judge, and such compensation shall not be dependent upon the outcome of the matters to be decided by the judge. The Louisville Municipal Code currently establishes the compensation for the presiding municipal judge by ordinance, but the compensation for deputy municipal judges is set by resolution. Compensation for the City Council's other appointees, City Prosecutor, City Attorney, Water Attorney and City Manager, are not set by ordinance. Amending the Code to provide the City Council the authority to establish the presiding municipal judge's compensation by resolution will provide the same flexibility to adjust the compensation as currently exists for other Council appointees.

**ANALYSIS:**
To facilitate an easier mechanism for adjusting the judge's compensation, the attached ordinance will modify the Code to allow any compensation adjustments to be done by resolution rather than ordinance. Several municipalities allow for a judge's compensation to be set by resolution, including the Town of Erie and the City and County of Broomfield.

Pending the outcome of a performance review, the contract for the presiding municipal judge is set for renewal at the December 16, 2025 Council meeting. The compensation for the presiding judge has not been increased since 2020 and is lower than the compensation he receives from other municipalities that contract with him to provide services.

**2025 COUNCIL WORK PLAN:**
This item supports Core Services as it is imperative to have and retain a qualified and capable municipal judge to preside over the City's municipal court.

**FISCAL IMPACT:**
Budgeted?: **Yes**
The salary for the municipal judge is budgeted every year in Fund 101130-540130.

**ALTERNATIVE(S):**
The Council may choose not to adopt this ordinance and direct staff to bring back an ordinance to consider an increase in the salary for the municipal judge and take no action on the resolution.

**RECOMMENDATION:**
Staff recommends approval of Ordinance No. 1911, Series 2025 and Resolution No. 104, Series 2025

**ATTACHMENT(S):**
1. Ordinance No. 1911, Series 2025
2. Resolution No. 104, Series 2025
3. Agreement for Municipal Judge Services
4. Email from Judge Thrower requesting salary increase
5. Salary Comparison with other Municipalities

**ORDINANCE NO. 1911**
**SERIES 2025**

**AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE SALARY OF THE PRESIDING MUNICIPAL JUDGE**

**WHEREAS**, Section 9-3(c) of the Home Rule Charter provides that the City Council shall establish the compensation for the presiding municipal judge; and

**WHEREAS**, the City Council desires to amend Section 2.12.060 of the Louisville Municipal Code to provide the City Council shall establish the salary of the presiding municipal judge and any deputy municipal judges by resolution.

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

**Section 1.** Section 2.12.060 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

**Sec. 2.12.060 Compensation.**

The presiding municipal judge ~~shall receive as full compensation for the judge's services a yearly salary of $33,600.00 payable on a monthly basis of $2,800.00 per month, effective March 1, 2020. Each~~ and each deputy municipal judge shall receive compensation for such ~~deputy~~ municipal judge's services as is set by City Council resolution.

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

**Section 3.** The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 2nd day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

**PUBLIC HEARING AND SECOND READING WILL BE THE 16th DAY OF DECEMBER 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.**

**PASSED AND ADOPTED ON SECOND AND FINAL READING,** this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

APPROVED AS TO FORM:
Kelly PC

_____
Kathleen M. Kelly, City Attorney

**RESOLUTION NO. 104**
**SERIES 2025**

**A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL JUDGE SERVICES AND ESTABLISHING THE COMPENSATION THEREFOR**

**WHEREAS,** Section 9-3(b) of the Louisville Home Rule Charter provides the City Council shall appoint, by the affirmative vote of 2/3 of the entire Council, a presiding municipal judge, which judge shall serve for a two-year term; and

**WHEREAS,** David J. Thrower is a duly licensed attorney in the State of Colorado who has served as the presiding municipal judge in the Louisville Municipal Court, and is available to continue serving in such capacity; and

**WHEREAS,** the proposed Agreement for Municipal Judge Services, a copy of which accompanies this resolution, appoints Mr. Thrower as the Presiding Municipal Judge, to serve until December 31, 2027; and

**WHEREAS,** by Ordinance No. 1911 adopted on December 16, 2025, the City Council amended the Louisville Municipal Code to provide the Presiding Municipal Judge shall receive such compensation as is set by City Council resolution; and

**WHEREAS,** the City Council desires by this resolution to approve the proposed Agreement for Municipal Judge Services and set the compensation therefor.

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

**Section 1.** The proposed Agreement for Municipal Judge Services (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement that accompanies this Resolution.

**Section 2.** The Mayor is hereby authorized to execute the Agreement on behalf of the City Council, and the Mayor is 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.** As compensation for such services, the Presiding Municipal Judge shall receive $3,200.00 per month

**PASSED AND ADOPTED** this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

# AGREEMENT FOR MUNICIPAL JUDGE SERVICES

**THIS AGREEMENT** is made and entered into effective the _____ day of _____, 2025, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City") and DAVID J. THROWER, an individual.

**WITNESSETH:**

**WHEREAS,** pursuant to Section 9-3 of the Louisville Home Rule Charter, the City has established the Louisville Municipal Court, and the City Council of the City is vested with the authority to appoint a presiding municipal judge; and

**WHEREAS,** David J. Thrower is a duly licensed attorney in the State of Colorado who has held herself out to the City as having the requisite expertise and experience to perform the presiding municipal judge services sought by the City; and

**WHEREAS,** pursuant to Section 9-3(b) of the Louisville Home Rule Charter, the City Council of the City desires to appoint David J. Thrower as presiding municipal judge of the Louisville Municipal Court, for a term expiring December 31, 2027.

**NOW, THEREFORE,** in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City Council hereby appoints David J. Thrower as Presiding Municipal Judge for the Louisville Municipal Court (hereafter "Presiding Judge"), for the term specified in Section 2, below.

2. Term. The Presiding Judge is appointed for a term commencing on January 1, 2026. Pursuant to Section 9-3(b) of the Louisville Home Rule Charter, such term shall expire December 31, 2027.

3. Services. The Presiding Judge shall preside over the regularly-scheduled sessions of the Louisville Municipal Court (approximately two per month) and over such other Municipal Court sessions as may be necessary for the proper functioning of the Court. The Presiding Judge shall perform all such duties and exercise all such powers as are required of and vested in a municipal court judge by the Louisville Home Rule Charter and Louisville Municipal Code, and other applicable laws, regulations, and codes of conduct (including but not limited to the Colorado Code of Judicial Conduct) that are applicable to the position. The Presiding Judge shall also perform the administrative duties of a presiding municipal judge and perform the swearing in of City elected officials and police officers.

4. Removal or Resignation; Termination. During the term, the Presiding Judge may be removed from office by the affirmative vote of two-thirds of the entire City Council for cause, as set forth in Section 9-3 of the Louisville Home Rule Charter. The Presiding

Judge may also voluntarily resign by providing at least 30 days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council. In the event of any such removal or resignation, or any other termination of this Agreement prior to the expiration of the term, the Presiding Judge shall be paid solely for services rendered through the effective date of such removal, resignation or termination.

5. Compensation. Pursuant to Section 9-3 of the Louisville Home Rule Charter, the compensation of the Presiding Judge is established by the City Council and is not dependent upon the outcome of the matters to be decided by the judge. Pursuant Section 2.32.050 of the Louisville Municipal Code, the Presiding Judge shall receive as full compensation for the Presiding Judge's services an amount set by resolution of the City Council, which for the term of this Agreement shall be $3,200.00 per month. The Presiding Judge shall submit monthly an invoice for services for the preceding month. The City shall pay the invoice within 30 days of receipt thereof.

6. Additional Judges. The City may employ, at the City's expense, such other additional judges as the City determines to be necessary or otherwise in the best interest of the City during the term of this Agreement.

7. Independent Contractor Status. The Presiding Judge shall be an independent contractor and not an employee of the City and shall make no representation that she is a City employee for any purpose. Further:

**a. *No Payment of Employment Taxes or Other Withholdings*. The City shall not withhold or pay or be obligated to withhold or pay any payroll or employment taxes (including, but not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment insurance tax, and state worker's compensation insurance tax) or other amounts with respect to any services performed by or fees paid or expenses reimbursed to the Presiding Judge.**

**b. *No Payment of Workers' Compensation/Unemployment Compensation*. The City shall not provide or be obligated to provide to Presiding Judge any workers' compensation or unemployment compensation insurance coverage.**

c. *Appointed Official.* Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the "CGIA") or any other provision of law, the Judge is an appointed official of the City entitled to any and all benefits of law pertaining to judicial and sovereign immunity and to coverage by the City's insurance applicable to persons holding such a position for claims brought against them in their official capacity or arising out of their performance of official duties as described herein, in accordance with the terms, conditions, limits, and exclusions of such insurance as in effect from time to time.

8. Payments Subject to Appropriation. Notwithstanding any other provisions contained herein, the financial obligations of the City under this Agreement are subject to annual appropriation of funds by the City Council, and nothing herein is intended or shall be constructed to create any City debt or multiple-fiscal year obligation whatsoever. A failure to appropriate sufficient funds in any year to pay the full amount due, or which may be due hereunder for the following year shall constitute a termination subject to Section 4 of this Agreement. The City hereby states that it has appropriated in the 2026 budget sufficient funds for the payment of all amounts due, or which may be due hereunder in the 2026 fiscal year.

9. Miscellaneous Provisions. The parties agree that this Agreement is a personal services contract. No party shall assign this Agreement or delegate duties under this Agreement or any portion thereof. This Agreement may only be amended by written instrument signed by the Presiding Judge and Mayor and City Clerk of the City, after approval of such amendment by the City Council. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. If one or more provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained in this Agreement shall not in any way be affected. This Agreement may be signed in counterparts. Faxed, electronic, and scanned signatures shall be accepted as originals.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates shown.

CITY OF LOUISVILLE, COLORADO

By: _____
Christopher M. Leh, Mayor

Date: _____

ATTEST:

_____
Genny Kline, City Clerk

_____
David J. Thrower

Date: _____

**Genny Kline**

**From:** David Thrower [redacted]
**Sent:** Friday, November 7, 2025 8:25 AM
**To:** Genny Kline
**Subject:** Re: Contract with City of Louisville

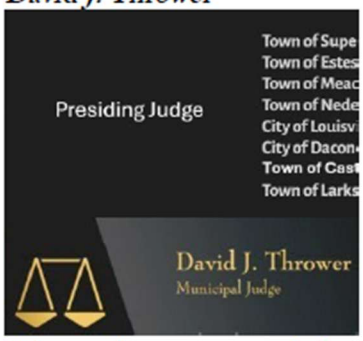
**[EXTERNAL EMAIL] From outside of City of Louisville** DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Good Morning:

I do not recall ever receiving a raise either during my brief time as Acting Judge in 2019 or when I was appointed Presiding in 2020 as you reference. I think the compensation may still be the same as what Judge Wheeler was paid. I received raises from neighboring courts somewhat regularly and would request an increase to $3200/month. Louisville is one of my larger courts, but for comparison I receive $3500 from Castle Rock, 3000 from Superior, 2000 from Mead and Estes Park (1/2 day, once a month), and just received a raise in Dacono to 1500 for a morning only court.

I look forward to reviewing the proposed agreement. Thank you Genny.

Best,
*David J. Thrower*




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**Louisville Municipal Judge**
**Salary Comparison with Other Municipalities**
**December 16, 2025**

| Municipality | Salary | Notes |
|---|---|---|
| Castle Rock | $ 3,500.00 | 1.5 days per month |
| Superior | $ 3,000.00 | 1 day per month |
| Mead | $ 2,000.00 | 1 day per month-evening |
| Estes Park | $ 2,000.00 | 1/2 day, once per month |
| Dacono | $ 1,500.00 | 1/2 day, once per month |
| | | |
| Louisville | $ 2,800.00 | Current Salary |
| Louisville | $ 3,200.00 | Proposed Salary |

City of Louisville
COLORADO • SINCE 1878

# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 10C

**SUBJECT:** **RESOLUTION NO. 105, SERIES 2025 – A RESOLUTION APPROVING A LEASE AGREEMENT WITH AVID4 ADVENTURE, INC., FOR LEASE OF CITY PROPERTY LOCATED AT 1501 EMPIRE ROAD**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **VANESSA ZARATE, CECD, ECONOMIC VITALITY MANAGER**
**KATHLEEN KELLY, CITY ATTORNEY**

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

**SUMMARY:**
The City of Louisville owns property at 1501 Empire Road, the former public works facility. In 2020, the City of Louisville entered into an agreement with AVID4 Adventure, Inc. (AVID), to lease the property. Their current lease concludes on December 31, 2025 and we are proposing a new 18-month lease for the property.

In addition, Staff is currently getting an appraisal for the property for potential sale.

**BACKGROUND / PRIOR DISCUSSIONS:**
The City of Louisville owns property at 1501 Empire Road; the property was formerly the Public Works facility. By Resolution No. 1, Series 2020, adopted on January 7, 2020, the City Council approved a Lease Agreement and a form sublease (Attachment 3) with AVID for them to use the property, while maintaining an easement for access to the wastewater facility. The lease has been amended twice, first to reduce the rent to 25% of the amount due in months 5-12 of the lease (June 1, 2020 through January 1, 2021), and then to reduce the monthly per-square-foot amount of rent for the remainder of the lease term and abate the excess rent payments due from AVID to the City until January 1, 2022

The current AVID lease expires December 31, 2025, and staff has worked with the tenant to negotiate a new 18-month lease for AVID to continue to rent the property. This 18-month lease will allow AVID to continue to use the space while Staff obtains an appraisal of the property to help determine next steps for the property.

The current lease requires AVID to pay the City both a base lease rate and 50% of excess rent for indoor and outdoor subleases. The lease payment is due in advance on the first day of each calendar month; the excess rent payment is due within 30 days after receipt by AVID of rent from its sublessees.

The City has received the following amounts from AVID in payment for excess rent during the lease term:

2022 $41,815.50
2023 $15,489.97
2024 $17,880.39
2025 $16,017.57 (paid on December 1, 2025)

The payment received from AVID on December 1, 2025, did not include any amount for excess rent for subleased areas not contained within a building (outdoor storage). Based on the subleases that have been provided to the City, the Finance Director has calculated the amount of excess rent due for 2025 is $22,258.49. AVID has paid $16,017.57, leaving a balance of $6,240.92.

It also appears that AVID's excess rent payments have not included subleases for outdoor storage in some previous years. At some point, based on discussions with Economic Vitality staff, AVID determined it was no longer required to pay excess rent on outdoor storage, despite the lease requirement. (See the last sentence of Section 8.4: "For purposes of this Section 8.4, the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent.")

AVID also started executing subleases that did not meet the form approved by the City Council, and it used these modified subleases to calculate excess rent in lower amounts than were due. These modified subleases were provided to the City for approval, and City staff had them executed without reviewing to confirm they were in the form approved by the City Council.

In connection with this new lease, AVID is requesting City Council forgive its outstanding obligation to pay excess rent on the outdoor storage under the current lease. AVID disputes the Finance Director's calculations and has provided its own calculations that do not correspond with the subleases provided by AVID to the City. Verifying amounts paid for excess rent has been an ongoing challenge for City staff due to lack of documentation provided by AVID. AVID has presented a draft resolution (Attachment 5), which would entirely waive the obligation to pay excess rent on outdoor storage under the current lease.

If the Council decides to waive or reduce the amount of excess rent due, the City Attorney's recommendation is for the City Council to direct the City Attorney to prepare a lease amendment and to limit the waiver or reduction to lease year 2025. The draft resolution prepared by the City Attorney (Attachment 1) provides the City Council with options to address this outstanding and overdue excess rent obligation for 2025.

As of the date of this Council Communication, AVID has also not provided a Certificate of Insurance that complies with the requirements of the current lease. The resolution drafted by the City Attorney also contains a condition to address this requirement, authorizing the Mayor to sign the new lease only upon receipt of a complying Certificate of Insurance.

**ANALYSIS:**
Should the City move forward with the new lease, Council would need to approve the attached new lease for AVID or provide feedback/direction for the lease. The existing lease expires December 31, 2025. Section 12.2 of the current lease provides that if AVID continues to occupy the property after December 31, 2025, with or without the City's consent, the rent due is 150% of the current rent.

Due to the conflicts that have arisen regarding the requirement in the current lease for payment of excess rent for subleases, the new proposed 18-month lease removes the obligation for AVID to remit to the City 50% of amounts received from sublesees of the property for excess rent and increases the base monthly rate to account for this revenue.

**2025 COUNCIL WORK PLAN:**
This lease supports Economic Vitality goals by generating additional income for property not currently being used by City services.

**FISCAL IMPACT:**
The fiscal impact to the City is positive from gained lease revenue and is impacted by the City's maintenance and replacement responsibilities on the property.

**ALTERNATIVE(S):**
The alternative is to not move forward with a new lease, make amendments to the lease and provide direction on the 2025 outdoor storage excess rent payment.

**RECOMMENDATION:**
Staff recommends that the City Council review the lease and provide direction to staff. In addition, staff is requesting direction from City Council on how to address the excess rent for outdoor storage for 2025.

**ATTACHMENT(S):**
1. Resolution No. 105, Series 2025
2. Proposed New AVID Lease
3. LINK to January 7, 2020, Council meeting packet materials with Resolution No. 1, Series 2020
4. Current executed AVID Lease, including First and Second Amendments
5. AVID's proposed resolution for outdoor storage (provided to convey AVID's request to waive the requirement to pay excess rent on outdoor storage)

**RESOLUTION NO. 105**
**SERIES 2025**

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH AVID4 ADVENTURE, INC., FOR LEASE OF CITY PROPERTY LOCATED AT 1501 EMPIRE ROAD**

**WHEREAS,** the City of Louisville, Colorado (the "City") is a home rule municipal corporation and is owner of property formerly used as the City Shops Facility, such property consisting of three enclosed buildings, totaling 20,104 square feet, associated sheds, parking and other improvements situated upon approximately 3.63 acres, located at 1501 Empire Road in Louisville (the "Property"); and

**WHEREAS,** by Resolution No. 1, Series 2020, adopted by the City Council on January 7, 2020, the City Council approved a Lease Agreement with Avid4 Adventure, Inc. for the premises described in Exhibit A to such Lease Agreement, which Lease Agreement expires December 31, 2025; and

**WHEREAS,** by Resolution No. 44, Series 2020, the City Council approved a First Amendment to Lease Agreement and by Resolution No. 1, Series 2021, the City Council approved a Second Amendment to Lease Agreement (the Lease Agreement, as amended by the First and Second Amendments, is referred to herein as the "Current Lease Agreement")

**WHEREAS,** Avid4 Adventure, Inc. has negotiated with the City a new Lease Agreement for lease of the Property, excluding one building as set forth in Section 1.1 of the proposed Lease Agreement and depicted in Exhibit A attached thereto, a copy of which new Lease Agreement accompanies this Resolution; and

**WHEREAS,** the City is authorized to enter into lease agreements for City property pursuant to its home rule charter and other City ordinances, and desires by this Resolution to approve same and authorize its execution; and

**WHEREAS,** the Council hereby finds and determines that execution of the proposed Lease Agreement, subject to the conditions set forth herein, is appropriate and necessary to the functions and operations of the City.

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

**Section 1.** The proposed Lease Agreement (the "Lease") between the City of Louisville and Avid4 Adventure, Inc. ("Lessee"), for the lease of the approximately 3.63 acre Premises located at 1501 Empire Road in Louisville, including two (2) enclosed buildings, is hereby approved in essentially the same form as the copy of such Lease accompanying this Resolution, subject to the following conditions:

A. Receipt by the City of certificate(s) of insurance meeting the requirements of Article 7 of the Lease.

B. Option 1: Payment by Lessee to the City of $6,240.92, representing the remaining amount due for excess rent under the Current Lease Agreement.

OR

Option 2: Approval by City Council of an amendment to the Current Lease Agreement and execution of the same by the parties, which amendment waives the remaining amount due for excess rent for lease year 2025 under the Current Lease Agreement.

C. Revision of Exhibit A to the Lease to remove the enclosed building not included as part of the leased premises (the Brown Storage Building).

**Section 2.** Upon satisfaction of the condition set forth in Section 1 of this Resolution, the Mayor is authorized to execute the Lease on behalf of the City, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Lease prior to execution as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Lease are not altered.

**Section 3.** The Mayor, City Manager and City Staff are further authorized to execute and deliver all documents necessary in connection with the leasing of the Premises and to do all things necessary on behalf of the City to perform the obligations of the City under the Lease approved by this Resolution.

**PASSED AND ADOPTED** this _____ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("LANDLORD" or "City") and **AVID4 ADVENTURE, INC.**, a Delaware corporation ("TENANT").

## ARTICLE 1 – GRANT, TERM AND RENT

**1.1 DEMISED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD certain premises located at and having a street address of 1501 Empire Road, Louisville, Colorado, 80027, including the following two (2) enclosed buildings:

| | |
|---|---|
| Main Building | 17,272 sf |
| Secondary Building | 1,920 sf |

Totaling 19,192 leasable square feet, upon approximately 3.63 acres of property, together with all appurtenances thereto, including but not limited to any parking spaces on the property, all of which, inclusive of the buildings, is hereinafter collectively "the Premises" or "Leased Premises," and are further depicted on Exhibit A attached hereto and incorporated herein by reference. LANDLORD retains full and exclusive use of the Brown Storage Building located on the property, approximately 912 square feet in size, which is not a part of the Leased Premises.

**1.2 TERM.** This lease shall commence on **January 1, 2026** and end on **June 30, 2027**.

**1.3 RENT.** The initial rent under this Lease shall be $21,287.13 per month, payable in advance on the first day of each month. Rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

**1.4 TAXES & OTHER CHARGES.** TENANT shall be responsible for the payment of all taxes attributable to the Premises, including but not limited to all ad valorem property taxes and special assessments imposed upon the Premises; all sales, excise, rental, and use taxes imposed by law on the rent due hereunder; and all sales, use or

excise taxes due as a result of any work or operations performed by TENANT in or upon the Premises.

**1.5 SECURITY DEPOSIT.** TENANT shall maintain on deposit with LANDLORD at all times during the terms of this Lease, the sum of nineteen thousand two hundred sixty-six dollars and 33/100 ($19,266.33) for the purposes hereinafter set forth. If at any time TENANT shall be in default in the performance of any of the terms, provisions, covenants and conditions of this Lease on the part of TENANT to be done and performed, LANDLORD shall have the right to apply the said deposit, or so much thereof as may be necessary, toward the reimbursement of LANDLORD for any expense incurred by it by reason such default in performance, and toward the payment of any damage suffered by LANDLORD by reason of such default including collection and reasonable attorneys' fees; and in the event such deposit shall be diminished or depleted by any such payment from or application of the same, TENANT shall and will forthwith pay to LANDLORD such sum as shall be necessary to restore said deposit to the original amount thereof above mentioned. If the amount of said discharge shall exceed such expenses and damages, TENANT shall be and remain liable for the balance thereof remaining unpaid and forthwith shall pay the amount of such balance and deficiency to LANDLORD. The said deposit shall not bear any interest to TENANT, and LANDLORD shall return to TENANT such part or portion of said deposit as shall not be required to pay, discharge and reimburse the said expenses and damages.

## ARTICLE 2 - UTILITIES

**2.1. TENANT TO OBTAIN.** TENANT shall contract in its own name and shall promptly pay when due all charges for all electric, telephone, gas, sewer, water, trash hauling, and all other utilities furnished to or used in connection with the Premises.

**2.2 NON-LIABILITY.** LANDLORD shall have no liability for damage or loss suffered by the business or occupation of TENANT arising from the lack, insufficiency, or failure of any utilities servicing the Premises, unless such failure of utilities is caused by LANDLORD.

## ARTICLE 3 - CONDUCT OF BUSINESS BY TENANT

**3.1 USE OF LEASE PREMISES.** The Premises shall be used by TENANT solely for office/industrial/storage purposes (the "Permitted Use"). TENANT shall operate its business in an efficient and reputable manner, and shall employ adequate and competent personnel in attendance during TENANT's standard hours of operation. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises. Any use of the Premises for or involving sale, cultivation, consumption, storage, manufacture or other activities involving recreational or medical marijuana is prohibited. TENANT shall not permit any objectionable or unpleasant odors to emanate from the Premises, nor, except as approved in writing by

the LANDLORD, place or permit any antenna, radio, or other projections on the roof or outside the Premises; nor take any other action that in the reasonable judgment of LANDLORD would constitute a nuisance. TENANT additionally covenants not to perform any act on or about the Premises prohibited by law nor omit to perform any act required by law in connection with the use or operation of the Premises; nor to use or maintain the Premises in such a manner as to constitute an actionable nuisance to LANDLORD or any third party; and not to commit or permit waste of the Premises. TENANT shall comply with and observe all easements and all restrictive covenants and conditions that may affect or apply to the Premises, or any portion thereof, from time to time. Except as may be otherwise provided herein, TENANT shall procure, at its sole cost and expense, all approval, permits, and licenses required for the operation of the Permitted Use in the Premises and the placement of any improvements in the Premises and, in the event TENANT is unable to obtain said permits on terms acceptable to TENANT, TENANT may terminate this Lease. TENANT shall otherwise comply with all applicable laws, ordinances and governmental regulations. Any community events, special events, retail service or consumption of alcoholic beverages, outdoor recreational activities or temporary uses held on the Premises shall comply with all applicable laws, ordinances and governmental regulations, including without limitation requirements to obtain any necessary special events permits, temporary use permits and state and local liquor permits and to comply with the requirements of such permits, including but not limited to time restrictions, required off-street parking, and permit provisions to control noise and nuisance effects. Should TENANT desire to expand the use of the Premises to include uses not currently allowed by zoning, TENANT must follow all applicable laws, ordinances and governmental regulations to request and seek approval for such use on the Premises.

**3.2 GOVERNMENTAL REGULATION.** TENANT shall, at its expense, comply with all Federal, State and local laws, ordinances, orders, rules and regulations pertaining to the use and operation of the Premises pursuant to this Lease, as now or hereafter in force. In the event that TENANT's use of the Premises constitutes a violation of any of the foregoing, then such violation, if continued uncured, shall constitute a default hereunder.

**3.3 QUIET ENJOYMENT.** TENANT shall have the right of quiet enjoyment of the Premises subject to the terms, conditions, and covenants of this Lease.

## ARTICLE 4 - LIENS

**4.1 PAYMENT FOR WORK.** TENANT shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the Premises at the instance of TENANT.

**4.2 LIENS.** TENANT shall have no power to subject LANDLORD's interest in the Premises to mechanic's or materialmen's liens of any kind. TENANT further acknowledges that under state law public property is not subject the existence of any such lien, and any lien that is not discharged by TENANT or bonded off within thirty (30)

days shall be a material breach of this Lease. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for any payment or any claim, expenses, legal fees, or court costs. LANDLORD shall have the right, but not the obligation to discharge or transfer to bond any lien filed against the Premises by the TENANT's contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof, and any discharge by LANDLORD may be with funds from the deposit received under Section 1.6. Any cost or expense, including reasonable attorneys' fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT within fifteen (15) days shall constitute a default under this Lease. LANDLORD in its discretion shall have the right to post the property and provide notice to any contractors of LANDLORD's non-liability for work, labor or materials supplied on behalf of TENANT, and, further, to advise contractors that mechanic's or materialmen's liens may not be asserted against public property.

## ARTICLE 5 - MAINTENANCE OF PREMISES

**5.1 MAINTENANCE BY TENANT.** Except for LANDLORD's responsibilities as set forth in Section 5.3 below, TENANT shall at all times keep and maintain, at its sole cost and expense, the Premises, and all improvements (including buildings) located thereon, including exterior entrances, roofing, and all glass and windows, all floors, and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, electrical equipment, plumbing fixtures and equipment, heating, ventilating and air conditioning equipment, in as good order and repair as existed upon commencement of this Lease, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall at its sole cost and expense make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar kind and quality to the original improvements, unless changes in material and quality are approved in writing by LANDLORD in advance, which approval may not be unreasonably withheld.

**5.2 FAILURE TO MAINTAIN.** If TENANT fails to maintain the Premises as required hereunder to the reasonable satisfaction of LANDLORD, then thirty (30) days after TENANT's receipt of written request from LANDLORD (except in the event of an emergency, in which event no more than twenty-four (24) hours notice shall be required), LANDLORD shall have the right to enter the Premises and to make such repairs at TENANT's expense, and upon completion thereof TENANT shall pay as additional rent LANDLORD's reasonable costs for making such repairs upon presentation of the bill therefor. Such payment shall be due within thirty (30) days after TENANT's receipt of an invoice therefor.

**5.3 LANDLORD MAINTENANCE OBLIGATIONS**. Notwithstanding anything to the contrary in Section 5.1 above, LANDLORD shall be responsible for (a) replacement of the roof of the Premises, HVAC equipment, and electrical or plumbing equipment, (b) structural or exterior replacements or additions to any improvements on the Premises (excluding doors or windows), and (c) any other capital replacements or improvements,

except to the extent that the same were necessitated by the negligent or wrongful actions or omissions of TENANT, its employees, agents or licensees, all as the City in its reasonable discretion may deem necessary (collectively, “Capital Expenses”). The cost of such Capital Expenses shall be amortized over the useful life of such Capital Expenses and the annual amortized cost shall be invoiced by LANDLORD to TENANT annually, with such invoices payable within thirty (30) days of receipt by TENANT.

## ARTICLE 6 - OWNERSHIP OF IMPROVEMENTS, EXTERIOR APPEARANCE

**6.1 OWNERSHIP OF IMPROVEMENTS.** Any or all installations, alterations, additions, partitions and fixtures other than TENANT’S furniture, trade fixtures, and equipment in or upon the Premises, whether placed there by TENANT or LANDLORD, shall, immediately upon such placement, become the property of LANDLORD without compensation therefor to TENANT. Notwithstanding anything herein contained, LANDLORD shall be under no obligation to repair, maintain or insure such installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of TENANT.

**6.2 TERMINATION.** This Lease shall terminate upon expiration of the term set forth in Section 1.2 or at such earlier time as this Lease may be terminated by LANDLORD or TENANT as provided herein. Upon expiration or termination of this Lease, TENANT shall at its sole expense perform all obligations of TENANT set forth in Section 12.1 and shall surrender and deliver up the Premises to LANDLORD clear of TENANT’s personal property and any personal property of TENANT’S sublessees. In the event TENANT fails to remove such items from the Premises or fails to perform any other obligations of TENANT set forth in Section 12.1, TENANT shall be in breach and, in addition to all remedies in Section 9.3, the LANDLORD shall have the right but not the obligation to remove such items at TENANT’s expense. At LANDLORD’s election, any such items which TENANT has failed to remove from the Premises upon said expiration or termination hereof shall become the property of LANDLORD. All remedies for breach of this Section 6.2 and Section 12.1 shall be cumulative, and all rights and all provisions of this Section 6.2 and Section 12.1 shall survive any termination or expiration of this Agreement.

**6.3 TERMINATION FOR LANDLORD USE.** LANDLORD is a municipality and has an obligation to provide necessary services to its residents. Notwithstanding the notice period set forth in Section 1.2, should the Premises be needed by LANDLORD for its purposes and no other land owned by LANDLORD can satisfy the need, as determined by the LANDLORD in its sole discretion, LANDLORD may terminate this Lease by giving TENANT one hundred fifty (150) days written notice of the day TENANT must vacate the Premises.

## ARTICLE 7 - INSURANCE AND INDEMNITY

**7.1 INSURANCE.** TENANT shall at its own expense procure and maintain a policy or policies of insurance providing for the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the LANDLORD. All coverages shall be continuously maintained from the date of commencement of the Lease to cover all liability, claims, demand, and other obligations arising from or assumed by the TENANT under this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The TENANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

**7.2 REQUIRED COVERAGES.** The minimum insurance coverages required of TENANT shall be as follows:

(a) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) 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), blanket contractual, independent TENANT's, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(b) Property casualty insurance sufficient and reasonably acceptable to LANDLORD to insure all buildings on the Premises against loss or damage by fire and such other hazards as are currently embraced in the standard coverage endorsements, on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

(c) Worker's compensation or employer's liability insurance as may be required by law.

**7.3 GENERAL.** The policies required above shall be endorsed to include the LANDLORD and its elected and appointed officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the LANDLORD, its officers, or its employees, shall be excess and not contributory insurance to that provided by TENANT. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The TENANT shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the TENANT's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be provided to LANDLORD before

TENANT occupies the Premises. All insurance policies are subject to review and approval by the LANDLORD. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the LANDLORD. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The LANDLORD reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the TENANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the LANDLORD may terminate this Lease, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the LANDLORD shall be repaid by TENANT to the LANDLORD upon demand. Self-insurance shall not constitute compliance with the minimum insurance coverages required by this Section.

**7.4 TENANT'S GENERAL INDEMNIFICATION.** TENANT shall be solely responsible for any damages suffered by the LANDLORD or others as a result of TENANT's use and occupancy of the Premises. TENANT agrees to indemnify and hold the LANDLORD, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from, or in any way connected with (a) TENANT's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of TENANT's use or occupancy thereof; or (c) the rights and obligations of the TENANT under this Lease.

## ARTICLE 8 - ASSIGNMENT AND SUBLETTING

**8.1 CONSENT REQUIRED.** TENANT may not sell, assign, sublet, or transfer ("Transfer") this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, or permit any business to be operated in or from the Premises by any licensee or concessionaire, without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or denied. Any Transfer which is not in compliance with the provisions of this Article shall, at the option of LANDLORD, be void and of no force or effect. Any Transfer of TENANT's interest in this Lease or the Premises by operation of law, regardless of whether the same is characterized as voluntary or involuntary, shall be construed as an "assignment" prohibited by this Article. Upon such permitted Transfer, assignee or sublessee shall assume all obligations of TENANT under this Lease provided that any assignee has first executed an assumption agreement as provided in Section 8.2. Further, LANDLORD's written consent to any one Transfer shall not act as a waiver of the requirements of consent with respect to any subsequent Transfer. Notwithstanding the foregoing, TENANT may make a collateral assignment of its interest in this Lease for security purposes to the holders of deeds of trust or mortgages on TENANT's improvements or as security in connection with corporate refinancing without requiring LANDLORD consent; provided, however, that no such collateral

assignment shall encumber or purport to encumber any real property constituting the Premises.

**8.2 ASSUMPTION AGREEMENT.** Any assignee including a collateral assignee of TENANT shall execute and deliver to LANDLORD an assignment agreement in a form satisfactory to LANDLORD prior to the effective date of the proposed assignment. Any Transfer made in violation of this Article 8 shall be considered void and of no force or effect.

**8.3 INFORMATION TO LANDLORD.** TENANT shall provide for any proposed Transfer all information reasonably requested by LANDLORD, including (i) the name and address of the proposed subtenant, assignee, pledgee, mortgagee or transferee, (ii) a reasonably detailed description of such person or entity's business, (iii) reasonably detailed financial references for such person or entity, (iv) a true and complete copy of the proposed sublease, assignment, pledge, mortgage or other conveyance and all related documentation, and (v) such other information as LANDLORD may reasonably require.

**8.4 NO RELEASE.** No Transfer, occupancy, or collection of rent from any proposed transferee shall be deemed a waiver on the part of LANDLORD, or the acceptance of a transferee as TENANT, and no Transfer shall release TENANT from TENANT's obligations under this Lease or alter the primary liability of TENANT to pay rent and to perform all other obligations to be performed by TENANT hereunder. LANDLORD may require that any transferee remit directly to LANDLORD on a monthly basis, all monies due TENANT by said transferee, and each sublease shall provide that if LANDLORD gives said sublessee written notice that TENANT is in default under this Lease, said sublessee will thereafter make all payments due under the sublease directly to or as directed by LANDLORD, which payments will be credited against any payments due under this Lease. TENANT hereby irrevocably and unconditionally assigns to LANDLORD all rents and other sums payable under any sublease of the Premises; provided, however, that LANDLORD hereby grants TENANT a license to collect all such rents and other sums so long as TENANT is not in default under this Lease. Consent by LANDLORD to one Transfer shall not be deemed consent to any subsequent Transfer. In the event of a default by any Transferee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against such transferee or successor. LANDLORD may consent to subsequent Transfers of the Lease or amendments or modifications to the Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto, and any such actions shall not relieve TENANT of liability under this Lease.

## ARTICLE 9 - DEFAULT OF TENANT OR LANDLORD

**9.1 DEFAULT OF TENANT.** TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following:

(a) TENANT's failure to pay rent within ten (10) days after written notice from LANDLORD that such sums are due and owing;

(b) TENANT's continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, unless such failure can not reasonably be cured within thirty (30) days and in that event TENANT shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure;

(c) The bankruptcy of, or appointment of a receiver or trustee for, TENANT;

(d) TENANT voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization, or insolvency law;

(e) TENANT's making of any general assignment of this Lease for the benefit of creditors;

(f) Any sale, transfer, assignment, sublease, or other disposition prohibited herein; or

(g) TENANT doing or permitting to be done anything that creates a lien upon the Premises if TENANT fails to obtain the release of any such lien or bond off any such lien within a commercially reasonable time period.

**9.2 LANDLORD'S REMEDIES.** If TENANT fails to cure any default described in 9.1 within twenty (20) days, LANDLORD may exercise any one or all of the following options, provided that such is not in conflict with the Default and Remedy laws of the State of Colorado:

(a) Terminate TENANT's right to possession under this Lease and reenter and take possession of the Premises and relet or attempt to relet the Premises on behalf of TENANT, at such rental and upon such terms and conditions as LANDLORD may, in the exercise of LANDLORD's reasonable discretion, deem best under the circumstances for the purpose of reducing TENANT's liability. LANDLORD shall not be deemed to have thereby accepted a surrender of the Premises and TENANT shall remain liable for all rental and other charges due under this Lease and for all damages suffered by LANDLORD because of TENANT's breach of any of the covenants of this Lease. At any time during such repossession or reletting, LANDLORD may, by delivering written notice to TENANT, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of LANDLORD.

Notwithstanding the foregoing, LANDLORD will seek to mitigate its damages caused by TENANT as required under Colorado law.

(b) Provide written notice that the Lease is terminated and LANDLORD has the right to reenter upon and take possession of the Premises within twenty (20) days of such notice, whereupon the term hereby granted and all right, title, and interest of TENANT in the Premises shall terminate. Such termination shall be without prejudice to LANDLORD's right to collect from TENANT any rent or other charges or sums that have accrued prior to such termination, together with all damages suffered by LANDLORD because of TENANT's breach of any covenant contained in this Lease.

(c) Exercise any and all rights, remedies, and privileges that LANDLORD may have under applicable law or in equity, or under this Lease.

**9.3 DEFAULT OF LANDLORD.** Except as otherwise provided in this Lease, LANDLORD shall be in default under this Lease if LANDLORD fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice from TENANT to LANDLORD (unless such failure cannot reasonably be cured within thirty (30) days and in that event LANDLORD shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). TENANT shall have no right of setoff against rent. TENANT may pursue as a remedy damages, recoupment, or counterclaims for any damages that TENANT may have sustained by reason of LANDLORD's failure to perform any of the terms, covenants or conditions contained in this Lease.

## ARTICLE 10 - ACCESS BY LANDLORD

LANDLORD or LANDLORD'S agents shall have the right to enter the Premises upon reasonable notice to examine and inspect the same, to show the Premises to prospective purchasers, to determine compliance with the terms of this Lease, to make alterations, repairs, improvements or additions as LANDLORD may deem necessary or desirable, or to conduct such other inspections and activities of LANDLORD, provided the same do not unreasonably interfere with TENANT’s use and enjoyment of the Premises. Nothing herein contained shall be deemed or construed to impose upon LANDLORD any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises, nor any part thereof or any improvements, fixtures or property located thereon, except as otherwise specifically provided herein.

## ARTICLE 11 - TENANT'S PROPERTY

**11.1 TAXES ON TENANTS PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by the TENANT.

**11.2 LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise. LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage; nor shall LANDLORD be liable for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, excepting only liability to the extent resulting from gross negligence or willful and wanton acts or omissions of LANDLORD. It is acknowledged and understood by TENANT that the safety and security of any property of TENANT is the sole responsibility and risk of TENANT.

## ARTICLE 12 - SURRENDER OF PREMISES, HOLDING OVER

**12.1 SURRENDER OF PREMISES.** Upon the expiration or termination of this Lease as provided herein, TENANT shall surrender possession of the Premises with all personal property of TENANT and any of TENANT'S sublessees removed. Any items of personal property not removed shall, at LANDLORD's option, become the property of the LANDLORD, and TENANT shall execute and deliver to the LANDLORD a Bill of Sale for such items of personal property. Any fixtures, structures, or improvements installed by TENANT or located on the leased Premises at the time of termination shall be deemed the property of the LANDLORD.

**12.2 HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the term hereof without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises. Any holding over after the expiration of the term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy at sufferance, and LANDLORD shall be entitled to collect rental as provided by law for such tenancy, but not less than one hundred fifty percent (150%) of the monthly rental rate set forth in Article 1, together with all other rent and charges due hereunder.

## ARTICLE 13 – CONDEMNATION

If during the term of this Lease or any renewal hereof, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises is condemned or taken in any manner for public use to an extent that constitutes an unreasonable interference with TENANT's business operations, then in either event TENANT may elect to terminate this Lease as of the date of the vesting of title in such public authority. LANDLORD shall be entitled to that portion of condemnation award attributable to LANDLORD's interest in the Premises. TENANT shall be entitled to that portion of the condemnation award attributable to TENANT's leasehold interest in the Premises, the loss of all improvements, trade fixtures and other personal property on the Premises, all business losses and relocation costs.

## ARTICLE 14 - DESTRUCTION OF PREMISES

**14.1 TOTAL DESTRUCTION.** If the Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that constitutes an unreasonable interference in TENANT's business operations, then TENANT shall have the option of terminating this Lease upon written notice to LANDLORD within thirty (30) days after such casualty loss, in which event rent and all other payment obligations herein shall cease as of the date of such casualty, and neither LANDLORD nor TENANT shall have any further obligations or rights hereunder except with respect to those provisions which expressly survive termination of this Agreement.

**14.2 PARTIAL DESTRUCTION.** In the event of fire or other casualty and TENANT elects to continue under this Lease as provided in Section 14.1, then TENANT shall restore the Premises to the same or better condition as existed prior to such fire or other casualty. TENANT shall commence restoration of the Premises as soon as reasonably possible and thereafter proceed with diligence to complete such restoration as soon thereafter as is practical. During any restoration hereunder, TENANT shall receive a proportionate reduction in the rent until all facilities are restored, unless TENANT is unable, in its reasonable discretion, to continue operating the Premises, in which event all rent shall abate until TENANT re-opens for business.

**14.3 NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of all rent obligations hereunder.

**14.4 NOTICE BY TENANT.** TENANT shall give immediate notice to LANDLORD in case of fire or other casualty or accident on the Premises.

## ARTICLE 15 – SIGNS

TENANT shall have the right to affix such signs as customarily are used in its business upon the windows, doors, interior and exterior walls of the Premises, and such free-standing signs as may seem appropriate to TENANT and are authorized by any governmental authority having jurisdiction over the Premises. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign, or building codes for the placement of any signage.

## ARTICLE 16 – ACCEPTANCE & TENANT IMPROVEMENTS

**16.1 GENERAL ACCEPTANCE.** LANDLORD shall deliver the Premises to TENANT upon commencement of the term of this Lease. The taking of possession of the Premises shall be deemed an acceptance of the same by TENANT in its "AS IS" and present condition whether patent or latent, without representation or warranty or representation of any kind as to the condition thereof, and without any obligation of

LANDLORD to modify, repair, replace, improve or maintain the Premises for TENANT. Landlord agrees the existing HVAC, roof, electrical, lighting and plumbing systems shall be placed in good working order at the time of delivery. TENANT shall be responsible at its expense for any upgrades to such existing systems, excluding necessary replacements in accordance with Section 5.3 above.

**16.2 TENANT'S IMPROVEMENTS.** TENANT shall be responsible for construction, alterations, replacements, additions, repairs, fixtures, and improvements to the Premises required for TENANT's Permitted Use, all of which shall be at TENANT's sole cost and expense except as expressly provided in Section 5.3 hereof. TENANT's work shall not be commenced unless and until final written plans and specifications have been submitted to and approved by LANDLORD, which approval may not be unreasonably withheld; provided, however, that LANDLORD approval shall not be required for TENANT work with a cost of less than $5,000 for any individual project that does not involve structural work or roof penetrations. Any such plans and specifications shall include a site plan, elevations, and all other information required for issuance of a building permit, and shall be prepared and submitted to LANDLORD at least sixty (60) days prior to the date of commencement of the work. LANDLORD shall have thirty (30) days from receipt thereof to disapprove of such plans and specifications. If LANDLORD does not respond within thirty (30) days of receipt, LANDLORD shall be deemed to have approved the work. All work shall be completed in compliance with all codes, ordinances, rules and regulations of any authority, in a good and workmanlike manner by licensed contractors with appropriate building permits. TENANT agrees that all contractors performing work on the Premises shall maintain commercial liability insurance of at least Two Million and No/100 Dollars ($2,000,000.00). All entries on the Premises and all work done by or on behalf of the TENANT shall be at TENANT's sole risk. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use or building codes for approval of any work upon the Premises.

All materials and equipment furnished by TENANT in its improvement of the Premises shall be new unless otherwise specified in the approved plans and specifications. All of TENANT's work to be performed on the Premises shall be of good and workmanlike quality, free from faults and defects, and in accordance with the approved plans and specifications and legal requirements. Any of TENANT's work not conforming to the above standards shall be considered defective.

LANDLORD hereby approves TENANT work in the nature of (i) addition of three (3) compartment sinks, washer and dryers to the back North Facing warehouse; and (ii) adding exterior beautification (i.e., turf or grass), provided that the same comply with all applicable codes and regulations.

## ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

**17.1 TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized and existing Delaware corporation; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

**17.2 LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD has the full right and authority to enter into this Lease; (b) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (c) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

## ARTICLE 18 - NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be deemed to be delivered (a) whether or not actually received, three (3) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (b) when received (or when receipt is refused) if delivered personally, sent by facsimile transmission, or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of LANDLORD and TENANT as set forth in this Section. Such address may be changed by written notice to the other party in accordance with this Section.

If to LANDLORD:

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

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

If to TENANT:

Avid4 Adventure Inc.
Attn: Paul Dreyer
1501 Empire Road
Louisville, CO 80027

With a copy to:
Hutchinson, Black & Cook LLC
Attn: Justin C. Konrad
921 Walnut Street, Suite 200
Boulder, CO 80302

## ARTICLE 19 - ESTOPPEL CERTIFICATE

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, and, if true at the time requested, there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent

reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of TENANT or LANDLORD, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if not, specifying the same.

## ARTICLE 20 - HAZARDOUS SUBSTANCES

**20.1 HAZARDOUS SUBSTANCES INDEMNITY.** TENANT shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining LANDLORD's prior written consent. If any Hazardous Substance is used, stored, generated, or disposed of on, in, or about the Premises except as permitted above, or if the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of TENANT or any of its employees or contractors, TENANT shall indemnify, defend and hold harmless LANDLORD from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (, and expenses arising during or after the term of this Lease and arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if TENANT causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, TENANT, at its sole expense, shall promptly take any and all necessary actions to return the Premises to the same condition that existed prior to the presence of any such Hazardous Substance on, in, or about the Premises. TENANT shall first obtain LANDLORD's approval for any such remedial action, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this indemnification shall only apply to contamination by Hazardous Substances resulting from TENANT'S use and operation of the Premises. Nothing herein contained shall be held to indemnify LANDLORD from liability for Hazardous Substances contamination resulting from LANDLORD'S ownership, use or operation, or the use or operation by any third party in, on or under the Premises or arising out of conditions existing on the Premises prior to the commencement of TENANT's first possession of the Premises.

**20.2 DEFINITION.** As used herein, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Premises are located, or the United States government. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls and petroleum. The provisions under this entire Article shall survive the expiration or earlier termination of this Lease.

## ARTICLE 21 - FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delay"), such

party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

## ARTICLE 22 - ADDITIONAL TERMS

**22.1 PLUMBING.** Plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance other than those generally used during the operation of office uses shall be deposited therein. The cost and expense of any breakage, stoppage or damage resulting from a violation of this provision shall borne by TENANT.

**22.2 SECURITY.** TENANT shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.

**22.3 GARBAGE.** TENANT shall pay all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

**22.4 VIOLATIONS.** Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of TENANT, its employees or agents, shall be paid by TENANT within thirty (30) days after receipt of said notice by TENANT, unless reasonably contested by TENANT.

**22.5 APPROVALS.** Nothing in this Lease is intended or shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign or building codes for approval of any development, work, signs, or improvements upon the Premises.

**22.6 NO WAIVER OF IMMUNITY.** LANDLORD is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to LANDLORD and its officers and employees.

**22.7 SUBJECT TO ANNUAL APPROPRIATIONS.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of LANDLORD not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of LANDLORD hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. TENANT understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

**22.8 SUBORDINATION.** This Lease and the rights of TENANT hereunder shall be and are hereby made subject and subordinate to the lien of any bond, loan, indenture, borrowing or other instrument of any kind now or hereafter existing against the property encompassing the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof. Although such subordination shall be self operating, TENANT, or its successors in interest, shall upon LANDLORD's request, execute and deliver upon the demand of LANDLORD any and all instruments desired by LANDLORD, subordinating, in the manner reasonably requested by LANDLORD, this Lease to any such bond, loan, indenture, borrowing or other instrument.

**22.9 NO STORAGE AREAS.** TENANT acknowledges that the areas depicted as No Storage Areas on Exhibit A are areas with underground utilities. TENANT agrees that is shall not construct or install within the No Storage Areas any buildings, structures, or hardscape improvements, or place or store within the No Storage Areas any immobile shipping or storage containers or any other items that cannot be moved from the No Storage Area immediately upon demand. In the event access to or work upon the utilities within the No Storage Areas requires disturbance of any items placed by TENANT within the No Storage Areas, LANDLORD shall not be required to repair or replace any such disturbance.

**22.10 RESERVED STORAGE SPACE OF LANDLORD.** LANDLORD and TENANT agree that LANDLORD shall have the reserved right throughout the term to install and utilize cabinet space within what is currently Office 113 of the Main Building for installation and operation of City of Louisville IT equipment. TENANT agrees to pay for the electricity supplied for the IT equipment (i.e., such use will not be separately metered or billed to the LANDLORD). TENANT shall allow LANDLORD access to the IT cabinet during business hours and after hours via a key or other entry system mutually agreed by the parties, and LANDLORD shall use reasonable efforts to provide advance notice to and coordinate access to the cabinet with TENANT. LANDLORD is responsible for all costs associated with the IT cabinet except electricity charges.

## ARTICLE 23 - MISCELLANEOUS

**23.1 WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

**23.2 ACCORD AND SATISFACTION.** No payment by TENANT or acceptance by LANDLORD of a lesser amount than sums herein stipulated shall be deemed to be other than on account of the due sums, nor shall any endorsement or statement on any

check or in any letter accompanying any check or payment prejudice LANDLORD's right to recover the balance or such rent or pursue any other remedy provided in this Lease, unless otherwise agreed to by LANDLORD.

**23.3 CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of, such sections.

**23.4 ENTIRE AGREEMENT**. This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between LANDLORD and TENANT concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT until reduced to writing and signed by LANDLORD and TENANT.

**23.5 PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**23.6 SURVIVAL.** All of the terms and conditions of Sections 6.2 and 12.1 of this Lease, and all other terms and conditions of this Lease concerning release, indemnification, termination, remedies, and enforcement, shall survive termination of this Lease.

**23.7 APPLICABLE LAW & VENUE.** The parties hereto shall be bound by and this Lease shall be construed according to the laws of the State of Colorado. Venue for any litigation concerning this Lease shall be in the District Courts of Boulder County, Colorado.

**23.8 RECORDING.** A memorandum of this Lease may be recorded by LANDLORD or TENANT in the public records at the recording party's expense.

**23.9 COSTS OF ENFORCEMENT.** In the event that LANDLORD shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that LANDLORD shall retain an attorney for the purpose of collecting any sum due hereunder or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding or otherwise against the TENANT, the LANDLORD shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' and legal assistants' fees, and costs and expenses, including expert witness fees and expenses.

**23.10 CONSENT.** Wherever in this Lease LANDLORD or TENANT is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**23.11 TRANSFER OF LANDLORDS INTEREST.** The term "LANDLORD" shall mean only the owner, for the time being, of the Premises, and in the event of the transfer by such owner of its interest in the Premises, then notwithstanding anything to the contrary contained herein, such owner shall thereupon automatically be released and discharged from all covenants and obligations of the LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the term of this Lease upon each new owner for the duration of such owner's ownership. Notwithstanding the foregoing, any such owner shall remain obligated to TENANT for any and all deposits paid by TENANT hereunder until such time as said deposits are transferred to and accepted by any new owner and notice given to TENANT.

**23.12 SUCCESSORS.** All rights and liabilities herein given to or imposed upon the parties hereto shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, successors and assigns and, except as may be otherwise set forth herein, if there shall be more than one TENANT, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless such assignment has been approved by LANDLORD in writing as provided elsewhere in this Lease.

**23.13 COUNTERPARTS.** This Lease may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as the day and year first above and written.

**LANDLORD:**
**CITY OF LOUISVILLE,**
a Colorado home rule municipal corporation

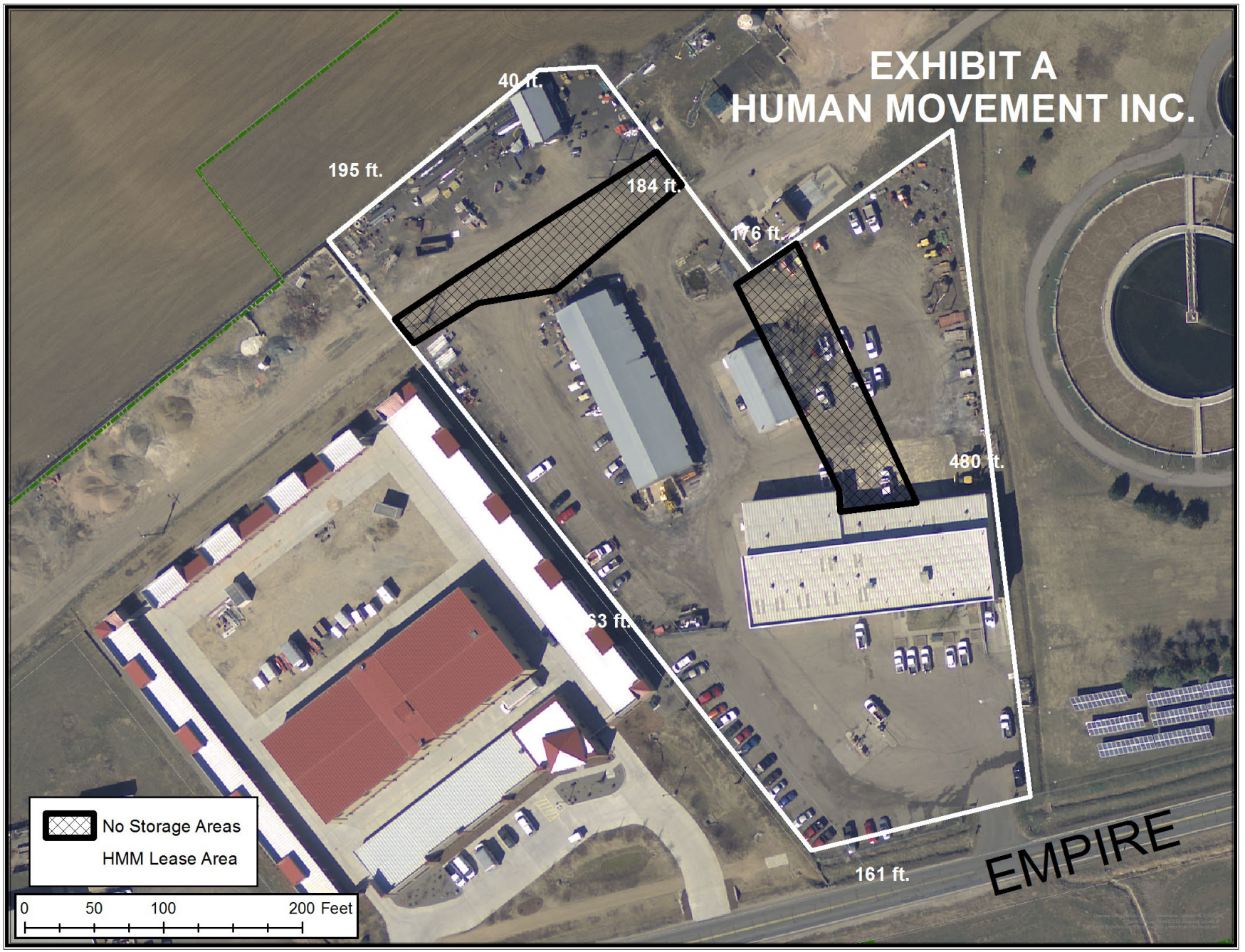
By: _____
Christopher M. Leh, Mayor

ATTEST:

By:_____
Genny Kline, City Clerk

**TENANT:**
**AVID4 ADVENTURE, INC .**
a Delaware corporation

By: _____
Paul Dreyer, CEO


EXHIBIT A
HUMAN MOVEMENT INC.
40 ft.
195 ft.
184 ft.
176 ft.
480 ft.
161 ft.
EMPIRE
No Storage Areas
HMM Lease Area
0
50
100
200 Feet

# LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("LANDLORD" or "City") and **AVID4 ADVENTURE, INC.**, a Delaware corporation ("TENANT").

## ARTICLE 1 – GRANT, TERM AND RENT

**1.1 DEMISED PREMISES.** In consideration of the rents, covenants, and agreements herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD certain premises located at and having a street address of 1501 Empire Road, Louisville, Colorado, 80027, containing three (3) enclosed buildings:

| | |
|---|---|
| Main Building | 17,272 sf |
| Secondary Building | 1,920 sf |
| Brown Storage Building | 912 sf |

totaling 20,104 leasable square feet, upon approximately 3.63 acres of property, together with all appurtenances thereto, including but not limited to any storage sheds or parking spaces on the property, all of which inclusive of the buildings is hereinafter collectively "the Premises" or "Leased Premises," and are further depicted on Exhibit A attached hereto and incorporated herein by reference.

**1.2 TERM.** Unless sooner terminated as provided herein, this Lease shall be for a term commencing on February 1, 2020 and ending on December 31, 2025 ("Initial Term").

**1.3 RENT.** In consideration of said demise, TENANT agrees to pay to LANDLORD for the Premises rent in equal monthly installments for the Initial Term as set forth in the following table:

| Month | Rate PSF | Monthly Gross Rent | Annual Gross Rent |
|---|---|---|---|
| Months 1-4 | $8.00 | $13,402.67 | $160,832.00* |
| 5-12 | $8.00 | $13,402.67 | $160,832.00 |
| 13-24 | $11.00 | $18,428.67 | $221,144.00 |
| 25-36 | $11.33 | $18,981.53 | $227,778.32 |
| 37-48 | $11.67 | $19,550.97 | $234,611.67 |
| 49-60 | $12.02 | $20,137.50 | $241,650.02 |
| 61-72 | $12.38 | $20,741.63 | $248,899.52 |

* Notwithstanding anything to the contrary contained in this Lease, and as set forth in the Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc., LANDLORD agrees not to demand or collect from TENANT monthly gross rent for the first four (4) months of the Initial Term (the "Abatement Period") (collectively, the "Rent Abatement"). The Rent Abatement afforded by this Section will be of no force or effect if there has occurred, as of the date on which any installment of Monthly Gross Rent would otherwise be due during the Abatement Period, (i) a default beyond any applicable notice and cure period, or

(ii) an assignment of the Lease has occurred or a sublease of all or any portion of the Premises exists, for which the City's prior approval has not been obtained. Except for such Rent Abatement, all of the terms and conditions of this Lease will be applicable during the Abatement Period. Following the Abatement Period, rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

**1.4 RENEWAL OPTION.** LANDLORD hereby grants to TENANT an option to renew this Lease for one (1) five (5) year period ("Renewal Term"), subject to the parties' rights of termination herein. The Renewal Term shall be upon the same terms, covenants and conditions as set forth in this Lease as they exist at the time of such renewal, except that the rent for the initial year of each Renewal Term shall be set at the then-current market rate for industrial/flex space within the Colorado Technology Center and each successive year of the Renewal Term shall be increased by three percent (3%) over the rent for the prior year. The Initial Term and Renewal Term are collectively referred to herein as the "term" and are subject to parties' rights of termination as set forth herein. If TENANT wishes to exercise its option to renew this Lease for any Renewal Term, it shall give written notice with its intent to LANDLORD no less than one hundred and eighty (180) days prior to the expiration date of the Lease. Should LANDLORD exercise its rights to terminate this Lease as provided in Section 6.3, any future renewal options afforded under this Section will not be allowed.

**1.5 TAXES & OTHER CHARGES.** TENANT shall be responsible for the payment of all taxes attributable to the Premises, including but not limited to all ad valorem property taxes and special assessments imposed upon the Premises; all sales, excise, rental, and use taxes imposed by law on the rent due hereunder; and all sales, use or excise taxes due as a result of any work or operations performed by TENANT in or upon the Premises.

**1.6 SECURITY DEPOSIT.** TENANT shall place and maintain on deposit with LANDLORD at all times during the terms of this Lease, the sum of nineteen thousand two hundred sixty-six dollars and 33/100 ($19,266.33) for the purposes hereinafter set forth. If at any time TENANT shall be in default in the performance of any of the terms, provisions, covenants and conditions of this Lease on the part of TENANT to be done and performed, LANDLORD shall have the right to apply the said deposit, or so much thereof as may be necessary, toward the reimbursement of LANDLORD for any expense incurred by it by reason such default in performance, and toward the payment of any damage suffered by LANDLORD by reason of such default including collection and reasonable attorney's fees; and in the event such deposit shall be diminished or depleted by any such payment from or application of the same, TENANT shall and will forthwith pay to LANDLORD such sum as shall be necessary to restore said deposit to the original amount thereof above mentioned. If the amount of said discharge shall

exceed such expenses and damages, TENANT shall be and remain liable for the balance thereof remaining unpaid and forthwith shall pay the amount of such balance and deficiency to LANDLORD. The said deposit shall not bear any interest to TENANT, and LANDLORD shall return to TENANT such part or portion of said deposit as shall not be required to pay, discharge and reimburse the said expenses and damages.

## ARTICLE 2 - UTILITIES

**2.1. TENANT TO OBTAIN.** TENANT shall contract in its own name and shall promptly pay when due all charges for all electric, telephone, gas, sewer, water, trash hauling, and all other utilities furnished to or used in connection with the Premises.

**2.2 NON-LIABILITY.** LANDLORD shall have no liability for damage or loss suffered by the business or occupation of TENANT arising from the lack, insufficiency, or failure of any utilities servicing the Premises, unless such failure of utilities is caused by LANDLORD.

## ARTICLE 3 - CONDUCT OF BUSINESS BY TENANT

**3.1 USE OF LEASE PREMISES.** The Premises shall be used by TENANT solely for office/industrial/storage purposes (the "Permitted Use"). TENANT shall operate its business in an efficient and reputable manner, and shall employ adequate and competent personnel in attendance during TENANT's standard hours of operation. TENANT shall keep the Premises neat, clean, sanitary and reasonably free from dirt, rubbish, insects and pests at all times. TENANT shall not operate an incinerator or burn trash or garbage within the Premises. Any use of the Premises for or involving sale, cultivation, consumption, storage, manufacture or other activities involving recreational or medical marijuana is prohibited. TENANT shall not permit any objectionable or unpleasant odors to emanate from the Premises, nor, except as approved in writing by the LANDLORD, place or permit any antenna, radio, or other projections on the roof or outside the Premises; nor take any other action that in the reasonable judgment of LANDLORD would constitute a nuisance. TENANT additionally covenants not to perform any act on or about the Premises prohibited by law nor omit to perform any act required by law in connection with the use or operation of the Premises; nor to use or maintain the Premises in such a manner as to constitute an actionable nuisance to LANDLORD or any third party; and not to commit or permit waste of the Premises. TENANT shall comply with and observe all easements and all restrictive covenants and conditions that may affect or apply to the Premises, or any portion thereof, from time to time. Except as may be otherwise provided herein, TENANT shall procure, at its sole cost and expense, all approval, permits, and licenses required for the operation of the Permitted Use in the Premises and the placement of any improvements in the Premises and in the event TENANT is unable to obtain said permits on terms acceptable to TENANT, TENANT may terminate this Lease. TENANT shall otherwise comply with all applicable laws, ordinances and governmental regulations. Any community events, special events, retail service or consumption of alcoholic beverages, outdoor recreational activities or temporary uses held on the Premises shall comply with all applicable laws, ordinances and governmental regulations, including without limitation requirements to obtain any necessary special events permits, temporary use permits and state and local liquor permits and to comply with the requirements of

such permits, including but not limited to time restrictions, required off-street parking, and permit provisions to control noise and nuisance effects. Should TENANT desire to expand the use of the Premises to include uses not currently allowed by zoning, TENANT must follow all applicable laws, ordinances and governmental regulations to request and seek approval for such use on the Premises.

**3.2 GOVERNMENTAL REGULATION.** TENANT shall, at its expense, comply with all Federal, State and local laws, ordinances, orders, rules and regulations pertaining to the use and operation of the Premises pursuant to this Lease, as now or hereafter in force. In the event that TENANT's use of the Premises constitutes a violation of any of the foregoing, then such violation, if continued uncured, shall constitute a default hereunder.

**3.3 QUIET ENJOYMENT.** TENANT shall have the right of quiet enjoyment of the Premises subject to the terms, conditions, and covenants of this Lease.

## ARTICLE 4 - LIENS

**4.1 PAYMENT FOR WORK.** TENANT shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the Premises at the instance of TENANT.

**4.2 LIENS.** TENANT shall have no power to subject LANDLORD's interest in the Premises to mechanic's or materialmen's liens of any kind. TENANT further acknowledges that under state law public property is not subject the existence of any such lien, which lien is not discharged by TENANT or bonded off within thirty (30) days, shall be a material breach of this Lease. All persons performing work, labor or supplying materials at the Premises on behalf of TENANT shall look solely to the interest of the TENANT and not to that of the LANDLORD for any payment or any claim, expenses, legal fees, or court costs. LANDLORD shall have the right, but not the obligation to discharge or transfer to bond any lien filed against the Premises by the TENANT's contractor that has not been discharged or transferred to bond within thirty (30) days from the filing thereof, and any discharge by LANDLORD may be with funds from the deposit received under Section 1.6. Any cost or expense, including reasonable attorney's fees, incurred by LANDLORD as a result thereof shall immediately be due and payable and if not paid by TENANT within fifteen (15) days shall constitute a default under this Lease. LANDLORD in its discretion shall have the right to post the property and provide notice to any contractors of LANDLORD's non-liability for work, labor or materials supplied on behalf of TENANT, and, further, to advise contractors that mechanic's or materialmen's liens may not be asserted against public property.

