

City Council

Agenda

Tuesday, March 5, 2024
Council Chambers
749 Main Street
6:00 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to **+1 719 359 4580 or 877 853 5247 (toll free)**
Webinar ID **#876 9127 0986**.
- You can log in via your computer. Please visit the City's website [here](http://www.louisvilleco.gov/council) to link to the meeting: www.louisvilleco.gov/council

The Council will accommodate public comments during the meeting. Anyone may also email comments to the Council prior to the meeting at Council@LouisvilleCO.gov.

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

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

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

5. CONSENT AGENDA

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

A. Approval of Bills

B. Approval of Resolution No. 9, Series 2024 – A Resolution Approving the Purchase of Wastewater Treatment Plant Chemicals

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4536 or 303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

- C.** Approval of Contract Addendum No. 2 Between the City of Louisville and Otak, Inc. for the City of Louisville South Boulder Road and Centennial Improvement Construction Management Services
- D.** Approval of Resolution No. 10, Series 2024 – A Resolution Approving an Intergovernmental Agreement with Boulder County for Co-Responder Services
- E.** Approval of 2024 Colorado State Forest Service Wildfire Mitigation Outreach Grant Application
- F.** Approval of Appointment of Prosecuting Attorney

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER’S REPORT

8. REGULAR BUSINESS

A. A PROCLAMATION DECLARING MARCH 2024 AS THE 22ND ANNUAL MARCH FOR MEALS MONTH

- Presentation
- Action

B. LIFE IN LOUISVILLE PHOTOGRAPHY CONTEST AWARDS PRESENTATION

- Presentation

C. 1303 EMPIRE ROAD

- i. RESOLUTION NO. 11, SERIES 2024 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL REVIEW USE, PLAT, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303 EMPIRE ROAD**

ii. ORDINANCE NO. 1869, SERIES 2024 – AN ORDINANCE APPROVING THE VACATION OF THREE EASEMENTS LOCATED ON LOT 1 DEDICATED BY THE EMPIRE ROAD SUBDIVISION (1303 EMPIRE ROAD) – 2ND READING – PUBLIC HEARING (advertised *Daily Camera* 2/25/24)

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

D. 2024 – 2029 SOLID WASTE HAULING CONTRACT AWARD

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

E. RESOLUTION NO. 12, SERIES 2024 – A RESOLUTION AMENDING THE 2024 BUDGET BY ELIMINATING APPROPRIATIONS IN THE OPEN SPACE & PARKS FUND, AND ESTABLISHING APPROPRIATIONS WITHIN NEWLY ESTABLISHED OPEN SPACE AND PARKS FUNDS AND ADJUSTING BUDGETED REVENUE IN THE OPEN SPACE & PARKS FUND, OPEN SPACE FUND, AND PARKS FUND – PUBLIC HEARING (advertised *Daily Camera* 2/25/24)

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

F. ORDINANCE NO. 1870, SERIES 2024 – AN ORDINANCE RENAMING THE ARTS & CULTURE ADVISORY BOARD AND AMENDING THE LOUISVILLE MUNICIPAL CODE TO REFLECT THE SAME – 1ST READING – SET PUBLIC HEARING 3/19/24

- Introduction
- Action

9. CITY ATTORNEY'S REPORT
10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS
11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 3/19/24.

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

- 2024 Concrete and Street Resurfacing Contract
- Amendment to Planned Community Zone District Zoning Agreement for the ConocoPhillips Colorado Campus General Development Plan Regarding Grading Provisions
- Construction Contract for Meadows and Joe Carnival Parks
- 2024 Storm System Maintenance Contract
- Wastewater Treatment Plan Solids Handling Construction Contract
- Update from Representative Joe Neguse
- Discussion/Direction/Action – Seasonal Main Street Closure
- Community Resilience/Marshall Fire Recovery Update
- Community Decarb Plan Update
- Updating 2024 – 2025 Utility Rates
- Changing Arts Board Name – 2nd Reading

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CASH ACCOUNT: 001000 101001

WARRANT: 021524 02/15/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14621	CHAD ROOT	MILEAGE 12/4/23 - 1/11/24	168.93
14621	CHAD ROOT	INT'L CODE COUNCIL CONF 2	368.50
13585	EPM POWER & WATER SOLUTIONS	CUST #150323600	1,628.34
15523	GOLF GURU LLC	GOLF LESSONS 1/27/24 - 2/	56.00
14760	GRANICUS LLC	Gov Delivery One Time Fee	8,505.00
14760	GRANICUS LLC	Gov Delivery Subscription	3,064.58
14938	INNOVISE BUSINESS CONSULTANTS	ACCT #CITYOFL-01	7,537.00
99999	CORD WEATHERLY	INT'L CODE COUNCIL 2/26/2	368.50
99999	GUARDIAN TITLE	REFUND UTILITY BILLING 47	25.00
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 2/8/24 - 2	1,961.25
3875	XCEL ENERGY	ACCT #53-1879595-0	1,183.44
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11 INVOICES			
=====			
WARRANT TOTAL			24,866.54
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CASH ACCOUNT: 001000 101001

WARRANT: 022224 02/22/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,729.33
11298	DELTA DENTAL OF COLORADO	007562-0001 MAR 2024 EMPP	15,224.04
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
6455	KAISER PERMANENTE	05920-01-16 MAR 2024 EMPL	193,737.56
14002	KANSAS PAYMENT CENTER/ SN20DM0	Payroll Run 1 - Warrant 0	21.53
9750	LEGALSHIELD	#22554 FEB 2024 EMPLOYEE	969.85
7735	LINCOLN FINANCIAL GROUP	000400001000-26902 FEB 20	1,979.64
7735	LINCOLN FINANCIAL GROUP	000010008470 MAR 2024 LTD	5,198.18
7735	LINCOLN FINANCIAL GROUP	000010008469 MAR 2024 LIF	7,905.12
7735	LINCOLN FINANCIAL GROUP	B00000001696 FEB 2024 ACC	1,581.56
8442	VISION SERVICE PLAN	12059727 MAR 2024 EMPLOYE	1,937.36
8442	VISION SERVICE PLAN	12059727 MAR 2024 EMPLOYE	1,524.12
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 2/15/24 -	2,040.00
3875	XCEL ENERGY	ACCT #53-1879600-8	202,824.83
=====			
15 INVOICES			WARRANT TOTAL
			444,275.83
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CASH ACCOUNT: 001000 101001

WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120 WATER, INC.	ANNUAL SOFTWARE PLATFORM	136.03
14599	120 WATER, INC.	ANNUAL SUB PWS PRO PACKAG	2,038.75
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	1,046.98
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	258.73
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	3,978.91
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	303.52
14121	ACUSHNET COMPANY	ACCT #US00002149\US000602	-15.00
14391	ADAM M GOLLIN	JAN/FEB 2024 PROSECUTING	1,395.00
12890	ADAMSON POLICE PRODUCTS	ORDER #C0114435	13.90
12890	ADAMSON POLICE PRODUCTS	ORDER #C0116060	137.64
12890	ADAMSON POLICE PRODUCTS	CUST #C0260 D.CRANK	1,111.75
12890	ADAMSON POLICE PRODUCTS	ORDER #C0116554 CUST #C	279.00
12890	ADAMSON POLICE PRODUCTS	ORDER #C0115763 CUST #C	6.95
12890	ADAMSON POLICE PRODUCTS	ORDER #C0115801 CUST #CO	1,766.10
12890	ADAMSON POLICE PRODUCTS	ORDER #C0115806 CUST #C	2,000.00
14448	ADVANTAGE MOBILE UPHOLSTERY LL	FITNESS EQUIPMENT UPHOLST	537.20
15449	AECOM TECHNICAL SERVICES, INC.	PROJ #60691889 2/20/24-2	2,007.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	600.00
2330	AIRGAS USA, LLC	PAYER #4201068	201.57
2330	AIRGAS USA, LLC	CUST #4201068	125.52
2330	AIRGAS USA, LLC	CUST #4201068	9.87
2330	AIRGAS USA, LLC	PAYER #4201068	236.90
15333	AKILA ARUMUGAM	INDIAN RECIPE PRESENTATIO	250.00
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #870159 WORK DONE	295.27
4160	ALARM DETECTION SYSTEMS, INC.	Acct #804654	330.06
480	AV-TECH ELECTRONICS INC	CUST #10-LOU1002	1,400.00
13980	AXON ENTERPRISE, INC.	INVOICE ACCT #512912 RE	31,900.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	37.36
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	19.43
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	52.75
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	111.07
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	47.21
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	27.78
15204	BOULDER COUNTY PUBLIC WORKS	JANUARY 2024 GATE FEES	1,605.20
7706	BRANNAN SAND & GRAVEL CO LLC	CUST #1488	327.70
7706	BRANNAN SAND & GRAVEL CO LLC	CUST #1488	287.68

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WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1122	BRETSA	EMPLOYEE #429 1/8/24	11.58
14403	CALLAWAY GOLF	ACCT #18883	1,546.77
14403	CALLAWAY GOLF	ACCT #18883	118.86
14403	CALLAWAY GOLF	ACCT #18883	6,500.00
13352	CGRS INC	CGRS PROJ #2-8687-13360	340.00
13964	CHANDLER ASSET MANAGEMENT	JAN 2024 ACCT #CITY OF	3,185.58
15775	CHILDREN'S HOSPITAL COLORADO	CUST #00001590	800.00
4025	CINTAS CORPORATION NO. 2	CUST #12522401	320.75
4025	CINTAS CORPORATION NO. 2	CUST #12522401	320.75
4025	CINTAS CORPORATION NO. 2	CUST #12522401	324.40
14118	CLUB PROPHET SYSTEMS	CUST #C99989	8,316.00
10056	COLORADO DOORWAYS INC	ORDER #613375 QUOTE #495	560.00
14305	COLORADO INFORMATION SHARING C	2024 CISC MEMBERSHIP FEES	875.00
13162	CORE & MAIN LP	ACCT #103796	761.82
13162	CORE & MAIN LP	ACCT #103796	229.60
13162	CORE & MAIN LP	ACCT #103796	65.00
15304	CORONA ENVIRONMENTAL CONSULTIN	BILLING THROUGH 1/31/24	1,909.10
12428	CUMMINS SALES AND SERVICE	CUST #479194	1,378.00
12428	CUMMINS SALES AND SERVICE	CUST #479194	2,138.00
15769	CURTIS, JUSTUS, & ZAHEDI, LLC	JAN 2024	8,760.00
15190	DANIEL LASHER	2/13/24 ASL TRANSLATION F	521.92
15190	DANIEL LASHER	2/14/24 ASL TRANSLATION F	565.85
15190	DANIEL LASHER	2/20 & 2/22/24 ASL TRANSL	1,196.64
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	2,093.11
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,951.71
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,092.24
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	3,229.86
15778	DESTINY SOFTWARE, INC.	AGENDAQUICK SOFTWARE 2/1/	9,250.00
6258	ENVIROTECH SERVICES INC	CUST #10327	3,252.29
6258	ENVIROTECH SERVICES INC	CUST #10327	3,600.85
6258	ENVIROTECH SERVICES INC	CUST #10327	3,640.69
6258	ENVIROTECH SERVICES INC	CUST #10327	3,593.74

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CASH ACCOUNT: 001000 101001

WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
12270	FASTENAL COMPANY	CUST #COBOU1062	8.40
14896	FASTSIGNS OF BROOMFIELD	"Who We Are" BANNERS	1,050.00
14606	FEHR AND PEERS	JAN 2024 PROJ #DN23-0766	342.50
15774	FLOOR CRAFTERS BOULDER LLC	CUST ID #03260	110.00
15774	FLOOR CRAFTERS BOULDER LLC	JOB #10433742 FAMILY LOCK	1,059.50
14070	FORENSIC TRUTH VERIFICATION GR	K.ALVEREZ PRE-EMPLOYMENT	247.50
15334	GERTRUDE ELIZABETH NEAL	GRANT FOR LANDMARK BONUS	5,000.00
14712	GOLF GENIUS SOFTWARE LLC	CUST ID #10899	3,500.00
2280	GOODHUE DITCH AND RESERVOIR CO	2024 ASSESSMENT COAL CREE	399.13
2280	GOODHUE DITCH AND RESERVOIR CO	2024 ASSESSMENT	23,444.88
2310	GRAINGER	ACCT #802864512	28.81
2310	GRAINGER	ACCT #802864512	1,297.56
2310	GRAINGER	ACCT #802864512	140.88
15782	GRETCHEN FOSTER MOSCA	WHOLE BRAIN LIVING CLASSE	490.00
2405	HACH COMPANY	ACCT #094039	1,711.69
15381	HICKS CONTRACTORS SERVICES LLC	2" SUMP LINE SOUTH PLANT	2,245.00
8833	ICONICS INC	ORDER #160740 PO #I0215	1,964.00
14774	IMPACT DEVELOPMENT FUND	2024 ANNUAL SERVICING FEE	1,500.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	2,645.49
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	39.81
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	661.00
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545	324.00
14239	JC GOLF ACCESSORIES	CUST CODE: COALCRK	195.82
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	297.49
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	133.90
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	193.90
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	444.63
15693	JESSICA BRONSON	GRANT FOR LANDMARK BONUS	5,000.00
14219	KIMLEY-HORN AND ASSOCIATES INC	PROJ #096489007.3 SERVIC	1,000.00
14219	KIMLEY-HORN AND ASSOCIATES INC	JAN 2024 PROJ #09648901	16,157.50

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WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10197	KOLBE STRIPING INC	JOB #23040 2023 PAVEMENT	5,515.70
14233	LEADSONLINE LLC	4/1/24 - 3/31/25 Agency	3,626.00
6653	LEYNER COTTONWOOD CONSOLIDATED	LEYNER COTTONWOOD 2024 AS	8,305.00
14592	LIVE OAK BANK	PREMISE #300864286 & 3039	5,006.33
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	790.00
5432	LOUISVILLE FIRE PROTECTION DIS	D.RUSSELL BLOOD DRAW 1/29	35.00
14918	MIZUNO USA INC - NDC	CUST ACCT #161027	154.83
6168	MOTION & FLOW CONTROL PRODUCTS	CUST ID #104001 ORDER #5	94.92
6427	NORTHERN COLO WATER CONSERVANC	2024 ASSESSMENT	969,831.73
99999	BRIAN HOFFER	REFUND LOUISVILLE REC CEN	354.00
99999	MARY BRUNNER	REFUND LOUISVILLE REC CEN	72.00
99999	JONATHAN SHORE	REFUND LOUISVILLE REC CEN	625.00
99999	JEROLYN OCHS	REFUND LOUISVILLE REC CEN	140.00
99999	DEBRA HUSTON	REFUND LOUISVILLE REC CEN	150.00
99999	JULIE CARSON	REFUND LOUISVILLE REC CEN	165.00
99999	LAURA MALONE	REFUND LOUISVILLE REC CEN	108.00
99999	LINDA STEIMKE	REFUND LOUISVILLE REC CEN	112.00
99999	SHONA NERSTAD	REFUND LOUISVILLE REC CEN	150.00
99999	TIFFANY HARRISON	REFUND LOUISVILLE REC CEN	168.00
99999	PATRICK YANNUL	REFUND LOUISVILLE REC CEN	126.00
99999	AMANDA GOTSCHALL	REFUND LOUISVILLE REC CEN	126.00
99999	GARY SOLOMON	REFUND LOUISVILLE REC CEN	170.00
99999	CARL DIEHL	REFUND LOUISVILLE REC CEN	113.00
99999	MAGGIE WILENSKY	REFUND LOUISVILLE REC CEN	120.00
99999	DAVID MCGOVERN	REFUND LOUISVILLE REC CEN	105.00
99999	KATIE PRIBYL	REFUND LOUISVILLE REC CEN	120.00
99999	DREW MCKINNEY	REFUND LOUISVILLE REC CEN	128.00
99999	CHRISTINE COPELAND	REFUND LOUISVILLE REC CEN	130.00
99999	GARY CHAPMAN	REFUND LOUISVILLE REC CEN	127.00
99999	MARC HERRERA	REFUND LOUISVILLE REC CEN	140.00
99999	CHARMAINE KLEIBER	REFUND LOUISVILLE REC CEN	103.00
99999	JENNIFER NIEMANN	REFUND LOUISVILLE REC CEN	120.00
99999	GEORGIA MADRID	REFUND LOUISVILLE REC CEN	176.00
99999	JULIE MELCHIOR	REFUND LOUISVILLE REC CEN	218.00
99999	RACHEL BERNSTEIN	REFUND LOUISVILLE REC CEN	215.50
99999	HYOKYUNG LEE	REFUND LOUISVILLE REC CEN	173.90
99999	LYNDA HALEY	REIMBURSE LUNCH FOR HPC M	17.67
14899	OTAK INC	PROJ #020108.C00 SERVIC	21,664.25
13649	OVERDRIVE INC	CUST ID #1100-0005	809.08

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CASH ACCOUNT: 001000 101001

WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13649	OVERDRIVE INC	CUST ID #1100-0005	37.00
13649	OVERDRIVE INC	CUST ID #1100-1006	591.85
15770	PARK CONSULTING GROUP, INC.	Jan 2024 Consulting Suppo	3,200.00
14144	PING INC	CUST #40692	152.65
14675	POINT AND PAY LLC	JAN 2024 CREDIT CARD FEES	6,775.69
14394	PROS PLUS LLC	LOUISVILLE -YBB	909.00
14394	PROS PLUS LLC	BASKETBALL REFEREES	808.00
13549	PUSH PEDAL PULL INC	CUST #0002335	2,716.67
13549	PUSH PEDAL PULL INC	Acct #0002335	3,237.99
13549	PUSH PEDAL PULL INC	Acct #0002335	307.08
13549	PUSH PEDAL PULL INC	PREV MAINT ACCT #000023	2,115.00
14078	RANGE SERVANT AMERICA INC	CUST ID #COAL CREEK	8,340.21
15440	REDYNS, INC.	CITY COUNCIL BROADCAST SU	280.00
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715	3,854.34
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	257.40
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	277.59
14297	ROCKFAN ENTERTAINMENT	Deposit Council Chambers	31,875.82
15528	RYDERS PUBLIC SAFETY LLC	B.MERLOW ALTERATIONS	60.00
15497	SENERGY PETROLEUM LLC	CUST ID #84628	922.67
14612	SOME LIKE IT GREEN	FEB 2024 PLANT SERVICE	94.00
13059	SPRAGUE PEST SOLUTIONS	2/2/24 WATER TRMT S WT SO	90.75
13059	SPRAGUE PEST SOLUTIONS	2/9/24 WATER TRMT N WT NO	82.50
13059	SPRAGUE PEST SOLUTIONS	2/9/24 REC/SENIOR CENTER	105.00
13059	SPRAGUE PEST SOLUTIONS	2/21/24 POLICE DEPT	75.00
13059	SPRAGUE PEST SOLUTIONS	2/7/24 CITY HALL	82.50
13059	SPRAGUE PEST SOLUTIONS	2/7/24 MUSEUM	75.00
13059	SPRAGUE PEST SOLUTIONS	2/2/24 ART CENTER & MS	75.00
13059	SPRAGUE PEST SOLUTIONS	2/21/24 CITY SERVICES	145.00
13059	SPRAGUE PEST SOLUTIONS	2/9/24 WASTE WATER TRMT 1	82.50
13059	SPRAGUE PEST SOLUTIONS	2/2/24 LIBRARY	75.00
13293	STAPLES ADVANTAGE	ACCT #1011493	89.50
15451	SYLVESTER'S MAINTENANCE & MECH	Job #84136390 CS-Bay Doo	542.50
14550	TAYLOR MADE GOLF COMPANY INC	ACCT #632413	964.68

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CASH ACCOUNT: 001000 101001

WARRANT: 030524 03/05/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15758	TEXTRON E-Z-GO LLC	CUST #700012259	409.71
15758	TEXTRON E-Z-GO LLC	CUST #700012259	236.18
15758	TEXTRON E-Z-GO LLC	CUST #700012259	322.71
391	THE DENVER POST	ACCT #153901328 52 WEEK	1,200.95
15765	THE SOURCING GROUP, LLC	ACCT #003212	746.02
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	166.70
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #T0B5E4W	238.44
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	50.00
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	137.44
4900	VRANESH AND RAISCH LLP	CLIENT #0751 WORK THROU	865.05
14527	WATERWORTH	ANNUAL WATERWORTH MARCH2	7,485.00
14373	WEIFIELD GROUP CONTRACTING INC	1/12/24 SCWTP	1,634.34
14373	WEIFIELD GROUP CONTRACTING INC	1/15/24 LOUISVILLE PRV VA	1,417.50
14373	WEIFIELD GROUP CONTRACTING INC	2/9/24 HBWTP	2,109.57
=====			
184 INVOICES			
=====			
WARRANT TOTAL			1,305,574.74
=====			

02/28/2024 13:29
tscott

|City of Louisville, CO
| DETAIL INVOICE LIST

|P 1
|apwarrnt

CASH ACCOUNT: 001000 101001

WARRANT: 123123J 12/31/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	PROJ #231286F-2023	400.00
13547	A G WASSENAAR INC	PROJ #233353F-2023 SANITA	400.00
14649	CONSOR NORTH AMERICA, INC.	DEC 2023 PROJ #N192427C	77,953.97
15302	EARTHHERO	BAP SALES TAX	31.89
1960	FARMERS RESERVOIR & IRRIGATION	2022/2023 FRICO CONVEYANC	3,300.78
15619	ICON ENGINEERING INC	PROJ #23-023 SERVICES THR	9,992.50
11289	JVA INC	DEC 2023 PROJ #220059.EN	582.00
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	3,769.74
3100	LOUISVILLE CHAMBER OF COMMERCE	PARADE OF LIGHTS EVENT SP	2,000.00
6939	MCCANDLESS TRUCK CENTER LLC	VIN #1HTWDAAR9AJ232452	27,034.24
6427	NORTHERN COLO WATER CONSERVANC	NCWCD 2023 CARRYOVER WATE	22,726.40
99999	MILLER WALL COMPANY	REFUND BUILDING PERMIT #M	8,352.98
15292	SBDC	DEC 2023	4,166.67
15780	SNARF'S LOUISVILLE LLC	BAP REBATE CALCULATION	4,194.66
=====			=====
14 INVOICES			WARRANT TOTAL 164,905.83
=====			=====

SUBJECT: APPROVAL OF RESOLUTION NO. 9, SERIES 2024 – A
RESOLUTION AUTHORIZING THE PURCHASE FOR
WASTEWATER TREATMENT PLANT CHEMICALS

DATE: MARCH 5, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DIRECTOR

SUMMARY:

Staff recommends approval of Resolution No. 9, Series 2024 for the purchase of polymer products used as part of the wastewater treatment process.

The City solicits annual bids for various treatment chemicals for water and wastewater. One of these chemicals is a polymer product used to thicken wastewater biosolids prior to hauling offsite. Without the use of polymer the treatment process would be less effective in removing water from the waste stream increasing hauling costs.

Polymer prices have increased substantially in the last couple of years and staff have focused on using polymer as efficiently as possible to maintain cost control. For 2024, polymer expenditures are estimated at \$120,000. The attached resolution will allow for the purchase of polymer and maintain operations at the Wastewater Plant.

FISCAL IMPACT:

The 2024 budget (502472-522010) allocates \$145,000 for all chemicals. The remaining funds will be used for other wastewater chemicals.

RECOMMENDATION:

Staff recommends City Council approve the resolution to purchase polymer products at \$120,000.

ATTACHMENT(S):

1. Resolution

**RESOLUTION NO. 9
SERIES 2024**

**A RESOLUTION AUTHORIZING THE PURCHASE OF WASTEWATER TREATMENT
PLANT CHEMICALS**

WHEREAS, each year, the City solicits bids for various treatment chemicals for water and wastewater; and

WHEREAS, the City determines the quantity of treatment chemical purchases based on projected use of such chemicals for the entire year; and

WHEREAS, in 2024, Polydyne, Inc. was the lowest responding bidder for various water and wastewater chemicals, including a polymer product used to thicken wastewater biosolids prior to hauling such biosolids offsite; and

WHEREAS, the City Council appropriated \$145,000 from the Wastewater Activity Enterprise Fund for wastewater chemicals as part of the 2024 budget; and

WHEREAS, the City staff anticipates needing \$120,000 of polymer for the City's 2024 wastewater treatment process, leaving a remainder of \$25,000 for the purchase of other chemicals to be used in the City's wastewater treatment process; and

WHEREAS, the City Council, by this resolution, desires to approve the purchase of polymer product in an amount not to exceed \$120,000, so that the City may effectively treat wastewater biosolids for 2024, and to authorize the City Manager to execute all documentation required to accomplish such purchase.

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

Section 1. The City Council hereby authorizes an expenditure in an amount not to exceed \$120,000 from monies appropriated in the Water and Wastewater Activity Enterprise Fund, which amount shall be used by the City staff to purchase polymer product from Polydyne, Inc.

Section 2. The City Manager, on behalf of the City, is authorized to negotiate and execute a purchase order and any other documentation, required to accomplish the purchase of polymer products from Polydyne, Inc., in an amount not to exceed \$120,000.

PASSED AND ADOPTED this 5TH day of February, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF CONTRACT ADDENDUM NO. 2 BETWEEN THE
CITY OF LOUISVILLE AND OTAK, INC. FOR THE CITY OF
LOUISVILLE SOUTH BOULDER ROAD AND CENTENNIAL
IMPROVEMENT CONSTRUCTION MANAGEMENT SERVICES**

DATE: MARCH 5, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff is requesting authorization to sign and execute Addendum #2 in the amount of \$10,000.00 for the South Boulder Road (SBR) and Centennial Improvement contract with Otak, Inc. for additional construction management and project closeout services.

BACKGROUND:

Key Project Milestones:

- December 8, 2021 - the agreement between the City of Louisville and Otak was executed for the South Boulder Road At-Grade Pedestrian Crossing Improvement Construction Management Project.
- May 17, 2022 - the City executed the contract with Goodland Construction.
- Summer of 2022 - Construction started.
- December 2022 – Original Project scope substantially completed.
- January 3, 2023 – Council authorized staff to execute a new contract with Goodland Construction to make additional improvements to South Boulder Road between Centennial Drive and Main Street, including:
 - Remove and replace old ramp with a new ramp that meets ADA standards at the SW corner of Main Street and SBR.
 - Modify and improve the eastbound right turn lanes to improve safety at the intersections with Centennial Drive and Main Street.
 - Remove existing 5-foot sidewalk on the south side of SBR and replace with an 8-foot wide sidewalk.
 - Remove and replace south side of median between Centennial Drive and Main Street to provide better eastbound lane alignment for safety and driver comfort approaching the railroad tracks.
- January 3, 2023 – Council authorized staff to execute Addendum #1 with Otak for design and easement services associated with the additional sidewalk work between Centennial Drive and Main Street. Services included:
 - Eastbound right turn lane design, striping, and surveying
 - Assistance with easement and property owner negotiations for property on south side of right turn lane.
 - Additional Construction Management and Inspection services.
- August 2023 – Project was substantially completed.
- Current (Addendum 2) – Otak is continuing to work with CDOT and contractor for project closeout related to the IGA with CDOT for project reimbursement. The

SUBJECT: ADDENDUM NO. 2 SBR AND CENTENNIAL INTERSECTION IMPROVEMENTS**DATE: MARCH 5, 2024****PAGE 2 OF 3**

work is anticipated to be completed by end of 1st quarter 2024. Additional services include:

- Additional construction management and inspection hours due to the previously approved additional construction scope.
- Additional hours to close out the project with CDOT. The CDOT project closeout process is taking more time than originally planned, due to added scope and partially due to staff turnover at CDOT and due to the contractor and sub contractor being slow on providing follow up documentation requests.

FISCAL IMPACT:

The below tables summarizes contracts and budget amendments approved to date. This project was part of a DRCOG TIP project with an 80/20 (CDOT/City) split up to a maximum reimbursement of \$1,003,000 between design and construction with the City funding the overmatch above that amount. Council approved two previous budget amendment requests with the first being for \$1,058,568 for the construction and a second for \$158,718.98 for the Centennial Drive to Main Street sidewalk and ramp improvements. A third budget amendment was requested on April 13, 2023 to cover additional costs required to modify the median island between Centennial Drive and Main Street due to ROW constraints for the sidewalk on the south side of the new sidewalk.

Accounts		
Year	Account #	Budgeted
2021	301312-660278	\$1,359,800.00
	Budget Amendment 1	\$1,085,568.00
	Budget Amendment 2	\$158,718.98
	Budget Amendment 3	\$75,000.00
	Total Budget:	\$2,679,086.98

Approved 5/17/2022
Approved 01/03/2023
Requested 04/13/2023

All Approved SBR Contracts (Final Costs)			
Company	Purchase Order #	Amount	
Kimley-Horn	2021079	\$376,061.38	
Millerbernd	2021279	\$77,417.00	
Otak (to date)	2022038	\$113,210.75	
TCE Payments	N/A	\$2,000.00	
Lumin8	2023006	\$33,724.00	
Goodland At-Grade	2022127	\$1,455,763.49	
Goodland Centennial	2023109	\$580,244.52	
Total Expenses:		\$2,638,421.14	
Otak Addendum 2		\$10,000.00	
		\$30,665.84	

Notes:

Pro Services - Project Design
Material Purchase - Signal Pole
Pro Services - Construction Mgmt
Temp Construction Easements
SBR/Via Appia Cabinet Replacement
Construction Contract At Grade Project
Construction Contract Centennial Imps.

This CC approval request
Remaining Budget

PROGRAM/SUB-PROGRAM:

This project will help support the Program Goal of a safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost. This project will increase the safety of pedestrian users and traveling motorists.

RECOMMENDATION:

Staff recommends Council authorize the City Manager, Public Works Director and City Clerk to sign and execute Addendum #2 for the South Boulder Road and Centennial Improvement project with Otak, Inc. in the amount of \$10,000.00.

ATTACHMENT(S):

1. Otak Addendum 2

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☒		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

EXHIBIT C

Addendum No. 2 to Service Agreement

This Addendum to that certain Services Agreement dated December 8, 2021 is made effective as of March 5, 2024, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated January 3, 2023.

1. Services to be provided: Additional services in closing out the CDOT contract and additional construction management services for the South Boulder Road and Centennial Intersection Improvement Projects. See attached proposal for additional description.
2. Fees: \$10,000.00
3. Schedule: Update the term through March 31, 2024.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

Company: Otak, Inc.

Address: 371 Centennial Parkway, Suite 210
Louisville, CO 80027

By: Matthew L Marshall
Matthew Marshall, Interim Regional Director

Digitally signed by Matthew L Marshall
DN: C=US, E=matt.marshall@otak.com,
CN=Matthew L Marshall
Date: 2024.01.19 17:01:23-07'00'

Attest: Patrick Pease
Patrick Pease, P.E., Construction Project Engineer

Digitally signed by Patrick Pease
Date: 2024.01.22 07:36:28-07'00'



December 12, 2023

Geoff Nettleton
Project Manager
City of Louisville
749 Main Street
Louisville, CO 80027

Re: South Boulder Road At-Grade Crossings Improvements — Otak Project No. 20231

Dear Mr. Nettleton,

Otak appreciates the opportunity to continue to partner with the City of Louisville. We are respectfully requesting an amendment to the current contract for the SBR At-Grade Crossings Improvements project in order to assist with final closeout.

Per our discussions, Otak acknowledges that preparing the materials book throughout the course of the project was not included in our original scope of work and subcontract we held with our geotechnical testing subconsultant. Note, the cost to correct this oversight is not included in this amendment. We have completed the materials book “on our own dime” in acknowledgement of our error. This additional work consists of the hours needed to close out the project, only necessary due to the additional project scope of construction, which included: sidewalk, median cover concrete, curb and gutter, traffic signals with pedestrian push buttons, ADA ramps, and pavement markings at South Boulder Rd and Centennial Street/Main Street.

The total amount requested is \$10,000, detailed below.

Tasks		Principal	CM	Senior Inspector	Project Coord	Otak Total
Staff		Meyer	Pease	Alvarado	Woods	
Rate		\$ 185	\$ 183	\$ 135	\$ 122	
Amendment 2		2	32	26	2.25	62.25
Construction Management & Inspection				20		\$ 2,700
Closeout Documentation & Coordination		1	32	6		\$ 6,851
Project Management		1			2.25	\$ 460
Total Amount		\$ 370	\$ 5,856	\$ 3,510	\$ 275	\$ 10,000

Sincerely,
Otak, Incorporated

Patrick Pease
Digitally signed by Patrick Pease
Date: 2024.01.22 07:37:09 -07'00'

Patrick Pease, P.E.
Project Engineer

Matthew Marshall
Interim Regional Director

SUBJECT: APPROVAL OF RESOLUTION NO. 10, SERIES 2024 – A
RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH BOULDER COUNTY FOR MENTAL
HEALTH CO-RESPONDER SERVICES

DATE: MARCH 5, 2024

PRESENTED BY: RAFAEL GUTIERREZ, CHIEF OF POLICE

SUMMARY:

An Intergovernmental Agreement (IGA) has been proposed between the City and Boulder County authorizing the City to utilize the services of the Mental Health Co-Responder Regional Program to enhance the police department's response to calls for service involving people in need of mental health support. The agreement will provide mental health resources based at the police department to provide dedicated co-response services for the City. The agreement allows the City to participate in regional efforts to assist community members in mental health crisis. This Agreement involves a 4-year agreement with the County beginning January 1, 2024, or upon execution, and ending on December 31, 2027.

FISCAL IMPACT:

\$220,087 for 2024, however, grant funding was sought and the City was recently notified by the State of Colorado Department of Human Services/Behavioral Health Administration, subject to a finalized agreement, to provide grant funding to cover most of the costs of this program for the remainder of the State's FY 2024 and FY 2025.

The City's payment obligations under the IGA are payable in the fiscal year for which funds are appropriated for the payment thereof. The City's obligations under the IGA shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.

RECOMMENDATION:

Approve Resolution

ATTACHMENT(S):

1. Resolution
2. Intergovernmental Agreement and Statement of Work with Boulder County

SUBJECT: RESOLUTION NO. 10, SERIES 2024

DATE: MARCH 5, 2024

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☒	 Collaborative Regional Partner

**RESOLUTION NO. 10
SERIES 2024**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
BOULDER COUNTY FOR CO-RESPONDER SERVICES**

WHEREAS, there has been proposed an Intergovernmental Agreement by which the Boulder County Department of Community Services would provide the Louisville Police Department with Co-Responder services in exchange for payment; and

WHEREAS, the Co-Responder model pairs, and combines the expertise of, law enforcement and behavioral health specialists to intervene and respond to behavioral health-related calls for police service, with the goal of de-escalating situations and helping to link individuals with behavioral health issues to appropriate services; and

WHEREAS, by this resolution the City Council desires to approve, and authorize the Mayor to execute, the Intergovernmental Agreement.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement (the "Agreement"), between the City of Louisville and Boulder County, for behavioral health Co-Responder services, 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, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 5th day of March, 2024.

Christopher M Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

INTERGOVERNMENTAL AGREEMENT Co-responder Services

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Community Services
Mailing Address	
IGA Contact – Name, email	Jennine Hall jhall@bouldercounty.gov
Municipality Contact Information	
Municipality	City of Louisville
Department	Police Department
Mailing Address	992 West Via Appia Way Louisville, Colorado 80027
IGA Contact – Name, email	Rafael Gutierrez, Police Chief rgutierrez@louisvilleco.gov
Invoice Contact – Name, email	
Term	
Start Date	Jan 1, 2024
Expiration Date	December 31, 2027
IGA Amount	
IGA Amount for 2024	\$220,087.80
Brief Description of Services	
County will provide dedicated co-responder services to the City of Louisville for the benefit of its Police Department.	
IGA Documents	
Exhibit A - Scope of Services	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the City of Louisville, a State of Colorado municipality ("City"), and the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Services Department ("County"). The City and County are each a "Party," and together the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which

is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The Details Summary and Exhibit A are incorporated into this IGA by reference.
2. Services to be Performed: The County will provide the services described in Exhibit A (the "Services"). County will perform the Services (a) at its own cost and expense, (b) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (c) in strict accordance with the IGA.
3. Term of IGA: The Term begins on the Start Date and expires on the Expiration Date, unless terminated earlier pursuant to Section 8 hereof.
4. Payment for Services: In consideration of the Services performed by County, and subject to conditions contained in this IGA, the City will pay an amount not to exceed the IGA Amount to County in accordance with the Exhibit A.
5. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to each other and as to any person not a party to the IGA, the limitations on liability, immunities, rights and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
6. Nondiscrimination: County will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. The Parties prohibit unlawful discrimination on the basis of race, color, religion, creed, gender, gender identity, national origin, ancestry, age, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. County must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Independent Contractor: County is an independent contractor for all purposes in performing the Services. None of County's employees, agents, personnel or subcontractors are employees of the City for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, the City will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of County or County's employees. As an independent contractor, County is responsible for employing and directing such personnel and agents as it requires to perform the Services. County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
8. Termination
 - a. Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either

Party, or the appointment of a receiver or similar officer for either Party or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

b. Non-Appropriation: The other provisions of this IGA notwithstanding, the City is prohibited by law from making financial commitments beyond the current fiscal year. Payment to County beyond the current fiscal year is contingent on the appropriation by City and continuing availability of funding in any subsequent year. City has reason to believe that sufficient funds will be available for the full Term. Where, however, funds are not appropriated for any fiscal period beyond the current fiscal year, City shall notify County, and this IGA shall terminate automatically at the end of the then-current fiscal year without penalty to City, although City will remain obligated to pay for any Services provided by County prior to termination under this subsection.

c. Convenience: In addition to any other right to terminate under this Section, either Party may terminate this IGA, in whole or in part, for any or no reason, upon sixty (60) days' advance written notice to the other Party.

9. Remedies for Non-Performance: If County fails to perform any of its obligations under this IGA, City may deny payment for any Services that do not comply with the requirements of the IGA or that County otherwise fails to provide or fully and finally complete, and/or terminate this IGA for breach.