## ARTICLE 5 - MAINTENANCE OF PREMISES

**5.1 MAINTENANCE BY TENANT.** Except for LANDLORD's responsibilities as set forth in Section 5.3 below, TENANT shall at all times keep and maintain, at its sole cost and expense, the Premises, and all improvements (including buildings) located thereon, including exterior entrances, roofing, and all glass and windows, all floors, and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, electrical equipment,

plumbing fixtures and equipment, heating, ventilating and air conditioning equipment, in as good order and repair as existed upon commencement of this Lease, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall at its sole cost and expense make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar kind and quality to the original improvements, unless changes in material and quality are approved in writing by LANDLORD in advance, which approval may not be unreasonably withheld.

**5.2 FAILURE TO MAINTAIN.** If TENANT fails to maintain the Premises as required hereunder to the reasonable satisfaction of LANDLORD, then thirty (30) days after TENANT's receipt of written request from LANDLORD (except in the event of an emergency, in which event no more than twenty-four (24) hours notice shall be required), LANDLORD shall have the right to enter the Premises and to make such repairs at TENANT's expense, and upon completion thereof TENANT shall pay as additional rent LANDLORD's reasonable costs for making such repairs upon presentation of the bill therefor. Such payment shall be due within thirty (30) days after TENANT's receipt of an invoice therefor.

**5.3 LANDLORD MAINTENANCE OBLIGATIONS**. Notwithstanding anything to the contrary in Section 5.1 above, LANDLORD shall be responsible for (a) replacement of the roof of the Premises, HVAC equipment, and electrical or plumbing equipment, (b) structural or exterior replacements or additions to any improvements on the Premises (excluding doors or windows), and (c) any other capital replacements or improvements, except to the extent that the same were necessitated by the negligent or wrongful actions or omissions of TENANT, its employees, agents or licensees, all as the City in its reasonable discretion may deem necessary (collectively, "Capital Expenses"). The cost of such Capital Expenses shall be amortized over the useful life of such Capital Expenses and the annual amortized cost shall be invoiced by LANDLORD to TENANT annually, with such invoices payable within thirty (30) days of receipt by TENANT.

## ARTICLE 6 - OWNERSHIP OF IMPROVEMENTS, EXTERIOR APPEARANCE

**6.1 OWNERSHIP OF IMPROVEMENTS.** Any or all installations, alterations, additions, partitions and fixtures other than TENANT'S furniture, trade fixtures, and equipment in or upon the Premises, whether placed there by TENANT or LANDLORD, shall, immediately upon such placement, become the property of LANDLORD without compensation therefor to TENANT. Notwithstanding anything herein contained, LANDLORD shall be under no obligation to repair, maintain or insure such installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by or on behalf of TENANT.

**6.2 TERMINATION.** This Lease shall terminate upon expiration of the term set forth in Section 1.2 or Section 1.4 or at such earlier time as this Lease may be terminated by LANDLORD or TENANT as provided herein. Within thirty (30) days after expiration or termination of this Lease, TENANT shall at its sole expense perform all obligations of TENANT set forth in Section 12.1 and shall surrender and deliver up the Premises to LANDLORD clear of TENANT's personal property. In the event TENANT fails to remove such items from the

Premises or fails to perform any other obligations of TENANT set forth in Section 12.1, TENANT shall be in breach and, in addition to all remedies in Section 9.3, the LANDLORD shall have the right but not the obligation to remove such items at TENANT's expense. At LANDLORD's election, any such items which TENANT has failed to remove from the Premises within thirty (30) days of said expiration or termination hereof shall become the property of LANDLORD. All remedies for breach of this Section 6.2 and Section 12.1 shall be cumulative, and all rights and all provisions of this Section 6.2 and Section 12.1 shall survive any termination or expiration of this Agreement.

**6.3 TERMINATION FOR LANDLORD USE.** LANDLORD is a municipality and has an obligation to provide necessary services to its residents. Should the Premises be needed by LANDLORD for its purposes and no other land owned by LANDLORD can satisfy the need, as determined by the LANDLORD in its sole discretion, LANDLORD may terminate this Lease by giving TENANT one hundred fifty (150) days written notice of the day TENANT must vacate the Premises. In the event of such a termination occurring during the Initial Term, LANDLORD shall reimburse TENANT for TENANT'S actual relocation costs, defined as those actual and reasonable expenses associated with transportation, such as moving trucks, reasonable labor and temporary storage of TENANT'S trade fixtures, equipment and inventory, and, if within a fifteen mile radius of the Premises, transport of such items to a new premises designated by TENANT, subject to the cap provided for herein. TENANT'S reasonable and necessary expenses for moving such trade fixtures, equipment and inventory shall be preapproved by LANDLORD prior to the relocation, and shall be paid by LANDLORD within thirty (30) days of LANDLORD'S receipt of invoices for such relocation expenses up to a maximum amount of fifty thousand dollars ($50,000). The maximum amount of relocation expenses paid by LANDLORD shall be reduced 10% for each year this Lease is in effect, and no relocation expenses shall be paid by LANDLORD during any renewal term unless specifically provided for as part of the terms and conditions of a renewal. (Therefore, for example, if LANDLORD terminates the Lease pursuant to this Section 6.3 in year four of the Lease, the maximum amount of relocation expenses paid by LANDLORD shall be $30,000.) LANDLORD'S obligation to pay any amount of relocation expenses is limited solely to a LANDLORD termination pursuant to this Section 6.3.

**6.4 TENANT IMPROVEMENT ALLOWANCE. Omitted**

## ARTICLE 7 - INSURANCE AND INDEMNITY

**7.1 INSURANCE.** TENANT shall at its own expense procure and maintain a policy or policies of insurance providing for the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the LANDLORD. All coverages shall be continuously maintained from the date of commencement of the Lease to cover all liability, claims, demand, and other obligations arising from or assumed by the TENANT under this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The TENANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain

insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

**7.2 REQUIRED COVERAGES.** The minimum insurance coverages required of TENANT shall be as follows:

(a) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) 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), blanket contractual, independent TENANT's, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(b) Property casualty insurance sufficient and reasonably acceptable to LANDLORD to insure all buildings on the Premises against loss or damage by fire and such other hazards as are currently embraced in the standard coverage endorsements, on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing.

(c) Worker's compensation or employer's liability insurance as may be required by law.

**7.3 GENERAL.** The policies required above shall be endorsed to include the LANDLORD and its elected and appointed officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the LANDLORD, its officers, or its employees, shall be excess and not contributory insurance to that provided by TENANT. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The TENANT shall be solely responsible for any deductible losses under each of the policies required above. Certificates of insurance shall be completed by the TENANT's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be provided to LANDLORD before TENANT occupies the Premises. All insurance policies are subject to review and approval by the LANDLORD. Each certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the LANDLORD. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The LANDLORD reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the TENANT to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the LANDLORD may terminate this Lease, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection

therewith, and all monies so paid by the LANDLORD shall be repaid by TENANT to the LANDLORD upon demand. Self-insurance shall not constitute compliance with the minimum insurance coverages required by this Section.

**7.4 TENANT'S GENERAL INDEMNIFICATION.** TENANT shall be solely responsible for any damages suffered by the LANDLORD or others as a result of TENANT's use and occupancy of the Premises. TENANT agrees to indemnify and hold the LANDLORD, its elected and appointed officers, agents, and employees harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of, resulting from, or in any way connected with (a) TENANT's use and occupancy of the Premises; (b) any liens or other claims made, asserted or recorded against the Premises as a result of TENANT's use or occupancy thereof; or (c) the rights and obligations of the TENANT under this Lease.

## ARTICLE 8 - ASSIGNMENT AND SUBLETTING

**8.1 CONSENT REQUIRED.** TENANT may not sell, assign, sublet, or transfer ("Transfer") this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, or permit any business to be operated in or from the Premises by any licensee or concessionaire, without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or denied. Any Transfer which is not in compliance with the provisions of this Article shall, at the option of LANDLORD, be void and of no force or effect. Any Transfer of TENANT's interest in this Lease or the Premises by operation of law, regardless of whether the same is characterized as voluntary or involuntary, shall be construed as an "assignment" prohibited by this Article. Upon such permitted Transfer, assignee or sublessee shall assume all obligations of TENANT under this Lease provided that any assignee has first executed an assumption agreement as provided in Section 8.2. Further, LANDLORD's written consent to any one Transfer shall not act as a waiver of the requirements of consent with respect to any subsequent Transfer. Notwithstanding the foregoing, TENANT may make a collateral assignment of its interest in this Lease for security purposes to the holders of deeds of trust or mortgages on TENANT's improvements or as security in connection with corporate refinancing without requiring LANDLORD consent; provided, however, that no such collateral assignment shall encumber or purport to encumber any real property constituting the Premises.

**8.2 ASSUMPTION AGREEMENT.** Any assignee including a collateral assignee of TENANT shall execute and deliver to LANDLORD an assignment agreement in a form satisfactory to LANDLORD prior to the effective date of the proposed assignment. Any Transfer made in violation of this Article 8 shall be considered void and of no force or effect.

**8.3 INFORMATION TO LANDLORD.** TENANT shall provide for any proposed Transfer all information reasonably requested by LANDLORD, including (i) the name and address of the proposed subtenant, assignee, pledgee, mortgagee or transferee, (ii) a reasonably detailed description of such person or entity's business, (iii) reasonably detailed financial references for such person or entity, (iv) a true and complete copy of the proposed sublease, assignment, pledge, mortgage or other conveyance and all related documentation, and (v) such other information as LANDLORD may reasonably require.

**8.4 ADDITIONAL CONDITIONS; EXCESS RENT.** A condition of LANDLORD's consent to any Transfer shall be the delivery to LANDLORD of a true copy of the fully executed instrument of assignment, sublease, or transfer, in form and substance reasonably satisfactory to LANDLORD. In addition, beginning January 1, 2021, TENANT shall pay to LANDLORD as additional rent within thirty (30) days after receipt thereof, without affecting or reducing any other obligations of TENANT hereunder, fifty percent (50%) of any rent or other economic consideration received by TENANT as a result of any Transfer that exceeds, in the aggregate: (i) the total rent which TENANT is obligated to pay LANDLORD under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased) for the applicable period, plus (ii) any reasonable brokerage commissions and attorneys' fees actually paid by TENANT in connection with such Transfer, which commissions and fees shall, for purposes of the aforesaid calculation, be amortized on a straight-line basis over the term of such Transfer. For purposes of this Section 8.4, the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent.

**8.5 NO RELEASE.** No Transfer, occupancy, or collection of rent from any proposed transferee shall be deemed a waiver on the part of LANDLORD, or the acceptance of a transferee as TENANT, and no Transfer shall release TENANT from TENANT's obligations under this Lease or alter the primary liability of TENANT to pay rent and to perform all other obligations to be performed by TENANT hereunder. LANDLORD may require that any transferee remit directly to LANDLORD on a monthly basis, all monies due TENANT by said transferee, and each sublease shall provide that if LANDLORD gives said sublessee written notice that TENANT is in default under this Lease, said sublessee will thereafter make all payments due under the sublease directly to or as directed by LANDLORD, which payments will be credited against any payments due under this Lease. TENANT hereby irrevocably and unconditionally assigns to LANDLORD all rents and other sums payable under any sublease of the Premises; provided, however, that LANDLORD hereby grants TENANT a license to collect all such rents and other sums so long as TENANT is not in default under this Lease. Consent by LANDLORD to one Transfer shall not be deemed consent to any subsequent Transfer. In the event of a default by any Transferee of TENANT or any successor of TENANT in the performance of any of the terms hereof, LANDLORD may proceed directly against TENANT without the necessity of exhausting remedies against such transferee or successor. LANDLORD may consent to subsequent Transfers of the Lease or amendments or modifications to the Lease with assignees of TENANT, without notifying TENANT, or any successor of TENANT, and without obtaining its or their consent thereto, and any such actions shall not relieve TENANT of liability under this Lease.

## ARTICLE 9 - DEFAULT OF TENANT OR LANDLORD

**9.1 DEFAULT OF TENANT.** TENANT shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following:

(a) TENANT's failure to pay rent within ten (10) days after written notice from LANDLORD that such sums are due and owing;

(b) TENANT's continued failure to perform any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after written notice thereof by LANDLORD to TENANT, unless such failure can not reasonably be cured within thirty (30) days and in that event TENANT shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure;

(c) The bankruptcy of, or appointment of a receiver or trustee for, TENANT;

(d) TENANT voluntarily petitions for relief under, or otherwise seeks the benefit of, any bankruptcy, reorganization, or insolvency law;

(e) TENANT's making of any general assignment of this Lease for the benefit of creditors;

(f) Any sale, transfer, assignment, sublease, or other disposition prohibited herein; or

(g) TENANT doing or permitting to be done anything that creates a lien upon the Premises if TENANT fails to obtain the release of any such lien or bond off any such lien within a commercially reasonable time period.

**9.2 LANDLORD'S REMEDIES.** If TENANT fails to cure any default described in 9.1 within twenty (20) days, LANDLORD may exercise any one or all of the following options, provided that such is not in conflict with the Default and Remedy laws of the State of Colorado:

(a) Terminate TENANT's right to possession under this Lease and reenter and take possession of the Premises and relet or attempt to relet the Premises on behalf of TENANT, at such rental and upon such terms and conditions as LANDLORD may, in the exercise of LANDLORD's reasonable discretion, deem best under the circumstances for the purpose of reducing TENANT's liability. LANDLORD shall not be deemed to have thereby accepted a surrender of the Premises and TENANT shall remain liable for all rental and other charges due under this Lease and for all damages suffered by LANDLORD because of TENANT's breach of any of the covenants of this Lease. At any time during such repossession or reletting, LANDLORD may, by delivering written notice to TENANT, elect to exercise its option under the following subparagraph to accept a surrender of the Premises, terminate and cancel this Lease and retake possession and occupancy of the Premises on behalf of LANDLORD. Notwithstanding the foregoing, LANDLORD will seek to mitigate its damages caused by TENANT as required under Colorado law.

(b) Provide written notice that the Lease is terminated and LANDLORD has the right to reenter upon and take possession of the Premises within twenty (20) days of such notice, whereupon the term hereby granted and all right, title, and interest of TENANT in the Premises shall terminate. Such termination shall be without prejudice to LANDLORD's right to collect from TENANT any rent or other charges or sums that

have accrued prior to such termination, together with all damages suffered by LANDLORD because of TENANT's breach of any covenant contained in this Lease.

(c) Exercise any and all rights, remedies, and privileges that LANDLORD may have under applicable law or in equity, or under this Lease.

**9.3 DEFAULT OF LANDLORD.** Except as otherwise provided in this Lease, LANDLORD shall be in default under this Lease if LANDLORD fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice from TENANT to LANDLORD (unless such failure cannot reasonably be cured within thirty (30) days and in that event LANDLORD shall commence to cure said failure within the thirty (30) day period and thereafter diligently continue to cure the failure). TENANT shall have no right of setoff against rent. TENANT may pursue as a remedy damages, recoupment, or counterclaims for any damages that TENANT may have sustained by reason of LANDLORD's failure to perform any of the terms, covenants or conditions contained in this Lease.

## ARTICLE 10 - ACCESS BY LANDLORD

LANDLORD or LANDLORD'S agents shall have the right to enter the Premises upon reasonable notice to examine and inspect the same, to show the Premises to prospective purchasers, to determine compliance with the terms of this Lease, to make alterations, repairs, improvements or additions as LANDLORD may deem necessary or desirable, or to conduct such other inspections and activities of LANDLORD, provided the same do not unreasonably interfere with TENANT's use and enjoyment of the Premises. Nothing herein contained shall be deemed or construed to impose upon LANDLORD any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises, nor any part thereof or any improvements, fixtures or property located thereon, except as otherwise specifically provided herein.

## ARTICLE 11 - TENANT'S PROPERTY

**11.1 TAXES ON TENANTS PROPERTY.** TENANT shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon or about the Premises by the TENANT.

**11.2 LOSS OR DAMAGE.** Except as provided herein, LANDLORD shall not be liable for any loss or damage to property of TENANT or of others located on the Premises, by theft or otherwise. LANDLORD shall not be liable for any claims arising from damage to property located in or on the Premises resulting from fire, explosion, gas or electrical malfunction, water damage or leakage; nor shall LANDLORD be liable for any damages caused by other persons in the Premises, or by public or quasi-public work on adjacent property, excepting only liability to the extent resulting from gross negligence or willful and wanton acts or omissions of LANDLORD. It is acknowledged and understood by TENANT that the safety and security of any property of TENANT is the sole responsibility and risk of TENANT.

## ARTICLE 12 - SURRENDER OF PREMISES, HOLDING OVER

**12.1 SURRENDER OF PREMISES.** Within thirty (30) days after the expiration or termination of this Lease as provided herein, TENANT shall at its sole expense remove from the Premises any and all personal property. Any items of personal property not removed shall, at LANDLORD's option, become the property of the LANDLORD, and TENANT shall execute and deliver to the LANDLORD a Bill of Sale for such items of personal property. Any fixtures, structures, or improvements installed by TENANT or located on the leased Premises at the time of termination shall be deemed the property of the LANDLORD.

**12.2 HOLDING OVER.** This Lease and the tenancy created shall cease and terminate at the end of the original term hereof, unless extended as provided herein, without the necessity of notice, and TENANT hereby waives notice and agrees that LANDLORD shall be entitled to summary recovery of the Premises. Any holding over after the expiration of the term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy at sufferance, and LANDLORD shall be entitled to collect rental as provided by law for such tenancy, but not less than one hundred fifty percent (150%) of the monthly rental rate set forth in Article 1, together with all other rent and charges due hereunder.

## ARTICLE 13 – CONDEMNATION

If during the term of this Lease or any renewal hereof, the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises is condemned or taken in any manner for public use to an extent that constitutes an unreasonable interference with TENANT's business operations, then in either event TENANT may elect to terminate this Lease as of the date of the vesting of title in such public authority. LANDLORD shall be entitled to that portion of condemnation award attributable to LANDLORD's interest in the Premises. TENANT shall be entitled to that portion of the condemnation award attributable to TENANT's leasehold interest in the Premises, the loss of all improvements, trade fixtures and other personal property on the Premises, all business losses and relocation costs.

## ARTICLE 14 - DESTRUCTION OF PREMISES

**14.1 TOTAL DESTRUCTION.** If the Premises are totally destroyed by fire or other casualty or if the Premises are partially destroyed to an extent that constitutes an unreasonable interference in TENANT's business operations, then TENANT shall have the option of terminating this Lease upon written notice to LANDLORD within thirty (30) days after such casualty loss, in which event rent and all other payment obligations herein shall cease as of the date of such casualty, and neither LANDLORD nor TENANT shall have any further obligations or rights hereunder except with respect to those provisions which expressly survive termination of this Agreement.

**14.2 PARTIAL DESTRUCTION.** In the event of fire or other casualty and TENANT elects to continue under this Lease as provided in Section 14.1, then TENANT shall restore the Premises to the same or better condition as existed prior to such fire or other casualty. TENANT shall commence restoration of the Premises as soon as reasonably possible and thereafter proceed with diligence to complete such restoration as soon thereafter as is practical. During any restoration hereunder, TENANT shall receive a proportionate reduction in the rent until all facilities are restored, unless TENANT is unable, in its reasonable discretion, to continue operating the Premises, in which event all rent shall abate until TENANT re-opens for business.

**14.3 NON-LIABILITY.** LANDLORD shall not be liable for any inconvenience or interruption of business of TENANT occasioned by fire or other casualty, except to the extent of abatement by TENANT of all rent obligations hereunder.

**14.4 NOTICE BY TENANT.** TENANT shall give immediate notice to LANDLORD in case of fire or other casualty or accident on the Premises.

## ARTICLE 15 – SIGNS

TENANT shall have the right to affix such signs as customarily are used in its business upon the windows, doors, interior and exterior walls of the Premises, and such free-standing signs as may seem appropriate to TENANT and are authorized by any governmental authority having jurisdiction over the Premises. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign, or building codes for the placement of any signage.

## ARTICLE 16 – ACCEPTANCE & TENANT IMPROVEMENTS

**16.1 GENERAL ACCEPTANCE.** LANDLORD shall deliver the Premises to TENANT upon commencement of the term of this Lease. The taking of possession of the Premises shall be deemed an acceptance of the same by TENANT in its "AS IS" and present condition whether patent or latent, without representation or warranty or representation of any kind as to the condition thereof, and without any obligation of LANDLORD to modify, repair, replace, improve or maintain the Premises for TENANT. Landlord agrees the existing HVAC, roof, electrical, lighting and plumbing systems shall be placed in good working order at the time

of delivery. TENANT shall be responsible at its expense for any upgrades to such existing systems, excluding necessary replacements in accordance with Section 5.3 above.

**16.2 TENANT'S IMPROVEMENTS.** TENANT shall be responsible for construction, alterations, replacements, additions, repairs, fixtures, and improvements to the Premises required for TENANT's Permitted Use, all of which shall be at TENANT's sole cost and expense except as expressly provided in Section 5.3 hereof. TENANT's work shall not be commenced unless and until final written plans and specifications have been submitted to and approved by LANDLORD, which approval may not be unreasonably withheld; provided, however, that LANDLORD approval shall not be required for TENANT work with a cost of less than $5,000 for any individual project that does not involve structural work or roof penetrations. Any such plans and specifications shall include a site plan, elevations, and all other information required for issuance of a building permit, and shall be prepared and submitted to LANDLORD at least sixty (60) days prior to the date of commencement of the work. LANDLORD shall have thirty (30) days from receipt thereof to disapprove of such plans and specifications. If LANDLORD does not respond within thirty (30) days of receipt, LANDLORD shall be deemed to have approved the work. All work shall be completed in compliance with all codes, ordinances, rules and regulations of any authority, in a good and workmanlike manner by licensed contractors with appropriate building permits. TENANT agrees that all contractors performing work on the Premises shall maintain commercial liability insurance of at least Two Million and No/100 Dollars ($2,000,000.00). All entries on the Premises and all work done by or on behalf of the TENANT shall be at TENANT's sole risk. Nothing herein shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use or building codes for approval of any work upon the Premises.

All materials and equipment furnished by TENANT in its improvement of the Premises shall be new unless otherwise specified in the approved plans and specifications. All of TENANT's work to be performed on the Premises shall be of good and workmanlike quality, free from faults and defects, and in accordance with the approved plans and specifications and legal requirements. Any of TENANT's work not conforming to the above standards shall be considered defective.

LANDLORD hereby approves TENANT work in the nature of (i) addition of three (3) compartment sinks, washer and dryers to the back North Facing warehouse; and (ii) adding exterior beautification (i.e. turf or grass), provided that the same comply with all applicable codes and regulations.

## ARTICLE 17 - REPRESENTATIONS AND WARRANTIES

**17.1 TENANT.** TENANT hereby represents and warrants to LANDLORD that: (a) TENANT is a duly authorized and existing Delaware corporation; (b) TENANT has the full right and authority to enter into this Lease; (c) each of the persons executing this Lease on behalf of TENANT is authorized to do so; and (d) this Lease constitutes a valid and legally binding obligation of TENANT, enforceable in accordance with its terms.

17.2 **LANDLORD.** LANDLORD represents and warrants to TENANT that: (a) LANDLORD has the full right and authority to enter into this Lease; (b) each of the persons executing this Lease on behalf of LANDLORD is authorized to do so; and (c) this Lease constitutes a valid and legally binding obligation on LANDLORD, enforceable in accordance with its terms.

## ARTICLE 18 - NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be deemed to be delivered (a) whether or not actually received, three (3) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (b) when received (or when receipt is refused) if delivered personally, sent by facsimile transmission, or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of LANDLORD and TENANT as set forth in this Section. Such address may be changed by written notice to the other party in accordance with this Section.

If to LANDLORD:

City of Louisville
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027

If to TENANT:

Avid4 Adventure Inc.
Attn: Paul Dreyer
1501 Empire Road
Louisville, CO 80027

With a copy to:
Hutchinson, Black & Cook LLC
Attn: Justin C. Konrad
921 Walnut Street, Suite 200
Boulder, CO 80302

## ARTICLE 19 - ESTOPPEL CERTIFICATE

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, and, if true at the time requested, there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of TENANT or LANDLORD, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party or if not, specifying the same.

## ARTICLE 20 - HAZARDOUS SUBSTANCES

**20.1 HAZARDOUS SUBSTANCES INDEMNITY.** TENANT shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining LANDLORD's prior written consent. If any Hazardous Substance is used, stored, generated, or disposed of on, in, or about the Premises except as permitted above, or if the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of TENANT or any of its employees or contractors, TENANT shall indemnify, defend and hold harmless LANDLORD from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses (, and expenses arising during or after the term of this Lease and arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if TENANT causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, TENANT, at its sole expense, shall promptly take any and all necessary actions to return the Premises to the same condition that existed prior to the presence of any such Hazardous Substance on, in, or about the Premises. TENANT shall first obtain LANDLORD's approval for any such remedial action, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this indemnification shall only apply to contamination by Hazardous Substances resulting from TENANT'S use and operation of the Premises. Nothing herein contained shall be held to indemnify LANDLORD from liability for Hazardous Substances contamination resulting from LANDLORD'S ownership, use or operation, or the use or operation by any third party in, on or under the Premises or arising out of conditions existing on the Premises prior to the commencement of TENANT's first possession of the Premises.

**20.2 DEFINITION.** As used herein, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State in which the Premises are located, or the United States government. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls and petroleum. The provisions under this entire Article shall survive the expiration or earlier termination of this Lease.

## ARTICLE 21 - FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

## ARTICLE 22 - ADDITIONAL TERMS

**22.1 PLUMBING.** Plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance other than those generally used during the operation of office uses shall be deposited therein. The cost and expense of any breakage, stoppage or damage resulting from a violation of this provision shall borne by TENANT.

**22.2 SECURITY.** TENANT shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.

**22.3 GARBAGE.** TENANT shall pay all costs associated with disposal of its garbage, including but not limited to, costs of pick up, containers and deposits.

**22.4 VIOLATIONS.** Governmental penalties, fines or damages imposed on any portion of the Premises as a result of the acts of TENANT, its employees or agents, shall be paid by TENANT within thirty (30) days after receipt of said notice by TENANT, unless reasonably contested by TENANT.

**22.5 APPROVALS.** Nothing in this Lease is intended or shall be construed to obligate the City of Louisville, acting in its administrative or quasi-judicial capacity, to approve any application of TENANT submitted under the City's land use, sign or building codes for approval of any development, work, signs, or improvements upon the Premises.

**22.6 NO WAIVER OF IMMUNITY.** LANDLORD is relying on and does not waive or intend to waive by any provision of this Lease the monetary limitations (presently $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to LANDLORD and its officers and employees.

**22.7 SUBJECT TO ANNUAL APPROPRIATIONS.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of LANDLORD not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of LANDLORD hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. TENANT understands and agrees that any decision of the City Council to not appropriate funds shall be without recourse, penalty or liability to the City.

**22.8 SUBORDINATION.** This Lease and the rights of TENANT hereunder shall be and are hereby made subject and subordinate to the lien of any bond, loan, indenture, borrowing or other instrument of any kind now or hereafter existing against the property encompassing the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made, or hereafter to be made, upon the security thereof. Although such subordination shall be self operating, TENANT, or its successors in interest, shall upon

LANDLORD's request, execute and deliver upon the demand of LANDLORD any and all instruments desired by LANDLORD, subordinating, in the manner reasonably requested by LANDLORD, this Lease to any such bond, loan, indenture, borrowing or other instrument.

**22.9 NO STORAGE AREAS.** TENANT acknowledges that the areas depicted as No Storage Areas on Exhibit A are areas with underground utilities. TENANT agrees that is shall not construct or install within the No Storage Areas any buildings, structures, or hardscape improvements, or place or store within the No Storage Areas any immobile shipping or storage containers or any other items that cannot be moved from the No Storage Area immediately upon demand. In the event access to or work upon the utilities within the No Storage Areas requires disturbance of any items placed by TENANT within the No Storage Areas, LANDLORD shall not be required to repair or replace any such disturbance.

**22.10 RESERVED STORAGE SPACE OF LANDLORD.** LANDLORD and TENANT agree that LANDLORD shall have the reserved right throughout the term to install and utilize cabinet space within what is currently Office 113 of the Main Building for installation and operation of City of Louisville IT equipment. TENANT agrees to pay for the electricity supplied for the IT equipment (i.e., such use will not be separately metered or billed to the LANDLORD). TENANT shall allow LANDLORD access to the IT cabinet during business hours and after hours via a key or other entry system mutually agreed by the parties, and LANDLORD shall use reasonable efforts to provide advance notice to and coordinate access to the cabinet with TENANT. LANDLORD is responsible for all costs associated with the IT cabinet except electricity charges.

## ARTICLE 23 - MISCELLANEOUS

**23.1 WAIVER.** The waiver by LANDLORD or TENANT of any breach or default of any term, covenant or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of Rent be deemed to be a waiver of any such breach or default of such Rent. No term, covenant or condition of this Lease shall be deemed to have been waived by LANDLORD or TENANT, unless such waiver is in writing.

**23.2 ACCORD AND SATISFACTION.** No payment by TENANT or acceptance by LANDLORD of a lesser amount than sums herein stipulated shall be deemed to be other than on account of the due sums, nor shall any endorsement or statement on any check or in any letter accompanying any check or payment prejudice LANDLORD's right to recover the balance or such rent or pursue any other remedy provided in this Lease, unless otherwise agreed to by LANDLORD.

**23.3 CAPTIONS AND SECTION NUMBERS.** The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of, such sections.

**23.4 ENTIRE AGREEMENT.** This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings

between LANDLORD and TENANT concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT until reduced to writing and signed by LANDLORD and TENANT.

**23.5 PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**23.6 SURVIVAL.** All of the terms and conditions of Sections 6.2 and 12.1 of this Lease, and all other terms and conditions of this Lease concerning release, indemnification, termination, remedies, and enforcement, shall survive termination of this Lease.

**23.7 APPLICABLE LAW & VENUE.** The parties hereto shall be bound by and this Lease shall be construed according to the laws of the State of Colorado. Venue for any litigation concerning this Lease shall be in the District Courts of Boulder County, Colorado.

**23.8 RECORDING.** A memorandum of this Lease may be recorded by LANDLORD or TENANT in the public records at the recording party's expense.

**23.9 COSTS OF ENFORCEMENT.** In the event that LANDLORD shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that LANDLORD shall retain an attorney for the purpose of collecting any sum due hereunder or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding or otherwise against the TENANT, the LANDLORD shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' and legal assistants' fees, and costs and expenses, including expert witness fees and expenses.

**23.10 CONSENT.** Wherever in this Lease LANDLORD or TENANT is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**23.11 TRANSFER OF LANDLORDS INTEREST.** The term "LANDLORD" shall mean only the owner, for the time being, of the Premises, and in the event of the transfer by such owner of its interest in the Premises, then notwithstanding anything to the contrary contained herein, such owner shall thereupon automatically be released and discharged from all covenants and obligations of the LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the term of this Lease upon each new owner for the duration of such owner's ownership. Notwithstanding the foregoing, any such owner shall remain obligated to TENANT for any and all deposits paid by TENANT hereunder until such time as said deposits are transferred to and accepted by any new owner and notice given to TENANT.

**23.12 RIGHT OF FIRST REFUSAL TO PURCHASE PREMISES.** In the event LANDLORD desires to sell the Premises and LANDLORD receives from a third party a bona fide offer to purchase the Premises, and that offer is acceptable to LANDLORD, LANDLORD agrees to disclose the terms of such offer to TENANT, in writing, within fifteen (15) business days following receipt of the offer. Upon receiving written notice of the terms of the offer and upon receipt of a copy of that offer, TENANT shall have ten (10) business days in which to elect to purchase the Premises subject to that offer on terms identical to those offered by the third party. Such an election shall be made by written notice to the LANDLORD. Within thirty (30) days thereafter, the parties shall enter into a written contract of sale in a form approved by the Colorado Real Estate Commission expressly including and incorporating all of the terms of the third party offer made to the LANDLORD, except as the parties may mutually agree. Within three (3) days after the full execution of the Colorado Real Estate Commission contract, the TENANT shall deposit an earnest money check with a mutually agreed upon title company in the amount contained in the third party offer, to be applied to the purchase price. If the TENANT, after receiving notice of the third party offer, fails to exercise its right of first refusal to purchase the Premises subject to that offer, within the allotted ten (10) business day period, TENANT's right of first refusal to purchase the Premises subject to that offer shall terminate and TENANT shall thereafter have no further right to purchase the Premises subject to that offer, it being the parties' express intent that TENANT's right of first purchase shall be a one-time right only, irrespective of whether the Premises are sold to the third party pursuant to the offer submitted by the third party and accepted by the LANDLORD.

**23.13 SUCCESSORS.** All rights and liabilities herein given to or imposed upon the parties hereto shall inure to the benefit of and be binding upon their respective heirs, executors, administrators, successors and assigns and, except as may be otherwise set forth herein, if there shall be more than one TENANT, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless such assignment has been approved by LANDLORD in writing as provided elsewhere in this Lease.

**23.14 BROKERAGE.** That certain Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc. provides that Human Movement, Inc. shall pay for brokerage fees as set forth in such Lease Termination Agreement. LANDLORD and TENANT each represent that no other brokers, finders or similar fee or commission is due in connection with this Lease.

**23.15 COUNTERPARTS.** This Lease may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as the day and year first above and written.

**LANDLORD:**
**CITY OF LOUISVILLE,**
a Colorado home rule municipal corporation

By: _____
Ashley Stolzmann, Mayor

ATTEST:

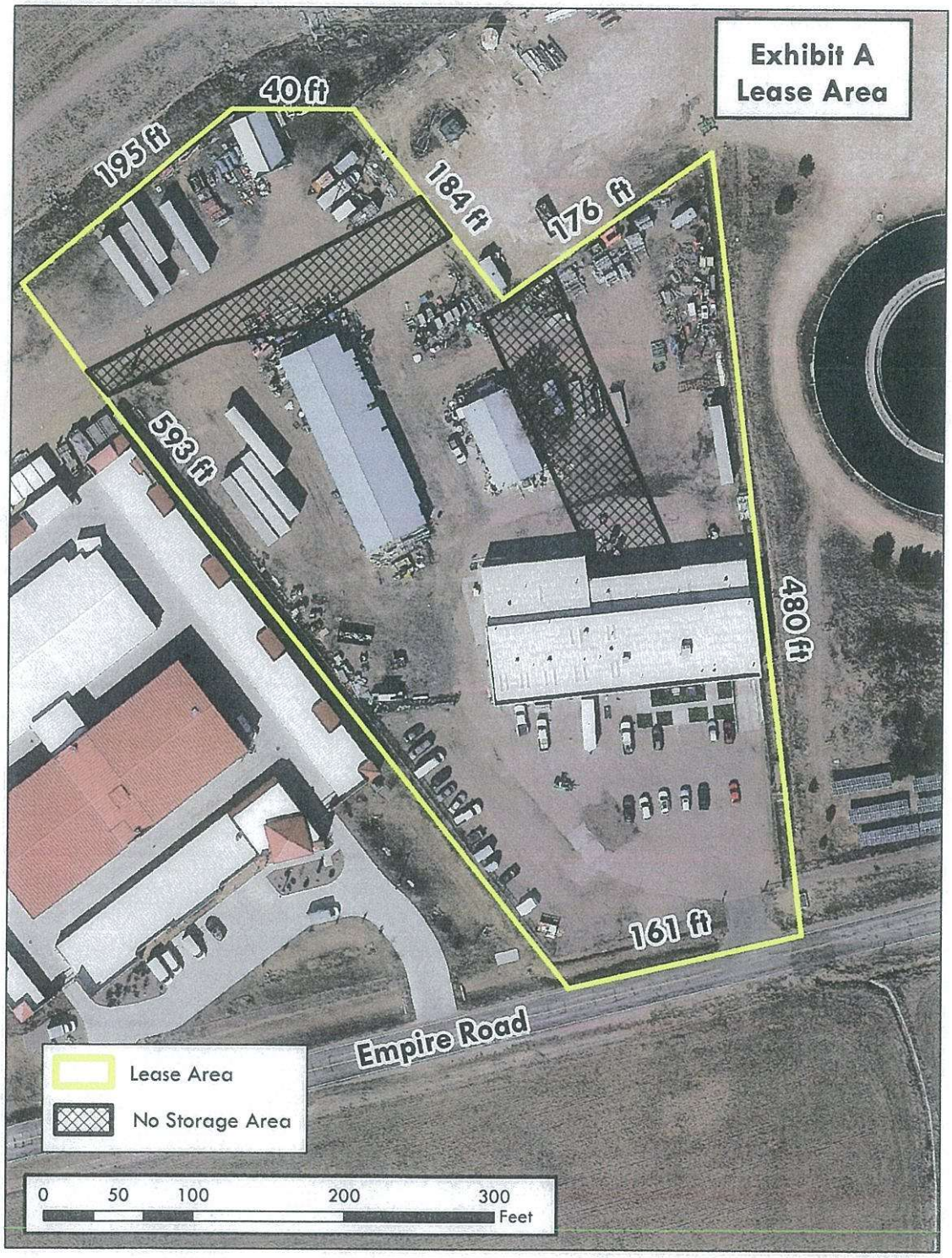
By: _____
Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

**TENANT:**
**AVID4 ADVENTURE, INC .**
a Delaware corporation

By: Paul Dreyer
Paul Dreyer, CEO

Exhibit A


Exhibit A
Lease Area
40 ft
195 ft
184 ft
176 ft
593 ft
480 ft
161 ft
Empire Road
Lease Area
No Storage Area
0
50
100
200
300
Feet

**RESOLUTION NO. 44**
**SERIES 2020**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO A LEASE AGREEMENT WITH AVID4 ADVENTURE, INC.**

**WHEREAS,** by Resolution No. 1, Series 2020, the City Council approved a Lease Agreement with AVID4 Adventure, Inc. for the City's property located at 1501 Empire Road; and

**WHEREAS,** due to financial difficulties incurred as a result of the COVID-19 Pandemic, AVID4 Adventure has requested the City reduce the rent due under the Lease Agreement beginning June 1 through the end of 2020, as set forth in the First Amendment to Lease Agreement, a copy of which accompanies this resolution; and

**WHEREAS,** the Council hereby finds and determines that execution of the proposed First Amendment to Lease Agreement is appropriate and necessary and serves the functions and operations of the City by preserving an established tenancy.

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

Section 1. The proposed First Amendment to Lease Agreement (the "First Amendment") between the City of Louisville and Avid4 Adventure, Inc., is hereby approved in essentially the same form as the copy of such First Amendment accompanying this Resolution.

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

**PASSED AND ADOPTED** this 2nd day of June, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Lease") is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("LANDLORD" or "City") and **AVID4 ADVENTURE, INC.**, a Delaware corporation ("TENANT").

WHEREAS, LANDLORD and TENANT have entered into a Lease Agreement with an initial term commencing February 1, 2020 and ending on December 31, 2025; and

WHEREAS, such Lease Agreement provided for abatement of rent for the first four (4) months of the term, February 1 through May 31, 2020 ("Abatement Period"); and

WHEREAS, due to the financial impacts to its business caused by the COVID-19 Pandemic, TENANT has requested LANDLORD reduce rent payments by seventy-five percent (75%) for the remainder of 2020 following the Abatement Period; and

WHEREAS, LANDLORD has considered such request and agrees to provide such reduction in rent due pursuant to the Lease Agreement as set forth herein, on those terms and conditions provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and other consideration as set forth herein, LANDLORD and TENANT agree as follows:

Section 1. Section 1.3 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

**1.3 RENT.** In consideration of said demise, TENANT agrees to pay to LANDLORD for the Premises rent in equal monthly installments for the Initial Term as set forth in the following table:

| Month | Rate PSF | Monthly Gross Rent | Annual Gross Rent |
|---|---|---|---|
| Months 1-4 | $8.00 | $13,402.67 | $160,832.00* |
| 5-12 | $8.00 | $13,402.67 | $160,832.00 |
| 13-24 | $11.00 | $18,428.67 | $221,144.00 |
| 25-36 | $11.33 | $18,981.53 | $227,778.32 |
| 37-48 | $11.67 | $19,550.97 | $234,611.67 |
| 49-60 | $12.02 | $20,137.50 | $241,650.02 |
| 61-72 | $12.38 | $20,741.63 | $248,899.52 |

* Notwithstanding anything to the contrary contained in this Lease, and as set forth in the Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc., LANDLORD agrees not to demand or collect from TENANT monthly gross rent for the first four (4) months of the Initial Term (the "Abatement Period") and to accept as full payment for Months 5-12 twenty-five percent (25%) of the Monthly Gross Rent shown above (the "Rental Reduction

Period") (collectively, the "Abatement Period" and the "Rental Reduction Period" are referred to herein as the "Rent Abatement"). The Rent Abatement afforded by this Section will be of no force or effect if there has occurred, as of the date on which any installment of Monthly Gross Rent would otherwise be due during the Abatement Period, (i) a default beyond any applicable notice and cure period, or (ii) an assignment of the Lease has occurred or a sublease of all or any portion of the Premises exists, for which the City's prior approval has not been obtained. Except for such Rent Abatement, all of the terms and conditions of this Lease will be applicable during the Abatement Period. Following the Abatement Period, rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

Section 2. Section 5.3 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

**5.3 LANDLORD MAINTENANCE OBLIGATIONS**. Notwithstanding anything to the contrary in Section 5.1 above, LANDLORD shall be responsible for (a) replacement of the roof of the Premises, HVAC equipment, and electrical or plumbing equipment, (b) structural or exterior replacements or additions to any improvements on the Premises (excluding doors or windows), and (c) any other capital replacements or improvements, except to the extent that the same were necessitated by the negligent or wrongful actions or omissions of TENANT, its employees, agents or licensees, all as the City in its reasonable discretion may deem necessary (collectively, "Capital Expenses"). Provided, however, with regard to capital improvements that may be necessary for normal operation of the Premises during the Rental Reduction Period, LANDLORD and TENANT shall each pay fifty percent (50%) of the cost of such improvements, subject to a cap of $25,000 for TENANT''s portion of such improvements. The cost of such Capital Expenses shall be amortized over the useful life of such Capital Expenses and the annual amortized cost shall be invoiced by LANDLORD to TENANT annually, with such invoices payable within thirty (30) days of receipt by TENANT.

Section 3. This First Amendment to Lease Agreement may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

Section 3. This First Amendment to Lease Agreement may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

Section 4. Except as amended by this First Amendment, the terms and conditions of the Least Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Lease effective as of June 1, 2020.

**LANDLORD:**
**CITY OF LOUISVILLE,**
a Colorado home rule municipal corporation

By: _____
Ashley Stolzmann, Mayor

ATTEST:

By: _____
Meredyth Muth, City Clerk

**TENANT:**
**AVID4 ADVENTURE, INC .**
a Delaware corporation

By: _____
Paul Dreyer, CEO

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**RESOLUTION NO. 1**
**SERIES 2021**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT WITH AVID4 ADVENTURE, INC.**

**WHEREAS,** by Resolution No. 1, Series 2020, the City Council approved a Lease Agreement with Avid4 Adventure, Inc. for the City's property located at 1501 Empire Road; and

**WHEREAS,** due to financial difficulties incurred as a result of the COVID-19 Pandemic, Avid4 Adventure requested the City reduce the rent due under the Lease Agreement beginning June 1 through the end of 2020, which was approved by City Council in Resolution No. 44, Series 2020 on June 2, 2020; and

**WHEREAS,** Avid4 Adventure continues to experience financial difficulties from the pandemic due to the nature of its core business operations and has requested the City reduce the rent due under the Lease agreement beginning February 1, 2021 through December 31, 2021 as well as defer the Excess Rent provision of the lease until January 1, 2022; and

**WHEREAS,** the Council hereby finds and determines that execution of the proposed Second Amendment to Lease Agreement is appropriate and necessary and serves the functions and operations of the City by preserving an established tenancy.

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

Section 1. The proposed Second Amendment to Lease Agreement (the "Second Amendment") between the City of Louisville and Avid4 Adventure, Inc., is hereby approved in essentially the same form as the copy of such Second Amendment accompanying this Resolution.

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

**PASSED AND ADOPTED** this 5th day of January, 2021.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Lease") is entered into by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("LANDLORD" or "City") and **AVID4 ADVENTURE, INC.**, a Delaware corporation ("TENANT").

WHEREAS, LANDLORD and TENANT have entered into a Lease Agreement with an initial term commencing February 1, 2020 and ending on December 31, 2025; and

WHEREAS, such Lease Agreement provided for abatement of rent for the first four (4) months of the term, February 1 through May 31, 2020 ("Abatement Period"); and

WHEREAS, due to the financial impacts to its business caused by the COVID-19 Pandemic, the LANDLORD approved a First Amendment to the Lease by Resolution No. 44, Series 2020 to reduce the amount of rent due in 2020; and

WHEREAS, due to the continuing economic circumstances created by the COVID-19 Pandemic, the TENANT has requested LANDLORD defer the per square foot rent increase scheduled to take effect on February 1, 2021 until February 1, 2022 and to defer payment of excess rent due for subleases or other Transfers until January 1, 2022; and

WHEREAS, LANDLORD has considered such request and agrees to amend the Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and other consideration as set forth herein, LANDLORD and TENANT agree as follows:

Section 1. Section 1.3 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

**1.3 RENT.** In consideration of said demise, TENANT agrees to pay to LANDLORD for the Premises rent in equal monthly installments for the Initial Term as set forth in the following table:

| Month | Rate PSF | Monthly Gross Rent | Annual Gross Rent |
|---|---|---|---|
| Months 1-4 | $8.00 | $13,402.67 | $160,832.00* |
| 5-12 | $8.00 | $13,402.67 | $160,832.00 |
| 13-24 | ~~$11.00~~ $8.00 | ~~$18,428.67~~ $13,402.67 | ~~$221,144.00~~ $160,832.04 |
| 25-36 | ~~$11.33~~ $11.00 | ~~$18,981.53~~ $18,428.67 | ~~$227,778.32~~ $221,144.04 |
| 37-48 | ~~$11.67~~ $11.33 | ~~$19,550.97~~ $18,891.53 | ~~$234,611.67~~ $226,698.36 |
| 49-60 | ~~$12.02~~ | ~~$20,137.50~~ | ~~$241,650.02~~ |

| | | | |
|---|---|---|---|
| | $11.67 | $19,550.97 | $234,611.64 |
| | ~~$12.38~~ | ~~$20,741.63~~ | ~~$248,899.52~~ |
| 61-72 | $12.02 | $20,137.50 | $241,650.00 |

* Notwithstanding anything to the contrary contained in this Lease, and as set forth in the Lease Termination Agreement executed by LANDLORD, TENANT, and Human Movement, Inc., LANDLORD agrees not to demand or collect from TENANT monthly gross rent for the first four (4) months of the Initial Term (the "Abatement Period") and to accept as full payment for Months 5-12 twenty-five percent (25%) of the Monthly Gross Rent shown above (the "Rental Reduction Period") (collectively, the "Abatement Period" and the "Rental Reduction Period" are referred to herein as the "Rent Abatement"). The Rent Abatement afforded by this Section will be of no force or effect if there has occurred, as of the date on which any installment of Monthly Gross Rent would otherwise be due during the Abatement Period, (i) a default beyond any applicable notice and cure period, or (ii) an assignment of the Lease has occurred or a sublease of all or any portion of the Premises exists, for which the City's prior approval has not been obtained. Except for such Rent Abatement, all of the terms and conditions of this Lease will be applicable during the Abatement Period. Following the Abatement Period, rent shall be due and payable in advance on the first day of each calendar month at the office of LANDLORD specified herein. LANDLORD may assess a late charge of ten percent (10%) of any monthly rent installment or any other payment called for in this Lease that is delinquent ten (10) days or more if Tenant fails to pay any amount due to the LANDLORD within ten (10) days after such amount is due on more than one (1) occasion in any 12-month period. In addition, all rent in arrears and all amounts collectible as provided for in this Lease shall accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid. If the Initial Term commences or terminates on a day other than the first or last day of a calendar month respectively, then the rent for such month or months shall be prorated and the prorated amount shall be paid in advance.

Section 2. Section 8.4 of the Lease Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

**8.4 ADDITIONAL CONDITIONS; EXCESS RENT.** A condition of LANDLORD's consent to any Transfer shall be the delivery to LANDLORD of a true copy of the fully executed instrument of assignment, sublease, or transfer, in form and substance reasonably satisfactory to LANDLORD. In addition, beginning January 1~~, 2021,~~ 2022, TENANT shall pay to LANDLORD as additional rent within thirty (30) days after receipt thereof, without affecting or reducing any other obligations of TENANT hereunder, fifty percent (50%) of any rent or other economic consideration received by TENANT as a result of any Transfer that exceeds, in the aggregate: (i) the total rent which TENANT is obligated to pay LANDLORD under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased) for the applicable period, plus (ii) any reasonable brokerage commissions and attorneys' fees actually paid by TENANT in connection with

such Transfer, which commissions and fees shall, for purposes of the aforesaid calculation, be amortized on a straight-line basis over the term of such Transfer. For purposes of this Section 8.4, the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent.

Section 3. This Second Amendment to Lease Agreement may be executed in counterparts; each counterpart constitutes a complete and binding agreement but all of such counterparts, taken together, form one and the same agreement.

Section 4. Except as amended by the First Amendment and this Second Amendment, the terms and conditions of the Least Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, LANDLORD AND TENANT have executed this Second Amendment effective as of January 1, 2021.

**LANDLORD:**
**CITY OF LOUISVILLE,**
a Colorado home rule municipal corporation

By: _____
Ashley Stolzmann, Mayor

ATTEST:

By: _____
Meredyth Muth, City Clerk

**TENANT:**
**AVID4 ADVENTURE, INC .**
a Delaware corporation

By: Paul Dreyer
Paul Dreyer, CEO

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO, AMENDING SECTION 8.4 OF THE LEASE AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND AVID4 ADVENTURE, INC. REGARDING EXCESS RENT FOR NON-BUILDING PREMISES.**

**WHEREAS**, the City of Louisville ("LANDLORD") and AVID4 ADVENTURE, INC. ("TENANT") are parties to a Lease Agreement (the "Lease") dated February 1, 2020, for the premises located at 1501 Empire Road, Louisville, Colorado; and

**WHEREAS**, Section 8.4 of the Lease, titled "ADDITIONAL CONDITIONS; EXCESS RENT," establishes conditions under which TENANT may be required to pay the LANDLORD a portion of rent or other economic consideration received from Transfers (subleases); and

**WHEREAS**, the second sentence of Section 8.4 specifically states that "the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent" for the purpose of calculating 50% payment to the LANDLORD; and

**WHEREAS**, throughout a significant portion of the current Lease term, TENANT has operated under an understanding, informed by past guidance and interpretation, that this specific provision did not apply to sub-lease revenue generated from areas of the Premises not contained within a building (e.g., yard storage); and

**WHEREAS**, a recent clarification from City staff regarding the application and enforcement of this specific provision has indicated a requirement for TENANT to pay 50% of such non-building sub-lease revenue as excess rent, which constitutes a material financial impact and potential retroactive liability for TENANT; and

**WHEREAS**, the City Council desires to support its local businesses, foster predictable and stable operating environments, and maintain strong tenant relationships within the community; and

**WHEREAS**, for upcoming lease terms, specifically effective 2026, the City has elected to remove the "excess rent" clause for non-building space from the lease structure, opting instead for a revised, higher overall monthly lease rate that incorporates the value of the entire leased property; and

**WHEREAS**, to resolve the current misunderstanding, provide clarity, mitigate material financial impact to TENANT for the current Lease term, and align the spirit of the existing Lease with the City's forward-looking leasing strategy and a mutually beneficial tenant relationship, it is deemed to be in the best interest of the City to amend the application of Section 8.4 for the duration of the current Lease term;

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

1. **Amendment to Section 8.4:** For the remaining duration of the Lease Agreement dated February 1, 2020, between the City of Louisville and AVID4 ADVENTURE, INC., the second sentence of Section 8.4 of said Lease, which states "For purposes of this Section 8.4, the full amount of rent or other economic consideration received by TENANT for any portion of the Premises not contained within a building shall be considered excess rent," shall be and is hereby **waived and rendered null and void**. Consequently, TENANT shall not be obligated to pay any excess rent to LANDLORD under Section 8.4 specifically derived from rent or other economic consideration received from sub-leases of areas of the Premises not contained within a building.
2. **Retroactive Application:** This amendment shall apply retroactively to the commencement date of the Lease, February 1, 2020, effectively waiving any prior, current, or future claim by the City for excess rent under the aforementioned clause.
3. **Other Provisions Unchanged:** All other terms, covenants, and conditions of the Lease Agreement not expressly amended herein shall remain in full force and effect.
4. **Authorization:** The City Manager is hereby authorized and directed to take all necessary actions and execute any and all documents, including a formal Lease Amendment, to implement this Resolution.

**INTRODUCED, READ, AND ADOPTED THIS [Day] DAY OF [Month], 2025, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.**

**CITY OF LOUISVILLE, COLORADO**

By: _____
Dennis Maloney
Mayor

**ATTEST:**

By: _____
Genny Kline
City Clerk

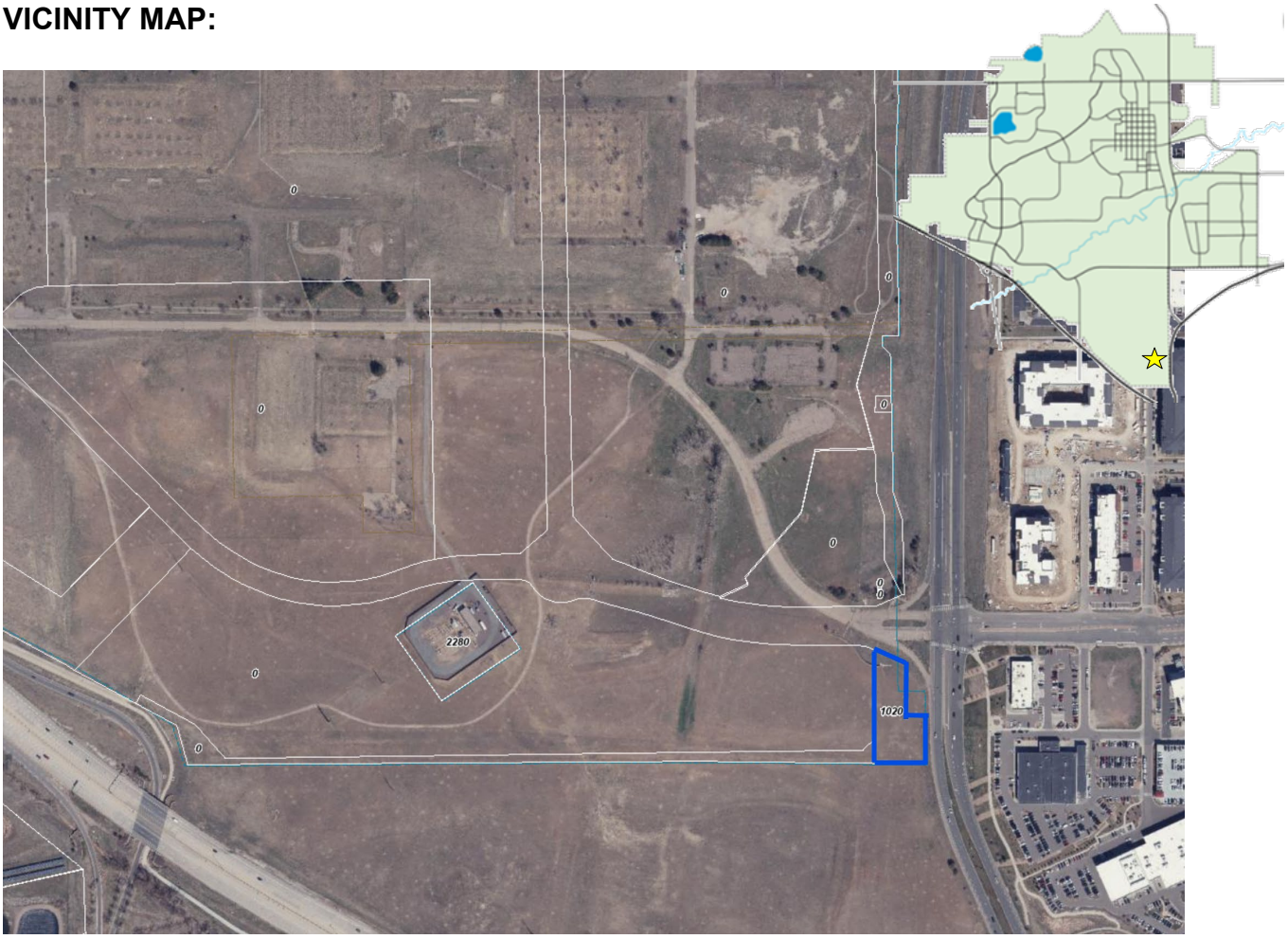
**SUBJECT:** **RESOLUTION NO. 106, SERIES 2025 – A RESOLUTION APPROVING THE REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT (PUD)**

**DATE:** **DECEMBER 16, 2025**

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

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

**VICINITY MAP:**

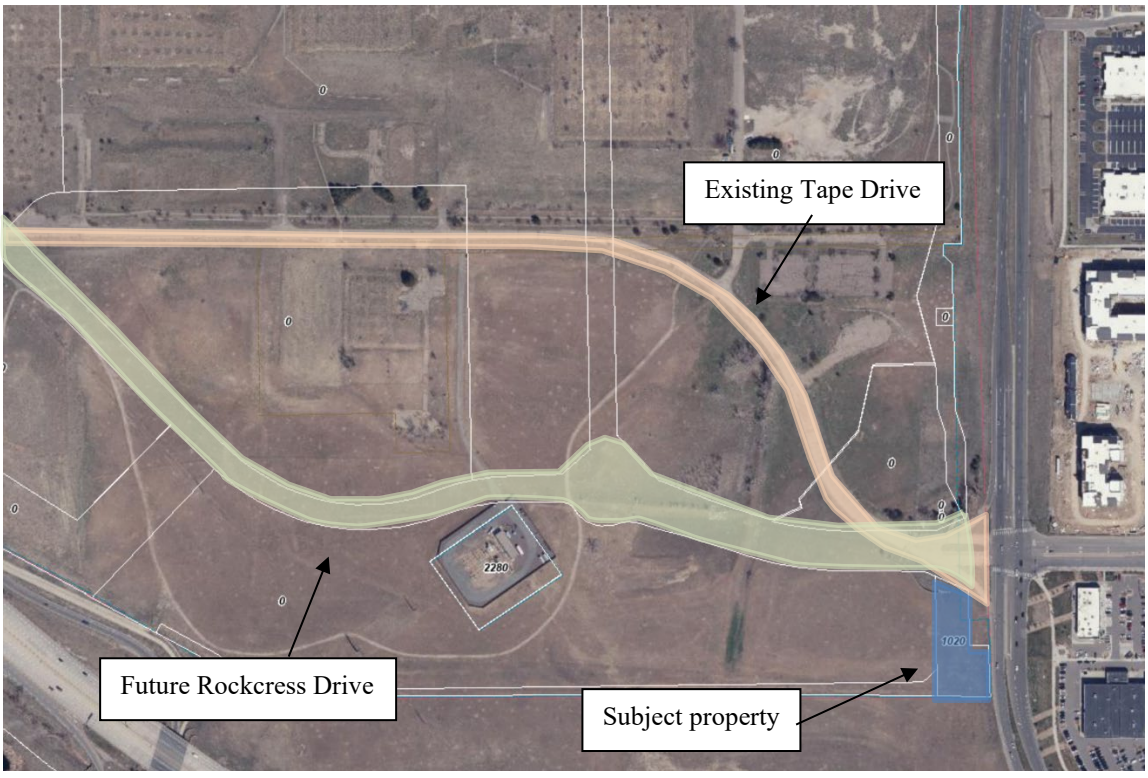



**SUMMARY:**
The applicant, Brue Baukol Capital Partners, is requesting approval of a final Planned Unit Development (PUD) to allow for the construction of a 1,031 square foot facility which will serve as the wastewater lift station for the Redtail Ridge development. The lift station will be dedicated to the City once construction is complete. The proposed development will

include access from future Rockcress Drive with associated landscaping, parking, lighting, and required grading and utilities.

**BACKGROUND / PRIOR DISCUSSIONS:**
The subject property is located in the southeastern corner of the Redtail Ridge Subdivision Filing No. 1. Development of this area is governed by the ConocoPhilips General Development Plan (GDP), which was established in 2010, and the Commercial Development Design Standards and Guidelines (CDDSG). Northwest Parkway is located to the east and Tape Drive is to the north. Directly south of the property is City of Broomfield vacant land.

The Redtail Ridge Filing No. 1 Subdivision was approved by City Council on August 20, 2024, and established a series of lots and blocks for development, road rights-of-way, utility easements, and private road access easements. As part of the Redtail Ridge improvements, Tape Drive, which extends from east to west across the development, will be removed and replaced by Rockcress Drive, which will serve as the primary east-west connector and will be the sole access road to the lift station property.




*Current and future roads in the Redtail Ridge subdivision.*

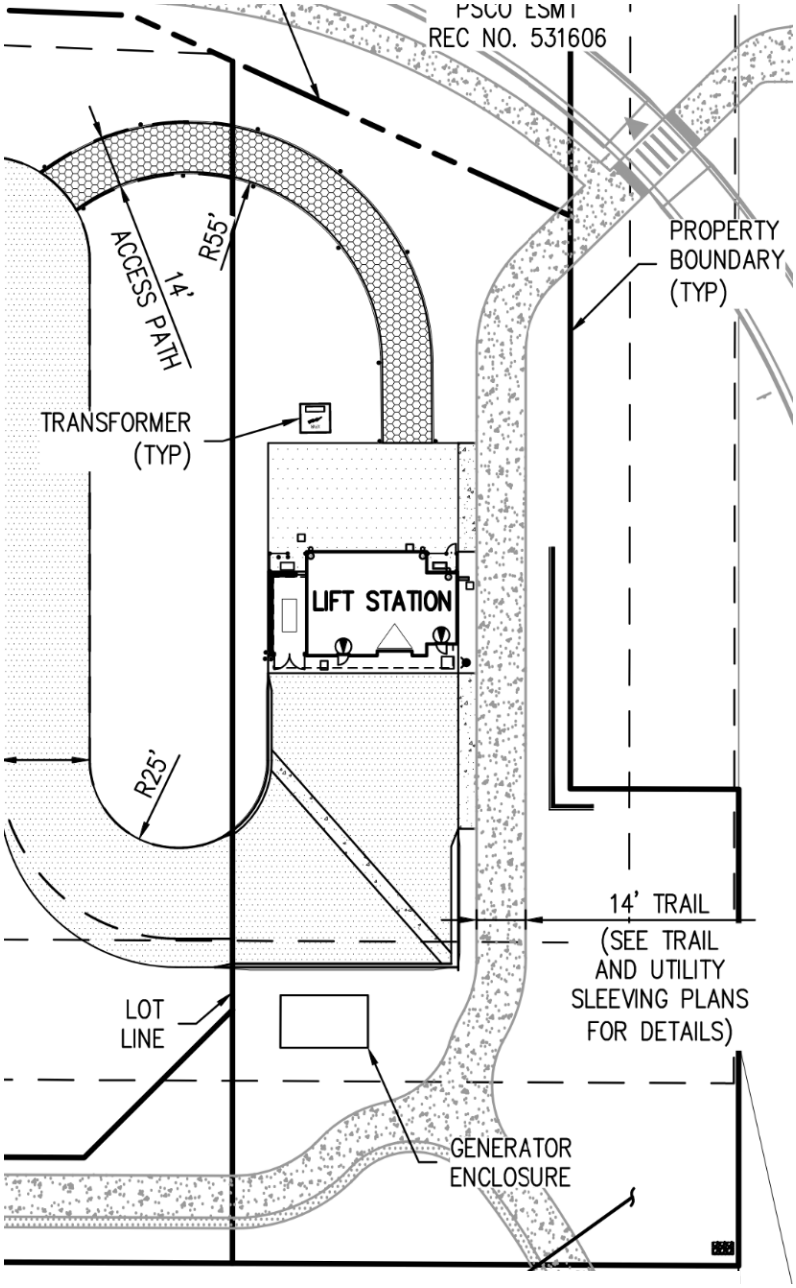
The proposed lift station will serve the entire Redtail Ridge development. Wastewater will be transported from the Redtail Ridge development to the City of Louisville Wastewater

Treatment Plant, located at 1155 Empire Road, where it will be treated. This new station is necessary to meet the infrastructure needs for future development in Redtail Ridge. The station will be dedicated to the City of Louisville, and the City will maintain responsibility for operation and maintenance of the property.

**DEVELOPMENT PROPOSAL:**

Site

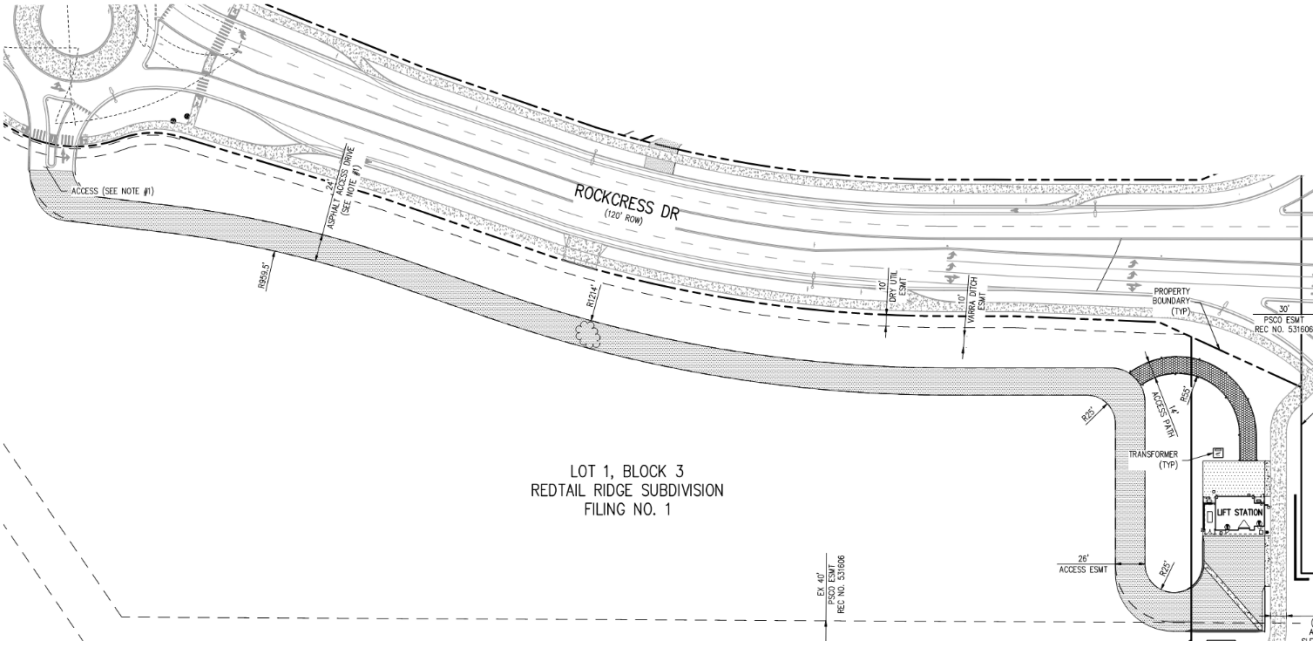
The proposal includes constructing a 1,031 square foot building, which will be used for pumping sewage from the Redtail Ridge development to the Louisville Wastewater Treatment Plant. The building will include two primary rooms. The main room will be above a wet well and house piping and equipment. The wet well and associated equipment will be accessed from floor hatches located in the main room. The other room will be an electrical room which will house electrical equipment used to power the station. Also included with the proposal are exterior mechanical equipment areas, including an emergency backup generator which will be enclosed and located on the southern portion of the lot, utility transformers which will be located north of the building, and air handling and air conditioning units. An existing chain link fence that runs through the property is proposed to be removed.




*Site plan*

Access to the property is for City operation and maintenance workers only, and no public access will be provided. A 24-foot access easement is dedicated to the property and will run from the proposed roundabout at Rockcress Drive to the western property boundary, connecting to a

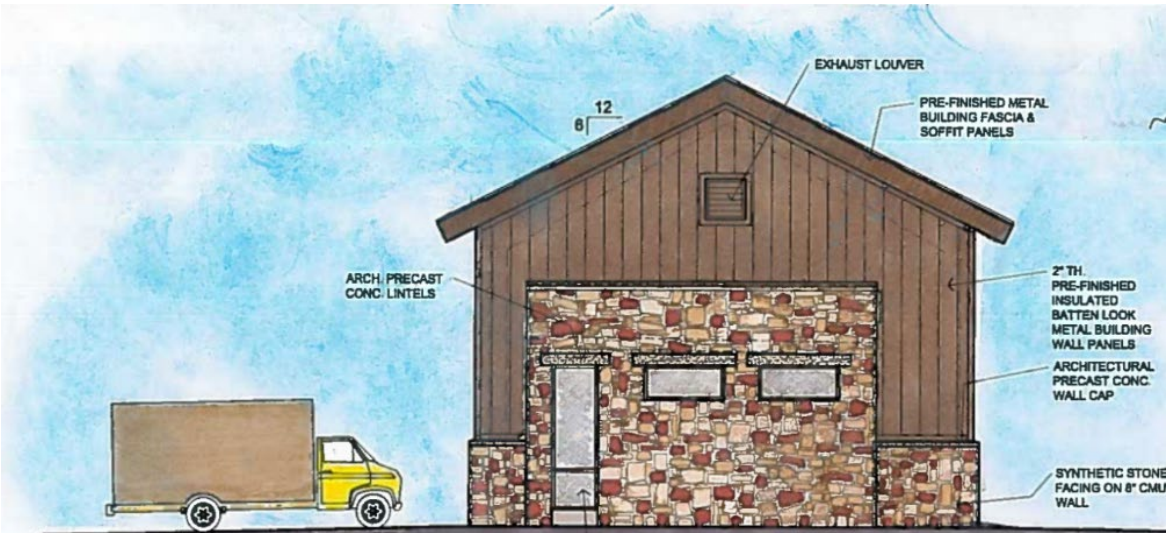
southern parking area. An additional 15-foot-wide access easement is proposed at the northwestern property boundary.




*Access to the property*

Building

The proposed single-story building will be located in the center of the lot. Building access will be restricted to operations and maintenance workers, with visitation to the site by workers expected to be once per day. The building is proposed to include a combination of metal and stone materials with a metal gabled roof. The north and east elevations will




*Proposed building materials*

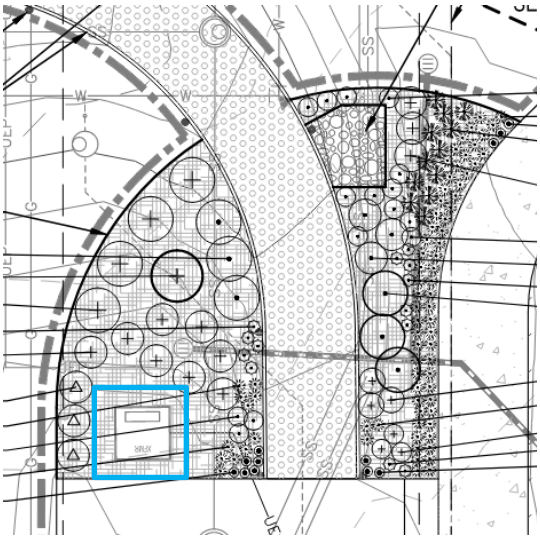
include windows, and the south elevation will include a pre-finished coiling door for vehicle access. Two pedestrian doors and the vehicle door on the south elevation will include overhead light fixtures for visibility and security

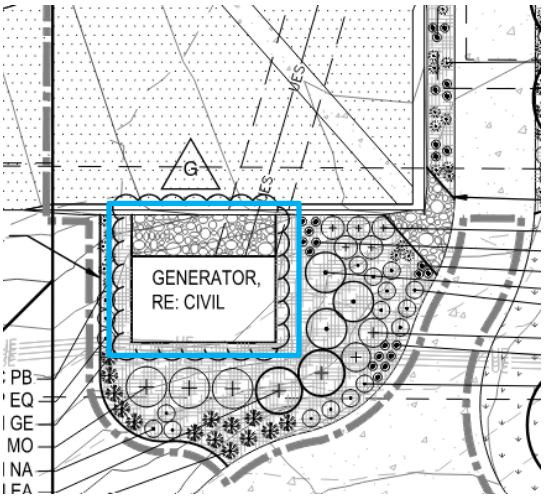
Mechanical Equipment

A proposed generator will be in an enclosure measuring 13' x 5' and will be 7 feet tall. The enclosure structure is shown in the bottom right image below, however the final color will be selected to match the building and surroundings. An electric transformer will be located north of the building. Both the generator enclosure and transformer will be screened with landscaping that includes shrub, perennials, and ornamental grasses.

An HVAC and air handling unit will be enclosed by a stone wall that extends from the western side of the building. The area will include a locked metal gate for controlled access.









*Top left: Stone wall enclosure; Bottom left: Landscape plan for generator enclosure; Top right: landscape plan for transformer; Bottom right: Generator enclosure*

Waivers
The applicant is requesting the following waivers:

1. Allow prefinished painted metal siding as an exterior material.
2. Allow light spill outside property boundaries.

Staff analysis of the waiver request is found in the below section.

**ANALYSIS:**
Zoning Analysis
*Compliance with Sec. 17.28.120*
Section 17.28.120.A of the Louisville Municipal Code (LMC) lists 28 criteria for PUDs that must be satisfied or found not applicable to approve a PUD. Analysis and staff's recommended finding of each criterion is provided in the attached Appendix A. The proposal has overall been found to comply with all applicable standards of this section.

CDDSG Analysis
*Compliance with the CDDSG*
The CDDSG establishes design criteria and minimum standards for commercial development. Analysis of each applicable section is provided below.

*CDDSG 1: Site Planning*
The proposed building meets all setbacks and site coverage standards. Vehicle parking and building entrance are internal to the site and not visible from adjacent streets. All mechanical equipment is appropriately screened. The proposal meets the site standards for site grading and drainage in the CDDSG.

*CDDSG 2: Vehicular Circulation and Parking*
Access to the site will be provided by a primary access easement on the western side of the property, connecting to the roundabout at Rockcress Drive. A secondary access easement is located to the north. Both easements are granted by the owners of Lot 3, Block 1, and will remain in place once Lot 3, Block 1 is developed. No public parking is proposed, but a parking area for service vehicles is proposed south of the building.

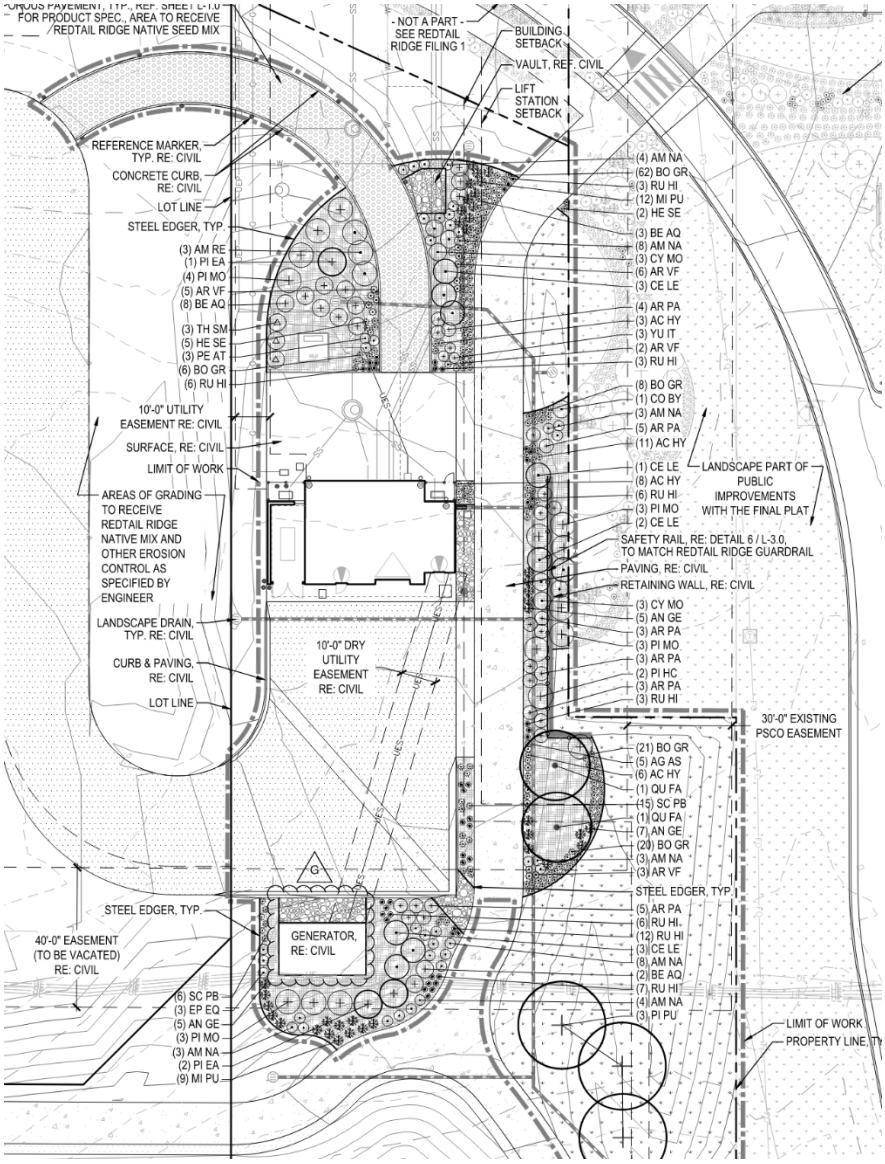
*CDDSG 3: Pedestrian and Bicycle Circulation*
A 14-foot paved concrete trail is proposed on the eastern property boundary. The trail will connect to a larger trail system within the Redtail Ridge development. Since the proposed building will be used exclusively by service personnel and will not be publicly accessible, no additional pedestrian or bicycle amenities are provided on the site.

*CDDSG 4: Architectural Design*
The proposed building meets height standards and incorporates design elements, such as windows, consistent with the standards and guidelines set forth in the CDDSG. The façade will include painted metal siding, for which a waiver is requested, and synthetic stone. The

gabled roof and overall massing provide an appropriate scale. The building material, color, and texture further contribute to the architectural design.

*CDDSG 5: Landscape Design*

Ornamental and evergreen trees, shrubs, ornamental grasses, and perennials are proposed in a garden bed located on the north side of the building, near the entrance to the primary building. An additional landscape area is located on the southern side of the building, surrounding the proposed generator enclosure. Deciduous, ornamental, and evergreen trees are proposed along the paved trail as well. The proposed landscape plan satisfies planting requirements in the CDDSG. Additional landscaping outside property boundaries are included in a greater development plan for Redtail Ridge and are not part of this proposal.




*Landscape plan*

*CDDSG 6: Screen Walls and Fences*

The proposal includes one screen wall made of synthetic stone that will extend from the western facade. The wall is located on the west elevation and will be 5-7 feet tall. No other fencing or screen walls are proposed.

*CDDSG 8: Exterior Site Lighting*
Three wall-mounted LED lights are proposed near the building entrances on the southern elevation, along with one floodlight on the northern elevation that will only turn on in emergency situations, and one wall-mounted light in the air handling unit wall enclosure on the western elevation. All proposed lighting are full cutoff fixtures and comply with maximum illumination standards outlined in the CDDSG. Photometric plans for normal operations and emergency operations are included with the proposal. One waiver is requested to allow light spill outside of property boundaries for lighting in emergency situations, which is further analyzed in the below section.

Waiver Analysis
Section 17.28.110 of the Louisville Municipal Code (LMC) sets the standards for all PUDs to comply with the underlying zoning standards and adopted design guidelines. The section also states that *any such requirements may be waived or modified through the approval process of the planned unit development if the spirit and intent of the development plan criteria contained in LMC Section 17.28.120 are met*. Analysis of each waiver request is provided below.

*Allow prefinished painted metal siding as an exterior material*
Section 4.5.1 of the CDDSG states that painted metal is not an acceptable exterior building material. The applicant is requesting a waiver from this standard to allow the use of painted metal siding on all sides of the proposed building. The proposed metal will be painted a brown color and will provide a complimentary and textural appeal alongside the synthetic stone, which is the other proposed building material. Additionally, the metal siding will align with the roof, which is proposed to be made of metal.

*Allow light spill outside of the site boundaries*
Section 8.1 of the CDDSG requires all site lighting and fixtures to be contained within the property boundaries. The photometric plan was revised following Planning Commission direction, and although full light spill outside of property boundaries could not be achieved in a manner that maintains safe operating conditions for maintenance staff, the revised photometric plan reflects no light spill outside property boundaries in normal situations and reduced spill in emergency situations. The proposed emergency lighting will spill a maximum of 4 feet outside of the western property boundary into Lot 1, Block 3 and will be a maximum of 0.1 footcandle of illumination. The emergency lighting includes a switch and will only be turned on when needed. Lighting levels have been coordinated with City operation and maintenance staff to ensure safe working conditions for normal and emergency activity. The minimum required 10-foot interior side yard building setback ensures that the light spill will not be visible from inside adjacent buildings on Lot 1, Block 3.

**2025 COUNCIL WORK PLAN:**
This item supports the City Council's priority of Economic Vitality.

**FISCAL IMPACT:**
Budgeted?: **Not Applicable**

**ALTERNATIVE(S):**
The City Council may approve, approve with conditions, or deny the application based on its compliance with the applicable review criteria and waivers.

**PLANNING COMMISSION RECOMMENDATION:**
At the November 13, 2025 meeting, the Planning Commission unanimously passed Resolution 17, Series 2025, recommending approval of the draft ordinance with one condition that the photometric plan be amended to have no light spill outside property boundaries. The resolution can be found in the attachments, and the meeting video can be viewed here: Meeting Videos | City of Louisville, CO

**RECOMMENDATION:**
Staff recommend City Council approval of Resolution No. 106, Series 2025 as drafted.

**ATTACHMENT(S):**
1. Resolution No. 106, Series 2025
2. Application Materials
3. Planning Commission Resolution 17, Series 2025
4. Staff Presentation

## APPENDIX A: PUD Criteria Analysis

| Criteria 17.28.120 (A) | Finding | Narrative |
|---|---|---|
| 1. An appropriate relationship to the surrounding area; | Compliant | The proposal is appropriate in size and scale to the surrounding area. |
| 2. Circulation in terms of the internal street circulation system, designed for the type of traffic generated, safety, separation from living areas, convenience, access, and noise and exhaust control. Proper circulation in parking areas in terms of safety, convenience, separation and screening; | Compliant | The proposal includes one primary access easement that is 24-feet-wide, which is adequate for two-way vehicular access. |
| 3. Consideration and provision for low and moderate-income housing; | Not applicable | The proposal does not include housing. |
| 4. Functional open space in terms of optimum preservation of natural features, including trees and drainage areas, recreation, views, density relief and convenience of function; | Not applicable | The proposal does not include dedicated open space, nor is existing open space located near the property. |
| 5. Variety in terms of housing types, densities, facilities and open space; | Not Applicable | The proposal does not include housing. |
| 6. Privacy in terms of the needs of individuals, families and neighbors; | Not applicable | The proposal does not include housing. |
| 7. Pedestrian and bicycle traffic in terms of safety, separation, convenience, access points of destination and attractiveness; | Compliant | The proposed concrete trail is located in an accessible location and connects to destination points outside of property boundaries. |
| 8. Building types in terms of appropriateness to density, site relationship and bulk; | Not applicable | The proposed building is one story and 1,031 square feet in size, which is an appropriate size in relation to the surrounding area. |

| | | |
|---|---|---|
| 9. Building design in terms of orientation, spacing, materials, color, texture, storage, signs and lighting; | Compliant with waiver | The proposed building, including waivers, provides a variety of materials and textures. |
| 10. Landscaping of total site in terms of purpose, such as screening, ornamental types used, and materials used, if any; and maintenance, suitability and effect on the neighborhood; | Compliant | The proposed landscape plan provides landscaping for utility screening, trail buffer, and overall site beautification. |
| 11. Compliance with all applicable development design standards and guidelines and all applicable regulations pertaining to matters of state interest, as specified in chapter 17.32; | Compliant with waiver | Aside from the requested waivers, the proposal complies with applicable design standards and guidelines. |
| 12. None of the standards for annexation specified in chapter 16.32 have been violated; | Not applicable | No annexation is proposed. |
| 13. Services including utilities, fire and police protection, and other such services are available or can be made available to adequately serve the development specified in the final development plan. | Compliant | The proposed site layout is oriented in a way that provides access for utilities, fire, and police protection. |

| Criteria 17.28.120 (B) | Finding | Narrative |
|---|---|---|
| 1. Development shall be in accordance with the adopted elements of the comprehensive development plan of the city, and in accordance with any adopted development design standards and guidelines. | Compliant | The proposal is in accordance with the adopted comprehensive plan and all adopted design standards and guidelines. |
| 2. No structures in a planned unit development shall encroach upon the floodplain. Existing bodies of water and existing stream courses shall not be channelized or altered in a planned unit development plan. | Compliant | The subject property is not located in a floodplain, nor are there existing bodies of water in the area. |

| | | |
|---|---|---|
| 3. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved specifically by the city. | Not applicable | There are no signs of subsidence on the subject property. |
| 4. The proposal should utilize and preserve existing vegetation, land forms, waterways, and historical or archeological sites in the best manner possible. Steep slopes and important natural drainage systems shall not be disrupted. How the proposal meets this provision, including an inventory of how existing vegetation is included in the proposal, shall be set forth on the landscape plan submitted to the city. | Not applicable | There are no existing landforms, waterways, historical sites, or significant vegetation on the subject property. |
| 5. Visual relief and variety of visual sitings shall be located within a development in the overall site plan. Such relief shall be accomplished by building placements, shortened or interrupted street vistas, visual access to open space and other methods of design. | Not applicable | The proposal includes a single building that is less than 50 linear feet and will not be open to the public. As such, visual relief is not included with this proposal. |
| 6. Open space within the project shall be located in such a manner as to facilitate pedestrian use and to create an area that is usable and accessible to residents of surrounding developments. | Not applicable | The proposal does not include dedicated open space within property boundaries. |
| 7. Street design should minimize through traffic passing residential units. Suggested standards with respect to paving widths, housing setbacks and landscaping are set forth in public works standards of the city and applicable development design standards and guidelines. The system of streets, including parking lots, shall aid the order and aesthetic quality of the development. | Not applicable | The proposal does not include new streets within property boundaries. |
| 8. There shall exist an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels as well as to parks, open space or recreation facilities within the development. Pedestrian links to trail systems of the city shall be provided. | Compliant | The proposal includes a paved trail that will connect to an overall trail system in Redtail Ridge, providing |

| | | |
|---|---|---|
| | | adequate pedestrian circulation. |
| 9. The project and development should attempt to incorporate features which reduce the demand for water usage. | Compliant | The proposed landscape plan includes native plant species that reduce water demand. |
| 10. Landscape plans shall attempt to reduce heating and cooling demands of buildings through the selection and placement of landscape materials, paving, vegetation, earth forms, walls, fences, or other materials. | Compliant | The proposed landscape plan includes thoughtful layout of a variety of trees, shrubs, and vegetation that may provide additional benefits to the building. |
| 11. Proposed developments shall be buffered from collector and arterial streets. Such buffering may be accomplished by earthen berms, landscaping, leafing patterns, and other materials. Entrance islands defining traffic patterns along with landscaping shall be incorporated into entrances to developments. | Compliant | The proposal is buffered from collector and arterial streets by landscaping and building setbacks. |
| 12. There shall be encouraged the siting of lot arrangement, building orientation and roof orientation in developments so as to obtain the maximum use of solar energy for heating. | Compliant | The proposed gabled roof is oriented in a direction that may allow for solar energy in the future. |
| 13. The overall PUD shall provide a variety of housing types. | Not applicable | The proposal does not include housing. |
| 14. Neighborhoods within a PUD shall provide a range of housing size. | Not applicable | The proposal does not include housing. |
| 15. Architectural design of buildings shall be compatible in design with the contours of the site, compatible with surrounding designs and neighborhoods, shall promote harmonious transitions and scale in character in areas of different planned uses, and shall contribute to a mix of styles within the city. | Compliant | The proposal includes architectural features that result in a visually appealing final product and are compatible with the surrounding Redtail Ridge development. |

**RESOLUTION NO. 106**
**SERIES 2025**

**A RESOLUTION APPROVING THE REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT**

**WHEREAS**, there has been submitted to the City Council an application for a planned unit development to construct a lift station on the property located at 1020 Rockcress Drive; and

**WHEREAS,** the subject property, Tract K, Redtail Ridge Filing No. 1, is in the Planned Community Commercial (PC) Zone District; and

**WHEREAS**, City staff have reviewed the information submitted and found that the application complies with the Louisville zoning regulations, design standards and other applicable sections of the Louisville Municipal Code; and

**WHEREAS**, the Planning Commission considered the application at a duly noticed public hearing on November 13, 2025, where evidence and testimony were entered into the record, and the Planning Commission voted unanimously in favor of recommending approval with one condition; and

**WHEREAS**, the City Council considered the application at a duly noticed public hearing on December 16, 2025, where evidence and testimony were entered into the record, including the findings in the Louisville City Council staff report dated December 16, 2025; and

**WHEREAS,** the City Council finds the application should be approved, as set forth herein.

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

**Section 1.** The City Council of the City of Louisville, Colorado does hereby approve the Redtail Ridge Lift Station Planned Unit Development.

**PASSED AND ADOPTED** this 16th day of December 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

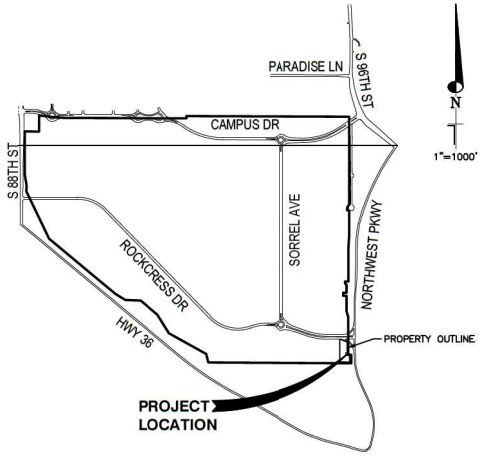
# REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT

**TRACT K, REDTAIL RIDGE FILING NO. 1**
**LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69**
**WEST OF THE 6th P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO**

## DRAWING INDEX


| SHT NO. | DWG NO. | TITLE |
|---|---|---|
| 1 OF 13 | --- | COVER |
| 2 OF 13 | C-1 | OVERALL SITE PLAN |
| 3 OF 13 | C-2 | SITE PLAN |
| 4 OF 13 | C-3 | UTILITY PLAN |
| 5 OF 13 | C-4 | GRADING PLAN |
| 6 OF 13 | L-1.0 | LANDSCAPE PLANT SCHEDULE |
| 7 OF 13 | L-2.0 | LANDSCAPE PLAN |
| 8 OF 13 | L-3.0 | LANDSCAPE DETAILS |
| 9 OF 13 | A-4 | BUILDING ELEVATIONS |
| 10 OF 13 | A-5 | BUILDING ELEVATIONS |
| 11 OF 13 | E-101L | EXTERIOR PHOTOMETRIC PLAN NORMAL LIGHTING |
| 12 OF 13 | E-101L-1 | EXTERIOR PHOTOMETRIC PLAN EMERGENCY LIGHTING |
| 13 OF 13 | E-3 | LIGHTING FIXTURE CUT-SHEETS AND FIXTURE SCHEDULE |


| Requested Waivers of CDDS&G Not Applicable to Redtail Ridge Lift Station | |
|---|---|
| **Section** | **Waiver Request** |
| 4.5.1.H | Allow prefinished painted metal siding as ar exterior material. |
| 8.1D | Allow light spill outside of the site boundaries. |




**VICINITY MAP**

## GENERAL NOTES:

1. THE PROPERTY IS ZONED PLANNED COMMUNITY COMMERCIAL.
2. ALL LANDSCAPING WILL BE OWNED/MAINTAINED BY THE METRO DISTRICT.
3. THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO, OR REPAIR OF, MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS.

## PROJECT DESCRIPTION:

THE BUILDING WILL BE APPROXIMATELY 1,031 SQUARE FEET THAT WILL HOUSE THE LIFT STATION FOR THE REDTAIL RIDGE DEVELOPMENT. THE LIFT STATION SITE WILL ALSO HOUSE A GENERATOR WITH ITS OWN ENCLOSURE COATED TO MATCH THE LIFT STATION COLOR SCHEME AND AN HVAC AREA THAT WILL BE SCREENED FROM VIEW.

## LEGAL DESCRIPTION:

TRACT K
REDTAIL RIDGE FILING NO. 1
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
SAID PARCEL CONTAINS 32,962 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

OWNERSHIP SIGNATURE BLOCK

The undersigned as the owner of the of the lands described herein, hereby agrees on behalf of itself, and its heirs, successors and assigns to develop and maintain the property described hereon in accordance anc compliance with this approved plan and the Louisville Municipal Code.

REDTAIL RDGE METROPOLITAN DISTRICT

Witness mylour hand(s) and seal(s) this____day of _____,20 ___.

BY:___ DONALD GUERRA, BOARD PRESIDENT_____

Owner Name and Signature

_____ (Notary Seal)
Notary Name (print)

_____
Notary Signature

My Commission Expires_____

**CITY COUNCIL CERTIFICATE**

Approved this ___ day of _____, 20___ by the City Council of the City of Louisville, Colorado.
Resolution No. _____, Series _____

(City Seal)

_____
Mayor Signature

_____
City Clerk Signature

**PLANNING COMMISSION CERTIFICATE**

Approved this ___ day of _____, 20___ by the Planning Commission of the City of Louisville, Colorado.
Resolution No. _____, Series _____


| Contact Information |
|---|
| Landowner: |
| Redtail Ridge Development, LLC |
| 1555 Blake Street, Suite 210 |
| Denver, CO 80202 |
| Applicant: |
| Jay Hardy |
| 1555 Blake Street, Suite 210 |
| Denver, CO 80202 |
| 970-581-8863 |
| jay.hardy@bruebaukol.com |
| Architect: |
| Lintjer+Haywood Architects |
| Bruce Lintjer |
| 303-408-5939 |
| blintjer@lintjer-haywood.com |
| Landscape Architect: |
| Norris Design |
| Jared Carlon |
| 303-892-1166 |
| jcarlon@norris-design.com |
| Photometric Engineer: |
| Dewberry Engineers Inc. |
| Stephen Blucher |
| 919-424-3775 |
| sblucher@dewberry.com |


| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
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| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |


Dewberry®
Dewberry Engineers Inc.
990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802


# PLANNED UNIT DEVELOPMENT SUBMITTAL

## DECEMBER 2025

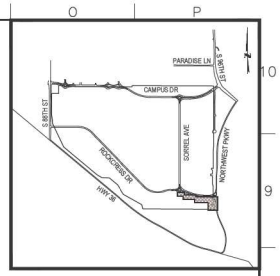
CVR19453-0.DWG

12/01/2025
COVER SHEET
SHEET 1 OF 13

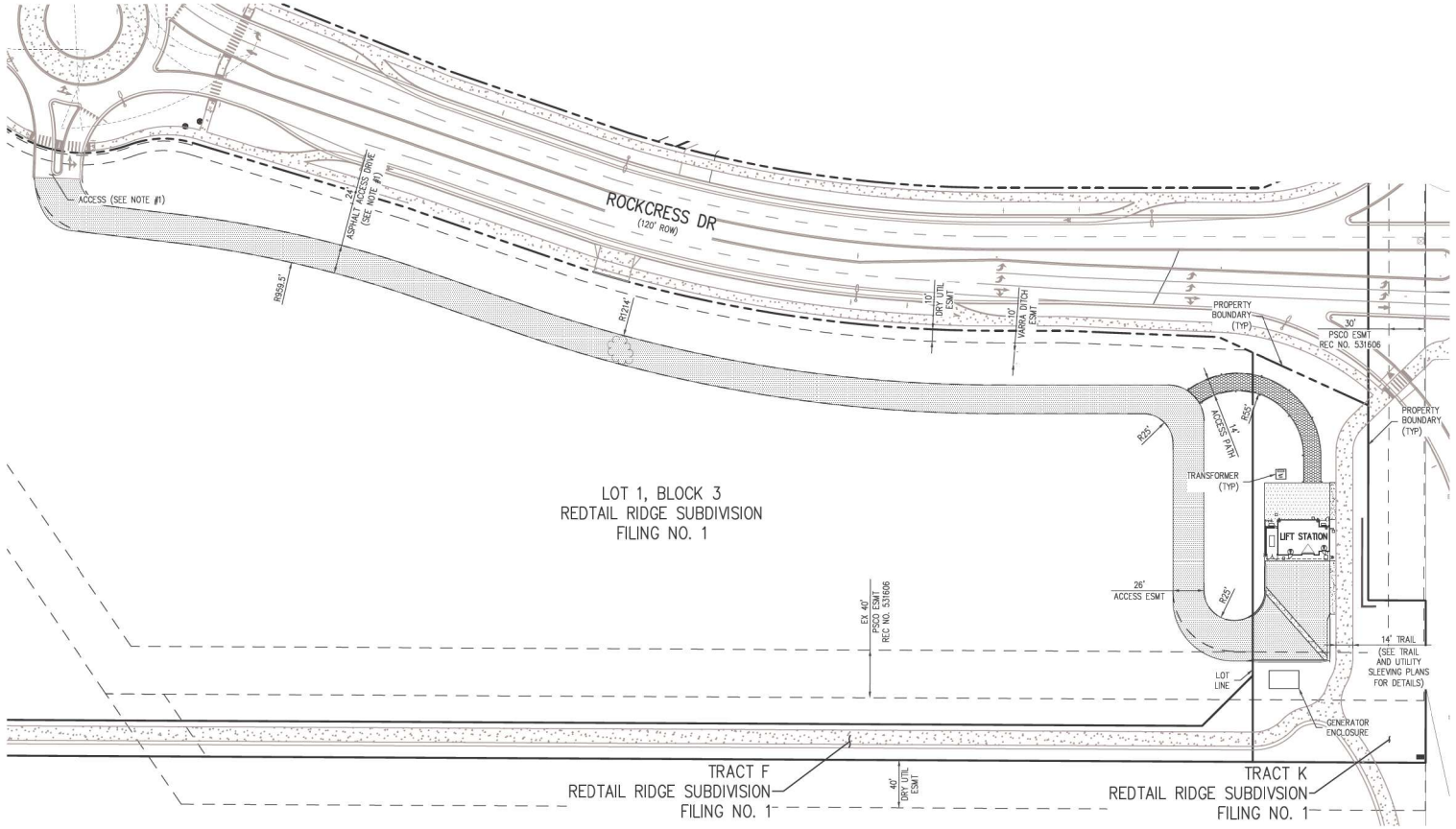
## GENERAL NOTES:

1. IF THIS ACCESS IS INSTALLED A GATE OR BOLLARDS SHALL ALSO BE INSTALLED 1' INTO LOT 1 BLOCK 3 OFF THE RIGHT OF WAY. THE GATE OR BOLLARDS SHALL BE COORDINATED WITH THE INSPECTOR AT TIME OF CONSTRUCTION SHOULD CONSTRUCTION BE NECESSARY.

| ABBREVIATIONS | |
|---|---|
| ESMT | EASEMENT |
| EX | EXISTING |
| NO. | NUMBER |
| PSCO | PUBLIC SERVICE COMPANY OF COLORADO |
| ROW | RIGHT-OF-WAY |
| TYP | TYPICAL |
| UTIL | UTILITY |




KEY MAP
1"=2000'




## LEGEND

| | EXISTING | PROPOSED |
|---|---|---|
| PROPERTY BOUNDARY | | |
| RIGHT-OF-WAY | | |
| UTILITY EASEMENT | | |
| RETAINING WALL | | |
| FIRE HYDRANT | | |
| BOLLARD | | |
| BUILDING ENTRANCE | | |
| STREET LIGHT | | |
| SIGN | | |
| TRANSFORMER | | |
| ASPHALT | | |
| GRASS PAVER | | |
| CONCRETE | | |
| ROAD BASE OR OTHER SUITABLE MATERIAL AS DIRECTED BY CITY | | |

| Submittal Number | Date |
|---|---|
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| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |

50 0 50 100
SCALE: 1" = 50'

PLOT STAMP: 8/14/2025 5:02 PM

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING 0000
DRAWN MB
DESIGNED TJS
CHECKED TJS

APPROVED:
PRINCIPAL
DATE:

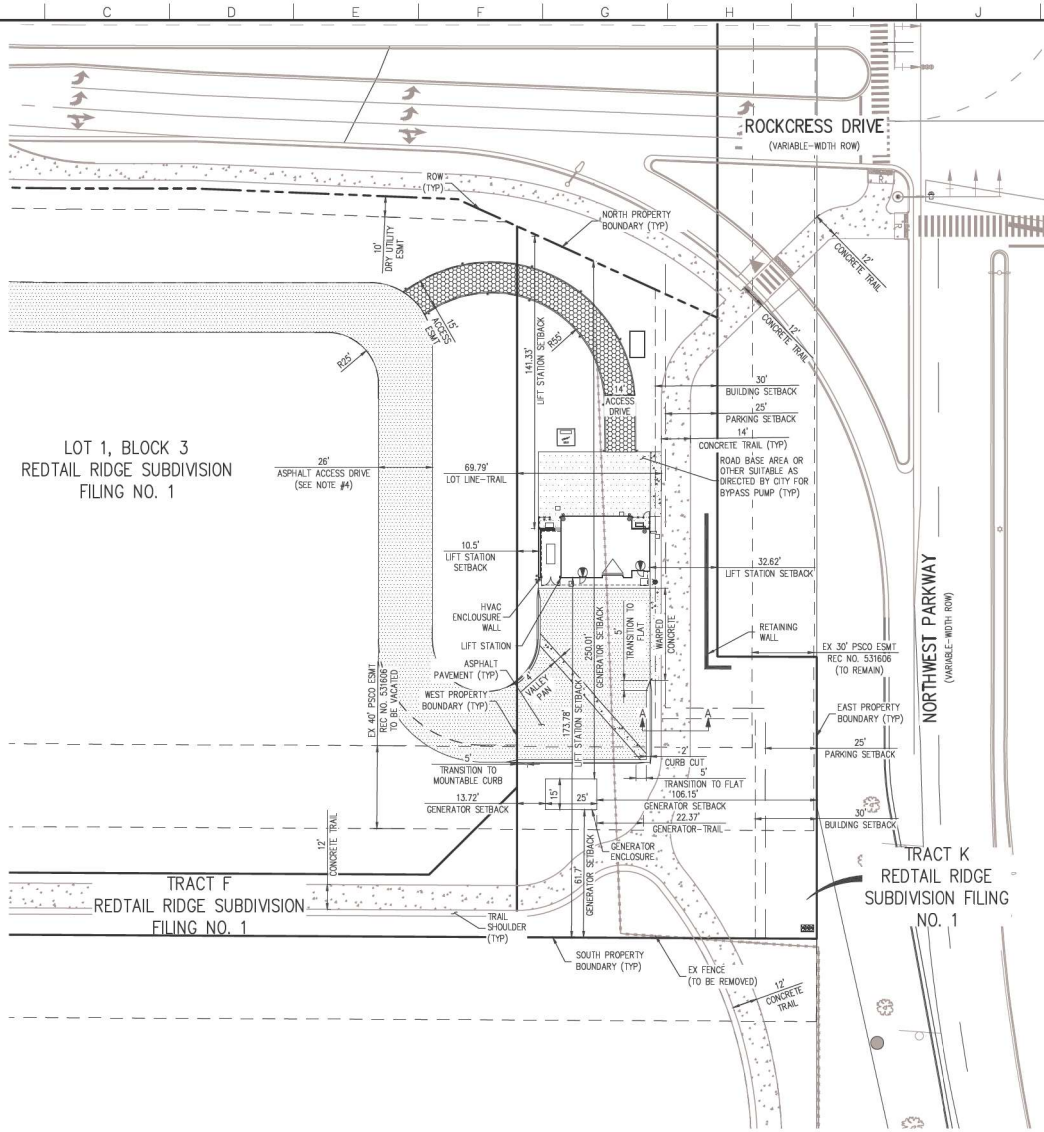
| REVISIONS | | | | |
|---|---|---|---|---|
| REV. | DESCRIPTION | BY | DATE | APP. |
| C | PUD RESUBMITTAL | TS | 01/12/23 | MM |
| D | PUD RESUBMITTAL NO.3 | TS | 12/01/23 | MM |
| E | PUD RESUBMITTAL NO.5 | TS | 10/11/24 | MM |
| F | PUD RESUBMITTAL NO.6 | TS | 04/03/25 | MM |
| G | PUD RESUBMITTAL NO.7 | TS | 08/15/25 | MM |
| H | PUD RESUBMITTAL NO.8 | TS | 12/01/25 | MM |

# REDTAIL RIDGE FILING NO. 1

## REDTAIL RIDGE LIFT STATION
## PLANNED UNIT DEVELOPMENT

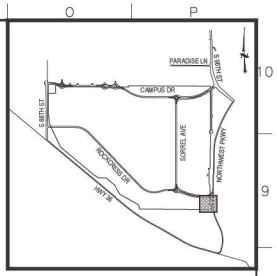
OVERALL SITE PLAN

DATE: 08-23-2021
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER C-1
SHEET NUMBER 2




| PROJECT SUMMARY | |
|---|---|
| TOTAL LAND AREA: | 37.663 SF |
| BUILDING AREA | |
| ALLOWABLE: | 8,500 SF |
| PROPOSED: | 1,031 SF |
| PERCENT: | 2.70% |
| OPEN SPACE: | |
| PROPOSED: | 21,300 SF |
| PERCENT: | 57% |
| REQUIRED: | 30% |
| BUILDING HEIGHT: | |
| ALLOWABLE: | 40 FT; 1 STORY |
| PROPOSED: | ±26 FT; 1 STORY |
| BUILDING SETBACKS | |
| NORTH SETBACK (REAR) | |
| REQUIRED: | 30 |
| PROVIDED: | 130 |
| EAST SETBACK (SIDE) | |
| REQUIRED: | 30 |
| PROVIDED: | 32 |
| SOUTH SETBACK (FRONT) | |
| REQUIRED: | 10 |
| PROVIDED: | 170 |
| WEST SETBACK (SIDE) | |
| REQUIRED: | 10 |
| PROVIDED: | 10 |
| PARKING SETBACKS: | |
| EAST PARKING SETBACK (SIDE) | |
| REQUIRED: | 25 |
| PROVIDED: | 27 |
| SOUTH PARKING SETBACK (FRONT) | |
| REQUIRED: | 25 |
| PROVIDED: | 93 |
| WEST PARKING SETBACK (SIDE) | |
| REQUIRED: | 10 |
| PROVIDED: | 10 |
| PARKING: | 5,100 SF |
| PERCENT: | 13.20% |

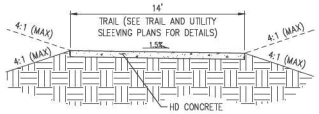
| ABBREVIATIONS | |
|---|---|
| ESMT | EASEMENT |
| EX | EXISTING |
| FT | FEET |
| HD | HIGH DENSITY |
| HVAC | HEATING, VENTILLATION, & AIR CONDITIONING |
| PSCO | PUBLIC SERVICE COMPANY OF COLORADO |
| ROW | RIGHT-OF-WAY |
| SF | SQUARE FEET |
| TYP | TYPICAL |




KEY MAP
1"=2000'

LEGEND

| | EXISTING | PROPOSED |
|---|---|---|
| PROPERTY BOUNDARY | | |
| RIGHT-OF-WAY | | |
| UTILITY EASEMENT | | |
| RETAINING WALL | | |
| FIRE HYDRANT | | |
| BOLLARD | | |
| BUILDING ENTRANCE | | |
| STREET LIGHT | | |
| SIGN | | |
| TRANSFORMER | | |
| ASPHALT | | |
| GRASS PAVER | | |
| CONCRETE | | |
| ROAD BASE OR OTHER SUITABLE MATERIAL AS DIRECTED BY CITY | | |




A-A: TRAIL CROSS SECTION

## GENERAL NOTES:

1. HIGHEST NATURAL ELEVATION AT BUILDING CORNER = 5364.50'
2. LOWEST NATURAL ELEVATION AT BUILDING CORNER = 5364.50'
3. AVERAGE NATURAL ELEVATION = 5364.50'
4. BUILDING HEIGHT = 5390.58'
5. MAXIMUM ALLOWABLE BUILDING HEIGHT = 40'-0"
6. EXTERIOR DRY UTILITY FACILITIES MAY BE RELOCATED AT THE CITY'S DISCRETION TO ACCOMMODATE SITE USE.
7. TRAIL FOR THE LIFT STATION SHALL BE PROVIDED WITH INITIAL PHASE OF DEVELOPMENT.
8. THE TEMPORARY ASPHALT DRIVE SHALL ONLY BE CONSTRUCTED IF LOT 3, BLOCK 1 IS NOT UNDER CONSTRUCTION AT THE SAME TIME AS THE LIFT STATION IS UNDER CONSTRUCTION. THIS ASPHALT DRIVE WILL BE CONSTRUCTED AND OWNED BY THE OWNERSHIP OF LOT 3, BLOCK 1. AN EASEMENT TO CITY OF LOUISVILLE IS GRATED BY THE REDTAIL RIDGE FILING NO. 1 SUBDIVISION PLAT PROVIDING ACCESS ALONG THE TEMPORARY ASPHALT DRIVE TO CITY OF LOUISVILLE TO ACCESS THE LIFT STATION THROUGH LOT 3, BLOCK 1. THIS EASEMENT WILL REMAIN IN PLACE AND PROVIDE ACCESS TO THE LIFT STATION EVEN AFTER LOT 3, BLOCK 1 IS CONSTRUCTED.

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
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| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |

30 0 30 60
SCALE: 1" = 30'

PLOT STAMP: 8/15/2025 12:43 PM

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING 0000
DRAWN MB
DESIGNED TJS
CHECKED TJS

APPROVED:
PRINCIPAL
DATE:

REVISIONS

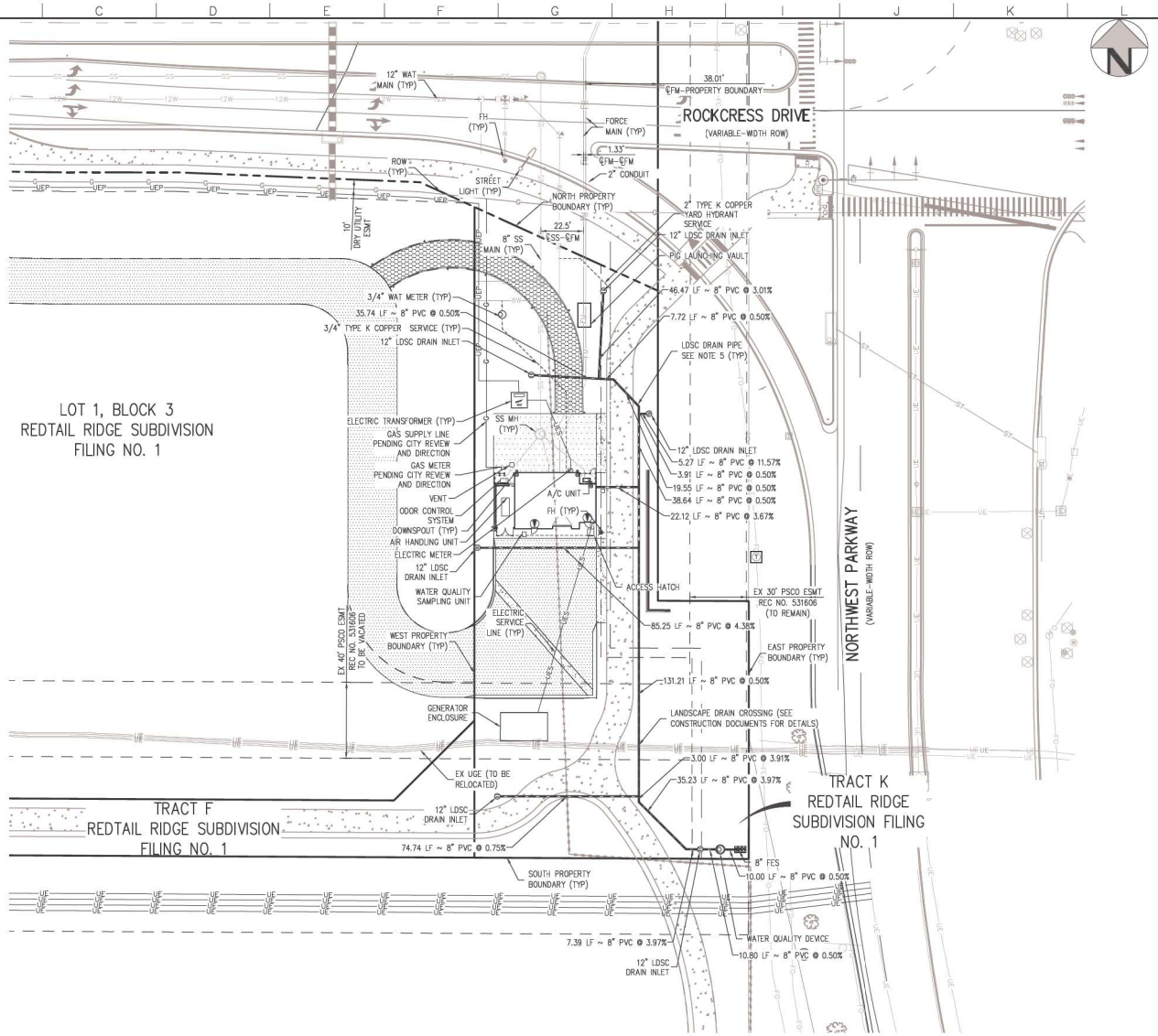
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| G | PUD RESUBMITTAL NO.7 | TS | 08/15/25 | MM |
| H | PUD RESUBMITTAL NO.8 | TS | 12/01/25 | MM |

# REDTAIL RIDGE FILING NO. 1

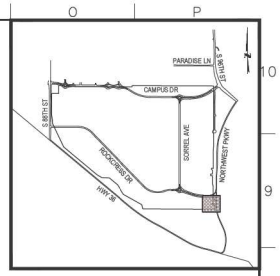
## REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT

SITE PLAN

DATE: 08-23-2021
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER C-2
SHEET NUMBER 3




| ABBREVIATIONS | |
|---|---|
| A/C | AIR CONDITIONING |
| ℄ | CENTER LINE |
| ESMT | EASEMENT |
| EX | EXISTING |
| FM | FORCE MAIN |
| FO | FIBER OPTIC |
| FH | FIRE HYDRANT |
| HD | HIGH DENSITY |
| LDSC | LANDSCAPE |
| MH | MANHOLE |
| PSCO | PUBLIC SERVICE COMPANY OF COLORADO |
| ROW | RIGHT-OF-WAY |
| SS | SANITARY SEWER |
| ST | STORM |
| TYP | TYPICAL |
| UGE | UNDER GROUND ELECTRIC |
| WAT | WATER |




KEY MAP
1"=2000'

## LEGEND

| | EXISTING | PROPOSED |
|---|---|---|
| PROPERTY BOUNDARY | | |
| RIGHT-OF-WAY | | |
| UTILITY EASEMENT | | |
| RETAINING WALL | | |
| GAS | G | G |
| WATER MAIN | W | SW |
| WATER SERVICE | | |
| STORM SEWER W/ MANHOLE & INLET | ST | ST |
| SANITARY SEWER W/ MANHOLE & INLET | SS | SS |
| SANITARY SEWER FORCE MAIN | FM | FM |
| 11¼° FITTING | | |
| 22½° FITTING | | |
| 45° FITTING | | |
| 90° FITTING | | |
| WATER CROSS | | |
| WATER TEE | | |
| GATE VALVE | | |
| ELECTRIC PULL BOX | | |
| TELEPHONE VAULT | T | |
| FIRE HYDRANT | | |
| BOLLARD | | |
| BUILDING ENTRANCE | | |
| STREET LIGHT | | |
| SIGN | | |
| TRANSFORMER | | |
| ASPHALT | | |
| GRASS PAVER | | |
| CONCRETE | | |
| ROAD BASE OR OTHER SUITABLE MATERIAL AS DIRECTED BY CITY | | |

| Submittal Number | Date |
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30 0 30 60
SCALE: 1" = 30'

PLOT STAMP: 8/14/2025 5:02 PM

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
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P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING 0000
DRAWN MB
DESIGNED TJS
CHECKED TJS

APPROVED:
PRINCIPAL
DATE:

REVISIONS

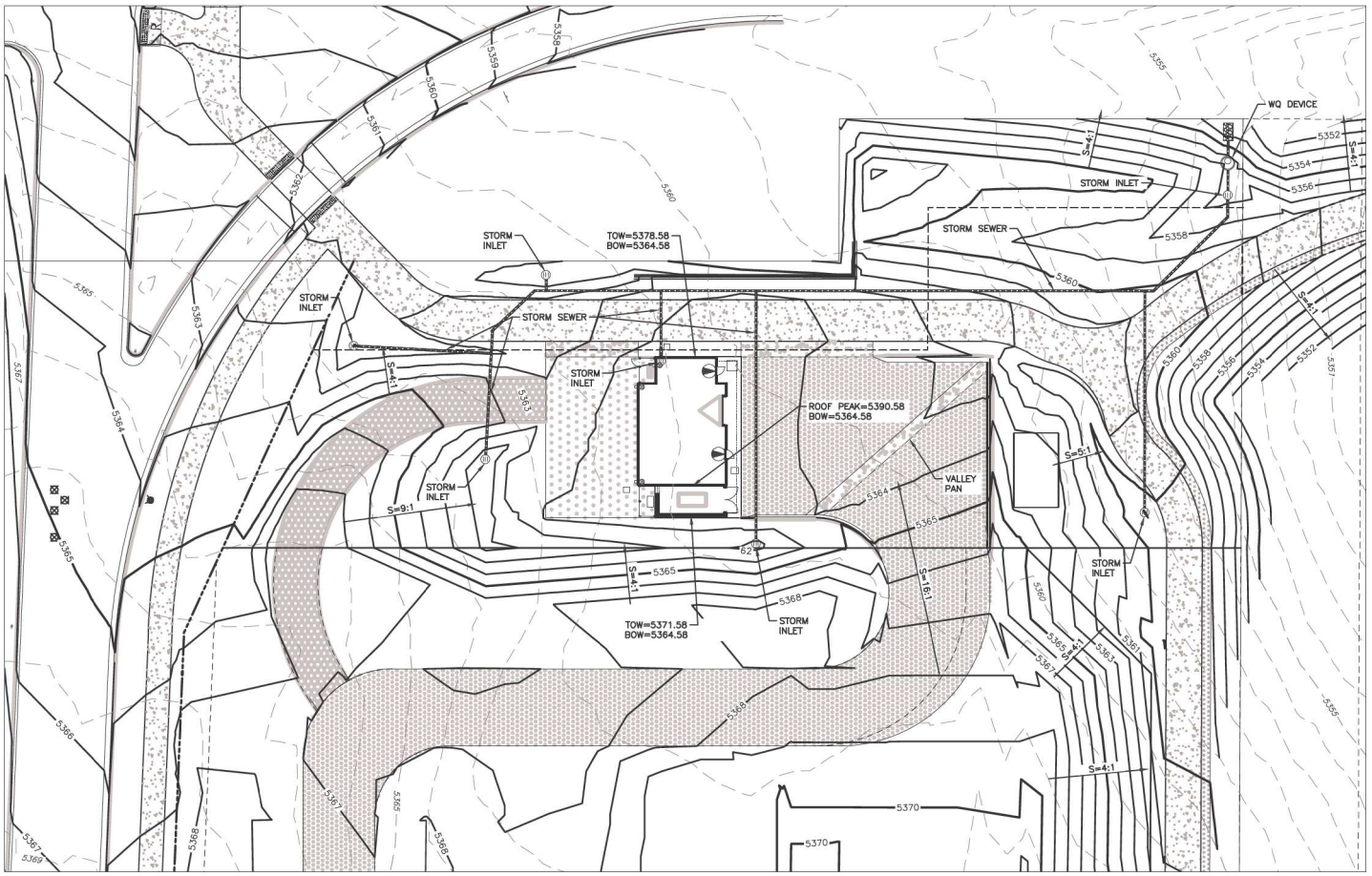
| REV. | DESCRIPTION | BY | DATE | APP. |
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| H | PUD RESUBMITTAL NO.8 | TS | 12/01/25 | MM |

# REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

UTILITY PLAN

DATE: 08-23-2021
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER C-3
SHEET NUMBER 4




SCALE: 1" = 20'

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
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**Dewberry**
Dewberry Engineers Inc.
990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802


LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING CPL19483-1
DRAWN TWL
DESIGNED SEF
CHECKED SEF

APPROVED:
PRINCIPAL
DATE:

REVISIONS

| REV. | DESCRIPTION | BY | DATE | APP. |
|---|---|---|---|---|
| A | PUD RESUBMITTAL | TWL | 01/12/23 | SEF |
| B | PUD RESUBMITTAL NO. 3 | TWL | 12/01/23 | SEF |
| C | PUD RESUBMITTAL NO. 5 | TWL | 10/11/24 | SEF |
| D | PUD RESUBMITTAL NO. 6 | TWL | 04/03/25 | SEF |
| E | PUD RESUBMITTAL NO. 7 | TWL | 08/15/25 | SEF |
| F | PUD RESUBMITTAL NO. 8 | TWL | 12/01/25 | SEF |

**REDTAIL RIDGE FILING NO. 1**

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

CIVIL

GRADING PLAN

DATE: 01/11/23
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER C-4
SHEET NUMBER 5

## PLANT SCHEDULE LIFT STATION

| CODE | QTY | BOTANICAL NAME | COMMON NAME | ROOT | |
|---|---|---|---|---|---|
| TREES | | | | | MATURE SIZE |
| QU FA | 2 | QUERCUS ROBUR FASTIGIATA | PYRAMIDAL ENGLISH OAK | 2" CAL. B & B | 50' H X 20' W |
| EVERGREEN TREES | | | | | MATURE SIZE |
| PI PU | 3 | PICEA PUNGENS | COLORADO SPRUCE | 2" CAL. B & B | 60' H X 20' W |
| PI EA | 3 | PINUS LEUCODERMIS `EMERALD ARROW` | EMERALD ARROW BOSNIAN PINE | 2" CAL. B & B | 30' H X 8' W |
| DECIDUOUS SHRUBS 2-4' SPREAD | | | | | MATURE SIZE |
| AM NA | 33 | AMORPHA NANA | FALSE INDIGO | #5 CONT. | 2' H X 2' W |
| EP EQ | 3 | EPHEDRA EQUISETINA | BLUESTEM JOINT FIR | #5 CONT. | 4' H X 4' W |
| PE AT | 3 | PEROVSKIA ATRIPLICIFOLIA | RUSSIAN SAGE | #5 CONT. | 5' H X 4' W |
| DECIDUOUS SHRUBS 5-7' SPREAD | | | | | MATURE SIZE |
| CO BY | 1 | CORNUS SERICEA `BUD`S YELLOW` | BUD`S YELLOW DOGWOOD | #5 CONT. | 8' H X 6' W |
| CY MO | 6 | CYTISUS SCOPARIUS `MOONLIGHT` | MOONLIGHT BROOM | #5 CONT. | 6' H X 6' W |
| DECIDUOUS SHRUBS 7-9' SPREAD | | | | | MATURE SIZE |
| AM RE | 3 | AMELANCHIER ALNIFOLIA `REGENT` | REGENT SERVICEBERRY | #5 CONT. | 6' H X 6' W |
| CE LE | 9 | CERCOCARPUS LEDIFOLIUS | CURL-LEAF MOUNTAIN MAHOGANY | #5 CONT. | 30' H X 12' W |
| EVERGREEN SHRUB 2-4' SPREAD | | | | | MATURE SIZE |
| YU IT | 3 | YUCCA FLACCIDA `IVORY TOWER` | IVORY TOWER YUCCA | #5 CONT. | 4' H X 4' W |
| EVERGREEN SHRUBS 2-5' SPREAD | | | | | MATURE SIZE |
| AR PA | 22 | ARCTOSTAPHYLOS X COLORADENSIS `PANCHITO` | PANCHITO MANZANITA | #5 CONT. | 15' H X 5' W |
| EVERGREEN SHRUBS 5-7' SPREAD | | | | | MATURE SIZE |
| BE AQ | 13 | BERBERIS AQUIFOLIUM | OREGON GRAPE | #5 CONT. | 3' H X 6' W |
| TH SM | 3 | THUJA OCCIDENTALIS `SMARAGD` | EMERALD GREEN ARBORVITAE | #5 CONT. | 12' H X 5 W |
| EVERGREEN SHRUBS 7-9' SPREAD | | | | | MATURE SIZE |
| PI MO | 13 | PICEA PUNGENS `MONTGOMERY` | MONTGOMERY SPRUCE | #5 CONT. | 12' H X 10' W |
| PI HC | 2 | PINUS SYLVESTRIS `HILLSIDE CREEPER` | HILLSIDE CREEPER SCOTCH PINE | #5 CONT. | 12' H X 12' W |
| ORNAMENTAL GRASSES LARGE | | | | | MATURE SIZE |
| AN GE | 17 | ANDROPOGON GERARDII `PWIN01S` TM | WINDWALKER BIG BLUESTEM | #5 CONT. | 6' H X 3' W |
| MI PU | 21 | MISCANTHUS SINENSIS `PURPURESCENS` | PURPLE EULALIA GRASS | #5 CONT. | 4' H X 3' W |
| ORNAMENTAL GRASSES MEDIUM | | | | | MATURE SIZE |
| AC HY | 28 | ACHNATHERUM HYMENOIDES | INDIAN RICE GRASS | #1 CONT. | 1.5' H X 1.5' W |
| BO GR | 117 | BOUTELOUA GRACILIS | BLUE GRAMA GRASS | #1 CONT. | 2' H X 2' W |
| HE SE | 7 | HELICTOTRICHON SEMPERVIRENS | BLUE AVENA GRASS | #1 CONT. | 3' H X 2' W |
| SC PB | 21 | SCHIZACHYRIUM SCOPARIUM `PRAIRIE BLUES` | LITTLE BLUESTEM GRASS | #1 CONT. | 4' H X 1.5' W |
| PERENNIALS LARGE | | | | | MATURE SIZE |
| AG AS | 5 | AGASTACHE RUPESTRIS `APACHE SUNSET` | APACHE SUNSET THREADLEAF HYSSOP | #1 CONT. | 3' H X 3' W |
| AR VF | 16 | ARTEMISIA LUDOVICIANA `VALERIE FINNIS` | VALERIE FINNIS SAGEBRUSH | #1 CONT. | 3.5' H X 3' W |
| PERENNIALS MEDIUM | | | | | MATURE SIZE |
| RU HI | 46 | RUDBECKIA HIRTA | BLACK-EYED SUSAN | #1 CONT. | 2' H X 2' W |

## SEED MIX

REDTAIL RIDGE NATIVE GRASS SEED MIX

"SHORTGRASS PRAIRIE MIX" BY ARKANSAS VALLEY SEED CO, OR APPROVED EQUAL.

| COMMON NAME | PLS# / ACRE | % OF TOTAL |
|---|---|---|
| BUFFALO GRASS | 21.6 | 41.5% |
| SIDEOATS GRAMA | 9.8 | 19% |
| WESTERN WHEATGRASS | 8.6 | 16% |
| BLUE GRAMA | 4.0 | 8% |
| BOTTLEBRUSH SQUIRRELTAIL | 4.0 | 8% |
| GREEN NEEDLEGRASS | 2.8 | 5% |
| PRAIRIE JUNEGRASS | 1.0 | 2% |
| SAND DROPSEED | 0.20 | .5% |
| TOTAL | 52.0 PLS# / ACRE | 100% |

## PRODUCT & MATERIAL SPECIFICATIONS

| NAME | DESCRIPTION |
|---|---|
| POROUS PAVEMENT | MANUFACTURER - INVISIBLE STRUCTURES<br>PRODUCT NAME - GRASSPAVE2<br>NOTES - INSTALL PER MANUFACTURER'S SPECIFICATIONS. SEE LANDSCAPE PLAN FOR LOCATION AND DETAIL 7 ON SHEET L-3.0 FOR EDGE CONSTRAINT TYPE. |
| COBBLE | SOURCE - LOCAL (BY CONTRACTOR)<br>TYPE - 2"-4" ROUNDED RIVER ROCK, TAN-BEIGE COLOR RANGE, AS IN REDTAIL RIDGE FILING #1. SHALL BE PLACED @ 4" MIN. DEPTH OVER A NON WOVEN POLYPROPYLENE WEED BARRIER SUCH AS TYPAR OR MIRAFI. |

## CITY OF LOUISVILLE NOTES

1. ALL PLANT MATERIALS SHALL MEET THE FOLLOWING SIZE CRITERIA, AS NOTED IN SECT. 5.7
   DECIDUOUS SHADE/CANOPY TREES: 2" CALIPER
   ORNAMENTAL TREES: 2" CALIPER (1.5" CALIPER MAY BE SUFFICIENT IN SOME CASES)
   EVERGREEN TREES: 6'-8' HEIGHT (MINIMUM OF 25% SHALL BE 8' HEIGHT)
   MULTI-STEM ORNAMENTALS: 8'-10' HEIGHT
   SHRUBS: 5 GALLON CONTAINER GROWN
   GROUND COVER/PERENNIALS: 2-1/4" POTS
   VINES: 1 GALLON CONTAINER GROWN
2. CITY FORESTER TO APPROVE/ACCEPT TREES IN RIGHT OF WAY.
3. ALL PLANT MATERIALS SHALL MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN).
4. ALL TREES SHALL BE BALLED AND BURLAPPED.
5. DECIDUOUS TREES SHALL BE PLANTED A MINIMUM OF 7' AND EVERGREEN TREES A MINIMUM OF 10' FROM ALL PUBLIC UTILITIES.
6. VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO PLANTING.
7. A HORIZONTAL DISTANCE OF 40' SHALL BE MAINTAINED BETWEEN STREET LIGHT AND STREET TREES.
8. PRE-CONSTRUCTION CONFERENCE REQUIRED WITH PUBLIC WORKS PRIOR CONSTRUCTION.
9. DEVELOPMENT WILL HAVE A 2-YEAR WARRANTY ON ALL PUBLIC IMPROVEMENTS AFTER CONSTRUCTION ACCEPTANCE IS ISSUED. THIS NOTE SHALL NOT IMPACT THE DEVELOPMENT AGREEMENT.

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |


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LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING
DRAWN EH
DESIGNED EH
CHECKED JC

APPROVED:

PRINCIPAL
JC

DATE:
08/14/2025

REVISIONS

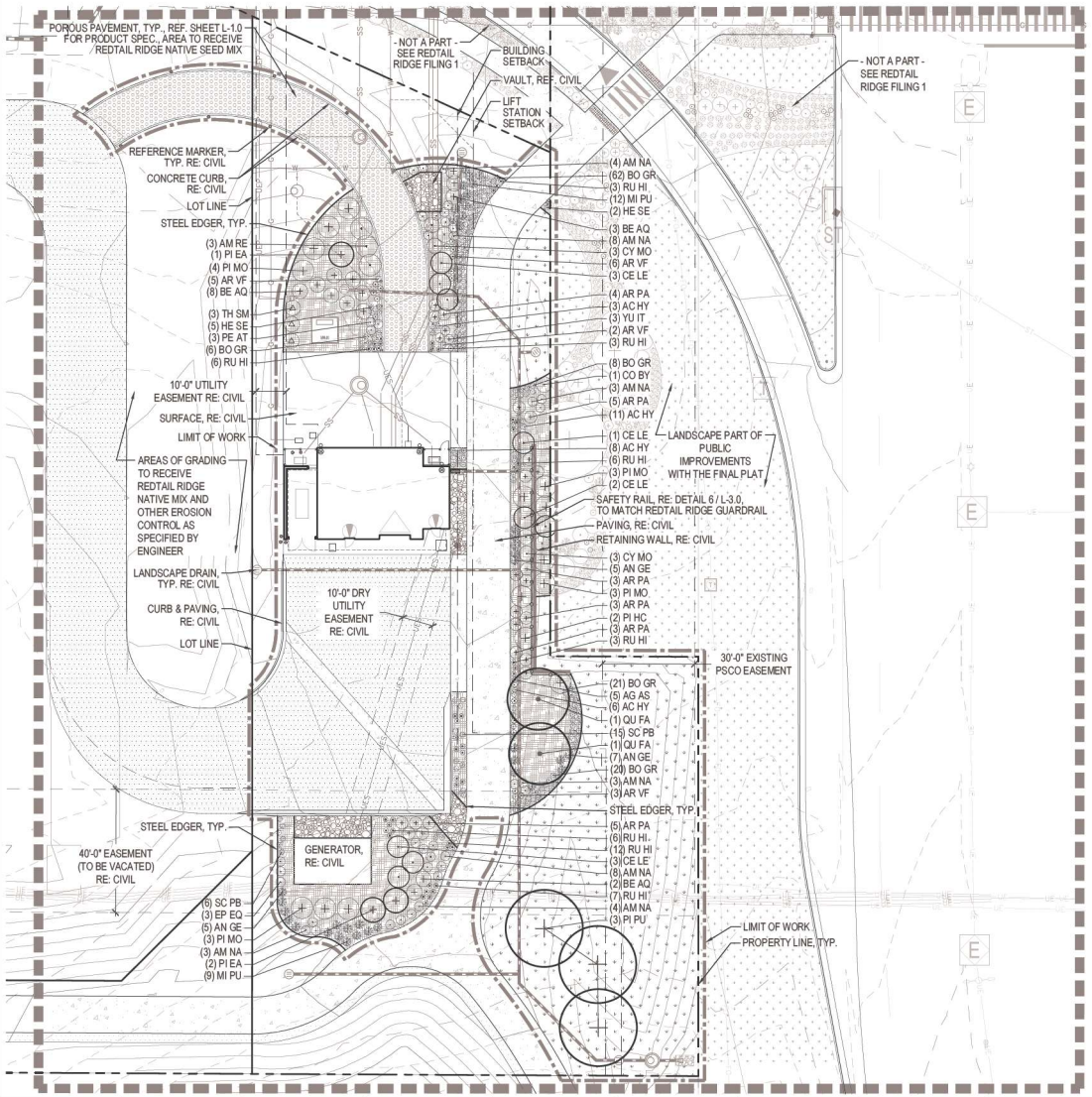
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|---|---|---|---|
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| H | PUD SUBMITTAL NO. 8 | EH | 12/01/25 |

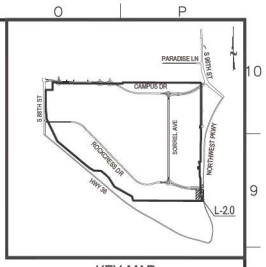
REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

LANDSCAPE PLANT SCHEDULE

DATE: --/--/--
PROJECT NUMBER: 50119483
REVISION NO. –
DRAWING NUMBER L-1.0
SHEET NUMBER 6




KEY MAP
1"=2000'

## LEGEND

- DECIDUOUS TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASSES
- PERENNIALS
- REDTAIL RIDGE NATIVE GRASS MIX
- WOOD MULCH BED
- GRASS PAVERS
- COBBLE
- PROPERTY BOUNDARY
- SHEET MATCHLINE
- SHEET ENLARGEMENT
- LIMIT OF WORK
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- LIGHT POLE, REF. CIVIL
- BOLLARD, REF. CIVIL

NOTES:

1) ALL NATIVE SEED AREAS AND LANDSCAPE BEDS TO BE HYDROMULCHED.