10. Binding Arbitration Prohibited: The Parties do not agree to binding arbitration by any extra-judicial body or person.

11. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's Contact at the address specified in the Details Summary. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

12. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Services. This IGA may be amended only by a written agreement signed by both Parties.

13. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by County without the prior written consent of the City. If County subcontracts any of its obligations under this IGA, County will remain liable to the City for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

14. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

15. No Waiver: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.
16. Severability: If any provision of this IGA becomes inoperable, or is rendered void, invalid or unenforceable for any reason by a court of competent jurisdiction, but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.
17. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. Notwithstanding, where the beneficiary Department is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
18. Colorado Open Records Act: Either Party may disclose any records related to this IGA that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
19. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the Exhibit A, the terms of the main body of the IGA will control.
20. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of the limitations on liability, immunities, rights and protections available to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
21. Legal Compliance: County assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Services. County is solely responsible for ensuring that its performance under this IGA and the Services itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
22. Tax Exemption: Both Parties are exempt from payment of Federal, State, and local government taxes.
23. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.
24. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

25. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

26. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

27. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"), and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of City of Louisville
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓ <i>For Board-signed documents only</i> ↓↓		
Attest:	Initials	Attest:
Attestor Name:		Attestor Name:
Attestor Title:		Attestor Title:
		Initials:

Exhibit A
Statement of Work
City of Louisville Co-Responder Program

Scope of Work:

Louisville Police Officers and a behavioral health specialist (Co-Responder) respond together to calls for service that may involve mental health, substance use, death of a loved one, or some type of crisis. On scene, the team works not only to de-escalate the situation, but also provide behavioral health screening and assessment, call disposition planning and referral or linkage to needed services. The planning at the end of the encounter depends on several unique factors, and outcomes can range from leaving the individual with necessary resources, transporting the individual to a hospital or walk-in clinic, and providing support and resources for family members and others on-scene. Follow up will also be provided after the initial encounter. This can include case management services and providing coordination with various systems of care. The team structure will vary to meet the needs of the community and partnering agencies and will include primary and secondary response. In addition, this position will cross train between law enforcement and behavioral health disciplines to gain a greater understanding of Louisville Police Department procedures and practices and Co-Response skills.

Period of Performance:

The period of service under this IGA will be for four calendar years starting January 1, 2024, and ending December 31, 2027.

Location and Hours of Service:

Staff under this IGA will serve the statutory town of Louisville. The main office for this position will be located at the Louisville Police Department, 992 West Via Appia Way, Louisville, Colorado 8007. . This position will often work off site and in the community, including homes, community agency sites, hospital emergency rooms, psychiatric units, nursing homes, jails, and juvenile detention facilities. Mileage costs for this position will be paid by Boulder County at a defined rate.

This Statement of Work supports 2 full time FTEs (40 hours per week) with working hours of 12:00 pm – 10:00 pm Sunday through Wednesday and Wednesday through Saturday.

Staff Qualifications and Provided Services:

CR staff require a minimum of 2 years of experience in Motivational Interviewing, crisis counseling, verbal-de-escalation, working with diverse and at-risk populations, community networking and resource delivery. They must have, at minimum, a bachelor's degree from an accredited university or college in counseling, social work, or psychology is required and a master's degree in social work or counseling is highly preferred. They must be at least 21 years of age, possess, maintain a valid Motor Vehicle Operator's license, and have an acceptable driving record and have a working motor vehicle. They must also meet the requirements of applicable federal, state, and organizational background checks and be willing to work a flexible schedule that includes evenings and weekends.

Co-Responder: These positions will fulfill the following duties and responsibilities.

- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.
- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.
- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the UniteUs data system.
- Attends monthly team meetings and clinical supervision.
- Accepts referrals from law enforcement for case management and broker service delivery to community members.
- Completes at least 20 hours of defensive tactics training yearly and new employee training provided by Boulder County.
- Serves as a mental health consultant on Boulder County Sheriff Office SWAT negotiations.
- Other duties as assigned.

Supervision:

A minimum of 3 hours of clinical supervision will be provided to staff by a Clinical Supervisor of the Boulder County Co-Responder Team. In addition, staff will meet with a designated official from the Louisville Police Department at least once a month to discuss caseload and service provision. All requests for leave will be approved by the Clinical Supervisor of the Boulder County Co-Responder Team. The monthly schedule of the staff will be shared with the Louisville Police Department in a way that it accessible and easy to reference.

Applicable Standards:

This position will be knowledgeable of and comply with all the policies and procedures for the Louisville Police Department and Boulder County Co-Responder Team.

Evaluation and Deliverables:

Services and outcomes will be regularly monitored for quality and expected performance. Regular meetings will be held with Louisville PD officials to discuss and evaluate services. Quarterly and annual reports of performance will be developed specific to Louisville Co-Responder activities and adjustments to service approach, hours and setting of expectations will be determined collaboratively between the Louisville PD and Boulder County Co-Responder Program Leadership.

Budget:

The following budget reflects costs for 2024 only. Annual budgets will be developed each year prior to the start of the new year. If desired for planning purposes, a 3% per year multiplier can be used to estimate costs for future years. The budget provides for 2 Co-Responders and applicable expenses. The cost of a computer is a onetime cost.

PERSONNEL	COST	FRINGE	FTE	AMOUNT
Co-Responder #1	\$77,000.00	\$29,260.00	100%	\$106,260.00
Co-Responder #2	\$77,000.00	\$29,260.00	100%	\$106,260.00
Subtotal Personnel				\$212,520.00
Expenses				
Computer	\$1675.00		X2	\$3350.00
Phone (\$67.00/month)	\$67.00	12 months	X2	\$1608.00
Mileage	\$100.00	12 months	X2	\$2400.00
Training	\$500.00		X2	\$1000.00
Subtotal Expenses				\$8358.00
Total Budget				\$220,087.80

**SUBJECT: APPROVAL OF 2024 COLORADO STATE FOREST SERVICE
WILDFIRE MITIGATION OUTREACH GRANT APPLICATION**

DATE: MARCH 5, 2024

PRESENTED BY: KIANA FREEMAN, RECOVERY & RESILIENCE MANAGER

SUMMARY:

As a major part of the Marshall Fire recovery and creating a resilient community to wildfires, the Recovery & Resilience Division is seeking support to apply for a wildfire mitigation outreach grant program.

In order for the resilience towards any threat or hazards to be effective, it is critical for the whole community to engage in mitigation efforts. A common challenge for those who work in the disaster management field is engaging with the whole community to care about preparedness and mitigation. Through this challenge, the Recovery and Resilience division has an opportunity to apply for a grant which explicitly targets wildfire mitigation outreach efforts. Being awarded this grant would allow the division to begin building a strong whole community mitigation program and continue to bring awareness to wildfire mitigation.

The projects from this grant would consist of various forms of materials created internally utilizing subject matter experts. The purpose of these materials is to consolidate wildfire mitigation recommendations into a central place. These documentations would be translated into multiple languages and published on various platforms to ensure the information is being communicated to the whole community of Louisville. Additionally, the award of this grant would allow the division to host multiple community engagement events to create an opportunity for the community to meet with experts in the field and being their plan for private property mitigation.

The grant would cover up to three years of outreach (March 2024 – March 2027). Louisville would be applying for a total project of \$37,400. The grant is 90% funded by CSFS with a 10% local match. This would result in the City's responsibility to cover a total of \$3,400 over the grant period. At this time, the match would be eligible to be covered by another grant that has been awarded to the Recovery & Resilience division.

FISCAL IMPACT

This grant application was not included in the 2024 budget and requires an amendment for the total cost of \$37,400.

RECOMMENDATION:

Staff recommends approval of the Colorado State Forest Service Wildfire Mitigation Outreach Grant application.

SUBJECT: WILDFIRE MITIGATION OUTREACH GRANT PROGRAM APPLICATION**DATE: MARCH 5, 2023****PAGE 2 OF 3****ATTACHMENT(S):**

1. CSFS Wildfire Outreach Grant Application

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner



2024 Application Wildfire Mitigation Outreach Grant Program

Established by HB 22-1007

Application Instructions

The application is in PDF format. Applicants should use Adobe Acrobat or the free Adobe Reader software to download and edit the application for the most reliable results. All blocks are fill-in enabled and character locked. Applicants should write clearly in complete sentences and provide as much detail as needed for reviewers to understand all aspects of proposed projects in the allotted character space. Characters include letters, numbers, spaces and punctuation.

Note: Additional support materials beyond the allowable material outlined in this application will not be considered.

A. Applicant Information

To receive Wildfire Mitigation Outreach Grant Program funds, the applicant or fiscal agent must be registered with the IRS and have a tax identification number. Fiscal agents often take responsibility for financial or other types of transactions for another entity. If the applicant organization will not be the direct fiscal agent for contracting purposes, list the name of the desired fiscal agent. For the purposes of this grant application and the resulting grant agreement, a fiscal agent is a separate entity that agrees to assure that a project will use awarded grant funds to accomplish the ends described in the grant application and the resulting grant agreement. *Note: The fiscal agent must remain unchanged during the full period of the grant.*

Name of Project:	Louisville Wildfire Mitigation Outreach Program
Applicant/Fiscal Agent:	City of Louisville
Type of Organization:	Local Government
Contact Person/Title:	Kiana Freeman - Recovery & Resilience Manager
Mailing Address:	749 Main Street
City/State/Zip Code:	Louisville, CO 80027
County:	Boulder
Phone:	720.990.3369
Email:	kfreeman@louisvilleco.gov

B. Eligibility

House Bill 22-007 states that recipients of grant funds must adhere to the following requirements:

- Be an agency of local government including, but not limited to, a county, municipality, special district, a Tribal agency or program, or a nonprofit organization.
- Conduct outreach on wildfire mitigation in high wildfire hazard areas.

This section includes a checklist of **required** elements for each application to meet the legislative mandates and Colorado State Forest Service (CSFS) requirements. If the application does not include **all** of the items below (i.e., any items checked "No"), the application will be considered ineligible. See page 2 for instructions on using the Colorado Forest Atlas to generate the required map and determine the wildfire hazard risk of the project area.

Are you applying on behalf of a local government entity or registered nonprofit organization, as described above? ☒ Yes ☐ No
Did you attach the required 1-page map showing the project area IN the Colorado Forest Atlas with the Wildland Urban Interface (WUI) Risk layer visible? ☒ Yes ☐ No
Is the information in this application accurate to the best of your knowledge and do you agree to contracting requirements, including reporting requirements, as outlined in the Request for Applications? ☒ Yes ☐ No

Project Area Map

Use the Colorado Forest Atlas to produce a map of the project area with the required Wildland Urban Interface (WUI) Risk layer visible. If the project is an event or otherwise based in a particular location, indicate the area or location on the map. If the project is meant to serve a broader base of residents across your service area, indicate your service area on the map, showing the locations that are at higher risk of wildfire using the WUI Risk layer. Explain how your project will reach the residents living in these high wildfire hazard locations in section G. *Project Area Description and Impact* of this application.

Wildland Urban Interface (WUI) Risk layer

The WUI Risk layer is a rating of the potential impact of a wildfire on people and their homes. The key input, WUI, reflects housing density consistent with Federal Register National standards. The location of people living in the WUI and rural areas is essential for defining potential wildfire impacts to people and homes.

How to create required project map with the Wildland Urban Interface Risk layer visible

The Wildfire Risk Reduction Planner app requires users to [create a Colorado Forest Atlas account](#), free of charge, before they can access the app. Account requests are usually approved within 1 day of submitting the request.

1. Launch the [Wildfire Risk Reduction Planner application](#).
2. Navigate to the Analyze Project Areas section in the menu on the left and click the **“Manage Project Areas”** button. A “Manage Project Areas” menu box will open.
3. Click the **“+”** button in the bottom right corner of the “Manage Project Areas” menu to create a new project area. The project area can be created by using the “Draw Shape” tool (point or polygon) or you can upload an existing shapefile or KML of the project area if you have one. Shapefiles must be in a compressed zip folder (.zip) and projected in *NAD 1983 UTM Zone 13N* coordinate reference system. **Note:** When uploading a shapefile, you must press the “Select” button and then click on your shapefile in the map (it should turn green when selected) and click “Finish”.
4. After you’ve created the project area, select the project area within the “Manage Project Areas” box to activate this project area.
5. Expand the Explore Map Themes, select the Wildfire Effects Theme and turn on the required **Wildland-Urban Interface Risk** layer and any relevant layers, such as Ownership or County Boundaries.
6. Scroll down on the left-hand side of the page to the **“Print Map”** function and click on “Print Map.” Click the check mark inside a circle on the map to indicate the area surrounded by the dashed rectangle is the area that should be printed, and then click **“Print.”**
7. The application may run a few minutes while creating a map. Attach the map to the application.

If further assistance is needed, reference the [user manual](#) on the *Colorado Forest Atlas* support page or contact us using the form on the [Colorado Forest Atlas Contact page](#).

C. Project Summary

Provide a brief narrative summarizing the overall project.

All information for the project must fit into the allotted 500-character space. Characters include letters, numbers, spaces and punctuation.

The City of Louisville was impacted by the largest wildfire in Colorado history, Marshall Fire. The Recovery & Resilience division is in the process of increasing the education and awareness around wildfire safety and mitigation through educational materials and events to property owners and community members about mitigation practices that community members can take to lessen the risk of fires in Louisville. Increasing resilience and wildfire awareness is a high priority for the City.

D. Matching Contributions

DO NOT show grant-requested funds in this table. This is for matching share only. All matching funds must be clearly quantified and justified in section F. Budget Narrative of the grant application.

Contributors: Specify the name of each match contributor and the dollar amount of each contribution.

Cash Match: Cash match is defined as direct funds made available to the project applicant (or their fiscal agent) for use in achieving work through the proposed project. This may include cash on hand, commitments from lending institutions or contributions from partners.

In-kind Match: In-kind match includes donated supplies, equipment, staff time or volunteer time/sweat equity directly related to the project. Donated time will be accounted for using current volunteer labor rates (\$34.36/hour for 2024).

All applicants must contribute matching funds in an amount of at least 10% of the total project cost. For example, if the total project budget is \$100,000, the minimum match would be \$10,000 and the grant funding request would be \$90,000.

Contributors: (Please specify)	Louisville				TOTAL
Cash Match: (Dollars)	\$ 3,400.0				\$ 3,400.00
In-kind Match: (Hourly rate can't exceed \$34.36)					\$ 0.00
Total:	\$ 3,400.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,400.00

E. Total Project Budget

This section should reflect the entire project budget. The Grant Share column should reflect the state grant funds requested in this application. The Match columns should carry over information from section D. Matching Contributions. Please ensure that total budget numbers are calculated correctly and the match percent is no less than 10%. All expenses should be described in detail in section F. Budget Narrative.

Personnel/Labor: Includes expenses directed toward staff time or labor (valued at actual salary amount)

- Grant administration activities such as compiling paperwork for reimbursements and reports can't be included as part of the grant share but are considered a cash match.
- Sweat equity (such as homeowner or volunteer labor) can't be included as part of the grant share or cash match but is considered an in-kind match at the volunteer hourly rate of \$34.36.

Supplies/Materials: Includes expenses for supplies or materials used to complete project activities

Contractual Services: Includes expenses that will be contracted out to a third party

Indirect Costs: Includes a wide variety of items not specifically broken out in the budget known as facilities and administrative costs, such as costs for utilities, telephone, copying, accounts payable, payroll, purchasing agent's time and routine administrative services. Indirect costs paid by the grant may not exceed 10% of the grant total. Additional indirect costs (beyond 10%) may be used as cash match but must be documented with an established rate.

Total Project Budget All budget line items must be described in section F. Budget Narrative	Grant Share (\$ Amount requested)	Match (Carry over from Section D.)		TOTAL
		Dollars	In-Kind	
Personnel/Labor:	\$ 11,000.00	\$ 3,400.00		\$ 14,400.00
Supplies/Materials:	\$ 20,000.00			\$ 20,000.00
Contractual Services:				\$ 0.00
Indirect Costs:	\$ 3,000.00			\$ 3,000.00
TOTAL PROJECT BUDGET	\$ 34,000.00	\$ 3,400.00	\$ 0.00	\$ 37,400.00
		\$ 3,400.00		

F. Budget Narrative

Describe in detail each budget line item listed in sections D. *Matching Contributions* and E. *Total Project Budget*. Clearly explain how specific project costs were estimated. Explain per-hour labor rates, and value staff time at their actual salary amount (not billable rate). Describe the role of each entity involved in project implementation, the known terms of contracts associated with the project, and the nature of in-kind contributions.

All information for the project must fit into the allotted 1,500-character space. **Characters include letters, numbers, spaces and punctuation.**

The following costs were based on estimates provided by various partners and staff to calculate the budget. No contracts have been signed or scoped. The estimated costs for materials were based on estimates provided from printing organizations and knowledge of staff time and salary rates.

Printing Materials & Supplies

1100 (per 11,000) x 3 years = \$3300 (tri-fold)

1100 (per 11,000) x 3 years = \$3300 (flat)

= 6600 x 2 types of content = \$13,200

Event Materials/Materials = \$6,800 put towards 3-5 events in the cycle

Total Supplies = 20000

Staff & Labor

100 hours x 3 (years) * 35.16 (salary rate) = 10,548

Additional Staff Time = 452

Additional indirect costs = \$3,000

Project Total (without grant match) = \$34,000.00

G. Project Area Description and Impact

Provide a detailed description of the project area and the anticipated impact. Be sure to include the following items in the description:

1. Project area, including communities, population, number of homes and structures, and other values at risk
2. How the project will reach residents in high wildfire hazard areas
3. The need for outreach in the project area
4. Impact of project on area residents
5. How project will support future wildfire risk reduction efforts
6. Any current/previously failed outreach efforts in project area
7. Known existing challenges (landowner buy-in or lack of awareness) and plans to address them
8. Coordination with other groups or organizations, including partner contributions

Additional risk maps, such as a Community Wildfire Preparedness Plan map or other Forest Action Plan theme maps, may be used to support the risk factor detailed in this narrative.

All information for the project must fit into the allotted 2,000-character space. Characters include letters, numbers, spaces and punctuation.

The largest wildfire in Colorado history occurred in the Town of Superior, City of Louisville, and unincorporated Boulder County on December 31, 2021. The Marshall Fire caused 549 single family homes and multi-family units to be completely lost. The fire destruction caused not only complete losses but also smoke and ash damage to properties. Over two years later, the City of Louisville is still recovering from this devastating disaster. Following the Marshall Fire and global pandemic, the City of Louisville identified the need to create a Recovery & Resilience division to support the dedication the City has to increasing resilience to future disasters. This division provides services to the whole Louisville population of approximately 21,000 of all ages and demographics.

The Recovery & Resilience division for the City of Louisville is in the process of increasing the education and awareness around wildfire safety and mitigation. Louisville has approximately 2,000 acres of open lands and is consistently working on wildfire mitigation efforts to decrease the risk of wildfire on open space. While open space efforts are critical, wildfire mitigation is a community effort. It is imperative for Louisville to incorporate private properties to implement mitigation efforts in their own community.

Therefore, the Recovery & Resilience division is working to implement education and awareness to property owners and community members about mitigation practices that community members can take to lessen the risk of fires in Louisville. The need for education and awareness around wildfire mitigation resulted from the Wildfire Risk Assessment that the City conducted in 2023. This project is aimed to reach private property owners in Louisville, especially those who are located alongside open space. Raising awareness around wildfire mitigation to community members who were not impacted by Marshall Fire will increase the overall resilience to this risk.

H. Project Details

Describe in detail how the proposed project will strategically use grant funds to conduct effective outreach among landowners located in high wildfire hazard areas, to effectively inform them of resources available and best practices for wildfire mitigation. Be sure to include the following details:

1. Specific objectives of the project
2. Intended audience(s)
3. Communication tools and tactics (i.e., video, events, direct mail)
4. Key messages and how they align with the [Home Ignition Zone guide](#)
5. How you'll measure/evaluate success of the project (i.e., number of landowners reached, number of events, online analytics)

If the project is part of an existing outreach program or activity, describe how the existing initiatives have been successful and how awarded funds will increase success in the future.

Successful applicants may be required to submit a more detailed project scope of work prior to a grant award from the [Colorado State Forest Service](#).

All information for the project must fit into the allotted 2,500-character space. **Characters include letters, numbers, spaces and punctuation.**

The Recovery & Resilience division is looking to create multiple language documentation and education materials to increase the awareness around wildfire risk and mitigation initiatives that homeowners can implement. The intended audience is private properties which include homeowners and businesses within Louisville. The division plans to create the documentation in-house and will use the expertise of the Mitigation Coordinator and experts in the field to create effective communication and documentation about wildfire mitigation. Documentation and communication may include flyers, mailers, website content, and mitigation events. With a dedicated Mitigation Coordinator in-house, under the division of Recovery & Resilience, there is a direct source for community members to engage with the City on increasing resilience in a whole community approach.

The wildfire outreach project that Louisville is working to implement greatly aligns with the recommendations and guidance from the Home Ignition Zone guide created by The Colorado State Forest Service as well as the Wildfire Risk Assessment outcomes that the City conducted in 2023. It is important to ensure that recommendations are actionable and have resources for the community to utilize in order to increase the resilience. That is one of the main goals of an outreach project for the City.

A common question in this field is "how do we know our work is effective?" Louisville is very data driven and it is important to the Division to track how many homeowners are engaging with the materials created. Therefore, the Recovery & Resilience division plans to track the following data points for this project:

- How many events are hosted and attended
- How many visitors are visiting website content
- How many homes and businesses have implemented a mitigation effort recommended by the City

The City is still recovering from the devastation of Marshall Fire and as a small municipality, there is limited funding for capacity and physical materials to be created to support these efforts. Therefore, this grant would greatly support these mitigation initiatives by providing funding directly supporting these important efforts.

I. Timeline

Provide a timeline for the project including beginning and end dates as well as project milestones with specific targets for completion. **All projects funded in this cycle should be completed by March 29, 2027.**

All information for the project must fit into the allotted 1,000-character space. **Characters include letters, numbers, spaces and punctuation.**

The City of Louisville is looking to use these mitigation funds over the course of three years. The requested funding for this project would start in June 2024 and run through March 2027. When the grant for this project ends in 2027, the Recovery & Resilience division is hoping to use this funding to set up a strong engagement outreach program that would then extend past 2027. Milestones include:

Creation of materials - This milestone will require great partnership (internal and external) with many divisions and experts in the field to create useable resources and documentations custom for Louisville.

Wildfire mitigation information event (1 each year) - It is important for the community to have an event where they can engage with various information, partners and resources while they are on their path to wildfire resilience.

WILDFIRE MITIGATION OUTREACH GRANT SCORING GUIDE

Final Score: / 50

1. Budget (Sections D, E & F)

Score: /15 pts

Review both the budget breakdown and the accompanying narrative. Do costs seem reasonable and/or justified for the proposed work? Are the budget line items clearly described?

2. Project Area Description and Impact (Sections G)

Score: /15 pts

How well is the project area defined? How well does the project reach and impact residents in high wildfire hazard areas. How well does the project serve as a catalyst for future wildfire risk reduction efforts in this area? How well is the project coordinated with efforts of other groups, organizations and partners in this area?

3. Project Details (Section H)

Score: /15 pts

Does the project have well-defined objectives and audience(s)? How well does the project add to or complement existing programs and projects for wildfire mitigation outreach? Will this project align with guidelines in the Home Ignition Zone guide and how will it do so? How well will the project's impact be measured and evaluated?

4. Timeline (Section I)

Score: /5 pts

Is the timeline organized with clearly defined beginning and end dates, project milestones and specific targets completed at specific times? Does the proposed timeline seem achievable?



Colorado Risk Reduction Planner

<https://co-pro.coloradoforestatlas.org>

City of Louisville Wildland Urban Interface Risk

A measure of the potential impact on people and their homes from wildfire in the City of Louisville.

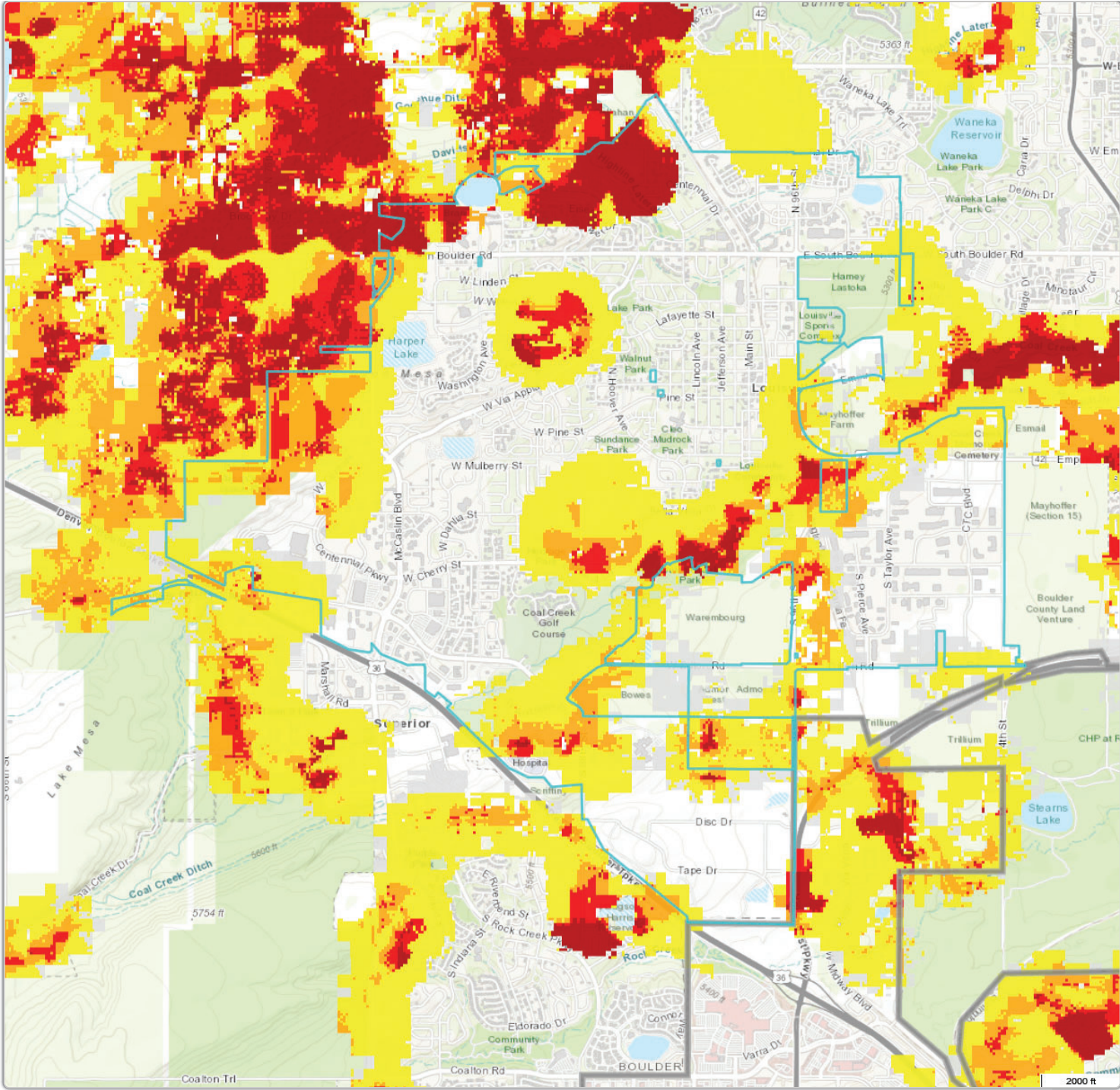
Created on:
2/8/2024, 9:33 AM

Disclaimer

The user assumes the entire risk related to their use of the Colorado Wildfire Risk Public Viewer and either the published or derived products from these data.

The Colorado State Forest Service is providing these data "as is" and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose.

In no event will Colorado State Forest Service be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of these data.





Legend

<https://co-pro.coloradoforestatlas.org>

Wildland Urban Interface Risk

-  Lowest Risk
-  Low Risk
-  Moderate Risk
-  High Risk
-  Highest Risk

Counties





Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
303-441-3930 • www.BoulderCounty.gov

February 21, 2024

Colorado State Forest Service
CSFS_WMO_Grant@colostate.edu

To Whom It May Concern:

We are writing to convey our strong endorsement and support for the “Wildfire Mitigation Outreach Grant Program submitted by the City of Louisville. This grant provides funding for the implementation innovative and inclusive outreach education materials for wildfire mitigation which is critical for ensuring the safety of City Louisville residents. This program will ensure that the City of Louisville can fully and comprehensively create and distribute outreach materials to community members on in a shorter timeframe and on a broader scale.

The City of Louisville’s creation of the new Recovery and Resilience division plays a major role in the resilience of our community. After experiencing the costliest wildfire in Colorado history in 2021 (FEMA 4634-DR-CO, December 31, 2021), enhancing the awareness and resilience of our communities resonates deeply with our mission. A resilient community towards wildfires is essential not only for day-to-day preparedness but also for effective response and recovery. The project plan that the City of Louisville has for creating a wildfire mitigation outreach program reflects proactive and forward thinking strategies.

I want to thank you in advance for your consideration of this excellent application. Should you require any additional information or wish to discuss our endorsement further, please do not hesitate to contact me.

Sincerely,

Jim Webster

SUBJECT: APPROVAL OF APPOINTMENT OF PROSECUTING ATTORNEY

DATE: MARCH 5, 2024

**PRESENTED BY: MAYOR CHRIS LEH
COUNCILMEMBER DIETRICH HOEFNER**

SUMMARY:

The City's Prosecuting Attorney Colette Cribari retired at the end of 2023. Mayor Leh and Councilmember Hoefner were appointed to work with staff on the request for proposals and to conduct the interviews of candidates.

Staff put out a request for proposals and received four from qualified law firms. After interviewing all four firms, Mayor Leh and Councilmember Hoefner conducted reference checks on two firms.

After reviewing proposals and considering references, Mayor Leh and Councilmember Hoefner recommend the Council appoint the Ausmus Law Firm as Prosecuting Attorney. Tricia McCarthy of the firm will act as the primary attorney for the Louisville Municipal Court.

FISCAL IMPACT:

Ausmus will charge the City \$1500 per court session and \$155/hour for all work done outside of the court day. These costs are already covered in the 2024 budget (101130 542000).

RECOMMENDATION:

Approve contract with the Ausmus Law Firm to act as Prosecuting Attorney. Allow staff and the contractor to negotiate nonsubstantive changes to the draft contract as approved by the City Attorney.

ATTACHMENT(S):

1. Draft Contract

CONTRACT FOR CITY PROSECUTOR

This Contract is made and entered this 5th day of March, 2024 by and between the City of Louisville ("City"), a Colorado home rule municipal corporation and the Ausmus Law Firm, P.C. ("Attorney").

WHEREAS, the City is in need of a prosecutor for the City's municipal court; and

WHEREAS, the Attorney is experienced in the field of municipal court prosecution, and is willing and able to serve as the City Prosecutor.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints the Attorney as City Prosecutor for the Louisville Municipal Court, and the Attorney hereby accepts the appointment to the position of City Prosecutor. It is understood that the work of the Attorney will be performed by Ms. Tricia McCarthy or others in the firm designated by her, but that Ms. Tricia McCarthy shall be principally responsible to the City for that work.

2. Term. The services to be performed by the Attorney shall begin upon appointment and shall terminate on the Attorney's removal or resignation.

3. Removal or Resignation. The Attorney shall serve at the pleasure of the City Council and may be removed from the position of City Prosecutor at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. The Attorney shall be automatically removed from the position upon the appointment by the City Council of a different City Prosecutor; provided, however, Attorney's appointment as City Prosecutor shall not be affected by the City Council's appointment of one or more back-up prosecutors to serve in the Louisville Municipal Court.

The Attorney may voluntarily resign as City Prosecutor by providing at least sixty (60) days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the Prosecutor required by Constitution, statute, Supreme Court rule, or ordinance.

5. Compensation. The City agrees to pay the Attorney \$1,500.00 per monthly court session, and \$155.00 per hour for all services performed under this Contract outside of the monthly court session. The Attorney agrees to bill the City monthly, indicating the services performed and the dates of service. Attorney's expenses and time for travel to and from Louisville shall not be billed separately to the City.

6. Independent Contractor Status. The Attorney is an independent contractor and not an employee or agent of the City. Nothing herein shall be construed as establishing a quality standard for Ms. McCarthy or any other individual, or as establishing any right on the part of the City to oversee the actual work of the Attorney or to instruct any individual as to how the work will be performed.

7. Professional Liability Insurance. The Attorney shall procure and maintain on behalf of each person performing services pursuant to this Contract Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such policy or policies shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8. Amendment. Any amendment to this Contract shall be in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

AUSMUS LAW FIRM, P.C.

By: _____

SUBJECT: A PROCLAMATION DECLARING MARCH 2024 AS THE 22ND
ANNUAL MARCH FOR MEALS MONTH

DATE: MARCH 5, 2024

PRESENTED BY: ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION, &
OPEN SPACE

SUMMARY:

Each March, Meals on Wheels celebrates the historic day in 1972 when a national nutrition program for seniors was added to the Older Americans Act. This legislation supported the rapid growth of the Meals on Wheels network that now collectively serves 2.8 million seniors each year. This year's March for Meals celebration comes at a time when eight out of ten local Meals on Wheels programs are delivering meals to more older adults than they were prior to the pandemic, and operational and food costs are climbing. Coal Creek Meals on Wheels is the local provider of meals on wheels and in 2023 served 11,253 meals to Louisville residents.

FISCAL IMPACT:

None

RECOMMENDATION:

Proclaim March 2024 as March for Meals.

ATTACHMENT(S):

1. March for Meals Month Proclamation, March 2024



**A PROCLAMATION DECLARING MARCH 2024 AS THE
22nd ANNUAL MARCH FOR MEALS MONTH**

WHEREAS, this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue; and

WHEREAS, Coal Creek Meals on Wheels has served Erie, Lafayette, Louisville, and Superior for over 50 years, delivering more than just a meal seniors, individuals with disabilities, and anyone in need who is at a significant risk of hunger and isolation; and

WHEREAS Coal Creek Meals on Wheels works to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come; and

WHEREAS, Coal Creek Meals on Wheels will serve their one millionth meal in 2024; and

WHEREAS, Coal Creek Meals on Wheels provides a powerful opportunity for social connection for hundreds of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, the senior population is increasing substantially, and action is needed to raise awareness to ensure these vital services can continue to be delivered for years to come; and

WHEREAS, Coal Creek Meals on Wheels continues to serve anyone in need of a nutritious meal, regardless of their age, income, socioeconomic status, or other factors.

NOW, THEREFORE, be it resolved that the Louisville City Council does hereby proclaim March 2024 as a month celebrating Coal Creek Meals on Wheels and urges every community member to take this month to honor the programs, the individuals they serve, and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat hunger and isolation.

DATED this 5th day of March, 2024

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: LIFE IN LOUISVILLE PHOTOGRAPHY CONTEST AWARDS
PRESENTATION**

DATE: MARCH 5, 2024

PRESENTED BY: KATIE ZOSS, CULTURAL SERVICES

SUMMARY:

26 Front Range residents submitted photographs depicting “Life in Louisville” for the 16th Annual Photography Contest. These photos chronicle events and daily life in Louisville, Colorado from January 1 to December 31, 2023 and, will be added to the City’s archives to serve as a cultural reference for future generations. All images are available for public viewing on the City’s website and all photographers have given the City permission to utilize the photos for City publications and marketing including the City website, social media, and outside publications.

This year, 76 photos were entered into the contest. We’d like to thank all of the respondents and encourage continued participation in future years. We would like to also thank local photographer Erin Cox for her time spent jurying this annual contest alongside City staff. During the jury process, entries were separated into 6 major categories: Downtown & Old Town, Nature & Landscape, People & Events, Animals, Sunrise & Sunset and Student Photography. Judges selected the winning entries in each category as well as an overall Grand Prize Award.

26 Finalist photos were selected and put on display at the Louisville Public Library. From February 5 to February 29, the public was invited to view the photos and to vote on the People’s Choice Award winner.

Each of the winning photographs documents a subject unique to Louisville and represents the history, community, and sense of place that makes Louisville a great place to live. Certificates will be presented to the winners of each category as we display the awarded images.

The jury requested that the winners of each category remain unknown until this presentation. Therefore, winners will not be revealed in this packet.

FISCAL IMPACT:

None

SUBJECT: LIFE IN LOUISVILLE PHOTOGRAPHY CONTEST

DATE: MARCH 5, 2024

PAGE 2 OF 2

PROGRAM/SUB-PROGRAM IMPACT:

This contest is an important annual activity that helps meet the Cultural Arts and Special Events Sub-Program goal to provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage

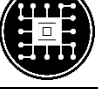
RECOMMENDATION:

Staff recommends that Council thank all photographers who have participated in this year's contest and recognize this year's winning entries.