REMEDIATION:

2) AREAS OF THE SITE THAT HAVE REMNANTS OF PRIOR DEVELOPMENT WILL BE TARGETED FOR SELECT REMEDIATION, INCLUDING REMOVAL OF NON-NATURAL ELEMENTS SUCH AS CONCRETE, ASPHALT AND FENCING THAT ARE VISIBLE ON THE SURFACE. ITEMS THAT DO NOT FIT THE NATURAL CHARACTER OF THE SITE WILL BE REMOVED, GRADES WILL BE RESTORED TO MATCH ADJACENT GRADES, AND REDTAIL RIDGE NATIVE GRASS MIX WILL BE UTILIZED FOR REVEGETATION. SELECT REMEDIATION WILL BE TARGETED TO AVOID MASS RE-GRADING OF AREAS AND/OR REMOVAL OF DESIRABLE EXISTING TREES WITHIN OTHERWISE NON-DISTURBED AREAS.

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NORTH

0 10 20 40
SCALE 1" = 20'

811

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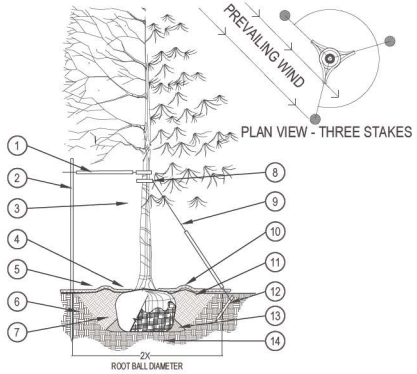
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REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

LANDSCAPE PLAN

DATE: --/--/--
PROJECT NUMBER: 50119483
REVISION NO. –
DRAWING NUMBER L-2.0
SHEET NUMBER



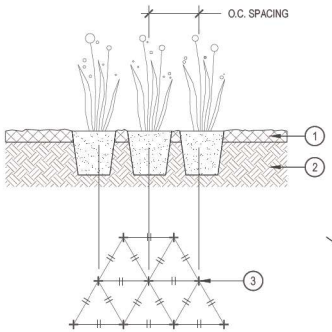

PRUNING NOTES:
1. ALL PRUNING SHALL COMPLY WITH ANSI A300 STANDARDS.
2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.

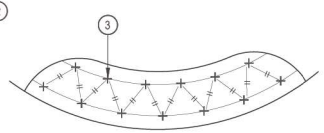
STAKING NOTES:
1. STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON.
   - 1.1 1-¼" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND (GENERALLY N.W. SIDE)
   - 1.2 1-¼" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE (OR PREVAILING WIND SIDE AND 180° FROM THAT SIDE)
   - 1.3 3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
2. WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN WIRE OR CABLE ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1-½" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.

1. PLACE MIN. ¾" PVC PIPE AROUND EACH WIRE. EXPOSED WIRE SHALL BE MAX. 2" EACH SIDE
2. 6 FT. UNTREATED WOOD POST (MIN. 1.5" DIAMETER). ALL SHALL BE DRIVEN OUTSIDE ROOTBALL AND IN UNDISTURBED SOIL.
3. TREE WRAP TO BE INSTALLED ONLY FROM OCTOBER 1 THROUGH APRIL 30. (DECIDUOUS ONLY)
4. PLANT TREE SO THAT FIRST ORDER MAJOR ROOT IS 1"-2" ABOVE FINAL GRADE.
5. 3" DEEP MULCH RING PLACED A MINIMUM OF 4 FT. IN DIAMETER. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK (FINISHED GRADE REFERENCES TOP OF MULCH).
6. 1:1 SLOPE ON SIDES OF PLANTING HOLE.
7. REMOVE ALL TWINE, ROPE, BURLAP AND WIRE FROM ENTIRE ROOT BALL AND TRUNK
8. GROMMETED NYLON STRAPS
9. GALVANIZED WIRE, MIN. 12 GAUGE CABLE - TWIST WIRE ONLY TO KEEP FROM SLIPPING.
10. 4-6" HIGH WATER SAUCER IN NON-TURF AREAS.
11. BACKFILL WITH BLEND OF EXISTING SOIL AND A MAXIMUM 20% (BY VOLUME) ORGANIC MATERIAL. WATER THOROUGHLY WHEN BACKFILLING
12. 2 FT. STEEL T-POST. ALL SHALL BE DRIVEN BELOW GRADE AND OUTSIDE ROOTBALL IN UNDISTURBED SOIL.
13. PLACE SOIL AROUND ROOT BALL FIRMLY, DO NOT COMPACT OR TAMP. SETTLE SOIL WITH WATER TO FILL ALL AIR POCKETS.
14. PLACE ROOT BALL ON UNDISTURBED SOIL TO PREVENT SETTLEMENT.

## 1 TREE PLANTING DETAIL

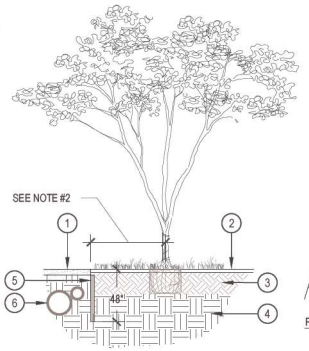
SCALE: 3/16" = 1'-0"



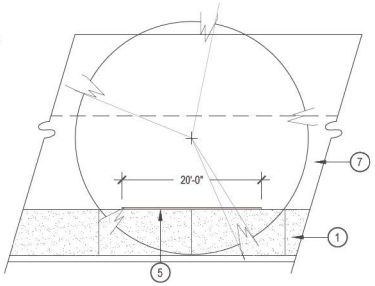




WHEN PLANTED ON A CURVE ORIENT ROWS TO FOLLOW THE LONG AXIS OF AREAS WHERE PLANTS ARE MASSED.

1. SPECIFIED MULCH
2. AMENDED PLANTING BED TILLED TO A DEPTH OF 6"
3. CENTER OF PLANT



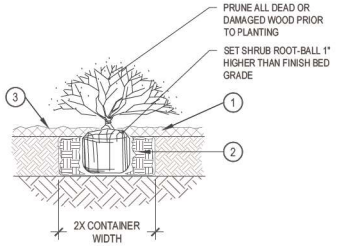

SECTION




PLAN

## 2 SHRUB PLANTING

SCALE: 1-1/2" = 1'-0"

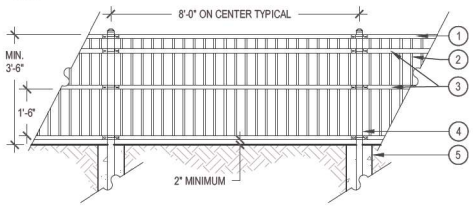



1. SPECIFIED MULCH
2. AMENDED SOIL IN PLANTING BED PER SPECIFICATIONS. TILL SOIL TO A DEPTH OF EIGHT INCHES.
3. FINISH GRADE (TOP OF MULCH)

NOTE:
1. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED
2. CARE SHOULD BE TAKEN NOT TO DAMAGE THE SHRUB OR ROOT-BALL WHEN REMOVING IT FROM ITS CONTAINER
3. ALL JUNIPERS SHOULD BE PLANTED SO THE TOP OF THE ROOT-BALL OCCURS ABOVE THE FINISH GRADE OF THE MULCH LAYER
4. DIG PLANT PIT TWICE AS WIDE AND HIGH AS THE CONTAINER

## 3 PERENNIAL PLANT LAYOUT

SCALE: 1" = 1'-0"




1. 1"X1" MINIMUM TOP METAL RAIL
2. 3/4" MINIMUM SQUARE METAL PICKET, 4" ON CENTER
3. ACCENT RAILS, PICKETS TO RUN THROUGH CENTER OF RAIL
4. 2" MINIMUM SQUARE METAL POST
5. CONCRETE FOOTING PER MANUFACTURER, SLOPE CONCRETE AWAY FROM POST FOR POSITIVE DRAINAGE

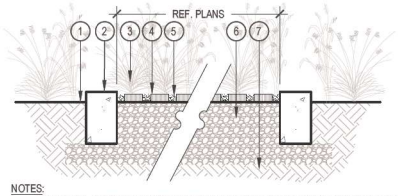
NOTES:
1. THIS DETAIL REPRESENTS DESIGN INTENT ONLY.
2. AMERISTAR FENCE (OR APPROVED EQUAL)

## 6 42" SAFETY RAILING

SCALE: 1/2" = 1'-0"

## 4 ROOT BARRIER

SCALE: NTS




NOTES:
1. THIS DETAIL IS PROVIDED FOR DESIGN INTENT ONLY AND HAS NOT BEEN ENGINEERED. REFER TO MANUFACTURER FOR ALL SPECIFICATIONS.

1. ADJACENT LANDSCAPE, REF. LANDSCAPE PLANS
2. FLUSH CONCRETE CURB, REF. CIVIL
3. PLANT MATERIAL, REF. LANDSCAPE PLANS (SHOWN AT MATURITY)
4. POROUS PAVEMENT MATERIAL, REF. MATERIAL SCHEDULE SHEET L-1.0
5. SAND FILL W/ HYDROGROW
6. COMPACTED ROAD BASE, RE: MANUFACTURER FOR DEPTH
7. COMPACTED SUBGRADE

## 7 POROUS PAVEMENT

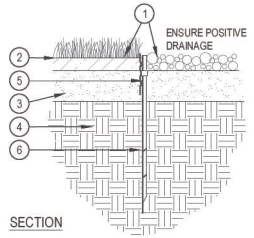
SCALE: 1" = 1'-0"

1. SIDEWALK - SEE HARDSCAPE PLAN
2. FINISHED GRADE
3. AMENDED PLANTING SOIL
4. UNDISTURBED SUBGRADE
5. ROOT BARRIER - MODEL: UB 18-2 MANUFACTURED BY DEEPROOT OR APPROVED EQUAL. FOLLOW ALL MANUFACTURERS RECOMMENDATIONS FOR INSTALLATION.
6. ADJACENT UTILITIES - SEE CIVIL PLAN
7. LANDSCAPE AREA

NOTES:
1. CONTRACTOR RESPONSIBLE FOR COMPACTING TRENCH AFTER INSTALLING BARRIER.
2. BARRIER SHALL BE REQUIRED WHEN TREE IS EQUAL TO OR LESS THAN 5' FROM UTILITIES, CURBS, OR SIDEWALKS.
3. SEE LANDSCAPE PLAN FOR LOCATION.




LONGITUDINAL SECTION OF EDGER AT LOW POINT




SECTION

1. FINISHED GRADE - TOP OF SOD THATCH LAYER, TOP OF MULCH, OR CRUSHER FINES SHALL BE FLUSH WITH TOP OF EDGER
2. TURF THATCH OR TOP OF MULCH
3. AMENDED SOIL PER SPECIFICATIONS
4. SUBGRADE
5. STEEL EDGER - DRILL (16) 1/2" DIA. HOLES 1" O.C. MIN. AT ALL LOW POINTS OR POORLY DRAINING AREAS IN ORDER TO ENSURE ADEQUATE DRAINAGE
6. EDGER STAKE

NOTES:
1. THERE SHALL BE NO EXPOSED SHARP / JAGGED EDGES.
2. CONTRACTOR SHALL INSTALL STAKES AS REQUIRED BY THE MANUFACTURER.

## 5 STEEL EDGER

SCALE: 1" = 1'-0"

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
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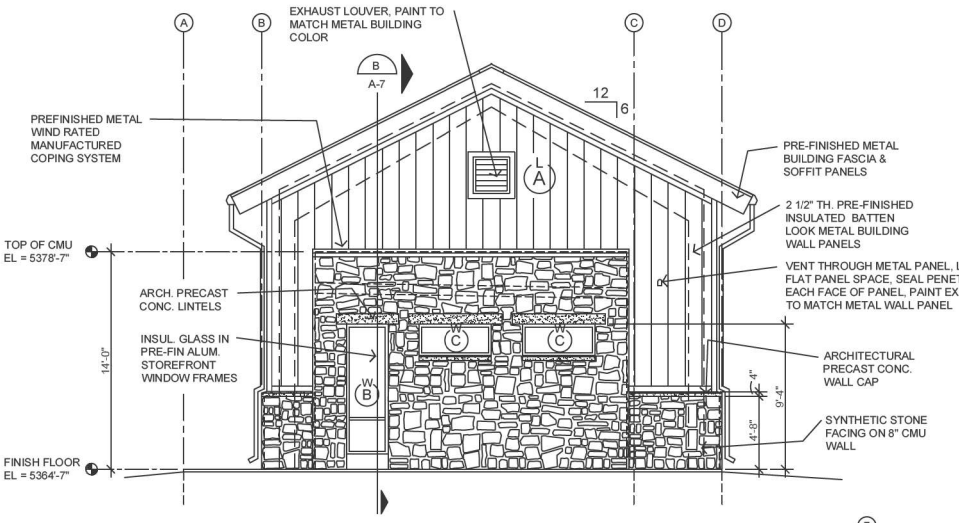
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REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

LANDSCAPE DETAILS

DATE: --/--/--
PROJECT NUMBER: 50119483
REVISION NO. –
DRAWING NUMBER L-3.0
SHEET NUMBER 8



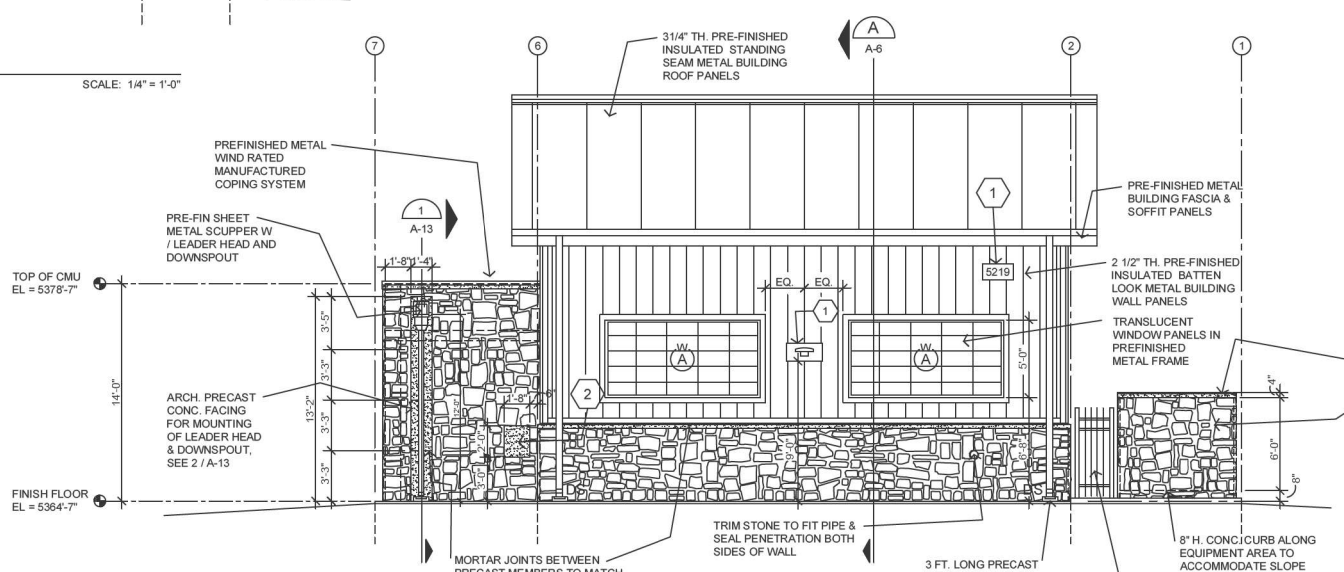

EAST ELEVATION

SCALE: 1/4" = 1'-0"

## KEY NOTES:

1 KEYNOTE #

1. BUILDING ADDRESS SIGN: PROVIDE 12" H. x 24" W. x 16 GAUGE GALV. PLATE W / HEMMED EDGES ALL 4 SIDES. POWDER COAT PLATE CUSTOM COLOR AS SELECTED BY THE ARCHITECT. MOUNT ADDRESS NUMBERS TO PLATE (NUMBERS TO BE DETERMINED DURING CONSTRUCTION) WITH VHB TAPE. MOUNT SIGN CENTERED ON AND TO TWO METAL BUILDING RIBS WITH VHB TAPE. SEE SPECIFICATION 10 14 00 FOR ADDRESS NUMBER REQUIREMENTS.
2. ARCHITECTURAL PRECAST CONCRETE PANEL FOR MOUNTING DISCONNECT AND OUTLET FOR CONDENSING UNIT. INSTALL CONDUIT TO OUTLET AND DISCONNECT CONCEALED FROM EXTERIOR VIEW. (DO NOT RUN UP WALL FACE!) SEE DRAWING A-13 FOR CONSTRUCTION / INSTALLATION REQUIREMENTS FOR PRECAST PANELS. THIS PANEL, IS NOT SPECIFICALLY DETAILED, BUT IS REQUIRED TO FOLLOW CRITERIA OUTLINED ON A-13..




NORTH ELEVATION

SCALE: 1/4" = 1'-0"

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|---|---|
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DRAWING A-4 DWG
DRAWN BRL
DESIGNED BRL
CHECKED BRL

APPROVED:
PRINCIPAL
DATE:

| REVISIONS | | | | |
|---|---|---|---|---|
| REV. | DESCRIPTION | BY | DATE | APP. |
| A | BUILDING DEPARTMENT SUBMITTAL | BRL | 09/24/21 | BRL |
| B | PUD RESUBMITTAL | BRL | 01/12/23 | BRL |
| C | PUD RESUBMITTAL NO. 3 | BRL | 12/1/23 | BRL |
| D | PUD RESUBMITTAL NO. 5 | BRL | 10/11/24 | BRL |
| E | PUD RESUBMITTAL NO. 7 | BRL | 08/15/25 | BRL |
| F | PUD RESUBMITTAL NO. 8 | BRL | 12/1/25 | BRL |

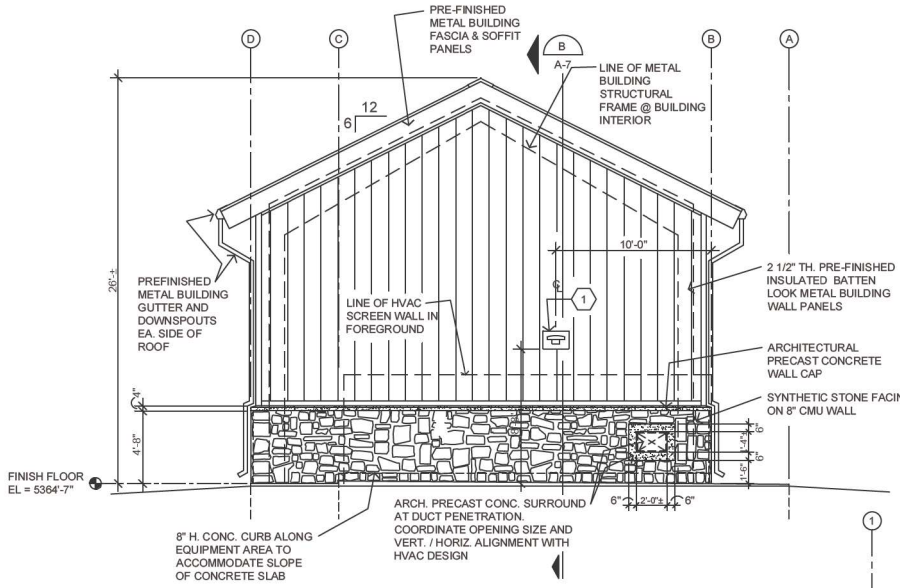
REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

ARCHITECTURAL

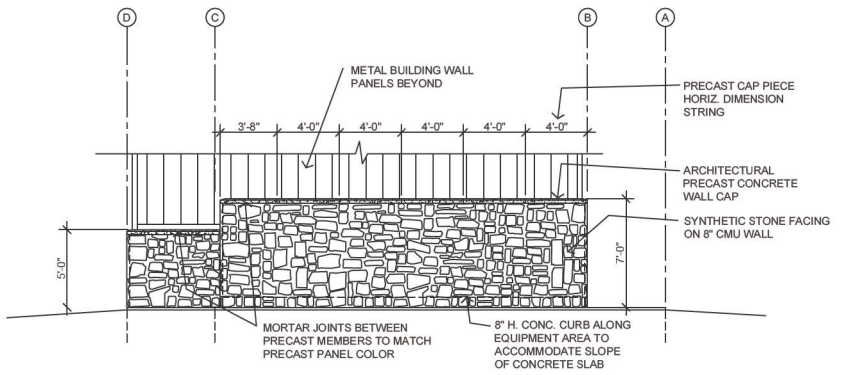
BUILDING ELEVATIONS

DATE: 09/24/21
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER A-4
SHEET NUMBER 9



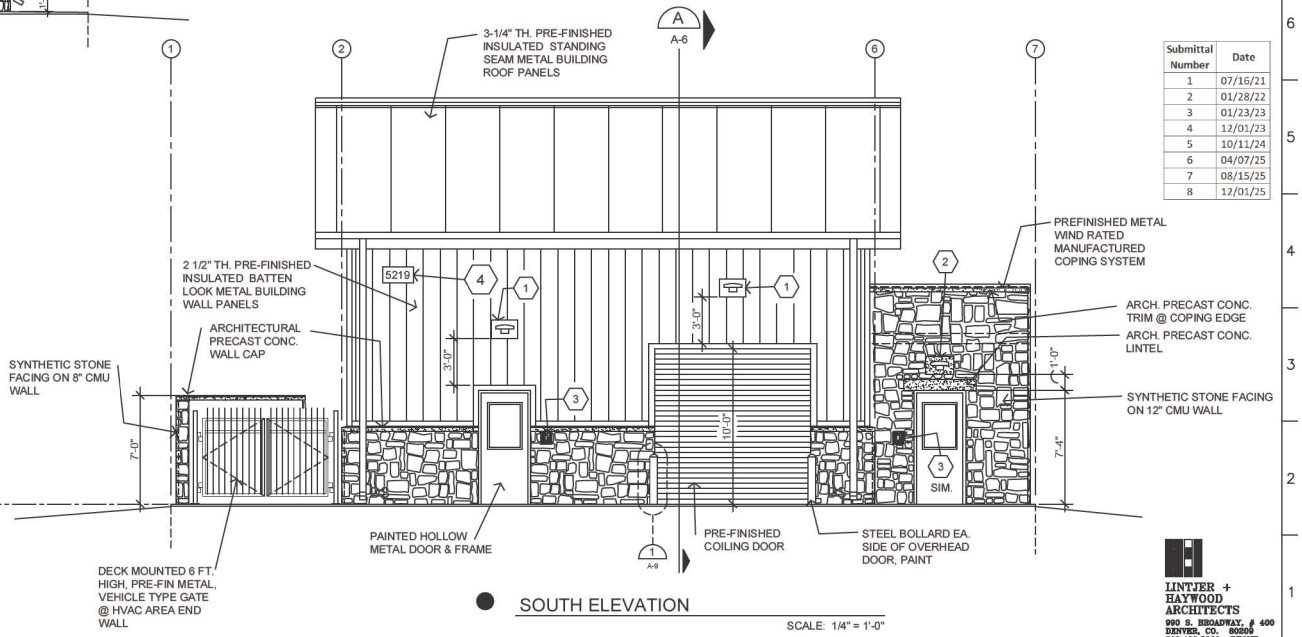

WEST ELEVATION

SCALE: 1/4" = 1'-0"




PARTIAL WEST ELEVATION (SCREEN WALL)

SCALE: 1/4" = 1'-0"




SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

## KEY NOTES:

1 KEYNOTE #

1. (WALL) MOUNTED LIGHT FIXTURE. CENTER LIGHT FIXTURE ON 14" HIGH x 20" WIDE PREFINISHED PANEL CENTERED ON DOOR FRAME BELOW. SEE DETAIL 5 / A-12 FOR PANEL REQUIREMENTS.
2. (WALL) MOUNTED LIGHT FIXTURE. CENTER LIGHT FIXTURE ON 16" HIGH x 24" WIDE ARCHITECTURAL PRECAST CONCRETE PANEL CENTERED ON DOOR FRAME BELOW. GROUT CMU AT PANEL SUPPORT DOWELS. SEE DETAIL 1 / A-12 FOR PANEL REQUIREMENTS.
3. (WALL) MOUNTED ARCHITECTURAL PRECAST CONCRETE PANEL FOR DOOR ACCESS CONTROL. LOCATE PANEL 8" FROM DOOR JAMB. SEE DETAIL 3 / A-12 FOR PANEL REQUIREMENTS.
4. BUILDING ADDRESS SIGN: PROVIDE 12" H. x 24" W. x 16 GAUGE GALV. PLATE W/ HEMMED EDGES ALL 4 SIDES. POWDER COAT PLATE CUSTOM COLOR AS SELECTED BY THE ARCHITECT. MOUNT ADDRESS NUMBERS TO PLATE (NUMBERS TO BE DETERMINED DURING CONSTRUCTION) WITH VHB TAPE. MOUNT SIGN CENTERED ON AND TO TWO METAL BUILDING RIBS WITH VHB TAPE. SEE SPECIFICATION 10 14 00 FOR ADDRESS NUMBER REQUIREMENTS.

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |

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DRAWING A-5 DWG
DRAWN BRL
DESIGNED BRL
CHECKED BRL

APPROVED:
PRINCIPAL
DATE:

| REVISIONS | | | | |
|---|---|---|---|---|
| REV. | DESCRIPTION | BY | DATE | APP. |
| A | BUILDING DEPARTMENT SUBMITTAL | BRL | 09/24/21 | BRL |
| B | PUD RESUBMITTAL | BRL | 01/12/23 | BRL |
| C | PUD RESUBMITTAL NO. 3 | BRL | 12/1/23 | BRL |
| D | PUD RESUBMITTAL NO. 5 | BRL | 10/11/24 | BRL |
| E | PUD RESUBMITTAL NO. 7 | BRL | 08/15/25 | BRL |
| F | PUD RESUBMITTAL NO. 8 | BRL | 12/1/25 | BRL |

REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

ARCHITECTURAL

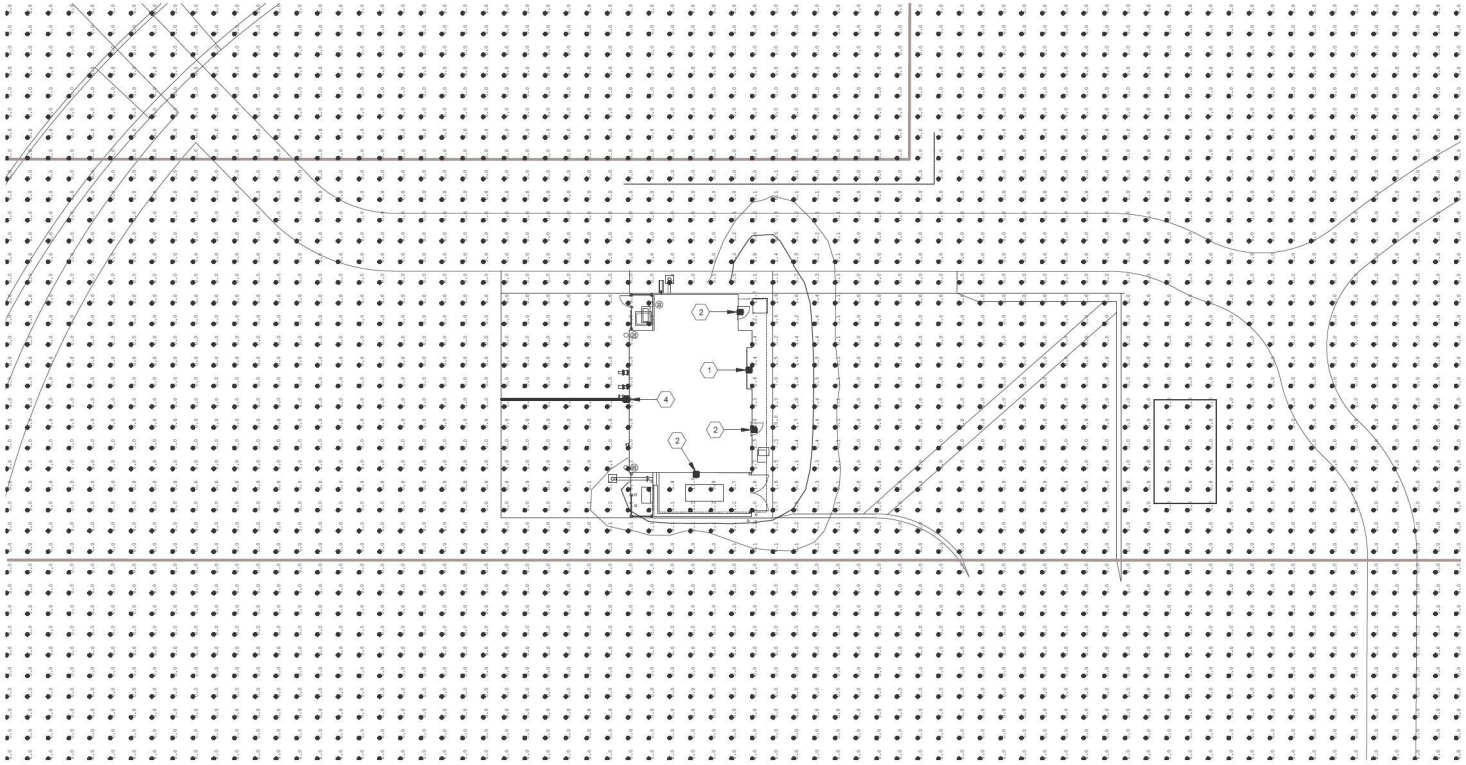
BUILDING ELEVATIONS

DATE: 09/24/21
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER A-5
SHEET NUMBER 10

0' 15' 30'
SCALE: 1" = 15'

## KEY NOTES:

1. DSXW1 LED P1 30K 80CRI T2S MVOLT PE HS DBLXD. MOUNTED 13'-0" AFF.
2. DSXW1 LED P1 30K 80CRI T2S MVOLT PE HS DBLXD. MOUNTED 8'-6" AFF.
3. DSXF2-LED-P2-30K-70CRI-WFL MOUNTED 12'-0" AFF, 55', TILTED 68°. THIS FIXTURE IS ON A SWITCHED CIRCUIT THAT WILL ONLY BE ON DURING EMERGENCIES WHEN BYPASS PUMPING IS REQUIRED.



1 LIFT STATION PHOTOMETRIC PLAN
Scale: 1" = 15'

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |


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LINE IS 2 INCHES AT FULL SIZE
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DRAWING EPL9483-101L
DRAWN BDW
DESIGNED JPB
CHECKED JPB

APPROVED:

PRINCIPAL

DATE:

REVISIONS

| REV. | DESCRIPTION | BY | DATE | APP. |
|---|---|---|---|---|
| A | PUD RESUBMITTAL | JPB | 12/20/22 | SEF |
| B | PUD RESUBMITTAL NO. 3 | TWL | 12/01/23 | SEF |
| C | PUD RESUBMITTAL NO. 5 | TWL | 10/11/24 | SEF |
| D | PUD RESUBMITTAL NO. 6 | RML | 11/17/25 | RML |
| E | PUD RESUBMITTAL NO. 8 | RML | 12/01/25 | RML |

REDTAIL RIDGE FILING NO. 1

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

ELECTRICAL

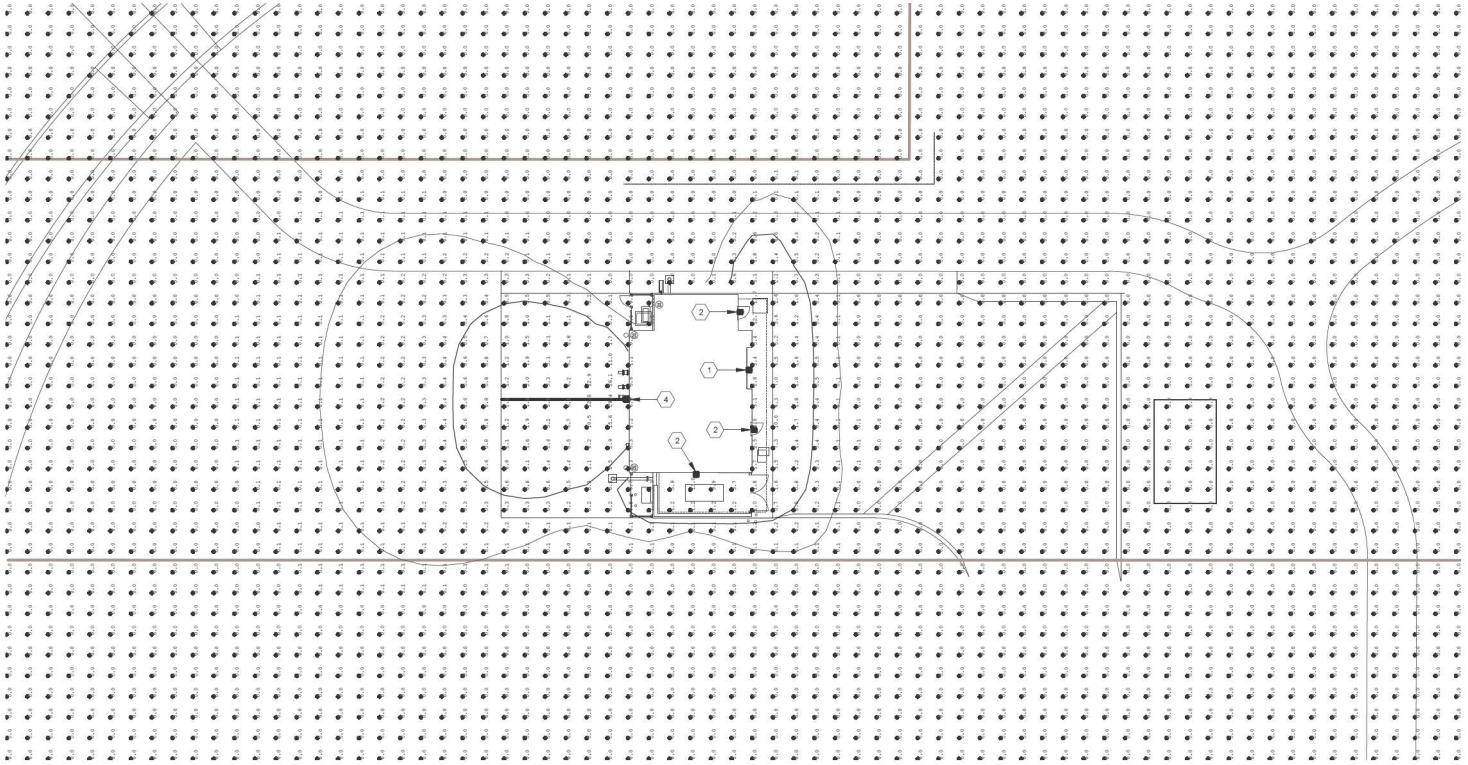
EXTERIOR PHOTOMETRIC PLAN
NORMAL LIGHTING

DATE: 12/20/22
PROJECT NUMBER: 50119483
REVISION NO. D
DRAWING NUMBER
E-101L
SHEET NUMBER
9

0' 15' 30'
SCALE: 1" = 15'

## KEY NOTES:

1. DSXW1 LED P1 30K 80CRI T2S MVOLT PE HS DBLXD. MOUNTED 13'-0" AFF.
2. DSXW1 LED P1 30K 80CRI T2S MVOLT PE HS DBLXD. MOUNTED 8'-6" AFF.
3. DSXF2-LED-P2-30K-70CRI-WFL MOUNTED 12'-0" AFF, 55°, TILTED 68°. THIS FIXTURE IS ON A SWITCHED CIRCUIT THAT WILL ONLY BE ON DURING EMERGENCIES WHEN BYPASS PUMPING IS REQUIRED.



1 LIFT STATION PHOTOMETRIC PLAN
Scale: 1" = 15'

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |


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LINE IS 2 INCHES AT FULL SIZE
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DRAWING EPL9483-101L1
DRAWN BDW
DESIGNED JPB
CHECKED JPB

APPROVED:

PRINCIPAL

DATE:

REVISIONS

| REV. | DESCRIPTION | BY | DATE | APP. |
|---|---|---|---|---|
| A | PUD RESUBMITTAL | JPB | 12/20/22 | SEF |
| B | PUD RESUBMITTAL NO. 3 | TWL | 12/01/23 | SEF |
| C | PUD RESUBMITTAL NO. 4 | RML | 12/12/23 | SEF |
| D | PUD RESUBMITTAL NO. 5 | TWL | 10/11/24 | SEF |
| E | PUD RESUBMITTAL NO. 6 | RML | 11/17/25 | RML |
| F | PUD RESUBMITTAL NO. 8 | RML | 12/01/25 | RML |

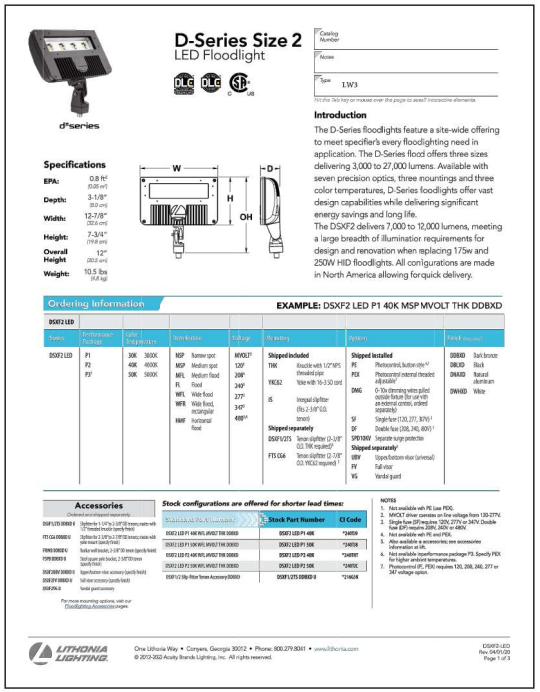
REDTAIL RIDGE FILING NO. 1

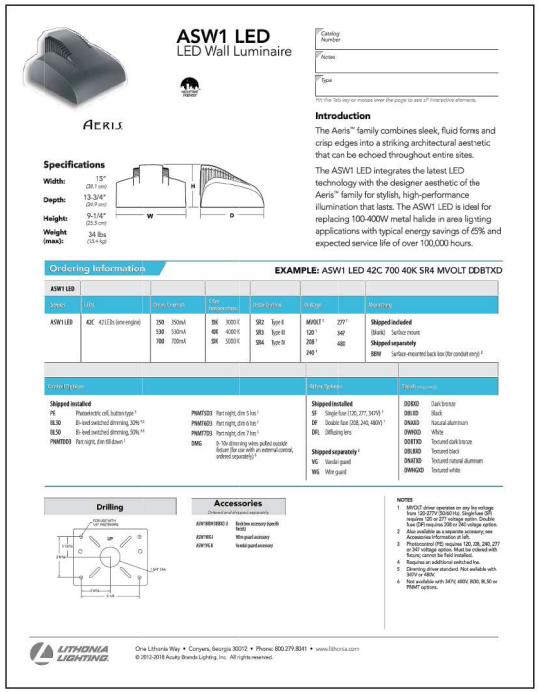
REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

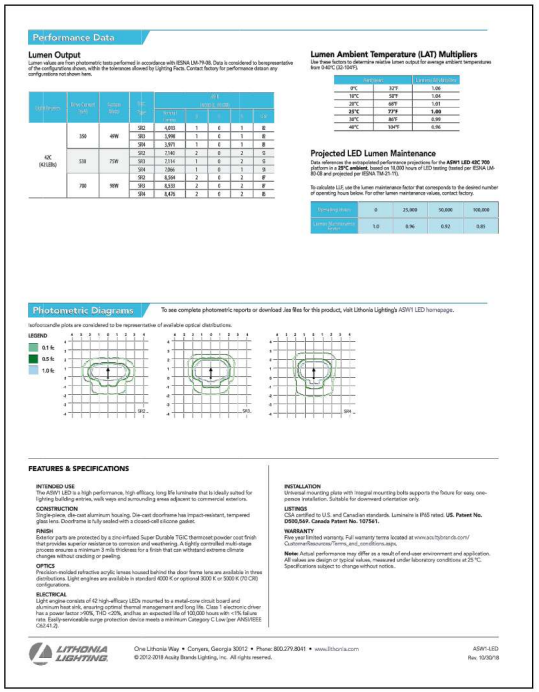
ELECTRICAL

EXTERIOR PHOTOMETRIC PLAN
EMERGENCY LIGHTING

DATE: 12/20/22
PROJECT NUMBER: 50119483
REVISION NO. E
DRAWING NUMBER E-101L-1
SHEET NUMBER 10




## FIXTURE SCHEDULE

| FIXTURE TYPE | FIXTURE WATTAGE | DESCRIPTION | MANUFACTURER AND MODEL |
|---|---|---|---|
| LW1 | 28W (max) | WALL-MOUNTED, 120-277Vac, LED LIGHT FIXTURE, COLOR TEMPERATURE OF 3000K, IESNA TYPE III MEDIUM DISTRIBUTION, BLACK DIE-CAST ALUMINUM HOUSING, FULL CUT-OFF OPTICS, 3,000 LUMEN MINIMUM, INTEGRAL PHOTOCELL. | HOLOPHANE WALLPACK FULL CUTOFF LED, HUBBELL LMC SERIES, LITHONIA ASW1 LED OR APPROVED EQUAL |
| LW1A | 28W (max) | SIMILAR TO TYPE LW1 EXCEPT EQUIPPED WITH EMERGENCY BATTERY BACKUP. | SAME AS LW1 |
| LW3 | 102W (max) | WALL-MOUNTED, 120-277Vac, LED LIGHT FIXTURE, COLOR TEMPERATURE OF 3000K, FLOOD DISTRIBUTION, BLACK DIE-CAST ALUMINUM HOUSING, 10,000 LUMEN MINIMUM, EMERGENCY BATTERY BACKUP. | LITHONIA D-SERIES, OR APPROVED EQUAL |

*THE LW3 FIXTURE IS ON A SWITCHED CIRCUIT AND WILL ONLY BE ON WHEN THERE IS AN EMERGENCY AT THE LIFT STATION REQUIRING TEMPORARY BYPASS PUMPING OF THE LIFT STATION.

| Submittal Number | Date |
|---|---|
| 1 | 07/16/21 |
| 2 | 01/28/22 |
| 3 | 01/23/23 |
| 4 | 12/01/23 |
| 5 | 10/11/24 |
| 6 | 04/07/25 |
| 7 | 08/15/25 |
| 8 | 12/01/25 |


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DRAWING EDT19483-E3
DRAWN
DESIGNED
CHECKED

APPROVED:
PRINCIPAL
DATE:

| REVISIONS | | | | |
|---|---|---|---|---|
| REV. | DESCRIPTION | BY | DATE | APP. |
| A | PUD RESUBMITTAL | TWL | 12/20/22 | SEF |
| B | PUD RESUBMITTAL NO. 3 | TWL | 12/01/23 | SEF |
| C | PUD RESUBMITTAL NO. 5 | TWL | 10/11/24 | SEF |
| D | PUD RESUBMITTAL NO. 7 | TWL | 08/15/25 | SEF |
| E | PUD RESUBMITTAL NO. 8 | TWL | 12/01/25 | SEF |

**REDTAIL RIDGE FILING NO. 1**

REDTAIL RIDGE LIFT STATION
PLANNED UNIT DEVELOPMENT

ELECTRICAL

LIGHTING FIXTURE CUT-SHEETS
AND FIXTURE SCHEDULE

DATE: 12/01/23
PROJECT NUMBER: 50119483
REVISON NO. C
DRAWING NUMBER E-3
SHEET NUMBER 13

# DESCRIPTION

## SITUATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF PARCEL 5 AS DESCRIBED BY SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 03223274 OF THE BOULDER COUNTY RECORDS, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29;
THENCE SOUTH 00°00'35" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,180.75 FEET TO THE SOUTHEAST CORNER OF PARCEL NO. TK-75 AS DESCRIBED BY SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 03223274, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTH 00°00'35" WEST ALONG SAID EAST LINE, A DISTANCE OF 136.13 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER;
THENCE NORTH 89°42'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 126.73 FEET;
THENCE NORTH 00°01'40" EAST, A DISTANCE OF 353.78 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 83.14 FEET, SAID CURVE HAVING A RADIUS OF 202.00 FEET, A CENTRAL ANGLE OF 23°34'55", AND A CHORD WHICH BEARS SOUTH 62°15'22" EAST A CHORD DISTANCE OF 82.55 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 13.21 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 50°28'28", AND A CHORD WHICH BEARS SOUTH 25°13'39" EAST A CHORD DISTANCE OF 12.79 FEET TO THE WEST LINE OF SAID PARCEL NO. TK-75;
THENCE ALONG THE PERIMETER OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:
1) SOUTH 00°00'35" WEST, A DISTANCE OF 168.13 FEET;
2) SOUTH 89°48'45" EAST, A DISTANCE OF 48.09 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 32,962 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, ASSUMED TO BEAR SOUTH 00°00'35" WEST.


PREPARED BY: AARON MURPHY
PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300






NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.


| ISSUE DATE: 4-15-2020 | PROJECT #: 190108 |
|---|---|
| DATE | REVISION COMMENTS |
| | |

DESCRIPTION


HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

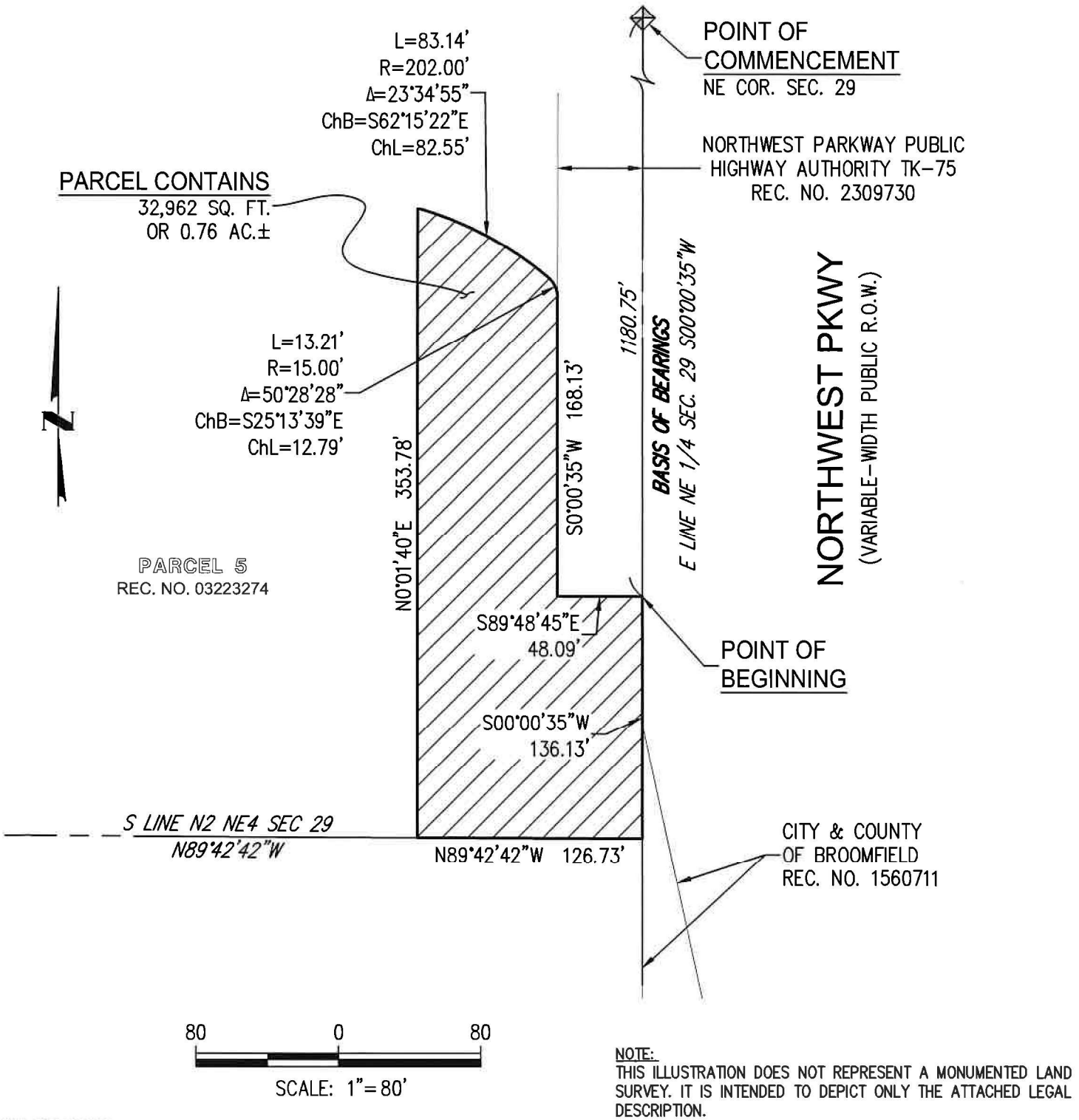

CHK'D BY: AWM
DRAWN BY: TWG

SHEET NO. 1 OF 2

303

# ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO




NOTE:
THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

| ISSUE DATE: 4-15-2020 | PROJECT #: 190108 |
|---|---|
| DATE | REVISION COMMENTS |

ILLUSTRATION

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: TWG

SHEET NO. 2 OF 2

Dewberry

**MEMORANDUM**

**Date:** December 1, 2023

**To:** Rob Zuccaro, Director of Community Development, City of Louisville

**From:** Sam Franzen, Dewberry Engineers

**Subject:** Redtail Ridge Lift Station Planned Unit Development Resubmittal

---

This memorandum and attachments serve as the third resubmittal of the Planned Unit Development (PUD) request for the proposed Redtail Ridge Lift Station in the City of Louisville. The project team consists of Redtail Ridge Metropolitan District, the City of Louisville (the operator), Dewberry Engineers (the lift station design engineer), Harrison Kocher Smith (the civil designer), and Norris Design (landscape architect).

## BACKGROUND

The Redtail Ridge Lift Station will serve the Redtail Ridge development. The Redtail Ridge development is in a different drainage than the Louisville Wastewater Treatment Plant (WWTP). The lift station is needed to pump sewage from the development to the WWTP where it will be treated.

## PROJECT DESCRIPTION

The Redtail Ridge Lift Station project includes a single building that is 1,031 square feet. The building will consist of two rooms. The main room is above a wet well and houses piping, instrumentation, and equipment. The wet well and pumps, piping, and instrumentation located in the wet well are accessed via hatches in the floor of the main room. The other room is an electrical room and will house electrical equipment used to power and control the lift station equipment and instrumentation. Drawings showing the general layout of the lift station are included in Attachment A.

The Lift Station site will also have on its premises an emergency backup generator housed in its own lockable enclosure, utility transformers, and an air handling unit which provides ventilation for the lift station. The generator enclosure will be factory coated to match the building color scheme. The air handling unit will be located directly adjacent to the building on a concrete pad and will be screened from view with a wall matching the building. Lockable gates will be provided on the entrances to the air handling unit area. There will also be fenced areas on the north side building housing an air conditioning condenser and an odor control unit. A site plan is included in Attachment A.

Exterior building finish materials will be as shown and described on the architectural sections and color rendering included in Attachment A. Proposed metal wall and roof material cut sheets are include in Attachment B along with a photograph of the proposed synthetic stone wall facing. Samples of the metal building material were provided with the previous submittal submitted in May 2020. The building shall be one story.

## WAIVERS

A number of requirements listed in the City of Louisville Commercial Development Design Standards and Guidelines are not met by this project because it is not a typical commercial building in that it is non-occupied and solely intended to protect the mechanical equipment inside with occasional visits to the site by technicians. A table listing specific sections that are not being complied with and the reasoning is provided below as well as on the Cover of the drawings provided in Attachment A.

| Requested Waivers of CDDS&G Not Applicable to Redtail Ridge Lift Station | |
|---|---|
| General | Many sections of the Commercial Development Design Standards and Guidelines do not apply to this PUD because of the nature of the building. The building is a new structure that is non-occupied and solely intended to protect the mechanical and electrical equipment inside with only very occasional visits to the site by technicians. See below for specific instances when the code is not applicable. |
| **Section** | **Notes on Requirements** |
| 4.5.1.H | The pre-finished metal siding is a high quality material with a 20 year warranty that will match the aesthetics of the nearby fire station. A waiver has been requested in the PUD request letter. |
| 6.2.C | The transformer and emergency generator are not screened from the west. The generator is in its own enclosure coated to match the building. Vegetation will be planted as possible around the generator and transformer; however, due to maintenance requirements vegetation has to be set back from both pieces of equipment. Future development plans call for a parking or drive areas to the west of this site which should limit the exposure of these items. |
| 8.1D | Lighting has been coordinated with City O&M staff to provide sufficient lighting for normal and emergency activities at the lift station. Reducing the lighting will make working at the lift station more difficult and dangerous. The light on the north side of the building is a switched light that is only to be used in emergencies. Photometric plans with the north light on and off and included in the drawing set. Currently the maximum lumens outside the boundary is 0.5 to the west of the lift station. This is a low light level that we do not believe will negatively affect future development on the adjoining property. The light also spreads to the adjacent road right of ways to the north and east at a maximum lumens of 0.1. We expect those right of ways will be illuminated to a higher level than this by the road and traffic lighting. |

## LIGHTING

Site lighting will consist of a fully shielded down light mounted on the building above each door located on the south side of the building and a single fully shielded down light mounted on the west wall of the building to provide light for the HVAC area. A single flood light controlled by a

switch inside the lift station will be mounted on the north wall of the lift station. This light will provide light to the north of a building where a portable pump would be parked and operated during an emergency event. The flood light will only be turned on during emergencies. Pole mounted lights are not included on the site. Lighting has been coordinated with City operations and maintenance staff to provide adequate lighting for normal and emergency operations and maintenance activities at the facility. Proposed light fixtures cut sheets and a photometric plan are included in the drawings.

**UTILITIES**

New electric, natural gas, and water utilities will be required. These utilities will be routed to the building from the nearest location in the new development. The utilities serving the site are shown on the site plan but may shift slightly as they are still being coordinated.

**TRAFFIC AND PARKING**

Initial site access will be via an exit from a 26 foot wide drive from a traffic circle. The load rating of the drive and gate securing entry to the drive are being coordinated with the City as part of the overall development plan. The drive will follow the future path of a drive lane through a planned parking lot for that parcel. The access path will be through the parking lot in the future. The paved area on the south side of the lift station that will be used as a turnaround and parking area and has coordinated with the City operations and maintenance staff.

The lift station will typically be visited a maximum of once per day by a single truck for approximately half an hour to check operations and equipment. Once a month preventative maintenance will be done which could require two trucks and take a full day. If there is an emergency at the lift station additional trucks and a trailer mounted bypass pump will be onsite until the emergency is resolved. A gravel area to the north of the lift station is provided for the bypass pump.

**GRADING AND DRAINAGE**

Existing and proposed site grading is shown in the drawing set. The lift station site was included in the drainage plan for the full development. Relative to the rest of the development the impervious area added on the lift station site is small. Drainage from the site is primary directed south and will sheet flow onto the adjoining property. Storage volume and retention will be added elsewhere in the development to account for the additional runoff produced from the lift station site.

**LANDSCAPING**

Landscaping has been added to the site to screen the building and ancillary equipment. A landscape plan is provided showing the proposed landscaping for the site. Some of the landscaping is within a Public Service Company (PSCO) easement on the site. The PSCO easements are owned by Xcel. Crossings of these easements have been discussed and agreed upon per the letter included as Attachment C. The path and road crossings on or adjacent to the

lift station site are more obtrusive to the easement than the landscaping. Landscaping shown beyond the site boundaries is being coordinated as part of the Redtail Ridge Master Development Plan. Landscaping and irrigation within the lift station site shall be maintained by the Developer or the District.

## OWNERSHIP DOCUMENTATION

The land the lift station will be constructed on is owned by Redtail Ridge Development LLC. The Special Warranty Deed for the development property and the legal description for the lift station site is provided as Attachment D.

## ADJACENT PROPERTY OWNERS

Table 1 below lists ownership information for properties within 500 feet of the lift station. Information was taken from Boulder County and Broomfield County websites.

**Table 1 Adjacent Property Owners**

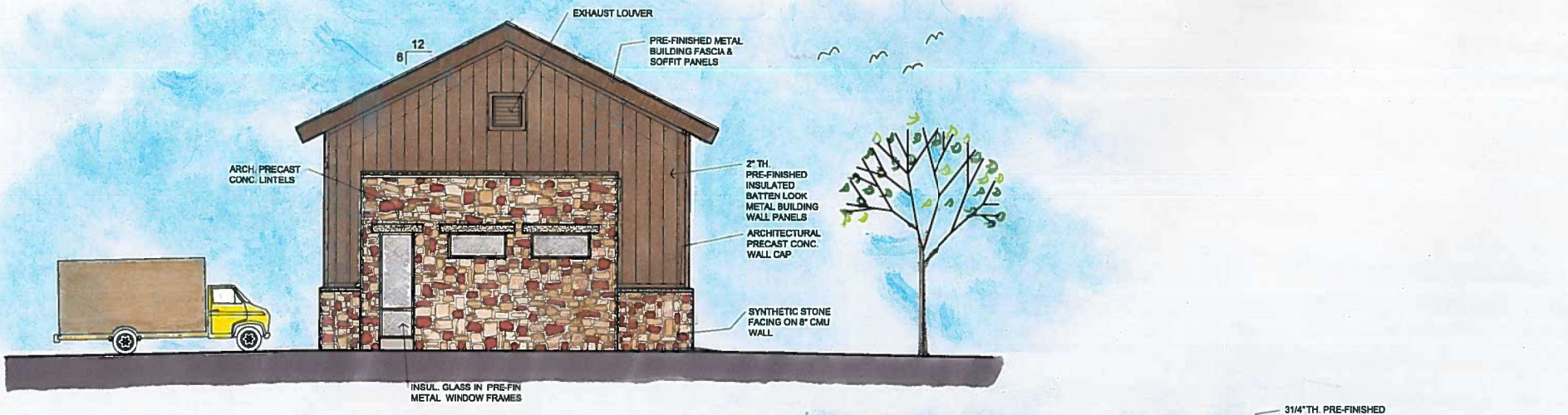
| Parcel No. | Owner | County | Owner Address |
|---|---|---|---|
| 157528268001 | Centennial Venture Ltd. Liability Co. | Broomfield | 1644 Platte St. Ste. 130, Denver, CO 80202 |
| 157528269001 | Parkway Retail LLC | Broomfield | 3434 47th St. #220, Boulder, CO 80301 |
| 157528269003 | Centennial Venture Ltd. Liability Co. | Broomfield | 1644 Platte St. Ste. 130, Denver, CO 80202 |
| 157528269002 | Centennial Venture Ltd. Liability Co. | Broomfield | 1644 Platte St. Ste. 130, Denver, CO 80202 |
| 157528271001 | Holman Broomfield Real Estate LLC | Broomfield | 17800 SE Mill Plain Blvd. Ste. 190, Vancouver, WA 98683 |
| 157529105001 | Phillips 66 Company | Broomfield | 420 S Keeler, Bartlesville, OK 74003 |
| 157528200019 | Phillips 66 Company | Broomfield | 420 S Keeler, Bartlesville, OK 74003 |

## SCHEDULE

Construction is planned to begin 2 months after plat approval.

## ATTACHMENTS

Attachment A – Project Drawings
Attachment B – Exterior Building Materials Cut Sheets (Metal Wall and Roof and Stone Wall Facing)
Attachment C – Redtail Ridge Xcel Easement Encroachments Letter
Attachment D – Special Warranty Deed




EAST ELEVATION

SCALE: 1/4" = 1'-0"




NORTH ELEVATION

SCALE: 1/4" = 1'-0"

LINTEK + HAYWOOD ARCHITECTS
990 S. BROADWAY, # 400
DENVER, CO. 80209
303.498.9918 PHONE

**Dewberry**®
Dewberry Engineers Inc.
990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802

LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"-SCALE ACCORDINGLY)

DRAWING A-4 DWG
DRAWN BRL
DESIGNED BRL
CHECKED BRL

APPROVED:
PRINCIPAL
DATE:

| REVISIONS | | | | |
|---|---|---|---|---|
| REV. | DESCRIPTION | BY | DATE | APP. |
| | | | | |

CITY OF LOUISVILLE
LOUISVILLE, COLORADO

REDTAIL RIDGE LIFT STATION

ARCHITECTURAL

BUILDING ELEVATION RENDERINGS

DATE: 05/05/20
PROJECT NUMBER: 50119483
REVISION NO.
DRAWING NUMBER: EXHIBIT
SHEET NUMBER

# KingRib 3 / KingRib 5

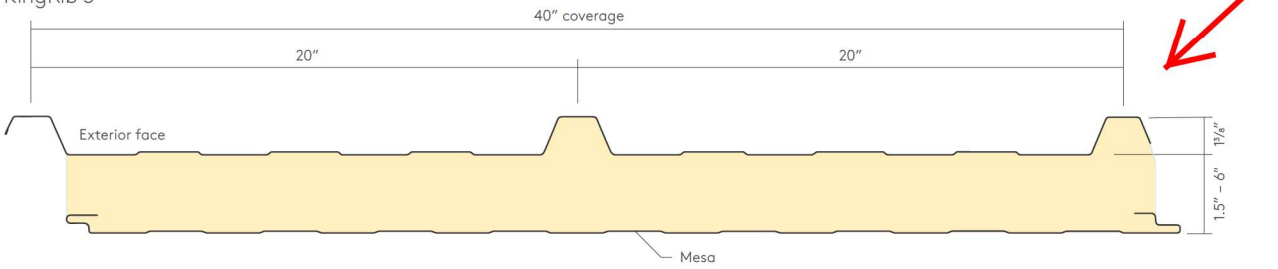
proposed wall panel w / vertical batten utilizing the 20" spacing - bronze

KingRib insulated roof panels are the perfect option for a modern design combined with high energy-efficiency, durability, and high R-value.

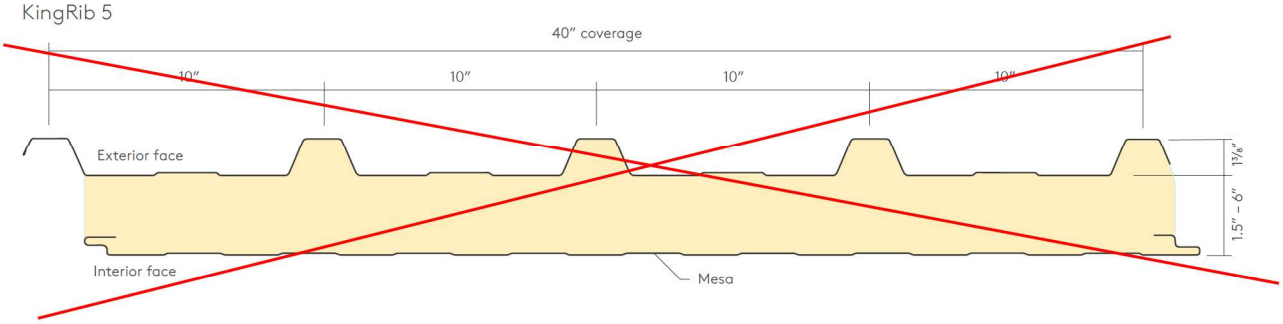


| | |
|---|---|
| Profile: | Exterior: Mesa with Trapezoidal Ribs / Interior: Mesa |
| Embossing: | Exterior: Smooth / Interior: Embossed |
| Gauge: | Exterior: 26 ga Standard (24, 22 ga optional) / Interior: 26 ga Standard (24, 22 ga optional) |
| Width: | 40" |
| Thickness: | 1.5", 2.5", 4", 5", 6" |
| Length: | 8' – 50' |
| Post fabrication: | Cutbacks |
| R-value: | ~ 7.2 per inch per ASTM C518 @ 75°F / ~ 8.2 per inch per ASTM C518 @ 40°F |

KingRib 3




KingRib 5






310

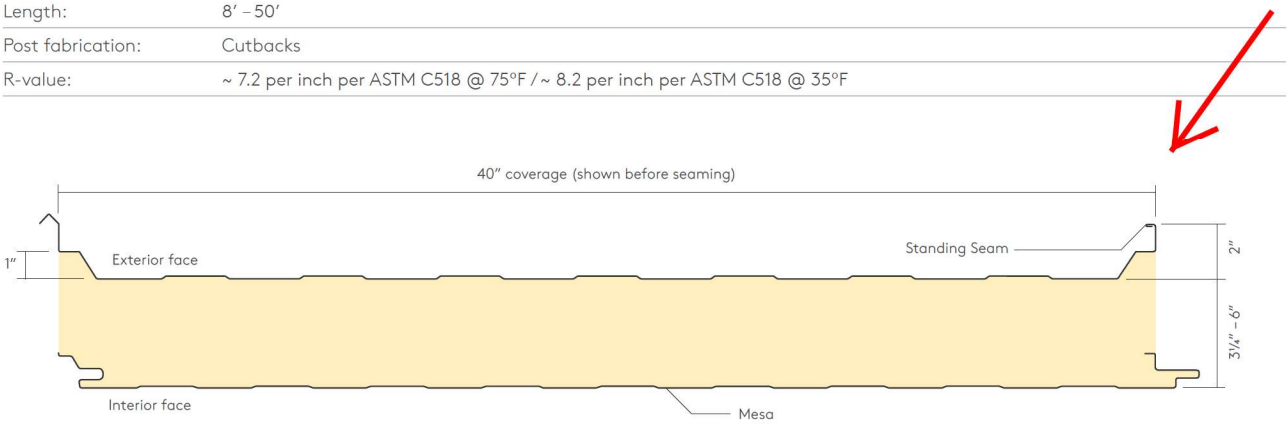
proposed metal roof panel -
standing seam - bronze

# KingSeam

KingSeam insulated standing seam roof panels are designed to offer design flexibility and aesthetics combined with high R-values and unparalleled service life performance. Ideal for new and retrofit applications across a wide variaety of building sectors.



| | |
|---|---|
| Profile: | Exterior: Ribbed standing seam / Interior: Mesa |
| Embossing: | Exterior: Smooth / Interior: Embossed |
| Gauge: | Exterior: 26 ga Standard (24, 22 ga optional) / Interior: 26 ga Standard (24, 22 ga optional) |
| Width: | 40" |
| Thickness: | 3.25", 4", 5", 6" |
| Length: | 8' – 50' |
| Post fabrication: | Cutbacks |
| R-value: | ~ 7.2 per inch per ASTM C518 @ 75°F / ~ 8.2 per inch per ASTM C518 @ 35°F |




Eldorado Stone - Podova



*Image shown may not reflect actual configuration*

# Weather Protective and Sound Attenuated Enclosures

## 60Hz

## Features

### Robust/Highly Corrosion Resistant Construction

- Stainless steel flush fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fastener

### Excellent Access

- Single side access for service and controls
- All non-service sides have removable doors and/or panels
- Radiator fill access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease
- Double doors on both sides
- Vertically hinged doors with solid bar door stays to hold doors in place when open

### Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof.

### Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites. The sound deadening material is of a self-extinguishing design
- This range of enclosures are designed on modular principles with many interchangeable components permitting on site repair

### Options

- Weather Protective – constructed with 16 gauge steel; industrial silencer mounted within the main enclosure body.
- Sound Attenuated Level 1 – constructed with 16 gauge steel; weather protective with critical silencer - silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Level 2 – constructed with 16 gauge steel; weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Sound Attenuated Aluminum constructed with 14 gauge Aluminum 5052 grade. Weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood.
- Caterpillar Yellow* or white paint.
- UL Listed sub base tanks.
- Externally mounted emergency stop button.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010.
- IBC certification for 180 mph wind loading

*Not available with Aluminium enclosures

Enclosure is expected to be approximately 13' long by 5 feet wide by 7 feet tall. Color will be selected by the Architect to match the building and surroundings.

HARRIS KOCHER SMITH
DENVER • DALLAS/FORT WORTH

August 1st, 2025

Attention:
City of Louisville
Department of Transportation & Infrastructure
Development Engineering Services
749 Main St.
Louisville, CO 80027

This letter summarizes how the proposed storm sewer and drainage improvements associated with Redtail Ridge Lift Station ("Project") conform to the provisions allowed by the Final Master Drainage Report for Redtail Ridge ("Report").

The Project is located at the southwest corner of the intersection of Rockcress Drive and Northwest Parkway, with a total acreage of 0.86 acres. The Site is bound by Redtail Ridge Filing No. 1 Lot 3 Block 1 to the west, Rockcress Drive to the north, Northwest Parkway to the east, and City and County of Broomfield open space to the south. A copy of the vicinity map can be found in Appendix A for reference. The Project is proposed as a sanitary sewer lift station, with associated improvements such as utility service, access road, trail, and grading.

As shown in the Report, sub-basin D-3 encompasses the entirety of this Project. Sub-basin D-3 has a peak runoff of 34.12 cubic feet per second ("cfs") for the major storm event and is routed to Pond C-2. Due to grading constraints within the Site, it is being proposed to direct runoff to the southeast corner of the Site through a system of landscape drains to an ADS Barracuda Max S3 system, where it will be treated. Water quality treatment devices are not typically allowed, however a variance has been submitted and approved by the City of Louisville allowing for one. This variance letter is included in Appendix E, for reference. Approximately 82% of the site can be captured to treat for water quality from a grading perspective. In storm events larger than the water quality event, it is assumed the landscape drains are clogged and runoff will flow to the east where it will continue south through an existing grass swale, following historic conditions. The 82% of the site which can be captured and treated for water quality, follows the City of Louisville design standards for their MS4 permit requirements.

Rational calculations were completed for the Project per City of Louisville and Mile High Flood District ("MHFD") standards and can be found in Appendix C, for reference. As shown on the proposed drainage plan, 82% of the runoff from the Project will be captured onsite, conveyed through the ADS Barracuda Max S3 system for treatment, and ultimately routed offsite. The remaining 18% of the runoff will directly flow offsite, without treatment. The minor and major storms being analyzed with this letter are the 2-year and 100-year respectively, per City of Louisville Criteria. The landscape drain system has been sized to accommodate the 2-year storm. Sizing calculations for the landscape drains are included in Appendix C, for reference.

Two sections were analyzed with this letter using the combined 100-year flow rate from basins A & B

below together totaling 2.42 cfs; Section C-C, near landscape drain A7-1, and Section D-D near the transformer north of the lift station. The 100-year total flow was used as a conservative measure to show that even though the 100-year flow does not specifically drain to either of these sections, there is more than 1' of freeboard over the water surface elevation to the lift station finished floor elevation. These sections are included in Appendix C, and shown on the Drainage Plan in Appendix D, for reference.

Capacity calculations were performed on landscape drain A7-1 just west of the lift station building. This landscape drain was analyzed with the 100-year storm due to its proximity to the lift station. Visually analyzing the amount of runoff going to this basin in the 100-year storm, it was determined that twice Basin B's 100-year runoff was a conservative estimate, which totals 0.14 cfs, as it is more than the flow that does go to A7-1. The capacity of A7-1 was determined based on the maximum head above the drain while maintaining 1' above finished floor was 0.79 ft which resulted in a capacity of 2.08 cfs. Therefore this drain is not a concern and will function properly. The other drains for the Project were analyzed with the 2-year storm due to it being assumed the drains are clogged in the 100-year storm event. Drain A3 was analyzed due to it having the smallest head available, 0.13 ft. The available capacity of drain A3 is 0.45 cfs while the minor storm event for Basin A yields 0.43 cfs. Therefore, all of the other drains for the Project have adequate capacity and follow Louisville Criteria.

**SUB-BASIN DESCRIPTION**

Basin A (0.71 acres, 36.05% impervious) encompasses a portion of the Project including the proposed building, driveway, trail, and associated landscaping. Runoff will be conveyed through proposed curb and gutter and landscape to a landscape drain system. The landscape drain system will convey runoff into an ADS Barracuda Max S3 system where it will be treated for water quality. In larger storm events, it is assumed the landscape drains are clogged and runoff will sheet flow to the east where it will continue to surface flow offsite and follow the historic drainage pattern south to Rock Creek through an existing grass swale. This emergency overflow path is shown on the Drainage Plan in Appendix D for reference. Peak flows from Basin A for the minor and major storm are 0.43 cfs and 2.34 cfs, respectively.

Basin B (0.07 acres, 2% impervious) encompasses a portion of Lot 1 Block 3 west of the lift station building. Runoff from this basin will flow onto the Project and be captured by a landscape drain where it will then be routed through A7-1 east to the proposed ADS Barracuda Max S3 system where it will be treated for water quality. In larger storm events, it is assumed the landscape drains are clogged and runoff will sheet flow to the north and east where it will continue to surface flow offsite and follow the historic drainage pattern south to Rock Creek through an existing grass swale. This emergency overflow path is shown on the Drainage Plan in Appendix D for reference. Peak flows from Basin B for the minor and major storm are 0.001 cfs and 0.08 cfs, respectively.

Basin OS-1 (0.16 acres, 23.87% impervious) encompasses a portion of the site where capturing runoff is not obtainable due to grading constraints. The basin includes a portion of the trail and landscaping. Runoff for this basin will sheet flow, untreated, to the east where it will continue to surface flow offsite and follow the historic drainage pattern south to Rock Creek through an existing grass swale. Peak flows

from Basin OS-1 for the minor and major storm are 0.06 cfs and 0.39 cfs, respectively.

A drainage plan has been included in Appendix D for reference.

Please contact me if you have any questions or require additional information.

Sincerely,

**HARRIS KOCHER SMITH**

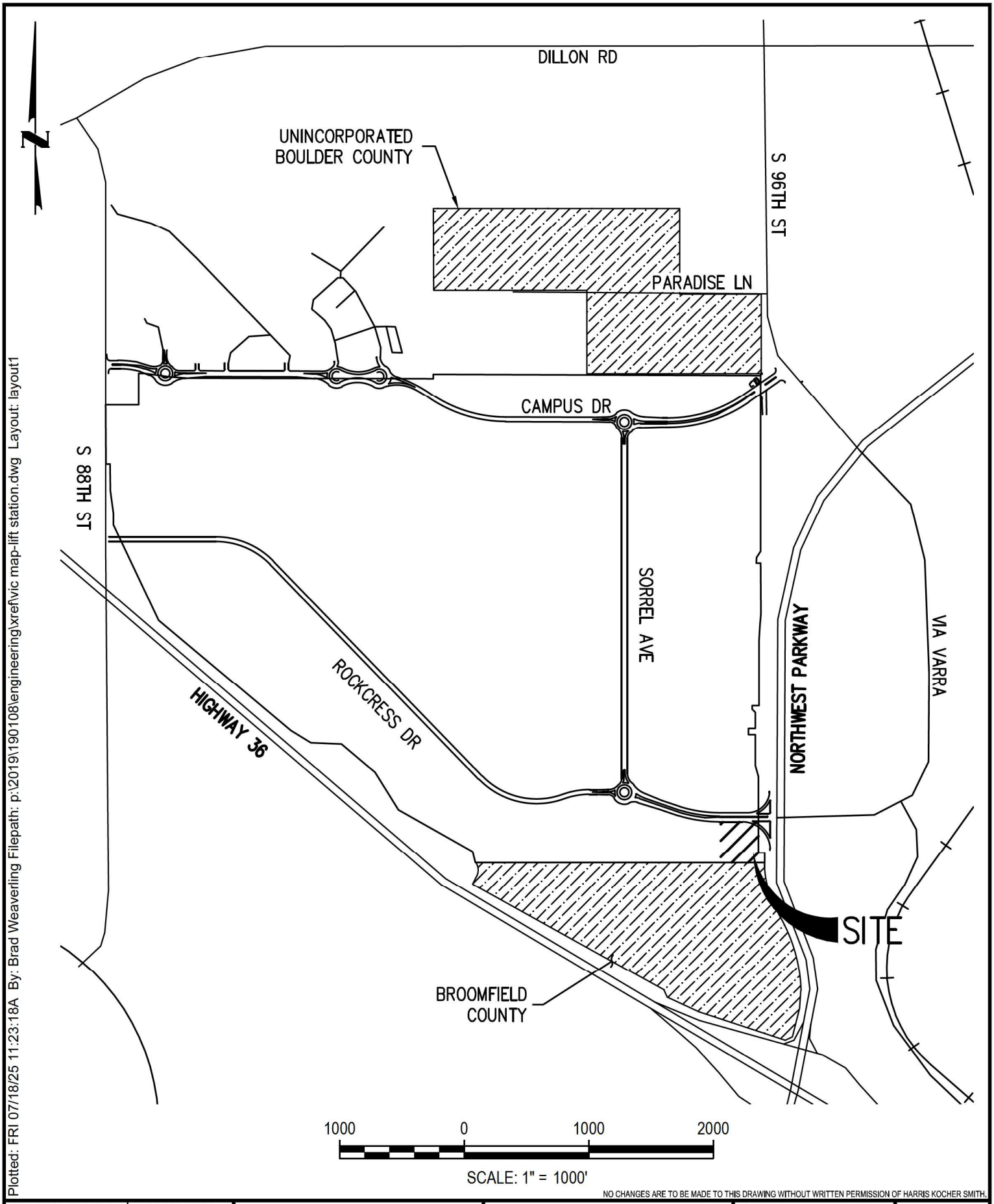
**Tim Sayler, PE**
**Licensed Professional Engineer**
**State of Colorado**
**No. 56955**
**On behalf of Harris Kocher Smith**

# Appendix A

Vicinity Map

Flood Insurance Rate Map (FIRM)

NRCS Web Soil Survey (WSS)




Plotted: FRI 07/18/25 11:23:18A By: Brad Weaverling Filepath: p:\2019\190108\engineering\xref\vic map-lift station.dwg Layout: layout1

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

| ISSUE DATE: 06-06-2019 | PROJECT #: 190108 |
|---|---|
| DATE | REVISION COMMENTS |
| | |
| | |
| | |
| | |
| | |
| | |

STERLING BAY

REDTAIL RIDGE
VICINITY MAP

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

DSN'D BY: TJS
CHK'D BY: TJS
DRAWN BY: SJA

SHEET NO.
1
1 OF 1

## NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations** shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The **horizontal datum** was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713- 3242**, or visit its website at http://www.ngs.noaa.gov.

**Base map** information shown on this FIRM was provided by the FEMA Map Service Centerand the Boulder Area Spatial Data Cooperative (BASIC). Additional input was provided by the Town of Erie and the City of Longmont. These data are current as of 2004

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

**Corporate limits** shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

**Please** refer to the **separately printed Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the **Map Service Center (MSC)** website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

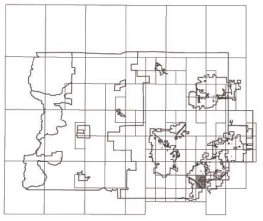
If you have **questions about this map,** how to order products, or the National Flood Insurance Program in general, please call the **FEMA Map Information eXchange (FMIX)** at **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/business/nfip.

**Boulder County Vertical Datum Offset Table**

| Flooding Source | Vertical Datum Offset (ft) | Flooding Source | Vertical Datum Offset (ft) |
|---|---|---|---|
| Coal Creek | 3.3 | Rock Creek | 3.2 |

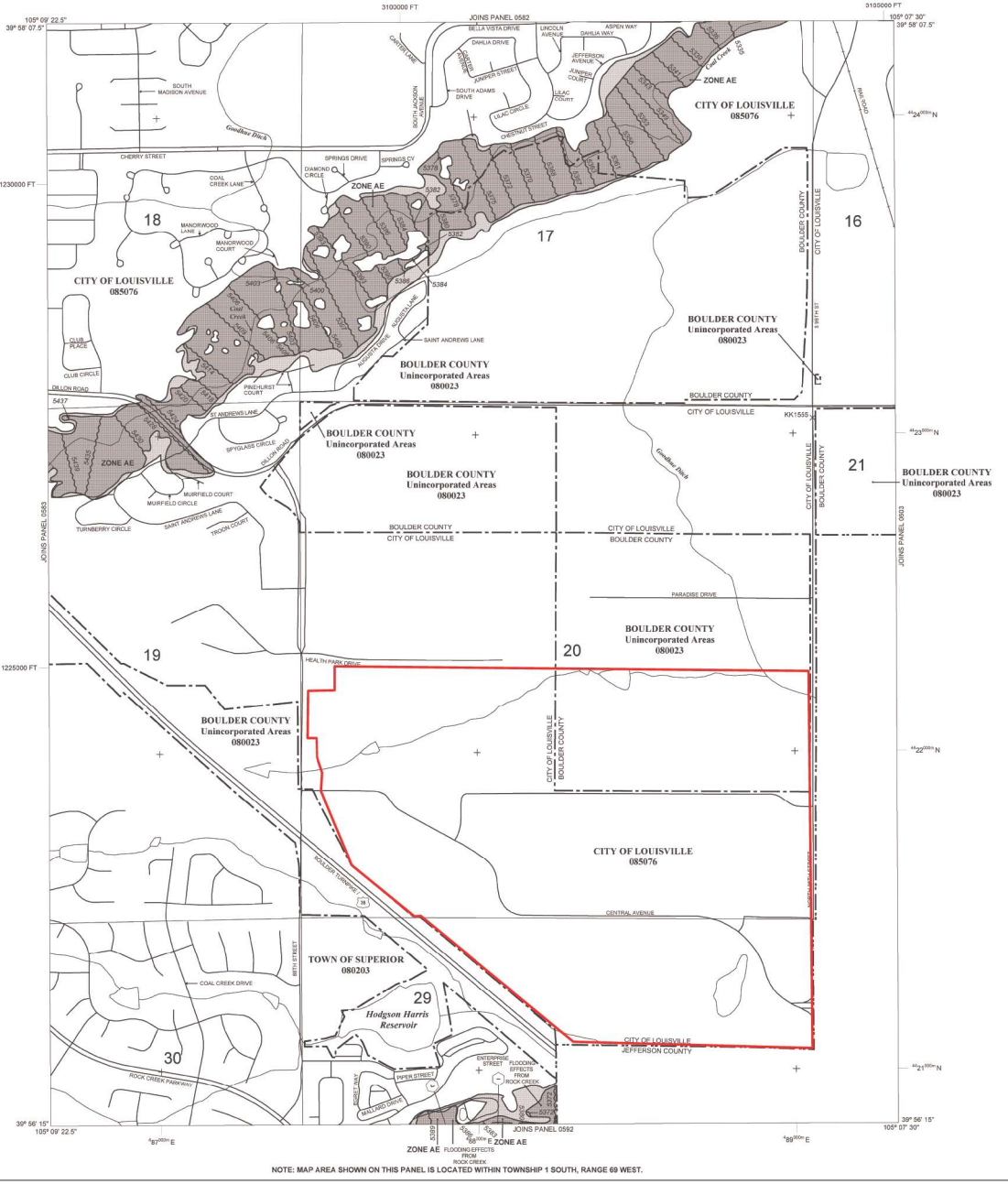
Example: To convert Coal Creek elevations to NAVD 88, 3.3 feet were added to the NGVD 29 elevations.

**Panel Location Map**



This digital Flood Insurance Rate map (FIRM) was produced through a cooperative partnership between the State of Colorado Water Conservation Board, the Urban Drainage and Flood Control District, and the Federal Emergency Management Agency (FEMA). The State of Colorado Water Conservation Board and the Urban Drainage and Flood Control District have implemented a long-term approach of floodplain management to reduce the costs associated with flooding. As part of this effort, both the State of Colorado and the Urban Drainage and Flood Control District have joined in Cooperating Technical Partner agreements with FEMA to produce this digital FIRM.

Additional Flood Hazard Information and resources are available from local communities, the Colorado Water Conservation Board, and the Urban Drainage and Flood Control District.




NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 1 SOUTH, RANGE 69 WEST.

## LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

| | |
|---|---|
| ZONE A | No Base Flood Elevations determined. |
| ZONE AE | Base Flood Elevations determined. |
| ZONE AH | Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined. |
| ZONE AO | Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined. |
| ZONE AR | Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood. |
| ZONE A99 | Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined. |
| ZONE V | Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined. |
| ZONE VE | Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined. |

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

| | |
|---|---|
| ZONE X | Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. |

OTHER AREAS

| | |
|---|---|
| ZONE X | Areas determined to be outside the 0.2% annual chance floodplain. |
| ZONE D | Areas in which flood hazards are undetermined, but possible. |

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Floodplain Boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513 Base Flood Elevation line and value; elevation in feet*
(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A Cross section line
23 — 23 Transect line
45° 02' 08", 93° 02' 12" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
4939000 mN 1000-meter Universal Transverse Mercator grid values, zone 13
3180000 FT 5000-foot ticks: Colorado State Plane North Zone (FIPS Zone 0501), Lambert Conformal Conic projection
DX5510 × Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
June 2, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
May 6, 1996 - to incorporate previously issued Letters of Map Revision; to add roads and road names; and to update corporate limits.
October 4, 2002 - to change base flood elevations; to change special flood hazard areas; to change zone designations; to update roads and road names; to reflect updated topographic information; to incorporate previously issued Letters of Map Revision; and to change floodway.
December 18, 2012 - to update corporate limits, to update roads and road names; to add Special Flood Hazard Areas previously shown on Town of Erie, Colorado Flood Insurance Rate Map dated December 2, 2004; and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

200 0 500 1000 FEET
150 0 150 300 METERS

NFIP

**PANEL 0584J**

# FIRM

**FLOOD INSURANCE RATE MAP**

**BOULDER COUNTY, COLORADO**
**AND INCORPORATED AREAS**

**PANEL 584 OF 615**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|---|---|---|---|
| BOULDER COUNTY | 080023 | 0584 | J |
| LOUISVILLE, CITY OF | 085076 | 0584 | J |
| SUPERIOR, TOWN OF | 080203 | 0584 | J |

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

**MAP NUMBER**
**08013C0584J**

**MAP REVISED**
**DECEMBER 18, 2012**

**Federal Emergency Management Agency**

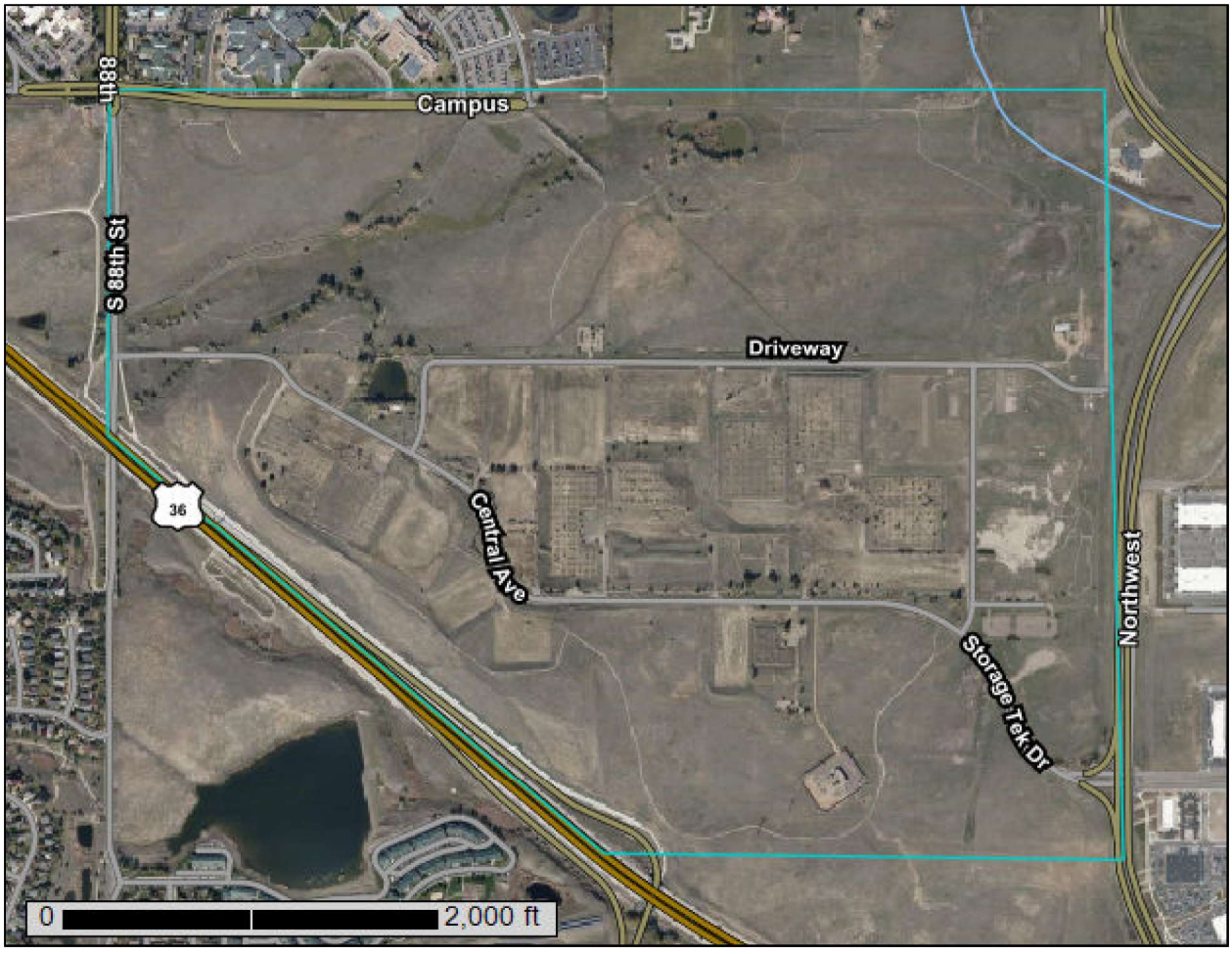
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Boulder County Area, Colorado




January 6, 2020

# Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report
## Soil Map



## MAP LEGEND

**Area of Interest (AOI)**
- Area of Interest (AOI)

**Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**
- Streams and Canals

**Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**
- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Boulder County Area, Colorado
Survey Area Data: Version 16, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 25, 2018—Apr 9, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| CoC | Colby silty clay loam, 3 to 5 percent slopes | 12.7 | 2.9% |
| KuD | Kutch clay loam, 3 to 9 percent slopes | 10.6 | 2.4% |
| NuB | Nunn clay loam, 1 to 3 percent slopes | 154.9 | 35.8% |
| NuC | Nunn clay loam, 3 to 5 percent slopes | 97.4 | 22.5% |
| Te | Terrace escarpments | 25.3 | 5.8% |
| VaB | Valmont clay loam, 1 to 3 percent slopes | 5.7 | 1.3% |
| VaC | Valmont clay loam, 3 to 5 percent slopes | 62.6 | 14.5% |
| VcC | Valmont cobbly clay loam, 1 to 5 percent slopes | 27.7 | 6.4% |
| VcE | Valmont cobbly clay loam, 5 to 25 percent slopes | 34.3 | 7.9% |
| W | Water | 1.7 | 0.4% |
| **Totals for Area of Interest** | | **432.9** | **100.0%** |

# Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They

generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# Boulder County Area, Colorado

## CoC—Colby silty clay loam, 3 to 5 percent slopes

### Map Unit Setting

*National map unit symbol:* jprf
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 14 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Colby and similar soils:* 90 percent
*Minor components:* 10 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Colby

#### Setting

*Landform:* Upland slopes
*Landform position (three-dimensional):* Side slope
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Uniform eolian deposits

#### Typical profile

*H1 - 0 to 12 inches:* silty clay loam
*H2 - 12 to 43 inches:* silty clay loam
*H3 - 43 to 60 inches:* clay loam

#### Properties and qualities

*Slope:* 3 to 5 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained
*Runoff class:* Low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high (0.20 to 0.60 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 10 percent
*Available water storage in profile:* High (about 11.4 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 4e
*Land capability classification (nonirrigated):* 4e
*Hydrologic Soil Group:* C
*Ecological site:* Loamy Plains (R067BY002CO)
*Hydric soil rating:* No

### Minor Components

#### Gaynor

*Percent of map unit:* 5 percent
*Hydric soil rating:* No

**Weld**

*Percent of map unit:* 5 percent
*Hydric soil rating:* No

## KuD—Kutch clay loam, 3 to 9 percent slopes

### Map Unit Setting

*National map unit symbol:* jprx
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 12 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Farmland of statewide importance

### Map Unit Composition

*Kutch and similar soils:* 85 percent
*Minor components:* 15 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Kutch

#### Setting

*Landform:* Valley sides
*Landform position (three-dimensional):* Side slope
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Clayey residuum weathered from sedimentary rock

#### Typical profile

*H1 - 0 to 7 inches:* clay loam
*H2 - 7 to 22 inches:* clay
*H3 - 22 to 30 inches:* clay
*H4 - 30 to 34 inches:* unweathered bedrock

#### Properties and qualities

*Slope:* 3 to 9 percent
*Depth to restrictive feature:* 20 to 40 inches to paralithic bedrock
*Natural drainage class:* Well drained
*Runoff class:* High
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 15 percent
*Available water storage in profile:* Low (about 4.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 4e
*Land capability classification (nonirrigated):* 4e

*Hydrologic Soil Group:* D
*Ecological site:* Clayey Foothill (R049BY208CO)
*Hydric soil rating:* No

**Minor Components**

**Renohill**
*Percent of map unit:* 6 percent
*Hydric soil rating:* No

**Nunn**
*Percent of map unit:* 5 percent
*Hydric soil rating:* No

**Samsil**
*Percent of map unit:* 2 percent
*Hydric soil rating:* No

**Shingle**
*Percent of map unit:* 2 percent
*Hydric soil rating:* No

## NuB—Nunn clay loam, 1 to 3 percent slopes

**Map Unit Setting**
*National map unit symbol:* 2tlpl
*Elevation:* 3,900 to 5,840 feet
*Mean annual precipitation:* 13 to 17 inches
*Mean annual air temperature:* 50 to 54 degrees F
*Frost-free period:* 135 to 160 days
*Farmland classification:* Prime farmland if irrigated

**Map Unit Composition**
*Nunn and similar soils:* 85 percent
*Minor components:* 15 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Nunn**

**Setting**
*Landform:* Terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Pleistocene aged alluvium and/or eolian deposits

**Typical profile**
*Ap - 0 to 9 inches:* clay loam
*Bt - 9 to 13 inches:* clay loam
*Btk - 13 to 25 inches:* clay loam
*Bk1 - 25 to 38 inches:* clay loam
*Bk2 - 38 to 80 inches:* clay loam

**Properties and qualities**

*Slope:* 1 to 3 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained
*Runoff class:* Medium
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 7 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
*Sodium adsorption ratio, maximum in profile:* 0.5
*Available water storage in profile:* High (about 9.9 inches)

**Interpretive groups**

*Land capability classification (irrigated):* 2e
*Land capability classification (nonirrigated):* 3e
*Hydrologic Soil Group:* C
*Ecological site:* Clayey Plains (R067BY042CO)
*Hydric soil rating:* No

**Minor Components**

**Heldt**

*Percent of map unit:* 10 percent
*Landform:* Terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* Clayey Plains (R067BY042CO)
*Hydric soil rating:* No

**Satanta**

*Percent of map unit:* 5 percent
*Landform:* Terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* Loamy Plains (R067BY002CO)
*Hydric soil rating:* No

## NuC—Nunn clay loam, 3 to 5 percent slopes

**Map Unit Setting**

*National map unit symbol:* 2tlpm
*Elevation:* 5,000 to 5,750 feet
*Mean annual precipitation:* 12 to 17 inches
*Mean annual air temperature:* 46 to 54 degrees F

*Frost-free period:* 100 to 160 days
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Nunn and similar soils:* 90 percent
*Minor components:* 10 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Nunn

#### Setting

*Landform:* Terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Pleistocene aged alluvium and/or eolian deposits

#### Typical profile

*A - 0 to 6 inches:* clay loam
*Bt - 6 to 18 inches:* clay
*Btk - 18 to 30 inches:* clay
*Bk - 30 to 47 inches:* clay loam
*BCk - 47 to 80 inches:* clay loam

#### Properties and qualities

*Slope:* 3 to 5 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained
*Runoff class:* Medium
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 7 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
*Sodium adsorption ratio, maximum in profile:* 0.5
*Available water storage in profile:* High (about 9.6 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e
*Land capability classification (nonirrigated):* 3e
*Hydrologic Soil Group:* C
*Ecological site:* Clayey Plains (R067BY042CO)
*Hydric soil rating:* No

### Minor Components

#### Satanta

*Percent of map unit:* 10 percent
*Landform:* Terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* Loamy Plains (R067BY002CO)
*Hydric soil rating:* No

## Te—Terrace escarpments

### Map Unit Setting

*National map unit symbol:* jpsv
*Elevation:* 4,400 to 5,500 feet
*Mean annual precipitation:* 10 to 16 inches
*Mean annual air temperature:* 46 to 54 degrees F
*Frost-free period:* 120 to 160 days
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Terrace escarpments:* 100 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Terrace Escarpments

#### Setting

*Landform:* Paleoterraces, fan remnants
*Landform position (two-dimensional):* Shoulder, backslope
*Landform position (three-dimensional):* Base slope, riser
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Cobbly and stony colluvium over sandstone and shale

#### Typical profile

*H1 - 0 to 6 inches:* gravelly sand
*H2 - 6 to 60 inches:* gravelly sand, very gravelly sand, gravelly coarse sand
*H2 - 6 to 60 inches:*
*H2 - 6 to 60 inches:*

#### Interpretive groups

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 7s
*Hydrologic Soil Group:* A
*Hydric soil rating:* No

## VaB—Valmont clay loam, 1 to 3 percent slopes

### Map Unit Setting

*National map unit symbol:* jpsw
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 12 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Prime farmland if irrigated

**Map Unit Composition**

*Valmont and similar soils:* 85 percent
*Minor components:* 15 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Valmont**

**Setting**

*Landform:* Terraces, fan remnants
*Landform position (three-dimensional):* Base slope, tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Gravelly and cobbly loamy alluvium

**Typical profile**

*H1 - 0 to 9 inches:* clay loam
*H2 - 9 to 29 inches:* clay loam, clay
*H2 - 9 to 29 inches:* very gravelly loam, very gravelly sandy loam
*H3 - 29 to 60 inches:*
*H3 - 29 to 60 inches:*

**Properties and qualities**

*Slope:* 1 to 3 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained
*Runoff class:* Medium
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 10 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Available water storage in profile:* Very high (about 12.4 inches)

**Interpretive groups**

*Land capability classification (irrigated):* 2e
*Land capability classification (nonirrigated):* 3s
*Hydrologic Soil Group:* C
*Ecological site:* Clayey Foothill (R049BY208CO)
*Hydric soil rating:* No

**Minor Components**

**Nunn**

*Percent of map unit:* 8 percent
*Hydric soil rating:* No

**Fluventic haplaquolls**

*Percent of map unit:* 4 percent
*Landform:* Terraces
*Hydric soil rating:* Yes

**Heldt**

*Percent of map unit:* 3 percent
*Hydric soil rating:* No

## VaC—Valmont clay loam, 3 to 5 percent slopes

### Map Unit Setting

*National map unit symbol:* jpsx
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 12 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Prime farmland if irrigated

### Map Unit Composition

*Valmont and similar soils:* 85 percent
*Minor components:* 15 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Valmont

#### Setting

*Landform:* Terraces, fan remnants
*Landform position (three-dimensional):* Base slope, tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Gravelly and cobbly loamy alluvium

#### Typical profile

*H1 - 0 to 7 inches:* clay loam
*H2 - 7 to 24 inches:* clay loam, clay
*H2 - 7 to 24 inches:* very gravelly loam, very gravelly sandy loam
*H3 - 24 to 60 inches:*
*H3 - 24 to 60 inches:*

#### Properties and qualities

*Slope:* 3 to 5 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained
*Runoff class:* Medium
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 10 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Available water storage in profile:* High (about 11.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* 3e
*Land capability classification (nonirrigated):* 3e
*Hydrologic Soil Group:* C

*Ecological site:* Clayey Foothill (R049BY208CO)
*Hydric soil rating:* No

**Minor Components**

**Nunn**
*Percent of map unit:* 8 percent
*Hydric soil rating:* No

**Heldt**
*Percent of map unit:* 5 percent
*Hydric soil rating:* No

**Fluventic haplaquolls**
*Percent of map unit:* 2 percent
*Landform:* Flood plains
*Hydric soil rating:* Yes

## VcC—Valmont cobbly clay loam, 1 to 5 percent slopes

**Map Unit Setting**
*National map unit symbol:* jpsy
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 12 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Not prime farmland

**Map Unit Composition**
*Valmont and similar soils:* 100 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Valmont**

**Setting**
*Landform:* Terraces, fan remnants
*Landform position (three-dimensional):* Base slope, tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Gravelly and cobbly loamy alluvium

**Typical profile**
*H1 - 0 to 8 inches:* cobbly clay loam
*H2 - 8 to 22 inches:* clay loam, clay
*H2 - 8 to 22 inches:* very gravelly loam, very gravelly sandy loam
*H3 - 22 to 60 inches:*
*H3 - 22 to 60 inches:*

**Properties and qualities**
*Slope:* 1 to 5 percent
*Depth to restrictive feature:* More than 80 inches
*Natural drainage class:* Well drained

*Runoff class:* Medium
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 10 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Available water storage in profile:* High (about 11.0 inches)

**Interpretive groups**
*Land capability classification (irrigated):* 3e
*Land capability classification (nonirrigated):* 3e
*Hydrologic Soil Group:* C
*Ecological site:* Cobbly Foothills (R048AY346CO)
*Hydric soil rating:* No

## VcE—Valmont cobbly clay loam, 5 to 25 percent slopes

**Map Unit Setting**
*National map unit symbol:* jpsz
*Elevation:* 4,900 to 5,500 feet
*Mean annual precipitation:* 12 to 18 inches
*Mean annual air temperature:* 48 to 52 degrees F
*Frost-free period:* 140 to 155 days
*Farmland classification:* Not prime farmland

**Map Unit Composition**
*Valmont and similar soils:* 90 percent
*Minor components:* 10 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Valmont**

**Setting**
*Landform:* Terraces, fan remnants
*Landform position (three-dimensional):* Base slope, riser
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Gravelly and cobbly loamy alluvium

**Typical profile**
*H1 - 0 to 6 inches:* cobbly clay loam
*H2 - 6 to 18 inches:* clay loam, clay
*H2 - 6 to 18 inches:* very gravelly loam, very gravelly sandy loam
*H3 - 18 to 60 inches:*
*H3 - 18 to 60 inches:*

**Properties and qualities**
*Slope:* 5 to 10 percent
*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Well drained
*Runoff class:* High
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum in profile:* 10 percent
*Salinity, maximum in profile:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
*Available water storage in profile:* High (about 10.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* 4e
*Land capability classification (nonirrigated):* 4e
*Hydrologic Soil Group:* C
*Ecological site:* Cobbly Foothills (R048AY346CO)
*Hydric soil rating:* No

**Minor Components**

**Dacono**

*Percent of map unit:* 9 percent
*Hydric soil rating:* No

**Fluventic haplaquolls**

*Percent of map unit:* 1 percent
*Landform:* Flood plains
*Hydric soil rating:* Yes

## W—Water

**Map Unit Composition**

*Water:* 95 percent
*Minor components:* 5 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Minor Components**

**Aquolls**

*Percent of map unit:* 5 percent
*Landform:* Marshes
*Hydric soil rating:* Yes

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# Appendix B

Master Drainage Report Excerpts

Basin C (105.17 acres, 78% imperviousness) is generally in the eastern portion of the Site, lying east of Sorrel Avenue and west of S. 96th Street. It consists of roadways and developable land. The basin contains six sub-basins, four of which primarily contain roadways. The sub-basins not defined by proposed roadways (C-1, C-2) were delineated based on an existing ridge within the parcel. Roadway sub-basins (C-3, C-4, C-5, C-6) will be further subdivided in Filing No. 1 and with the Rockcress Extension plans based on inlet placement. A majority of runoff from Basin C is conveyed either to Pond C-1 or Pond C-2. 2.8 acres of land will release runoff directly to Tributary I, after appropriate water quality treatment. 0.34 acres of roadway, identified as Sub-basin C-6-3 in the future reports, will discharge to existing infrastructure in Northwest Parkway.

Basin D (44.08 acres, 46% imperviousness) is in the southern portion of the Site and generally lies south of Rockcress Drive and Basin E. Extents of proposed development and an existing ridge in Parcel E split Basin D and E. The basin is divided into five sub-basins: D-1, D-2, D-3, D-4, and D-5. Approximately 28.74 acres are proposed to develop with 70% impervious cover, while the rest is proposed to be left either undeveloped or as open space with an imperviousness of 2%. Developed runoff from Basin D will be conveyed to Pond C-2 while the undeveloped portions will continue to flow as they have historically. Portions of the basin flowing offsite are limited to areas wherein it is not practical to capture and treat runoff; these areas include portions of the lift station site, and portions of trail spanning the edge of the basin/property. Runoff from the lift station within the basin will be captured by landscape drains sized for the minor event and treated for water quality via an ADS hydrodynamic separator (HDS) system. Flows in excess of the HDS' treatment capacity will bypass the device and flow offsite. For additional details about the lift station and the associated water quality treatment, see the Redtail Ridge Lift Station Drainage Letter, submitted separately.

Basin E (34.11 acres, 75% imperviousness) constitutes developable land in the southwest portion of the Site, generally between Rockcress Drive and Basin D. Stormwater runoff in Basin E is proposed to be detained in a full spectrum detention facility, Pond E. It is anticipated that the basin area will be developed with curb, gutter, and sewer directing flows to the facility. The pond will ultimately outfall to the proposed sewer in Rockcress Drive. Detailed design of Pond E will be performed with the planned unit developed (PUD) PUD-8 design documents and reporting, which will be required to demonstrate conformance with the preliminary design guidance provided herein.

Basin F (17.05 acres, 2% imperviousness) is in the northern portion of the Site and is existing open space and will drain as it does historically. It is bound on the north by the property line and on the east, west, and south by Campus Drive. The historical flows for Basin F generally flow from the extents of the basin to the center where they meet Tributary I.

*Table 1: Basin and Direct Runoff Summary Table*

| MAJOR DRAINAGE BASIN | CONTRIBUTING AREA (AC) | IMPERV | Q2 (CFS) | Q10 (CFS) | Q100 (CFS) | TRIBUTARY TO |
|---|---|---|---|---|---|---|
| A-1 | 37.99 | 2% | 0.24 | 6.80 | 37.01 | TRIBUTARY I |
| A-2-1 | 22.67 | 2% | 0.14 | 4.07 | 22.07 | TRIBUTARY I |
| A-2-2 | 25.02 | 85% | 21.68 | 38.60 | 82.63 | POND B |
| A-3 | 0.62 | 75% | 0.24 | 0.46 | 1.08 | POND C-2 |
| B-1 | 79.46 | 85% | 82.91 | 145.96 | 309.95 | POND B |
| B-2 | 30.37 | 85% | 33.22 | 59.73 | 123.29 | POND C-2 |
| C-1 | 53.21 | 80% | 45.88 | 83.89 | 183.63 | POND C-1 |
| C-2 | 19.63 | 80% | 22.10 | 41.84 | 88.58 | POND C-2 |
| C-3 | 14.38 | 78% | 5.40 | 9.90 | 23.44 | POND C-1 |
| C-4 | 2.78 | 75% | 1.69 | 3.20 | 7.26 | TRIBUTARY I |
| C-5 | 13.12 | 70% | 4.09 | 7.83 | 19.54 | POND C-2 |
| C-6 | 1.79 | 75% | 1.20 | 2.26 | 5.11 | POND C-2 |
| D-1 | 17.48 | 70% | 12.01 | 23.25 | 54.06 | POND C-2 |
| D-2 | 4.96 | 2% | 0.05 | 1.43 | 7.19 | OFFSITE |
| D-3 | 11.26 | 70% | 7.58 | 14.67 | 34.12 | POND C-2 |
| D-4 | 8.37 | 2% | 0.17 | 5.17 | 23.32 | OFFSITE |
| D-5 | 2.01 | 2% | 0.02 | 0.73 | 3.54 | TRIBUTARY I |
| E | 34.11 | 75% | 28.44 | 53.10 | 119.32 | POND E |
| F | 17.1 | 2% | 0.11 | 3.06 | 16.59 | TRIBUTARY I |
| OS-1 | 77.43 | 9% | 2.81 | 21.66 | 99.62 | TRIBUTARY I |
| OS-2 | 32.32 | 6% | 0.71 | 7.20 | 40.72 | TRIBUTARY I |
| OS-3 | 19.51 | 5% | 0.01 | 0.32 | 1.56 | TRIBUTARY I |

**Goodhue Ditch**

The Goodhue Ditch traverses the far northeast corner of the Site and is owned by the Ditch Company. The Goodhue Ditch contains a defined bed and bank with fringe wetlands along portions of the banks. The Goodhue Ditch is shown on the U.S. Geological Survey (USGS) Louisville topographic quadrangle and on the National Hydrography Dataset (NHD) as a canal/ditch and intermittent stream.

A crossing of the Goodhue Ditch by Campus Drive is planned, subject to Ditch Company's approval, with the proposed development. The Ditch will continue to outfall per historic conditions at the existing location on northeast property boundary. The Ditch Company has been contacted regarding the requirements of the proposed Goodhue Ditch revisions. The proposed Goodhue Ditch crossing has been designed

**Summary of Unit Hydrograph Parameters Used By Program and Calculated Results (Version 2.0.1)**

**2-year**

| | | Unit Hydrograph Parameters and Results | | | | | | | | | Excess Precip. | | Storm Hydrograph | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Catchment Name/ID | User Comment for Catchment | CT | Cp | W50 (min.) | W50 Before Peak | W75 (min.) | W75 Before Peak | Time to Peak (min.) | Peak (cfs) | Volume (c.f) | Excess (inches) | Excess (c.f.) | Time to Peak (min.) | Peak Flow (cfs) | Total Volume (c.f.) | Runoff per Unit Area (cfs/acre) |
| A-1 | | 0.158 | 0.132 | 58.7 | 7.47 | 30.5 | 5.28 | 12.4 | 30 | 137,904 | 0.01 | 1,207 | 45.0 | 0.24 | 1,207 | 0.01 |
| A-2-1 | | 0.158 | 0.105 | 59.0 | 6.25 | 30.7 | 4.42 | 10.4 | 18 | 82,292 | 0.01 | 720 | 45.0 | 0.14 | 720 | 0.01 |
| A-2-2 | | 0.076 | 0.150 | 16.0 | 3.35 | 8.3 | 2.37 | 5.6 | 73 | 90,823 | 0.65 | 59,164 | 30.0 | 21.67 | 58,643 | 0.87 |
| A-3 | | 0.079 | 0.028 | 37.6 | 2.30 | 19.6 | 1.62 | 3.8 | 1 | 2,251 | 0.57 | 1,277 | 35.0 | 0.24 | 1,254 | 0.39 |
| A-3-1 | | 0.079 | 0.020 | 32.5 | 2.00 | 16.9 | 1.42 | 3.3 | 0 | 1,125 | 0.57 | 638 | 35.0 | 0.14 | 622 | 0.44 |
| A-3-2 | | 0.079 | 0.020 | 32.5 | 2.00 | 16.9 | 1.42 | 3.3 | 0 | 1,125 | 0.57 | 638 | 35.0 | 0.14 | 622 | 0.44 |
| B-1 | | 0.076 | 0.253 | 11.4 | 3.71 | 5.9 | 2.62 | 6.2 | 327 | 288,440 | 0.65 | 187,896 | 30.0 | 82.92 | 184,365 | 1.04 |
| B-2 | | 0.076 | 0.164 | 9.9 | 2.74 | 5.1 | 1.94 | 4.6 | 144 | 110,243 | 0.65 | 71,815 | 30.0 | 33.22 | 69,136 | 1.09 |
| C-1 | | 0.077 | 0.208 | 14.8 | 3.86 | 7.7 | 2.73 | 6.4 | 169 | 193,152 | 0.61 | 117,656 | 30.0 | 45.87 | 116,835 | 0.86 |
| C-2 | | 0.077 | 0.133 | 7.6 | 2.28 | 4.0 | 1.61 | 3.8 | 121 | 71,257 | 0.61 | 43,405 | 25.0 | 22.10 | 40,142 | 1.13 |
| C-3 | | 0.078 | 0.115 | 46.2 | 5.58 | 24.0 | 3.94 | 9.3 | 15 | 52,199 | 0.59 | 30,920 | 40.0 | 5.26 | 30,882 | 0.37 |
| C-3-1 | | 0.077 | 0.041 | 27.8 | 2.37 | 14.4 | 1.67 | 3.9 | 2 | 5,118 | 0.61 | 3,118 | 35.0 | 0.74 | 3,045 | 0.53 |
| C-3-2 | | 0.077 | 0.038 | 39.0 | 2.63 | 20.3 | 1.86 | 4.4 | 1 | 4,356 | 0.61 | 2,653 | 35.0 | 0.50 | 2,620 | 0.41 |
| C-3-3 | | 0.079 | 0.025 | 27.6 | 2.03 | 14.3 | 1.43 | 3.4 | 1 | 1,779 | 0.57 | 1,009 | 35.0 | 0.24 | 979 | 0.49 |
| C-3-4 | | 0.079 | 0.023 | 28.9 | 2.01 | 15.0 | 1.42 | 3.4 | 1 | 1,525 | 0.57 | 865 | 35.0 | 0.20 | 840 | 0.47 |
| C-3-5 | | 0.077 | 0.032 | 13.8 | 1.84 | 7.2 | 1.30 | 3.1 | 3 | 2,977 | 0.61 | 1,813 | 30.0 | 0.67 | 1,688 | 0.82 |
| C-3-6 | | 0.077 | 0.030 | 21.4 | 1.99 | 11.1 | 1.41 | 3.3 | 2 | 2,577 | 0.61 | 1,570 | 30.0 | 0.45 | 1,510 | 0.64 |
| C-3-7 | | 0.077 | 0.034 | 19.0 | 2.00 | 9.9 | 1.41 | 3.3 | 2 | 3,449 | 0.61 | 2,101 | 30.0 | 0.65 | 2,010 | 0.69 |
| C-3-8 | | 0.077 | 0.035 | 21.8 | 2.08 | 11.3 | 1.47 | 3.5 | 2 | 3,557 | 0.61 | 2,167 | 30.0 | 0.61 | 2,090 | 0.63 |
| C-3-9 | | 0.079 | 0.028 | 55.5 | 2.70 | 28.8 | 1.91 | 4.5 | 1 | 2,360 | 0.57 | 1,338 | 40.0 | 0.19 | 1,327 | 0.30 |
| C-3-10 | | 0.079 | 0.028 | 54.3 | 2.67 | 28.3 | 1.89 | 4.4 | 1 | 2,323 | 0.57 | 1,318 | 40.0 | 0.19 | 1,306 | 0.30 |
| C-3-11 | | 0.077 | 0.026 | 32.0 | 2.14 | 16.7 | 1.51 | 3.6 | 1 | 1,888 | 0.61 | 1,150 | 35.0 | 0.25 | 1,123 | 0.47 |
| C-3-12 | | 0.077 | 0.027 | 31.1 | 2.14 | 16.2 | 1.51 | 3.6 | 1 | 1,997 | 0.61 | 1,216 | 35.0 | 0.27 | 1,187 | 0.48 |
| C-3-13 | | 0.077 | 0.033 | 27.5 | 2.20 | 14.3 | 1.55 | 3.7 | 2 | 3,231 | 0.61 | 1,968 | 35.0 | 0.47 | 1,915 | 0.53 |
| C-3-14 | | 0.077 | 0.047 | 38.0 | 2.88 | 19.7 | 2.03 | 4.8 | 2 | 7,151 | 0.61 | 4,356 | 35.0 | 0.84 | 4,313 | 0.42 |
| C-3-15 | | 0.077 | 0.048 | 38.5 | 2.92 | 20.0 | 2.06 | 4.9 | 2 | 7,333 | 0.61 | 4,467 | 35.0 | 0.85 | 4,426 | 0.42 |
| C-3-16 | | 0.096 | 0.010 | 17.1 | 1.64 | 8.9 | 1.16 | 2.7 | 0 | 581 | 0.25 | 146 | 30.0 | 0.05 | 137 | 0.32 |
| C-4 | | 0.079 | 0.054 | 20.9 | 2.37 | 10.9 | 1.68 | 4.0 | 6 | 10,091 | 0.57 | 5,725 | 30.0 | 1.69 | 5,555 | 0.61 |
| C-4-1 | | 0.079 | 0.037 | 26.8 | 2.26 | 14.0 | 1.59 | 3.8 | 2 | 4,211 | 0.57 | 2,389 | 30.0 | 0.58 | 2,327 | 0.50 |
| C-4-2 | | 0.079 | 0.043 | 26.8 | 2.37 | 13.9 | 1.68 | 4.0 | 3 | 5,881 | 0.57 | 3,336 | 30.0 | 0.82 | 3,258 | 0.50 |
| C-5 | | 0.081 | 0.107 | 48.6 | 5.49 | 25.3 | 3.88 | 9.1 | 13 | 47,626 | 0.53 | 25,044 | 40.0 | 4.10 | 25,016 | 0.31 |
| C-5-1 | | 0.098 | 0.035 | 75.3 | 3.51 | 39.2 | 2.48 | 5.9 | 2 | 9,075 | 0.23 | 2,129 | 45.0 | 0.26 | 2,125 | 0.10 |
| C-5-2 | | 0.094 | 0.036 | 71.7 | 3.49 | 37.3 | 2.47 | 5.8 | 1 | 7,986 | 0.28 | 2,237 | 45.0 | 0.27 | 2,233 | 0.12 |
| C-5-3 | | 0.079 | 0.033 | 52.4 | 2.82 | 27.3 | 1.99 | 4.7 | 1 | 3,267 | 0.57 | 1,853 | 40.0 | 0.28 | 1,838 | 0.31 |
| C-5-4 | | 0.079 | 0.033 | 52.7 | 2.81 | 27.4 | 1.99 | 4.7 | 1 | 3,231 | 0.57 | 1,833 | 40.0 | 0.28 | 1,818 | 0.31 |
| C-5-5 | | 0.079 | 0.027 | 32.9 | 2.19 | 17.1 | 1.55 | 3.6 | 1 | 2,178 | 0.57 | 1,236 | 35.0 | 0.26 | 1,207 | 0.43 |
| C-5-6 | | 0.079 | 0.027 | 32.9 | 2.19 | 17.1 | 1.55 | 3.6 | 1 | 2,178 | 0.57 | 1,236 | 35.0 | 0.26 | 1,207 | 0.43 |
| C-5-7 | | 0.079 | 0.032 | 53.4 | 2.81 | 27.8 | 1.98 | 4.7 | 1 | 3,086 | 0.57 | 1,750 | 40.0 | 0.26 | 1,736 | 0.31 |
| C-5-8 | | 0.079 | 0.032 | 52.3 | 2.76 | 27.2 | 1.95 | 4.6 | 1 | 3,013 | 0.57 | 1,709 | 40.0 | 0.26 | 1,695 | 0.31 |
| C-5-9 | | 0.079 | 0.022 | 7.3 | 1.62 | 3.8 | 1.15 | 2.7 | 2 | 1,343 | 0.57 | 762 | 25.0 | 0.36 | 644 | 0.96 |
| C-5-10 | | 0.079 | 0.029 | 36.6 | 2.33 | 19.0 | 1.64 | 3.9 | 1 | 2,577 | 0.57 | 1,462 | 35.0 | 0.29 | 1,436 | 0.40 |
| C-5-11 | | 0.079 | 0.029 | 36.6 | 2.33 | 19.1 | 1.64 | 3.9 | 1 | 2,577 | 0.57 | 1,462 | 35.0 | 0.29 | 1,436 | 0.40 |
| C-5-12 | | 0.077 | 0.035 | 25.0 | 2.17 | 13.0 | 1.53 | 3.6 | 2 | 3,630 | 0.61 | 2,211 | 30.0 | 0.57 | 2,141 | 0.57 |
| C-5-13 | | 0.077 | 0.034 | 30.5 | 2.30 | 15.8 | 1.63 | 3.8 | 1 | 3,485 | 0.61 | 2,123 | 35.0 | 0.47 | 2,075 | 0.49 |
| C-6 | | 0.079 | 0.045 | 17.9 | 2.11 | 9.3 | 1.49 | 3.5 | 5 | 6,498 | 0.57 | 3,686 | 30.0 | 1.20 | 3,525 | 0.67 |
| C-6-1 | | 0.079 | 0.027 | 25.7 | 2.04 | 13.3 | 1.44 | 3.4 | 1 | 2,214 | 0.57 | 1,256 | 30.0 | 0.31 | 1,215 | 0.52 |
| C-6-2 | | 0.079 | 0.031 | 25.7 | 2.12 | 13.4 | 1.50 | 3.5 | 1 | 2,940 | 0.57 | 1,668 | 30.0 | 0.42 | 1,617 | 0.52 |
| C-6-3 | | 0.079 | 0.022 | 12.1 | 1.70 | 6.3 | 1.20 | 2.8 | 1 | 1,343 | 0.57 | 762 | 30.0 | 0.30 | 701 | 0.82 |
| D-1 | | 0.081 | 0.122 | 16.4 | 3.03 | 8.5 | 2.14 | 5.1 | 50 | 63,452 | 0.53 | 33,366 | 30.0 | 12.02 | 32,860 | 0.69 |
| D-2 | | 0.158 | 0.053 | 33.2 | 2.85 | 17.3 | 2.02 | 4.8 | 7 | 18,005 | 0.01 | 155 | 35.0 | 0.05 | 153 | 0.01 |
| D-3 | | 0.081 | 0.100 | 16.6 | 2.78 | 8.7 | 1.96 | 4.6 | 32 | 40,874 | 0.53 | 21,493 | 30.0 | 7.58 | 20,990 | 0.67 |
| D-4 | | 0.158 | 0.067 | 12.2 | 2.13 | 6.3 | 1.50 | 3.5 | 32 | 30,383 | 0.01 | 266 | 30.0 | 0.17 | 249 | 0.02 |
| D-5 | | 0.158 | 0.035 | 24.3 | 2.16 | 12.7 | 1.53 | 3.6 | 4 | 7,296 | 0.01 | 63 | 35.0 | 0.02 | 61 | 0.01 |
| E | | 0.079 | 0.168 | 13.1 | 3.19 | 6.8 | 2.26 | 5.3 | 122 | 123,819 | 0.57 | 70,240 | 30.0 | 28.44 | 68,353 | 0.83 |
| F | | 0.158 | 0.092 | 58.6 | 5.66 | 30.4 | 4.00 | 9.4 | 14 | 62,073 | 0.01 | 543 | 40.0 | 0.11 | 543 | 0.01 |
| OS-1 | | 0.139 | 0.162 | 43.4 | 6.91 | 22.6 | 4.88 | 11.5 | 84 | 281,071 | 0.04 | 11,546 | 40.0 | 2.81 | 11,545 | 0.04 |
| OS-2 | | 0.148 | 0.116 | 41.0 | 5.15 | 21.3 | 3.64 | 8.6 | 37 | 117,322 | 0.02 | 2,732 | 40.0 | 0.71 | 2,727 | 0.02 |
| OS-3 | | 0.151 | 0.094 | 39.1 | 4.32 | 20.3 | 3.05 | 7.2 | 23 | 70,821 | 0.02 | 1,317 | 40.0 | 0.36 | 1,314 | 0.02 |
| EX-X | | 0.158 | 0.024 | 22.0 | 1.90 | 11.5 | 1.34 | 3.2 | 2 | 3,013 | 0.01 | 26 | 35.0 | 0.01 | 25 | 0.01 |
| OS-4-1 | | 0.076 | 0.043 | 36.1 | 2.68 | 18.8 | 1.89 | 4.5 | 2 | 5,481 | 0.65 | 3,583 | 35.0 | 0.71 | 3,536 | 0.47 |
| OS-4-2 | | 0.075 | 0.045 | 35.3 | 2.71 | 18.4 | 1.92 | 4.5 | 2 | 6,026 | 0.67 | 4,062 | 35.0 | 0.82 | 4,009 | 0.49 |
| OS-7-1 | | 0.073 | 0.027 | 42.0 | 2.38 | 21.8 | 1.68 | 4.0 | 1 | 1,924 | 0.79 | 1,513 | 40.0 | 0.26 | 1,490 | 0.50 |
| OS-7-2 | | 0.073 | 0.027 | 42.6 | 2.38 | 22.2 | 1.68 | 4.0 | 1 | 1,851 | 0.79 | 1,456 | 40.0 | 0.25 | 1,434 | 0.49 |
| OS-7-3 | | 0.073 | 0.028 | 45.2 | 2.46 | 23.5 | 1.74 | 4.1 | 1 | 1,997 | 0.79 | 1,570 | 40.0 | 0.26 | 1,550 | 0.47 |
| OS-7-4 | | 0.073 | 0.028 | 44.8 | 2.46 | 23.3 | 1.74 | 4.1 | 1 | 2,033 | 0.79 | 1,599 | 40.0 | 0.27 | 1,578 | 0.47 |