ATTACHMENTS:

None

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

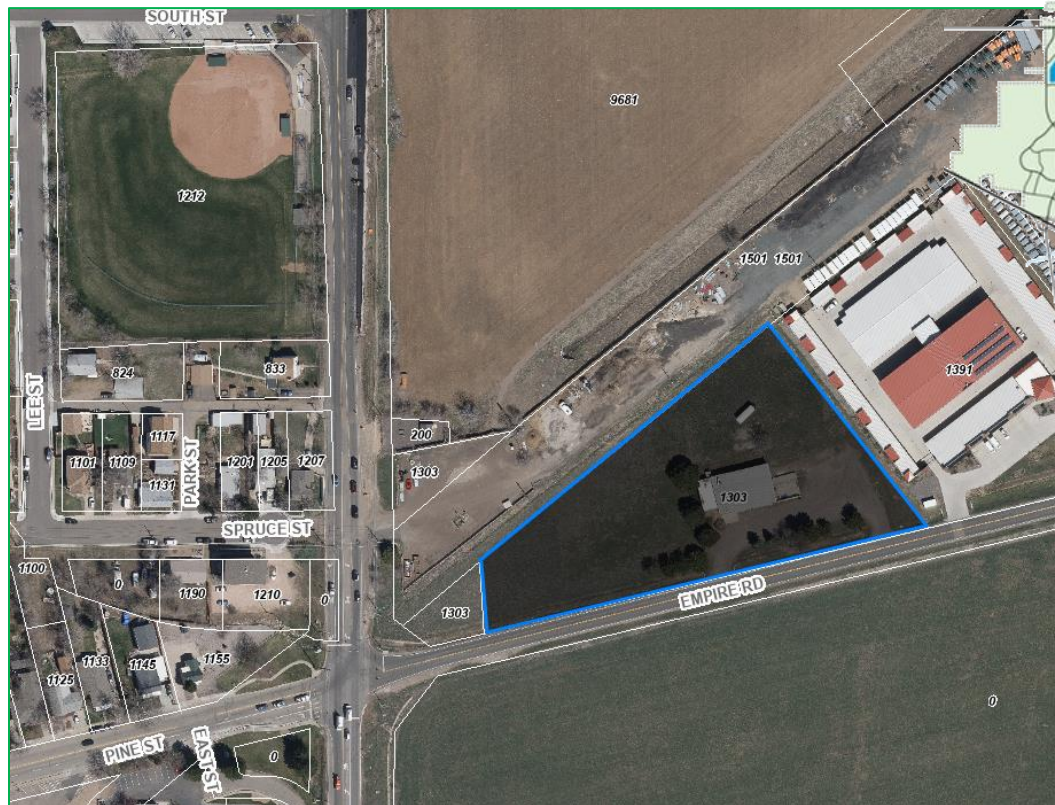
SUBJECT: 1303 EMPIRE ROAD

- i. **RESOLUTION NO. 11, SERIES 2024 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL REVIEW USE, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303 EMPIRE ROAD**
- ii. **ORDINANCE NO. 1869, SERIES 2024 – AN ORDINANCE APPROVING THE VACATION OF THREE EASEMENTS LOCATED ON LOT 1 DEDICATED BY THE EMPIRE ROAD SUBDIVISION (1303 EMPIRE ROAD) – 2ND READING – PUBLIC HEARING (advertised *Daily Camera* 2/25/24)**

DATE: MARCH 5, 2024

**PRESENTED BY: AMELIA BRACKETT HOGSTAD, SENIOR PLANNER
COMMUNITY DEVELOPMENT**

LOCATION:



SUMMARY

The applicant requests approval of a Planned Unit Development (PUD), Special Review Use (SRU), Plat, Easement Vacation, and Annexation Agreement Amendment to allow the development of a distillery, tasting room and event space and associated site improvements at 1303 Empire Road.

Staff recommends approval of the request.

BACKGROUND:

The property is zoned Industrial and is located within the Empire Road subdivision, platted in 2005. The area was annexed into the City of Louisville from Boulder County in 1986 under the Trousil Annexation Agreement along with the property zoned Industrial to the east on the north side of Empire Road. At that time, the properties were zoned Light Industrial with the County. There is an existing building on the subject property that was built in 1982, prior to annexation. Today, directly east of the property, there is private property zoned Industrial and currently used as a storage facility. Further east, there is a City-owned property colloquially referred to as the old City Shops (leased by Avid4Adventure) and a water treatment plant.

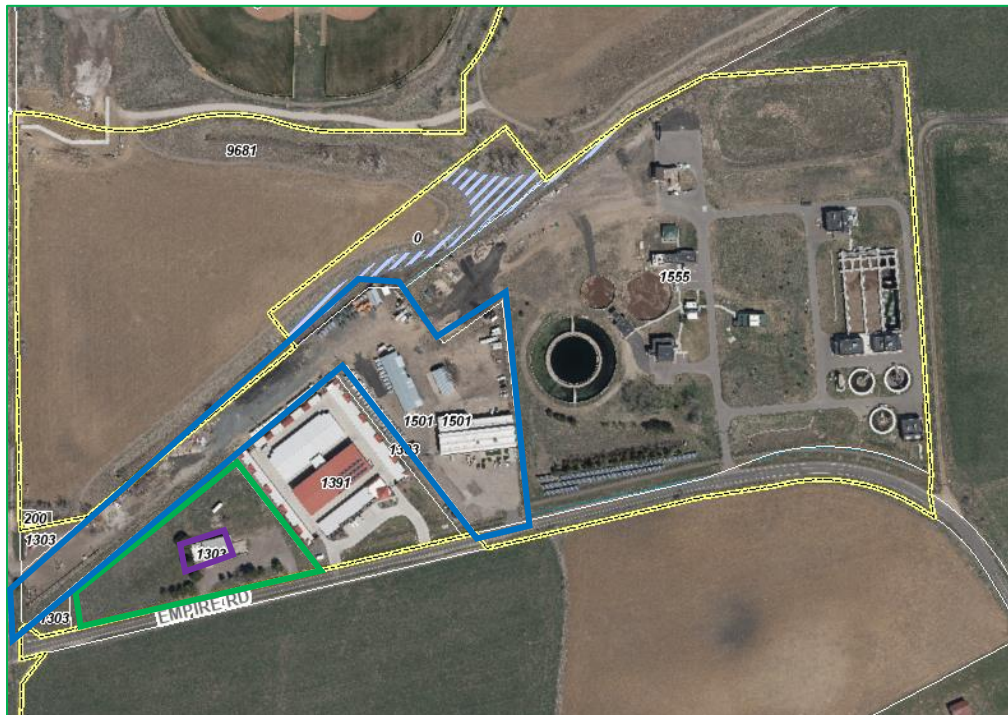


Figure 1. Aerial view of subject property, surrounding Industrial properties, and water treatment plant along Empire Road. City boundaries in yellow and old City Shops property in blue. Subject property in green. Existing building from 1982 in purple.

PROPOSAL:

The applicant requests approval of a PUD, SRU, Plat, Easement Vacation, and Annexation Agreement Amendment to allow construction of a distillery, tasting room, and event space and associated site improvements. The existing building on the property would be demolished to allow this development. The requests allow the proposed development through the following means:

- The **PUD** establishes zoning for the development and compliance with the Industrial Development Design Standards and Guidelines (IDDSG) and the Louisville Municipal Code (LMC), including requested waivers described later in this section.
- The **SRU** allows the tasting room and event space use, which require an SRU in the Industrial Zone District.
- The **Plat** establishes new easements, but does not affect the existing property lines.
- The **Easement Vacation** alters existing easements to allow for the updated easements as shown on the proposed Plat. Note that City Council approves easement vacations by ordinance.
- The **Annexation Agreement Amendment** removes the No Building Zone from the Annexation Agreement upon issuance of a Certificate of Occupancy for the PUD, with a similar, new no-build area established through the PUD. Currently, the Annexation Agreement includes a No Building Zone that precludes improvements west of the 1982 building, which would prevent development of this PUD.

The combined **PUD** and **SRU** proposes redevelopment of the entire property and maintains existing site access off Empire Road. It includes landscaping, an orchard, trail improvements, bicycle parking, automobile parking, indoor event and tasting room space, outdoor event and tasting room space, distillery manufacturing and warehousing, and a proposed landmarked building.

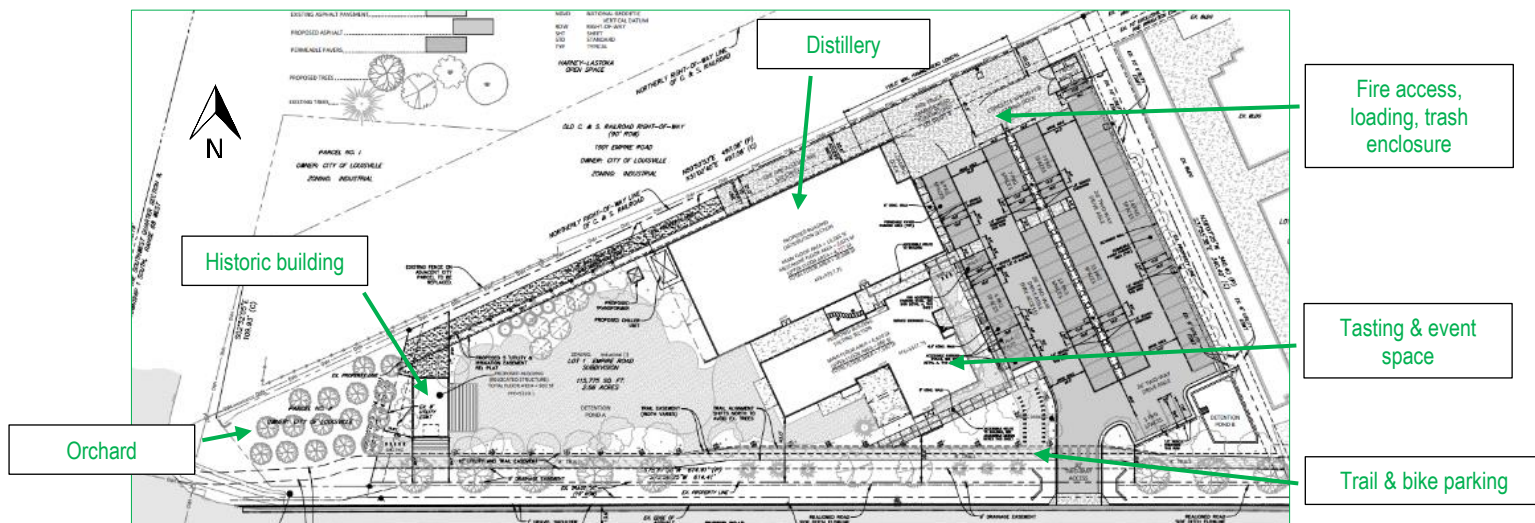


Figure 2. Site plan.

The landscape plan includes seven existing trees and additional plantings of shade and ornamental trees along the south side of the property abutting Empire Road. It includes smaller ornamental trees along the interior lot line abutting a neighboring industrial property to the east, and clustered plantings of trees and shrubs surrounding Detention Pond A in the center west of the property. The applicant is requesting landscape waivers from requirements pertaining to plantings interior to parking lots and to screening the northern portion of the main building, which are described below. The proposal also includes an orchard for the distillery use, which would be planted on City property to the west of the subject property. Staff supports use of this City-owned parcel for an orchard contingent on a maintenance agreement pertaining to care of the orchard between the City and the applicant. Maintenance details for the orchard are included in a Maintenance and License Agreement (Attachment 8) drafted by Parks and Open Space staff.

Automobile, ADA, bike, and EV parking for all uses is provided on site as required per zoning, and bike parking is accessible directly from the trail along the south side of the property. In addition, the applicant is pursuing a shared parking option with Avid4Adventure on the City Shops property to accommodate overflow parking for large events in tandem with this application beyond what is required to park the site per the LMC.

The south portion of the main building, labeled “Tasting Section” on the site plan, includes the tasting room, event space, and kitchen, and outdoor patio space oriented toward the large open space (“Detention Pond A”) to the west.

The north portion of the main building, labeled “Distribution Section,” includes a loading dock and loading area to the north of the parking lot. That area also includes trash and

recycling, a fire access lane, and space for turning around shuttles, fire trucks, and automobile circulation on the site.

On the western edge of the property, the proposal includes the use of a historic building positioned near the intersection of Highway 42 and Empire Road for maximum public visibility. The building would serve as a special event structure and is currently undergoing a separate process with the City for assessing, landmarking, moving, and rehabilitating the structure.

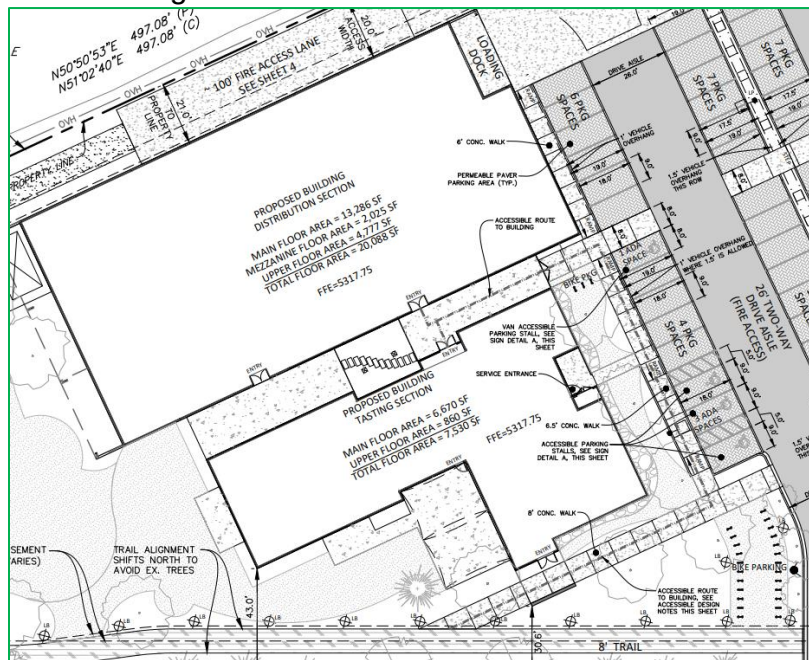


Figure 3. Site plan detailed view of main building.

The proposed **Plat** and **Easement Vacation** reduce the size of the existing drainage easement, amend the existing Utility and Irrigation Easement, and remove reference to the No Building Zone.

Finally, the proposed **Annexation Agreement Amendment** (see Attachment 5) would remove the existing No Building Zone recorded on the Annexation Agreement from 1986 upon issuance of a Certificate of Occupancy for the development. In addition, an amended No Building Zone would be recorded in the PUD and would allow landmarked structures and other specified improvements in the area. The removal of the No Building Zone could allow development anywhere on the property through a PUD Amendment process, but would remove the requirement to amend the Annexation Agreement for future development.

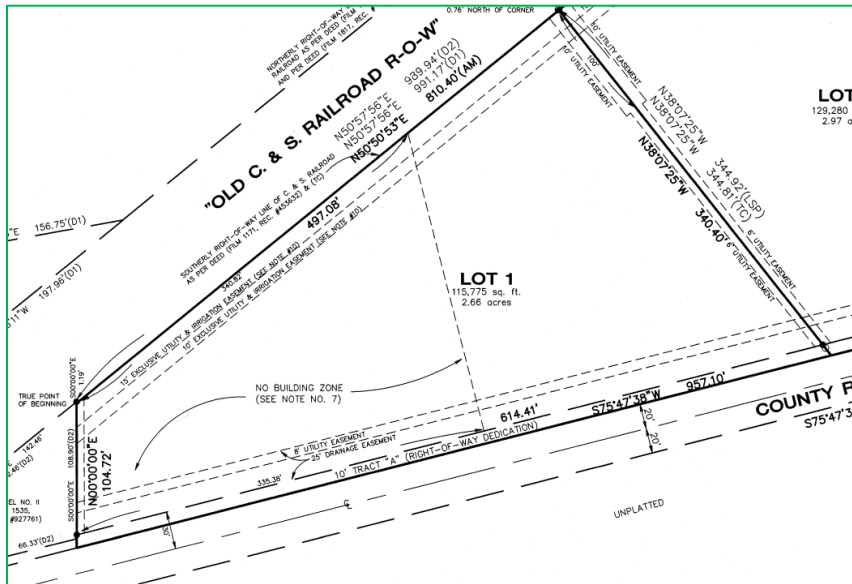


Figure 4. Existing plat referencing No Building Zone. The proposal removes the No Building Zone from the Annexation Agreement after development of the Ironton PUD and places the requirement in the PUD only.

The proposal includes the following waivers:

- **Waiver 1:** A waiver to Sign Code 4.8, allowing use of commercial standard for mural and eliminating standard 4.8.3 to allow murals on the south, north, and west elevations.
- **Waiver 2:** A waiver to IDDSG 1.2.A, adjusting the rear yard setback from 25' to 20' to match the irrigation easement.
- **Waiver 3:** A waiver to IDDSG 1.2.A, adjusting the west side yard interior setback from 25' to 10' to accommodate a historic building.
- **Waiver 4:** A waiver to IDDSG 2.2.1.R, eliminating the standard for landscaped islands at the end of parking rows
- **Waiver 5:** A waiver to IDDSG 5.4.C, eliminating the standard for loading dock screening
- **Waiver 6:** A waiver to IDDSG 5.4.D, eliminating the standard for planting adjacent to 50% of building façade.

ANALYSIS:

Planned Unit Development

The PUD is regulated by the IDDSG and Chapters 17.20 and 17.28 of the LMC.

IDDSG: 1. Site Planning

The application complies with the standards of this section, including all minimum setbacks and building and site orientation standards, with the exception of waiver requests 2 and 3, discussed below. The proposal meets the standards for site grading and drainage in the IDDSG, and has been reviewed and accepted by Public Works and Parks.

IDDSG: 2. Vehicular Circulation and Parking

The drive aisles can accommodate access for fire and service needs on the property, and has been reviewed and accepted by the Louisville Fire Department.

Due to the non-industrial use, staff referred to Section 17.20 of the LMC (Off-Street Parking and Loading) to review parking as discussed below.

IDDSG: 3. Pedestrian and Bicycle Circulation

The proposal includes a pedestrian and bike trail along the south edge of the property adjacent to Empire Road, which connects with bike parking that totals 30 bike parking spaces (where nine are required) and a sidewalk path to the building entrance. The four ADA parking spaces are adjacent to the building entrance.

IDDSG: 4. Architectural Design

The architectural design includes articulation and material variation to IDDSG standards and includes distinguishing the main entrance of the building from side and employee entrances. The building meets height regulations with a proposed height of 30'6" where 40' is the maximum.

IDDSG: 5. Landscape Design

The application complies with standards in the IDDSG for perimeter landscaping and minimum landscape coverage. The applicant is requesting waivers pertaining to the loading dock screening, plantings adjacent to buildings, and landscape islands at the end of parking rows. Staff analysis of waiver requests is included below.

IDDSG: 6. Screen Walls and Fences

The application provides screening for trash enclosures and proposes to replace the fencing along the northern property line.

IDDSG: 8. Exterior Site Lighting

Staff finds the application complies with the IDDSG for the lighting design. The application includes wall mounted and pole mounted full cut-off parking and building light fixtures that will be controlled by a timer tied to business hours as noted on the PUD.

Parking: Compliance with Section 17.20 of the LMC

The proposed use includes a tasting room and event space, which are Special Review Uses in the Industrial Zone District, and a distillery. IDDSG parking standards include parking for office, research and development, manufacturing, warehouse, and showroom space, but do not include ratios for other types of uses. Therefore, staff relied on the citywide parking standards in Section 17.20 of the LMC to evaluate parking.

Staff evaluated parking for three uses on site: **distillery, tasting room, and event space**, each of which is described below.

For the **distillery**, LMC Section 17.20.020.G1 reads, *For a storage warehouse, manufacturing establishment...two spaces per three employees*. The applicant provided a plan for employees of the distillery space as described in the Project Narrative (Attachment 2), which provided for 8 employees who would be onsite 9 a.m. – 5 p.m., Monday through Friday. No employees for the distillery space would be onsite on weekends. These employment plans were based on the applicant's current distillery located in Denver, which has been in operation for five years.

Distillery parking spaces required: 6 (2 spots for every 3 employees)

Distillery parking spaces provided: 6

For the **tasting room**, Section 17.20.020.F5 reads, *For an eating or drinking establishment, one space per three seats*.

Tasting room parking spaces required: 33

Tasting room parking spaces provided: 33

For the **event space**, staff finds that there is no parking standard that clearly specifies a ratio for the proposed use in Section 17.20 or in the IDDSG. In such cases, Section 17.20.020.H enables staff and Planning Commission to determine appropriate parking standards under the following language: *For uses not specified, the number of required parking spaces shall be specified by the director of planning of the city with consent of the planning commission, based upon usage, square footage and other criteria as set forth in this chapter*. Staff evaluated the event space parking with reference to the restaurant standards in the Minimum Parking Ratios of the Commercial Development Design Standards and Guidelines, which establishes a minimum parking ratio of 15 spaces per 1000 square feet. Staff finds that this standard would provide adequate parking for a distillery-based event space, while allowing flexibility for a range of seating options and layouts that change based on events.

Tasting room parking spaces per 15 space / 1000 sf: 43

Tasting room parking spaces provided: 43

In summary:

- Number of onsite parking spaces required: 82
- Total number of spaces provided: 82

Staff finds that the total number of spaces provided is adequate to serve the proposed use of the subject property.

Compliance with Section 17.28.120

In addition to compliance with the IDDSG, Section 17.28.120 of the LMC lists 28 criteria for PUDs that must be satisfied or found not applicable in order to approve a PUD. Analysis and staff's finding on each criterion is provided in the attached appendix.

Waiver Compliance with 17.28.110

Section 17.28.110 of the LMC sets forth the PUD waiver process and criteria. The application includes the waiver requests enumerated below. Staff finds each of the waiver requests meet the spirit and intent of the PUD criteria in Section. 17.28.120.

- **Waiver 1:** A waiver to Sign Code 4.8, allowing use of commercial standard for mural and eliminating standard 4.8.3 to allow murals on the south, north, and west elevations.

Staff finds that this waiver would provide an amenity to public users of the open space to the north of the property and to users of the site via the presence of large-scale murals to add variety and visual interest to the building facades. While the Louisville Sign Code does not allow murals in industrial areas, staff finds that the unique location and use of the property are distinctly different from a standard industrial use or location elsewhere in the City, and more similar to a commercial use and location, making a mural appropriate for this property. Murals are subject to regulation and require permits, and were this waiver approved the applicant would be required to apply for a permit and would be subject to the standards for murals in commercial areas, as noted on the PUD.

- **Waiver 2:** A waiver to IDDSG 1.2.A, adjusting the rear yard setback from 25' to 20' to match the irrigation easement.

Staff finds that this waiver would accommodate the positioning of the warehouse building farther back away from the road and open space interior to the site. In addition, staff finds that it would not result in a negative impact on adjacent property given the low impact of the distillery use in terms of smells, sounds, and vehicular traffic, as well as the use of the adjacent property to the north/rear as City-owned wastewater treatment property.

- **Waiver 3:** A waiver to IDDSG 1.2.A, adjusting the west side yard interior setback from 25' to 10' to accommodate a historic building.

Staff finds that this waiver would allow a more prominent position of a historic building, enabling public visual access to the structure from the intersection of Pine Street/Empire Road and Highway 42. In addition, staff finds that the impact of the structure would be negligible on the adjacent city-owned property given the low impact of the proposed use of the structure in terms of smells, sounds, and vehicular traffic.

- **Waiver 4:** A waiver to IDDSG 2.2.1.R, eliminating the standard for landscaped islands at the end of parking rows

Staff finds that this waiver would allow for a smaller parking lot footprint on the overall site and enhanced vehicular circulation, especially between the parking area and the loading dock area. Staff also finds that the impact of eliminating landscape islands at

the end of the parking rows would be limited, given the relatively small size of the parking lot and the presence of landscape screening around its perimeter.

- **Waiver 5:** A waiver to IDDSG 5.4.C, eliminating the standard for loading dock screening

Staff finds that this waiver would allow for continuous vehicular circulation between the parking lot, loading dock area, and fire access lane. In addition, staff finds that removing the requirement would have a minimal impact on users of the site, given that the loading dock is located at the farthest corner of the building away from public entrance areas.

- **Waiver 6:** A waiver to IDDSG 5.4.D, eliminating the standard for planting adjacent to 50% of building façade.

Staff finds that this waiver would accommodate the required fire access lane on the north side of the property, while allowing the bulk of the distillery building to be positioned farther back away from the road and the open space interior to the site. Staff also finds that the negative impact on adjacent property to the north/rear would be minimal given the property's use as part of the City-owned wastewater treatment plant.

Special Review Use (SRU) for Indoor Eating & Drinking Establishment

This application includes a request for an Indoor Eating and Drinking Establishment, which is an SRU in the Industrial Zone District.

Section 17.40.100 (A) of the LMC lists the five criteria to be considered:

1. *That the proposed use/development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;*

The proposed use is consistent with the spirit and intent of the Comprehensive Plan. It promotes the economic prosperity of the City and the immediate neighborhood by bringing a small business to Louisville and locating it near what the Comprehensive Plan identifies as Urban Center. **Staff finds the proposal meets this criterion.**



Figure 5. Comprehensive Plan Framework showing subject property in dark gray east of Highway 42 (green line bisecting the map), with the dark orange of the "urban center" across the highway.

2. *That such use/development will lend economic stability, compatible with the character of any surrounding established areas;*

The proposed use and development will improve the economic stability in the city and improves the character of the surrounding established areas. The design of the site is compatible with industrial to the east, Open Space to the north and south, and commercial to the west. It provides a neighborhood amenity for those visiting downtown Louisville, as well as for the city as a whole. **Staff finds the proposal meets this criterion.**

3. *That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;*

Staff finds that the use and development is appropriately designed when considering access and safety. The development maintains existing access points and improves pedestrian and bicycle amenities on the property. **Staff finds the proposal meets this criterion.**

4. *That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;*

The development plans provide adequate controls on the external effects through site layout, appropriately designed lighting, and landscaping. The site plan provides appropriate vehicular/pedestrian circulation. The development of the site improves the current state of the property by adding landscaping and a bike path, and utilizing a site that is currently vacant. **Staff finds the proposal meets this criterion.**

5. *That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.*

This development provides adequate and proper location of walks and landscaped spaces to provide for safe circulation. It improves pedestrian and bike access from downtown Louisville to the site via a bike path along the south edge of the property. Parking onsite meets the needs of the proposed use, and overflow parking for the event

space is provided via a Shared Parking Agreement. **Staff finds the proposal meets this criterion.**

Plat & Easement Vacation

The Plat is subject to the following standards in Section 16.12.075 of the LMC. The Amendment affects easements and notes on the existing Plat, but does not alter any property lines or create any subdivisions.

1. *Whether the plat conforms to all of the requirements of this title;*
 - The application conforms in all respects to the requirements of Title 16 of the LMC.
2. *Whether approval of the plat will be consistent with the city's comprehensive plan, applicable zoning requirements, and other applicable federal, state and city laws;*
 - Staff finds this application is consistent with the City's Comprehensive Plan and existing zoning because it facilitates the redevelopment of an underutilized site adjacent to an Urban Center.
3. *Whether the proposed subdivision will promote the purposes set forth in section 16.04.020 of this Code and comply with the standards set forth in chapter 16.16 of this Code and this title.*
 - The Final Plat promotes the purposes set forth in the LMC, including the assurance that public services are available, that character and economic stability of the city is protected, that there is safe and efficient circulation of traffic, pedestrians and bikeways, and provides appropriate regulation of the use of land in the city.

The easements to be vacated, which include drainage, utility, maintenance, and irrigation easements, were dedicated in 2005 as part of the Empire Road Subdivision Plat. Louisville Public Works, Louisville Open Space, Boulder County Open Space, the City of Lafayette Open Space, and utility providers have reviewed the proposed easement vacations and have no objections as part of the development application.

Annexation Agreement Amendment

The **No Building Zone (NBZ)** was established in 1986 by the Annexation Agreement, which brought the subject property into the City. The NBZ was referenced on the Plat, as well, but the Plat did not establish the NBZ. The proposed Annexation Agreement Amendment would allow the removal of the NBZ upon an issuance of a Certificate of Occupancy (CO) for the PUD. In addition, the proposed Plat would remove reference to the NBZ. These changes would allow the development to proceed while ensuring that the NBZ remain if the PUD were not developed (due to change of use, et cetera). It would also create a more straightforward process for future changes to the property by removing the need to alter the Annexation Agreement Amendment.

To preserve the intent of the NBZ, the proposal transfers the NBZ from the Annexation Agreement Amendment to the PUD. It adds allowances for landmarked structures and other smaller, specified improvements in the NBZ. Any future requests to build within the NBZ would require a PUD Amendment process. The retention of an NBZ would allow the City to maintain the open aesthetic of the northeast corner of Highway 42 and Pine, and the transitional space from Agricultural land to the south and Open Space to the north, that currently exists and that is protected by an NBZ.

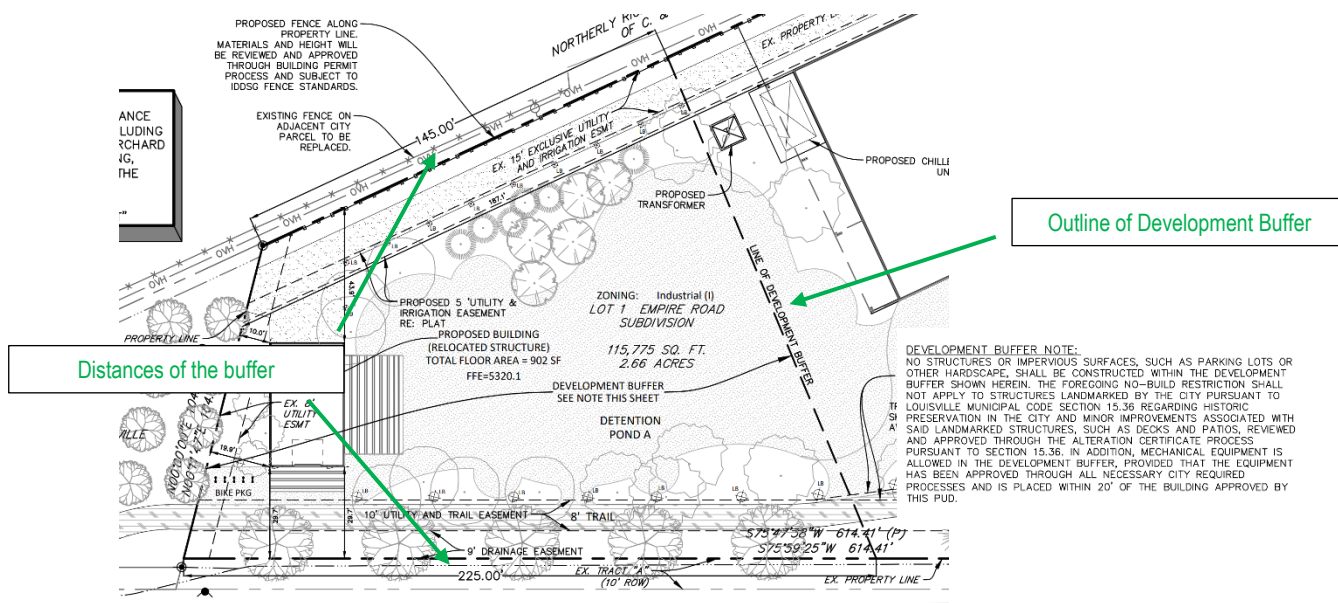


Figure 6. Proposed “Development Buffer” on PUD. The Development Buffer would maintain the intent of the existing No Build Area while allowing the proposed development. There is a note describing the Development Buffer (inset).

Summary of Analysis

Overall, staff finds that the application meets all relevant regulations and standards except where specific waivers are requested. Staff finds that the requested waivers enhance the design of the property and/or have a minimal impact on adjacent properties and users of the subject property.

PLANNING COMMISSION ACTION:

The Planning Commission held a [public hearing](#) on the application on December 14, 2024 and voted to recommend approval of the application with two conditions as drafted by staff, which were:

1. That the Annexation Agreement, and all references to it on the Plat and PUD, be amended to move the location of the development restriction on the property, outlined in Section 3 of the Agreement and referred to as the “No Building Zone” on the 2005 Plat, to accommodate the proposed main building of the Ironton PUD. The development restriction would remain to the west of the main building, with the exception that landmarked structures be allowed in the No Building Zone.

2. That the application undergo a third referral to address any remaining comments described in the Second Referral Response letter dated November 22, 2023 (Attachment 6).

The proposal before City Council maintains the effect of Planning Commission's first condition, but changes the method of preserving a buffer zone along Highway 42 from an annexation agreement to a PUD. The second condition has been satisfied since the Planning Commission hearing.

PUBLIC COMMENT:

Staff has not received any public comments as of the writing of this report.

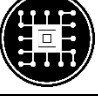
RECOMMENDATION:

Staff recommends approval of the request.

ATTACHMENTS:

1. Resolution No. 11, Series 2024 – Final PUD, SRU. Plat, and Annexation Agreement
2. Ordinance No. 1869, Series 2024 easement – vacation
3. PUD and SRU
4. Plat Amendment
5. Annexation Agreement Amendment
6. Application Narrative
7. Subdivision Agreement
8. License and Maintenance Agreement
9. Planning Commission Approval Resolution
10. Planning Commission Minutes
11. Presentation

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☒		Vibrant Economic Climate	☐		Quality Programs & Amenities
☐		Engaged Community	☐		Healthy Workforce
☐		Supportive Technology	☐		Collaborative Regional Partner

**RESOLUTION NO. 11
SERIES 2024**

**A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL
REVIEW USE, PLAT, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW
DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303
EMPIRE ROAD**

WHEREAS, there has been submitted to the City Council an application for a final planned unit development and special review use to allow development of a distillery, tasting room, and event space, a plat and easement vacation to amend existing easements, and an annexation agreement amendment to amend a no building zone at 1303 Empire Road;

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations 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 December 14, 2023, where evidence and testimony were entered into the record.

WHEREAS, the City Council has considered the application at a duly noticed public hearing on March 5, 2024, where evidence and testimony were entered into the record.

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

1. Approves the Planned Unit Development, Special Review Use, Plat, and Annexation Agreement Amendment to allow development of a distillery, tasting room, and event space at 1303 Empire Road.

PASSED AND ADOPTED this 5th day of March, 2024.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

**ORDINANCE NO. 1869
SERIES 2024**

**AN ORDINANCE APPROVING THE VACATION OF THREE EASEMENTS LOCATED
ON LOT 1 DEDICATED BY THE EMPIRE ROAD SUBDIVISION**

WHEREAS, by the Empire Road Subdivision, recorded in the Office of the Boulder County Clerk and Recorder on September 6th, 2005 at Reception No. 2719793, there were dedicated three easements – one utility and irrigation, one drainage, and one utility – on Lot 1 of such Subdivision in the location described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (“the easements”); and

WHEREAS, a replat application has been approved by the City dedicating new easements under the name Empire Road Subdivision Replat A; and

WHEREAS, the City Council finds and determines that the easements for which vacation is requested are not and will not be needed for any public, governmental, or utility purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City’s interests in the easements for which vacation is requested;

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

Section 1. The City hereby approves the vacation of the easements located on Lot 1 of the Empire Road Subdivision which easements herein vacated are in the location further described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (“the easements”).