**Summary of Unit Hydrograph Parameters Used By Program and Calculated Results (Version 2.0.1)**

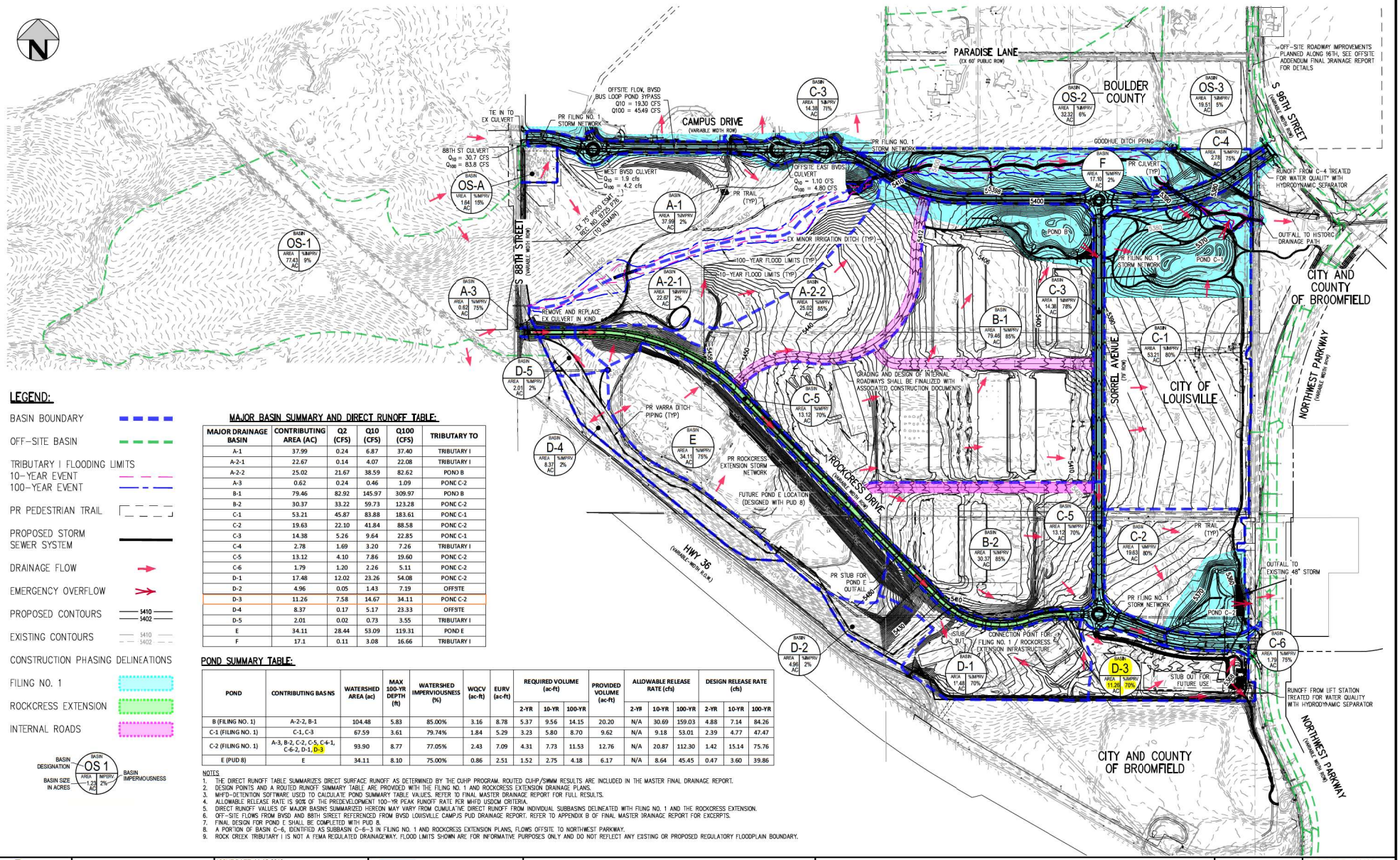
**10-year**

| | | Unit Hydrograph Parameters and Results | | | | | | | | | Excess Precip. | | Storm Hydrograph | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Catchment Name/ID | User Comment for Catchment | CT | Cp | W50 (min.) | W50 Before Peak | W75 (min.) | W75 Before Peak | Time to Peak (min.) | Peak (cfs) | Volume (c.f) | Excess (inches) | Excess (c.f.) | Time to Peak (min.) | Peak Flow (cfs) | Total Volume (c.f.) | Runoff per Unit Area (cfs/acre) |
| A-1 | | 0.157 | 0.132 | 58.7 | 7.44 | 30.5 | 5.26 | 12.4 | 30 | 137,904 | 0.25 | 34,689 | 45.0 | 6.87 | 34,688 | 0.18 |
| A-2-1 | | 0.157 | 0.104 | 59.0 | 6.23 | 30.7 | 4.40 | 10.4 | 18 | 82,292 | 0.25 | 20,700 | 45.0 | 4.07 | 20,706 | 0.18 |
| A-2-2 | | 0.076 | 0.151 | 16.0 | 3.35 | 8.3 | 2.37 | 5.6 | 73 | 90,823 | 1.21 | 109,722 | 30.0 | 38.59 | 108,735 | 1.54 |
| A-3 | | 0.079 | 0.028 | 37.5 | 2.30 | 19.5 | 1.62 | 3.8 | 1 | 2,251 | 1.09 | 2,451 | 35.0 | 0.46 | 2,407 | 0.74 |
| A-3-1 | | 0.079 | 0.020 | 32.3 | 2.00 | 16.8 | 1.42 | 3.3 | 0 | 1,125 | 1.09 | 1,226 | 35.0 | 0.25 | 1,194 | 0.82 |
| A-3-2 | | 0.079 | 0.020 | 32.3 | 2.00 | 16.8 | 1.42 | 3.3 | 0 | 1,125 | 1.09 | 1,226 | 35.0 | 0.25 | 1,194 | 0.82 |
| B-1 | | 0.076 | 0.253 | 11.3 | 3.71 | 5.9 | 2.62 | 6.2 | 328 | 288,440 | 1.21 | 348,461 | 30.0 | 145.97 | 341,983 | 1.84 |
| B-2 | | 0.076 | 0.164 | 9.8 | 2.74 | 5.1 | 1.94 | 4.6 | 145 | 110,243 | 1.21 | 133,184 | 25.0 | 59.73 | 128,168 | 1.97 |
| C-1 | | 0.077 | 0.209 | 14.7 | 3.86 | 7.6 | 2.73 | 6.4 | 170 | 193,152 | 1.15 | 221,852 | 30.0 | 83.88 | 220,188 | 1.58 |
| C-2 | | 0.077 | 0.133 | 7.6 | 2.28 | 3.9 | 1.61 | 3.8 | 121 | 71,257 | 1.15 | 81,845 | 25.0 | 41.84 | 75,660 | 2.13 |
| C-3 | | 0.078 | 0.115 | 46.0 | 5.57 | 23.9 | 3.94 | 9.3 | 15 | 52,199 | 1.12 | 58,714 | 40.0 | 9.64 | 58,642 | 0.67 |
| C-3-1 | | 0.077 | 0.041 | 27.7 | 2.37 | 14.4 | 1.67 | 3.9 | 2 | 5,118 | 1.15 | 5,879 | 30.0 | 1.37 | 5,740 | 0.97 |
| C-3-2 | | 0.077 | 0.038 | 38.9 | 2.63 | 20.2 | 1.86 | 4.4 | 1 | 4,356 | 1.15 | 5,003 | 35.0 | 0.91 | 4,940 | 0.76 |
| C-3-3 | | 0.079 | 0.025 | 27.4 | 2.02 | 14.3 | 1.43 | 3.4 | 1 | 1,779 | 1.09 | 1,937 | 30.0 | 0.45 | 1,879 | 0.93 |
| C-3-4 | | 0.079 | 0.023 | 28.8 | 2.01 | 15.0 | 1.42 | 3.4 | 1 | 1,525 | 1.09 | 1,661 | 30.0 | 0.37 | 1,612 | 0.89 |
| C-3-5 | | 0.077 | 0.032 | 13.7 | 1.84 | 7.1 | 1.30 | 3.1 | 3 | 2,977 | 1.15 | 3,419 | 30.0 | 1.22 | 3,182 | 1.49 |
| C-3-6 | | 0.077 | 0.030 | 21.3 | 1.99 | 11.1 | 1.41 | 3.3 | 2 | 2,577 | 1.15 | 2,960 | 30.0 | 0.83 | 2,846 | 1.17 |
| C-3-7 | | 0.077 | 0.034 | 19.0 | 2.00 | 9.9 | 1.41 | 3.3 | 2 | 3,449 | 1.15 | 3,961 | 30.0 | 1.20 | 3,788 | 1.26 |
| C-3-8 | | 0.077 | 0.035 | 21.7 | 2.08 | 11.3 | 1.47 | 3.5 | 2 | 3,557 | 1.15 | 4,086 | 30.0 | 1.13 | 3,940 | 1.15 |
| C-3-9 | | 0.079 | 0.028 | 55.2 | 2.70 | 28.7 | 1.91 | 4.5 | 1 | 2,360 | 1.09 | 2,570 | 40.0 | 0.36 | 2,548 | 0.55 |
| C-3-10 | | 0.079 | 0.028 | 54.1 | 2.67 | 28.1 | 1.88 | 4.4 | 1 | 2,323 | 1.09 | 2,530 | 40.0 | 0.36 | 2,507 | 0.56 |
| C-3-11 | | 0.077 | 0.026 | 31.9 | 2.14 | 16.6 | 1.51 | 3.6 | 1 | 1,888 | 1.15 | 2,168 | 35.0 | 0.45 | 2,116 | 0.87 |
| C-3-12 | | 0.077 | 0.027 | 31.0 | 2.14 | 16.1 | 1.51 | 3.6 | 1 | 1,997 | 1.15 | 2,293 | 35.0 | 0.49 | 2,237 | 0.88 |
| C-3-13 | | 0.077 | 0.033 | 27.4 | 2.20 | 14.3 | 1.55 | 3.7 | 2 | 3,231 | 1.15 | 3,711 | 30.0 | 0.86 | 3,612 | 0.97 |
| C-3-14 | | 0.077 | 0.047 | 37.8 | 2.88 | 19.7 | 2.03 | 4.8 | 2 | 7,151 | 1.15 | 8,214 | 35.0 | 1.53 | 8,133 | 0.78 |
| C-3-15 | | 0.077 | 0.048 | 38.4 | 2.91 | 20.0 | 2.06 | 4.9 | 2 | 7,333 | 1.15 | 8,422 | 35.0 | 1.55 | 8,345 | 0.77 |
| C-3-16 | | 0.096 | 0.011 | 16.6 | 1.64 | 8.6 | 1.16 | 2.7 | 0 | 581 | 0.64 | 374 | 30.0 | 0.14 | 350 | 0.87 |
| C-4 | | 0.079 | 0.054 | 20.8 | 2.37 | 10.8 | 1.67 | 4.0 | 6 | 10,091 | 1.09 | 10,992 | 30.0 | 3.20 | 10,665 | 1.15 |
| C-4-1 | | 0.079 | 0.037 | 26.7 | 2.25 | 13.9 | 1.59 | 3.8 | 2 | 4,211 | 1.09 | 4,586 | 30.0 | 1.10 | 4,467 | 0.95 |
| C-4-2 | | 0.079 | 0.043 | 26.6 | 2.37 | 13.8 | 1.68 | 4.0 | 3 | 5,881 | 1.09 | 6,405 | 30.0 | 1.55 | 6,254 | 0.96 |
| C-5 | | 0.081 | 0.107 | 48.3 | 5.48 | 25.1 | 3.87 | 9.1 | 13 | 47,626 | 1.03 | 49,077 | 40.0 | 7.86 | 49,018 | 0.60 |
| C-5-1 | | 0.097 | 0.036 | 73.1 | 3.49 | 38.0 | 2.47 | 5.8 | 2 | 9,075 | 0.62 | 5,625 | 45.0 | 0.71 | 5,614 | 0.28 |
| C-5-2 | | 0.094 | 0.037 | 70.3 | 3.48 | 36.5 | 2.46 | 5.8 | 1 | 7,986 | 0.68 | 5,420 | 45.0 | 0.69 | 5,408 | 0.31 |
| C-5-3 | | 0.079 | 0.033 | 52.2 | 2.81 | 27.1 | 1.99 | 4.7 | 1 | 3,267 | 1.09 | 3,558 | 40.0 | 0.52 | 3,530 | 0.58 |
| C-5-4 | | 0.079 | 0.033 | 52.4 | 2.81 | 27.2 | 1.99 | 4.7 | 1 | 3,231 | 1.09 | 3,519 | 40.0 | 0.51 | 3,491 | 0.58 |
| C-5-5 | | 0.079 | 0.027 | 32.8 | 2.19 | 17.0 | 1.55 | 3.6 | 1 | 2,178 | 1.09 | 2,372 | 35.0 | 0.49 | 2,317 | 0.81 |
| C-5-6 | | 0.079 | 0.027 | 32.8 | 2.19 | 17.0 | 1.55 | 3.6 | 1 | 2,178 | 1.09 | 2,372 | 35.0 | 0.49 | 2,317 | 0.81 |
| C-5-7 | | 0.079 | 0.032 | 53.2 | 2.80 | 27.6 | 1.98 | 4.7 | 1 | 3,086 | 1.09 | 3,361 | 40.0 | 0.48 | 3,334 | 0.57 |
| C-5-8 | | 0.079 | 0.032 | 52.0 | 2.76 | 27.0 | 1.95 | 4.6 | 1 | 3,013 | 1.09 | 3,282 | 40.0 | 0.48 | 3,254 | 0.58 |
| C-5-9 | | 0.079 | 0.022 | 7.2 | 1.62 | 3.8 | 1.15 | 2.7 | 2 | 1,343 | 1.09 | 1,463 | 25.0 | 0.69 | 1,235 | 1.86 |
| C-5-10 | | 0.079 | 0.029 | 36.4 | 2.32 | 18.9 | 1.64 | 3.9 | 1 | 2,577 | 1.09 | 2,807 | 35.0 | 0.54 | 2,756 | 0.76 |
| C-5-11 | | 0.079 | 0.029 | 36.5 | 2.32 | 19.0 | 1.64 | 3.9 | 1 | 2,577 | 1.09 | 2,807 | 35.0 | 0.54 | 2,756 | 0.76 |
| C-5-12 | | 0.077 | 0.035 | 24.9 | 2.17 | 12.9 | 1.53 | 3.6 | 2 | 3,630 | 1.15 | 4,169 | 30.0 | 1.04 | 4,037 | 1.04 |
| C-5-13 | | 0.077 | 0.034 | 30.3 | 2.30 | 15.8 | 1.62 | 3.8 | 1 | 3,485 | 1.15 | 4,003 | 35.0 | 0.86 | 3,913 | 0.90 |
| C-6 | | 0.079 | 0.045 | 17.8 | 2.11 | 9.3 | 1.49 | 3.5 | 5 | 6,498 | 1.09 | 7,077 | 30.0 | 2.26 | 6,766 | 1.26 |
| C-6-1 | | 0.079 | 0.027 | 25.5 | 2.04 | 13.3 | 1.44 | 3.4 | 1 | 2,214 | 1.09 | 2,412 | 30.0 | 0.60 | 2,331 | 0.98 |
| C-6-2 | | 0.079 | 0.031 | 25.6 | 2.11 | 13.3 | 1.49 | 3.5 | 1 | 2,940 | 1.09 | 3,203 | 30.0 | 0.79 | 3,103 | 0.98 |
| C-6-3 | | 0.079 | 0.022 | 12.0 | 1.70 | 6.2 | 1.20 | 2.8 | 1 | 1,343 | 1.09 | 1,463 | 30.0 | 0.56 | 1,345 | 1.53 |
| D-1 | | 0.081 | 0.122 | 16.3 | 3.03 | 8.5 | 2.14 | 5.0 | 50 | 63,452 | 1.03 | 65,386 | 30.0 | 23.26 | 64,377 | 1.33 |
| D-2 | | 0.157 | 0.053 | 33.2 | 2.85 | 17.3 | 2.01 | 4.7 | 7 | 18,005 | 0.25 | 4,529 | 35.0 | 1.43 | 4,470 | 0.29 |
| D-3 | | 0.081 | 0.100 | 16.5 | 2.77 | 8.6 | 1.96 | 4.6 | 32 | 40,874 | 1.03 | 42,119 | 30.0 | 14.67 | 41,127 | 1.30 |
| D-4 | | 0.157 | 0.067 | 12.2 | 2.12 | 6.3 | 1.50 | 3.5 | 32 | 30,383 | 0.25 | 7,643 | 30.0 | 5.17 | 7,166 | 0.62 |
| D-5 | | 0.157 | 0.035 | 24.3 | 2.16 | 12.7 | 1.52 | 3.6 | 4 | 7,296 | 0.25 | 1,835 | 35.0 | 0.73 | 1,776 | 0.36 |
| E | | 0.079 | 0.168 | 13.1 | 3.19 | 6.8 | 2.25 | 5.3 | 122 | 123,819 | 1.09 | 134,864 | 30.0 | 53.09 | 131,229 | 1.56 |
| F | | 0.157 | 0.092 | 58.5 | 5.64 | 30.4 | 3.98 | 9.4 | 14 | 62,073 | 0.25 | 15,614 | 45.0 | 3.08 | 15,605 | 0.18 |
| OS-1 | | 0.136 | 0.159 | 43.3 | 6.79 | 22.5 | 4.80 | 11.3 | 84 | 281,071 | 0.32 | 90,162 | 40.0 | 21.66 | 90,172 | 0.28 |
| OS-2 | | 0.146 | 0.114 | 41.0 | 5.09 | 21.3 | 3.60 | 8.5 | 37 | 117,322 | 0.24 | 28,432 | 40.0 | 7.20 | 28,377 | 0.22 |
| OS-3 | | 0.149 | 0.093 | 39.0 | 4.28 | 20.3 | 3.03 | 7.1 | 23 | 70,821 | 0.23 | 16,338 | 40.0 | 4.36 | 16,298 | 0.22 |
| EX-X | | 0.157 | 0.024 | 22.0 | 1.90 | 11.5 | 1.34 | 3.2 | 2 | 3,013 | 0.25 | 758 | 35.0 | 0.32 | 728 | 0.39 |
| OS-4-1 | | 0.076 | 0.043 | 36.0 | 2.68 | 18.7 | 1.89 | 4.5 | 2 | 5,481 | 1.21 | 6,619 | 35.0 | 1.26 | 6,532 | 0.83 |
| OS-4-2 | | 0.075 | 0.045 | 35.3 | 2.71 | 18.3 | 1.92 | 4.5 | 2 | 6,026 | 1.24 | 7,451 | 35.0 | 1.43 | 7,354 | 0.86 |
| OS-7-1 | | 0.073 | 0.027 | 42.0 | 2.38 | 21.8 | 1.68 | 4.0 | 1 | 1,924 | 1.39 | 2,672 | 35.0 | 0.44 | 2,631 | 0.83 |
| OS-7-2 | | 0.073 | 0.027 | 42.6 | 2.38 | 22.2 | 1.68 | 4.0 | 1 | 1,851 | 1.39 | 2,571 | 35.0 | 0.42 | 2,532 | 0.82 |
| OS-7-3 | | 0.073 | 0.028 | 45.2 | 2.46 | 23.5 | 1.74 | 4.1 | 1 | 1,997 | 1.39 | 2,773 | 35.0 | 0.43 | 2,736 | 0.78 |
| OS-7-4 | | 0.073 | 0.028 | 44.8 | 2.46 | 23.3 | 1.74 | 4.1 | 1 | 2,033 | 1.39 | 2,823 | 35.0 | 0.44 | 2,786 | 0.79 |

**Summary of Unit Hydrograph Parameters Used By Program and Calculated Results (Version 2.0.1)**

**100-year**

| | | Unit Hydrograph Parameters and Results | | | | | | | | | Excess Precip. | | Storm Hydrograph | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Catchment Name/ID | User Comment for Catchment | CT | Cp | W50 (min.) | W50 Before Peak | W75 (min.) | W75 Before Peak | Time to Peak (min.) | Peak (cfs) | Volume (c.f) | Excess (inches) | Excess (c.f.) | Time to Peak (min.) | Peak Flow (cfs) | Total Volume (c.f.) | Runoff per Unit Area (cfs/acre) |
| A-1 | | 0.156 | 0.131 | 58.7 | 7.42 | 30.5 | 5.24 | 12.4 | 30 | 137,904 | 1.52 | 208,970 | 55.0 | 37.40 | 208,965 | 0.98 |
| A-2-1 | | 0.156 | 0.104 | 59.0 | 6.21 | 30.7 | 4.39 | 10.4 | 18 | 82,292 | 1.52 | 124,700 | 55.0 | 22.08 | 124,736 | 0.97 |
| A-2-2 | | 0.076 | 0.151 | 16.0 | 3.35 | 8.3 | 2.36 | 5.6 | 74 | 90,823 | 2.47 | 224,472 | 35.0 | 82.62 | 222,420 | 3.30 |
| A-3 | | 0.079 | 0.028 | 37.3 | 2.30 | 19.4 | 1.62 | 3.8 | 1 | 2,251 | 2.35 | 5,296 | 45.0 | 1.09 | 5,201 | 1.76 |
| A-3-1 | | 0.079 | 0.020 | 32.2 | 2.00 | 16.8 | 1.42 | 3.3 | 0 | 1,125 | 2.35 | 2,648 | 40.0 | 0.60 | 2,579 | 1.93 |
| A-3-2 | | 0.079 | 0.020 | 32.2 | 2.00 | 16.8 | 1.42 | 3.3 | 0 | 1,125 | 2.35 | 2,648 | 40.0 | 0.60 | 2,579 | 1.93 |
| B-1 | | 0.076 | 0.253 | 11.3 | 3.70 | 5.9 | 2.62 | 6.2 | 329 | 288,440 | 2.47 | 712,892 | 35.0 | 309.97 | 699,737 | 3.90 |
| B-2 | | 0.076 | 0.164 | 9.8 | 2.74 | 5.1 | 1.94 | 4.6 | 145 | 110,243 | 2.47 | 272,471 | 30.0 | 123.28 | 262,135 | 4.06 |
| C-1 | | 0.077 | 0.209 | 14.7 | 3.85 | 7.6 | 2.72 | 6.4 | 170 | 193,152 | 2.41 | 465,944 | 35.0 | 183.61 | 462,292 | 3.45 |
| C-2 | | 0.077 | 0.133 | 7.6 | 2.28 | 3.9 | 1.61 | 3.8 | 121 | 71,257 | 2.41 | 171,894 | 30.0 | 88.58 | 158,851 | 4.51 |
| C-3 | | 0.078 | 0.115 | 45.9 | 5.56 | 23.9 | 3.93 | 9.3 | 15 | 52,199 | 2.39 | 124,685 | 50.0 | 22.85 | 124,539 | 1.59 |
| C-3-1 | | 0.077 | 0.041 | 27.6 | 2.36 | 14.3 | 1.67 | 3.9 | 2 | 5,118 | 2.41 | 12,347 | 40.0 | 3.10 | 12,057 | 2.20 |
| C-3-2 | | 0.077 | 0.038 | 38.8 | 2.63 | 20.2 | 1.86 | 4.4 | 1 | 4,356 | 2.41 | 10,508 | 45.0 | 2.11 | 10,374 | 1.76 |
| C-3-3 | | 0.079 | 0.025 | 27.3 | 2.02 | 14.2 | 1.43 | 3.4 | 1 | 1,779 | 2.35 | 4,186 | 40.0 | 1.05 | 4,059 | 2.15 |
| C-3-4 | | 0.079 | 0.023 | 28.7 | 2.01 | 14.9 | 1.42 | 3.4 | 1 | 1,525 | 2.35 | 3,588 | 40.0 | 0.88 | 3,483 | 2.09 |
| C-3-5 | | 0.077 | 0.032 | 13.7 | 1.84 | 7.1 | 1.30 | 3.1 | 3 | 2,977 | 2.41 | 7,180 | 35.0 | 2.68 | 6,683 | 3.27 |
| C-3-6 | | 0.077 | 0.030 | 21.2 | 1.99 | 11.0 | 1.40 | 3.3 | 2 | 2,577 | 2.41 | 6,217 | 35.0 | 1.83 | 5,976 | 2.58 |
| C-3-7 | | 0.077 | 0.034 | 18.9 | 2.00 | 9.8 | 1.41 | 3.3 | 2 | 3,449 | 2.41 | 8,319 | 35.0 | 2.64 | 7,955 | 2.78 |
| C-3-8 | | 0.077 | 0.035 | 21.7 | 2.08 | 11.3 | 1.47 | 3.5 | 2 | 3,557 | 2.41 | 8,582 | 35.0 | 2.50 | 8,275 | 2.55 |
| C-3-9 | | 0.079 | 0.028 | 55.0 | 2.70 | 28.6 | 1.91 | 4.5 | 1 | 2,360 | 2.35 | 5,552 | 50.0 | 0.88 | 5,506 | 1.35 |
| C-3-10 | | 0.079 | 0.028 | 53.9 | 2.66 | 28.0 | 1.88 | 4.4 | 1 | 2,323 | 2.35 | 5,467 | 50.0 | 0.88 | 5,416 | 1.37 |
| C-3-11 | | 0.077 | 0.026 | 31.8 | 2.14 | 16.6 | 1.51 | 3.6 | 1 | 1,888 | 2.41 | 4,553 | 40.0 | 1.03 | 4,445 | 1.99 |
| C-3-12 | | 0.077 | 0.027 | 30.9 | 2.13 | 16.1 | 1.51 | 3.6 | 1 | 1,997 | 2.41 | 4,816 | 40.0 | 1.12 | 4,698 | 2.03 |
| C-3-13 | | 0.077 | 0.033 | 27.4 | 2.20 | 14.2 | 1.55 | 3.7 | 2 | 3,231 | 2.41 | 7,793 | 40.0 | 1.96 | 7,585 | 2.20 |
| C-3-14 | | 0.077 | 0.047 | 37.7 | 2.87 | 19.6 | 2.03 | 4.8 | 2 | 7,151 | 2.41 | 17,251 | 45.0 | 3.54 | 17,082 | 1.80 |
| C-3-15 | | 0.077 | 0.048 | 38.3 | 2.91 | 19.9 | 2.06 | 4.9 | 2 | 7,333 | 2.41 | 17,689 | 45.0 | 3.60 | 17,523 | 1.78 |
| C-3-16 | | 0.095 | 0.011 | 16.3 | 1.64 | 8.5 | 1.16 | 2.7 | 0 | 581 | 1.91 | 1,109 | 35.0 | 0.41 | 1,036 | 2.57 |
| C-4 | | 0.079 | 0.054 | 20.8 | 2.37 | 10.8 | 1.67 | 3.9 | 6 | 10,091 | 2.35 | 23,747 | 35.0 | 7.26 | 23,039 | 2.61 |
| C-4-1 | | 0.079 | 0.037 | 26.6 | 2.25 | 13.8 | 1.59 | 3.8 | 2 | 4,211 | 2.35 | 9,909 | 40.0 | 2.55 | 9,649 | 2.20 |
| C-4-2 | | 0.079 | 0.043 | 26.5 | 2.37 | 13.8 | 1.68 | 4.0 | 3 | 5,881 | 2.35 | 13,838 | 40.0 | 3.59 | 13,509 | 2.21 |
| C-5 | | 0.080 | 0.107 | 48.1 | 5.47 | 25.0 | 3.86 | 9.1 | 13 | 47,626 | 2.29 | 109,261 | 50.0 | 19.60 | 109,117 | 1.49 |
| C-5-1 | | 0.097 | 0.036 | 71.4 | 3.48 | 37.2 | 2.46 | 5.8 | 2 | 9,075 | 1.89 | 17,118 | 55.0 | 2.40 | 17,082 | 0.96 |
| C-5-2 | | 0.094 | 0.037 | 69.2 | 3.47 | 36.0 | 2.46 | 5.8 | 1 | 7,986 | 1.94 | 15,526 | 55.0 | 2.21 | 15,492 | 1.00 |
| C-5-3 | | 0.079 | 0.033 | 52.0 | 2.81 | 27.0 | 1.99 | 4.7 | 1 | 3,267 | 2.35 | 7,688 | 50.0 | 1.27 | 7,627 | 1.41 |
| C-5-4 | | 0.079 | 0.033 | 52.2 | 2.81 | 27.2 | 1.98 | 4.7 | 1 | 3,231 | 2.35 | 7,602 | 50.0 | 1.25 | 7,542 | 1.40 |
| C-5-5 | | 0.079 | 0.027 | 32.6 | 2.19 | 17.0 | 1.54 | 3.6 | 1 | 2,178 | 2.35 | 5,125 | 40.0 | 1.15 | 5,007 | 1.92 |
| C-5-6 | | 0.079 | 0.027 | 32.7 | 2.19 | 17.0 | 1.54 | 3.6 | 1 | 2,178 | 2.35 | 5,125 | 40.0 | 1.15 | 5,007 | 1.92 |
| C-5-7 | | 0.079 | 0.032 | 53.0 | 2.80 | 27.5 | 1.98 | 4.7 | 1 | 3,086 | 2.35 | 7,261 | 50.0 | 1.18 | 7,202 | 1.39 |
| C-5-8 | | 0.079 | 0.032 | 51.8 | 2.76 | 27.0 | 1.95 | 4.6 | 1 | 3,013 | 2.35 | 7,090 | 50.0 | 1.17 | 7,030 | 1.41 |
| C-5-9 | | 0.079 | 0.022 | 7.2 | 1.62 | 3.8 | 1.15 | 2.7 | 2 | 1,343 | 2.35 | 3,161 | 30.0 | 1.51 | 2,667 | 4.08 |
| C-5-10 | | 0.079 | 0.029 | 36.3 | 2.32 | 18.9 | 1.64 | 3.9 | 1 | 2,577 | 2.35 | 6,065 | 45.0 | 1.27 | 5,954 | 1.79 |
| C-5-11 | | 0.079 | 0.029 | 36.3 | 2.32 | 18.9 | 1.64 | 3.9 | 1 | 2,577 | 2.35 | 6,065 | 45.0 | 1.27 | 5,954 | 1.79 |
| C-5-12 | | 0.077 | 0.035 | 24.8 | 2.17 | 12.9 | 1.53 | 3.6 | 2 | 3,630 | 2.41 | 8,757 | 40.0 | 2.32 | 8,478 | 2.32 |
| C-5-13 | | 0.077 | 0.034 | 30.3 | 2.30 | 15.7 | 1.62 | 3.8 | 1 | 3,485 | 2.41 | 8,406 | 40.0 | 1.98 | 8,217 | 2.07 |
| C-6 | | 0.079 | 0.045 | 17.7 | 2.11 | 9.2 | 1.49 | 3.5 | 5 | 6,498 | 2.35 | 15,290 | 35.0 | 5.11 | 14,613 | 2.86 |
| C-6-1 | | 0.079 | 0.028 | 25.4 | 2.04 | 13.2 | 1.44 | 3.4 | 1 | 2,214 | 2.35 | 5,211 | 40.0 | 1.37 | 5,035 | 2.24 |
| C-6-2 | | 0.079 | 0.031 | 25.5 | 2.11 | 13.3 | 1.49 | 3.5 | 1 | 2,940 | 2.35 | 6,919 | 40.0 | 1.82 | 6,701 | 2.24 |
| C-6-3 | | 0.079 | 0.022 | 12.0 | 1.70 | 6.2 | 1.20 | 2.8 | 1 | 1,343 | 2.35 | 3,161 | 35.0 | 1.27 | 2,905 | 3.42 |
| D-1 | | 0.080 | 0.122 | 16.2 | 3.02 | 8.4 | 2.14 | 5.0 | 51 | 63,452 | 2.29 | 145,571 | 35.0 | 54.08 | 143,287 | 3.09 |
| D-2 | | 0.156 | 0.053 | 33.2 | 2.84 | 17.3 | 2.01 | 4.7 | 7 | 18,005 | 1.52 | 27,283 | 40.0 | 7.19 | 26,928 | 1.45 |
| D-3 | | 0.080 | 0.100 | 16.5 | 2.77 | 8.6 | 1.96 | 4.6 | 32 | 40,874 | 2.29 | 93,771 | 35.0 | 34.11 | 91,547 | 3.03 |
| D-4 | | 0.156 | 0.066 | 12.1 | 2.12 | 6.3 | 1.50 | 3.5 | 32 | 30,383 | 1.52 | 46,040 | 35.0 | 23.33 | 43,163 | 2.79 |
| D-5 | | 0.156 | 0.035 | 24.3 | 2.15 | 12.7 | 1.52 | 3.6 | 4 | 7,296 | 1.52 | 11,056 | 40.0 | 3.55 | 10,701 | 1.77 |
| E | | 0.079 | 0.168 | 13.0 | 3.19 | 6.8 | 2.25 | 5.3 | 123 | 123,819 | 2.35 | 291,367 | 35.0 | 119.31 | 283,485 | 3.50 |
| F | | 0.156 | 0.092 | 58.5 | 5.62 | 30.4 | 3.97 | 9.4 | 14 | 62,073 | 1.52 | 94,061 | 55.0 | 16.66 | 94,003 | 0.97 |
| OS-1 | | 0.134 | 0.157 | 43.2 | 6.71 | 22.4 | 4.74 | 11.2 | 84 | 281,071 | 1.59 | 445,892 | 50.0 | 99.62 | 445,986 | 1.29 |
| OS-2 | | 0.144 | 0.113 | 40.9 | 5.06 | 21.3 | 3.57 | 8.4 | 37 | 117,322 | 1.51 | 176,827 | 45.0 | 40.72 | 176,472 | 1.26 |
| OS-3 | | 0.148 | 0.092 | 39.0 | 4.26 | 20.3 | 3.01 | 7.1 | 23 | 70,821 | 1.50 | 105,895 | 45.0 | 25.31 | 105,642 | 1.30 |
| EX-X | | 0.156 | 0.023 | 22.0 | 1.90 | 11.5 | 1.34 | 3.2 | 2 | 3,013 | 1.52 | 4,566 | 40.0 | 1.56 | 4,383 | 1.87 |
| OS-4-1 | | 0.076 | 0.043 | 35.9 | 2.68 | 18.7 | 1.89 | 4.5 | 2 | 5,481 | 2.47 | 13,544 | 40.0 | 2.83 | 13,365 | 1.87 |
| OS-4-2 | | 0.075 | 0.045 | 35.2 | 2.71 | 18.3 | 1.91 | 4.5 | 2 | 6,026 | 2.50 | 15,064 | 40.0 | 3.18 | 14,866 | 1.92 |
| OS-7-1 | | 0.073 | 0.027 | 42.0 | 2.38 | 21.8 | 1.68 | 4.0 | 1 | 1,924 | 2.65 | 5,099 | 45.0 | 0.93 | 5,021 | 1.76 |
| OS-7-2 | | 0.073 | 0.027 | 42.6 | 2.38 | 22.2 | 1.68 | 4.0 | 1 | 1,851 | 2.65 | 4,907 | 45.0 | 0.89 | 4,832 | 1.75 |
| OS-7-3 | | 0.073 | 0.028 | 45.2 | 2.46 | 23.5 | 1.74 | 4.1 | 1 | 1,997 | 2.65 | 5,292 | 45.0 | 0.92 | 5,222 | 1.68 |
| OS-7-4 | | 0.073 | 0.028 | 44.8 | 2.46 | 23.3 | 1.74 | 4.1 | 1 | 2,033 | 2.65 | 5,388 | 45.0 | 0.95 | 5,316 | 1.69 |




## LEGEND:

- BASIN BOUNDARY
- OFF-SITE BASIN
- TRIBUTARY I FLOODING LIMITS
  - 10-YEAR EVENT
  - 100-YEAR EVENT
- PR PEDESTRIAN TRAIL
- PROPOSED STORM SEWER SYSTEM
- DRAINAGE FLOW
- EMERGENCY OVERFLOW
- PROPOSED CONTOURS 5410 / 5402
- EXISTING CONTOURS 5410 / 5402
- CONSTRUCTION PHASING DELINEATIONS
- FILING NO. 1
- ROCKCRESS EXTENSION
- INTERNAL ROADS

BASIN DESIGNATION — OS 1 — BASIN IMPERMOUSNESS
BASIN SIZE IN ACRES — AREA 1.23 AC — IMPERV. 2%

## MAJOR BASIN SUMMARY AND DIRECT RUNOFF TABLE:

| MAJOR DRAINAGE BASIN | CONTRIBUTING AREA (AC) | Q2 (CFS) | Q10 (CFS) | Q100 (CFS) | TRIBUTARY TO |
|---|---|---|---|---|---|
| A-1 | 37.99 | 0.24 | 6.87 | 37.40 | TRIBUTARY I |
| A-2-1 | 22.67 | 0.14 | 4.07 | 22.08 | TRIBUTARY I |
| A-2-2 | 25.02 | 21.67 | 38.59 | 82.62 | POND B |
| A-3 | 0.62 | 0.24 | 0.46 | 1.09 | PONC C-2 |
| B-1 | 79.46 | 82.92 | 145.97 | 309.97 | POND B |
| B-2 | 30.37 | 33.22 | 59.73 | 123.28 | PONC C-2 |
| C-1 | 53.21 | 45.87 | 83.88 | 183.61 | PONC C-1 |
| C-2 | 19.63 | 22.10 | 41.84 | 88.58 | PONC C-2 |
| C-3 | 14.38 | 5.26 | 9.64 | 22.85 | PONC C-1 |
| C-4 | 2.78 | 1.69 | 3.20 | 7.26 | TRIBUTARY I |
| C-5 | 13.12 | 4.10 | 7.86 | 19.60 | PONC C-2 |
| C-6 | 1.79 | 1.20 | 2.26 | 5.11 | PONC C-2 |
| D-1 | 17.48 | 12.02 | 23.26 | 54.08 | PONC C-2 |
| D-2 | 4.96 | 0.05 | 1.43 | 7.19 | OFFSITE |
| D-3 | 11.26 | 7.58 | 14.67 | 34.11 | PONC C-2 |
| D-4 | 8.37 | 0.17 | 5.17 | 23.33 | OFFSITE |
| D-5 | 2.01 | 0.02 | 0.73 | 3.55 | TRIBUTARY I |
| E | 34.11 | 28.44 | 53.09 | 119.31 | POND E |
| F | 17.1 | 0.11 | 3.08 | 16.66 | TRIBUTARY I |

## POND SUMMARY TABLE:

| POND | CONTRIBUTING BASINS | WATERSHED AREA (ac) | MAX 100-YR DEPTH (ft) | WATERSHED IMPERVIOUSNESS (%) | WQCV (ac-ft) | EURV (ac-ft) | REQUIRED VOLUME (ac-ft) | | | PROVIDED VOLUME (ac-ft) | ALLOWABLE RELEASE RATE (cfs) | | | DESIGN RELEASE RATE (cfs) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 2-YR | 10-YR | 100-YR | | 2-YR | 10-YR | 100-YR | 2-YR | 10-YR | 100-YR |
| B (FILING NO. 1) | A-2-2, B-1 | 104.48 | 5.83 | 85.00% | 3.16 | 8.78 | 5.37 | 9.56 | 14.15 | 20.20 | N/A | 30.69 | 159.03 | 4.88 | 7.14 | 84.26 |
| C-1 (FILING NO. 1) | C-1, C-3 | 67.59 | 3.61 | 79.74% | 1.84 | 5.29 | 3.23 | 5.80 | 8.70 | 9.62 | N/A | 9.18 | 53.01 | 2.39 | 4.77 | 47.47 |
| C-2 (FILING NO. 1) | A-3, B-2, C-2, C-5, C-6-1, C-6-2, D-1, D-3 | 93.90 | 8.77 | 77.05% | 2.43 | 7.09 | 4.31 | 7.73 | 11.53 | 12.76 | N/A | 20.87 | 112.30 | 1.42 | 15.14 | 75.76 |
| E (PUD 8) | E | 34.11 | 8.10 | 75.00% | 0.86 | 2.51 | 1.52 | 2.75 | 4.18 | 6.17 | N/A | 8.64 | 45.45 | 0.47 | 3.60 | 39.86 |

NOTES:
1. THE DIRECT RUNOFF TABLE SUMMARIZES DIRECT SURFACE RUNOFF AS DETERMINED BY THE CUHP PROGRAM. ROUTED CUHP/SWMM RESULTS ARE INCLUDED IN THE MASTER FINAL DRAINAGE REPORT.
2. DESIGN POINTS AND A ROUTED RUNOFF SUMMARY TABLE ARE PROVIDED WITH THE FILING NO. 1 AND ROCKCRESS EXTENSION DRAINAGE PLANS.
3. MHFD-DETENTION SOFTWARE USED TO CALCULATE POND SUMMARY TABLE VALUES. REFER TO FINAL MASTER DRAINAGE REPORT FOR FULL RESULTS.
4. ALLOWABLE RELEASE RATE IS 90% OF THE PREDEVELOPMENT 100-YR PEAK RUNOFF RATE PER MHFD USDCM CRITERIA.
5. DIRECT RUNOFF VALUES OF MAJOR BASINS SUMMARIZED HEREON MAY VARY FROM CUMULATIVE DIRECT RUNOFF FROM INDIVIDUAL SUBBASINS DELINEATED WITH FILING NO. 1 AND THE ROCKCRESS EXTENSION.
6. OFF-SITE FLOWS FROM BVSD AND 88TH SIRECT REFERENCED FROM BVSD LOUISVILLE CAMPUS PUD DRAINAGE REPORT; REFER TO APPENDIX B OF FINAL MASTER DRAINAGE REPORT FOR EXCERPTS.
7. FINAL DESIGN FOR POND E SHALL BE COMPLETED WITH PUD 8.
8. A PORTION OF BASIN C-6, IDENTIFIED AS SUBBASIN C-6-3 IN FILING NO. 1 AND ROCKCRESS EXTENSION PLANS, FLOWS OFFSITE TO NORTHWEST PARKWAY.
9. ROCK CREEK TRIBUTARY I IS NOT A FEMA REGULATED DRAINAGEWAY; FLOOD LIMITS SHOWN ARE FOR INFORMATIVE PURPOSES ONLY AND DO NOT REFLECT ANY EXISTING OR PROPOSED REGULATORY FLOODPLAIN BOUNDARY.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

FILEPATH: P:\2019\190108\ENGR\ENGR\DRAINAGE\2024 MASTER DRAINAGE PLAN_MASTER GRADING LAYOUT_OVERALL DP MASTER 10 XREFs: x-base, x-legal, x-util, p-base-rt, p-base-ct, p-dmg, p-legal-rt, p-legal-ct, -stamp -storm, storm - 11 - stamp
PLOTTED: FRI 09/26/25 11:48:55A BY: BRAD WEAVER/LNG

811 Know what's below. Call before you dig.

300 0 300 600
SCALE: 1" = 300'

DESIGNED BY: SDM
CHECKED BY: MAW
DRAWN BY: SDM

ISSUE DATE: 11-15-2019

| DATE | REVISION COMMENTS |
|---|---|
| 04-05-2021 | FIRST SUBMITTAL NEW PROGRAM |
| 10-22-2021 | SECOND SUBMITTAL NEW PROGRAM PER CITY COMMENTS |
| 09-21-2022 | THIRD SUBMITTAL NEW PROGRAM |
| 02-07-2024 | RESUBMITTAL POST PRELIMINARY PLAT |
| 07-24-2024 | CONSTRUCTION BID SET |
| 04-16-2025 | PER CITY COMMENTS |
| 08-01-2025 | PER CITY COMMENTS |

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HarrisKocherSmith.com

STERLING BAY

REDTAIL RIDGE
MASTER DRAINAGE PLAN

PRELIMINARY NOT FOR CONSTRUCTION

PROJECT #: 190108
SHEET NUMBER 1
1 OF 2

# Appendix C

Rational Calculations

Landscape Drain Pipe 2 Year Storm Analysis

Section C-C Analysis

Section D-D Analysis

Landscape Drain A7-1 and A3 Capacity Calculations

RipRap Pad Sizing

| | |
|---|---|
| Project Name: | Redtail Ridge - Lift Stations |
| | **Composite C-Value Computations** |
| | ***Post-Development*** |
| Project No: | 190108 |
| Date: | 11/06/23 |
| Revised: | 08/01/25 |
| Design by: | MJS |
| Checked by: | TJS |
| Hydrologic Soil Group: | C |

| BASIN | TOTAL AREA (ACRES) | ROOFS (90%) | GRAVEL (40%) | DRIVES & WALKS (90%) | GARAGE & STREETS (100%) | LANDSCAPE AREA (2%) | PERCENT IMPERVIOUS | $C_2$= | $C_5$= | $C_{10}$= | $C_{100}$= |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 0.71 | 0.03 | 0.05 | 0.22 | 0.00 | 0.41 | 36.05% | 0.22 | 0.23 | 0.25 | 0.39 |
| B | 0.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 2.00% | 0.01 | 0.01 | 0.01 | 0.13 |
| OS-1 | 0.16 | 0.00 | 0.00 | 0.04 | 0.00 | 0.12 | 23.87% | 0.13 | 0.14 | 0.15 | 0.30 |
| Total On-Site | 0.86 | 0.03 | 0.05 | 0.26 | 0.00 | 0.53 | 33.85% | 0.21 | 0.22 | 0.23 | 0.37 |
| Total Captured | 0.78 | 0.03 | 0.05 | 0.22 | 0.00 | 0.48 | 32.90% | 0.20 | 0.21 | 0.22 | 0.37 |

Project Name: Redtail Ridge - Lift Stations
Project No: 190108
Date: 11/6/2023

Revised: 8/1/2025

## STANDARD FORM SF-2
## TIME OF CONCENTRATION

Designed By: MJS
Checked By: TJS

| SUB-BASIN DATA | | | INITIAL/OVERLAND TIME ($T_i$) | | | TRAVEL TIME ($T_t$) | | | | | Tc CHECK (URBANIZED BASINS) | | | FINAL | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BASIN | AREA (AC) | $C_5$ | LENGTH (FT) | SLOPE % | Ti (MIN) | LENGTH (FT) | SLOPE % | $C_v$ | VELOCITY (FPS) | Tt (MIN) | COMPOS. Tc (MIN) | TOTAL LENGTH | Tc = (L/180) + 10 (MIN) | Tc (MIN) | |
| A | 0.71 | 0.23 | 10 | 2.00 | 3.99 | 148 | 5.00 | 20.00 | 4.47 | 0.55 | 5.00 | 158 | 10.88 | 5.00 | |
| B | 0.07 | 0.01 | 15 | 25.00 | 2.66 | 72 | 2.00 | 15.00 | 2.12 | 0.57 | 5.00 | 87 | 10.48 | 5.00 | |
| OS-1 | 0.16 | 0.14 | 35 | 25.00 | 3.57 | 0 | 2.00 | 15.00 | 2.12 | 0.00 | 5.00 | 35 | 10.19 | 5.00 | |

## 1-HR Rainfall

https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html

| Return Interval (YR) | 1-hour Rainfall |
|---|---|
| WQ | 0.6 |
| 2 | 0.801 |
| 5 | 1.08 |
| 10 | 1.35 |
| 100 | 2.49 |

| tc | WQ | 2yr | 5yr | 5yr | 100yr |
|---|---|---|---|---|---|
| 5 | 2.0351 | 2.717 | 3.663 | 4.579 | 8.446 |
| 6 | 1.934 | 2.582 | 3.482 | 4.353 | 8.028 |
| 7 | 1.844 | 2.462 | 3.320 | 4.150 | 7.654 |
| 8 | 1.763 | 2.354 | 3.174 | 3.968 | 7.318 |
| 9 | 1.690 | 2.256 | 3.042 | 3.803 | 7.014 |
| 10 | 1.623 | 2.167 | 2.922 | 3.652 | 6.737 |
| 11 | 1.562 | 2.086 | 2.812 | 3.515 | 6.483 |
| 12 | 1.506 | 2.011 | 2.711 | 3.389 | 6.250 |
| 13 | 1.454 | 1.942 | 2.618 | 3.272 | 6.036 |
| 14 | 1.407 | 1.878 | 2.532 | 3.165 | 5.837 |
| 15 | 1.362 | 1.818 | 2.452 | 3.065 | 5.653 |
| 16 | 1.321 | 1.763 | 2.377 | 2.972 | 5.481 |
| 17 | 1.282 | 1.712 | 2.308 | 2.885 | 5.321 |
| 18 | 1.246 | 1.663 | 2.243 | 2.804 | 5.171 |
| 19 | 1.212 | 1.618 | 2.182 | 2.727 | 5.030 |
| 20 | 1.180 | 1.576 | 2.124 | 2.656 | 4.898 |

Project Name: Redtail Ridge - Lift Static
Project No: 190108
Date: 11/06/23
Revised: 08/01/25

## STANDARD FORM SF-2
## Post-Development
## Rational Method Procedure

Designed By: MJS
Checked By: TJS
Design Storm: WQ YR

| | | DIRECT RUNOFF | | | | | | TOTAL RUNOFF | | | | STREET/INLET | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BASIN (s) | DESIGN POINT | AREA (AC) | RUNOFF COEFF | $T_c$ (min) | C x A (AC) | I (IN/HR) | DIRECT RUNOFF, Q (CFS) | $T_c$ (MAX) | $\Sigma$(C x A) (AC) | I (IN/HR) | TOTAL RUNOFF, Q (CFS) | SLOPE (%) | STREET FLOW (CFS) | INLET DESIGN FLOW (CFS) | STREET OR INLET INTERCEPTION (CFS) | CARRYOVER (CFS) | REMARKS |
| A | 1 | 0.71 | 0.22 | 5.00 | 0.16 | 2.04 | 0.32 | | | | | | | | | | Onsite Flows Captured |
| B | 2 | 0.07 | 0.01 | 5.00 | 0.00 | 2.04 | 0.001 | | | | | | | | | | Off-Site Flows, Captured |
| OS-1 | 3 | 0.16 | 0.13 | 5.00 | 0.02 | 2.04 | 0.041 | | | | | | | | | | Off-Site Flows, Flows South Offsite |

Project Name: Redtail Ridge - Lift Static
Project No: 190108
Date: 11/06/23
Revised: 08/01/25

# STANDARD FORM SF-2
## Post-Development
## Rational Method Procedure

Designed By: MJS
Checked By: TJS
Design Storm: 2 YR

| | | DIRECT RUNOFF | | | | | | TOTAL RUNOFF | | | | STREET/INLET | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BASIN (s) | DESIGN POINT | AREA (AC) | RUNOFF COEFF | $T_c$ (min) | C x A (AC) | I (IN/HR) | DIRECT RUNOFF, Q (CFS) | $T_c$ (MAX) | $\Sigma$(C x A) (AC) | I (IN/HR) | TOTAL RUNOFF, Q (CFS) | SLOPE (%) | STREET FLOW (CFS) | INLET DESIGN FLOW (CFS) | STREET OR INLET INTERCEPTION (CFS) | CARRYOVER (CFS) | REMARKS |
| A | 1 | 0.71 | 0.22 | 5.00 | 0.16 | 2.72 | 0.43 | | | | | | | | | | Onsite Flows Captured |
| B | 2 | 0.07 | 0.01 | 5.00 | 0.00 | 2.72 | 0.001 | | | | | | | | | | Off-Site Flows, Captured |
| OS-1 | 3 | 0.16 | 0.13 | 5.00 | 0.02 | 2.72 | 0.055 | | | | | | | | | | Off-Site Flows, Flows South Offsite |

Project Name: Redtail Ridge - Lift Static
Project No: 190108
Date: 11/06/23
Revised: 08/01/25

## STANDARD FORM SF-2
## Post-Development
## Rational Method Procedure

Designed By: MJS
Checked By: TJS
Design Storm: 100 YR

| | | DIRECT RUNOFF | | | | | | TOTAL RUNOFF | | | | STREET/INLET | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BASIN (s) | DESIGN POINT | AREA (AC) | RUNOFF COEFF | Tc (min) | C x A (AC) | I (IN/HR) | DIRECT RUNOFF, Q (CFS) | Tc (MAX) | Σ(C x A) (AC) | I (IN/HR) | TOTAL RUNOFF, Q (CFS) | SLOPE (%) | STREET FLOW (CFS) | INLET DESIGN FLOW (CFS) | STREET OR INLET INTERCEPTION (CFS) | CARRYOVER (CFS) | REMARKS |
| A | - | 0.71 | 0.39 | 5.00 | 0.28 | 8.45 | 2.34 | | | | | | | | | | Onsite Flows Captured |
| B | - | 0.07 | 0.13 | 5.00 | 0.01 | 8.45 | 0.08 | | | | | | | | | | Off-Site Flows, Captured |
| OS-1 | - | 0.16 | 0.30 | 5.00 | 0.05 | 8.45 | 0.39 | | | | | | | | | | Off-Site Flows, Flows South Offsite |

| BASIN SUMMARY TABLE | | | | | | |
|---|---|---|---|---|---|---|
| BASIN | AREA (AC) | WQ (CFS) | Q2 (CFS) | Q100 (CFS) | Design Point | impervious |
| A | 0.71 | 0.32 | 0.43 | 2.34 | - | 36.05% |
| B | 0.07 | 0.001 | 0.001 | 0.08 | - | 2.00% |
| OS-1 | 0.16 | 0.04 | 0.06 | 0.39 | | 23.87% |

# Channel Report



## Landscape Drain 2 Year Storm Analysis

**Circular**

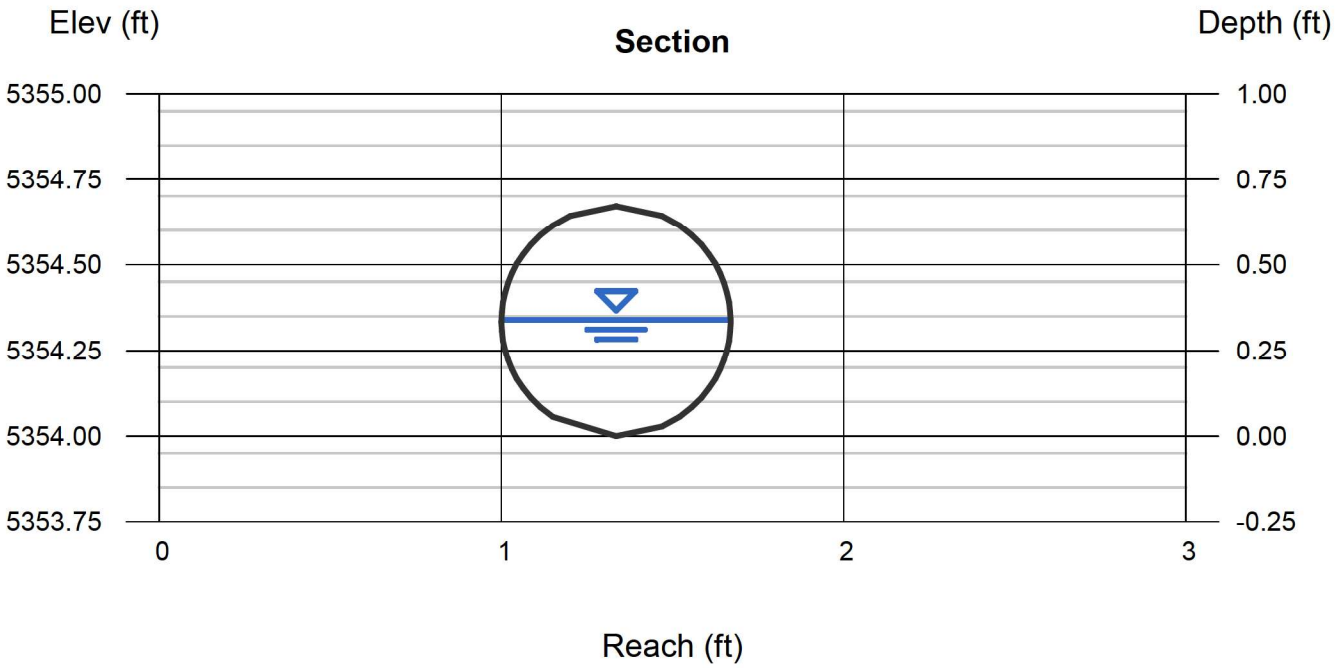
| | |
|---|---|
| Diameter (ft) | = 0.67 |
| Invert Elev (ft) | = 5354.00 |
| Slope (%) | = 0.50 Minimum Slope |
| N-Value | = 0.013 |

**Calculations**

| | |
|---|---|
| Compute by: | Known Q |
| Known Q (cfs) | = 0.43 Basin A + B 2-Year Flow |

**Highlighted**

| | |
|---|---|
| Depth (ft) | = 0.34 |
| Q (cfs) | = 0.430 |
| Area (sqft) | = 0.18 |
| Velocity (ft/s) | = 2.38 |
| Wetted Perim (ft) | = 1.07 |
| Crit Depth, Yc (ft) | = 0.31 |
| Top Width (ft) | = 0.67 |
| EGL (ft) | = 0.43 |



# Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jul 31 2025

## Section C-C

**User-defined**

| | |
|---|---|
| Invert Elev (ft) | = 5363.21 |
| Slope (%) | = 2.00 |
| N-Value | = 0.020 |

**Calculations**

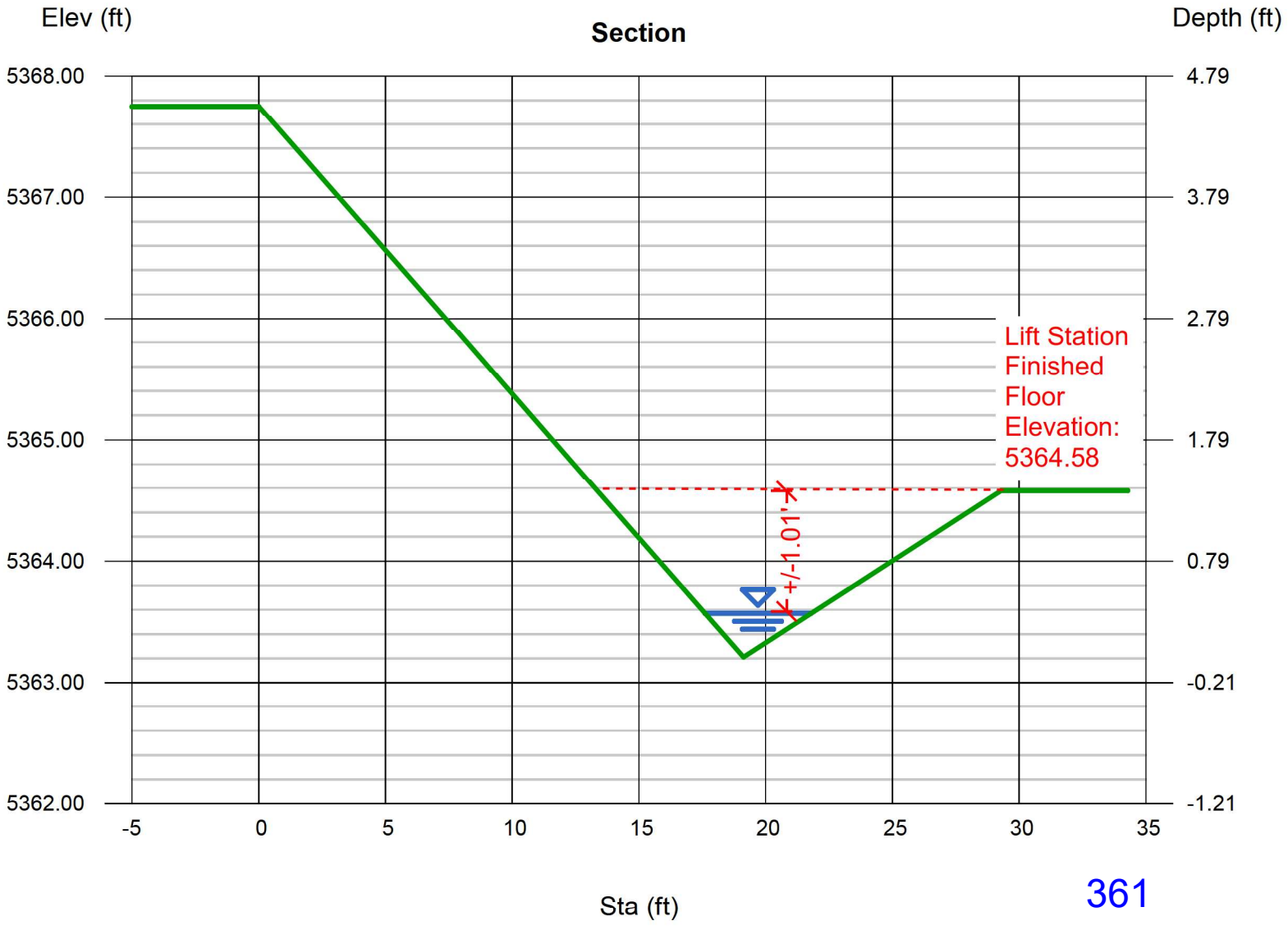
| | |
|---|---|
| Compute by: | Known Q |
| Known Q (cfs) | = 2.42 Basin A + B 100-Year Flow |

**Highlighted**

| | |
|---|---|
| Depth (ft) | = 0.36 |
| Q (cfs) | = 2.420 |
| Area (sqft) | = 0.75 |
| Velocity (ft/s) | = 3.21 |
| Wetted Perim (ft) | = 4.25 |
| Crit Depth, Yc (ft) | = 0.41 |
| Top Width (ft) | = 4.19 |
| EGL (ft) | = 0.52 |

**(Sta, El, n)-(Sta, El, n)...**

( 0.00, 5367.75)-(19.12, 5363.21, 0.020)-(29.29, 5364.58, 0.020)



# Channel Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc. Thursday, Jul 31 2025

## Section D-D

**User-defined**

| | |
|---|---|
| Invert Elev (ft) | = 5363.33 |
| Slope (%) | = 2.38 |
| N-Value | = 0.021 |

**Calculations**

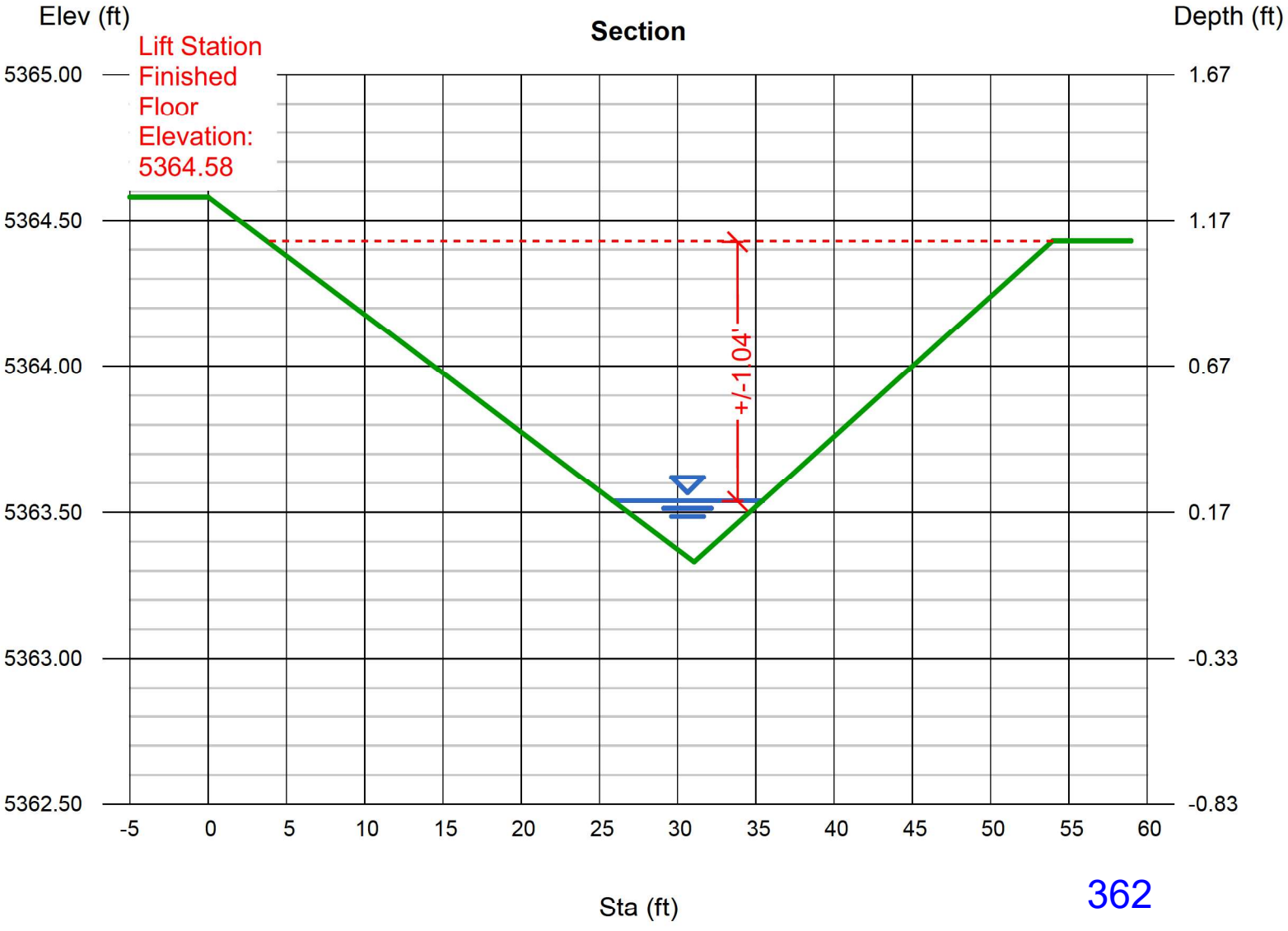
| | |
|---|---|
| Compute by: | Known Q |
| Known Q (cfs) | = 2.42 Basin A + B 100-Year Flow |

**Highlighted**

| | |
|---|---|
| Depth (ft) | = 0.21 |
| Q (cfs) | = 2.420 |
| Area (sqft) | = 1.01 |
| Velocity (ft/s) | = 2.40 |
| Wetted Perim (ft) | = 9.60 |
| Crit Depth, Yc (ft) | = 0.24 |
| Top Width (ft) | = 9.59 |
| EGL (ft) | = 0.30 |

**(Sta, El, n)-(Sta, El, n)...**

( 0.00, 5364.58)-(31.06, 5363.33, 0.022)-(53.98, 5364.43, 0.020)



LANDSCAPE DRAIN A7-1 CAPACITY CALCULATION

# Nyloplast Inlet Capacity Table

DISCLAIMER: SAFETY FACTORS ARE NOT INCLUDED IN THESE CALCULATIONS. ACTUAL CALCULATIONS SHOULD BE CARRIED OUT AND VERIFIED BY THE DESIGN ENGINEER TAKING INTO ACCOUNT ALL LOCAL CONDITIONS. NYLOPLAST RECOMMENDS USING A MINIMUM SAFETY FACTOR OF 1.25 FOR PAVED AREAS AND 2.0 FOR TURF AREAS. ADS/NYLOPLAST IS NOT RESPONSIBLE FOR MISUSE OF THIS TOOL.

| Input | |
|---|---|
| Type of Grate | 12" Dome |
| Head (ft) | 0.79 |
| **Properties** | |
| Orifice Flow Area (in) | 70.37 |
| Orifice Flow Area (ft) | 0.49 |
| Weir Flow Perimeter (in) | 34.56 |
| Weir Flow Perimeter (ft) | 2.88 |
| **Solution** | |
| Capacity (cfs) | 2.08 |
| Capacity (gpm) | 932.23 |

MAXIMUM HEAD FROM LANDSCAPE DRAIN ELEVATION TO 1' BELOW LIFT STATION FINISHED FLOOR

$$Q_{weir} = CLH^{3/2}$$

$C = 3.33\ Weir\ Discharge\ Coefficient$

$L = Perimeter\ of\ Grate\ Opening\ (ft)$

$H = Flow\ Height\ of\ Water\ Surface\ Above\ Weir\ (ft)$

$$Q_{orifice} = CA\sqrt{2gh}$$

$C = 0.60\ Orifice\ Discharge\ Coefficient$

$A = Area\ of\ the\ Orifice\ (ft^2)$

$g = Gravitational\ Constant\ \left(32.2\frac{ft}{s^2}\right)$

$H = Depth\ of\ Water\ Above\ Center\ of\ Orifice\ (ft)$

REV 2.1.21

LANDSCAPE DRAIN A3 CAPACITY CALCULATION

# Nyloplast Inlet Capacity Table

DISCLAIMER: SAFETY FACTORS ARE NOT INCLUDED IN THESE CALCULATIONS. ACTUAL CALCULATIONS SHOULD BE CARRIED OUT AND VERIFIED BY THE DESIGN ENGINEER TAKING INTO ACCOUNT ALL LOCAL CONDITIONS. NYLOPLAST RECOMMENDS USING A MINIMUM SAFETY FACTOR OF 1.25 FOR PAVED AREAS AND 2.0 FOR TURF AREAS. ADS/NYLOPLAST IS NOT RESPONSIBLE FOR MISUSE OF THIS TOOL.

| Input | |
|---|---|
| Type of Grate | 12" Dome |
| Head (ft) | 0.13 |
| **Properties** | |
| Orifice Flow Area (in) | 70.37 |
| Orifice Flow Area (ft) | 0.49 |
| Weir Flow Perimeter (in) | 34.56 |
| Weir Flow Perimeter (ft) | 2.88 |
| **Solution** | |
| Capacity (cfs) | 0.45 |
| Capacity (gpm) | 201.73 |

LOWEST HEAD FROM ANY LANDSCAPE DRAIN ON SITE (DRAIN A3)

$$Q_{weir} = CLH^{3/2}$$

$C = 3.33\ Weir\ Discharge\ Coefficient$

$L = Perimeter\ of\ Grate\ Opening\ (ft)$

$H = Flow\ Height\ of\ Water\ Surface\ Above\ Weir\ (ft)$

$$Q_{orifice} = CA\sqrt{2gh}$$

$C = 0.60\ Orifice\ Discharge\ Coefficient$

$A = Area\ of\ the\ Orifice\ (ft^2)$

$g = Gravitational\ Constant\ \left(32.2\frac{ft}{s^2}\right)$

$H = Depth\ of\ Water\ Above\ Center\ of\ Orifice\ (ft)$

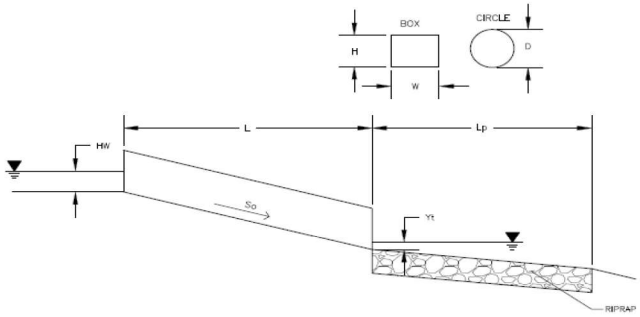
REV 2.1.21

# DETERMINATION OF CULVERT HEADWATER AND OUTLET PROTECTION

*MHFD-Culvert, Version 4.01 (April 2025)*

**Project:** **REDTAIL RIDGE LIFT STATION - OUTFALL RIPRAP SIZING**

**ID:**



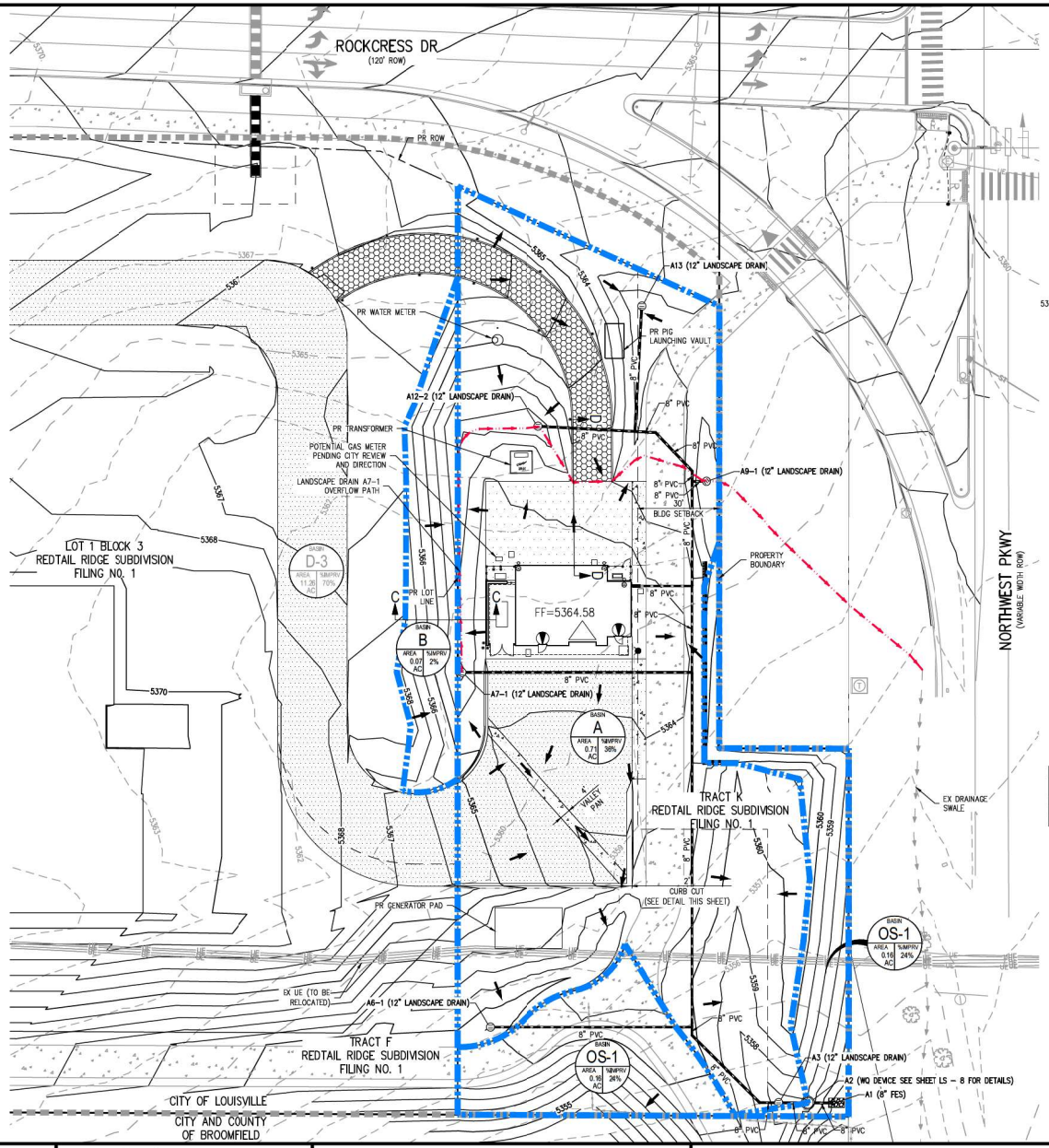

**Soil Type:**
Choose One:
○ Sandy
◉ Non-Sandy

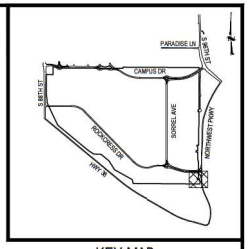
| | | | | |
|---|---|---|---|---|
| **Design Information:** | | | | |
| | Design Discharge | Q = | 2.42 | cfs |
| Circular Culvert: | | | | |
| | Barrel Diameter in Inches | D = | 8 | inches |
| | Inlet Edge Type (Choose from pull-down list) | | Grooved Edge in Headwall | |
| **OR:** | | | | |
| Box Culvert: | | | **OR** | |
| | Barrel Height (Rise) in Feet | H (Rise) = | | ft |
| | Barrel Width (Span) in Feet | W (Span) = | | ft |
| | Inlet Edge Type (Choose from pull-down list) | | | |
| | Number of Barrels | # Barrels = | 1 | |
| | Inlet Elevation | Elev IN = | 5353.75 | ft |
| | Outlet Elevation **OR** Slope | Elev OUT = | 5353.7 | ft |
| | Culvert Length | L = | 10 | ft |
| | Manning's Roughness | n = | 0.014 | |
| | Bend Loss Coefficient | $k_b$ = | 0 | |
| | Exit Loss Coefficient | $k_x$ = | 1 | |
| | Tailwater Surface Elevation | $Y_{t,\ Elevation}$ = | | ft |
| | Max Allowable Channel Velocity | V = | 5 | ft/s |
| **Calculated Results:** | | | | |
| | Culvert Cross Sectional Area Available | A = | 0.35 | $ft^2$ |
| | Culvert Normal Depth | $Y_n$ = | 0.67 | ft |
| | Culvert Critical Depth | $Y_c$ = | 0.65 | ft |
| | Froude Number | Fr = | - | **Pressure flow!** |
| | Entrance Loss Coefficient | $k_e$ = | 0.20 | |
| | Friction Loss Coefficient | $k_f$ = | 0.62 | |
| | Sum of All Loss Coefficients | $k_s$ = | 1.82 | ft |
| Headwater: | | | | |
| | Inlet Control Headwater | $HW_I$ = | 1.88 | ft |
| | Outlet Control Headwater | $HW_O$ = | 1.96 | ft |
| | **Design Headwater Elevation** | **HW =** | **5355.71** | **ft** |
| | **Headwater/Diameter OR Headwater/Rise Ratio** | **HW/D =** | **2.95** | **HW/D > 1.5!** |
| Outlet Protection: | | | | |
| | Flow/(Diameter^2.5) | Q/D^2.5 = | 6.67 | $ft^{0.5}/s$ |
| | Tailwater Surface Height | $Y_t$ = | 0.27 | ft |
| | Tailwater/Diameter | Yt/D = | 0.40 | |
| | Expansion Factor | 1/(2*tan(Θ)) = | 1.82 | |
| | Flow Area at Max Channel Velocity | $A_t$ = | 0.48 | $ft^2$ |
| | Width of Equivalent Conduit for Multiple Barrels | $W_{eq}$ = | - | ft |
| | **Length of Riprap Protection** | **$L_p$ =** | **3** | **ft** |
| | **Width of Riprap Protection at Downstream End** | **T =** | **3** | **ft** |
| | Adjusted Diameter for Supercritical Flow | Da = | - | ft |
| | Minimum Theoretical Riprap Size | $d_{50}$ min= | 4 | in |
| | Nominal Riprap Size | $d_{50}$ nominal= | 6 | in |
| | **MHFD Riprap Type** | **Type =** | **VL** | |

# Appendix D

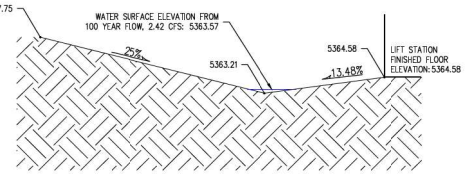
Drainage Plan

ADS Barracuda Max S3 Details

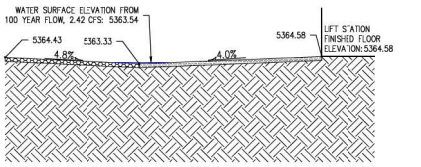



KEY MAP
1"=2000'




SECTION C-C
NTS



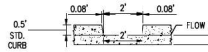

SECTION D-D
NTS

**BASIN SUMMARY TABLE**

| BASIN | AREA (AC) | WQ (CFS) | Q2 (CFS) | Q100 (CFS) |
|---|---|---|---|---|
| A | 0.71 | 0.32 | 0.43 | 2.34 |
| B | 0.07 | 0.001 | 0.001 | 0.08 |
| OS-1 | 0.16 | 0.04 | 0.06 | 0.39 |

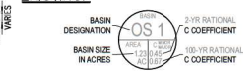
LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT-OF-WAY
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED DRAINAGE BASIN
- EXISTING DRAINAGE BASIN
- FLOW ARROW
- EXISTING DRAINAGE BASIN
- ASPHALT
- GRASSPAVE
- CONCRETE




CURB CUT DETAIL
NTS

EXISTING:




PROPOSED:




811 Know what's below. Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

SCALE: 1" = 20'

DESIGNED BY: TJS
CHECKED BY: MSM
DRAWN BY: MJS

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

STERLING BAY

REDTAIL RIDGE
DRAINAGE PLAN

| ISSUE DATE: 11-15-2019 | PROJECT #: 190108 |
|---|---|
| DATE | REVISION COMMENTS |
| 02-07-2024 | RESUBMITTAL POST PRELIMINARY PLAT |
| 09-19-2024 | RFP SET |
| 01-28-2025 | IFC SET |
| 04-29-2025 | PER CITY COMMENTS |
| 06-04-2025 | PER CITY COMMENTS |

COLORADO LICENSED PROFESSIONAL ENGINEER 56955

SHEET NO.
LS - 5
503 OF 506

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

FILEPATH: P:\2019\190108\ENGINEERING\DRAINAGE\LIFT STATION - DRAINAGE PLAN.DWG | LAYOUT: LAYOUT1
12 XREFS: e-base, e-legal, e-cult, [illegible], key map, p-base-1, p-base-1t, p-base-2, p-base-pad[illegible], p-legal-1, p-util-1, stamp - lift station cd
PLOTTED: MON 06/09/2025 2:58:36P BY: ANGEL JAIME

| PROJECT INFORMATION | |
|---|---|
| ENGINEERED PRODUCT MANAGER: | JEROME MAGSINO<br>303-349-7555<br>JEROME.MAGSINO@ADSPIPE.COM |
| ADS SALES REP: | ABBY ARNONE<br>303-478-8766<br>ABBY.ARNONE@ADSPIPE.COM |
| PROJECT NO: | S481197 |

Advanced Drainage Systems, Inc.

# RETAIL RIDGE - LIFT STATION

LOUISVILLE, COLORADO

## ADS BARRACUDA SPECIFICATIONS

**MATERIALS AND DESIGN**

CONCRETE STRUCTURES: DESIGNED FOR H-20 AND/OR HS-20 TRAFFIC LOADING AND APPLICABLE SOIL LOADS OR AS OTHERWISE DETERMINED BY A LICENSED PROFESSIONAL ENGINEER. THE MATERIALS AND STRUCTURAL DESIGN OF THE DEVICES SHALL BE PER ASTM C857 AND ASTM C858.

48" HP MANHOLE STRUCTURES: MADE FROM AN IMPACT MODIFIED COPOLYMER POLYPROPYLENE MEETING THE MATERIAL REQUIREMENTS OF ASTM F2764. THE ECCENTRIC CONE REDUCER SHALL BE MANUFACTURED FROM POLYETHYLENE MATERIAL MEETING ASTM D3350 CELL CLASS 213320C. GASKETS SHALL BE MADE OF MATERIAL MEETING THE REQUIREMENTS OF ASTM F477.

SEPARATOR INTERNALS SHALL BE SUBSTANTIALLY CONSTRUCTED OF STAINLESS STEEL, POLYETHYLENE, OR OTHER THERMOPLASTIC MATERIAL APPROVED BY THE MANUFACTURER.

**PERFORMANCE**

THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.

THE STORMWATER TREATMENT UNIT INTERNALS SHALL CONSIST OF(1)SEPARATOR CONE ASSEMBLY, AND (1)SUMP ASSEMBLY WHICH INCLUDES(4) IEGS WITH "TEETH".

THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
-OR -
THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH $d_{50}$=75 MICRON AND 200 mg/L INFLUENT CONCENTRATION.
-OR -
THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER PREVIOUS 2013 NJDEP/NJCAT HDS PROTOCOL.

**MANUFACTURER**

EACH STORMWATER TREATMENT SYSTEM SHALL BE A BARRACUDA SYSTEM AS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS™, 2650 HAMILTON-EATON RD., HAMILTON, OHIO 45011.

## BARRACUDA MAINTENANCE

BARRACUDA SYSTEMS MUST BE INSPECTED AND MAINTAINED PERIODICALLY. INSPECTION IS MADE BY CHECKING THE DEPTH OF SEDIMENT IN EACH MANHOLE WITH A GRADE STICK OR SIMILAR DEVICE. MAINTENANCE IS REQUIRED WHEN THE SEDIMENT DEPTH IN EXCEEDS 20 INCHES. MINIMUM INSPECTION IS RECOMMENDED TWICE A YEAR TO MAINTAIN OPERATION AND FUNCTION OF THE UNIT.

**MAINTENANCE INSTRUCTIONS**

1. REMOVE THE MANHOLE COVER TO PROVIDE ACCESS TO THE POLLUTANT STORAGE. POLLUTANTS ARE STORED IN THE SUMP, BELOW THE BOWL ASSEMBLY VISIBLE FROM THE SURFACE. YOU'LL ACCESS THIS AREA THROUGH THE CENTER ACCESS CYLINDER.
2. USE A VACUUM TRUCK OR OTHER SIMILAR EQUIPMENT TO REMOVE ALL WATER, DEBRIS, OILS AND SEDIMENT.
3. USE A HIGH PRESSURE HOSE TO CLEAN THE MANHOLE OF ALL THE REMAINING SEDIMENT AND DEBRIS. THEN, USE THE VACUUM TRUCK TO REMOVE THE WATER.
4. FILL THE CLEANED MANHOLE WITH WATER UNTIL THE LEVEL REACHES THE INVERT OF THE OUTLET PIPE.
5. REPLACE THE MANHOLE COVER.
6. DISPOSE OF THE POLLUTED WATER, OILS, SEDIMENT AND TRASH AT AN APPROVED FACILITY.
   - LOCAL REGULATIONS PROHIBIT THE DISCHARGE OF SOLID MATERIAL INTO THE SANITARY SYSTEM. CHECK WITH THE LOCAL SEWER AUTHORITY FOR AUTHORITY TO DISCHARGE THE LIQUID.
   - SOME LOCALITIES TREAT THE POLLUTANTS AS LEACHATE. CHECK WITH LOCAL REGULATORS ABOUT DISPOSAL REQUIREMENTS.
   - ADDITIONAL LOCAL REGULATIONS MAY APPLY TO THE MAINTENANCE PROCEDURE.

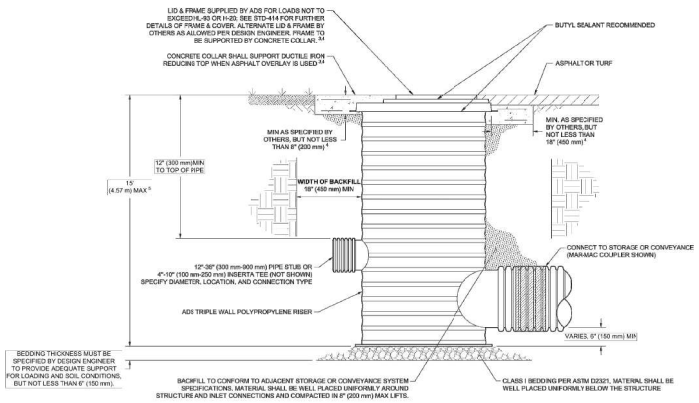
## BARRACUDA INSTALLATION NOTES

INSTALLATION OF THE STORMWATER TREATMENT UNIT(S) SHALL BE PERFORMED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. SUCH INSTRUCTIONS CAN BE OBTAINED BY CALLING ADVANCED DRAINAGE SYSTEMS AT (800) 821-6710 OR BY LOGGING ON TO WWW.ADSPIPE.COM.

©2024 ADS, INC.

## HP MANHOLE W/DUCTILE IRON FLAT FRAME INSTALLATION

NTS




NOTES:
1. ADS POLYPROPYLENE BASINS ARE TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
2. ADAPTERS CAN BE MOUNTED ON ANGLES 0° TO 359°. TO DETERMINE MAXIMUM ANGLE BETWEEN ADAPTERS, SEE DRAWING NO. 7009-110-026
3. AVOID CONSTRUCTION LOADING ON REDUCING PLATE AND STRUCTURE PRIOR TO CONCRETE COLLAR INSTALLATION
4. CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, AND OTHER APPLICABLE DESIGN FACTORS.
5. FOR BURIAL DEPTHS GREATER THAN 15' (4.57 m), OR WHERE GROUNDWATER WILL BE ENCOUNTERED, CONTACT ADS ENGINEERING.
6. GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
7. FRAMES & REDUCING PLATE SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.

| RETAIL RIDGE – LIFT STATION | |
|---|---|
| LOUISVILLE, COLORADO | |
| DATE: | 07/21/25 |
| PROJECT #: | S481197 |
| DRAWN: | CTB |
| CHECKED: | NL |

| DATE | DWN | CHK |
|---|---|---|
| 7/21/2025 | CTB | |

Nyloplast®

4640 TRUEMAN BLVD
HILLIARD, OH 43026

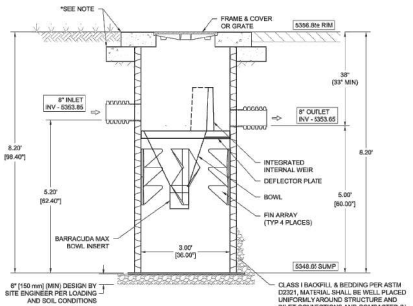
SHEET 3 OF 3

| BARRACUDA MAX S3 | |
|---|---|
| UNIT ID | A2 |
| PEAK FLOW RATE (CFS) | 2.42 |
| TREATMENT FLOW RATE (CFS) | 0.66 |

**ATTENTION:**

THIS TREATMENT UNIT WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON GROUNDWATER LEVELS. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE GROUNDWATER LEVEL RELATIVE TO THE BURIED DEPTH OF THE UNIT. IF THE GROUNDWATER DEPTH ABOVE THE BOTTOM OF THE SUMP EXCEEDS ONE-THIRD THE DEPTH OF THE UNIT, CONTACT ADS FOR SOLUTIONS. SEE TECHNICAL NOTE 8.22 FOR GUIDANCE.

PLEASE NOTE: 4"-10" (100 mm - 250 mm) CONNECTIONS REQUIRE THE USE OF INSERTA-TEE FITTINGS AND ARE TO BE ORDERED SEPARATELY FROM THE WATER QUALITY HP MANHOLE. INSERTA-TEE FITTINGS ORDERED ARE DEPENDENT ON CONNECTION DIAMETER AND MATERIAL TYPE.



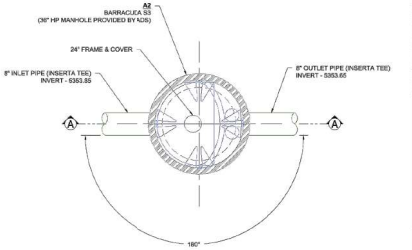

**SECTION VIEW A-A**
SCALE: 1/2" = 1'

**PRODUCT SPECIFICATIONS**

- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH $d_{50}$=75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER PREVIOUS 2013 NJDEP/NJCAT HDS PROTOCOL.

* CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS.

** SUPPLIED BY ADS FOR LOADS NOT TO EXCEED HL-93; SEE STD-414 FOR FURTHER DETAILS OF FRAME & COVER. ALTERNATE LID & FRAME BY OTHERS AS ALLOWED PER DESIGN ENGINEER. FRAME TO BE SUPPORTED BY CONCRETE COLLAR.




**SITE SPECIFIC PLAN VIEW**
SCALE: 1/2" = 1'

| RETAIL RIDGE – LIFT STATION | |
|---|---|
| LOUISVILLE, COLORADO | |
| DATE: | 07/21/25 |
| PROJECT #: | S481197 |
| DRAWN: | CTB |
| CHECKED: | NL |

| DATE | DWN | CHK |
|---|---|---|
| 7/21/2025 | CTB | |

**Barracuda Max**
Stormwater Separator

4640 TRUEMAN BLVD
HILLIARD, OH 43026

AS NOTED

SHEET 2 OF 3

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

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FILEPATH: P:\2019\190108\ENGINEERING\CIVIL\LIFT STATION DETAILS.DWG LAYOUT: LIFT STATION DETAILS (2)
NO XREFS
PLOTTED: FRI 09/05/25 2:31:34P BY: BRAD MEAVERLING

811 Know what's below. Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

DESIGNED BY: TJS
CHECKED BY: MSM
DRAWN BY: MJS

HKS HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

STERLING BAY

REDTAIL RIDGE
LIFT STATION ADS DETAILS

| ISSUE DATE: 11-15-2019 | PROJECT #: 190108 |
|---|---|
| DATE | REVISION COMMENTS |
| 03-07-2024 | RESUBMITTAL POST PRELIMINARY PLAT |
| 09-19-2024 | RFP SET |
| 01-28-2025 | IFC SET |
| 04-29-2025 | PER CITY COMMENTS |
| 08-01-2025 | PER CITY COMMENTS |

SHEET NO.
LS - 8
596 OF 500

# Appendix E

Variance Letter

HARRIS KOCHER SMITH

DENVER • DALLAS/FORT WORTH

August 1, 2025

Cameron Fowlkes P.E., CFM
City Engineer
749 Main St
Louisville, CO 80027

via e-mail: cfowlkes@louisvilleco.gov

**RE: Redtail Ridge**

**Variance Request Letter**

**Hydrodynamic Separator**

Dear Mr. Fowlkes,

Harris Kocher Smith, on behalf of the Redtail Ridge Metropolitan District, is submitting this letter to request a variance allowing for the use of a specialized Hydrodynamic Separator (HDS) to achieve stormwater quality treatment for small areas of the Redtail Ridge development that are unable to be routed to our proposed water quality basins due to grade. Of the nearly 400 acres of developed area, less than 3.75 acres are very difficult to drain to our proposed water quality and detention basins and will need to be treated via HDS systems. Specifically, a 1.16-acre basin and a 1.62-acre basin at the intersection of Campus Drive and S 96th St collectively known together as basin C-4 and the 0.86-acre basin for the proposed lift station will utilize HDS structures to achieve water quality.

As we have discussed, during the evolution of the project design, and after our initial submittal of plans, Mile High Flood District (MHFD) modified their criteria, which the City of Louisville follows, and their recommended MS4 treatment measures in 2024. S pecifically noting in Table 4-1 that HDSs do not generally meet the Runoff Reduction, Water Quality Capture Volume (WQCV) Capture Standards, nor the Pollutant Removal Standard for MS4 permit applicability.

A variance from the City of Louisville criteria is requested to allow for the use of the ADS Barracuda MAX HDS for the Redtail Ridge project because this system meets the requirements of the City's MS4 permit. As stated in comments from the city on this variance letter, the following two criteria must be met to allow for the ADS Barracuda MAX variance to be accepted.

- The Mile High flood district standard requires removal of **80-90% TSS** per the design of other water quality control designs.
- Louisville's MS4 permit has a requirement for the following for treatment and for an allowable area to not be treated:
    - (B) Pollutant Removal Standard:
        - The control measure(s) is designed to treat at a minimum the 80th percentile storm event. The control measure(s) shall be designed to treat stormwater runoff in a manner expected to reduce the event mean concentration of **total suspended solids (TSS) to a median value of 30 mg/L** or less.

ADS has provided two letters for the two locations on site which are proposed to use the HDS systems. Each letter, attached to this variance, indicates that the average removal efficiency calculated based on data collected by an independent third-party review was **80.1%** and that using the median event mean concentration for urban land uses, the discharge effluent mean concentration was reduced to less than 30 mg/L at **19.1 mg/L**.

For these reasons, we request the ADS Barracuda MAX be allowed within the limits of Redtail Ridge to treat for pollutant removal in the basins which cannot otherwise drain to the proposed water quality and detention ponds.

Please contact me if you have any questions or require additional information at tsayler@hkseng.com or 303-623-6300.

Timothy Sayler, P.E.

Project Manager

Harris Kocher Smith

**Analysis of Barracuda MAX Removal Efficiencies**
**Project Name: Redtail Ridge – Filing 1**
**Unit: Unit C-4**
**Location: Louisville, CO**

**Project Information:**

WQ Flow rate: 1.13 cfs
100–Year Bypass Flow: 7.26 cfs

**Barracuda MAX S4**

Treatment Capacity: 1.52 cfs
Peak Bypass Capacity: 10.5 cfs

**Treatment System Information:**

The below table demonstrates the Barracuda MAX system achieves an annualized weighted removal efficiency of 80.1% for incoming flows below, at, and above the listed treatment capacity of the specified system. These removal efficiencies were calculated based on data collected by Boggs Environmental Consultants, Inc during an independent third-party review of a Barracuda MAX water quality system. The testing performed follows the procedure outlined in the NJCAT verification program.

| Fraction of MTR | Flow Rate (cfs) | Removal Efficiency | NJCAT Weighting Factor |
|---|---|---|---|
| 25% | 0.38 | 99.6% | 0.25 |
| 50% | 0.76 | 87.0% | 0.30 |
| 75% | 1.14 | 74.4% | 0.20 |
| 100% | 1.52 | 61.8% | 0.15 |
| 125% | 1.90 | 49.2% | 0.10 |
| **Average Removal Efficiency** | | **80.1%** | |

The 101 mg/L TSS incoming concentration is the "Median Event Mean Concentration for Urban Land Uses" provided by the Nationwide Urban Runoff Program (NURP).

| Incoming EMC (mg/L) | WQ Flow Rate (cfs) | Removal Efficiency (%) | Discharge EMC (mg/L) |
|---|---|---|---|
| 101 | 1.13 | 74.4% | 25.9 |

As shown above, the proposed Barracuda MAX S3 system for the Redtail Ridge Filing No.1 Unit: C-4 has an expected reduction of Effluent Mean Concentration to less than 30mg/l, thus meeting the Colorado MS4 Performance Standard.

**Analysis of Barracuda MAX Removal Efficiencies**
**Project Name: Redtail Ridge – Lift Station**
**Unit: Lift Station**
**Location: Louisville, CO**

**Project Information:**

| | |
|---|---|
| WQ Flow rate: | 0.32 cfs |
| 100–Year Bypass Flow: | 2.42 cfs |

**Barracuda MAX S3**

| | |
|---|---|
| Treatment Capacity: | 0.85 cfs |
| Peak Bypass Capacity: | 2.50 cfs |

**Treatment System Information:**

The below table demonstrates the Barracuda MAX system achieves an annualized weighted removal efficiency of 80.1% for incoming flows below, at, and above the listed treatment capacity of the specified system. These removal efficiencies were calculated based on data collected by Boggs Environmental Consultants, Inc during an independent third-party review of a Barracuda MAX water quality system. The testing performed follows the procedure outlined in the NJCAT verification program.

| Fraction of MTR | Flow Rate (cfs) | Removal Efficiency | NJCAT Weighting Factor |
|---|---|---|---|
| 25% | 0.38 | 99.6% | 0.25 |
| 50% | 0.76 | 87.0% | 0.30 |
| 75% | 1.14 | 74.4% | 0.20 |
| 100% | 1.52 | 61.8% | 0.15 |
| 125% | 1.90 | 49.2% | 0.10 |
| **Average Removal Efficiency** | | **80.1%** | |

The 101 mg/L TSS incoming concentration is the "Median Event Mean Concentration for Urban Land Uses" provided by the Nationwide Urban Runoff Program (NURP).

| Incoming EMC (mg/L) | WQ Flow Rate (cfs) | Removal Efficiency (%) | Discharge EMC (mg/L) |
|---|---|---|---|
| 101 | 0.32 | 99.6 | 0.4 |

As shown above, the proposed Barracuda MAX S3 system for the Redtail Ridge Lift Station Unit: Lift Station has an expected reduction of Effluent Mean Concentration to less than 30mg/l, thus meeting the Colorado MS4 Performance Standard.

# DESCRIPTION

## SITUATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 3, REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29;
THENCE SOUTH 08°19'35" WEST, A DISTANCE OF 1,001.60 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 AND THE **POINT OF BEGINNING**;
THENCE SOUTH 00°00'35" WEST ALONG SAID EAST LINE, A DISTANCE OF 15.30 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 44.35 FEET, SAID CURVE HAVING A RADIUS OF 54.50 FEET, A CENTRAL ANGLE OF 46°37'14", AND A CHORD WHICH BEARS SOUTH 79°38'35" WEST A CHORD DISTANCE OF 43.13 FEET;
THENCE SOUTH 56°19'58" WEST, A DISTANCE OF 2.56 FEET TO THE EAST LINE OF THAT ACCESS EASEMENT GRANTED BY SAID REDTAIL RIDGE FILING NO. 1 AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 15.40 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 29°24'16", AND A CHORD WHICH BEARS NORTH 43°35'22" WEST A CHORD DISTANCE OF 15.23 FEET;
THENCE NORTH 56°19'58" EAST, A DISTANCE OF 5.19 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 53.12 FEET, SAID CURVE HAVING A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 43°47'36", AND A CHORD WHICH BEARS NORTH 78°13'46" EAST A CHORD DISTANCE OF 51.84 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 779 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 89°42'42" WEST, BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" BRASS CAP STAMPED "1998 PLS 16401" AND MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "MERRICK & CO 2009 PLS 33200".


PREPARED BY: AARON MURPHY
PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300





Plotted: WED 07/30/25 3:24:12P By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_accs_lot 1 block 3.dwg Layout: desc


HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

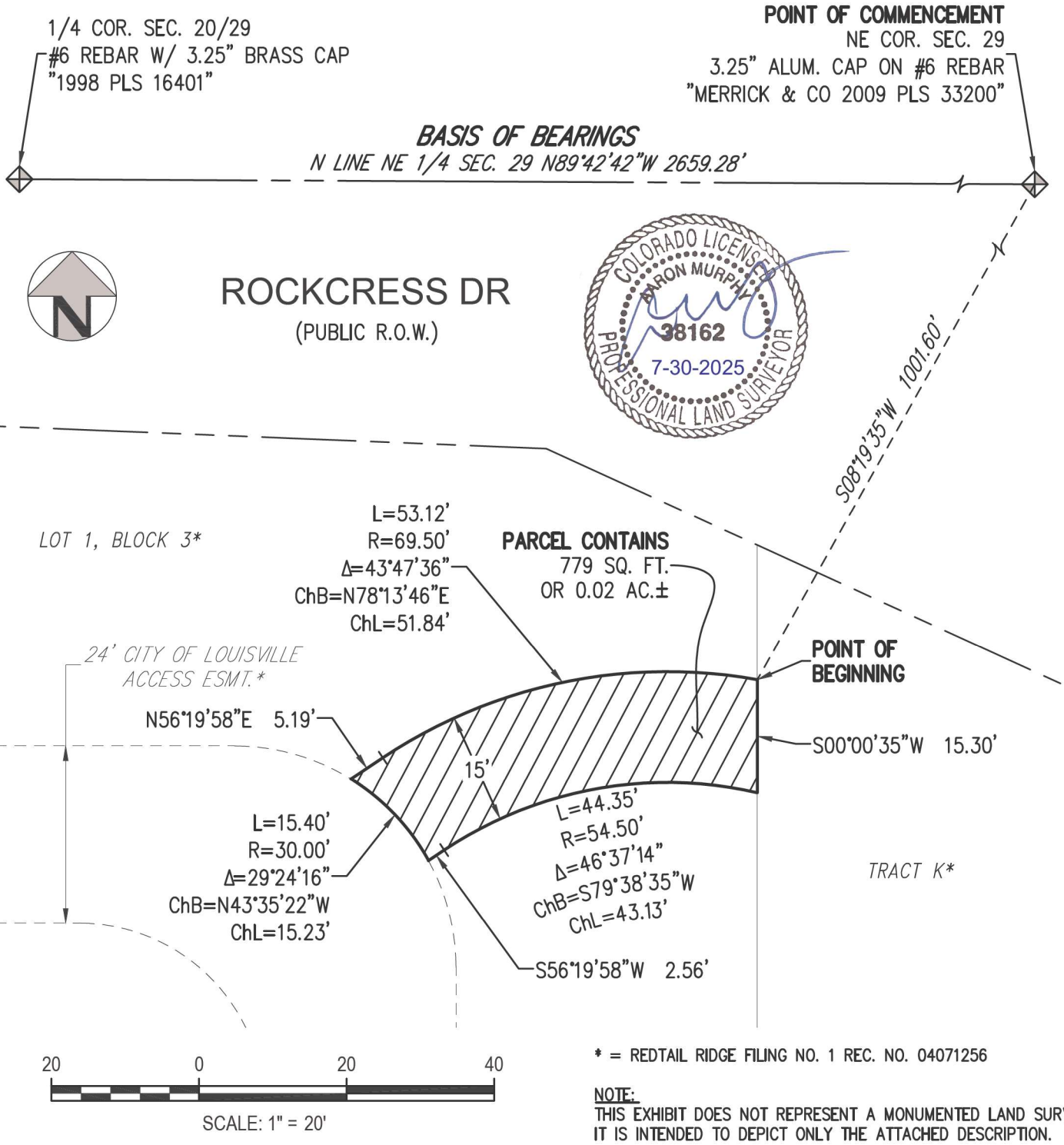

DESCRIPTION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG

SHEET NUMBER
1
374 OF 2

# ILLUSTRATION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO




* = REDTAIL RIDGE FILING NO. 1 REC. NO. 04071256

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED DESCRIPTION.

Plotted: WED 07/30/25 3:24:13P By: Aaron Murphy Filepath: p:\2019\190108\survey\esmt_accs_lot 1 block 3.dwg Layout: illus


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HarrisKocherSmith.com


ILLUSTRATION

PROJECT #: 190108
CHECKED BY: AWM
DRAWN BY: TWG
SHEET NUMBER 2 OF 2

**RESOLUTION NO. 17**
**SERIES 2025**

**A RESOLUTION RECOMMENDING APPROVAL OF THE REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT**

**WHEREAS**, there has been submitted to the Louisville Planning Commission an application for a planned unit development to construct a lift station on the property located at 1020 Rockcress Drive; and

**WHEREAS,** the subject property, Tract K, Redtail Ridge Filing No. 1, is in the Planned Community Commercial (PC) Zone District; and

**WHEREAS**, City staff have reviewed the information submitted and found that the application complies with the Louisville zoning regulations, design standards and other applicable sections of the Louisville Municipal Code; and

**WHEREAS**, the Planning Commission has considered the application at a duly noticed public hearing on November 13, 2025, where evidence and testimony were entered into the record.

**NOW THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of the Redtail Ridge Lift Station Planned Unit Development to allow the construction of a lift station on the property at 1020 Rockcress Drive with the following condition(s):

- The photometric plan shall be amended to have no light spill outside property boundaries.

**PASSED AND ADOPTED** this 13th day of November, 2025.

By: Steve Brauneis
Steve Brauneis, Chair
Planning Commission

Attest: Cullen Choi
Cullen Choi, Secretary
Planning Commission

City of Louisville
COLORADO • SINCE 1878

# City Council

*December 16, 2025*
*Public Hearing*

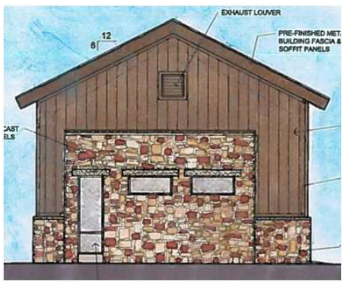
## 1020 Rockcress Drive

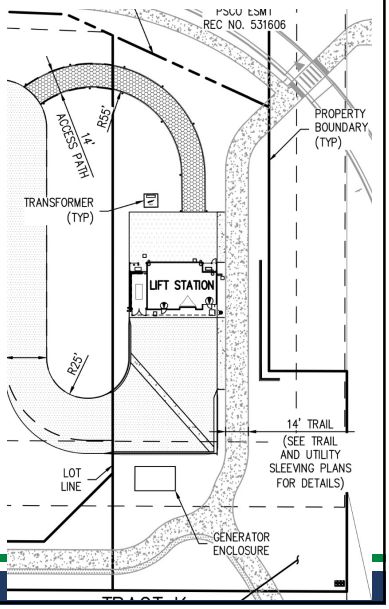
RESOLUTION NO. 106, SERIES 2025; A RESOLUTION APPROVING THE REDTAIL RIDGE LIFT STATION PLANNED UNIT DEVELOPMENT

City of Louisville

# Proposal & Recommendation

- Construct a 1,031 sq. ft., 1-story building
- Screened mechanical equipment areas and landscaping
- Property access for operation and maintenance workers only
- 2 waivers requested
- Planning Commission recommended conditional approval on November 13, 2025
- Staff recommend approval of Resolution No. 106, Series 2025




City of Louisville

**SUBJECT:** **DISCUSSION / DIRECTION: COLORADO WILDFIRE RESILIENCY CODE AND CITY FIRE HARDENING CODE FOR STRUCTURES**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR**
**CHAD ROOT, CHIEF BUILDING OFFICIAL**

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

**SUMMARY:**
Staff is presenting information on the State's minimum Wildland Urban Interface (WUI) code for discussion and direction. This discussion is intended to provide City Council with an overview of the State WUI code and provide an opportunity for feedback before staff drafts a local code for the formal adoption process. This review session will introduce the relevant topics, and staff anticipates that additional follow-up meetings and discussions will be needed before drafting a local code for adoption. The draft of the local code will also be reviewed by the Building Code Board of Appeals (BCBOA) before presenting the code to City Council for adoption.

Staff is also seeking direction on if Council is interested in adding defensible-space landscaping standards to the City's Fire Hardening Code for Structures (LMC Chapter 15.70). This code applies city-wide and is separate from the WUI code, which is intended to regulate only the developed areas at the interface with wildland vegetation that present elevated fire risk.

**BACKGROUND / PRIOR DISCUSSIONS:**

**SB23-166**
In 2023, the State passed SB23-166, which established the process for developing a minimum State WUI code and set requirements for local adoption of the State code or a local code meeting or exceeding State standards by April 1, 2026, with implementation required by July 1, 2026.

SB23-166 created the Wildfire Resiliency Code Board (WRCB) to develop and administer the State code. The Board membership is made up of a wide range of technical, industry, and local government experts. This includes 21 voting representatives from local municipal and county government, homebuilding and building code professions, fire behavior specialists, fire service professionals, property and casualty insurers, public and private utilities, and land-use planners. Three ex-officio members were also included on the WRCB from the State Forest Service, the State Department of Fire Protection and Control, and the Colorado Resiliency Office.

Development of the State code included extensive public outreach and feedback from the general public, industry representatives, building and fire science experts, local government representatives, and fire service professionals, which all informed the drafting of the code. Public meetings and public hearings were held throughout the State, exceeding the minimum requirements for public input included in the State legislation. The final draft of the code represents a consensus of the broad range of expertise included on the WRCB, extensive public input, and in consideration of the State-wide application of the code.

The WRCB adopted the 2025 Colorado Wildfire Resiliency Code (CWRC) and corresponding map on June 1, 2025, and adopted associated Rules and Regulations on July 1, 2025, establishing the State minimum standards.

Link: SB23-166
Link: Adopted Wildfire Resiliency Code
Link: Adopted Rules and Regulations
Link: Adopted Wildfire Resiliency Code Map (CWRC Map)

The CWRC defines the WUI as:
"That geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels."

The purpose of the State minimum code is to establish standards for development at the interface with wildland or vegetative fuels. It is not intended to provide broader fire-resiliency standards across an urban environment, as Louisville's Fire Hardening Code for Structures (LMC Chapter 15.70) does.

*Fire Intensity Classifications*
The CWRC establishes and maps three Fire Intensity Classifications: Low, Moderate, and High. These classifications are based on factors including vegetative fuel types, anticipated flame length, terrain and topography, rate of spread and spotting, and suppression difficulty.

The CWRC map was developed with the State Forest Service and is based on the 2022 Colorado Wildfire Risk Assessment (CO-WRA), which is also used for the State Forest Service's Wildfire Risk Viewer. The CWRC Map uses the CO-WRA data and aggregates and "smooths" the base data to account for local variability.

*Regulated Elements*
The CWRC regulates both Structure Hardening (Chapter 4) and Site and Area Requirements (Chapter 5) for new or existing development within Fire Intensity Classification areas. Site and Area Requirements, commonly referred to as "defensible space" standards, govern landscaping, fencing, storage of materials, and related features around structures.

Two classes of requirements apply:

- Class 1 standards apply to Low-intensity areas
- Class 2 standards apply to Moderate- and High-intensity areas

### Low Intensity

**Key Characteristics Include:**

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**Class 1** Structure Hardening and Site and Area Requirements

### Moderate Intensity

**Key Characteristics Include:**

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

### High Intensity

**Key Characteristics Include:**

1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

**Class 2** Structure Hardening and Site and Area Requirements

*Summary of the Main Provisions of the CWRC*

**Class 1 – Structure Hardening**

Building material and construction standards for:

- Roof coverings
- Gutters and downspouts
- Vent openings

**Class 2 – Structure Hardening**

Includes all Class 1 standards, plus additional standards for:

- Exterior walls
- Flashing
- Underfloor enclosures
- Decking surface
- Building projections
- Exterior windows
- Exterior doors
- Garage doors
- Detached accessory structures within 50 feet

**Class 1 – Site and Area Requirements**

Immediate Zone (0–5 feet from structure):

- Noncombustible hard-surface ground cover
- Planting prohibited, except ignition-resistant plants from the State Forest Service's Low-Flammability Landscape Plants list

Additional Class 1 requirements include:

- Tree pruning within 10 feet of structures
- Fences and retaining walls within 8 feet of structures
- Marking roads, fire protection equipment, and addresses

**Class 2 – Site and Area Requirements**

Includes all Class 1 standards, plus:

Intermediate Zone (5–30 feet)

- Removal of dead plant materials
- Reduction of surface fuel accumulation
- Tree spacing and pruning
- Shrub spacing

Expanded Zone (30–100 feet)

- Tree crown spacing requirements

*Additional Provisions*

The CWRC includes appendices on Permits, Construction Documents, and Inspections and Enforcement.

The CWRC is not retroactive and includes the following additional provisions:

- Additions to existing structures with a footprint of 500 sq. ft. or more must comply
- Roof covering replacement exceeding 25% of roof area must comply
- Exterior wall replacement exceeding 25% of exterior wall area must comply
- Exemptions and variances are provided for historic structures
- A "Ground Truthing" process allows Code Officials to adjust classifications based on site-specific conditions and vegetative fuels within 300 feet

The Rules and Regulations allow jurisdictions to adopt a local map consistent with State standards. Jurisdictions may also petition the WRCB for code modifications. Local Code Officials may approve alternative materials, designs, and methods that meet the code's intent.

**Ordinance No. 1884-2024 – Fire Hardening Code for Structures**
On November 4, 2024, City Council adopted Ordinance No. 1884, Series 2024, establishing city-wide minimum fire-hardening standards for all new residential and commercial structures – the Fire Hardening Code for Structures. Adoption followed City Council's July 30, 2024 discussion, which evaluated options for adopting local WUI and structure-hardening codes.

The code regulates the following building systems:

- Roof coverings
- Siding and eave materials
- Deck surface materials
- Vent coverings
- Gutter materials and guards
- Fencing materials (within 5 feet of structures)
- Solar panel screens

The code is intended to address both wildland fires and conflagration fires and was initiated based on a recommendation from the Louisville Fire Protection District. At the time of adoption, City Council was aware that the State WUI code was forthcoming and chose to limit scope pending adoption of a local WUI code.

The 2025 City Council Work Plan includes evaluation of adding defensible-space landscaping standards to the city-wide fire-hardening requirements.

LINK: July 30, 2024 City Council Discussion/Direction Memorandum
LINK: November 4, 2024 City Council Code Adoption Memorandum

**ANALYSIS:**

**Wildfire Spread**
Fire spreads from wildland areas to structures through embers, radiant heat, or direct flame contact. Ember spread is the most common mechanism for wildland fire ignition of structures. Embers can ignite fuels around a structure, enter through vents or other openings, or directly ignite exterior building materials. Understanding the most likely pathways for fire to transition from wildlands into urban areas helps prioritize appropriate mitigation strategies. For example, a Home Hardening building code may focus primarily on preventing ember intrusion, since it is the most frequent source of ignition. A WUI code, by contrast, may place additional emphasis on landscaping and vegetation maintenance to reduce the risk of direct flame contact and fire spread through nearby trees or shrubs.

Link: Summary of How Fire Spreads in the WUI (nist.gov)

In addition, three main environmental factors influence wildland fire intensity and spread: topography, weather, and fuel. Steep slopes, channels, and gullies accelerate fire spread, and these natural features offer limited opportunities for mitigation. Weather, particularly wind and drought, also plays a major role in fire behavior and cannot be controlled. During the Marshall Fire, extreme wind and prolonged drought significantly contributed to fire spread both from wildland areas into urban neighborhoods and to the rapid conflagration within the neighborhoods themselves.

The type and amount of vegetation, or vegetative fuel, also affects fire intensity. Different vegetation types produce different ember loads, radiant heat levels, and flame spread characteristics.

**Staff Recommended Amendments to CWRC**
Staff recommends using the CWRC as the baseline for a local code but recommends adding the following provisions to strengthen the code and align it with the city-wide Fire Hardening Code for Structures:

<u>Add the following provisions to Class 1 – Structure Hardening:</u>

- Fire resistant siding meeting Class A standards.
- Fire resistant eaves meeting Class A standards.
- Fire resistant decking surface, stairs, and railings meeting Class A standards and require the surface below a deck 6 feet or closer to the ground to be concrete or gravel above 6 mil plastic.
- Gutter covers to prevent accumulation of debris.

Add the following provisions to Class 2 – Structure Hardening:

- Fire-resistant siding meeting Class A standards.
- Fire-resistant eaves meeting Class A standards.
- Fire-resistant decking surface, stairs, and railings meeting Class A standards, and a requirement that the surface below any deck located 6 feet or closer to the ground be concrete or gravel placed above 6-mil plastic.

While the City's Fire Hardening Code for Structures only allows Class A exterior materials, the CWRC allows several alternatives to Class A building materials that are considered "Noncombustible." Some of these alternatives are less stringent than Class A standards in order to provide greater flexibility for meeting strengthened standards above base codes, adding to building resilience, while still taking into consideration other factors such as cost, feasibility, design preferences, and a wide range of building types across the State.

The CWRC also only regulates deck surfaces material, but not railings or materials under a deck, as does the City's Fire Hardening Code for Structures. Railings are typically open and do not have the same capacity to collect embers as would a solid property boundary fence. The deck surface material hardening addresses a primary safety concern around egress from the building in case of a fire.

Add the following provision to Class 2 – Site and Area Design:

- Dormant grasses and weeds must be mowed to a height not to exceed six inches

There may also be value in creating additional categories of regulation for Louisville depending on City Council direction. For example, the City could create a third class applicable city-wide that reflects the existing Fire Hardening Code for Structures, either as currently drafted or with amendments, and then establish two additional classes of regulations based on fire-risk levels.

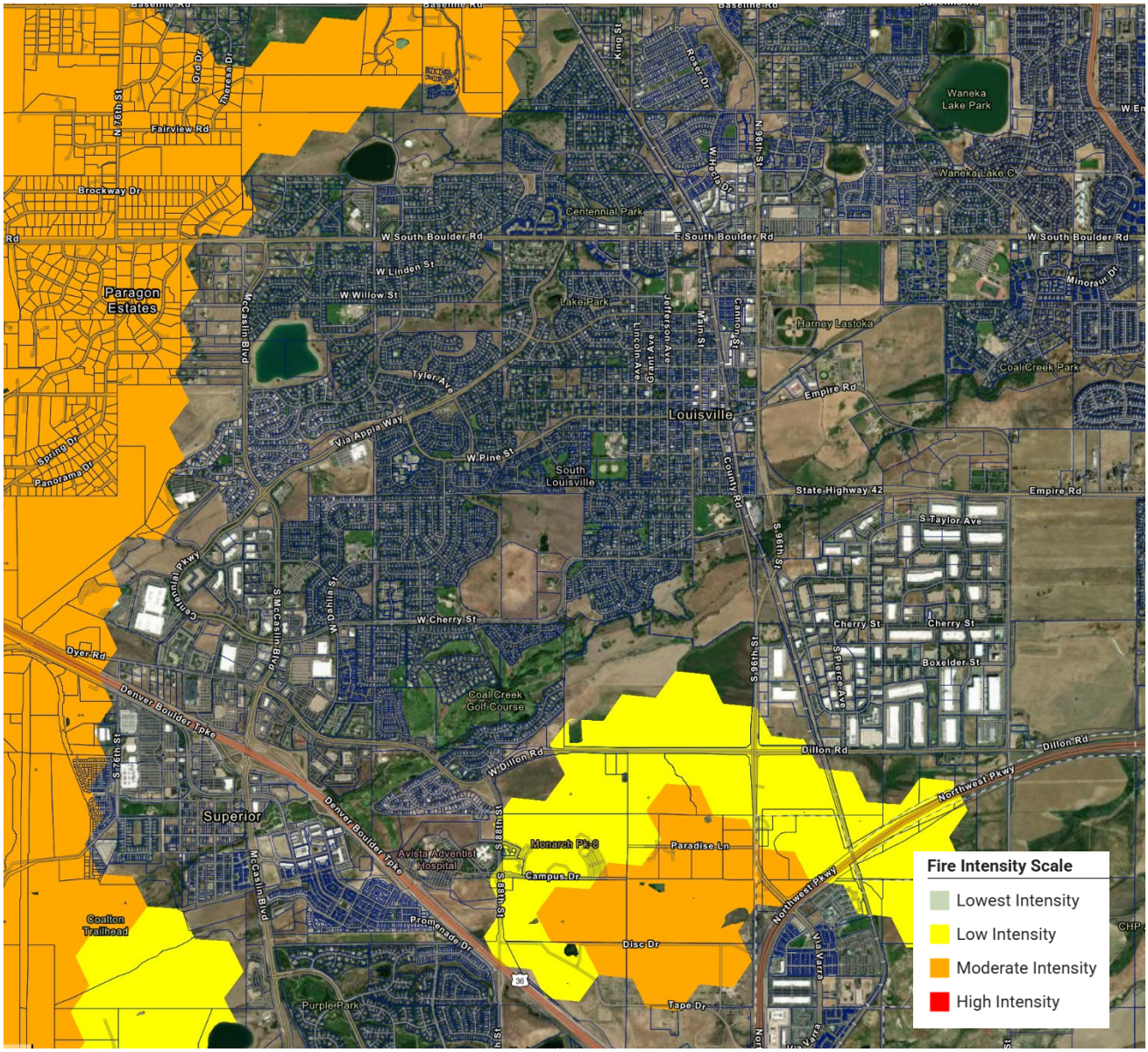
**Regulatory Map**

The CWRC Map designates the minimum areas subject to the State code standards based on probable fire intensity and the potential for fire spread within those areas. The classification layers have been adjusted using smoothing, filtering, and aggregation techniques to address the granular variability present in the underlying data and to eliminate small "occluded" areas in urban environments that present relatively low risk. As previously discussed, these mapping classifications determine where the Class 1 or Class 2 standards apply.

In Louisville, large areas to the west and north of the City are designated as Moderate Fire Intensity. There is also an area south of the City, including portions of the Warembourg, Bowes, and Admore Open Spaces; the Monarch K–12 Campus; the Coal Creek Medical Campus; Juniper Village Assisted Living; and parts of Redtail Ridge—

that is mapped as Low and Moderate Fire Intensity. There are no areas designated as High Fire Intensity within proximity to Louisville.

*Figure 2: 2025 CWRC Map*



Council will need to consider if there are desired amendments to this map. The City may consider adopting a map that is more stringent than the CWRC Map or conduct its own study to develop a local map based on the same technical factors used to develop the CWRC Map. The CO-WRA mapping data and the Wildfire Risk Viewer, which provide the baseline data for the CWRC Map, also include several other data layers and more granular data that may inform a local map for Louisville.

In addition, the Louisville Fire Protection District (LFPD) is completing a Wildfire and Conflagration Risk Assessment that is scheduled for completion in early 2026. The study is being conducted by the Ember Alliance in consultation with Dr. Husaam Mahmoud of InFoRM, LLC. Staff has been working with the consultants and LFPD on preliminary modeling that will inform the final assessment. The modeling focuses primarily on conflagration risks but may also provide useful insights into WUI fire spread and structure vulnerability. A conflagration fire is one that spreads uncontrollably from structure to structure, regardless of whether the fire originated in wildland vegetation.

Considerations for determining the extent of the City's local WUI map could include:

- Major roads can function as fire breaks and may serve as logical boundaries for the map.
- Neighborhood boundaries may also provide logical mapping lines and would allow uniform regulation within each neighborhood.
- Smaller "occluded" wildland areas surrounded by development, such as Coyote Run Open Space and Daughenbaugh/Warembourg Open Space, contain varying Fire Intensity Classifications in the Wildfire Risk Viewer but are not included in the CWRC Map. Mapping methodology may consider not regulating around such "occluded" areas, as they generally pose relatively low risk: fires in these locations are more likely to be detected early, fire personnel can typically access them quickly, and these areas do not provide the same opportunities for fire growth that could overwhelm suppression efforts.
- The Coal Creek corridor also shows varying Fire Intensity Classifications in the Wildfire Risk Viewer but is not included in the CWRC Map. While it shares some characteristics with "occluded" areas, it also poses additional fire-spread risk because it contains continuous wildland vegetation connected to larger wildland areas, increasing the potential for more extensive and harder-to-suppress fire spread.
- The potential for ember spread under high-wind conditions may also inform preferred mapping boundaries. Winds predominantly come from the west and southwest, and large areas of wildland vegetation lie west of the City. Although larger wildland areas also exist to the north, significant winds from the north are uncommon.
- The CWRC Fire Intensity Classifications are based on vegetative fuel type, anticipated flame length, terrain and topography, rate of spread and spotting, and suppression difficulty. Proximity of existing development to these areas is not fully accounted for in the CWRC Map. The CO-WRA and LFPD Wildfire and

Conflagration Risk Assessment modeling may provide additional guidance on areas that could be included within the regulatory boundaries.

**City-Wide Defensible Space Standards**
The 2025 City Council Work Plan includes consideration of adding defensible space landscaping standards to the city-wide Fire Hardening Code for Structures. Staff is seeking direction on if Council is interested in having further discussion on adding these standards City-wide.

With the initial adoption of the Fire Hardening Code for Structures, defensible space standards were discussed but ultimately not included in the final code draft. The LFPD's recommendations to adopt a structure hardening code did not include a request for defensible space standards.

In addition, there were concerns over the feasibility and staff capacity to implement city-wide defensible space standards. For such standards to be effective in reducing conflagration risk, there would need to be widespread compliance with such standards, including in already developed areas of the City.

If Council is interested in further consideration of adding defensible space standards City-wide, staff recommends that a follow-up discussion/direction session be scheduled where staff can provide additional information and analysis.

**2025 COUNCIL WORK PLAN:**
Both the WUI code adoption and consideration of city-wide defensible space standards are listed under the Council Priority for Safety.

| | |
|---|---|
| **Wildland Urban Interface (WUI) Code** | In 2024 City Council provided direction to pursue a WUI code. Senate Bill 23-166 requires the state to adopt a state-wide minimum WUI code and define areas of applicability by July 1, 2025 and includes a three-month period for local adoption. |
| **Potential Citywide Defensible Space** | An opportunity to understand potential citywide defensible space policies to aid in wildfire mitigation and preparedness. |

**FISCAL IMPACT:**
Budgeted?: **No**

**City Fiscal Impact**
Implementation of the WUI code and city-wide defensible space standards is not currently budgeted or staffed. Existing staffing levels are likely adequate for permit reviews and inspections related to Structure Hardening requirements, which can be incorporated into existing processes within the Building Division. However, Site and Area inspections and city-wide defensible space standards will require an expansion of current permit administration and may necessitate additional staffing and city resources.

**Community Fiscal Impact**
Based on a 2020 study by the National Association of Homebuilders, implementing the 2018 version of the International Wildland Urban Interface Code (IWUIC) in Colorado would result in an estimated increase in construction cost for a two-story, 2,600 sq. ft. home between $6,248 and $48,095. The CWRC is based on the IWUIC, and therefore this provides an applicable comparison of cost to standards construction methods. Most standard commercial construction methods already utilize fire resistant materials, thus, the financial impact will be limited.

Link: Cost Impact of Building a House in Compliance with IWUIC (nahb.org)

One of the desired results of the State minimum WUI code is to stabilize insurance costs, especially for those building in and near the WUI. By establishing minimum building standards and incentivizing new development outside of high-risk areas, the hope is that there will be a more resilient built environment resulting in fewer insurance claims. It is staff's understanding that the insurance industry has its own proprietary WUI mapping and methodology, and does not use other sources, such as the CWRC Map, to underwrite insurance.

**ALTERNATIVE(S):**
The following are questions for Council to help inform next steps for drafting the City's local WUI code and map, and potential changes to the city-wide Fire Hardening Code for Structures:

*Adoption of Local WUI Code*

- Does Council support staff's recommended strengthening amendments to the base CWRC for Structure Hardening and Site and Area Design? Are there additional amendments Council would like staff to consider or include in the draft code, or any further information Council would like regarding the Structure Hardening and Site and Area Design requirements?
- Rather than identifying specific map boundaries at this meeting, staff recommends that Council take time to review and consider the various maps, datasets, and methodologies used in developing the different maps, and review the LFPD Wildfire and Conflagration Risk Assessment when it is complete early next year. Staff has also provided a list of mapping considerations outlined earlier in this report that Council may provide input or direction around. Staff

would then develop draft mapping options based on this preliminary Council input and provide analysis and pros and cons of the different mapping options at a future meeting.

- Would City Council like to have a public input meeting to review mapping options and the staff-recommended Structure Hardening and Site and Area amendments recommended by staff prior to further review and consideration?

*Adoption of City-Wide Defensible Space Standards*

Is Council interested in having further discussion on adding City-wide defensible space standards to the Fire Hardening Code for structures? If so, staff could develop further analysis of costs, administrative requirements, and other pros and cons for adding these standards city-wide.

**RECOMMENDATION:**

Staff recommends using the CWRC as the base code and adding the following provisions to strengthen the standards and align them with the city-wide Fire Hardening Code for Structures code:

Add the following provisions to Class 1 – Structure Hardening:

Fire resistant siding meeting Class A standards.

- Fire resistant eaves meeting Class A standards.
- Fire resistant decking surface, stairs, and railings meeting Class A standards and require the surface below a deck 6 feet or closer to the ground to be concrete or gavel above 6 mil plastic.
- Gutter covers to prevent accumulation of debris.

Add the following provisions to Class 2 – Structure Hardening:

- Fire-resistant siding meeting Class A standards.
- Fire-resistant eaves meeting Class A standards.
- Fire-resistant decking surface, stairs, and railings meeting Class A standards, and a requirement that the surface below any deck located 6 feet or closer to the ground be concrete or gravel placed above 6-mil plastic.

Add the following provision to Class 2 – Site and Area Design:

- Dormant grasses and weeds must be mowed to a height not to exceed six inches

Staff does not have a specific recommendation on the final WUI map at this time and is seeking feedback on Council's highest priorities and the key tenets and principles Council would like reflected in a local WUI map. Based on Council's direction, staff will develop mapping options and provide additional analysis, including pros and cons for the different options. Council will then be able to provide additional guidance on a final draft local map to be considered with the code adoption.

Staff does not have a specific recommendation regarding the addition of city-wide defensible space landscaping standards to the Fire Hardening Code for Structures and is seeking direction from Council. Based on Council direction, next steps would be for staff to develop further analysis of costs, administrative requirements, and other pros and cons for adding these standards city-wide.

**ATTACHMENTS:**

1. Staff Presentation

# City Council Discussion/Direction

*December 16, 2025*

- **City Adoption of Colorado Wildfire Resiliency Code (CWRC)**
- **Addition of Defensible Space Standards to Fire Hardening Code for Structures (LMC Chapter 15.70)**

*Presented by Rob Zuccaro, Community Development Director*

City of Louisville

## Council Questions

Staff is presenting four main topics for Council feedback:

1. Support for CWRC base code and staff recommended strengthening amendments to Structure Hardening and Site and Area Design
2. Consideration of adding Immediate Zone (0-5 feet from structure) defensible space standards to City-wide Fire Harding Code for Structures
3. Feedback on additional permitting and administrative processes for defensible space standards
4. Feedback on mapping priorities, key tenants and principles to be used in development of regulatory map

- *Other questions or direction for staff?*

City of Louisville

# How Wildfires Spread




## How Fire Spreads in the WUI

**PREVENTING OR ISOLATING FIRE THROUGHOUT A COMMUNITY *CAN* SAVE HOMES.**

Large destructive fires transition from wildlands into urban/urban-interface conflagrations via radiation, direct flame contact, and ember exposures.

- **Radiant** exposures occur when large flames from either wildfire or structural fires are close to exposed structural elements. The intensity of thermal radiation reduces with increasing distance.
- **Direct flame contact** occurs when flames from nearby fires, such as burning wood piles, vegetation, or structures come in direct contact with structural components.
- **Embers** are responsible for the majority of structure losses in WUI fires. Embers present high fire hazards as they can:
  1. directly ignite exterior structural components by radiant heating.
  2. accumulate and the pile of smoldering embers can ignite the fuel which may transition to flaming.
  3. penetrate the structure via openings and ignite flammable components within the structure.
  4. ignite vegetative fuels and other combustibles.
  5. spread fire hours after the "fire front" has passed.

- Wildfire is a natural part of many ecosystems and necessary for ecosystem health, and it reduces buildup of wildland fire fuels, lessening potential for fire intensity and spread.
- Widespread fire suppression in wildland areas has disrupted natural fire cycles and increased fire intensity in many areas.

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# How Wildfires Spread

United States Annual Fire Occurrence Data: Interagency Fire Center

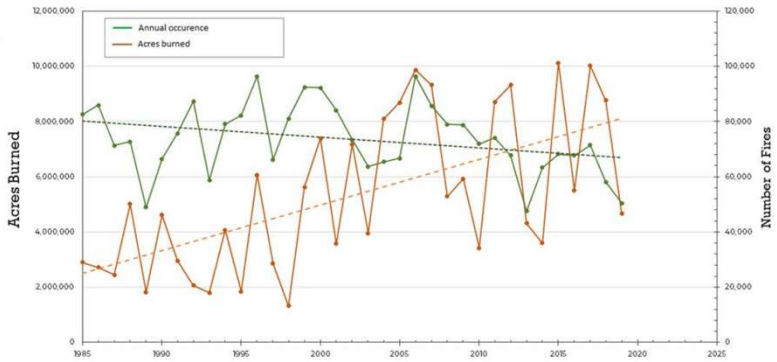



*Figure 5. Number of fires (green) and acres burned (brown) since 1985. Linear trend lines (dashed) are also included. Data courtesy of the Interagency Fire Center.*

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# How Wildfires Spread

- Increasing development encroachment in and near wildland areas, along with more fuels has led to more wildland fires turning into conflagration fires.
- Conflagrations are fires that spread uncontrollably from structure to structure, regardless of whether the fire starts within a wildland area.
- Wildland fires have higher likelihood of being not being detected early and spreading to large areas that are difficult to suppress.

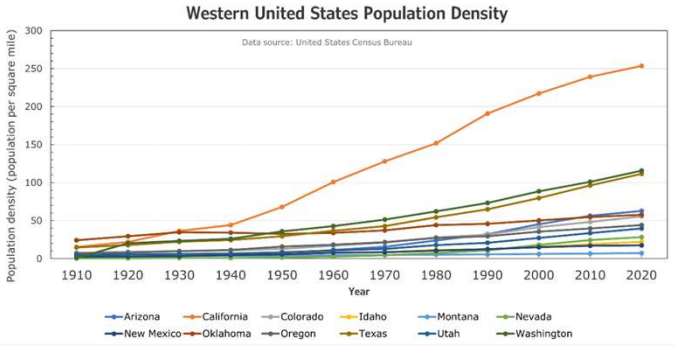



*Figure 1: Time history of population density across thirteen western US states. Data source: US Census Bureau*

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# SB23-166: Colorado Wildfire Resiliency Code

- Establishes State-wide minimum code standards for a Wildland Urban Interface (WUI) building code.
- Code developed by Wildfire Resiliency Code Board (WRCB)
  - 21 Voting Members: representing local government, homebuilding and building code professions, fire behavior specialists, fire service professionals, property and casualty insurers, public and private utilities, and land-use planning. Ex Officio Members: State Forest Service, the State Department of Fire Protection and Control, and the Colorado Resiliency Office
- 2025 CWRC, CWRC Map, and Rules and Regulations Adopted in June and July 2025. City must adopt code or local code that meets or exceeds standards by April 1, 2026, and implement code by July 1, 2026
- WUI Definition: "That geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels."

City of Louisville

# SB23-166: Colorado Wildfire Resiliency Code

- Establishes three Fire Intensity Classifications and Two Classes of Regulations

Low Intensity

**Key Characteristics Include:**

1. **Fuels**: Light to medium surface fuels, including grasses, shrubs, and scattered vegetation (e.g., WNL, USL fuel types).
2. **Flame Length**: Less than 2 feet.
3. **Rate of Spread**: Low, increasing with *slopes* over 20 percent.
4. **Spotting**: Very short-range spotting is possible under windy conditions.
5. **Terrain Influence**: More active fire behavior on moderate *slopes* (20 to 30 percent).
6. **Suppression Difficulty**: Easily suppressed by trained firefighters using basic protective gear and hand tools. Direct attack is effective, and mechanized support is rarely needed.

**Class 1** Structure Hardening and Site and Area Requirements

Moderate Intensity

**Key Characteristics Include:**

1. **Fuels**: Moderate to heavy fuels, including dense shrublands, small trees, timber litter, and canopy fuels (e.g., USH, UIH fuel types).
2. **Flame Length**: Up to 8 feet.
3. **Rate of Spread**: Moderate to high, increasing significantly on *slopes* over 30 percent.
4. **Spotting**: Short-range spotting is common.
5. **Terrain Influence**: Steep *slopes* (30 percent or greater) increase fire spread and intensity.
6. **Suppression Difficulty**: Challenging for ground crews without support from engines, dozers, or aircraft. Dozers and plows are generally effective on moderate terrain.

High Intensity

**Key Characteristics Include:**

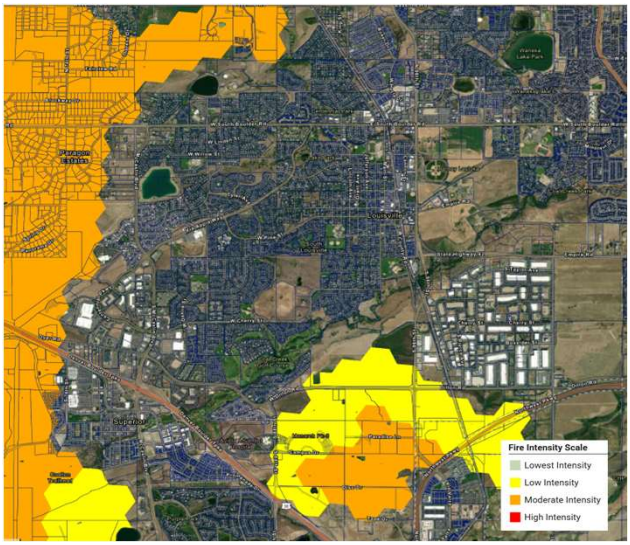
1. **Fuels**: Heavy fuels, including dense forests, urban core areas with heavy fuel loads, and canopy-dominated regions (e.g., WNH, USH, UCH fuel types).
2. **Flame Length**: Up to 30 feet or more.
3. **Rate of Spread**: Rapid, especially on *slopes* greater than 40 percent.
4. **Spotting**: Short-range spotting is common; medium-range spotting is possible under windy conditions.
5. **Terrain Influence**: *Slopes* over 40 percent amplify intensity and spread, creating dangerous conditions for suppression.
6. **Suppression Difficulty**: Direct attack by ground forces and dozers is generally ineffective. Indirect strategies (backburning, aerial support) are often necessary. These fires present significant danger to life, property, and responder safety.

**Class 2** Structure Hardening and Site and Area Requirements

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# SB23-166: Colorado Wildfire Resiliency Code

- CWRC Map – Aggregates and "Smooths" Fire Intensity Scale Boundaries
- Based on 2022 CO-WRA Data




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# SB23-166: Colorado Wildfire Resiliency Code

- Class 1 Structure Hardening
  - Roof coverings
  - Gutters and downspouts
  - Vent openings



Figure 11. Importance of 0-5 ft noncombustible zone (home ignition zone) for a home under ember attack.

- Class 2 Structure Hardening

  Includes all Class 1 standards, plus:
  - Exterior walls
  - Flashing
  - Underfloor enclosures
  - Decking surface
  - Building projections
  - Exterior windows
  - Exterior doors
  - Garage doors
  - Detached accessory structures within 50 feet

  *Allows several options for "Ignition Resistant" and "Non-Combustible" materials.*

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# SB23-166: Colorado Wildfire Resiliency Code

- Class 1 Site and Area

  Immediate Zone (0–5 feet from structure):
  - Noncombustible hard-surface ground cover
  - Planting prohibited, except ignition-resistant plants from the State Forest Service's Low-Flammability Landscape Plants list

  Additional requirements outside of Immediate Zone:
  - Tree pruning within 10 feet of structures
  - Fences and retaining walls within 8 feet of structures
  - Marking roads, fire protection equipment, and addresses

- Class 2 Site and Area

  Includes all Class 1 standards, plus:

  Intermediate Zone (5–30 feet from structure):
  - Removal of dead plant materials
  - Avoidance of surface fuel accumulation
  - Tree spacing and pruning from structure and above ground
  - Shrub spacing from structures and trees

  Expanded Zone (30–100 feet from structure):
  - Tree spacing from other trees (crowns 6-10 feet apart)

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# SB23-166: Colorado Wildfire Resiliency Code

Additional Provisions in CWRC:

- Appendices on Permits, Construction Documents, and Inspections
- Additions with footprint of 500 sq. ft. or more must comply for the addition
- Exterior wall replacement exceeding 25% triggers compliance for all wall materials
- Roof covering replacement exceeding 25% triggers compliance for all roof materials
- Exemptions and variances allowed for historic structures
- "Ground Truthing" process established to all adjustments based on site-specific conditions, taking into account vegetation within 300 ft. (Addresses new developments with over-lot grading that removes vegetative fuels.)