Section 2. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are repealed to the extent of such inconsistency or conflict.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the easements herein vacated, including but not execution of quit claim deeds.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED this 20TH day of February, 2024.**

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly, P.C.
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING, this 5TH day of
MARCH, 2024.**

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP A SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 72.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°11'47" EAST, A DISTANCE OF 12.90 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 51°02'40" EAST, A DISTANCE OF 509.02 FEET TO THE EAST LINE OF SAID LOT 1;

THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 51°02'40" WEST, A DISTANCE OF 516.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,130 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,713
DRAWN BY: T. HENDERSON
DATE: DECEMBER 5, 2023

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

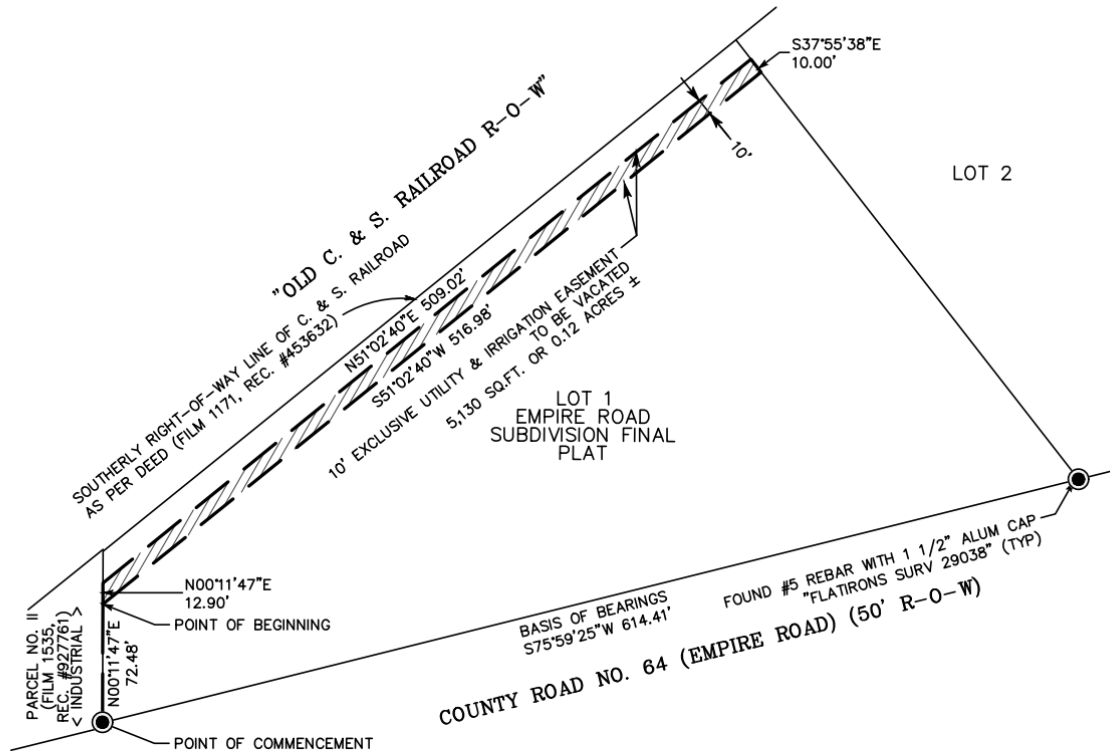


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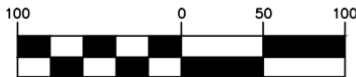
EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

JOB NUMBER: 21-77,713
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EXHIBIT "B"

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RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP A SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 25.79 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 75°59'25" EAST, A DISTANCE OF 596.99 FEET TO THE EAST LINE OF SAID LOT 1;
THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 27.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE ALONG THE SOUTH LINE OF LOT 1, SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 15,142 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN
COLORADO P.L.S. #29038
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,713
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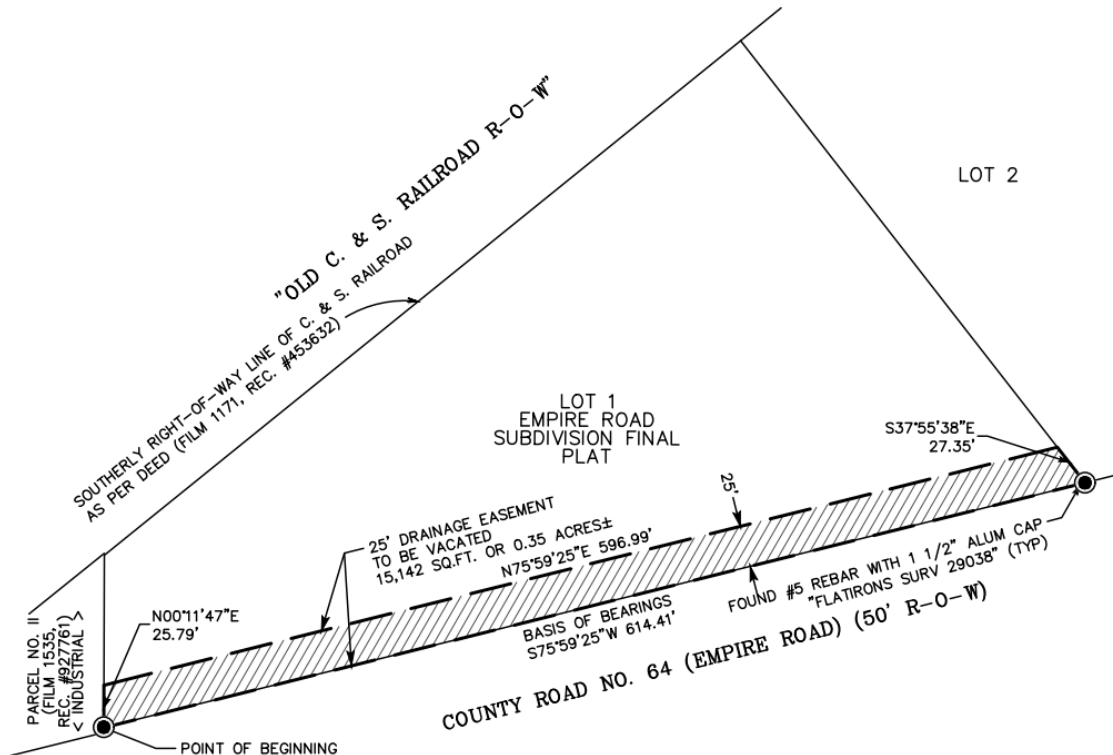


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EXHIBIT "B"

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RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

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EXHIBIT "C"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOT 1, EMPIRE ROAD SUBDIVISION FINAL PLAT, TO BEAR SOUTH 75°59'25" WEST, A DISTANCE OF 614.41 FEET BETWEEN FOUND #5 REBARS WITH 1 1/2" ALUMINUM CAPS STAMPED "FLATIRONS SURV 29038, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°11'47" EAST, A DISTANCE OF 17.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°11'47" EAST, A DISTANCE OF 8.25 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 75°59'25" EAST, A DISTANCE OF 596.99 FEET TO THE EAST LINE OF SAID LOT 1;

THENCE ALONG SAID EAST LINE, SOUTH 37°55'38" EAST, A DISTANCE OF 8.75 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 75°59'25" WEST, A DISTANCE OF 602.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 4,798 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

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COLORADO P.L.S. #29038
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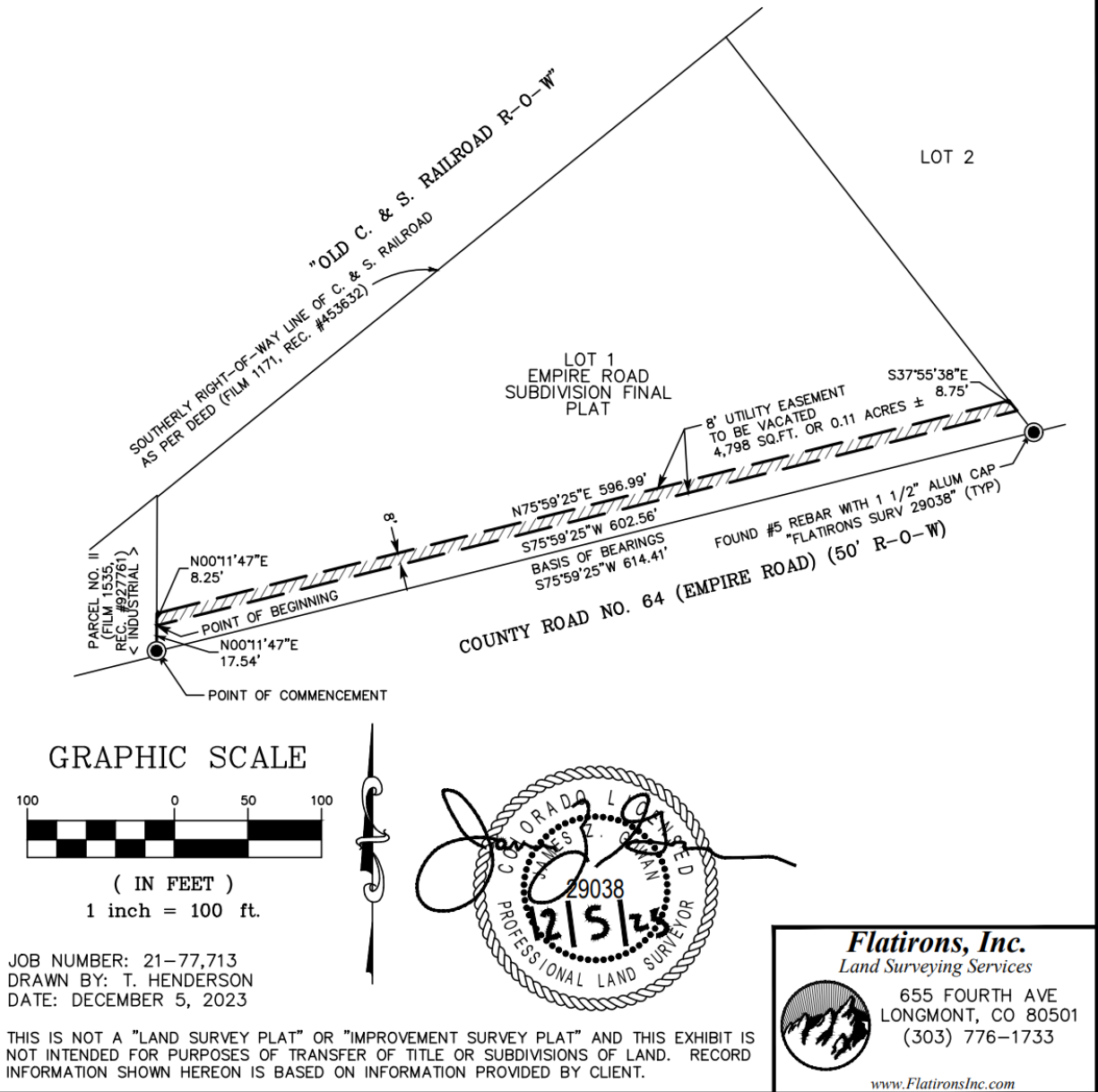
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EXHIBIT "C"

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SHEET 2 OF 2



	IRON TON DEVELOPMENT PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE LOT 1 EMPIRE ROAD SUBDIVISION LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO																																																																																																																																									
OWNERSHIP SIGNATURE BLOCK: THE UNDERSIGNED AS THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY AGREES ON BEHALF OF ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE AND COMPLIANCE WITH THIS APPROVED PLAN AND THE LOUISVILLE MUNICIPAL CODE. (NAME) _____ WITNESS MY OUR HAND(S) AND SEAL(S) THIS ____ DAY OF _____, 20 ____ BY: _____ SEAL: NOTARY SIGNATURE _____ MY COMMISSION EXPIRES _____ CITY COUNCIL CERTIFICATE: APPROVED THIS _____ DAY OF _____, 20 ____ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. MAYOR _____ CITY CLERK _____ ORDINANCE FROM RESOLUTION NO. _____, SERIES _____ PLANNING COMMISSION CERTIFICATE: RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20 ____ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. _____, SERIES _____	PROJECT DESCRIPTION: THIS PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE ACCOMMODATES A DISTILLERY, TASTING ROOM, AND INDOOR AND OUTDOOR EVENT SPACE IN AN INDUSTRIAL ZONE DISTRICT AND INCLUDES THE RELOCATION OF A HISTORIC LOUISVILLE STRUCTURE. GENERAL NOTES: THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO OR REPAIR OF MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS. PROPERTY OWNER SHALL MAINTAIN ADJACENT CITY PARCEL NO. II. OUTDOOR EVENT SPACE USE IS ALLOWED CONTINGENT ON PARKING SPACES PROVIDED THROUGH SHARED PARKING AGREEMENT AND THAT SHOULD SUCH PARKING SPACES BE UNAVAILABLE FOR USE BY OWNER, OWNERS SHALL BE REQUIRED TO SECURE SUBSTITUTE PARKING SPACES TO CONTINUE OUTDOOR EVENT SPACE USE OR CEASE OPERATION OF THE OUTDOOR SPACE UNTIL FURTHER AGREEMENT WITH THE CITY IS REACHED. REC. _____ NO SIGNAGE IS APPROVED THROUGH THE PUD PROCESS; ALL SIGNAGE IS SUBJECT TO LOUISVILLE SIGN CODE AND REVIEWED THROUGH BUILDING PERMIT. PROPERTY HISTORY LIST: 1. ANNEXATION AGREEMENT, OCTOBER 8TH 1986 2. SUBDIVISION AGREEMENT, SEPTEMBER 6TH 2005 PROPERTY AGREEMENT LIST: 1. SUBDIVISION AGREEMENT, RECORDATION NO. _____ 2. MAINTENANCE AGREEMENT FOR MAINTENANCE ON LOT 2, EMPIRE ROAD SUBDIVISION AND CITY PARCEL WEST OF SUBJECT PROPERTY, RECORDATION NO. _____ 3. SHARED PARKING AGREEMENT TO ALLOW PARKING ON CITY PROPERTY, RECORDATION NO. _____ 4. ANNEXATION AGREEMENT AMENDMENT TO ALTER NO-BUILDING ZONE, RECORDATION NO. _____ WAIVER REQUESTS: 1. IDDSG 1.2.A, ADJUST REAR YARD SETBACK FROM 25' TO 20' TO MATCH 20' IRRIGATION EASEMENT. 2. IDDSG 1.2.A, ADJUST WEST SIDE YARD INTERIOR SETBACK FROM 25' TO 10' TO ACCOMMODATE THE HISTORIC BUILDING. 3. IDDSG 2.2.1.R, SURFACE PARKING LOTS, ELIMINATE STANDARD FOR LANDSCAPED ISLANDS AT END OF PARKING ROWS 4. IDDSG 5.4.C, BUILDING SITE LANDSCAPING, ELIMINATE STANDARD FOR LOADING DOCK SCREENING 5. IDDSG 5.4.D, BUILDING SITE LANDSCAPING, ELIMINATE STANDARD FOR 10' PLANTING ADJACENT TO A MIN. OF 50% OF BUILDING 6. SIGN CODE 4.8 MURALS, ALLOW USE OF COMMERCIAL STANDARD FOR MURAL AND ELIMINATE STANDARD 4.8.3 TO ALLOW MURALS ACROSS THE SOUTH, NORTH, AND WEST ELEVATIONS TO BE REVIEWED AND APPROVED THROUGH BUILDING PERMIT PROCESS.			PROJECT TEAM OWNER INFO: BASECAMP LOUISVILLE LLC DBA: IRONTON DISTILLERY ATTN: LANCE PETERSON 303.619.1302 ARCHITECT: DAJ DESIGN 227 MAIN ST., SUITE A LOUISVILLE, CO 80027 ATTN: ANDY JOHNSON 303.249.1624 CIVIL ENGINEER: THE SANITAS GROUP 901 FRONT ST., SUITE. 350 LOUISVILLE, CO 80027 ATTN: LESLIE EWY 303.951.9238 ELECTRICAL ENGINEER: JCAA CONSULTING ENGINEERS 4100 WADSWORTH BLVD WHEAT RIDGE, CO 80033 ATTN: JOSEPH GAUMOND 303.985.3260 SHEET INDEX <table><tr><td>1</td><td>OF</td><td>16</td><td>COVER SHEET</td></tr><tr><td>2</td><td>OF</td><td>16</td><td>DEVELOPMENT PLAN</td></tr><tr><td>3</td><td>OF</td><td>16</td><td>UTILITY CONNECTION PLAN</td></tr><tr><td>4</td><td>OF</td><td>16</td><td>GRADING AND DRAINAGE PLAN</td></tr><tr><td>5</td><td>OF</td><td>16</td><td>EMERGENCY ACCESS PLAN</td></tr><tr><td>6</td><td>OF</td><td>16</td><td>MASTER LANDSCAPE PLAN</td></tr><tr><td>7</td><td>OF</td><td>16</td><td>DETAILED LANDSCAPE PLAN - WEST</td></tr><tr><td>8</td><td>OF</td><td>16</td><td>DETAILED LANDSCAPE PLAN - EAST</td></tr><tr><td>9</td><td>OF</td><td>16</td><td>LANDSCAPE NOTES AND DETAILS</td></tr><tr><td>10</td><td>OF</td><td>16</td><td>HYDROZONE PLAN</td></tr><tr><td>11</td><td>OF</td><td>16</td><td>PHOTOMETRIC PLAN</td></tr><tr><td>12</td><td>OF</td><td>16</td><td>LIGHTING SPECIFICATIONS</td></tr><tr><td>13</td><td>OF</td><td>16</td><td>LIGHTING SPECIFICATIONS</td></tr><tr><td>14</td><td>OF</td><td>16</td><td>BUILDING ELEVATIONS</td></tr><tr><td>15</td><td>OF</td><td>16</td><td>BUILDING ELEVATIONS</td></tr><tr><td>16</td><td>OF</td><td>16</td><td>BUILDING ELEVATIONS</td></tr></table>	1	OF	16	COVER SHEET	2	OF	16	DEVELOPMENT PLAN	3	OF	16	UTILITY CONNECTION PLAN	4	OF	16	GRADING AND DRAINAGE PLAN	5	OF	16	EMERGENCY ACCESS PLAN	6	OF	16	MASTER LANDSCAPE PLAN	7	OF	16	DETAILED LANDSCAPE PLAN - WEST	8	OF	16	DETAILED LANDSCAPE PLAN - EAST	9	OF	16	LANDSCAPE NOTES AND DETAILS	10	OF	16	HYDROZONE PLAN	11	OF	16	PHOTOMETRIC PLAN	12	OF	16	LIGHTING SPECIFICATIONS	13	OF	16	LIGHTING SPECIFICATIONS	14	OF	16	BUILDING ELEVATIONS	15	OF	16	BUILDING ELEVATIONS	16	OF	16	BUILDING ELEVATIONS	SITE DATA TABLE <table><tr><td>ZONING:</td><td colspan="2">INDUSTRIAL</td></tr><tr><td>APPROVED CODES:</td><td colspan="2">LOUISVILLE MUNICIPAL CODE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES</td></tr><tr><td>TOTAL SITE AREA:</td><td></td><td>115,775 SF</td></tr><tr><td></td><td>ALLOWED</td><td>PROPOSED</td></tr><tr><td>BUILDING COVERAGES:</td><td>57,887.5 SF (50%)</td><td>22,337 SF (19.3%)</td></tr><tr><td>HARDSCAPE AREA:</td><td>NA</td><td>46,627 SF (42%)</td></tr><tr><td>SUBTOTAL:</td><td>86,831 SF (75%)</td><td>70,964 SF (61.3%)</td></tr><tr><td>LANDSCAPE AREA:</td><td>28,994 SF (25%)</td><td>44,881 SF (38.7%)</td></tr><tr><td>BUILDING HEIGHT</td><td></td><td></td></tr><tr><td>HIGHEST GRADE:</td><td>NA</td><td>5,317.75'</td></tr><tr><td>LOWEST GRADE:</td><td>NA</td><td>5,313.75'</td></tr><tr><td>AVERAGE GRADE:</td><td>NA</td><td>5,315.75'</td></tr><tr><td>MAX BLDG. HT.:</td><td>40'-0"</td><td>32'-6"</td></tr><tr><td>TOP OF MECH. SCREEN</td><td>50'-0"</td><td>36'-0"</td></tr><tr><td>BUILDING SETBACKS</td><td></td><td></td></tr><tr><td>NORTH:</td><td>25'-0"</td><td>20'-0"</td></tr><tr><td>WEST:</td><td>10'-0"</td><td>10'-0"</td></tr><tr><td>SOUTH:</td><td>30'-0"</td><td>30'-0"</td></tr><tr><td>EAST:</td><td>10'-0"</td><td>148'-6"</td></tr><tr><td>SIGNAGE</td><td></td><td></td></tr><tr><td>FACADE:</td><td>ALLOWED</td><td>PROPOSED</td></tr><tr><td>SOUTH:</td><td>55 SF</td><td>204 SF</td></tr><tr><td>WEST:</td><td>41 SF</td><td>164 SF</td></tr></table>	ZONING:	INDUSTRIAL		APPROVED CODES:	LOUISVILLE MUNICIPAL CODE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES		TOTAL SITE AREA:		115,775 SF		ALLOWED	PROPOSED	BUILDING COVERAGES:	57,887.5 SF (50%)	22,337 SF (19.3%)	HARDSCAPE AREA:	NA	46,627 SF (42%)	SUBTOTAL:	86,831 SF (75%)	70,964 SF (61.3%)	LANDSCAPE AREA:	28,994 SF (25%)	44,881 SF (38.7%)	BUILDING HEIGHT			HIGHEST GRADE:	NA	5,317.75'	LOWEST GRADE:	NA	5,313.75'	AVERAGE GRADE:	NA	5,315.75'	MAX BLDG. 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ZONING:	INDUSTRIAL																																																																																																																																									
APPROVED CODES:	LOUISVILLE MUNICIPAL CODE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS & GUIDELINES																																																																																																																																									
TOTAL SITE AREA:		115,775 SF																																																																																																																																								
	ALLOWED	PROPOSED																																																																																																																																								
BUILDING COVERAGES:	57,887.5 SF (50%)	22,337 SF (19.3%)																																																																																																																																								
HARDSCAPE AREA:	NA	46,627 SF (42%)																																																																																																																																								
SUBTOTAL:	86,831 SF (75%)	70,964 SF (61.3%)																																																																																																																																								
LANDSCAPE AREA:	28,994 SF (25%)	44,881 SF (38.7%)																																																																																																																																								
BUILDING HEIGHT																																																																																																																																										
HIGHEST GRADE:	NA	5,317.75'																																																																																																																																								
LOWEST GRADE:	NA	5,313.75'																																																																																																																																								
AVERAGE GRADE:	NA	5,315.75'																																																																																																																																								
MAX BLDG. HT.:	40'-0"	32'-6"																																																																																																																																								
TOP OF MECH. SCREEN	50'-0"	36'-0"																																																																																																																																								
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NORTH:	25'-0"	20'-0"																																																																																																																																								
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FACADE:	ALLOWED	PROPOSED																																																																																																																																								
SOUTH:	55 SF	204 SF																																																																																																																																								
WEST:	41 SF	164 SF																																																																																																																																								
AREA & PARKING CALCULATIONS (PER LMC 17.20, OFF-STREET PARKING AND LOADING) <table><thead><tr><th>USE</th><th>LOCATION</th><th>GROSS SF</th><th>PARKING RATIO</th><th>PARKING PER USE</th><th>TOTAL PARKING REQ.</th></tr></thead><tbody><tr><td rowspan="3">MANUFACTURING</td><td>MAIN LEVEL</td><td>7,426.6 SF</td><td>2/3 EMPLOYEES</td><td rowspan="3">6</td><td rowspan="3"></td></tr><tr><td>UPPER LEVEL</td><td>1,885.6 SF</td><td></td></tr><tr><td>RESTAURANT</td><td>MAIN LEVEL</td><td>2,098.9 SF</td><td>1/3 SEATS</td><td>33</td></tr><tr><td rowspan="3"></td><td>PATIO</td><td>880.5 SF</td><td>EXCLUDED</td><td rowspan="3"></td><td rowspan="3">82</td></tr><tr><td>EVENT SPACE</td><td>MAIN LEVEL</td><td>2,040.9 SF</td><td>15:1000</td><td>30.6</td></tr><tr><td>UPPER LEVEL</td><td>814.4 SF</td><td>15:1000</td><td>12.2</td></tr><tr><td></td><td>ROOF TOP DECK</td><td>817.0 SF</td><td>EXCLUDED</td><td></td><td></td></tr><tr><td>WAREHOUSE</td><td>MAIN LEVEL</td><td>5,407.7 SF</td><td>EXCLUDED</td><td>PARKING PROVIDED</td><td>82 TOTAL</td></tr><tr><td rowspan="3">KITCHEN / BAR</td><td>UPPER LEVEL</td><td>4,048.8 SF</td><td rowspan="3">EXCLUDED</td><td>EV READY</td><td>6 (7%)</td></tr><tr><td>COMMON</td><td>MAIN LEVEL</td><td>1,786.9 SF</td><td>EV INSTALL</td><td>9 (10%)</td></tr><tr><td></td><td>UPPER LEVEL</td><td>177.1 SF</td><td>EV CAPABLE</td><td>13 (15%)</td></tr><tr><td rowspan="3">COVERED WALKWAY / ENTRY</td><td>MAIN LEVEL</td><td>1,479.9 SF</td><td rowspan="3">EXCLUDED</td><td>ADA STANDARD</td><td>4</td></tr><tr><td></td><td>UPPER LEVEL</td><td>814.4 SF</td><td>BIKE PARKING REQUIRED</td><td>51</td></tr><tr><td>COVERED SOUTH ENTRY</td><td>MAIN LEVEL</td><td>661.0 SF</td><td rowspan="3">BIKE PARKING PROVIDED</td><td>9 (1 PER 10 AUTO)</td></tr><tr><td>WEST BLDG. OVERHANG</td><td>MAIN LEVEL</td><td>209.1 SF</td><td rowspan="3">(2 BIKE PARKING LOCATIONS)</td></tr><tr><td>LOADING DOCK</td><td>MAIN LEVEL</td><td>824.6 SF</td><td></td></tr><tr><td>EAST COVERED UTILITY</td><td>MAIN LEVEL</td><td>276.5 SF</td><td></td></tr><tr><td></td><td>MAIN LEVEL</td><td>135.4 SF</td><td>EXCLUDED</td><td></td><td></td></tr><tr><td rowspan="5">TOTAL AREAS</td><td>MAIN LEVEL</td><td>18,142.0 SF</td><td colspan="3">MAIN LEVEL BUILDING ONLY</td></tr><tr><td>UPPER LEVEL</td><td>7,740.3 SF</td><td colspan="3">UPPER LEVEL BUILDINGS & ROOF TOP DECK</td></tr><tr><td>BUILDING TOTAL</td><td>25,882.3 SF</td><td colspan="3">MAIN LEVEL UPPER LEVEL, & ROOF TOP DECK</td></tr><tr><td>BUILDING COVERED OUTDOOR SPACES</td><td>20,238.5 SF</td><td colspan="3">MAIN LEVEL UPPER LEVEL, ROOF TOP DECK, & FOOTPRINT</td></tr><tr><td>HISTORIC BUILDING</td><td>960 SF</td><td colspan="3">HISTORIC BUILDING MOVED TO PROPERTY BY SEPARATE INSTRUMENT, NOT INCLUDED IN ABOVE TOTAL AREA CALCULATIONS</td></tr></tbody></table>				USE	LOCATION	GROSS SF	PARKING RATIO	PARKING PER USE	TOTAL PARKING REQ.	MANUFACTURING	MAIN LEVEL	7,426.6 SF	2/3 EMPLOYEES	6		UPPER LEVEL	1,885.6 SF		RESTAURANT	MAIN LEVEL	2,098.9 SF	1/3 SEATS	33		PATIO	880.5 SF	EXCLUDED		82	EVENT SPACE	MAIN LEVEL	2,040.9 SF	15:1000	30.6	UPPER LEVEL	814.4 SF	15:1000	12.2		ROOF TOP DECK	817.0 SF	EXCLUDED			WAREHOUSE	MAIN LEVEL	5,407.7 SF	EXCLUDED	PARKING PROVIDED	82 TOTAL	KITCHEN / BAR	UPPER LEVEL	4,048.8 SF	EXCLUDED	EV READY	6 (7%)	COMMON	MAIN LEVEL	1,786.9 SF	EV INSTALL	9 (10%)		UPPER LEVEL	177.1 SF	EV CAPABLE	13 (15%)	COVERED WALKWAY / ENTRY	MAIN LEVEL	1,479.9 SF	EXCLUDED	ADA STANDARD	4		UPPER LEVEL	814.4 SF	BIKE PARKING REQUIRED	51	COVERED SOUTH ENTRY	MAIN LEVEL	661.0 SF	BIKE PARKING PROVIDED	9 (1 PER 10 AUTO)	WEST BLDG. OVERHANG	MAIN LEVEL	209.1 SF	(2 BIKE PARKING LOCATIONS)	LOADING DOCK	MAIN LEVEL	824.6 SF		EAST COVERED UTILITY	MAIN LEVEL	276.5 SF			MAIN LEVEL	135.4 SF	EXCLUDED			TOTAL AREAS	MAIN LEVEL	18,142.0 SF	MAIN LEVEL BUILDING ONLY			UPPER LEVEL	7,740.3 SF	UPPER LEVEL BUILDINGS & ROOF TOP DECK			BUILDING TOTAL	25,882.3 SF	MAIN LEVEL UPPER LEVEL, & ROOF TOP DECK			BUILDING COVERED OUTDOOR SPACES	20,238.5 SF	MAIN LEVEL UPPER LEVEL, ROOF TOP DECK, & FOOTPRINT			HISTORIC BUILDING	960 SF	HISTORIC BUILDING MOVED TO PROPERTY BY SEPARATE INSTRUMENT, NOT INCLUDED IN ABOVE TOTAL AREA CALCULATIONS														
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VICINITY MAP The vicinity map shows the project site located at the intersection of Empire Road and Spruce Street.																																																																																																																																										

The Sanitas Group 901 FRONT ST, SUITE 300 LOUISVILLE, CO 80027 303.981.9238	DAJ DESIGN 922A MAIN STREET LOUISVILLE, CO 80027 P. 303.527.1100 INFO@DAJDESIGN.COM	
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The Sanitas Group
 901 FRONT ST, SUITE 350
 LOUISVILLE, CO 80027
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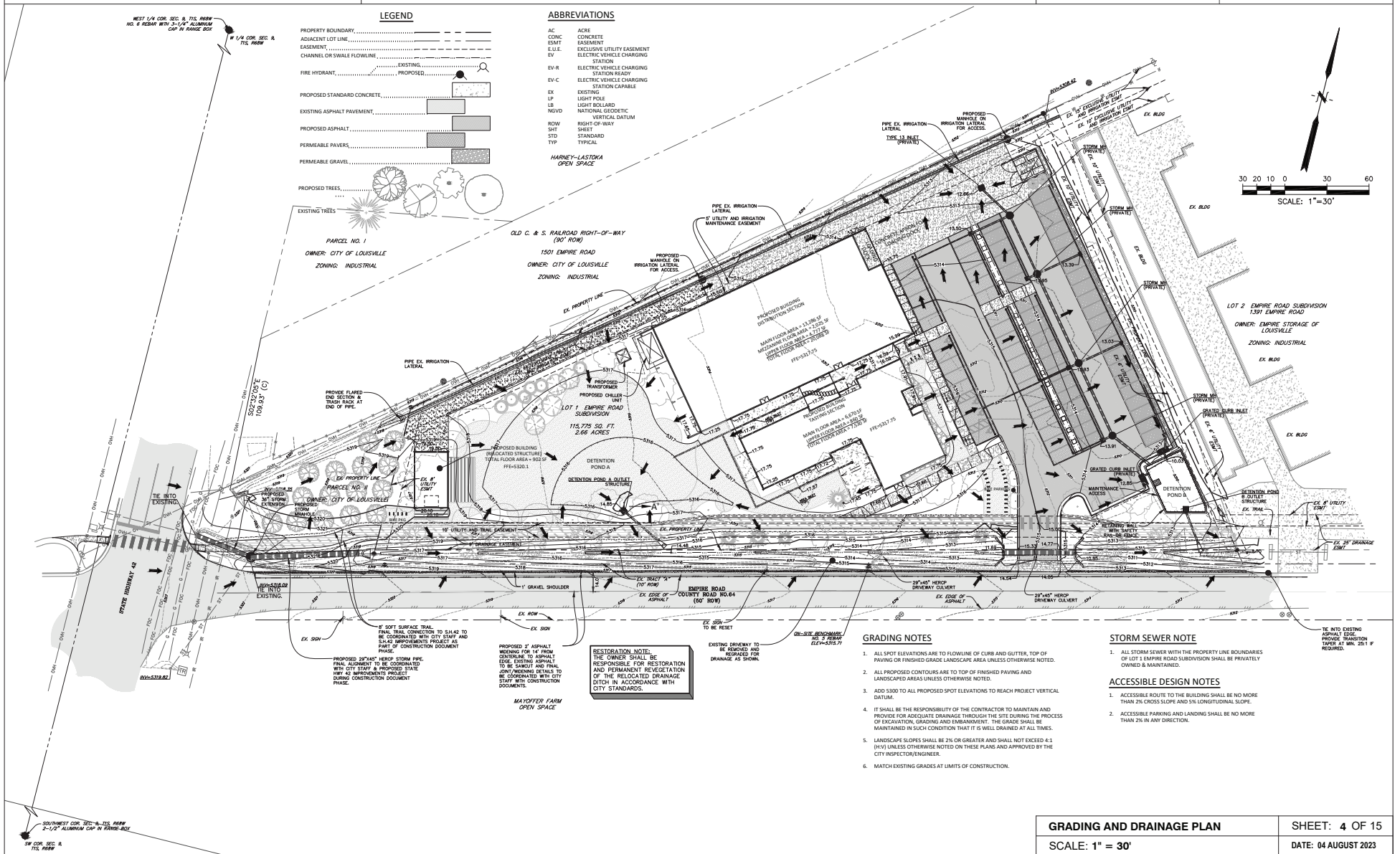
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



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301 FRONT ST. SUITE 300
LOUISVILLE, CO 80027
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DAJ DESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.927.1160
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GRADING AND DRAINAGE PLAN	SHEET: 4 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

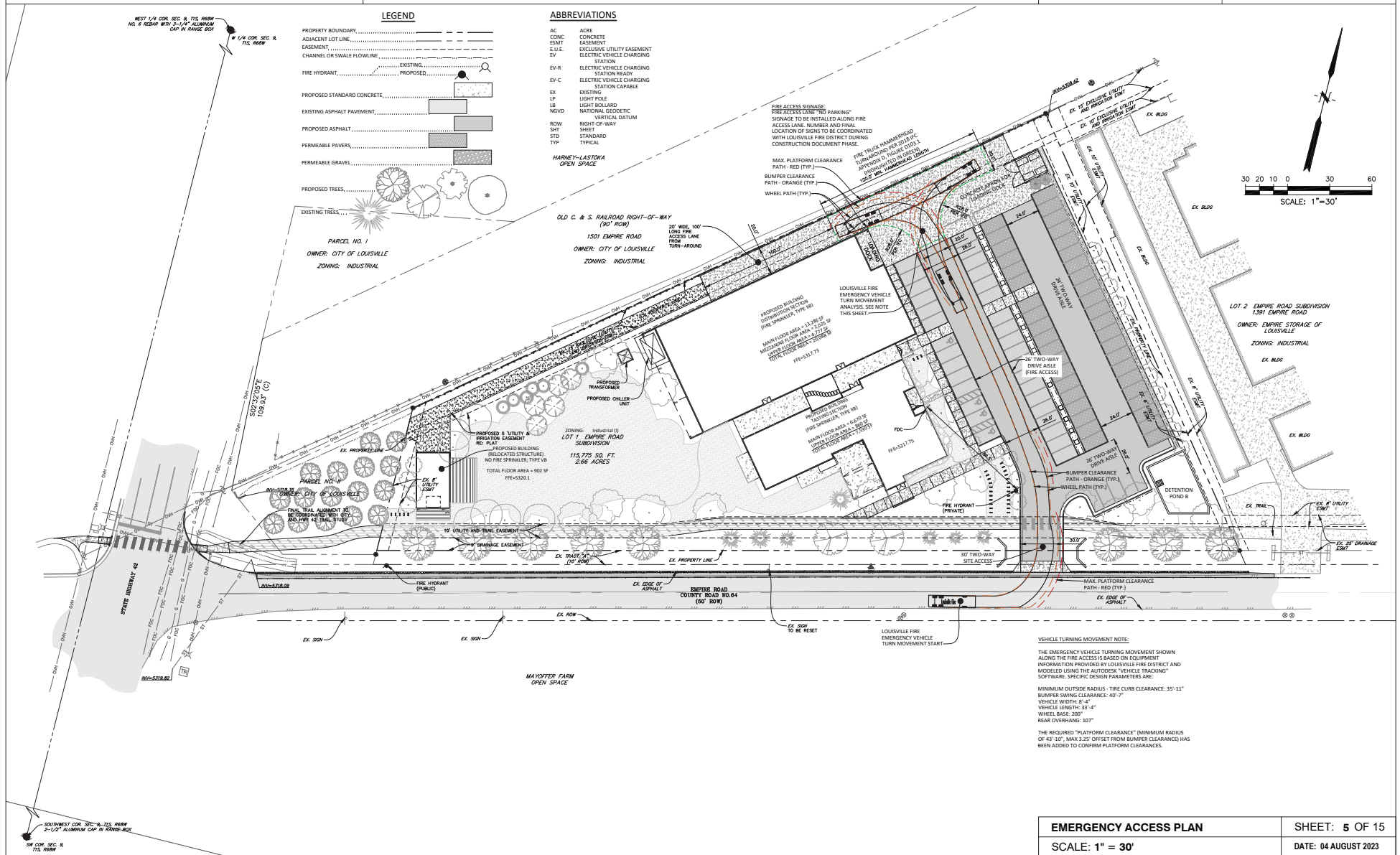
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901 FRONT ST. SUITE 300
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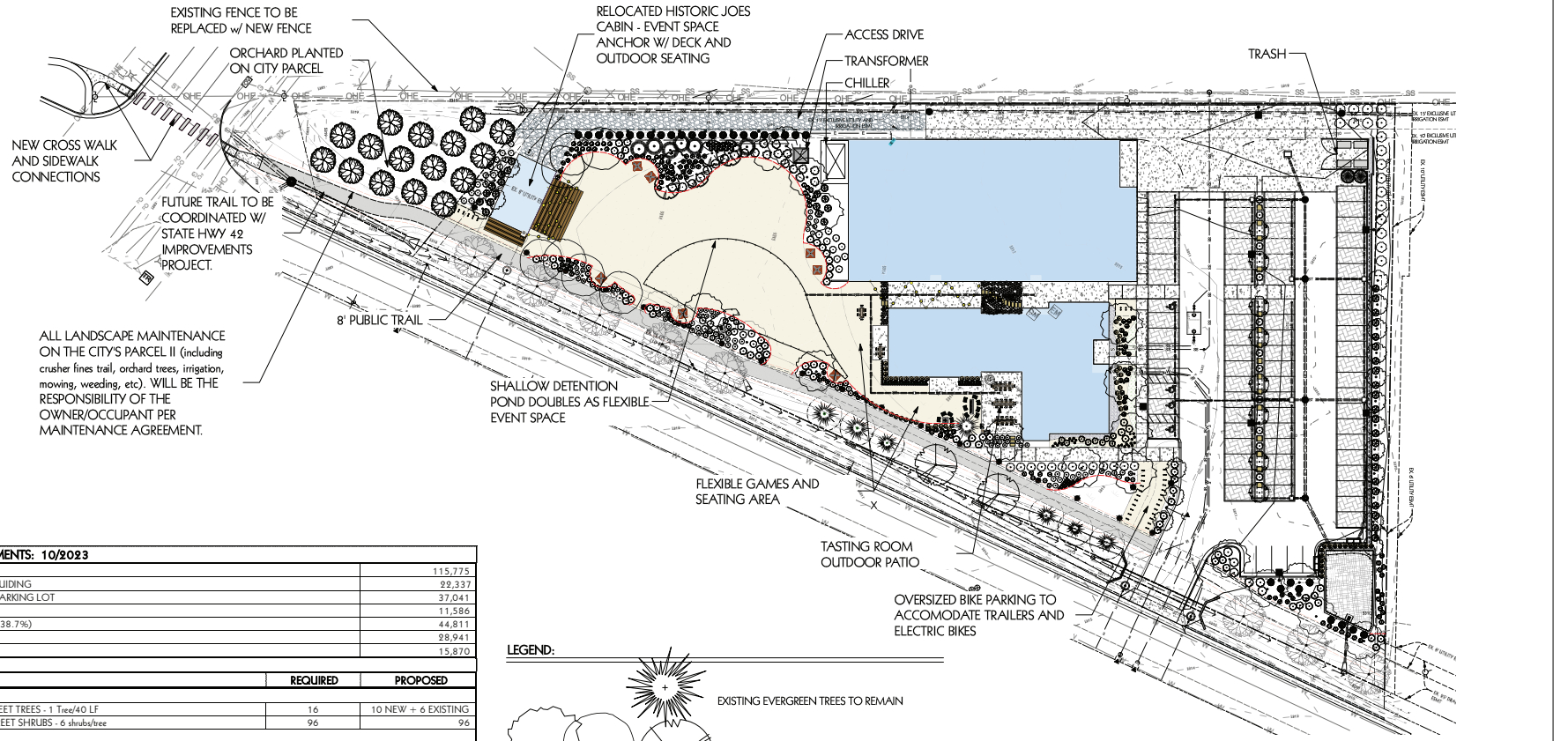


922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.927.1160
INFO@DAJDESIGN.COM



EMERGENCY ACCESS PLAN	SHEET: 5 OF 15
SCALE: 1" = 30'	DATE: 04 AUGUST 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



LANDSCAPE REQUIREMENTS: 10/2023

TOTAL LOT SIZE:	115,775
TOTAL AREA COVERED BY BUILDING	29,337
TOTAL AREA COVERED BY PARKING LOT	37,041
TOTAL WALKS & PATIOS:	11,586
TOTAL LANDSCAPE AREA: (38.7%)	44,811
GREEN AREA (95.0)	28,941
CRUSHER FINE AREA:	15,870

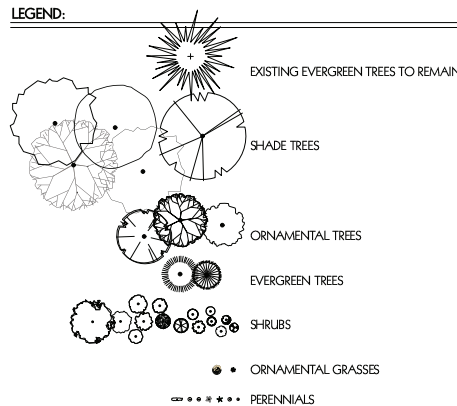
5.1D STREET TREES	REQUIRED	PROPOSED
EMPIRE ROAD - 614 LF		
TOTAL NUMBER OF STREET TREES - 1 tree/40 LF	16	10 NEW + 6 EXISTING
TOTAL NUMBER OF STREET SHRUBS - 6 shrubs/tree	96	96

5.2A PERIMETER BUFFER @ INTERNAL LOT LINES - 10' buffer, 1 tree/30 LF		
WEST PROPERTY LINE - 104 LF	4	4
PERIMETER SHRUBS		
EAST PROPERTY LINE - 340 LF	12	12
PERIMETER SHRUBS		
NORTH PROPERTY LINE - 498 LF	17	12*
PERIMETER SHRUBS		

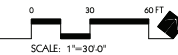
5.3C PARKING LOT TREES - 1 tree/16 parking spaces		
83 SPACES	5	6
PARKING LOT ISLAND SHRUBS - 8 shrubs/island	no islands	N/A

5.4C SCREEN LOADING AREAS - 10' width		
95 LF - 1 tree/30 LF	1	0*

LEGEND:



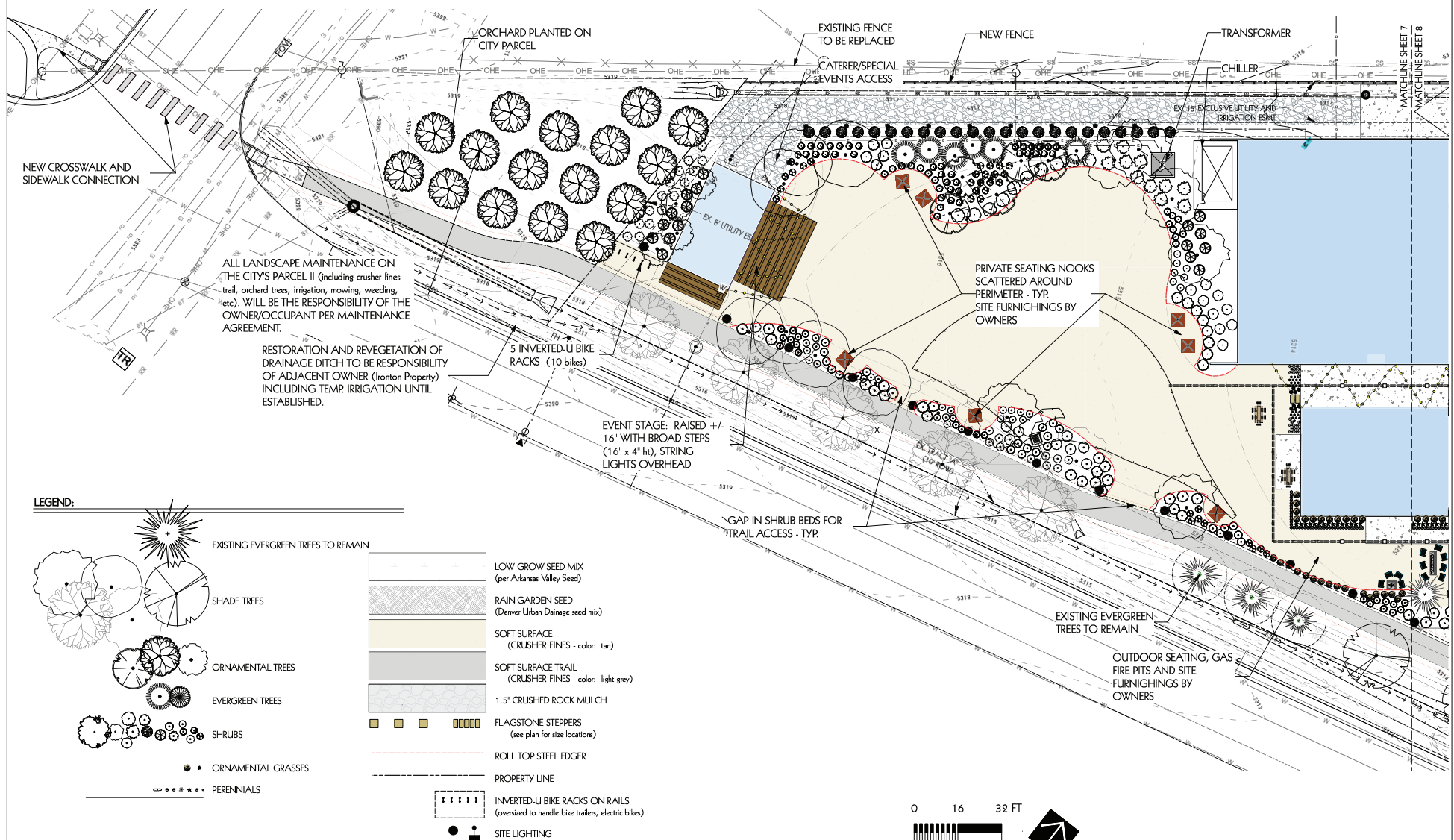
LOW GROW SEED MIX (per Arkansas Valley Seed)	FLAGSTONE STEPPERS (see plan for size locations)
RAIN GARDEN SEED (Denver Urban Drainage seed mix)	ROLL TOP STEEL EDGER
SOFT SURFACE (CRUSHER FINES - color: tan)	PROPERTY LINE
SOFT SURFACE TRAIL (CRUSHER FINES - color: light grey)	INVERTED-U BIKE RACKS ON RAILS (oversized to handle bike trailers, electric bikes)
1.5" CRUSHED ROCK MULCH	SITE LIGHTING



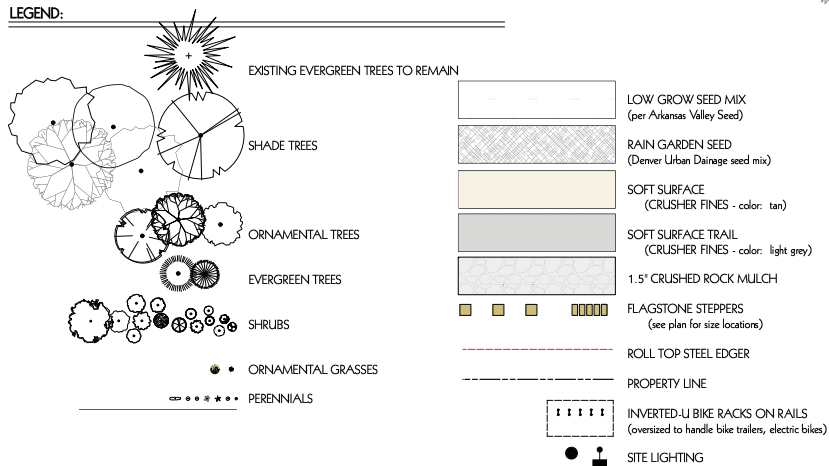
SHEET NAME:	SHEET 6 OF 15
LANDSCAPE MASTER PLAN	AUGUST 4, 2023

LANDSCAPE MASTER PLAN

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



LEGEND:



DETAILED LANDSCAPE - WEST

0 16 32 FT



SCALE: 1/16" = 1'-0"



SHEET NAME:
DETAILED LANDSCAPE PLAN - WEST

SHEET 7 OF 15
AUGUST 4, 2023

DAJDESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM



IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



PLANT SCHEDULE - 8/9/23

ABBREV.	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY	MATURE HT.
CANOPY TREES:					
GVZ	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2.5" cal.	2	50'
HB	Cela occidentalis 'Chocolate'	Chocolate Wreath Hawthorn	2.5" cal.	14	50'
HC	Gymnocladus dioica	Kentucky Coffeetree	2.5" cal.	7	55'
SHL	Olethia nascentia 'Shademaker'	Shademaker Honeylocust	2.5" cal.	8	45'
WC	Calceola speciosa	Northern Calceola	2.5" cal.	6	40'
			TOTAL	32	

EVERGREEN TREES:

EABP	Pinus leucodermis 'Emerald Arrow'	Emerald Arrow Bosnian Pine	6" ht.	2	90'
SWP	Pinus strobus	Southern White Pine	6" ht.	6	45'
			TOTAL	8	

ORNAMENTAL TREES:

CP	Prunus californica 'Glen's Fire'	Chandler's Flowering Pear	2" cal.	19	35'
CSA	Malus x domestica 'Sunny South'	Sunny South Apple	2" cal.	15	15'
SSC	Malus x 'Spring Snow'	Spring Snow Crabapple	2" cal.	5	25'
			TOTAL	40	

SHRUBS:

ABBS	Arbutus x glandulosa 'Autumn Brilliance'	Autumn Brilliance Strawberry	2 gallon	9	20'
AC	Ribes alpinum	Alpine Currant	5 gallon	9	4'
BVS	Caryopteris x clandonensis 'Dark Knight'	Dark Knight Spirea	5 gallon	72	4'
DBR	Chytrothamnus nauseosus nauseosus	Dwarf Blue Rabbitbrush	5 gallon	30	3'
PCCR	Rosa x 'Noble Dr.' #14441	Flower Carpet Gold Groundcover Rose	5 gallon	71	2'
GLFS	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gallon	40	2'
IHD	Cornus alba 'Ballad'	White Halo Dogwood	5 gallon	11	5'
LMS	Spirea japonica 'Limemound'	Limemound Spirea	5 gallon	41	2'
LSB	Cornus x Lenz (Dillman's Seed)	Low South Bloom	5 gallon	18	2'
MSB	Symphoricarpos x doerflingeri 'Maiden'	Maiden Strawberry	5 gallon	53	3'
NWR	Rosa x 'Nearly Wild'	Nearly Wild Rose (Floribunda)	5 gallon	9	3'
PM	Arctostaphylos x chlorandensis 'Panchito'	Panchito Manzanita	5 gallon	39	2'
PS	Ruscus angustifolia	Russian Sage	5 gallon	24	4'
SGJ	Juniperus chinensis 'Sea Green'	Sea Green Juniper	5 gallon	39	5'
SOP	Potentilla fruticosa 'Sutter's Gold'	Sutter's Gold Potentilla	5 gallon	49	2'
TESS	Rhus typhina 'TIGER EYES'	Tiger Eyes Sumac	5 gallon	18	8'
TLS	Rhus typhina	Tiger Leaf Sumac	5 gallon	17	8'
			TOTAL	532	

PERENNIALS, ORNAMENTAL GRASSES, VINES:

AG	Agrostis hyemalis	Blue Arrow Grass	1 gallon	29	2.5'
BES	Berberis filipes	Black-Eyed Susan	1 gallon	31	18"
BLP	Vicia major	Big Bluebell	4" pots	143	4"
CSD	Leucanthemum x superbum 'Silver Princess'	Compact Shasta Daisy	1 gallon	23	18"
HL	Hosta x 'Patini'	Patini Plantain Lily	1 gallon	2	2'
HS	Camellia japonica 'Hidotea'	Deep Blue Camellia	5 gallon	3	15"
SW	Galium odoratum	Sweet Woodruff	4" pots	198	4"
VMG	Miscanthus sinensis 'Variegatus'	Variegated Maiden Grass	1 gallon	63	4'
			TOTAL	478	

PLANT NOTES:

REFERENCE: CITY OF LOUISVILLE, INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (IDDGG), JANUARY, 2020.

- GRADES SHALL BE SET TO ALLOW FOR PROPER DRAINAGE AWAY FROM ALL STRUCTURES. GRADES SHALL MAINTAIN SMOOTH PROFILES AND BE FREE OF SURFACE BERRS, BUMPS, AND DEPRESSIONS.
- REFER TO CIVIL ENGINEERING DRAWINGS FOR GRADING AND UTILITIES.
- DEVELOPERS SHALL ENSURE THAT THE LANDSCAPE PLANS COORDINATE WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
- DURING CONSTRUCTION, PREVENT CLEANING OF EQUIPMENT, THE STORAGE OR DISPOSAL OF WASTE BUILDING MATERIAL (I. E. PAINT, OILS, SOLVENTS, ASPHALT, CONCRETE, MORTAR) WITHIN THE OUTLINE OF ANY PROTECTED TREE OR GROUPS OF TREES.
- SITE PREPARATION & ALL PLANTING MUST BE COMPLETED IN ACCORDANCE WITH CHAPTERS 1 & 5 OF 1DDGG. PRIOR TO INSTALLATION OF PLANT MATERIAL, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED. ORGANIC AMENDMENTS SUCH AS COMPOST, REAL OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED AT THE RATE OF AT LEAST THREE (3) CUBIC YARDS OF AMENDMENT PER 1000 SQUARE FEET OF LANDSCAPE AREA.
- ALL TREES & SHRUBS SHOWN AT APPROXIMATELY 2/3 OF MATURE SIZE.
- CONTRACTOR SHALL VERIFY ALL MATERIALS QUANTITIES PRIOR TO INSTALLATION. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER THE QUANTITY DESIGNATED.
- LABELS THAT IDENTIFY THE BOTANICAL OR COMMON NAME WILL BE ON ALL TREES AT THE FINAL INSPECTION.
- ALL PLANT MATERIALS SHALL MEET THE FOLLOWING MINIMUM SIZES, AS NOTED IN SECT. 5-7:
 - DECIDUOUS SHADE/CANOPY TREES: 2.5" CALIBER
 - ORNAMENTAL: 2.0" CALIBER
 - EVERGREEN TREES: 6" HEIGHT (WITH A MINIMUM OF 25% 8" IN HEIGHT)
 - MULTI-STEM ORNAMENTALS: 6-10" HEIGHT
 - SHRUBS: 5 GALLON CONTAINER
 - GROUND COVER PERENNIALS: 3-1/4" POTS
 - VINES: 1 GALLON CONTAINER
- ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (A.A.N.) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
- DECIDUOUS TREES SHALL BE PLANTED AT A MINIMUM OF 5 FEET AND EVERGREEN TREES AT A MINIMUM OF 10 FEET FROM PUBLIC UTILITIES AND PUBLIC SIDEWALKS, UNLESS MODIFIED BY PUBLIC STREET TREE PLANS. TREE PLANTING SHALL BE COORDINATED WITH PUBLIC SERVICE COMPANY. LOCATION OF ALL UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING. A HORIZONTAL DISTANCE OF 40' BETWEEN STREET TREE AND STREET LIGHT SHALL BE MAINTAINED.
- TEMPORARY MULCH WILL BE INSTALLED IN SHRUB, TREE, AND PERENNIAL PLANTING BEDS UNTIL FULL PLANT COVERAGE IS ACHIEVED.
- PERENNIAL MULCH, ASPEN PINE, 3" DEEP, WILL BE INSTALLED IN SHRUB, TREE, AND PERENNIAL PLANTING BEDS WHERE THERE IS NO GROUND COVER SPECIFIED.
- THE PROPERTY OWNER IS RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN A HEALTHY AND GROWING CONDITION, AND ADHERE TO ALL STANDARDS OF GUIDELINES OF SECTION 5.8 OF 1DDGG. THE PROPERTY OWNER WILL REMOVE AND REPLACE DEAD PLANT MATERIALS IMMEDIATELY WITH THE SAME TYPE, SIZE AND QUANTITY OR PLANT MATERIAL AS ORIGINALLY INSTALLED, UNLESS MATERIAL IS DISEASED OR INSECURE.
- ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM DESIGNED TO PROVIDE EFFICIENT IRRIGATION COVERAGE WITH MINIMAL OVER SPRAY ONTO NON-LANDSCAPED AREAS.
- A SOIL SENSING DEVICE OR OTHER IRRIGATION MANAGEMENT SYSTEM WILL BE INSTALLED FOR IRRIGATION SYSTEMS IN TURF AREAS.
- ALL SOD AREAS UNLESS OTHERWISE NOTED WILL BE SOODED WITH LOW-WATER DEMANDING BLEND. SEED AREAS UNLESS OTHERWISE NOTED WILL BE SEED WITH DRYLAND / NATIVE SEED TO SUIT SPECIFIC SOIL CONDITION AND MAINTAIN REQUIREMENTS.

Native Seed Mix

Common Name	Scientific Name	Lb/ac (PLS)*
Western wheatgrass	Pascopyum smithii	3.5
Slender wheatgrass	Elymus trachycaulus	4
Sideoats grama	Bouteloua curtipendula	3
Blue grama	Bouteloua gracilis	1
Little bluestem	Schizachyrium scoparium	2
Needle and thread grass	Hesperostipa comata	2
Sand dropseed	Sporobolus cryptandrus	0.02
		Total 15.52

* Please note that the pounds per acre are in PLS (Pure Live Seed) and must be ordered that way.

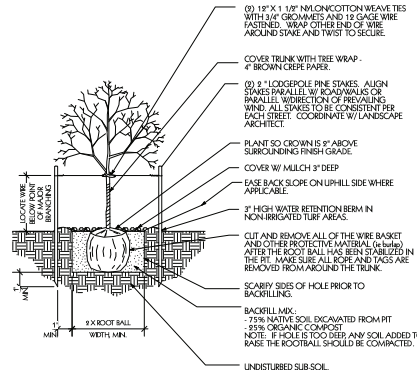
* This mix is based on 75 seeds/ square foot and is only calculated for one acre. This mix is based on the contractor using a drill seed application. Contractor is responsible for calculating the appropriate seed amounts to purchase. Mix should be doubled if hand applied.

NATIVE SEED MIX FOR RAIN GARDENS*

Common Name	Scientific Name	Variety	PLS** lbs per acre	Ounces per acre
Sand Bluestem	Andropogon hallii	Garden	3.5	
Sideoats Grama	Bouteloua curtipendula	Batte	3	
Prairie Sandreed	Callamovilva longifolia	Goshen	3	
Indian Ricegrass	Cynopsis humilis	Paloma	3	
Switchgrass	Panicum virgatum	Blackwell	4	
Western Wheatgrass	Pascopyum smithii	Aurba	3	
Little Bluestem	Schizachyrium scoparium	Pature	3	
Alfalfa	Medicago sativa		17	
Sand Dropseed	Sporobolus cryptandrus		3	
Prairie Sage	Artemisia lewisii		2	
Blue Aster	Aster laevis		4	
Norfolk Flower	Galatella striata		8	
Prairie Coneflower	Ratibida columnifera		4	
Purple Prairieclover	Dalea purpurea		4	
			Sub Totals	97.5
			Totals Per Acre	98.9

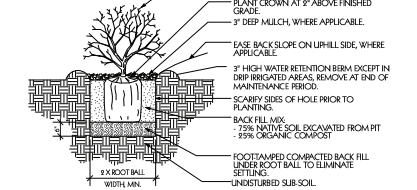
* Wildflower seed (optional) for a more diverse and natural look

**PLS = Pure Live Seed



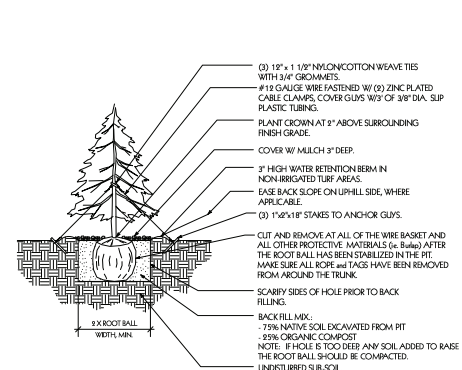
DECIDUOUS TREE PLANTING & STAKING

SCALE: NTS



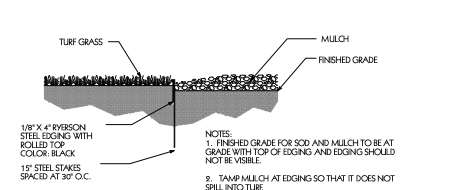
TYPICAL SHRUB PLANTING

SCALE: NTS



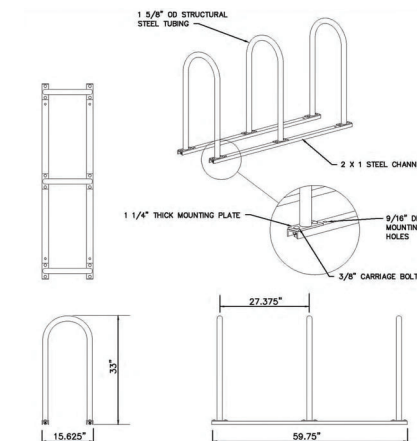
EVERGREEN TREE PLANTING & STAKING

SCALE: NTS



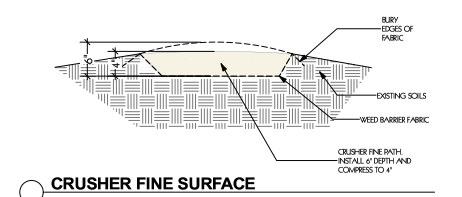
EDGING

SCALE: NTS



INVERTED-U BIKE RACKS ON RAILS.

SCALE: NTS

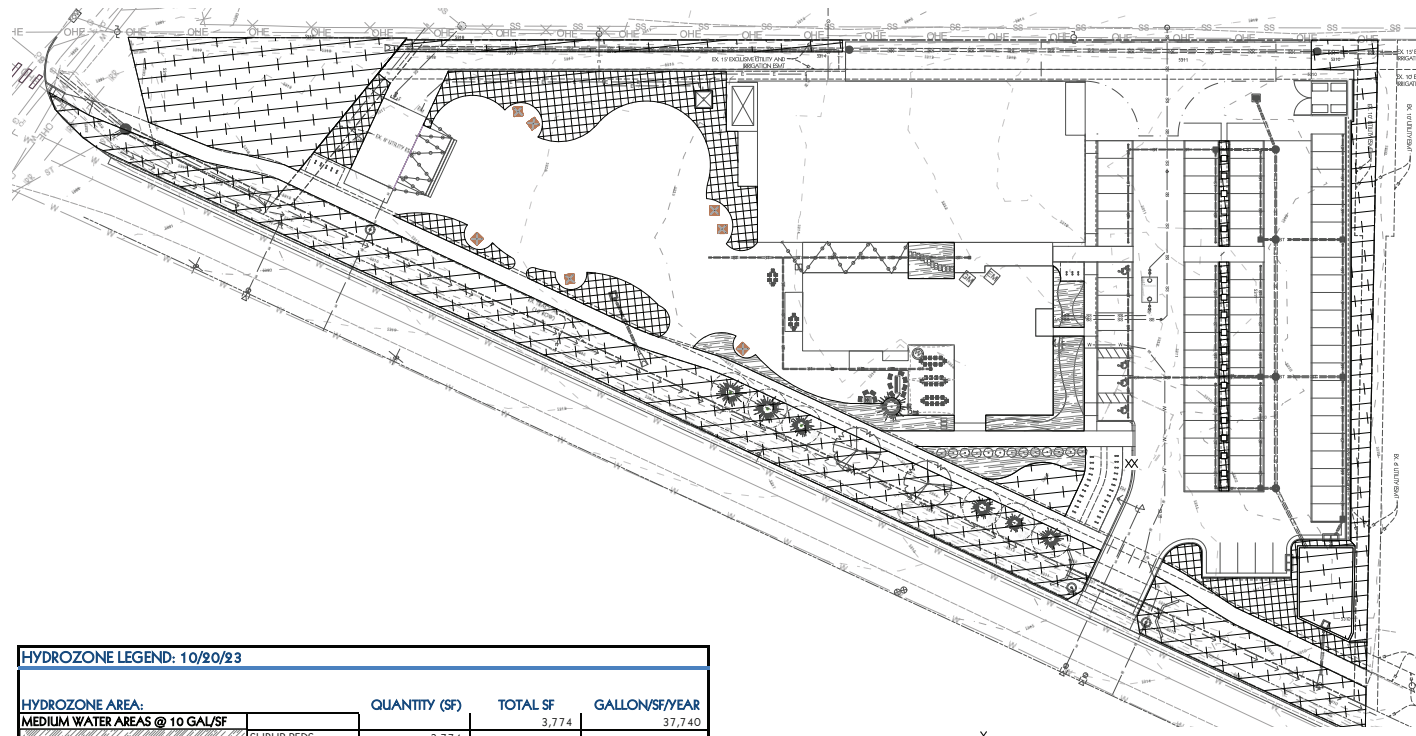


CRUSHER FINE SURFACE

SCALE: NTS

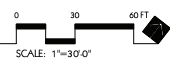
SHEET NAME:	SHEET 9 OF 15
LANDSCAPE NOTES & DETAILS	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



HYDROZONE LEGEND: 10/20/23			
HYDROZONE AREA:		QUANTITY (SF)	TOTAL SF
MEDIUM WATER AREAS @ 10 GAL/SF			3,774
	SHRUB BEDS	3,774	
LOW WATER AREAS @ 3 GAL/SF			8,180
	LOW SHRUB BEDS	8,180	
VERY LOW AREAS @ 0 GAL/SF (seed in, turned off after establishment)			30,877
	NATIVE SEED	30,877	
TOTAL USAGE:			48,831
			62,280
		AVERAGE WATER USE/SF/YEAR	1.5

HYDROZONE PLAN



SHEET NAME:	SHEET 10 OF 15
HYDROZONE PLAN	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



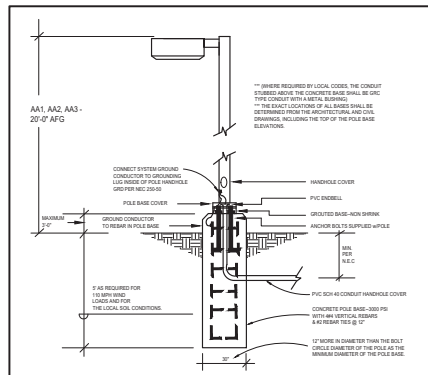
LUMINAIRE SCHEDULE

FIX. TYPE	NAME	MANUFACTURER	CATALOG NUMBER	FINISH	LAMP DATA	LAMP WATTS	MOUNTING METHOD	MTG HEIGHT	DESCRIPTION	VOLTS
AA1	LSI	MRML-LED-12L-SL-3UNV-30-70CRI-BRZ-L		BRONZE	LED	85	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 3 WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
AA2	LSI	MRML-LED-18L-SL-5UNV-30-70CRI-BRZ		BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE 5, 3000K, 70CRI	UNV
AA3	LSI	MRML-LED-18L-SL-FT-UNV-30-70CRI-BRZ-L		BRONZE	LED	135	POLE	20'-0"	SITE LIGHTING SINGLE HEAD TYPE FT WITH HOUSE SIDE SHIELD, 3000K, 70CRI	UNV
BB	LIOMAN	LBX 5 LB-10851		BLACK	LED	14	BOLLARD	1'-0"	WALKWAY BOLLARD	UNV
CC	SIGNIFY	C4S-DL15-930-W-210-U-CL-B		BLACK	LED	11.8	SURFACE	-	ROOF TOP DECK DOWNLIGHT, 3000K	UNV
DD1	SIGNIFY	SFR-8-30K-15-BK		BLACK	LED	10	SURFACE	-	5" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD2	SIGNIFY	SFR-8-30K-15-BK		BLACK	LED	14	SURFACE	-	7" SURFACE MOUNTED DOWNLIGHT, 3000K	120
DD3	SIGNIFY	S10R-6-30K-15-BK		BLACK	LED	24	SURFACE	-	10" SURFACE MOUNTED DOWNLIGHT, 3000K	120
EE	LIOMAN	UTA-31861-20W-T3-W30-01-12027V		BLACK	LED	20	SURFACE	7'-0"	WALL MOUNTED CYLINDRICAL DOWNLIGHT, TYPE 3 DISTRIBUTION, 3000K	120
FF	AMERICAN LIGHTING	LS2-M-24-48-BK		BLACK	LED	12.5WFT	STRING	9'-0"	E2H BULB FESTOON LIGHTING	120
GG	SIGNIFY	RSS2-A-K5-D-02		BLACK	LED	9.2	RECESSED	1'-0"	POLYCARBONATE STEP LIGHTING	120
HH	HUBBLE	TRP2-24L-30-3K7-2-UNV-BLT		BLACK	LED	30	SURFACE	VARIES	MODIFIED ARCH WALLPACK TYPE 2 DISTRIBUTION, 3000K	UNV
JJ	TROV	L55-E-12-05-35-BL-MULT-25X25		BLACK	LED	6	SURFACE	16'-0"	WALL WASH SURFACE MOUNTED STRIP, 3000K	MVOLT
KK	SIGNIFY	B1-A		BLACK	LED	10	GROUND	-	FLOODLIGHT	120
LL	SIGNIFY	MULA-A-S7		BLACK	LED	2	GROUND	-	SERVICE DRIVE PATH LIGHTING	12

NOTE: ALL FIXTURES TO BE FULL CUT-OFF FIXTURES.

GENERAL LIGHTING PLAN STANDARD NOTES:

- ALL BUILDING MOUNTED FIXTURES FOR SAFETY AND EGRESS. ALL POLE MOUNTED FIXTURES ARE FOR PARKING AREA AND DRIVING ACCESS PATHWAY.
- ALL FIXTURES TO BE CONTROLLED VIA TIMECLOCK. TIMER TO BE SET TO GO OFF AFTER 30MIN CLOSE OF BUSINESS. NORMAL HOURS OF OPERATION FOR SITE ARE AS FOLLOWS:
WEDNESDAY: 3-9PM
THURSDAY: 12-9PM
FRIDAY: 12-10PM
SATURDAY: 12-10PM
SUNDAY: CLOSED
- PROVIDE HOUSE SIDE SHIELD TO POLE MOUNTED FIXTURES ALONG ADJACENT PROPERTIES.
- THE FOLLOWING LIGHTING TYPES ARE PROHIBITED: POLE-MOUNTED LIGHTS AIMED AT A BUILDING'S FACADE AND UNSHIELDED WALL PACKS.



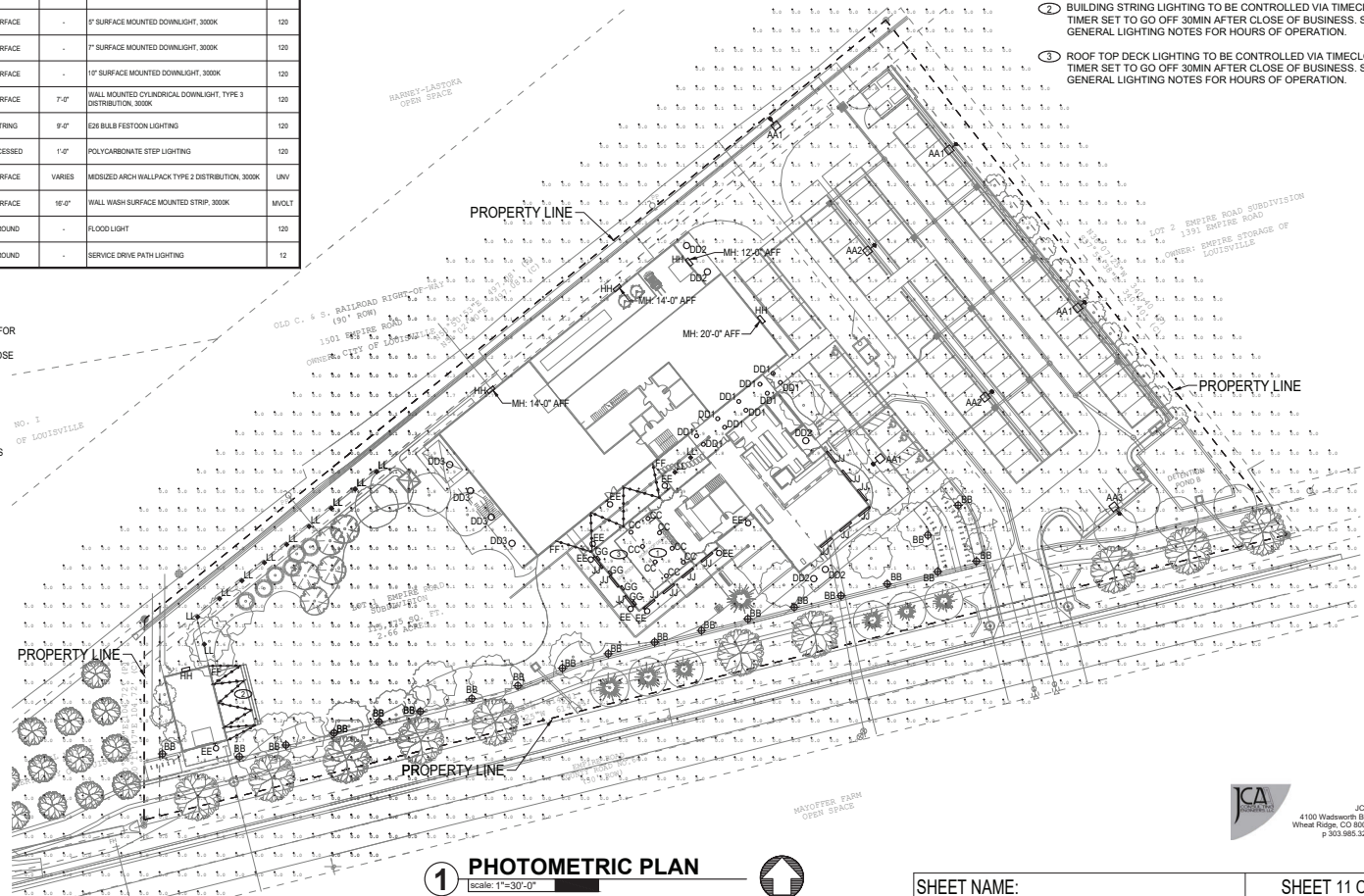
2 TYPICAL POLE BASE DETAIL
Scale: N.T.S.

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERALL SITE	Illuminance	Fc	0.76	11.5	0.0	N.A.	N.A.
ROOF TOP DECK	Illuminance	Fc	5.53	11.6	0.2	27.65	58.00
PARKING AREA	Illuminance	Fc	3.01	5.0	1.0	3.01	5.00

SHEET NOTES

- ROOF TOP DECK CALCULATIONS ARE CALCULATED AT 16'-0" AFG. CALCULATIONS AT GROUND LEVEL ARE NOT AFFECTED BY ROOF TOP DECK LIGHTING.
- BUILDING STRING LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.
- ROOF TOP DECK LIGHTING TO BE CONTROLLED VIA TIMECLOCK. TIMER SET TO GO OFF 30MIN AFTER CLOSE OF BUSINESS. SEE GENERAL LIGHTING NOTES FOR HOURS OF OPERATION.