City of Louisville

# SB23-166: Colorado Wildfire Resiliency Code

- **Potential Strengthening Amendments and Alignment with City-Wide Fire Hardening Code for Structures:**

Class 1 – Structure Hardening:

- Fire resistant siding meeting Class A standards.
- Fire resistant eaves meeting Class A standards.
- Fire resistant decking surface, stairs, and railings meeting Class A standards and require the surface below a deck 6 feet or closer to the ground to be concrete or gavel above 6 mil plastic.
- Gutter covers to prevent accumulation of debris.

Class 2 – Structure Hardening:

- Fire-resistant siding meeting Class A standards. (The State code allows several alternatives, including one-hour rated wall assemblies, that would not meet Class A standards.)
- Fire-resistant eaves meeting Class A standards. (The State code allows several alternatives, including one-hour rated eave assemblies, that would not meet Class A standards.)
- Fire-resistant decking surface, stairs, and railings meeting Class A standards, and a requirement that the surface below any deck located 6 feet or closer to the ground be concrete or gravel placed above 6-mil plastic. (The State code only addresses the walking surface of decks and allows a broader range of materials.)

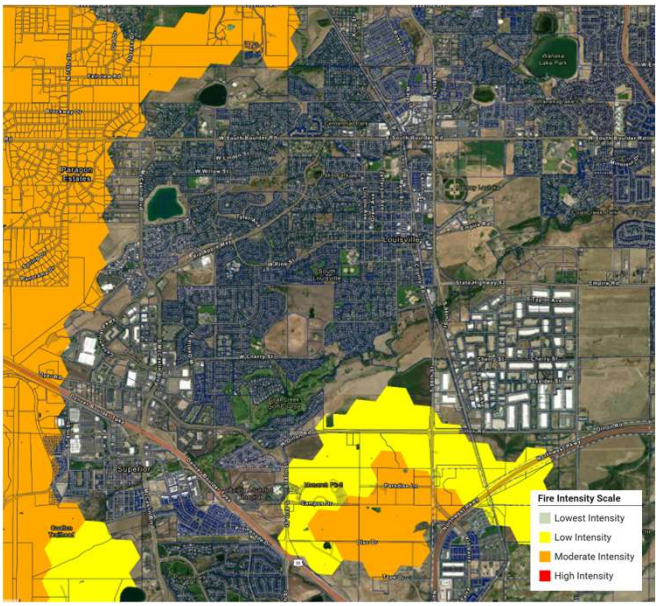
Class 2 – Site and Area Design:

- Dormant grasses and weeds must be mowed to a height not to exceed six inches

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## CWRC Map

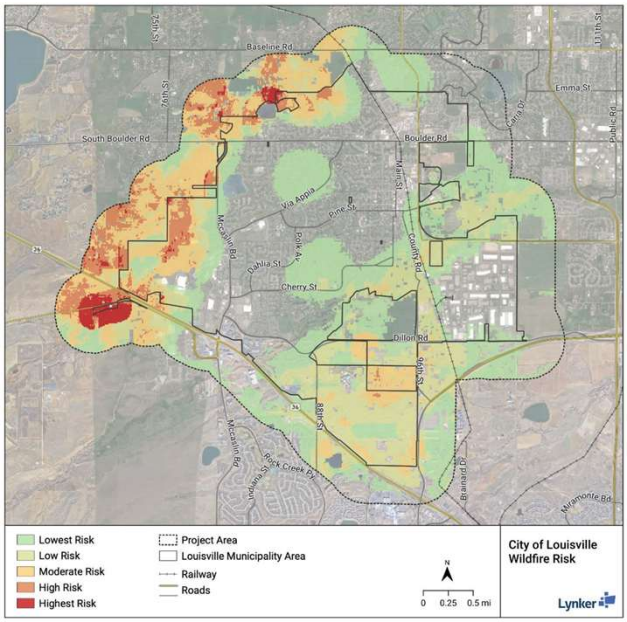
- The City has the option to adopt a map that meets or exceeds CWRC Map or develop a custom map based on same technical standards used in CWRC Map to develop Fire Intensity Classifications.
- The classification layers have been adjusted using smoothing, filtering, and aggregation techniques to address the granular variability present in the underlying data and to eliminate small "occluded" areas in urban environments that present relatively low risk.
- New and existing development within the designated fire intensity areas would be required to meet either the Class 1 or Class 2 standards.




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## Mapping Input

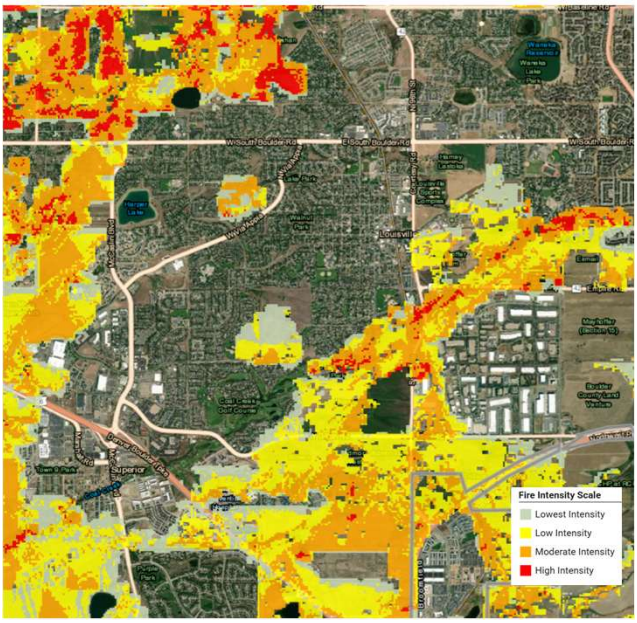
- **2023 Wildfire Risk Assessment for Public Lands**
- Uses same CO-WRA data as CWRC Map




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# Mapping Input

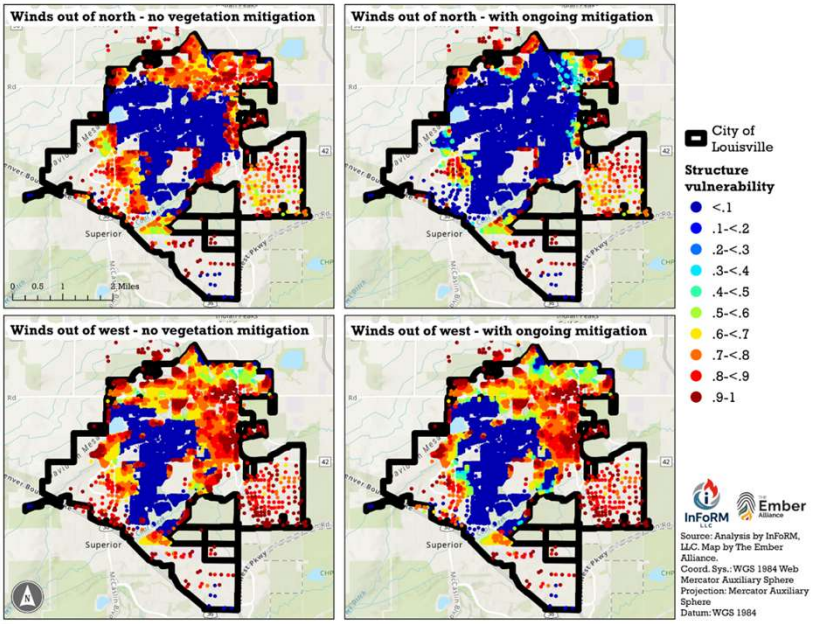
- **Colorado State Forrest Service** Wildfire Risk Viewer
- Uses same CO-WRA data as CWRC Map
- More granular 20-meter square data sets
- Includers additional layers to inform potential map boundaries, e.g.:
  - Wildland Urban Interface Risk
  - Building Damage Potential




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# Mapping Input

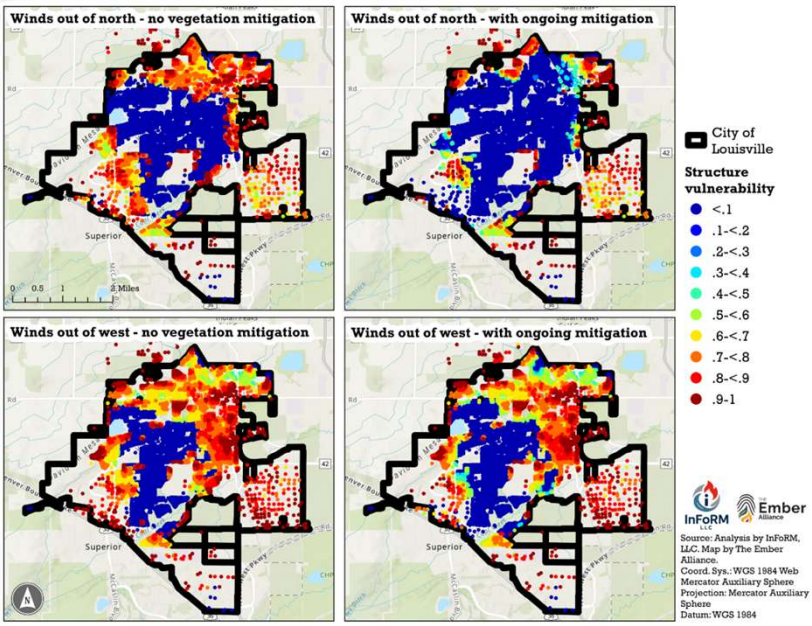
- **LFPD Wildland and Conflagration Risk Assessment**
- Study in progress, due early 2026
- Modeling focuses on Conflagration Risk but provide insights on WUI fire spread
- Analysis based on random sampling of 1,000 ignition points and represents Cumulative Potential Fire Boundaries and Structure Vulnerability
- Rating of 0.7 or greater associated with greater predicted fire spread potential
- Modeling with and without public land management and north and westerly winds.




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# Mapping Input

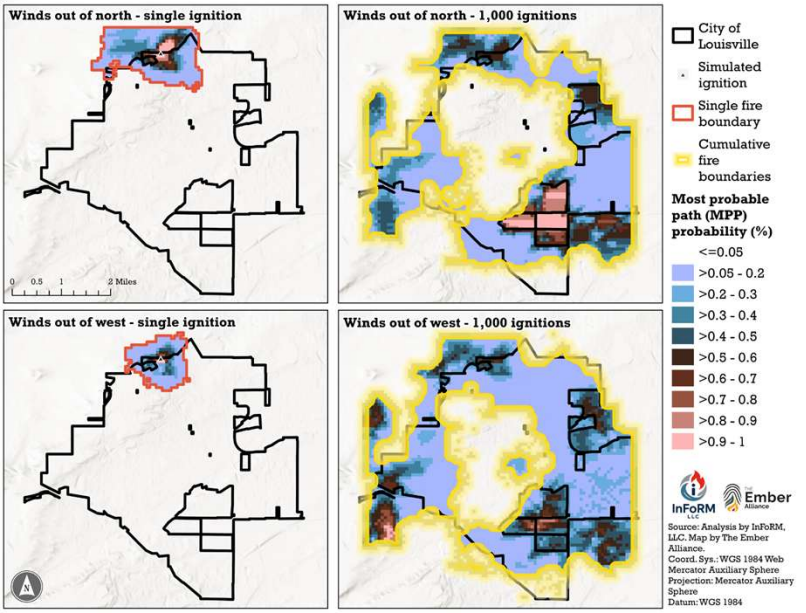
- **LFPD Wildland and Conflagration Risk Assessment**
- **Preliminary findings:**
  - In Louisville, having more properties complete high-quality defensible space treatments may be more effective than treating random vegetation throughout the city.
  - In Louisville, having a greater number of properties implementing at least some mitigation measures may be more effective than having only a few properties complete all recommended mitigation work.
  - The City's current public land vegetation mitigation efforts are reducing vulnerability.




City of Louisville

# Mapping Input

- **LFPD Wildland and Conflagration Risk Assessment**
  - Single ignition point example vs. 1,000 ignition cumulative potential fire boundary




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## Mapping Considerations

- Major roads can function as fire breaks and may serve as logical boundaries for the map.
- Neighborhood boundaries may also provide logical mapping lines and would allow uniform regulation within each neighborhood.
- Smaller "occluded" wildland areas surrounded by development, such as Coyote Run Open Space and Daughenbaugh/Warembourg Open Space, contain varying Fire Intensity Classifications in the Wildfire Risk Viewer but are not included in the CWRC Map.
  - Mapping methodology may consider not regulating around such "occluded" areas, as they generally pose relatively low risk: fires in these locations are more likely to be detected early, fire personnel can typically access them quickly, and these areas do not provide the same opportunities for fire growth that could overwhelm suppression efforts.
- The Coal Creek corridor also shows varying Fire Intensity Classifications in the Wildfire Risk Viewer but is not included in the CWRC Map.
  - While it shares some characteristics with "occluded" areas, it also poses additional fire-spread risk because it contains continuous wildland vegetation connected to larger wildland areas, increasing the potential for more extensive and harder-to-suppress fire spread.

City of Louisville

## Mapping Considerations Cont.

- The potential for ember spread under high-wind conditions may also inform preferred mapping boundaries.
  - Winds predominantly come from the west and southwest, and large areas of wildland vegetation lie west of the city. Although larger wildland areas also exist to the north, significant winds from the north are uncommon.
- With staff's recommendations for strengthening amendments to the Class 1 Structure Hardening Standards, the City's Fire Hardening Code for Structures and Class 1 standards would have the same general level of mitigation on Structure Hardening.
  - If Council adds Immediate Zone (0-5 feet from structure) defensible space standards, then in effect, the entire City would be regulated under the Class 1 standards developed for areas mapped as Low Fire Intensity.
- The CWRC Fire Intensity Classifications are based on vegetative fuel type, anticipated flame length, terrain and topography, rate of spread and spotting, and suppression difficulty. Proximity of existing development and development density are in this areas is not fully accounted for in the CWRC Map
  - The Wildfire Risk Viewer's Wildland Urban Interface Risk layer or the LFPD Wildfire and Conflagration Risk Assessment modeling may provide additional guidance on areas that could be included within the regulatory boundaries.

City of Louisville

# LMC Chapter 15.70 – Fire Hardening for Structures

- Adopted in 2024, applicable City-wide for new development and redevelopment or certain alternations
- The code regulates the following building systems:
  - Roof coverings
  - Siding and eave materials
  - Deck materials
  - Vent coverings
  - Gutter materials and guards
  - Fencing materials (within 5 feet of structures)
  - Solar panel screens
- Defensible space landscaping standards not included in original code.
- Adopted based on recommendations by the LFPD
- City Council Workplan Item for 2025

| | |
|---|---|
| **Potential Citywide Defensible Space** | An opportunity to understand potential citywide defensible space policies to aid in wildfire mitigation and preparedness. |

City of Louisville

# LMC Chapter 15.70 – Fire Hardening for Structures

**Louisville Fire Protection District Request**

Dear Mr. Mayor and City Council,

I believe the City will be reviewing and adopting new building codes this fall. The Louisville Fire Protection District would like to suggest adopting an amendment to help the Fire District protect homes. The amendment would have the following items for home hardening;

- Class A roof
- Double or triple-pane windows
- Fire resistance siding
- Fire resistance decking
- Fire resistance fencing within 5 ft of the home
- Small screen over attic vents

These items would be required only if it was new construction or if the above item is being replaced.

City of Louisville

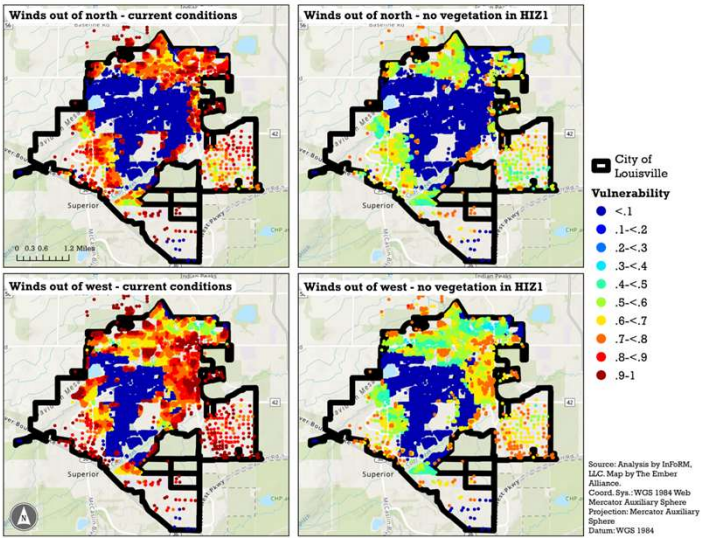
# LMC Chapter 15.70 – Fire Hardening for Structures

- Consideration of including City-wide Immediate Zone (0-5 feet from structures) defensible space standards
- CWRC Class 1 Site and Area requirements
  - Immediate Zone (0-5 feet from structure) standards for Non-combustible ground surfaces
  - Exceptions for plants on the State Forest Service Low-Flammability Landscape Plants list
  - Also includes tree crown trimming within 10 feet of structure and non-combustible fences within 8-feet of a structure
- City-wide Immediate Zone standards would in effect result in City-wide Class 1 Site and Area Requirements applicable to Low Fire Intensity zones

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# LMC Chapter 15.70 – Fire Hardening for Structures

- LFPD Wildland and Conflagration Risk Assessment modeling shows reductions in relative vulnerability when Immediate Zone defensible space standards implemented
- Results dependent on wide-spread implementation and ongoing management of defensible space standards




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## Defensible Space Permitting

- Considerations for permitting standards
  - Structure Hardening code could be incorporated into current building permit processes. Structure differ from landscaping in that the structure does not change over time and incremental changes already require permitting.
  - Current City-processes only regulate landscaping on commercial and multi-family residential PUDs.
  - Effectiveness would need wide-spread implementation and maintenance of standards in already developed areas.
  - Annual or periodic inspections/compliance checks would be needed to ensure long-term success.
  - New permitting program would likely be needed to effectively manage new development, redevelopment, and compliance. This may require additional staff and the budget for staffing and resources.
  - Extensive Code enforcement would likely be needed to monitor new landscape installations to achieve widespread compliance that results in effectively lowering structure vulnerability.
  - Property owners would need to become accustomed to landscape permitting requirements, and potentially additional fees and process.
  - For existing development, landscaping often is installed incrementally – should these types of landscaping changes be regulated? Without this oversight, effectiveness could be limited.

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## Council Questions

Staff is presenting four main topics for Council feedback:

1. Support for CWRC base code and staff recommended strengthening amendments to Structure Hardening and Site and Area Design
2. Consideration of adding Immediate Zone (0-5 feet from structure) defensible space standards to City-wide Fire Harding Code for Structures
3. Feedback on additional permitting and administrative processes for defensible space standards
4. Feedback on mapping priorities, key tenants and principles to be used in development of regulatory map

- *Other questions or direction for staff?*

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## Council Questions

**Does Council support staff's recommended strengthening amendments to the base 2025 CWRC for Structure Hardening and Site and Area Design?**

- Are there additional amendments Council would like staff to consider or include in the draft code, or any further information Council would like regarding the Structure Hardening and Site and Area Design requirements?

City of Louisville

## Council Questions

**Would Council like to consider adding Immediate Zone (0–5 feet from structures) defensible space landscaping standards to the city-wide Fire Hardening Code for Structures?**

- Should this include only treatment of ground cover and plantings within the Immediate Zone, or should it also include tree pruning within 10 feet of structures, consistent with the 2025 CWRC standards?
- As previously mentioned, adding all Immediate Zone standards city-wide would effectively regulate the entire city as a Low Fire Intensity Classification area subject to the Class 1 Structure Hardening and Site and Area Design standards.

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## Council Questions

**Does Council have feedback or questions regarding the additional permitting and administrative processes that would likely be necessary to implement defensible space landscaping standards for both the WUI code and the Fire Hardening Code for Structures?**

- Does Council support adding a new landscape permitting processes for new development and for retrofitting existing landscaping on already developed property?

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## Council Questions

**Rather than identifying specific map boundaries at this meeting, staff recommends that Council take time to review and consider the various maps, datasets, and methodologies, as well as the mapping considerations presented by staff.**

- For this meeting, staff is seeking input on Council's most important priorities, and the key tenets and principles Council would like reflected in a local WUI map?

**Staff would then develop draft mapping options based on this guidance and present them for discussion at a future meeting.**

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## Council Questions

**Does Council have any other questions or direction for staff?**

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# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 10F

**SUBJECT:** **2026 CITY OF LOUISVILLE LEGISLATIVE AGENDA**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **GENNY KLINE, CITY CLERK**
**SAMMA FOX, DEPUTY CITY MANAGER**

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

**SUMMARY:**
The Legislative Agenda serves as a guiding framework for the City's engagement in legislative affairs prior to and during the legislative session. The proposed Legislative Agenda reflects the City's policy goals, as well as local and regional policy issues of importance to the Louisville community. Council held discussion and provided direction on the Legislative Agenda on October 14, 2025, and the intention of this meeting is to adopt the 2026 Legislative agenda

**BACKGROUND / PRIOR DISCUSSIONS:**
Council typically reviews their Legislative Agenda annually. For the 2025 cycle, Council held a discussion / direction on December 17, 2024 (materials start on pg. 373 of the packet) and adopted it on January 7, 2025 (materials start on pg. 250 of the packet).

During the year, Council may identify issues for future inclusion. During 2025, Council indicated interest in considering E-Bikes on the legislative agenda and staff has included proposed language for consideration. Council held discussion / direction on the 2026 Legislative Agenda October 14, 2025.

**ANALYSIS:**
In 2025, the Legislative Agenda was updated to include guiding language for council members on the purpose and use of the document. The City Council also provided feedback and supplied a number of changes. For 2026, staff has a few recommended changes, summarized below, and is interested in receiving direction from Council.

In addition, City Council encouraged advisory boards and commissions to submit memos with their recommendations for the 2026 Legislative Agenda. At this point in time, staff is aware of two memos from boards and has not heard of other boards drafting memos. The Open Space Advisory Board memo was provided to Council October 14, 2025 and the Louisville Sustainability Advisory Board provided a memo November 19, 2025. Both are attached.

The Colorado Municipal Leque is considering updates to their Policy Statement, and staff will pass that along to Council when available. In the meantime, their 2025-2026 Policy Statement is available online.

Changes:
**Changes resulting from the October meeting are indicated as NEW.*

- Home Rule/ Local Control
  - NEW – Language Adjustment - "Local Problems to Local Issues"
- Community Recovery and Resiliency
  - Propose removing the first bullet about the Wildfire Resiliency Code Board's efforts now that the code is on the books with the State.
  - Broadened to include more of an all-hazards approach
- Tax and Finance Policy
  - Moved item related to transition from fossil fuels from the Tax and Finance Policy section to the Energy and Environment section
- Public Health and Safety
  - Added support for efforts to improve and enhance traffic safety for all road users including vehicles, pedestrians, bicycles, and e-bikes
  - Added support of efforts to address children under 16 operating e-bikes, etc.
- Energy and Environment
  - Moved item related to transition from fossil fuels from the Tax and Finance Policy section to the Energy and Environment section
  - NEW
    - Removed: The bullet indicated City support for a regional approach to the implementation of energy efficient building codes.
    - Added: Collaboration language to the section's introduction.

**2025 COUNCIL WORK PLAN:**
Advocacy is a component of the Core Services priority in the 2025 Council Work Plan and expected to carry into the 2026 Council Work Plan. The Legislative Agenda is a key component of advocacy as it sets Council's agenda and provides guidelines for Council Members and staff in supporting state and regional policy work.

**FISCAL IMPACT:**
Budgeted?: **Not Applicable**
There is no anticipated fiscal impact.

**ALTERNATIVE(S):**
Council may choose not to adopt a Legislative Agenda. This would remove a guiding document for Council Members to use in their appointed roles, such as with the Metro Mayor's Caucus or Denver Regional Council of Governments, and may create an inefficient process of seeking council direction on each issue, which may not meet the timing requirements of the legislative session, resulting in Louisville not taking positions on items. Council may also choose to delay adoption and continue revisions. This may be a challenge for Council members and staff as work on the 2026 legislative session has already begun and Louisville is already being engaged.

**RECOMMENDATION:**
Staff recommends Council approve the 2026 Legislative Agenda.

**ATTACHMENT(S):**
1. 2025 Legislative Agenda
2. Draft 2026 Legislative Agenda – Redlines
3. OSAB 2026 Legislative Agenda Memo
4. LSAB 2026 Legislative Agenda Memo
5. Presentation

# 2025 City of Louisville Legislative Agenda

## Purpose and Use

The legislative agenda serves as a guiding document for the City's engagement in legislative affairs and a resource for staff and council.

Members of the City Council may represent the City in regional efforts, such as the Colorado Municipal League Policy Committee; Denver Regional Council of Governments, Northwest Mayors and Commissioners Coalition, and Metro Mayors Caucus, and may guide or express positions on legislation.

Council members may express support, opposition, and/or recommend amendments regarding legislation if they are consistent with the legislative agenda. When this occurs, council members should share reports with all of council during the next regular council meeting. If the issue is not clearly addressed in this legislative agenda, council members should seek City Council approval before taking any formal action (such as signing a letter or taking a vote) to support or oppose legislation.

## Home Rule/Local Control

The City supports local control and municipal government home rule authority. In most cases, local problems are best addressed at the local level and the current authority and powers of municipal governments such as land use, zoning, personnel matters, sales tax, etc. should not be diminished. However, certain issues require statewide and multi-jurisdictional response, which are best addressed through early and meaningful engagement and collaboration with local municipalities.

**Positions:**

- The City urges officials to respect Colorado's tradition of local control and allow municipal officials to address local problems at the local level.
- The City generally opposes legislation that creates unfunded mandates on local municipalities without funding or other sources of revenue. Unfunded mandates shift the cost burden of state or federal mandates onto local governments, limiting a municipality's ability to provide locally identified government services.
- The City supports liquor, marijuana, and natural medicine licensing that allows for local decision-making and collaboration between local and state licensing entities, including but not limited to local opt-in provisions for any new permitting or licensing requirements.
- The City supports local government authority to regulate oil and gas development at the local level, and the establishment of state rules and regulations that reflect such authority.
- The City supports legislation that provides local governments with additional flexibility, resources, and/or guidance in meeting the challenges of ensuring technology and digital resources are fully accessible.

## Community Recovery and Resiliency

The Marshall Fire served as a sobering reminder that all communities in Colorado, regardless of socioeconomic status, must be prepared for climate disasters at all times. While the City continues to recover from the Marshall Fire, the community is working together to increase resilience and preparedness for the next disaster. Ongoing

state action and investment is needed in order to mitigate future disasters and ensure our communities are prepared when disaster strikes. The front-end investment in community resiliency will reduce the local, state, and federal costs of the severe climate disasters we are experiencing today.

**Positions:**

- The City supports the Colorado Wildfire Resiliency Code Board's efforts to explore a statewide minimum building code for wildfire risk reduction that addresses the expansion of the wildland urban interface into the plains areas, consider suburban community building patterns, and establish a minimum standard that can be applied across various environments and exceeded based on specific geographic needs.
- The City supports increased wildfire mitigation funding for local communities in the plains areas to establish and maintain risk reduction measures on public lands including climate change adaptation strategies.
- The City of Louisville supports insurance reform that helps residents be better prepared and able to recover from climate disasters, while promoting the roles and responsibilities of homeowners, renters, and landlords in securing insurance coverage. Examples of desired insurance reform include legislation that:
    - Reduces system-wide underinsurance
    - Improves the transparency of the coverage gap that a private property owner or renter has with their existing policy
    - Eliminates the practice of insurance companies requiring contents itemization in total losses to receive the contents' coverage stated in a policy
    - Supports regulating the loss ratio for property and casualty insurance so that premiums paid go to cover losses and do not become excessive
    - Supports exploration of reinsurance for disaster impacts
    - Addresses insurance availability to ensure community members have access to insurance
    - Supports the exploration of public insurance to address availability
    - Supports programs for affordable insurance.
- The City recommends CDPHE establish standards for acceptable levels of contaminants in water systems, soils, homes, businesses, and schools. Without these standards, there is no FEMA reimbursement opportunity or insurance standards for coverage.

## Tax and Finance Policy

The City supports a fair and consistent tax policy that preserves and expands the authority of local governments and opposes exemptions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources.

**Positions:**

- The City supports fiscally responsible government spending, and believes it is important the legislature understands the layers of constraints on local government budgets resulting from the Taxpayer's Bill of Rights (TABOR).
- The City supports equitable sharing with municipalities of existing and future state revenues derived from state-collected, locally shared revenues, such as the Cigarette/Tobacco/Vaping Tax, Highway Users Tax Fund, Lottery funds, and Marijuana tax funds.
- With the repeal of the Gallagher Amendment and new tax cuts and exemptions, the City believes it is critical to maintain ongoing residential and commercial property taxes to preserve public service revenues to the state, local governments, fire districts, schools, health providers, and others dependent on property taxes to deliver essential services.
- The City supports tax and financial incentives that speed the transition away from fossil fuels.

## Municipal Administrative Services

The City's administrative services help ensure a high-performing government, including the effective and efficient use of taxpayer funds in providing City services. This includes information technology, human resources, records management, elections, and general government administration. The City supports efforts to ensure that these services can be delivered in a transparent and cost-effective manner.

**Positions:**

- The City supports increased funding and resources to elevate cyber-security prevention, response, and recovery/rebuilding when attacks occur.
- The City has implemented accessibility measures that assist persons with disabilities in accessing City information and services, as required by HB21-1110. The City supports accessible digital communications but opposes unfunded mandates on local governments without reasonable opportunity to remediate complaints. Given the expense involved with remediation, the City supports dedicated funding and amendments to HB21-1110 to allow reasonable time for municipalities to come into compliance.
- The City supports the exploration of an accessible database to facilitate information and data sharing between the state and municipal courts.
- The City supports funding for municipalities to help better serve non-English speakers.

## Public Health and Safety

The City supports policies that ensure public health and safety, thereby improving the quality of life in partnership with the community.

**Positions:**

- The City supports state-level actions to address gun violence. While regional and local legislation can be effective in reducing gun violence, state action is needed to improve safety and regulatory consistency across jurisdictions.
- The City supports access to quality and affordable healthcare for residents and businesses across Colorado.
- The City supports continued efforts to improve municipal court and law enforcement practices and further refinement of such changes to ensure the public, victims, and defendants are adequately protected.
- The City supports statewide efforts to expand mental/behavioral health services, reduce barriers to care, and provide funding to support such initiatives. This includes additional assistance for law enforcement to address community-wide mental health impacts and mitigate the costs for healthcare and mental health services for persons in custody.
- The City opposes legislation that would prohibit the use of red-light cameras and speed radar.

## Energy/Environment

The City supports legislation to address climate change by improving energy efficiency, increasing the use of cost-effective renewable energy, and reducing greenhouse gas emissions and dependence on fossil fuels while maintaining the reliability and resilience of energy delivery and local control.

**Positions:**

- The City supports the state's plan to reduce greenhouse gas emissions through reduced energy consumption, increased use of clean energy and transitioning away from fossil fuels.
- The City supports statewide policies that reduce overall energy demand and consumption, while preserving and expanding local governments' ability to reach their sustainability and climate action goals.

- The City supports the improvement of air quality, renewable energy production, and emission reductions through legislative, administrative, and regulatory actions.
- The City supports efforts to reduce noise impacts and air pollution, and lead pollution associated with local metropolitan airport activities.
- The City supports opportunities and funding for municipalities to implement local clean energy strategies and solutions.
- The City supports a regional approach to the implementation of energy efficient building codes.
- The City supports actions that effectively address the metro Denver region's violations of Clean Air Act standards in a timely manner.

## Transportation

Colorado's transportation infrastructure, which connects our communities and facilitates the movement of people and goods, is essential to the economic vitality of our state and necessary to maintain the high quality of life enjoyed by Coloradans. Appropriate investments in transportation, as one of the largest sectors of greenhouse gas emissions, also further the City's energy and environmental goals.

**Positions:**

- The City supports ongoing state and federal funding sources for transportation projects, such as those along the CO Highway 42 and South Boulder Road, that provide funding for the maintenance of existing infrastructure, multimodal improvements, accessibility improvements, and other investments that reduce greenhouse gas emissions.
- The City supports regulation and investments that accelerate transportation electrification and other innovative transportation technologies that reduce emissions and congestion.
- The City supports investments that enhance safe, convenient, and accessible multimodal transportation, including Complete Streets which increase transportation options, improve mobility, and reduce congestion and greenhouse gas emissions, and Vision Zero strategies which improve safety. The City also supports funding for the design and construction of pedestrian underpasses, which achieve many of the goals of Complete Streets and Vision Zero programs.
- The City supports funding for the construction and operation of the Northwest Rail line and the Front Range Passenger Rail to expand multi-modal transportation in the northwest metro region. The City strongly supports the inclusion of a stop in Louisville, fulfilling the much-delayed obligation of RTD for transit investment in our community.
- The City supports full restoration of transit services that were reduced or cut by the Regional Transportation District (RTD) during the COVID pandemic.
- The City opposes efforts to divest state-owned roads to municipalities without adequate short and long-term funding to meet additional maintenance and operational responsibilities.

## Utilities, Telecommunications, and Broadband

The City supports policies that protect Colorado's natural resources and allow the City to maintain facilities efficiently, allowing for reasonable and equitable rates while maintaining optimal quality. The City also supports the local authority to manage all matters related to local telecommunications policy, cable franchising, wireless communication facilities, broadband deployment, public safety communications, rights-of-way management and government access channels.

**Positions:**

- The City supports the inventorying and protection of water rights, including the protection of municipal water rights.
- The City supports appropriate water conservation efforts and sustainable water resource management practices by all users.

- The City supports efforts to improve water quality through compliance with state and federal regulations.
- The City supports state policy for consumer protections of utility customers, including broadband customers.
- The City opposes state and federal efforts that complicate deployment of small cell and other wireless infrastructure and create unfunded mandates on local governments while the City supports federal and state actions removing these preemptions of local control.
- The City supports state efforts to determine the most effective ways to distribute federal funding to promote broadband deployment and equity in the availability and accessibility of broadband services to all Coloradans.
- The City supports policy and funding to improve public safety telecommunications.
- The City supports the clarification that franchise fees do not include in-kind franchise obligations and supports the repeal of FCC action that creates these limitations on local franchising authority.
- The City supports efforts to generate more electricity renewably and transition away from fossil fuels.

## Land Use, Development and Revitalization, Housing

The City believes local control should be the starting point of land use planning. Colorado's housing market has not kept pace with demand created by employment growth and other pressures, leading to increased housing costs that are inaccessible to many households. The challenges of housing affordability and supply require coordinated state and local solutions that expand opportunities while providing resources for implementation. The City is working to redevelop and revitalize certain areas within the community, and appropriate urban renewal tools must be preserved to support these efforts.

**Positions:**

- The City supports policies and investments that improve the coordination of land use and transportation, and regional cooperation in land use planning and economic development activities.
- The City supports increased funding for local communities' expansion of affordable, attainable, and workforce housing.
- The City supports increased local government and community engagement and impact analysis around the expansion and development of airports.
- The City supports enhancements to Colorado Urban Renewal law that do not unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.
- The City supports legislation that encourages and facilitates historic preservation and rehabilitation.
- The City supports transit-oriented development principles but believes that House Bill 24-1313 – Housing in Transit Oriented Communities may not provide a feasible path for local implementation without bill amendments or clarifications. The City encourages collaborative amendment development with local governments.
- The City supports consideration of environmental sustainability in land use and development policies.
- The City supports state and federal efforts to protect open spaces.
- The City supports efforts to ensure equitable access to housing.

## Economic Vitality and Business Development

Colorado's economic competitiveness requires coordinated state efforts to attract and retain employers while supporting workforce development.

**Positions:**

- The City supports legislation that provides resources to help local governments attract new employers and support business expansion.

- The City supports legislation that strengthens economic development tools and incentives for attracting and retaining primary employers.
- The City supports policies that enhance Colorado's competitiveness through strategic investments in transportation infrastructure, broadband connectivity, utility needs, and other critical systems that enable business growth and expansion.
- The City supports workforce development initiatives that align education and training programs with industry needs, including partnerships between employers and educational institutions.
- The City supports programs that encourage small business development and entrepreneurship through technical assistance, access to capital, and resources for startups and growing companies.
- The City opposes regulations that create significant new compliance costs or administrative burdens for businesses without demonstrating clear public benefit.
- The City opposes policies that reduce local flexibility to implement economic development strategies tailored to community needs and opportunities.

*Approved January 7, 2025*

# 20256 City of Louisville Legislative Agenda

## Purpose and Use

The legislative agenda serves as a guiding document for the City's engagement in legislative affairs and a resource for staff and council.

Members of the City Council may represent the City in regional efforts, such as the Colorado Municipal League Policy Committee; Denver Regional Council of Governments, Northwest Mayors and Commissioners Coalition, and Metro Mayors Caucus, and may guide or express positions on legislation.

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## Home Rule/Local Control

The City supports local control and municipal government home rule authority. In most cases, local ~~problems~~issues are best addressed at the local level and the current authority and powers of municipal governments such as land use, zoning, personnel matters, sales tax, etc. should not be diminished. However, certain issues require statewide and multi-jurisdictional response, which are best addressed through early and meaningful engagement and collaboration with local municipalities.

**Positions:**

- The City urges officials to respect Colorado's tradition of local control and allow municipal officials to address local ~~problem~~issues at the local level.
- The City generally opposes legislation that creates unfunded mandates on local municipalities without funding or other sources of revenue. Unfunded mandates shift the cost burden of state or federal mandates onto local governments, limiting a municipality's ability to provide locally identified government services.
- The City supports liquor, marijuana, and natural medicine licensing that allows for local decision-making and collaboration between local and state licensing entities, including but not limited to local opt-in provisions for any new permitting or licensing requirements.
- The City supports local government authority to regulate oil and gas development at the local level, and the establishment of state rules and regulations that reflect such authority.
- The City supports legislation that provides local governments with additional flexibility, resources, and/or guidance in meeting the challenges of ensuring technology and digital resources are fully accessible.

## Community Recovery and Resiliency

~~The Marshall Fire~~ Disasters, such as the 2013 100-year Flood in Boulder County and the Marshall Fire~~served as~~are a sobering reminder that all communities in Colorado, regardless of socioeconomic status, must be prepared for ~~climate~~ disasters at all times. While the City continues to recover from the Marshall Fire, the community is working together to increase resilience and preparedness for ~~the next disaster~~for all hazards.

Ongoing state action and investment is needed in order to mitigate future disasters and ensure our communities are prepared when disaster strikes. The front-end investment in community resiliency will reduce the local, state, and federal costs of the severe ~~climate~~ disasters we are experiencing today.

**Positions:**

- ~~The City supports the Colorado Wildfire Resiliency Code Board's efforts to explore a statewide minimum building code for wildfire risk reduction that addresses the expansion of the wildland urban interface into the plains areas, consider suburban community building patterns, and establish a minimum standard that can be applied across various environments and exceeded based on specific geographic needs.~~
- The City supports comprehensive hazard mitigation strategies and allocating funding for preparedness, response, and recovery efforts across all identified risks, including natural, technological, and human-caused hazards.
- The City supports increased wildfire mitigation funding for local communities in the plains areas to establish and maintain risk reduction measures on public lands including climate change adaptation strategies.
- The City of Louisville supports insurance reform that helps residents be better prepared and able to recover from climate disasters, while promoting the roles and responsibilities of homeowners, renters, and landlords in securing insurance coverage. Examples of desired insurance reform include legislation that:
    - Reduces system-wide underinsurance
    - Improves the transparency of the coverage gap that a private property owner or renter has with their existing policy
    - Eliminates the practice of insurance companies requiring contents itemization in total losses to receive the contents' coverage stated in a policy
    - Supports regulating the loss ratio for property and casualty insurance so that premiums paid go to cover losses and do not become excessive
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- The City recommends CDPHE establish standards for acceptable levels of contaminants in water systems, soils, homes, businesses, and schools. Without these standards, there is no FEMA reimbursement opportunity or insurance standards for coverage.

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The City supports a fair and consistent tax policy that preserves and expands the authority of local governments and opposes exemptions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources.

**Positions:**

- The City supports fiscally responsible government spending, and believes it is important the legislature understands the layers of constraints on local government budgets resulting from the Taxpayer's Bill of Rights (TABOR).
- The City supports equitable sharing with municipalities of existing and future state revenues derived from state-collected, locally shared revenues, such as the Cigarette/Tobacco/Vaping Tax, Highway Users Tax Fund, Lottery funds, and Marijuana tax funds.
- With the repeal of the Gallagher Amendment and new tax cuts and exemptions, the City believes it is critical to maintain ongoing residential and commercial property taxes to preserve public service revenues to the state, local governments, fire districts, schools, health providers, and others dependent on property taxes to deliver essential services.

- ~~The City supports tax and financial incentives that speed the transition away from fossil fuels.~~

## Municipal Administrative Services

The City's administrative services help ensure a high-performing government, including the effective and efficient use of taxpayer funds in providing City services. This includes information technology, human resources, records management, elections, and general government administration. The City supports efforts to ensure that these services can be delivered in a transparent and cost-effective manner.

**Positions:**

- The City supports increased funding and resources to elevate cyber-security prevention, response, and recovery/rebuilding when attacks occur.
- The City has implemented accessibility measures that assist persons with disabilities in accessing City information and services, as required by HB21-1110. The City supports accessible digital communications but opposes unfunded mandates on local governments without reasonable opportunity to remediate complaints. Given the expense involved with remediation, the City supports dedicated funding and amendments to HB21-1110 to allow reasonable time for municipalities to come into compliance.
- The City supports the exploration of an accessible database to facilitate information and data sharing between the state and municipal courts.
- The City supports funding for municipalities to help better serve non-English speakers.

## Public Health and Safety

The City supports policies that ensure public health and safety, thereby improving the quality of life in partnership with the community.

**Positions:**

- The City supports state-level actions to address gun violence. While regional and local legislation can be effective in reducing gun violence, state action is needed to improve safety and regulatory consistency across jurisdictions.
- The City supports access to quality and affordable healthcare for residents and businesses across Colorado.
- The City supports continued efforts to improve municipal court and law enforcement practices and further refinement of such changes to ensure the public, victims, and defendants are adequately protected.
- The City supports statewide efforts to expand mental/behavioral health services, reduce barriers to care, and provide funding to support such initiatives. This includes additional assistance for law enforcement to address community-wide mental health impacts and mitigate the costs for healthcare and mental health services for persons in custody.
- The City opposes legislation that would prohibit the use of red-light cameras and speed radar.
- The City supports efforts to improve and enhance traffic safety for all road users to include vehicles, pedestrian, bicycle, and electric bicycles.
- The City supports efforts to address children under the age of 16 operating electric bicycles and the requirement for better disclosure related to requirements for operation of electric bicycles, motorcycles, dirt bikes, and scooters.
- ~~—~~

## Energy/Environment

The City supports legislation and collaboration with other municipalities and agencies to address climate change by improving energy efficiency, increasing the use of cost-effective renewable energy, and reducing greenhouse

gas emissions and dependence on fossil fuels while maintaining the reliability and resilience of energy delivery and local control.

**Positions:**

- The City supports the state's plan to reduce greenhouse gas emissions through reduced energy consumption, increased use of clean energy and transitioning away from fossil fuels.
- The City supports statewide policies that reduce overall energy demand and consumption, while preserving and expanding local governments' ability to reach their sustainability and climate action goals.
- The City supports the improvement of air quality, renewable energy production, and emission reductions through legislative, administrative, and regulatory actions.
- The City supports efforts to reduce noise impacts and air pollution, and lead pollution associated with local metropolitan airport activities.
- The City supports opportunities and funding for municipalities to implement local clean energy strategies and solutions.
- ~~The City supports a regional approach to the implementation of energy efficient building codes.~~
- The City supports actions that effectively address the metro Denver region's violations of Clean Air Act standards in a timely manner.
- The City supports tax and financial incentives that speed the transition away from fossil fuels.

## Transportation

Colorado's transportation infrastructure, which connects our communities and facilitates the movement of people and goods, is essential to the economic vitality of our state and necessary to maintain the high quality of life enjoyed by Coloradans. Appropriate investments in transportation, as one of the largest sectors of greenhouse gas emissions, also further the City's energy and environmental goals.

**Positions:**

- The City supports ongoing state and federal funding sources for transportation projects, such as those along the CO Highway 42 and South Boulder Road, that provide funding for the maintenance of existing infrastructure, multimodal improvements, accessibility improvements, and other investments that reduce greenhouse gas emissions.
- The City supports regulation and investments that accelerate transportation electrification and other innovative transportation technologies that reduce emissions and congestion.
- The City supports investments that enhance safe, convenient, and accessible multimodal transportation, including Complete Streets which increase transportation options, improve mobility, and reduce congestion and greenhouse gas emissions, and Vision Zero strategies which improve safety. The City also supports funding for the design and construction of pedestrian underpasses, which achieve many of the goals of Complete Streets and Vision Zero programs.
- The City supports funding for the construction and operation of the Northwest Rail line and the Front Range Passenger Rail to expand multi-modal transportation in the northwest metro region. The City strongly supports the inclusion of a stop in Louisville, fulfilling the much-delayed obligation of RTD for transit investment in our community.
- The City supports full restoration of transit services that were reduced or cut by the Regional Transportation District (RTD) during the COVID pandemic.
- The City opposes efforts to divest state-owned roads to municipalities without adequate short and long-term funding to meet additional maintenance and operational responsibilities.

## Utilities, Telecommunications, and Broadband

The City supports policies that protect Colorado's natural resources and allow the City to maintain facilities efficiently, allowing for reasonable and equitable rates while maintaining optimal quality. The City also supports the local authority to manage all matters related to local telecommunications policy, cable franchising, wireless communication facilities, broadband deployment, public safety communications, rights-of-way management and government access channels.

**Positions:**

- The City supports the inventorying and protection of water rights, including the protection of municipal water rights.
- The City supports appropriate water conservation efforts and sustainable water resource management practices by all users.
- The City supports efforts to improve water quality through compliance with state and federal regulations.
- The City supports state policy for consumer protections of utility customers, including broadband customers.
- The City opposes state and federal efforts that complicate deployment of small cell and other wireless infrastructure and create unfunded mandates on local governments while the City supports federal and state actions removing these preemptions of local control.
- The City supports state efforts to determine the most effective ways to distribute federal funding to promote broadband deployment and equity in the availability and accessibility of broadband services to all Coloradans.
- The City supports policy and funding to improve public safety telecommunications.
- The City supports the clarification that franchise fees do not include in-kind franchise obligations and supports the repeal of FCC action that creates these limitations on local franchising authority.
- The City supports efforts to generate more electricity renewably and transition away from fossil fuels.

## Land Use, Development and Revitalization, Housing

The City believes local control should be the starting point of land use planning. Colorado's housing market has not kept pace with demand created by employment growth and other pressures, leading to increased housing costs that are inaccessible to many households. The challenges of housing affordability and supply require coordinated state and local solutions that expand opportunities while providing resources for implementation. The City is working to redevelop and revitalize certain areas within the community, and appropriate urban renewal tools must be preserved to support these efforts.

**Positions:**

- The City supports policies and investments that improve the coordination of land use and transportation, and regional cooperation in land use planning and economic development activities.
- The City supports increased funding for local communities' expansion of affordable, attainable, and workforce housing.
- The City supports increased local government and community engagement and impact analysis around the expansion and development of airports.
- The City supports enhancements to Colorado Urban Renewal law that do not unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.
- The City supports legislation that encourages and facilitates historic preservation and rehabilitation.
- The City supports transit-oriented development principles but believes that House Bill 24-1313 – Housing in Transit Oriented Communities may not provide a feasible path for local implementation without bill amendments or clarifications. The City encourages collaborative amendment development with local governments.

- The City supports consideration of environmental sustainability in land use and development policies.
- The City supports state and federal efforts to protect open spaces.
- The City supports efforts to ensure equitable access to housing.

## Economic Vitality and Business Development

Colorado's economic competitiveness requires coordinated state efforts to attract and retain employers while supporting workforce development.

**Positions:**

- The City supports legislation that provides resources to help local governments attract new employers and support business expansion.
- The City supports legislation that strengthens economic development tools and incentives for attracting and retaining primary employers.
- The City supports policies that enhance Colorado's competitiveness through strategic investments in transportation infrastructure, broadband connectivity, utility needs, and other critical systems that enable business growth and expansion.
- The City supports workforce development initiatives that align education and training programs with industry needs, including partnerships between employers and educational institutions.
- The City supports programs that encourage small business development and entrepreneurship through technical assistance, access to capital, and resources for startups and growing companies.
- The City opposes regulations that create significant new compliance costs or administrative burdens for businesses without demonstrating clear public benefit.
- The City opposes policies that reduce local flexibility to implement economic development strategies tailored to community needs and opportunities.

~~*Approved January 7, 2025*~~

City of Louisville
PARKS, RECREATION & OPEN SPACE

**MEMORANDUM**

**To:** **City Council**
**From:** **Open Space Advisory Board**
**Date:** **October 14, 2025**
**Re:** **Discussion/Direction Item 5: 2026 Legislative Agenda**

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The Open Space Advisory Board appreciates the opportunity to review the 2026 Legislative Agenda and supports and recommends the following edits listed in red below:

Recommended revisions for consideration:

i. "The City supports increased wildfire mitigation funding for local communities in the plains areas to establish and maintain risk reduction measures on public lands including climate change adaptation strategies." and methods to effectively protect wildlife and plant life while maintaining habitat.
ii. "The City supports state and federal efforts to protect and preserve open spaces."

Link to Reference Materials:
https://www.louisvilleco.gov/home/showpublisheddocument/44218/638743530398870000

Memorandum

To: Louisville City Council Members
From: Louisville Sustainability Advisory Board
Date: November 19, 2025
Re: Louisville Sustainability Advisory Board Legislative Agenda for 2026

Dear Louisville City Council Members,

As the City Council begins to set legislative priorities for 2026, the Louisville Sustainability Advisory Board respectfully submits this legislative agenda for your consideration. Our recommendations are grounded in the City's Sustainability Action Plan and aim to support the Council adopted Climate Action Goals, reflecting the shared commitment to a sustainable, resilient, and equitable future for our community.

We believe that sustainability and resiliency should remain a central lens through which all major, long-term City decisions are evaluated. From infrastructure investments to housing, energy, and economic development, policies should prioritize outcomes that build resilience, reduce emissions, and support community well-being—especially for those most affected by climate change.

Louisville has already demonstrated strong leadership in this work through collaboration with regional partners such as the Denver Regional Council of Governments (DRCOG), sharing knowledge and aligning strategies to advance sustainability goals. The City's efforts to integrate sustainability into both the legislative agenda, Comprehensive Plan, and City Council Work Plan further underscore its dedication to environmental stewardship. Building on this momentum, the Board urges City Council to continue placing sustainability and resiliency at the center of decision-making, ensuring that every action taken today contributes to a thriving and climate-resilient future.

**Vision for 2026 and Beyond**

Louisville continues to face the complex challenges of climate change, resource management, and equitable growth. To meet these challenges, we urge the City to:

- Continue prioritizing sustainability and resiliency as core criteria in all significant, long-term policy and financial decisions.
- Advance the City's transition to renewable energy and reduce greenhouse gas (GHG) emissions through data-driven decision-making that focuses on the highest-impact strategies.
- Support communities disproportionately impacted by climate change through targeted adaptation strategies, financial incentives, and inclusive engagement.

These priorities reflect our belief that sustainable practices are not only environmentally necessary but also economically and socially beneficial.

**Recommended Legislative Tasks for 2026**

**1. Integrate a Sustainability and Resilience Evaluation Framework into Major City Decisions**
Formalize a decision-making framework requiring that all major capital projects, infrastructure investments, and policy initiatives include an evaluation of sustainability, resilience, and climate equity impacts. Embedding this framework into City processes ensures that sustainability and resilience considerations are consistently applied across all departments, fostering accountability and long-term planning.

**2. Advance Renewable Energy Adoption and Data-Driven Emission Reduction**
Accelerate Louisville's transition to renewable energy and ensure that greenhouse gas (GHG) reduction strategies are guided by accurate, data-driven analysis to achieve the greatest possible impact. By grounding decisions in emissions data and cost-benefit evaluation, the City can effectively progress toward its goals of reducing emissions by 60% by 2030 and achieving carbon neutrality by 2050. This includes continued investment in tools that enable staff to efficiently collect, analyze, and interpret emissions data, empowering them to make informed, strategic decisions about where to target reductions and how to expand renewable energy projects and initiatives most effectively.

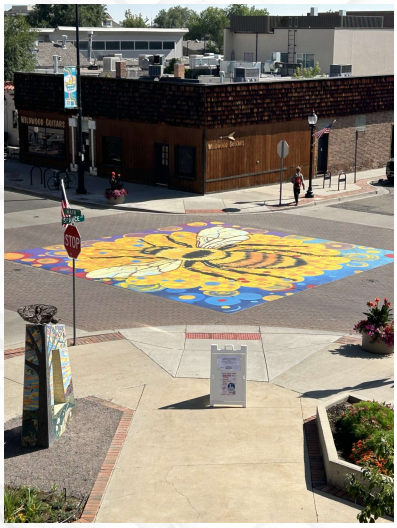
**3. Strengthen Community Resilience and Climate Equity**
Enhance Louisville's climate adaptation and disaster recovery planning to better support residents and neighborhoods most vulnerable to environmental change. Recognizing that climate impacts disproportionately affect low-income households, seniors, renters, and those lacking resilient housing or transportation, the City should prioritize equitable access to sustainability investments. Key actions include expanding energy-efficiency and home resilience programs for income-qualified residents, partnering with community organizations to improve heat mitigation, air quality, and emergency preparedness, and pursuing state and federal funding for local resilience projects that create green jobs and safeguard public health.

The Louisville Sustainability Advisory Board remains committed to supporting the City Council in advancing a resilient, equitable, and climate-conscious future. By continuing to integrate sustainability and resilience into every major City decision, we can safeguard our community's long-term well-being, strengthen economic stability, and position Louisville as a regional leader in sustainability innovation.

We thank the Council for its continued partnership and look forward to collaborating on the 2026 legislative agenda to ensure that sustainability remains at the heart of Louisville's vision for the future.

Sincerely,

The Louisville Sustainability Advisory Board



City of Louisville
COLORADO • SINCE 1878

Discussion / Direction
2026 Legislative Agenda

December 12, 2025
Diana Langley, City Manager
Samma Fox, Deputy City Manager

City of Louisville

# Purpose and Expectations

- To review revised the draft legislative agenda
  - NOTE – Changes since October denoted in the presentation as NEW
- Provide direction to staff for edits, if needed
- Adopt the 2026 Legislative Agenda
- Will review section by section

City of Louisville

# Purpose & Use

- 2026 – No Changes

- New section in 2025
- Legislative Agenda a guiding document for Council Members
- Used in Council assignments such as NW MCC, DRCOG, etc.
- Council members should share actions in their reports
- If unclear on the agenda, bring item to the full Council

City of Louisville

# Board/Commission Engagement

- All advisory boards and commissions encouraged to submit in joint meetings early in 2025

- OSAB Memo – October 14, 2025

- LSAB Memo - November 19, 2025

City of Louisville

# Home Rule/Local Control

- 2026
  - **NEW** - Language Adjustment – "Local Problems" to "Local Issues"
- Continued advocacy for local control and meaningful collaboration on items that require statewide or multi-jurisdictional response

City of Louisville

# Community Recovery & Resiliency

- 2026
  - Removed - Resiliency code board section (on the books with the state)
  - Broadened to include more of an all-hazards approach
- Continued advocacy for standards, funding, and support to promote resilience and expedite recovery.

City of Louisville

# Tax and Finance Policy

- 2026 –
  - MOVED – An item related in incentives to transition from fossil fuels to the Energy/Environment section
- Continued advocacy for fair and consistent policy that preserves and expands the authority of local government and protects municipal revenue sources.

City of Louisville

# Municipal Administrative Services

- 2026 – No Changes
- Continued support of funding, resources, and accessibility to support high-performing and effective administrative services.

City of Louisville

# Public Health and Safety

- 2026
  - Added – Support for efforts to improve and enhance traffic safety for all road users including vehicles, pedestrians, bicycles, and e-bikes
  - Added - Support of efforts to address children under 16 operating e-bikes, etc.
- Continued advocacy for a variety of policies supporting public health including addressing gun violence, affordable health care, court and law enforcement practices, mental and behavioral health services, and redlight cameras / speed radar.

City of Louisville

# Energy and Environment

- 2026
  - Included item related to transition from fossil fuels, formerly in the Tax and Finance section
  - **NEW** – Change
    - Removed: The City supports a regional approach to the implementation of energy efficient building codes.
    - Added: Collaboration language in the introduction section.
- Continued advocacy for legislation to address climate change by improving efficiency, increasing renewable energy, reducing GHG emissions and dependence on fossil fuel.

City of Louisville

# Transportation

- 2026 – No Changes
- Continued advocacy for funding and investments in transportation including projects in Louisville, support for Complete Streets and Vision Zero, increase of RTD services, and rail.

City of Louisville

# Utilities, Telecommunications, and Broadband

- 2026 – No Changes
- Continued advocacy for policies to protect natural resources and allow the City to maintain facilities efficiently, allowing for reasonable and equitable rates while maintaining quality.

City of Louisville

# Land Use, Development and Revitalization, Housing

- 2026 – No Changes
- Continued advocacy for local control as the starting point of land use planning, as well as investments and meaningful collaboration on policy development.

City of Louisville

# Economic Vitality and Business Development

- 2026 – No Changes
- New in 2025
- Continued advocacy for coordinated state efforts to attract and retain employers while supporting workforce development.

City of Louisville

# 2026 Legislative Agenda - Direction Needed

- Clear direction on edits, if needed
- Motion to adopt

  OR
- Staff can revise and bring on January 6 for adoption

City of Louisville

# Thank you & Next Steps

City of Louisville

City of Louisville
COLORADO • SINCE 1878

# CITY COUNCIL COMMUNICATION
## AGENDA ITEM 10G

**SUBJECT:** **DISCUSSION / DIRECTION: UPCOMING AGENDA ITEMS & IDENTIFICATION OF NEW ONES**

**DATE:** **DECEMBER 16, 2025**

**PREPARED BY:** **SAMMA FOX, DEPUTY CITY MANAGER**

**PRESENTED BY:** **DIANA LANGLEY, CITY MANAGER**

**SUMMARY:**
Staff requests that the City Council review the upcoming Council agenda items for the next three months, provide feedback, and suggest any additional topics for consideration.

**BACKGROUND / PRIOR DISCUSSIONS:**
On September 9, 2025, City Council held a workshop that included the City Council, City Attorney, City Manager, and Deputy City Manager to discuss building effective Council practices including roles, meetings, and collaboration. One of the results from the meeting is Council's request to, monthly, review upcoming Council agenda items on a three-month rolling basis, and identify additional agenda items.

On October 14, 2025, Council directed staff to include additional information on the Agenda Outlook. This information is included in the current format.

**ANALYSIS:**
The attached list details upcoming agenda items forecasted by staff for the Council meetings scheduled for the next three months, through April 28, 2026. The list includes the name of the agenda item, department, presenter, and a brief description of the item, as well as a high-level budget impact, identification if quasi-judicial, and the board / commission involvement. Staff requests that Council review the list, provide feedback, and suggest any additional items for consideration. While the timing of items may shift, the list reflects staff's best current estimate of when topics will be presented to Council.

**2025 COUNCIL WORK PLAN:**
This item supports Council's Work Plan by enhancing transparency, improving meeting preparation, and fostering proactive agenda planning.

**FISCAL IMPACT:**
Budgeted?: **No**

**ALTERNATIVE(S):**
1. Change the frequency of how often the list is reviewed by Council (e.g., quarterly instead of monthly), which may reduce administrative workload but limit responsiveness.
2. Change how far out the list forecasts agenda items.

**RECOMMENDATION:**
Review upcoming Council agenda items for the next three months, provide feedback, and suggest any additional topics for consideration.

**ATTACHMENT(S):**
1. List of upcoming agenda items – December 23, 2025 through April 28, 2026

# UPCOMING AGENDA ITEMS & IDENTIFICATION OF NEW ONES

## DECEMBER 23, 2025 – No Council Meeting (Christmas Week)

## JANUARY 6, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| Fire Chief Introduction and Reception | | | Introduction of the new Louisville Fire Protection District Chief and a small reception | N/A |
| Fire Restrictions | City Attorney | Kathleen Kelly | This will align fire restrictions within the City of Louisville to those issued by Boulder County | N/A |
| Emergency Operations Plan Adoption | CMO | Diana Langley | Approval of an Emergency Operations Plan | |
| BAP Amendment – TGR Group (Rocky Mountain Tap and Garden) | Community Development | Vanessa Zarate | Amends the current BAP to account for proposed expansion. | |
| Water Meter Replacement and AMI Project | Public Works | Kurt Kowar / Cory Peterson | Award of contract for Citywide Water Meter Replacement | Budgeted ~$4,800,000 |
| Award Contract for Conversion of In-Line Skating Rink to Pickleball Courts | PROS | Adam Blackmore / Bryon Weber | Conversion of the inline rink to pickleball courts. Including a sound reduction barrier called Pickleglass, installation of permanent nets and concrete resurfacing for dedicated court coloring and striping. | ~$290,000 – partially budgeted, will be asking for a budget amendment |

**Bold Items are Quasi-Judicial**

| Regular Business | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| 728 Grant Avenue Landmark and Grant Request | Community Development | Jess Daniels | Approval of landmark designation, alteration certificate to rehabilitate the existing porch & second story and $40,000 in HPC funds for the rehabilitation | $40,000 from HPC Funds |
| **Coal Creek Village – 2nd Reading**<br>• **Planning Commission – 9/12/24 & 10/09/25**<br>• **City Council, 1st Reading – 11/18/2025** | Community Development | Matt Post | Rezoning from MU-CC to MU-R and Preliminary Plat and PUD for mixed use residential development and an SRU to allow ground floor residential units in the MU-R zone district. | N/A |
| PROS Long Range Plan and Trails Master Plan Consultant Update | PROS | Adam Blackmore / Bryon Weber | DTJ Design will present a progress update on the PROS Long-range Plan and Trails Master Plan. Topics may include a summary of public engagement efforts, community survey results, takeaways from the needs assessment report and an outline of the project's next steps. | N/A |
| Boulder Office of Disaster Management IGA | CMO | Diana Langley | An agreement to begin participation in Boulder County Office of Disaster Management in 2026. | Budgeted ~$220,000 |

## JANUARY 13, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| DISCUSSION / DIRECTION: Comprehensive Plan Public Review Draft | Community Development | Rob Zuccaro / Jeff Hirt | Review and give direction on the Comprehensive Plan draft prior to the public comment period opening in late January / early February. | N/A |

**Bold Items are Quasi-Judicial**

# JANUARY 20, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| Generator Replacement | Public Works | Kurt Kowar / Tyler McCauley | Award of generator installation and replacements at WTP, PD/Court, and Recreation Center. | Budgeted ~$5,000,000 |
| | | | | |
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| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| Development Code Update RFP Approval | Community Development | Rob Zuccaro / Jeff Hirt | Community Development is seeking approval of the scope for an RFP for a Development Code Update consultant. | N/A |
| DISCUSSION / DIRECTION: 2026 City Council Work Plan Review | CMO | Diana Langley / Samma Fox | An opportunity to review and revise the proposed 2026 City Council Work. | N/A |
| DISCUSSION / DIRECTION: Upcoming Agenda Items & Identification of New Ones | CMO | Diana Langley / Samma Fox | Review upcoming agenda items and identify new ones for the period of January 27, 2026 through April 28, 2026. | N/A |

# JANUARY 27, 2026 – Special Council Meeting

| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
|---|---|---|---|---|
| Cultural Services Update | Cultural Services | Brandi Cummings | An overview of the department, highlighting the core functions, key initiatives, and success metrics of each division — the Louisville Public Library, the Historical Museum, and Arts & Events. | N/A |
| | | | | |

**Bold Items are Quasi-Judicial**

## February 3, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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## February 10, 2026 – City Council / ELT Workshop (9:00am to 3:00pm)

## February 17, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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| | | | | |
| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| 2026 City Council Work Plan Adoption | CMO | Diana Langley / Samma Fox | Adoption of the 2026 City Council Work Plan. | N/A |
| DISCUSSION / DIRECTION: Upcoming Agenda Items & Identification of New Ones | CMO | Diana Langley / Samma Fox | Review upcoming agenda items and identify new ones for the period February 18, 2026 through May 26, 2026. | N/A |
| | | | | |

**Bold Items are Quasi-Judicial**

## February 24, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| DISCUSSION / DIRECTION:<br>Via Appia | Public Works | Kurt Kowar | Review Information on Corridor Performance and Options for Future Resurfacing and Improvement. | Budgeted $1,000,000+ |
| | | | | |
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## March 3, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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## March 10, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| DISCUSSION / DIRECTION:<br>Upcoming Agenda Items & Identification of New Ones | CMO | Diana Langley / Samma Fox | Review upcoming agenda items and identify new ones for the period March 17, 2026 through June 16, 2026. | N/A |
| | | | | |

**Bold Items are Quasi-Judicial**

## March 17, 2026 – Regular Council Meeting

| Consent Agenda | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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## March 24, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
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## April 7, 2026 – Regular Council Meeting

| Consent Agenda | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| | | | | |
| | | | | |
| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| Animal Regulation Updates – 1st Reading | Police | Rafael Gutierrez | | |
| | | | | |

**Bold Items are Quasi-Judicial**

## April 14, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| DISCUSSION / DIRECTION: Upcoming Agenda Items & Identification of New Ones | CMO | Diana Langley / Samma Fox | Review upcoming agenda items and identify new ones for the period April 21, 2026 through July 22, 2026. | N/A |
| | | | | |
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## April 21, 2026 – Regular Council Meeting

| **Consent Agenda** | | | | |
|---|---|---|---|---|
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
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| **Regular Business** | | | | |
| **Agenda Item** | **Department** | **Presenter** | **Description** | **Budget Impact** |
| Animal Regulation Updates – 2nd Reading | Police | Rafael Gutierrez | | |
| | | | | |
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## April 28, 2026 – Special Council Meeting

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| | | | | |
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**Bold Items are Quasi-Judicial**

# PARKING LOT – Future Items that Have Not Been Scheduled

| Agenda Item | Department | Presenter | Description | Budget Impact |
|---|---|---|---|---|
| RMMA Follow-Up | Task Force | CM Hoefner, CM Kern, CA Kelly | Follow up and options from the Council Task Force. | N/A |
| Joint Meetings with Boards / Commissions | | | Schedule throughout 2026 | |

FAST TRACK LRC MEETING – START AT 5PM WITH THEM FOR A REGULAR MEETING?

**Bold Items are Quasi-Judicial**