1 PHOTOMETRIC PLAN
Scale: 1"=30'-0"



SHEET NAME:
PHOTOMETRIC PLAN

SHEET 11 OF 15
AUGUST 4, 2023



IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT
LOT 1 EMPIRE ROAD SUBDIVISION
LOCATED IN THE SW ¼ OF SEC. 9, T 1 S, R 69W, OF THE 6 TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



TYPE 'AA1', 'AA2', 'AA3'

Mirada Medium (MRM)
Outdoor LED Area Light

Overview

Lighting	Input	Tap
Outputs		

QUICK LINKS

FEATURES & SPECIFICATIONS

Construction

- Extruded aluminum housing
- Cast aluminum wing encloses door
- Designed to mount to square or round pole
- Recessed or finished with LSP DuraGrip polyester powder coat
- Weather changes without cracking or peeling
- Shipping weight: 37 lbs in carton

Optical System

- State-of-the-art optics
- Silicone optical material
- Zero glare
- Available in 1000K, 4000K, and 5000K color temperatures
- Available in Phosphor Converted Amber with Peak Intensity of 100
- Integral louver (LS) and integral half moon (HS) optional for enhanced backlight control

Electrical

- High-performance programmable driver
- Supports universal voltage (120-277 VAC)
- LED Calculated Life: 100K hours
- Operating temperature: -40°C to 50°C
- Power factor: >90
- IP67

Controls

- Optional integrated wireless remote (Bluetooth) or motion detector
- Available in Phosphor Converted Amber with Peak Intensity of 100

Accessories

- 1000K, 4000K, and 5000K color temperatures
- Available in Phosphor Converted Amber with Peak Intensity of 100

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'AA1', 'AA2', 'AA3'

Mirada Medium Outdoor LED Area Light

ORDERING GUIDE

Part	Light Type	Length	Width	Height	Material	Finish	Notes
MRM-1000K	1000K	1000K	1000K	1000K	1000K	1000K	1000K

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'BB'

Ligman

Product description

Luminaire Structure

Optic

Product color

Special finishes upon request

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'CC'

Lightolier

Downlighting

Calculate LED 4" gen 3

Product description

Features

Standard accessories

Accessories (not currently in stock)

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'DD1', 'DD2', 'DD3'

Lightolier

Downlighting

Calculate LED 4" gen 3

Product description

Features

Electrical

Controls

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'EE'

UTA-31861

Tango 29 Cylindrical Downlight

Construction

Mounting Detail

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

TYPE 'EE'

UTA-31861

Tango 29 Cylindrical Downlight

PROJECT

QUANTITY

TYPE

NOTE

DATE

ORDERING EXAMPLE

UTA-31861

LAMP

BEAM

LED COLOR

FINISH COLOR

VOLTAGE

Additional Options

City of Flagstaff is a People Friendly Community

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 438-7800

NOTICE:
ALL LIGHT SOURCES ARE FULL CUT-OFF

Lightolier

Downlighting

Calculate LED 4" gen 3

Product description

Features

Standard accessories

Accessories (not currently in stock)

Need more information?
Click here for our glossary

Have additional questions?
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Sheet Name: UTA-31861-Tango 29 Cylindrical Downlight



SHEET NAME:
LIGHTING SPECIFICATIONS

SHEET 12 OF 15
AUGUST 4, 2023

DAJ DESIGN
922A MAIN STREET
LOUISVILLE, CO 80027
P. 303.527.1100
INFO@DAJDESIGN.COM

[illegible][illegible][illegible]

TYPE KAC

HADCO
 by @ignify

Landscape

Bulyte

B1 Aluminum

Ordering guide

Example B1-A

Product Code **Finish**

B1

B1 **Aluminum/Bulyte**

A **Brush**

0 **Stroke**

Product Code	
Finish	
Color	
Lead Time	
Weight	
Material	
Notes	

Specifications

Heating

For water circulation, fully adjustable valves are with elevation-great flexibility. 1/2" NPT male threads to connect into aluminum's mounting holes for circulation, and, if necessary, (depending on volume, flow rates) are 200-psi service pressure (300-psi optional).

Finish

Maximum granular abrasiveness is water-soluble siphon after 140°F for 100 hours in a standard condition. Produced and formed for steel users (not for use in a standard condition) for use in a standard condition and fully adjustable in accordance with ASTM B17 specifications.

Optical Assembly

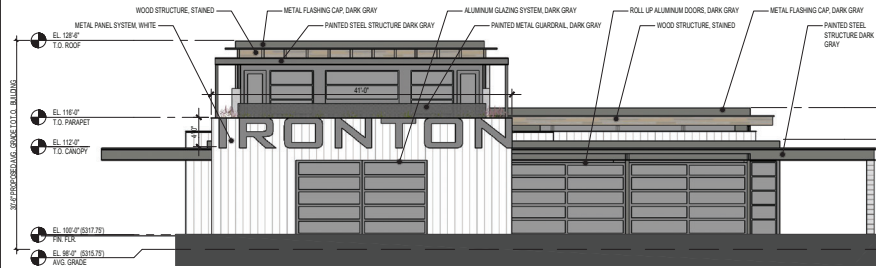
Produced with optional assembly only.

Labeling

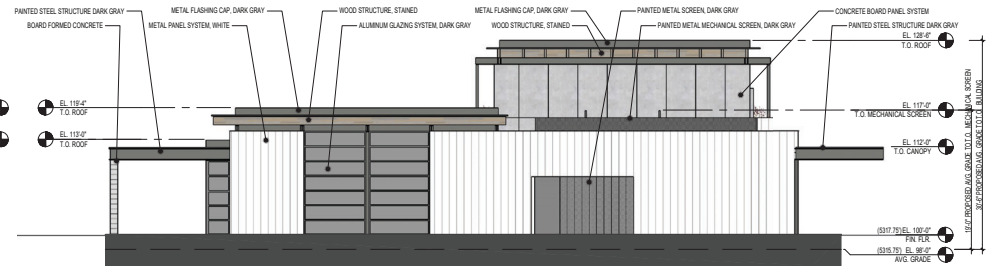
100% maximum (RMS/100) medium base temp. (maximum temp) is not labeled. Lower settings (temp) are available. Note: 1/2" or 1/4" or 1/8" or 1/16" or 1/32" or 1/64" or 1/128" or 1/256" or 1/512" or 1/1024" or 1/2048" or 1/4096" or 1/8192" or 1/16384" or 1/32768" or 1/65536" or 1/131072" or 1/262144" or 1/524288" or 1/1048576" or 1/2097152" or 1/4194304" or 1/8388608" or 1/16777216" or 1/33554432" or 1/67108864" or 1/134217728" or 1/268435456" or 1/536870912" or 1/1073741824" or 1/2147483648" or 1/4294967296" or 1/8589934592" or 1/17179869184" or 1/34359738368" or 1/68719476736" or 1/137438953472" or 1/274877906944" or 1/549755813888" or 1/1099511627776" or 1/2199023255552" or 1/4398046511104" or 1/8796093022208" or 1/17592186044416" or 1/35184372088832" or 1/70368744177664" or 1/140737488355328" or 1/281474976710656" or 1/562949953421312" or 1/1125899906842624" or 1/2251799813685248" or 1/4503599627370496" or 1/9007199254740992" or 1/18014398509481984" or 1/36028797018963968" or 1/72057594037927936" or 1/144115188075855872" or 1/288230376151711744" or 1/576460752303423488" or 1/1152921504606846976" or 1/2305843009213693952" or 1/4611686018427387904" or 1/9223372036854775808" or 1/18446744073709551616" or 1/36893488147419103232" or 1/73786976294838206464" or 1/147573952589676412928" or 1/295147905179352825856" or 1/590295810358705651712" or 1/1180591620717411303424" or 1/2361183241434822606848" or 1/4722366482869645213696" or 1/9444732965739290427392" or 1/18889465931478580854784" or 1/37778931862957161709568" or 1/75557863725914323419136" or 1/151115727451828646838272" or 1/302231454903657293676544" or 1/604462909807314587353088" or 1/1208925819614629174706176" or 1/2417851639229258349412352" or 1/4835703278458516698824704" or 1/9671406556917033397649408" or 1/19342813113834066795298816" or 1/38685626227668133590597632" or 1/77371252455336267181195264" or 1/154742504910672534362390528" or 1/309485009821345068724781056" or 1/618970019642690137449562112" or 1/1237940039285380274899124224" or 1/2475880078570760549798248448" or 1/4951760157141521099596496896" or 1/9903520314283042199192993792" or 1/19807040628566084398385987584" or 1/39614081257132168796771975168" or 1/79228162514264337593543950336" or 1/158456325028528675187087900672" or 1/316912650057057350374175801344" or 1/633825300114114700748351602688" or 1/1267650600228229401496703205376" or 1/2535301200456458802993406410752" or 1/5070602400912917605986812821504" or 1/10141204801825835211973625643008" or 1/20282409603651670423947251286016" or 1/40564819207303340847894502572032" or 1/81129638414606681695789005144064" or 1/162259276829213363391780010288128" or 1/324518553658426726783560020576256" or 1/649037107316853453567120041152512" or 1/1298074214633706907134240822300224" or 1/2596148429267413814268481644600448" or 1/5192296858534827628536963289200896" or 1/1038459371706965525707392657841792" or 1/2076918743413931051414785315683584" or 1/4153837486827862102829570631367168" or 1/8307674973655724205659141262734336" or 1/1661534994731144841131828252548672" or 1/3323069989462289682263656505097344" or 1/6646139978924579364527313010194688" or 1/1329227995784915872905462602038912" or 1/2658455991569831745810925204077824" or 1/5316911983139663491621850408155648" or 1/1063382396627932698324

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IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

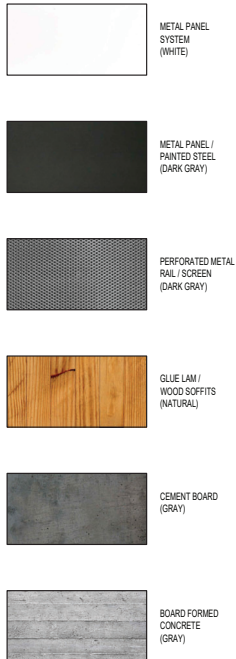


1 WEST ELEVATION
 SCALE: 1/8" = 1'-0"

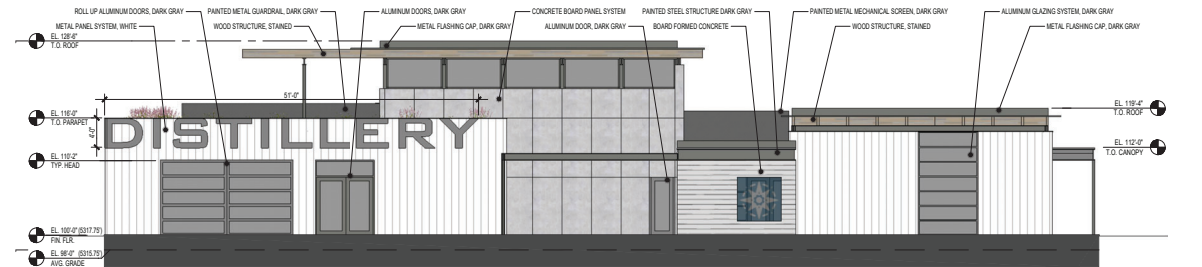


2 EAST ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL LEGEND



3 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

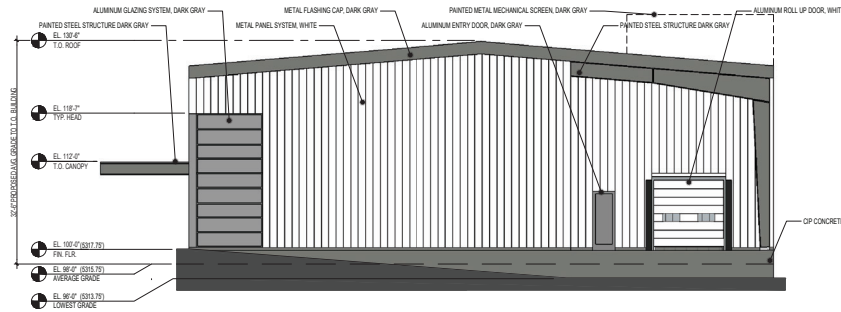


4 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"

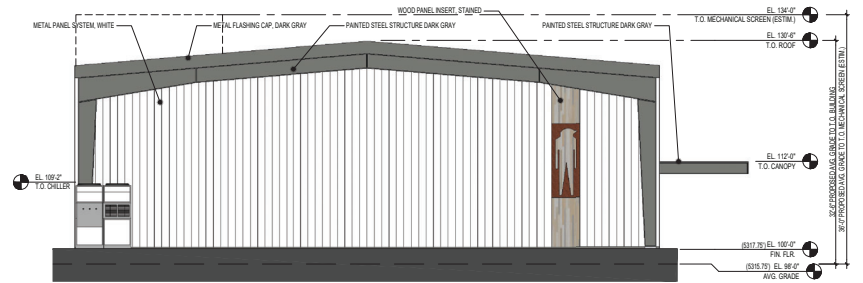
SHEET NAME:
 TASTING BUILDING ELEVATIONS

SHEET 14 OF 15
 AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
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 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

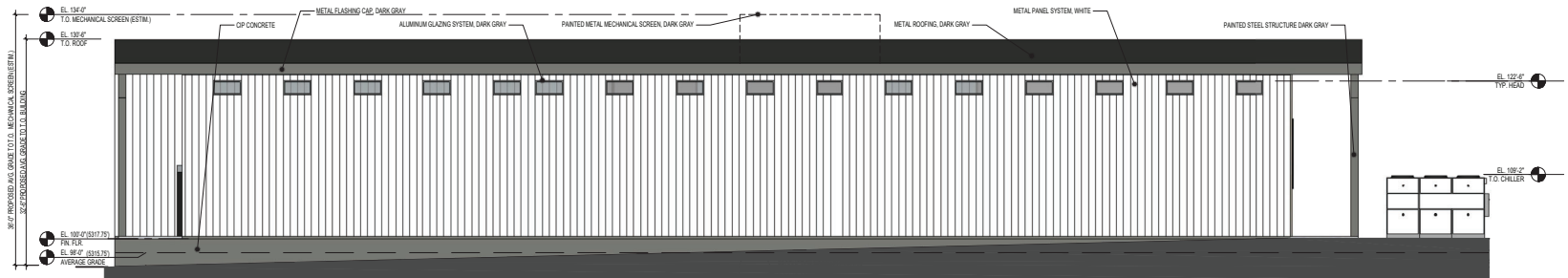
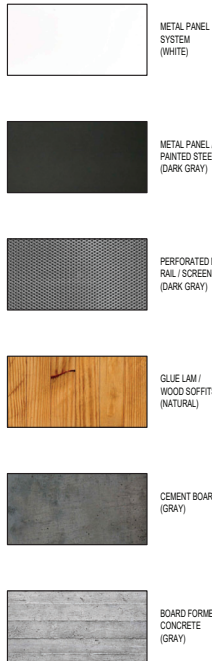


1 EAST ELEVATION
 SCALE: 1/8" = 1'-0"

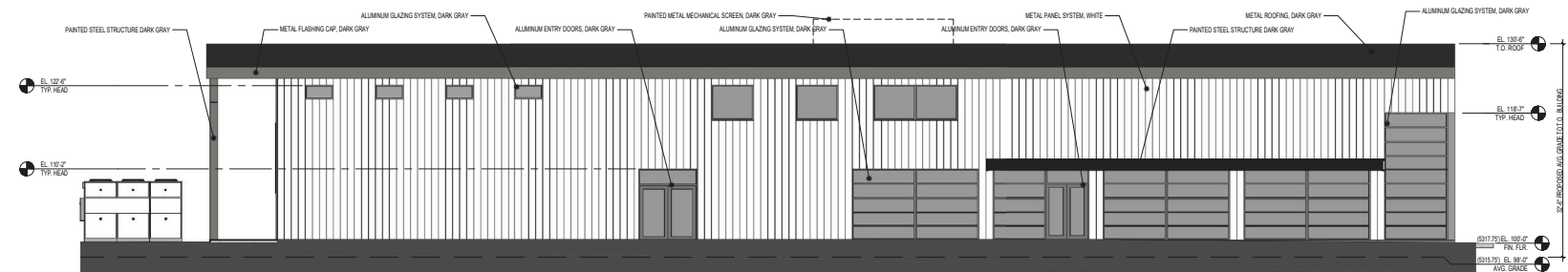


2 WEST ELEVATION
 SCALE: 1/8" = 1'-0"

MATERIAL LEGEND



3 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

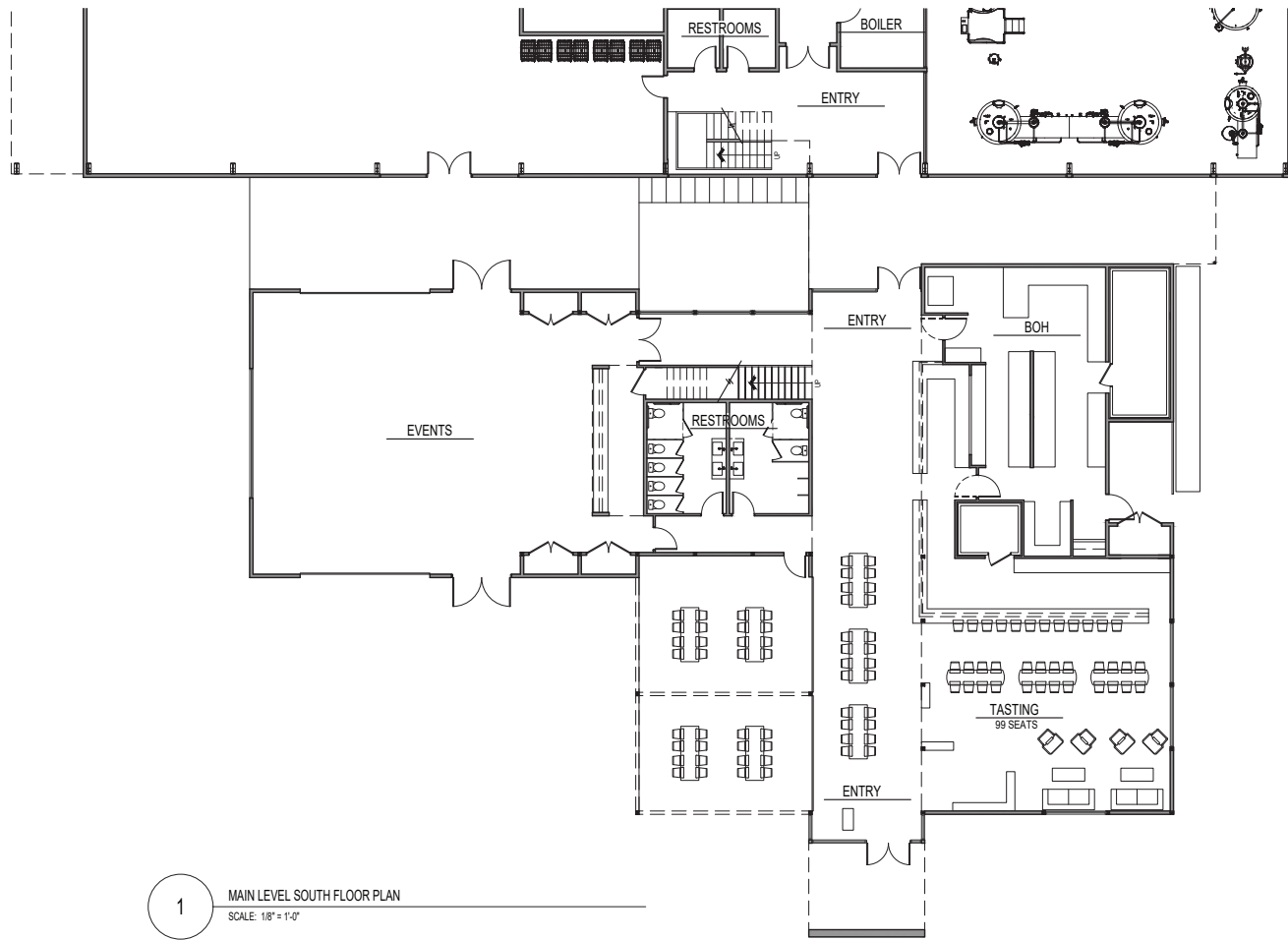


4 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"

SHEET NAME:
 PRODUCTION BUILDING ELEVATIONS

SHEET 15 OF 15
 AUGUST 4, 2023

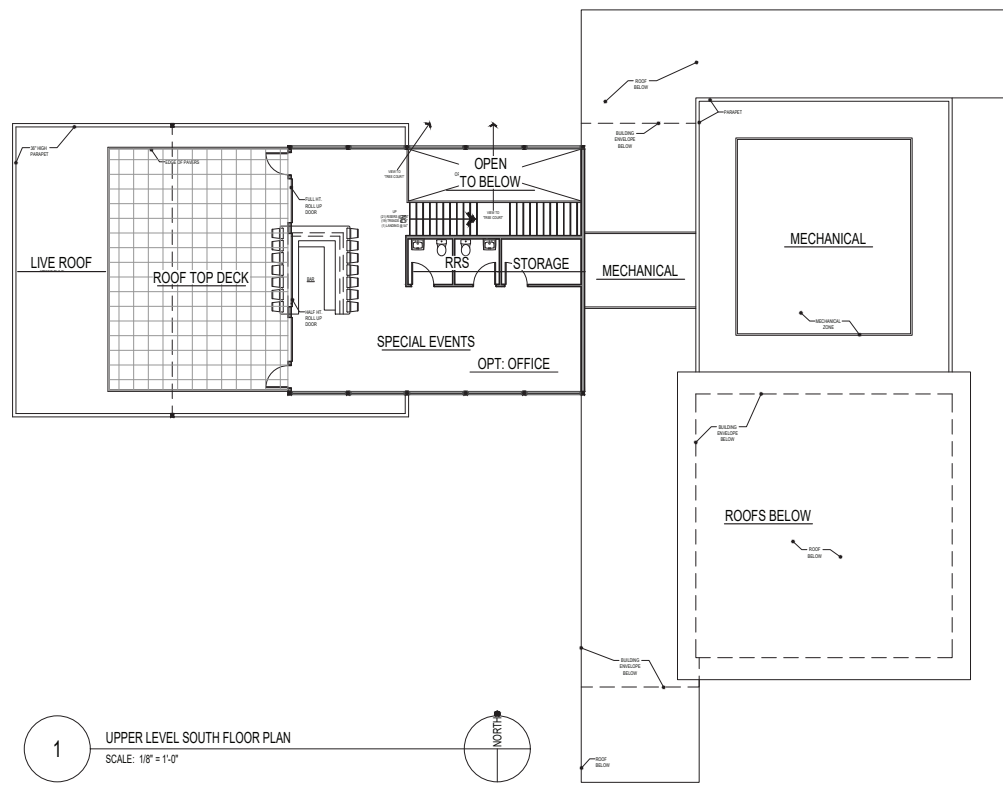
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



1 MAIN LEVEL SOUTH FLOOR PLAN
 SCALE: 1/8" = 1'-0"

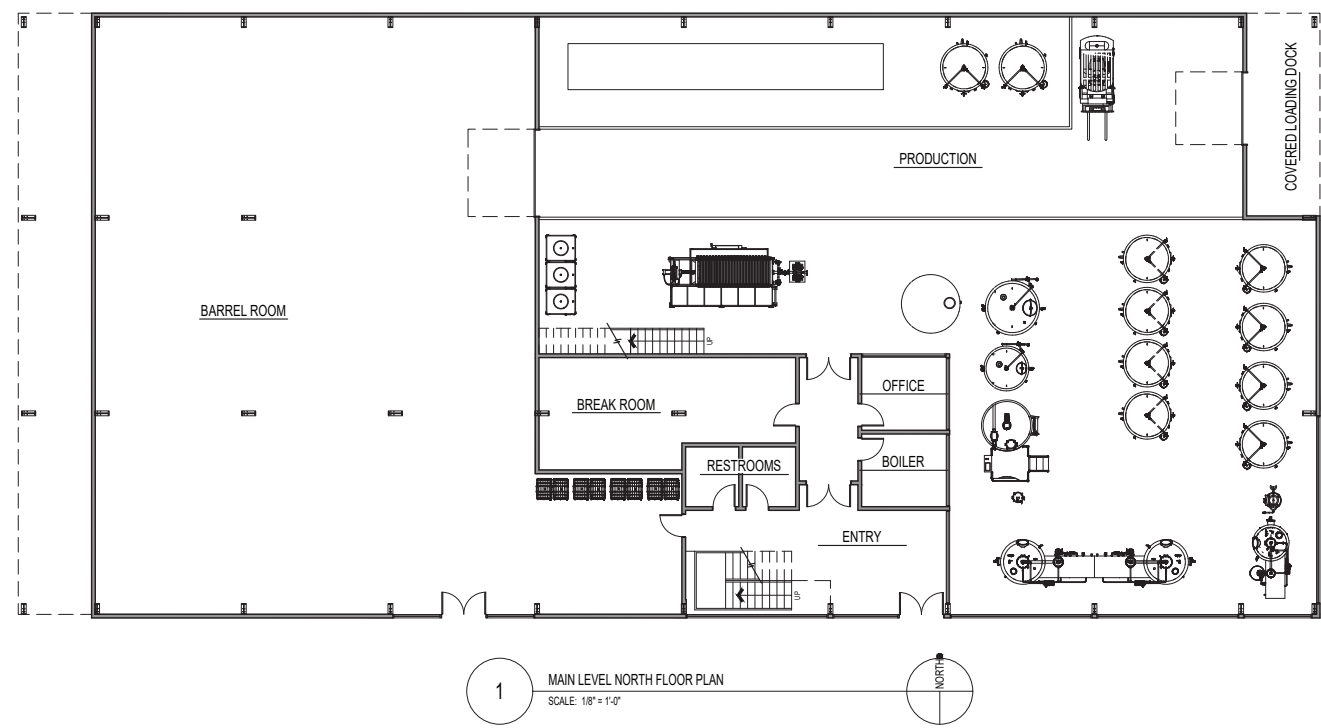
SHEET NAME:	EXHIBIT 1
TASTING MAIN LEVEL FLOOR PLAN	AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



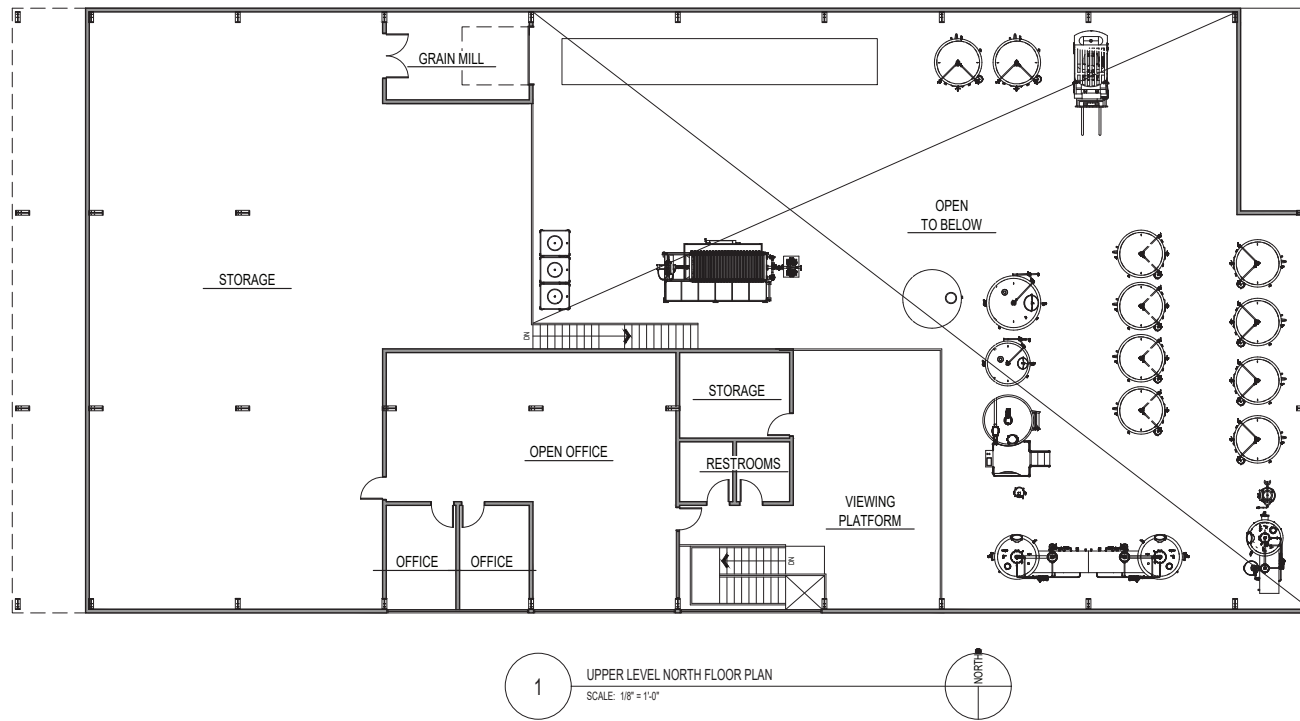
1 UPPER LEVEL SOUTH FLOOR PLAN
 SCALE: 1/8" = 1'-0"

SHEET NAME:	EXHIBIT 2
TASTING UPPER LEVEL FLOOR PLAN	AUGUST 4, 2023



SHEET NAME:	EXHIBIT 3
PRODUCTION MAIN LEVEL FLOOR PLAN	AUGUST 4, 2023

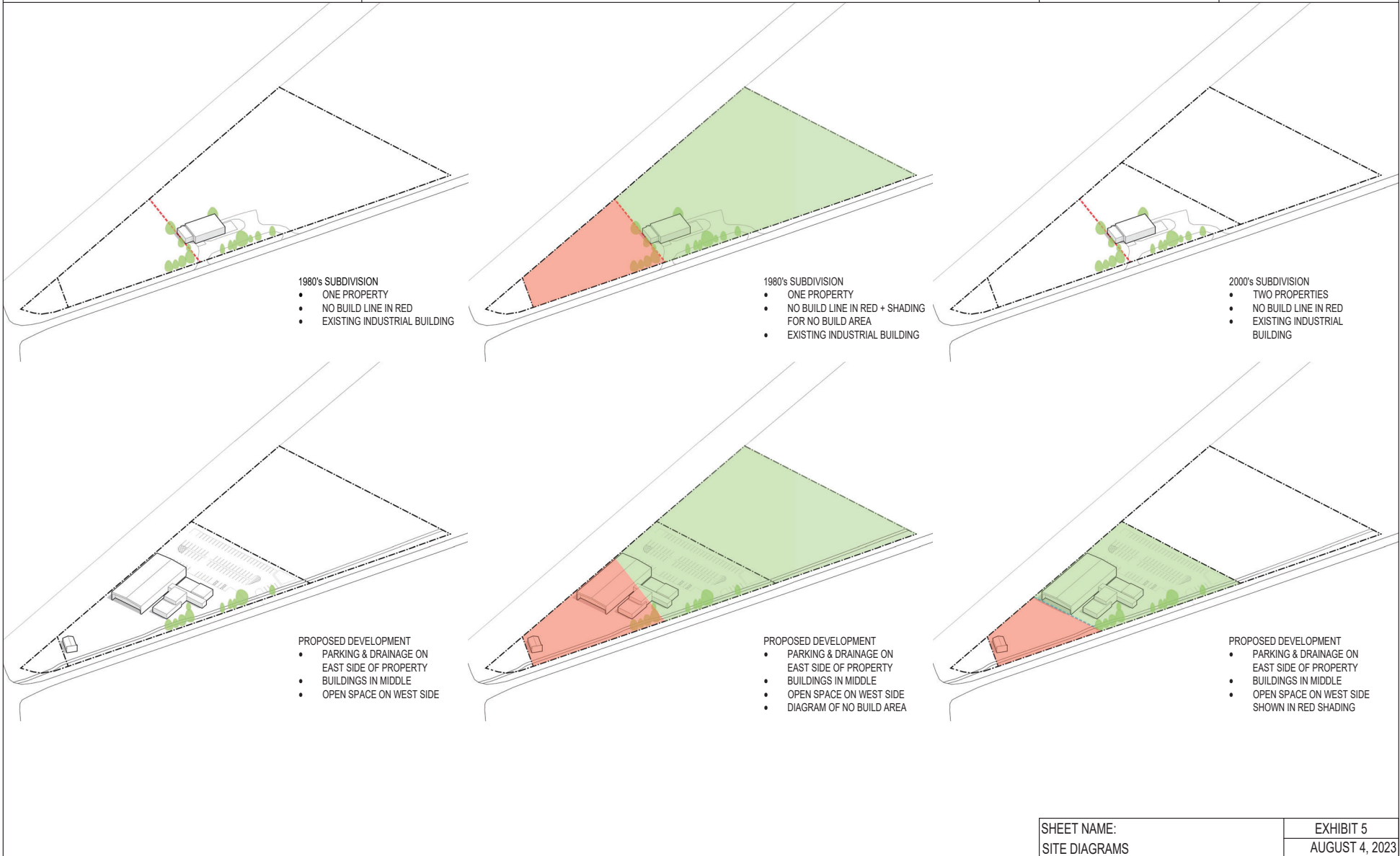
IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



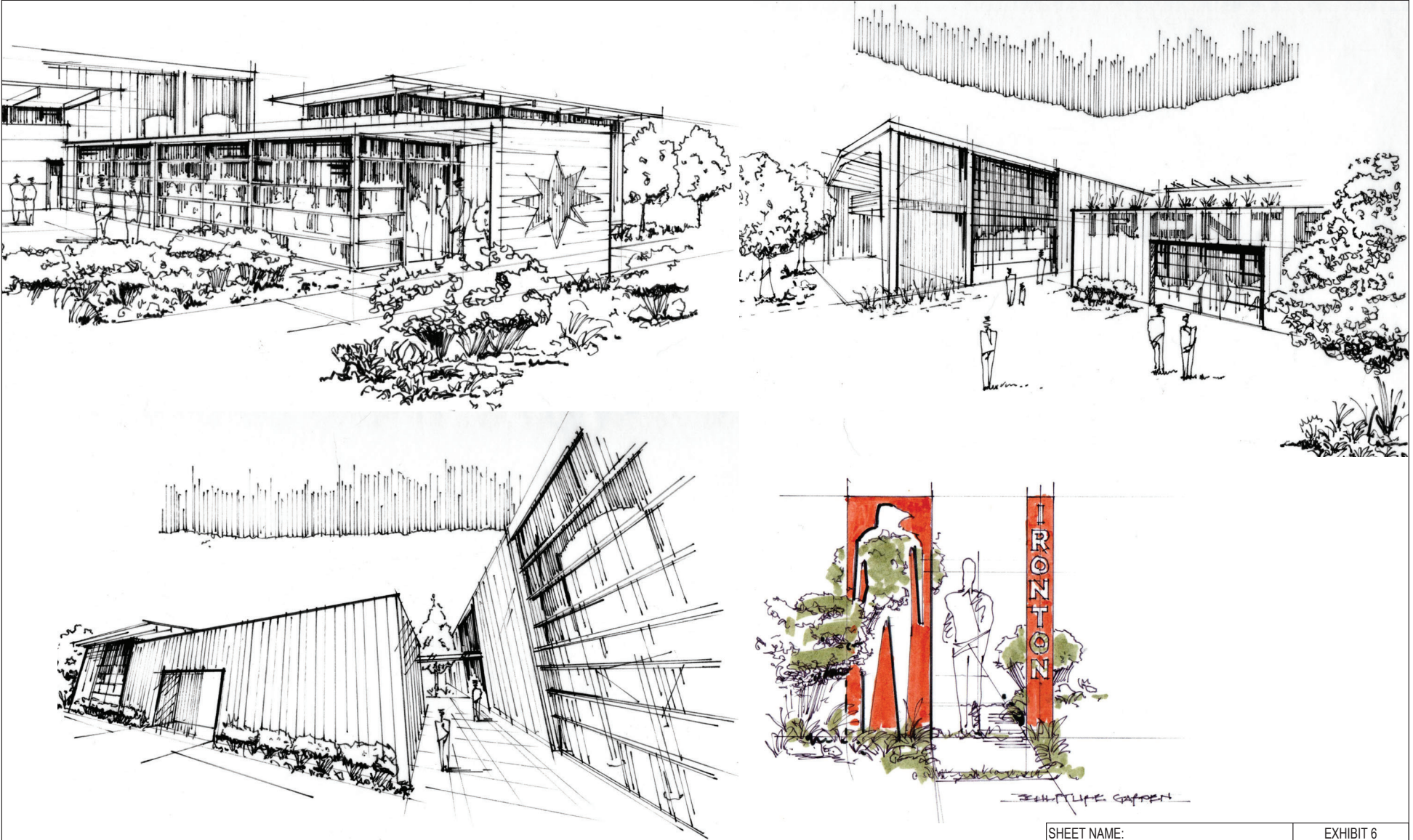
SHEET NAME:
 PRODUCTION UPPER LEVEL FLOOR PLAN

EXHIBIT 4
 AUGUST 4, 2023

IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



IRONTON DISTILLERY PLANNED UNIT DEVELOPMENT AND SPECIAL REVIEW USE
 LOT 1 EMPIRE ROAD SUBDIVISION
 LOCATED IN THE SW ¼ OF SEC. 9, T 1S, R 69W, OF THE 6 TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

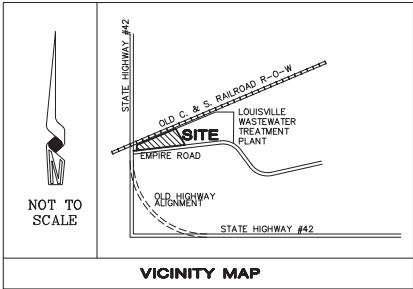


SHEET NAME:
 CONCEPT SKETCHES

EXHIBIT 6
 AUGUST 4, 2023

EMPIRE ROAD SUBDIVISION REPLAT A

AN AMENDED PLAT OF LOT 1, EMPIRE ROAD SUBDIVISION – FINAL PLAT, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
TOTAL AREA = 115,775 SQ. FT., OR 2.66 ACRES, MORE OR LESS



DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF
LOT 1, EMPIRE ROAD SUBDIVISION-FINAL PLAT, LOCATED IN SECTION 9, TOWNSHIP 1
SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE,
COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

PARCEL DESCRIPTION:

(PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY)
DEED RECORDED ON 11/08/2017 AT REC. NO. 03624725

LAND ONLY:
LOT 1, EMPIRE ROAD SUBDIVISION – FINAL PLAT, COUNTY OF BOULDER,
STATE OF COLORADO.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED
UNDER THE NAME AND STYLE OF EMPIRE ROAD SUBDIVISION, REPLAT A, A SUBDIVISION OF A
PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE
PRESENTS DO HEREBY DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL
MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID
REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AND RIGHT-OF-WAYS FOR THE
CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL
SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND
ELECTRIC LINES, WORKS POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES,
SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS
AND ALL APPURTENANCES THERETO.

THE 15 FOOT AND 5 FOOT UTILITY & IRRIGATION EASEMENTS ALONG THE NORTHERLY LOT LINE
ARE DEDICATED TO THE CITY OF LOUISVILLE, THE CITY OF LAFAYETTE, AND BOULDER COUNTY,
AND NON-EXCLUSIVE IRRIGATION USE FOR THE BENEFIT OF THE OWNERS OF THE MAYHOFFER
FARM PROPERTY. THE 5 FOOT UTILITY & IRRIGATION EASEMENT IS TO BE USED AS A
TEMPORARY EASEMENT IN THE EVENT THAT MAINTENANCE AND INSTALLATION OF UTILITIES IN
THE 15 FOOT EASEMENT REQUIRES TEMPORARY RELOCATION OF EXISTING UTILITY LINES AND/OR
IRRIGATION DITCH.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND
COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND
LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND
DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT,
SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR
AS REQUIRED BY CITY ORDINANCES AND IN ACCORDANCE WITH ANY ARRANGEMENTS MADE WITH
THE CITY OF LOUISVILLE OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE
APPROVED BY THE CITY OF LOUISVILLE, COLORADO AND SUCH SUMS SHALL NOT BE PAID BY
THE CITY OF LOUISVILLE, COLORADO AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED
WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY
OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND
PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR OWEST
COMMUNICATIONS, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE
PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF
LOUISVILLE, COLORADO.

Ownership Signature Block

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF

_____, 20____.

LOT 1

OWNER: BASECAMP LOUISVILLE LLC

NOTES

1. FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER 5544-3872715,
DATED DECEMBER 02, 2021 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED
INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE
PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL
OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON
ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH
DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY
BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN
HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N0011°47'E
ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, BETWEEN A FOUND
2 1/2" ALUMINUM CAP STAMPED "LEE STADLER S8-S9-S17-S18 L526300" IN A
RANGE BOX AT THE SOUTHWEST CORNER OF SECTION 9 AND A FOUND #6 REBAR WITH
A 3 1/4" ALUMINUM CAP STAMPED "TIS R68W S8-S9 L513155" IN A RANGE BOX AT
THE WEST QUARTER CORNER OF SECTION 9 AS SHOWN HEREON. COLORADO STATE
PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83).
ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND
SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS
TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER
WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY
SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY
GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY
TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES,
CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT
SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX
MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED,
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING
TO THE FEMA FLOOD INSURANCE RATE MAP: COMMUNITY-PANEL NO. 08013C-0582 K,
DATED 08/15/2019. FLOOD INFORMATION IS SUBJECT TO CHANGE.
8. DATES OF FIELDWORK: JANUARY 11-12, 2022 AND JULY 7, 2022
9. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 115,775 SQ. FT. OR 2.66 ACRES.
MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A
DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN
FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR
THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE
RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY
COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

MAYOR _____ CITY CLERK _____

PLANNING COMMISSION CERTIFICATE:

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20____,
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CHAIRMAN _____ SECRETARY _____

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

EMPIRE ROAD SUBDIVISION
REPLAT A

Flatirons, Inc.
Land Surveying Services

4555 FOURTH AVE.
3000 BLUE AVE. STE. 200
BOULDER, CO 80501
LONGMONT, CO 80501
FAX: (303) 443-9600
(303) 443-9600
(303) 443-9600



DRAFT
WORKING COPY ONLY
NOT FOR CONSTRUCTION
THIS DRAWING IS THE PROPERTY OF
FLATIRONS, INC. AND IS NOT TO BE
REPRODUCED OR COPIED WITHOUT
WRITTEN PERMISSION

JOB NUMBER:

21-77,713

DATE:

02/07/2024

DRAWN BY:

T. HENDERSON

CHECKED BY:

TDH/JJK/JZG

SHEET 1 OF 2

AN AMENDED PLAT OF LOT 1, EMPIRE ROAD SUBDIVISION - FINAL PLAT, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

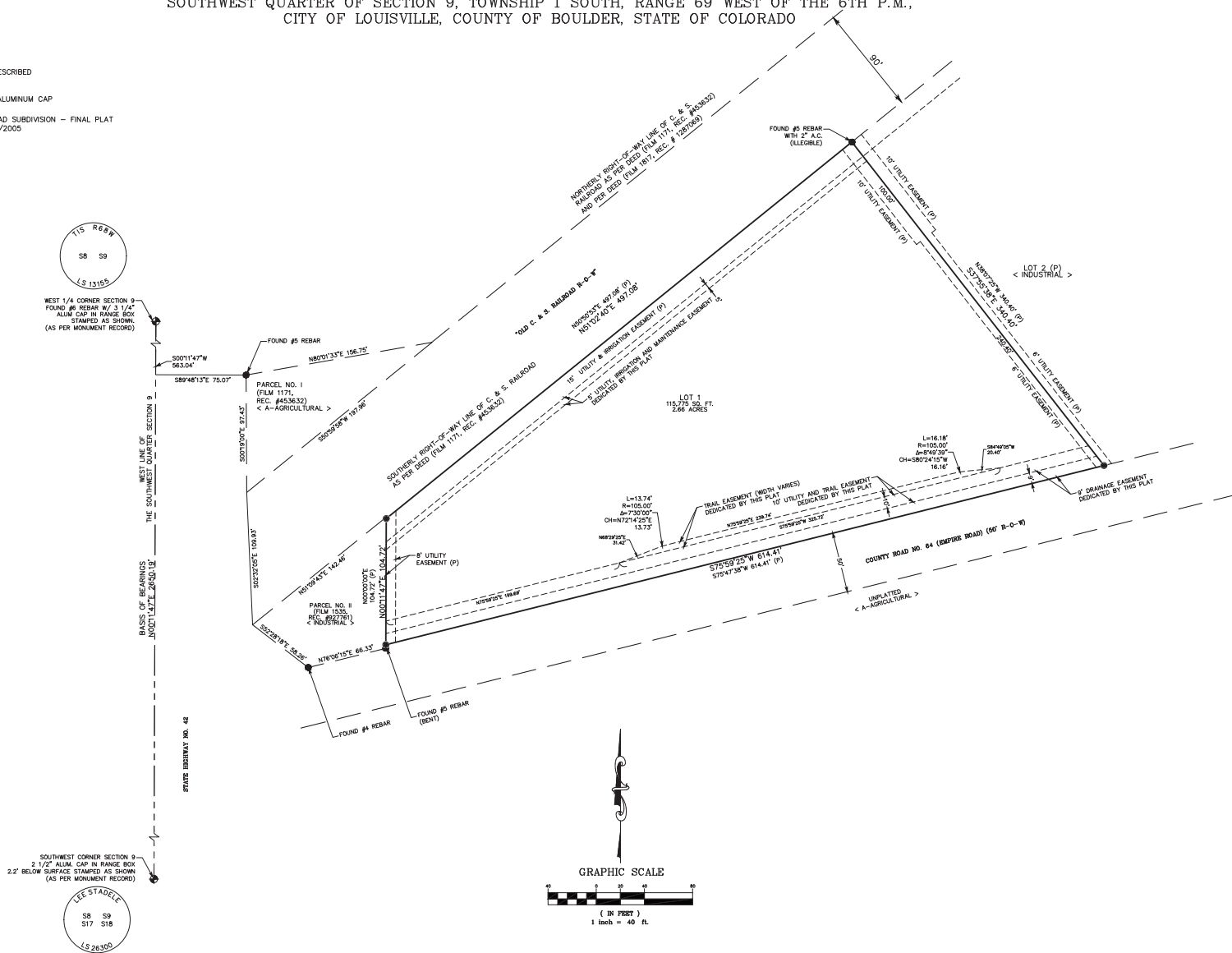
FOUND ALIQUOT MONUMENT AS DESCRIBED

FOUND MONUMENT AS DESCRIBED

SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP
"FLATIRONS SURV 29038"

(P) AS PER THE PLAT OF EMPIRE ROAD SUBDIVISION - FINAL PLAT
REC. NO. 2719793, DATED 09/06/2005

< > ZONING



REVISION	DATE
1	—
2	—
3	—
4	—
5	—
6	—
7	—
8	—

EMPIRE ROAD SUBDIVISION
REPLAT A

Flatirons, Inc.

DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP
AND SIGNATURE

JOB NUMBER:	21-77,713
DATE:	02/07/2024
DRAWN BY:	T. HENDERSON
CHECKED BY:	TDH/JJK/JZG

FIRST AMENDMENT TO ANNEXATION AGREEMENT
(Trousil Annexation)

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT (“First Amendment”) is made and entered into this ____ day of _____, 2024, by and between the **CITY OF LOUISVILLE**, a Colorado municipal corporation whose address is 749 Main Street, Louisville, CO 80027 (“City”), and **Basecamp Louisville LLC**, a wholly owned subsidiary of Basecamp Concept LLC, whose address is 3636 Chestnut Pl., Denver, CO 80216 (“Owner”).

WHEREAS, Owner is the owner of real property legally described as Lot 1, Empire Road Subdivision – Final Plat (the “Plat”), according to the plat recorded in the property records of Boulder County on September 6, 2005, at Reception No. 2719793 (the “Property”); and

WHEREAS, the Property is subject to the terms, covenants, and conditions of that certain Annexation Agreement with Robert and Vlasta Trousil for the Trousil Annexation, dated June 3, 1986, and recorded with the Boulder County Clerk and Recorder on October 8, 1986 at Reception No. 00795426 (the “Annexation Agreement”); and

WHEREAS, the Annexation Agreement contains a restrictive covenant prohibiting the construction of structures “west of the west line of the existing structure” located on the Property at the time of annexation, which restrictive covenant was carried forward into the Plat, and referred to as the “no-build zone”; and

WHEREAS, the Owner has submitted an application for Planned Unit Development (PUD) for development of the Property as a distillery to be known as the “Ironton Distillery & Crafthouse,” which application contains a request for a specific exception to the “no-build zone” established under the Annexation Agreement (the “Application”); and

WHEREAS, the Planning Commission held a public hearing on the Application on December 14, 2023, at which evidence and testimony were entered into the record, and following such public hearing approved Resolution 19, Series 2023, recommending approval to City Council of the Application, with conditions, including the condition that this First Amendment be executed and recorded prior to the recording of the Final PUD; and

WHEREAS, the City Council held a public hearing on the Application on March 5, 2024, at which evidence and testimony were entered into the record, and following such public hearing approved the Application, with conditions, including the condition that this First Amendment be executed and recorded prior to the recording of the Final PUD; and

WHEREAS, the parties desire to amend the Annexation Agreement to set forth a specific exception to the “no-build zone” established pursuant to the Annexation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and representations herein set forth, the City and Owner agree as follows:

Section 1. Section 3 of the Annexation Agreement is hereby amended to read as follows:

3. Development. A. Except as provided in Subsection B below, when development of the property occurs, no additional structures shall be constructed west of the west line of the existing structure located on the property at the time of annexation (the “no-build zone”).

B. Notwithstanding the Plat and Subsection A of this Section 3, the Property may be developed in strict compliance with that certain Ironton Distillery Planned Unit Development recorded, _____, 20____, at Reception No. _____, and any City-approved PUD Amendments related to the Property (the “Development”). Upon issuance of a Certificate of Occupancy from the City of Louisville for the development of the site in fulfillment of the PUD referenced above, the no-build zone shall be eliminated from this Annexation Agreement. The intent of this Section is that the no-build zone remain in effect if the PUD referenced above is not developed in whole or substantial part.

Section 2. Attachment; Recording. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and shall run with the land. This First Amendment shall be recorded in the real property records of the Boulder County, Colorado, Clerk and Recorder.

Section 3. Except as amended by this First Amendment, the Annexation Agreement shall remain in full force and effect in accordance with its terms. All capitalized terms not defined herein shall have the meanings assigned to them in the Annexation Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the City and Owner have executed this First Amendment to Annexation Agreement as of the day and year first above set forth.

CITY OF LOUISVILLE

By: _____
Chris M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

BASECAMP LOUISVILLE, LLC

By: _____
Lance Peterson,

Title: Manager and Owner

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day
of _____, 2024, by Lance Peterson, as Manager and Owner of Basecamp
Louisville, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

August 4, 2023

Amelia Brackett Hogstad
Historic Preservation Planner
City of Louisville
749 Main Street
Louisville, CO 80027



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

RE: 1303 EMPIRE RD PLANNED UNIT DEVELOPMENT APPLICATION

Dear Ms. Brackett Hogstad,

The following narrative is provided in support of the PUD application for the Empire Road Subdivision, Lot 1. Below is a list of documents and drawings in support of this application:

1. Project Cover Sheet, by DAJ Design
2. Development and Utility Sheets, by The Sanitas Group
3. Grading/Drainage and Access Plan Sheets, by The Sanitas Group
4. Landscape Plan Sheets, by Outside L.A.
5. Photometric Plan Sheets, by JCAA
6. Building Elevation Sheets, by DAJ Design
7. Civil Engineering Narrative Letter, by The Sanitas Group
8. Floor Plan Exhibits, completed by DAJ Design

The owner is Basecamp Louisville LLC dba Ironton Distillery & Crafthouse which currently operates in the River North district of Denver. Ironton recently purchased the 1303 Empire Road property in Louisville, and the intent is to entirely relocate their production facility, tasting room, and event center business to Louisville. DAJ Design is acting as architect for the project and is the applicant for this PUD and amended Plat applications.

1303 Empire is a 115,775sf property currently zoned Industrial. The project primarily follows the Industrial Development Design Standards & Guidelines for the site layout, landscape design, and building design. Due to the nature of the project's mixed-use with uses typically not found in the Industrial zoning district (restaurant and event space), the parking is calculated using:

Manufacturing	Chapter 17.20.010.G.1
Restaurant	Chapter 17.20.010.F.5
Event Space	CDDSG 2.2.1.K

The project will include a tasting room with events space in support of the manufacturing component of the project, the distillery. The event space is a commercial space that is a hybrid of a meeting place with a food service component, and seems more similar to Restaurant outlined in the CDDSG. The overall building is modulated into two distinct masses connected as one building by a covered walkway and entry canopy. The northern portion of the building houses the distillery, dry storage, "barrel room" long-term product storage, and office space. The southern portion of the building

houses a tasting room, commercial kitchen, and events space. There will be an additional special event space on the upper level of the tasting room that will open to a 'green' rooftop deck. The north side of the building's uses are labeled in our area calculations table on our Cover Sheet drawing as Manufacturing and Warehouse, and the Tasting Room and Event Space will be combined under the label Restaurant. There is common space located throughout the building and is labeled and calculated separately along with other support areas of the building. The commercial kitchen and bar areas are also called out separately on our area calculation table.

The tasting room and events spaces open onto a large, community-focused common multi-use outdoor area. This outdoor space will be used for seating, dining, games, and special events; however it is important to note that the outdoor space is to be used as additional seating and its use will be subject to the shared parking agreement with the City. The main public entrance to the facility faces south towards Empire Road and the improved trail, and includes a second entry from the parking lot that follows a path leading to an entry between the north and south sides of the building.

The building is oriented to take advantage of the immediate and distant surrounding views, and has a unique building footprint and shape with significant surface articulation to promote a high degree of architectural interest. Materials being used on the building include: exposed natural gray concrete, concrete board, vertical metal siding, exposed steel and timber, perforated metal panel, and clear glass windows and doors. The production side of the building will have a height of 32'-6" above average grade and the tasting room events roof 30'-6". This proposal is intentionally trying to maintain a scale significantly lower than the IDDSG allowance of a 40'-0" maximum height. There are a number of large wall surfaces on the building, and all have been identified as potential areas for murals to be painted on the building's siding material. Murals will be completed under a separate permitting process.

This proposed development locates the structures in roughly the middle of the property. The parking lot is designed to be located on the eastern portion of the property, and an open "green space" on the western portion of the property. It is Ironton's intent is to use the western portion of the property as garden space to grow essential ingredients for their products, as well as create outdoor space to support their event center activities (weddings, corporate functions, private parties, concerts, etc.). The green space or open area is also intended to act as a minimally developed landscape buffer between the proposed building and Hwy 42 to maintain the rural character of the area. Further, it is the intention of Ironton to landscape and maintain the City-owned parcel between 1303 Empire and Hwy 42. This will help beautify the intersection of Pine-Empire-Hwy 42, creating an improved gateway between the site and downtown along Hwy 42 onto Empire Rd. The development will improve and connect the 'trail' that parallels Empire Rd. in support of pedestrian and bicycle interaction, and that trail is intended to connect to the improved Hwy 42 corridor, once those improvements have been completed.

There are 82 on-site parking spaces being created with this project. Ironton's projections for its new facility in Louisville are as follows: 1) two staff members to be on the distillery floor during production time; and 2) 6 staff members projected to use the offices, and one of those staff members will also be on the distillery floor part time. Ironton only needs 8 total parking spaces to support their distillery production.



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM

Details of the landscaped open space are shown in the Landscape Sheets contained in this application. The proposed landscape design exceeds the IDDSG guidelines and standards, however are applying for two landscape waivers with this application, which include:

1. IDDSG 2.2.1.R, Surface Parking Lots; "Provide landscaped islands at the ends of all rows of parking." We are asking to eliminate this standard due to the site constraints to maximize on-site parking, allow for fire and rescue vehicles to access and easily maneuver on site, and to provide both box truck and semi truck delivery access to the loading dock. The irregular site shape, grading changes from the east side of the parking lot to the west side to allow for property site drainage, and no access ability from the north side of the property limits design possibilities that create limitations for the parking lot layout.
2. IDDSG 5.4.C, Building Site Landscaping; "Loading dock areas shall incorporate evergreen trees and shrubs for screening intermixed with deciduous shrubs for seasonal color." We are asking to eliminate this standard for the project due to the parking lot layout constraints mentioned above in waiver request #1.
3. IDDSG 5.4.D, Building Site Landscaping; "Provide a minimum planting width of 10-feet adjacent to a minimum of 50 percent of the building, with emphasis given to portions of the building visible to the street, or with public entries. These planting areas shall contain the following: deciduous trees at a ratio of one tree per 30 linear feet of building frontage, along with appropriate shrubs, perennial flowers, and ground cover." We are requesting to eliminate this standard for the project due to limitations imposed by the irrigation ditch to the north, parking lot layout constraints mentioned above in waiver request #1, and the programmatic use of the outdoor areas by the event space component of the business.



922A MAIN STREET
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Additionally, an opportunity to relocate a historic Louisville building, Joe's Steel Shop, to the west edge of the property is being proposed. This renovated 960 sf building would function as a special event structure and would serve as an introduction to Ironton from those traveling from the west to the site. The relocation of Joe's Steel Shop will be done through a separate process utilizing the historic preservation program through a landmark application, alteration certificate request, and a request for grant funding to restore and preserve the building.

Amended Plat

There are no boundary line changes being proposed to the current plat. The amended plat provides a 9' wide Drainage Easement that extends from the south property line north to the top of the proposed ditch bank. The drainage easement width is reduced 9' to include just the site elements (ie. ditch) that will convey storm drainage. The easement width is sufficient to provide stormwater conveyance for either an open ditch with freeboard or a future piped storm sewer main. The proposed 10' wide Trail and Utility easement that is located north of the Drainage Easement provides for an 8' trail with 1' shoulders on either side of the trail. The trail can provide maintenance access to the adjacent ditch.

Several existing mature trees are located north of the existing roadside ditch. The property owner desires to save seven (7) of these trees. The proposed trail will be routed further north around to trees to avoid adverse impacts to the trees and future trail users. An additional trail easement is

provided where the trail shifts north away from the existing trees. Please refer to the site development plan to see the existing trees that are desired to remain and the trail routing configuration.

The Existing 10' wide Exclusive Utility and Irrigation Easement will be vacated by a separate instrument. In consultation with Public Works staff, the existing easement will be replaced with a 5' wide Utility and Irrigation Easement and recorded on the amended plat.

The amended plat retains the Existing 15' Exclusive Utility and Irrigation Easement that parallels the north property line and retains the Existing Utility Easements along the east and west property lines.

The original Empire Road Subdivision established a "No Building Zone" on the western portion of the property. This no build zone roughly aligns with the western edge of the existing building currently located on the property. The "No Building Zone" was established in the mid-1980's when the property was first annexed into the City of Louisville, and the entire property was 5.63 acres, and the actual "No Building Zone" area was a significantly smaller percentage of the overall property. In 2005, the property subdivided into two separate lots, and the "No Building Zone" was not modified and remains on the western lot of the Empire Road Subdivision. Below are site plan diagrams showing the subdivision; the first one is from when it was originally platted as one property, and the second shows it subdivided into two lots. The "No Building Zone" is indicated on both diagrams.



922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM





922A MAIN STREET
LOUISVILLE, CO 80027
T (303) 527-1100
INFO@DAJDESIGN.COM
WWW.DAJDESIGN.COM



One can see from the above diagrams that the “No Building Zone” severely restricts reasonable redevelopment of Lot 1, western most lot. Due to the topography of the property sloping from west downwards to the east and the current access points to Empire Road, surface parking and stormwater management areas need to be located adjacent to the west property line which is the downslope end of the property. Once a parking lot is created with drive aisles to allow fire access and vehicular circulation little room is left between the western parking lot limits and the “No Building Zone” line for a building of any reasonable size. We are requesting a complete elimination of the “No Building Zone” without conditions.

Please contact me if you have any questions or concerns at 303-527-1100 or andy@dajdesign.com. Thank you for your consideration.

Warm regards,

Andy Johnson, AIA

EMPIRE ROAD SUBDIVISION REPLAT A
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado (“City”), and **BASECAMP LOUISVILLE LLC**, a wholly owned subsidiary of Basecamp Concept LLC, a Colorado limited liability company (“Subdivider”).

WHEREAS, Subdivider has filed with the City an application for a Final Subdivision Plat (“Plat”) for the Empire Road Subdivision Replat A (“Subdivision”), which Plat has been reviewed and approved by the Louisville City Council by Resolution XX, Series 2024 and recorded with the Boulder County Clerk and Recorder on _____, 2024 at Reception No. _____; and

WHEREAS, the Subdivider has also filed with the City an application for Planned Unit Development and Special Review Use for the Ironton Distillery (“Plan”), which Plan has been reviewed and approved by the Louisville City Council by Resolution XX, Series 2024 and recorded with the Boulder County Clerk and Recorder on _____, 2024 at Reception No. _____; and

WHEREAS, the subdivision regulations of the City require that Subdivider enter into a subdivision agreement with the City relative to improvements related to the subdivision of land;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Subdivision Obligation; Scope of Agreement. Subdivider shall be liable for performance of the covenants set forth herein.

1.2 Engineering Services. Subdivider agrees to furnish, at its expense, all necessary engineering services relating to the design and construction of the Subdivision and the Schedule of Improvements described in Exhibit A (“Subdivider Improvements”), attached hereto and incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

1.3 Construction Standards. Subdivider shall construct all Subdivider Improvements in accordance with (i) the plans and specifications approved in writing by the City for the Subdivider Improvements (“Approved Plans”), (ii) the Plat, (iii) the Plan, and (iv) the City’s construction specifications applicable at the time of construction plan approval. City approval of construction plans for the Subdivider Improvements will continue in effect for three (3) years from the date of such approval. In the event that Subdivider desires to commence or perform any construction work based on the Approved Plans after such three (3) year period, Subdivider shall resubmit the subject construction plans to the City for reexamination for compliance with standards and criteria for public improvements in effect for the City as of the date of such reexamination, and the City may require that Subdivider modify the construction plans to comply with City standards and specifications that are in effect at the time of resubmittal.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Manager, or the Manager’s designee, who shall have general responsibility for coordinating development with Subdivider.

1.5 Construction Document Submission and Approval. Subdivider shall furnish to the City complete construction drawings for the Subdivider Improvements, and obtain approval of such drawings prior to commencing any construction work thereon; provided, however, that Subdivider may apply for an early grading permit upon approval of a CDPHE Stormwater Permit

and City Stormwater Management Plan. Said approval or disapproval shall be based upon the standards and criteria for public improvements as established and approved by the City, and the City shall notify Subdivider of all deficiencies, which must be corrected prior to approval. All deficiencies shall be corrected and said drawings shall be resubmitted to and approved by the City prior to construction. City staff will review three submittals of construction drawings. Additional submission of construction drawings that involves further staff review shall be at the expense of the Subdivider.

1.6 Construction Acceptance and Warranty.

(a) No later than ten (10) days after the Subdivider Improvements are completed, Subdivider shall request inspection by the City, which request shall be in writing to the City Department of Public Works. If Subdivider does not request this inspection within ten (10) days of completion of such improvements, the City may conduct the inspection without the approval of Subdivider and provide written notice to Subdivider of reasonable repairs, replacements, construction or other work required. In addition to other information requested by the City, Subdivider shall provide “as-built” drawings, both hard copy and electronic file format acceptable to the City, and a certified statement of construction costs for such improvements no later than thirty (30) days after the Subdivider Improvements are completed. The certification shall be signed by an officer, member or agent on behalf of the Subdivider representing that amounts stated are the actual costs incurred. If Subdivider has not completed the Subdivider Improvements on or before the completion deadline set forth in Section 1.14 and Exhibit A, then (30) days after Subdivider’s receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. If the Subdivider Improvements completed by Subdivider are satisfactory, the City shall grant “Construction Acceptance”, after which the Subdivider shall provide a warranty for the Subdivider Improvements and the same shall be subject to “Final Acceptance” as set forth in Sections 1.7 and 1.8 below and other applicable provisions herein. If the Subdivider Improvements completed by Subdivider are unsatisfactory, the City shall provide written notice to Subdivider of the reasonable repairs, replacements, construction or other work required to receive Construction Acceptance. Subdivider shall complete all needed repairs, replacements,

construction or other work within thirty (30) days of said notice, weather permitting. After Subdivider completes the repairs, replacements, construction or other work required, Subdivider shall request of the City a reinspection of such work to determine if Construction Acceptance can be granted, and the City shall provide written notice to Subdivider of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Subdivider's expense. If Subdivider does not complete the repairs, replacements, construction or other work required within thirty (30) days of said notice, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City reserves the right to schedule re-inspections, depending upon scope of deficiencies. In addition to the other restrictions set forth in this Agreement, no certificates of occupancy shall be issued for the Subdivision by the Building Division prior to the City's issuance of Construction Acceptance of the Subdivider Improvements.

(b) Prior to Construction Acceptance of the Subdivider Improvements, Subdivider may request reduction in the Improvement Guarantee for any portion of the Subdivider Improvements that (i) have been completed and (ii) constitute a distinct system (e.g. water or sewer lines) or otherwise are reasonably ready to be placed into service independently (e.g. roadways in a particular area), as determined by the City. Such requests shall be made by written notice from Subdivider to the City, accompanied by a certified statement of construction costs for such Subdivider Improvements. If such Subdivider Improvements are satisfactory, as determined by the City, then the City shall reduce the Improvement Guarantee by 80% of the estimated cost of such Subdivider Improvements that are determined satisfactory, such 80% amount to be determined by the City by reference to Exhibit A. Such reductions in the Improvement Guarantee shall not constitute Construction Acceptance. Correction of any unsatisfactory conditions shall be handled as provided above.

1.7 Maintenance, Repair, and Replacement of Improvements. For a two (2) year period from the date of Construction Acceptance of the Subdivider Improvements, Subdivider shall, at its own expense, take or cause its contractor(s) to take all actions reasonable and necessary to maintain said Subdivider Improvements and make all needed repairs or replacements which, in the reasonable opinion of the City, shall become necessary to obtain Final Acceptance of such

Subdivider Improvements. If within thirty (30) days after Subdivider's receipt of written notice from the City requesting such maintenance, repairs or replacements, Subdivider has not completed such maintenance, repairs or replacements, then (30) days after Subdivider's receipt of written notice from the City, the City may exercise its rights to secure performance as provided in Section 9.1 of this Agreement. The City shall have no maintenance obligations with respect to the Subdivider Improvements prior to Final Acceptance. Notwithstanding anything to the contrary within this Agreement, maintenance after Final Acceptance shall be allocated between the Subdivider and the City in accordance with Section 4.2 and the license and maintenance agreement executed pursuant to Section 4.2(d).

1.8 Final Acceptance. At least sixty (60) days before two (2) years have elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Subdivider shall request by written notice to the City a Final Acceptance inspection. The City shall inspect the Subdivider Improvements and shall notify Subdivider in writing of all deficiencies and necessary repairs. After Subdivider has corrected all deficiencies and made all reasonably necessary repairs identified in said written notice, the City shall issue to Subdivider a letter of Final Acceptance. If Subdivider does not correct all deficiencies and make repairs identified in said inspection to the City's satisfaction within thirty (30) days after receipt of said notice, weather permitting, then (30) days after Subdivider's receipt of written notice from the City, City may exercise its rights to secure performance as is provided in Section 9.1 of this Agreement. If any mechanic's liens have been filed with respect to the Subdivider Improvements, the City may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Subdivider fails to have Subdivider Improvements finally accepted within two (2) years of the date of the issuance of Construction Acceptance, or if the Subdivider Improvements are found not to conform to this Agreement, then Subdivider shall be in default of this Agreement and the City may exercise its rights under Section 9.1 of this Agreement within (30) days after Subdivider's receipt of written notice from the City.

1.9 Reimbursement to City. The City may complete construction, repairs, replacements, or other work associated with Subdivider Improvements for Subdivider pursuant to Sections 1.6, 1.7, 1.8, or 9.1 of this Agreement after Subdivider's receipt of written notice from the City as

required herein. Subdivider shall reimburse the City within thirty (30) days after receipt of written demand and supporting documentation from the City for any funds so utilized by the City in connection with the Subdivider Improvements. If Subdivider fails to so reimburse the City, then (30) days after Subdivider's receipt of written notice from the City, Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement.

1.10 Testing and Inspection.

(a) Subdivider shall employ, at its own expense, a licensed and registered testing company, previously approved by the City in writing, to perform all testing of materials or construction that may be reasonably required by the City, including but not limited to compaction testing for embankment fills, structural backfills, pipe bedding, trench backfills, subgrades, road base course and asphalt, and concrete strength testing, and shall furnish copies of test results, together with maps clearly indicating the horizontal and vertical test locations, to the City on a timely basis for City review and approval fifteen (15) days prior to commencement or continuation, as applicable, of that particular phase of construction. All utility trench compaction test, concrete compressive strength test and subgrade density test results along with mapping indicating the approximate location of all tests shall be submitted to and approved by the Public Works Department prior to street paving. In addition, at all times during said construction the City shall have access to inspect the materials and workmanship of said construction, determine the progress of the work, and determine compliance of the work with the Approved Plans and City's construction regulations, and all materials and work not conforming to the Approved Plans and specifications shall be repaired or removed and replaced at Subdivider's expense so as to conform to the approved plans and specifications. A representative of the Public Works Department, Engineering Division shall be present to inspect any pressure leakage testing of potable water lines conducted by Subdivider, and Subdivider shall employ at Subdivider's expense and the City's request, a testing laboratory acceptable to the City to conduct bacteriological tests of the potable water lines after Subdivider has disinfected said lines according to the City's construction regulations. The Subdivider shall be responsible for, and shall promptly pay upon receipt of invoice therefor, all actual costs incurred by the City for

necessary independent contractor inspection services for acceptance and warranty inspections, beyond the customary construction inspections, which are undertaken to resolve disputes regarding completeness or acceptability of public facilities, including streets, sidewalks, storm water infrastructure, water/sewer facilities, irrigation and landscaping improvements constructed within the Subdivision. Such obligation shall be limited to inspections conducted prior to Final Acceptance.

(b) All work shown on the approved public improvement plans requires inspection by the Public Works Department, Engineering Division. Inspectors shall not direct changes to the approved public improvements plans in the field; rather, any changes to the approved public improvement plans shall require written approval by the City Engineer and Subdivider. In the event of any dispute as to whether a change in approved public improvement plans is necessary, construction respecting such work at issue shall not proceed until such dispute is resolved by written approval of the City Engineer and Subdivider. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m., November 1 through March 31, and from 7:00 a.m. to 5:00 p.m., April 1 through October 31. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above, shall be submitted a minimum of 48 hours in advance to the Director of Public Works for approval. All requests for after hours inspection services shall be made on a form provided by the Engineering Division. If the request is approved, Subdivider shall reimburse the City for all direct costs of the after hour's inspection services performed by the Engineering Division (which shall be in addition to any costs required to be paid under 1.10(a), above). If the request is denied, the work shall not proceed after the hours listed above.

1.11 Improvement Guarantees.

(a) Except as may otherwise be expressly provided in this Agreement, Subdivider shall install and pay for all Subdivider Improvements described in Exhibit A or otherwise required by the Subdivision as shown on the approved Plat, Plan, utility plans, and other approved documents on file with the City.

(b) At or prior to recording the Plat, Subdivider shall submit to the City an Improvement Guarantee for all Subdivider Improvements, as set forth in Exhibit A. Said guarantee may be in cash or a letter of credit in form and substance as shown on Exhibit B attached hereto and incorporated herein by reference. Said Improvement Guarantee, if a letter of credit, shall not expire during the winter season (November 1 - March 1). Said Improvement Guarantee for public improvements shall include, but not by way of limitation, street construction, landscaping and seeding, fencing, street lights, street signs, pavement markings, water, sewer, storm sewer, and irrigation and drainage improvements. The total amount of the Improvement Guarantee for the Subdivision shall be calculated as one hundred and fifteen percent (115%) of the total estimated cost including labor and materials of all Subdivider Improvements to be constructed in the Subdivision as described on Exhibit A.

(c) The estimated cost of the Public Improvements, for which an Improvement Guarantee is required by this Agreement, is \$336,109.

(d) The Plat shall not be recorded and construction of Subdivider Improvements shall not be commenced until the City has approved and accepted the Improvement Guarantee. The Improvement Guarantee shall not be released until Construction Acceptance of the Public Improvements granted by the City, except that the City shall retain fifteen percent (15%) of the total amount of the Improvement Guarantee until Final Acceptance of the Public Improvements is granted, at which time the remaining Improvement Guarantee shall be released.

(e) In addition to any other remedies it may have, the City may, at any time prior to Final Acceptance and upon five (5) days prior written notice to Subdivider (pursuant to Section 9.1), draw on any Improvement Guarantee issued pursuant to this Agreement if Subdivider fails to extend or replace any such Improvement Guarantee at least forty-five (45) days prior to expiration of such Improvement Guarantee. Except to the extent the City draws on the Improvement Guarantee to correct deficiencies and complete Subdivider Improvements as provided herein, any portion of said Guarantee not utilized in correcting the deficiencies and/or

completing the Subdivider Improvements shall be released or returned to Subdivider within thirty (30) days after said Final Acceptance. In the event that the Improvement Guarantee expires or the entity issuing the Improvement Guarantee becomes nonqualifying, or the cost of Subdivider Improvements and construction thereof is reasonably determined by the City to be substantially greater than the amount of the Improvement Guarantee provided, then the City shall furnish written notice to Subdivider of the condition, and within thirty (30) days of receipt of such notice Subdivider shall provide the City with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance with the requirements of this Section 1.11. If such an Improvement Guarantee is not submitted or maintained for the Subdivision as required herein, then Subdivider is in default of this Agreement and is subject to the provisions of Section 9.1 of this Agreement, which may include the suspension of development activities by the City for the Subdivision, including, but not limited to, the issuance of building permits and certificates of occupancy for structures within the Subdivision.

1.12 Indemnification and Release of Liability. Subdivider agrees to indemnify and hold harmless the City, its officers, employees, agents, or servants, and to pay any and all judgments rendered against the City, its officers, employees, agents or servants on account of any suit, action, or claim caused by, arising from, or on account of acts or omissions by Subdivider, its officers, employees, agents, consultants, contractors, and subcontractors, and to pay to the City, its officers, employees, agents and servants their reasonable expenses, including, but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that Subdivider's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City or conformance with requirements imposed by the City. Said obligation of Subdivider, with respect to the construction of public improvements shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the Subdivider Improvements . Subdivider acknowledges that the City's review and approval of plans for development of the property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, Subdivider or third parties is assumed by such review approval.

1.13 Insurance; OSHA. Subdivider shall, through contract requirements and other normal means, guarantee and furnish to the City proof thereof that all employees and contractors engaged in the construction of improvements under this Agreement are covered by adequate Workers Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

1.14. Phasing; Construction Deadline. Subdivider shall complete all Subdivider Improvements required hereunder in one phase. Subdivider shall complete all Subdivider Improvements and request Construction Acceptance thereof on or before the date that is 24 months after the date of recording of the Subdivision Agreement.

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-way, Easements and Permits. Before the City may approve construction plans for any public improvements required by this Agreement (other than the early grading permit for the Subdivision stormwater facilities as provided in Section 1.5 above), Subdivider shall acquire at its own expense and convey or dedicate to the City, as the City shall determine, all land, rights-of-way and easements necessary for connection of utilities serving the Subdivision and permits and other approvals for the construction of Subdivider Improvements as shown on the Plat, Plan, and Approved Plans. The City shall further have the right to require any such interests before the City may grant Construction Acceptance. The Subdivider shall be responsible at its expenses for obtaining any other easements or permissions as part of the Subdivision development. All such conveyances shall be free and clear of liens, taxes and encumbrances except those acceptable to the City, and shall be by Special Warranty Deed or other instrument of conveyance or dedication in form and substance acceptable to the City Manager or the Manager's designee. All title documents shall be recorded at Subdivider's expense. Subdivider shall also furnish, at its own expense, an ALTA title insurance policy insuring good and marketable title to all real property interest(s) so conveyed, in a form reasonably acceptable to the City Manager or the Manager's designee.

2.2 Construction. The City hereby grants to Subdivider a revocable temporary construction license for the construction and installation by Subdivider of the Subdivider Improvements required hereunder within the publicly dedicated rights-of-way and/or other City-owned land upon which any Subdivider Improvements are to be located. Subdivider shall furnish and install the Subdivider Improvements in conformance with this Agreement, the Plat, Plan, and the Approved Plans. If Subdivider does not meet the above obligations, then Subdivider shall be in default of the Agreement and the City may exercise its rights under Section 9.1 of this Agreement. Subdivider shall provide the Public Works Department, Engineering Division with certified Record Plan Transparencies on Black Image Diazo Reverse Mylars upon completion of the Subdivider Improvements, electronic files of such plans, and other documents as required by the City. These documents shall show “as-built” locations of Subdivider Improvements. Such documents shall be provided to the City prior to the granting of Construction Acceptance.

2.3 Utility Coordination and Installation. In addition to the improvements described on Exhibit A, Subdivider shall also be responsible for coordination of and payment for installation of onsite and offsite electric, street lights, natural gas, telephone, cable and other utilities for the Subdivision. All utilities shall be placed underground to the extent required by City Code. All utility plans shall be approved by the City prior to construction of such utilities, excluding construction specific to or associated with the early grading permit.

2.4 Surveying Monumentation. Property corners of all dedicated and licensed parcels, and of all private property, shall be monumented to Colorado professional land survey standards.

3.0 STREET AND PUBLIC TRAIL IMPROVEMENTS

3.1 Definitions. For the purposes of this Agreement, “street improvements” shall be defined to include, where applicable, but not limited to, all improvements within the right-of-

way such as sub-base preparation, road base, asphalt, concrete, seal coat, curb and gutter, medians, entryways, underground utilities, sidewalks, street shoulders, bicycle paths, traffic signs, street lighting, street name signs, landscaping and drainage improvements. “Trail improvements” shall be defined to include, where applicable, but not limited to, all improvements within public rights-of-way, public lands, or public trail easements as specified in the Plat, Plan and Approved Plans.

3.2 Street Improvements. All street improvements shall be constructed and installed by Subdivider pursuant to the Plan, Approved Plans, City-approved specifications, and the Schedule of Improvements attached as Exhibit A. All street improvements shall be completed and receive Construction Acceptance by the deadline set forth in Section 1.14. Street improvements other than curbs, gutters, walks and signs, shall not be installed until all utility lines to be placed within the right-of-way have been completely installed, including individual lot service lines leading in from the main to the property line. Subdivider shall coordinate asphalt paving activities to occur when temperatures are acceptable to the City. The final (top) layer of asphalt paving shall be installed between May 1 and September 1. The lower layers of asphalt paving shall be installed between March 1 and October 31 and when ambient temperatures meet City Design and Construction Standard requirements.

3.3 Public Trail Installation. Subdivider shall install, at its expense, trail improvements consistent with the Plan and Approved Plans. The trail improvements shall be completed and receive Construction Acceptance by the deadline set forth in Section 1.14 and shall be maintained by Subdivider as provided in Section 4.2.

3.4 Street Signs, Traffic Signs and Striping. City will install, at Subdivider’s expense, street name signs on local, collector and arterial streets, and stop signs, speed limit and other signs on local streets. Subdivider shall install, at its expense, signs and striping on collector and arterial streets in a manner reasonably approved by the City and in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

4.0 LANDSCAPING

4.1 Landscape Improvements. For public lands and rights-of-way, Subdivider shall furnish to the City complete final landscape and irrigation plans and obtain approval by the City Manager or the Manager's designee prior to commencement of construction of any public improvements. Subdivider shall construct landscape and irrigation improvements as required in the City approved landscape and irrigation plans. For private landscape improvements, Subdivider shall furnish a final landscape plan to the City Manager or Manager's designee in accordance with the Plan and obtain approval of such plan prior to installation of landscape and hardscape improvements. The City shall issue its written approval or disapproval of any proposed modification as expeditiously as reasonably possible. All landscape plans shall include construction plan details for irrigation system improvements. Subdivider shall obtain and pay all tap fees and other fees for any irrigation taps required for the development of the Subdivision.

4.2 Maintenance Obligations for Landscape and Trail Improvements.

(a) Subdivider shall be responsible at its expense for all maintenance and upkeep of all landscape improvements installed for the Subdivision, including without limitation maintenance, repairs and replacements per Section 1.7 of this Agreement, and maintenance, repairs and replacement of all landscape improvements within public or private property, including on the City-owned parcel identified as Parcel II in the deed recorded with the Boulder County Clerk and Recorder on July 1, 1988 at Reception No. 927761 ("Parcel II"). The City shall have no maintenance obligations at any time for any of the landscape improvements for the Subdivision.

(b) Subdivider shall be responsible at its expense for all maintenance and upkeep of all trail improvements installed for the Subdivision, including without limitation maintenance, repairs and replacements per Section 1.7 of this Agreement, and maintenance,

repairs and replacement of all trail improvements within public or private property, including on Lot 1, Empire Road Subdivision, as identified on the plat recorded with the Boulder County Clerk and Recorder on September 6, 2005 at Reception No. 2719793. The City shall have no maintenance obligations at any time for any of the trail improvements for the Subdivision. Snow removal from trails shall be provided by the Subdivider.

(c) Prior to the issuance of Construction Acceptance, the City and Subdivider shall enter into a maintenance and license agreement further detailing Subdivider's maintenance responsibilities for the landscape and trail improvements. The maintenance and license agreement shall also require a financial guarantee to secure Subdivider's maintenance responsibilities.

(d) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Subdivider pursuant to subsections (a-b), above. If Subdivider fails to adequately maintain the improvements or facilities and, within fourteen (14) days after the date of written notice from City, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then City may do so at Subdivider's expense, and the City, its employees, agents and contactors shall have the right to enter, over, through and across the properties upon which such facilities are located for purposes of exercising the City's rights hereunder. Notwithstanding the foregoing, the City may, in the event of an emergency, as determined by the City in its sole discretion, clean, cure or correct any damage or condition caused by Subdivider's failure to adequately maintain the improvements or facilities, as necessary to alleviate the condition(s) giving rise to the emergency. Subdivider shall reimburse the City for the cost of such maintenance. If Subdivider fails to reimburse the City for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the City describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien upon the property where the work occurred until paid in full, with priority

over all other liens, except general tax liens, and which lien shall be certified to the County treasurer and collected in the same manner as other taxes are collected. Subdivider further agrees that the City may also pursue any and all other remedies available at law or in equity.

(e) Subdivider may assign its ownership, operation and maintenance obligations under this Section 4.2 (including those after Construction Acceptance) to an association of property owners duly formed in accordance with the Colorado Common Interest Ownership Act (the “Owners’ Association”), provided City is given prior written notice of such assignment, which notice shall include a written assumption of such obligations executed by the Owners’ Association, and such successor Owners’ Association shall be bound by all applicable terms and conditions of this Agreement (specifically including but not limited to the provisions of this Section 4.2), the Plat, the Plan, Approved Plans and other applicable documents regarding maintenance of improvements. Upon such assignment, notice and assumption, the Owner’s Association shall have primary responsibility for the maintenance responsibilities of this Section 4.2.

4.3 Surface Repairs within City of Louisville Easements. The City shall have no obligation to repair or replace landscaping, irrigation, pavement, sidewalk, curb/gutter, trail improvements and private subdivision improvements within the City’s easements that are damaged by the City in connection with its operation or maintenance of the water main, sewer main or City-owned portion of water service, excepting only damages resulting from the gross negligence or willful and wanton act or omission of the City, and in such case liability therefor shall be determined in the manner, and subject to all provisions, limits, immunities and other protections of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 *et seq.* Except for damages arising from the gross negligence or willful and wanton act or omission of the City, any damaged improvements in the utility easements shall be repaired by the Subdivider at its expense.

5.0 WATER MAINS

5.1 Specifications. All water mains, lines, facilities and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit A, including both onsite and offsite improvements.

6.0 SEWER LINES; DRAINAGE IMPROVEMENTS

6.1 Sewer Specifications. All sanitary and storm sewer mains, lines, and appurtenances thereto shall be constructed and installed by Subdivider pursuant to City approved plans, specifications, and the Schedule of Improvements attached as Exhibit A, including both onsite and offsite improvements.

6.2 Drainage Improvements.

(a) Drainage improvements for the Subdivision shall be constructed by Subdivider in accordance with plans and specifications approved by the City. No building permits shall be issued until the City approves drainage improvement plans in writing. The City shall issue its written approval or disapproval of such plans as expeditiously as reasonably possible. Subdivider shall provide temporary erosion control during overlot grading until drainage improvements are installed.

(b) Any changes from the approved drainage plans with respect to grade elevation or storm drainage facility configuration that occur as a result of construction of buildings and/or other development of lots, whether by Subdivider or other parties, shall require the approval of the City. The City may withhold the issuance of building permits and certificates of occupancy until the City has approved such changes as being accepted for the safe and efficient delivery of storm drainage water.

6.2 Maintenance Obligations for Drainage Improvements.

(a) All on-site and off-site stormwater facilities and off-site connections to public storm facilities serving the Subdivision shall be owned, operated and maintained by the Subdivider. Such maintenance shall include but not be limited to, repair and replacement of detention pond structures, mowing, control of weeds, removal of trash and debris, and other activities necessary to keep the stormwater facilities in proper working order. The Subdivider shall execute a Stormwater Best Management Practices (BMP) agreement for such facilities consistent with the requirements of the Louisville Municipal Code (Section 13.36.160) prior to Construction Acceptance.

(b) The City shall have the right but not the obligation, in its sole discretion, to maintain the improvements and facilities required to be maintained by Subdivider pursuant to subsection (a), above, in accordance with the provisions of Section 4.2(d).

(c) Subdivider may assign its ownership, operation and maintenance obligations under this Section 6.2 (including those after Construction Acceptance) to an Owners' Association, in accordance with the provisions of Section 4.2(e).

7.0 OTHER IMPROVEMENTS

7.1 Street Lights. The total cost of street light installation shall be Subdivider's obligation. Subdivider shall cause, at its own expense, Public Service Company of Colorado to install all required street lighting pursuant to City plans and specifications, including on adjacent streets. Said street lights shall be LED lights, and shall be installed concurrently with the streets on which they are located.

7.2 Trash, Debris, Mud; Security. Subdivider agrees that during construction of the Subdivision and improvements described herein, Subdivider shall take any and all steps necessary to control trash, debris and wind or water erosion in the Subdivision in compliance with all applicable laws, regulations and codes for the Subdivision. If the City determines that said trash, debris or wind or water erosion causes damage or injury or creates a nuisance, Subdivider agrees to abate said nuisance and/or to correct any damage or injury within five (5) working days after notification by City. If Subdivider does not abate said nuisance or if an emergency situation exists, to be determined by the City in its sole discretion, the City may abate the nuisance and/or correct any damage or injury without notice to Subdivider at Subdivider's expense. Subdivider also agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site onto public rights of way and to immediately remove such mud and debris from public rights of way after notification by the City. If Subdivider does not abate, or if an emergency exists, City may abate at Subdivider's expense. Subdivider at its expense and as directed by the City shall take appropriate measures to secure public-dedicated areas against public entry until such time as the City determines such areas are to be opened to public use.

7.3 Operation of Construction Equipment.

(a) Pursuant to Section 9.34.040 of the Louisville Municipal Code the operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on legal holidays and weekends, the hour of 8:00 a.m. The Planning Director may, upon written application from Subdivider, alter the hours of operation for good cause.

(b) The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m.

and 8:00 a.m. on legal holidays and weekends. Upon written request from Subdivider, the hours of operations may be altered by the Director of Public Works.

8.0 SPECIAL PROVISIONS

[intentionally omitted]

9.0 MISCELLANEOUS TERMS

9.1 Breach of Agreement. In the event that Subdivider should fail to timely comply with any of the terms, conditions, covenants and undertakings of the Agreement, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach of Subdivider by the City, unless the City in writing and in its sole discretion designates a longer cure period, then the City may draw upon the Improvement Guarantee and complete the necessary improvements at Subdivider's expense. Subdivider's expense shall be limited to the costs incurred by the City, as defined herein. Notice by the City to Subdivider will specify the conditions of default. In the event that no Improvement Guarantee has been posted or the Improvement Guarantee has been exhausted or is insufficient for which the default has occurred, then the City has the right to begin work on the improvements at the expense of Subdivider. If the City determines in its sole discretion that an emergency exists, such that the improvements must be completed in less than seven (7) days, the City may immediately draw upon the Improvement Guarantee, if available, and may complete the improvements at Subdivider's expense even if the Improvement Guarantee is not available; in such event, the City shall use its best efforts to notify Subdivider at the earliest practical date and time. The City may also, during any notice and/or cure period and until completion of the improvements or other performance required under this Agreement and stated in the default notice, withhold, any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services. Nothing herein shall be construed to limit the City from pursuing any other remedy at law or in equity which may be

appropriate under City, state or federal law. Failure to timely complete construction of improvements for which is solely due to inclement weather shall not be considered a breach of the Agreement. Any costs incurred by the City, including, but not limited to, administrative costs and reasonable attorney's fees, in pursuit of any remedies due to the breach by Subdivider shall be the responsibility of Subdivider. The City may deduct these costs from the Improvement Guarantee.

9.2 Recording of Agreement. The City shall record this Agreement at Subdivider's expense immediately upon execution hereof in the office of the Clerk and Recorder, County of Boulder, State of Colorado, and the City shall retain the recorded Agreement.

9.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Subdivision and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9.4 Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by the Subdivider to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Maintenance obligations may be assigned to the Owner's Association as provided in this Agreement, and consent with respect to any such proposed assignment of maintenance obligations, if any, after Final Acceptance shall not be unreasonably withheld, conditioned or delayed. Subdivider shall provide to the City for approval written notice of any proposed assignment of any obligations under this Agreement to any successor, as well as arrangements, if any, for delegation of the improvement obligations hereunder. Subdivider and any successor shall, until written City approval of the proposed assignment and delegation of obligations, be jointly and severally liable for the obligations of Subdivider under this Agreement, but upon such City written approval, Subdivider shall be released from the obligations governed by such written approval. The City may require as part of any such approval that the successor execute its consent to such assignment to be bound by

specified terms and conditions hereof and/or of applicable provisions of the Plat, the Plan and other applicable documents.

9.5 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

9.6 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

with a copy to:

Kelly PC
City Attorney
749 Main Street
Louisville, CO 80027

SUBDIVIDER:

Basecamp Louisville, LLC
Attn: Lance Patterson
3636 Chestnut Place
Denver, CO 80216

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

9.7 Force Majeure. Whenever Subdivider is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, the City

may, in its sole discretion, grant a reasonable extension of time if the performance cannot as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Subdivider.

9.8 Approvals. Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and approvals shall not be unreasonably withheld, conditioned or delayed.

9.9. Previous Agreements. All previous written and recorded agreements between the parties, their successors, and assigns, shall remain in full force and effect; provided, however, this Agreement shall control in the event of any direct conflict with the provisions of such prior agreements.

9.10 Title and Authority. Subdivider warrants to the City that it is the record owner for the property within the Subdivision or is acting in accordance with the currently valid and unrevoked power of attorney of the record owner hereto attached. The undersigned further warrant to have full power and authority to enter into this Agreement.

9.11 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that upon request of Subdivider or any agent thereof, any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

9.12 Agreement Status after Final Acceptance. Upon Final Acceptance by City of all improvements and compliance by Subdivider with all terms and conditions of this Agreement, and upon the City's fulfillment of all its obligations in this Agreement, and provided that no litigation or claim is pending relating to this Agreement, then the provisions

of this Agreement concerning the initial construction of public improvements shall no longer be in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

By: _____
Meredyth Muth, City Clerk

SUBDIVIDER:

Basecamp Louisville, LLC
a Colorado limited liability company

By: _____
Title: _____
Printed Name: _____

ACKNOWLEDGMENT (Basecamp Louisville, LLC)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The above and foregoing signature of _____, as _____ of Basecamp Louisville, LLC, was subscribed and sworn to before me this _____ day of _____, 2024.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A

SCHEDULE OF IMPROVEMENTS

1303 Empire PUD Public Improvements Engineer's Opinion of Probable Cost



Project: 1303 Empire (Ironton)
TSG Project No.: B1428
Drawing Reference: "Civil Engineering Documents - Ironton Distillery PUD"
12/5/2023

Prepared By: TSG
Reviewed By: CCS
Date: 12/05/23
Revised 2/6/24

PUBLIC IMPROVEMENTS					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Item Cost
	EMPIRE ROAD RIGHT OF WAY				
1	SAWCUT EXISTING ASPHALT	770	LF	\$ 2.50	\$ 1,925
2	REMOVE EXISTING ASPHALT	275	SY	\$ 8.00	\$ 2,200
3	FINE GRADING	300	SY	\$ 2.50	\$ 750
4	SUBGRADE PREPARATION	300	SY	\$ 5.00	\$ 1,500
5	AGGREGATE BASE COURSE (CLASS 6) (Depth=12")	500	CY	\$ 62.00	\$ 31,000
6	HOT BITUMINOUS ASPHALT (Depth=6")	102	TON	\$ 125.00	\$ 12,750
7	STD CONCRETE PAVEMENT (DRIVE PAN) (CDOT Class P)(Depth=8")	32	SY	\$ 110.00	\$ 3,520
8	STD CONCRETE PAVEMENT (CONCRETE WALK) (CDOT Class B)(Depth=6")	22	SY	\$ 80.00	\$ 1,760
9	ADA CONCRETE CURB RAMPS (CONCRETE DRIVE) (CDOT Class B)(Depth=8")	2	EA	\$ 1,500.00	\$ 3,000
10	CROSS WALK STRIPING	1	LS	\$ 1,000.00	\$ 1,000
11	PEDESTRIAN SIGNAL POLES (@ CROSSWALK)	2	EA	\$ 5,000.00	\$ 10,000
12	SOFT SURFACE TRAIL (LOT 1)	512	SY	\$ 45.00	\$ 23,040
13	SOFT SURFACE TRAIL (LOT 2)	258	SY	\$ 45.00	\$ 11,610
14	SOFT SURFACE TRAIL (PARCEL II)	98	SY	\$ 45.00	\$ 4,410
15	RELOCATE EXISTING SIGNS	1	EA	\$ 750.00	\$ 750
16	CONCRETE CULVERT HEADWALL	2	EA	\$ 2,500.00	\$ 5,000
17	29"x45" HERCP CULVERT	122	LF	\$ 200.00	\$ 24,400
18	FLARED END SECTION	1	EA	\$ 1,500.00	\$ 1,500
19	36" RCP CULVERT	45	LF	\$ 150.00	\$ 6,750
20	6' STORM FLATTOP MANHOLE	1	EA	\$ 10,000.00	\$ 10,000
21	STD. 6" CURB & GUTTER	16	LF	\$ 50.00	\$ 800
22	FIRE HYDRANT SETTING	2	EA	\$ 3,500.00	\$ 7,000
23	8"x6" SWIVEL TEE	3	EA	\$ 1,500.00	\$ 4,500
24	6" GATE VALVE	3	EA	\$ 800.00	\$ 2,400
25	6" DIP FIRE LINE TO HYDRANT	145	LF	\$ 95.00	\$ 13,775
26	6" DIP FIRE LINE FOR BUILDING (STUB INTO LOT)	50	LF	\$ 95.00	\$ 4,750
27	WATER SERVICE TAP	3	EA	\$ 1,500.00	\$ 4,500
28	WATER SERVICE (TYPE K COPPER) (STUB INTO LOT)	150	LF	\$ 130.00	\$ 19,500
29	WATER METER SETTING	3	EA	\$ 2,500.00	\$ 7,500
30	4' SANITARY MANHOLE CONNECTION TO EXISTING	1	EA	\$ 7,500.00	\$ 7,500
31	6" SANITARY SEWER SERVICE (STUB INTO LOT)	20	LF	\$ 150.00	\$ 3,000
32	PARCEL II (CITY) ORNAMENTAL TREES	16	EA	\$ 650.00	\$ 10,400
33	PARCEL II (CITY) IRRIGATION	6,000	SF	\$ 1.50	\$ 9,000
34	GENERAL EARTHWORK (CUT OT FILL)	200	CY	\$ 25.00	\$ 5,000
Subtotal Public Improvements =					\$ 256,490
CONSTRUCTION GENERAL CONDITIONS					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Item Cost
1	CONSTRUCTION SURVEYING	1	LS	\$ 5,000.00	\$ 5,000
2	MOBILIZATION (5%)	1	LS	5%	\$ 12,825
3	MATERIALS TESTING (1%)	1	LS	1%	\$ 2,565
4	CONSTRUCTION MANAGEMENT & OVERHEAD (8%)	1	LS	6%	\$ 15,389
Subtotal Construction General Conditions =					\$ 35,779

SUBTOTAL: PROBABLE CONSTRUCTION COST	\$ 292,269
15% CONTINGENCY	\$ 43,840
ESTIMATE OF PROBABLE CONSTRUCTION COST	\$ 336,109

Notes:

¹ This Opinion of Probable Construction Cost (Level 1) is based on PUD entitlement level documents. Construction level plan documents are not developed at this time. This Opinion of Probable Cost is not a formal construction cost estimate.

EXHIBIT B
IRREVOCABLE LETTER OF CREDIT
STANDARD FORM

[date of Letter of Credit - the date the credit is opened]

City of Louisville
749 Main Street
Louisville, CO 80027

Attn: Director of Planning:

We hereby issue our Irrevocable Letter of Credit Number in your favor for the account of _____, in an amount not to exceed _____ effective immediately and expiring at our counters on (except November-February) or any extended expiration date as indicated below.

Funds under this Letter of Credit are available for payment by sight, by presentation of your sight draft(s) substantially in the form of Exhibit "A" accompanied by your written certificate substantially in the form of Exhibit "B".

Partial and multiple drawings are permitted.

This Letter of Credit will automatically be extended for a period of sixty (60) days from the present or any future expiration date unless we notify you in writing by certified mail thirty (30) days prior to any expiration date that we elect not to renew this Letter of Credit for any additional period.

We hereby engage with you that all drawings in conformity with terms and conditions of the Letter of Credit will be duly honored upon presentation to our counters on or before any expiration date as indicated above.

All bank charges, including any advising bank charges, are to be charged to (account party's name).

If a demand for payment by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, the bank shall give the City written notice, and send copy of this notice by FAX to the City of Louisville (Attn: City Manager), within three business days of presentment of any nonconforming draft that the purported negotiation was not effective in accordance with the terms and conditions of the Letter of Credit, stating with particularity the reasons therefore. The bank will hold all documents at the bank for the City, or send them to the City, at the City's option. Any such nonconforming demand may be

corrected and resubmitted within three (3) business days of receipt of the bank's mailed notice of nonconformity. A resubmittal will be deemed to have been presented to the bank on the date of the original demand for payment.

We are a current member of (FDIC) (FSLIC).

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 revision, ICC publication number 500.

This Irrevocable Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which the Irrevocable Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Sincerely,

(Bank)

EXHIBIT A TO LETTER OF CREDIT
DRAFT FOR PAYMENT DRAWN UNDER

IRREVOCABLE LETTER OF CREDIT NO. _____

DATE: _____, 20__.

PAY TO: the account of the City of Louisville, Colorado, Account

No. _____, at _____,

Colorado, THE SUM OF _____ DOLLARS

(\$_____._____).

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

EXHIBIT B TO LETTER OF CREDIT

To: _____

CERTIFICATE FOR PAYMENT

The undersigned, a duly appointed officer of the City of Louisville, Colorado (the “City”), hereby certifies to _____ (the “Bank”), with reference to the Bank’s Irrevocable Letter of Credit No. _____ (the “Letter of Credit”), issued by the Bank in favor of the City, that:

- (1) The undersigned is the City Manager for the City.
- (2) The City is authorized to make a drawing under the Letter of Credit.
- (3) The amount which is due and payable from the Letter of Credit is \$_____, and the amount of the sight draft accompanying this certificate does not exceed such amount.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate as of the _____ day of _____, 20__.

CITY OF LOUISVILLE, COLORADO

By: _____
City Manager

LICENSE AND MAINTENANCE AGREEMENT

(Use of a City Parcel at 1303 Empire Road for Landscape, Trail and Utilities)

THIS LICENSE AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, in the County of Boulder, State of Colorado (“City”), and **BASECAMP LOUISVILLE LLC**, a Colorado limited liability company doing business as Ironton Distillery, and its successors and assigns (“Developer”). The City and Developer are collectively referred to as “the Parties,” and Developer is sometimes collectively referred to as “Licensee.”

WHEREAS, Developer is the owner of that certain real property described as 1303 Empire Road, the Plat of which is recorded at Reception No. _____ in the Office of the Boulder County Clerk and Recorder; and

WHEREAS, pursuant to the Planned Unit Development Agreement (“PUD Agreement”), Developer is permitted to construct, install, operate, repair, replace and maintain landscaping, tree plantings, irrigation, sidewalk/trail, and associated improvements on the City-owned real property and the trail easement parcel described on Exhibit A, attached hereto and incorporated by reference (the “Premises”); and

WHEREAS, pursuant to PUD Agreement, Developer and its successors and assigns are responsible for perpetual maintenance of improvements installed on the Premises at their sole expense; and

WHEREAS, the PUD Agreement requires that the Developer and the City enter into a license and maintenance agreement governing the construction, installation, operation, maintenance, repair and replacement of the improvements to be installed on the Premises; and

WHEREAS, the City is willing to grant such a license as provided herein, upon the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant and agree as follows:

1. Term. This Agreement shall be effective _____, 20____ and shall remain in effect until terminated in writing by resolution of the City Council of the City (the “Maintenance Term”).

2. License. The City hereby grants to the Licensee, their agents, employees and contractors a non-exclusive, revocable license to enter into, over, across, under and upon the Premises during the Maintenance Term for the purpose of access, ingress, egress and all activities related to the construction, installation, operation, maintenance, repair and replacement of landscaping, tree plantings, sidewalk/trail, storm drainage and irrigation piping and appurtenances and associated improvements, as set forth on and required by the City-approved PUD Agreement for 1303 Empire Road, which PUD Agreement is recorded at Reception No. _____ in the Office of the

Boulder County Clerk and Recorder (the “Permitted Improvements”). Except as specifically allowed by the PUD Agreement or other written approval of the City, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

3. Maintenance Obligations. Developer and its successors and assigns shall be responsible at their sole cost and expense for the following obligations with respect to the Premises and Permitted Improvements:

A. Developer shall at its expense construct all Permitted Improvements in accordance with the PUD and City-approved constructions plans.

B. Developer and its successors and assigns shall provide all labor, tools, supervision, supplies, materials, equipment and any and all other items necessary to maintain the Premises and Permitted Improvements in accordance with the maintenance table set forth at Exhibit B, attached hereto and incorporated herein by reference, and the maintenance service standards set forth in Exhibit C, attached hereto and incorporated herein by reference, including performance of the specific maintenance tasks and obligations as noted on said Exhibits B and C, in order to maintain the life of all of the Permitted Improvements.

C. Developer and its successors and assigns shall set up water service accounts and timely pay all charges for water used in connection with the construction, installation, operation, maintenance, repair and replacement of the Permitted Improvements. Water service accounts shall be established at the time required by the City’s utility ordinances, rules, regulations and policies, and accounts for water service for the perpetual irrigation of Permitted Improvements shall be set up in the name of the Association no later than the date of Construction Acceptance.

D. Developer and its successors and assigns shall take such actions as necessary to maintain the Permitted Improvements in a good, safe and usable condition at all times. Developer, successor occupants and their agents, employees and contractors shall comply at all times with the ordinances, resolutions, rules, and regulations of the City; with the terms, conditions and requirements of the approved PUD, and with the terms and conditions of this Agreement.

E. If requested by the City, after Construction Acceptance as set forth in the Subdivision Agreement, maintenance contractors or managers from the Developer and its successors shall meet at least twice each year with the City at the Premises to inspect the Premises and review Licensee’s compliance with its maintenance obligations.

4. Damage and Non-Interference.

A. In the exercise of rights and obligations pursuant to this Agreement, Licensee shall use commercially reasonable efforts to avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises

("City Facilities"). Licensee shall at its expense restore any City Facilities damaged by its activities permitted hereunder to the condition that existed immediately prior to the commencement of such activities.

B. In the exercise of its reserved rights, the City agrees to use commercially reasonable efforts to not obstruct, remove or alter the items installed as part of the Permitted Improvements in a manner that would result in a reduction in the capacity of such Permitted Improvements.

5. **Open to Public.** Licensee agrees and acknowledges the Premises are public areas open to the public and that nothing herein gives Licensee the right to restrict or exclude any person or entity from the Premises. If Licensee needs to close the Premises for a period of more than eight (8) hours for public safety reasons in order to perform maintenance obligations, it shall first obtain the City's written approval, which approval the City may grant or deny within its reasonable discretion.

6. **Breach.**

A. If Licensee fails to comply with its obligations relating to the Premises, such noncompliance shall constitute a breach of this Agreement. The City, in addition to any other remedy available to it for breach, shall have the right but not the obligation to take such measures as it determines necessary to bring the Premises into compliance with this Agreement, and the cost of any such measures shall be paid by Licensee. Except during an emergency, the City shall provide at least fifteen (15) days' written notice to Licensee and allow Licensee the opportunity to perform such measures. If Licensee fails to perform such measures within the time prescribed and to the City's satisfaction, upon providing Licensee at least five (5) business days' notice, the City may cause such measures to be taken and bill the actual and reasonable cost thereof to Licensee, including without limitation all costs for labor, material and equipment used to complete such measures, accompanied by reasonable evidence of such expenditures. The cost of any such measures shall be paid by Licensee within thirty (30) days of written demand for payment thereof. Any amounts not so paid shall bear interest at the rate of 0.5% per month from the date the demand was received until paid, and the City shall be entitled to all costs of collection to collect such amounts, including but not limited to court costs and reasonable attorney fees. Further, any such amounts owing to the City may be billed in the same manner and in conjunction with charges to Licensee for water service provided in connection with the Premises.

B. Further, upon a failure of the Licensee to maintain the Permitted Improvements, the City shall have the right, pursuant to C.R.S. § 24-67-105(c), as from time to time amended, to maintain the Permitted Improvements and assess the costs thereof upon the Licensee, in accordance with said section. For purposes of this Agreement, Licensee agrees the Permitted Improvements within the Premises required to be maintained by Licensee constitute "common open space" as defined in C.R.S. § 24-67-103(1), as amended from time to time.

C. The City shall also have the right to the remedy of injunctive relief to compel performance of the obligations of this Agreement. All remedies of the City shall

be cumulative and the exercise of one remedy shall not preclude the City from pursuing other remedies for the same breach or any other breach of the same section or any other sections of this Agreement.

D. The Developer agrees that they shall be jointly and severally responsible to the City for performance of obligations of Licensee hereunder.

7. Performance Guarantee.

A. The Developer shall provide a performance guarantee for the construction, installation and establishment of the Permitted Improvements as set forth in the Subdivision Agreement.

B. Prior to the commencement of the Maintenance Term, Licensee shall procure, post and maintain for the Maintenance Term, a cash deposit with the City in the amount of Two Thousand Five Hundred Dollars (\$2,500) ("Performance Guarantee"), for the purpose of assuring Licensee's faithful performance of its maintenance obligations under this Agreement. If Licensee fails to perform its maintenance obligations and fails to pay the City's costs for performing such maintenance obligations, after notice from the City, as described in Section 6 above, the City may use funds from the Performance Guarantee for such costs. In the event the City draws upon the Performance Guarantee, the Licensee shall within fifteen (15) days of written demand by the City replenish the amount of the Performance Guarantee to Two Thousand Five Hundred Dollars (\$2,500). Upon demonstrated consistent compliance with the maintenance obligations in this Agreement for a period of four years after the commencement of the Maintenance Term, Licensee may apply to the City for a return of the Performance Guarantee, which shall not be unreasonably withheld by the City; provided, however, that if the City approves a return of the Performance Guarantee, it may in connection therewith require the substitution of a performance bond for continued faithful performance of Licensee's maintenance obligations under this Agreement. Any interest accrued on the Performance Guarantee shall accrue to the City. The Performance Guarantee required by this Agreement may not be combined with any other Performance Guarantee.

8. Maintenance Districts; Fees. This Agreement shall not preclude or limit the City's authority with respect to the establishment of one or more special taxing districts, assessment districts, the adoption of any fees, or the use of any other mechanisms for maintaining, repairing, operating or replacing Permitted Improvements in the Premises, in accordance with applicable law.

9. City's Reservation of Rights. The City reserves the right to use and occupy the Premises for any purpose of the City. Licensee, for itself, its successors and assigns, hereby releases the City, its officers and employees from any and all claims of damage or liability for any disturbance of or damage to the Premises resulting from the City's use of the Premises, excepting only liability arising from gross negligence or willful or wanton conduct by the City, its officers and/or employees.

10. Personal Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the

Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

11. Insurance.

A. Each Licensee party shall procure and maintain, and cause each of its subcontractors performing work on the Premises to procure and maintain, the minimum insurance coverages listed below. All coverages shall be maintained to cover all liability, claims, demands, and other obligations pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in any activity on the Premises under the employ or at the instance of Licensee, its agents or contractors.

2. General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Licensee's owned, hired or non-owned vehicles assigned to or used in any activities at the Premises or permitted under this Agreement.

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interests provision. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be in excess and not contributory insurance to that provided by Licensee. 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 insurance holder shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of insurance shall be completed by the insurance holder'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 provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (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.

D. Failure on the part of Licensee to procure and maintain and to cause its subcontractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Licensee's obligations hereunder, for which the City may immediately terminate or limit Licensee's rights hereunder, 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 Licensee to the City upon demand.

Section 12. Indemnification. Except for liability resulting from City's gross negligence or willful or wanton misconduct, Licensee shall be solely responsible for all damages to persons or property which may in whole or part be caused by Licensee or its agents, employees or contractors, or which may result or arise in whole or part from their activities on the Premises, and Licensee will indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives, from any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney fees, which the City, its elected and appointed officials, and its employees, agents and representatives may suffer as a result of any and all claims, demands, actions, costs or judgments made or brought against them by any person or entity, and which arise either in whole or in part from, or are in any way connected with, Licensee's activities within the Premises, or with this Agreement or the rights and obligations of Licensee hereunder. By demanding this right to indemnification, the City in no way waives or intends to waive the limitations on liability or other protections which are provided to the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

Section 13. Police Powers Retained. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

Section 14. Other & Prior Rights. Licensee understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee is solely responsible for coordinating its activities within the Premises with all holders of such franchise agreements, easement and other interests.

Section 15. Notice. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by national overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:

City of Louisville
City Manager
749 Main Street
Louisville, CO 80027

LICENSEE:

Basecamp Louisville, LLC
c/o Lance Peterson
3636 Chestnut Place
Denver, CO 80216

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable party in conformance with this procedure. Notices shall be effective upon personal delivery, receipt of facsimile transmission, or upon mailing (if sent by overnight courier or United States mail) in compliance with this paragraph.

Section 16. Other Maintenance Obligations. Nothing in this Agreement is intended or shall be construed to limit or affect any maintenance obligations for other Parcels within the PUD Agreement. This Agreement is limited solely to the Premises as set forth herein.

Section 17. No Joint Venture or Partnership. No form of joint venture or partnership exists between the City and Licensee, and nothing contained in this Agreement shall be construed as making the City and Licensee joint venturers or partners.

Section 18. 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 the City, Licensee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on this Agreement. It is the express intention of the Parties that any person other than the City, Licensee receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 19. No Property Interest. Licensee agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of its occupancy or use of the Premises.

Section 20. Binding Effect of Agreement. This Agreement shall run with the land described on Exhibit A attached hereto and shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 21. Assignment, Delegation and Notice. This Agreement, or any part of this Agreement, may not be assigned by Licensee to any other party without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City may

require as part of any such approval that the successor execute its consent to such assignment to be bound by specified terms and conditions hereof and other applicable documents.

Section 22. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

Section 23. Authority. The undersigned signatories of the Developer warrant to have full power and authority to enter into this Agreement.

Section 24. Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of the Agreement is held to be violative of the City, state, or federal laws and hereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

ATTEST:

By: _____
Christopher Leh, Mayor

By: _____
Meredyth Muth, City Clerk

BASECAMP LOUISVILLE, LLC,
a Colorado limited liability company DBA Ironton Distillery

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The above and foregoing signature of _____, as _____ of
Louisville Gateway, LLC was subscribed and sworn to before me this ____ day of _____, 201____.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The above and foregoing signature of _____, as _____ of
_____ Association was subscribed and sworn to before me this ____ day of _____,
201____.

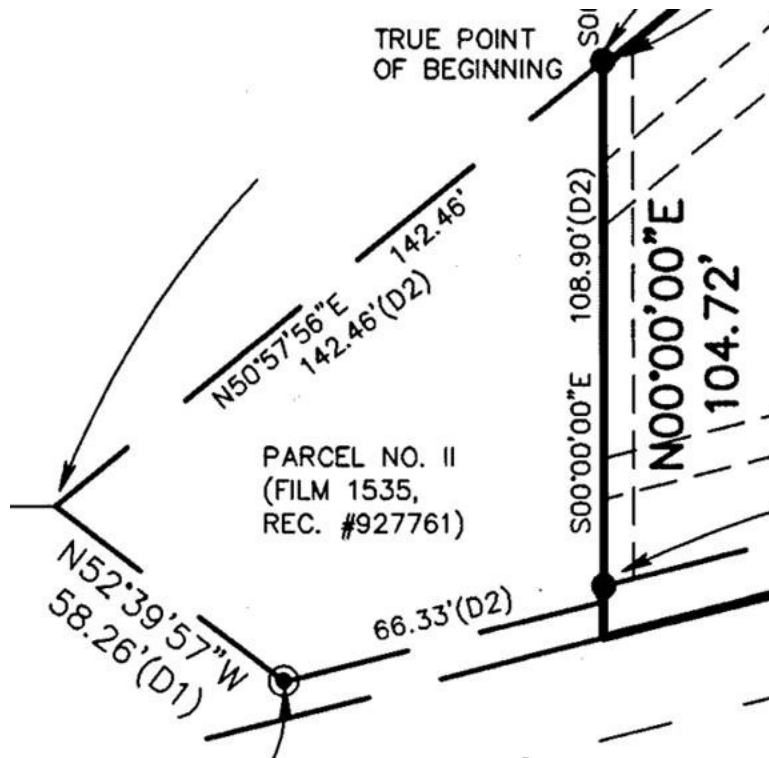
Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

Exhibit A
Legal Description of City-Owned Premises



Legal description

Parcel No. II, Recordation No. 927761

Exhibit A **Description of Trail Easement Parcel**

Legal description

Trail Easement, Recordation No. 03217899

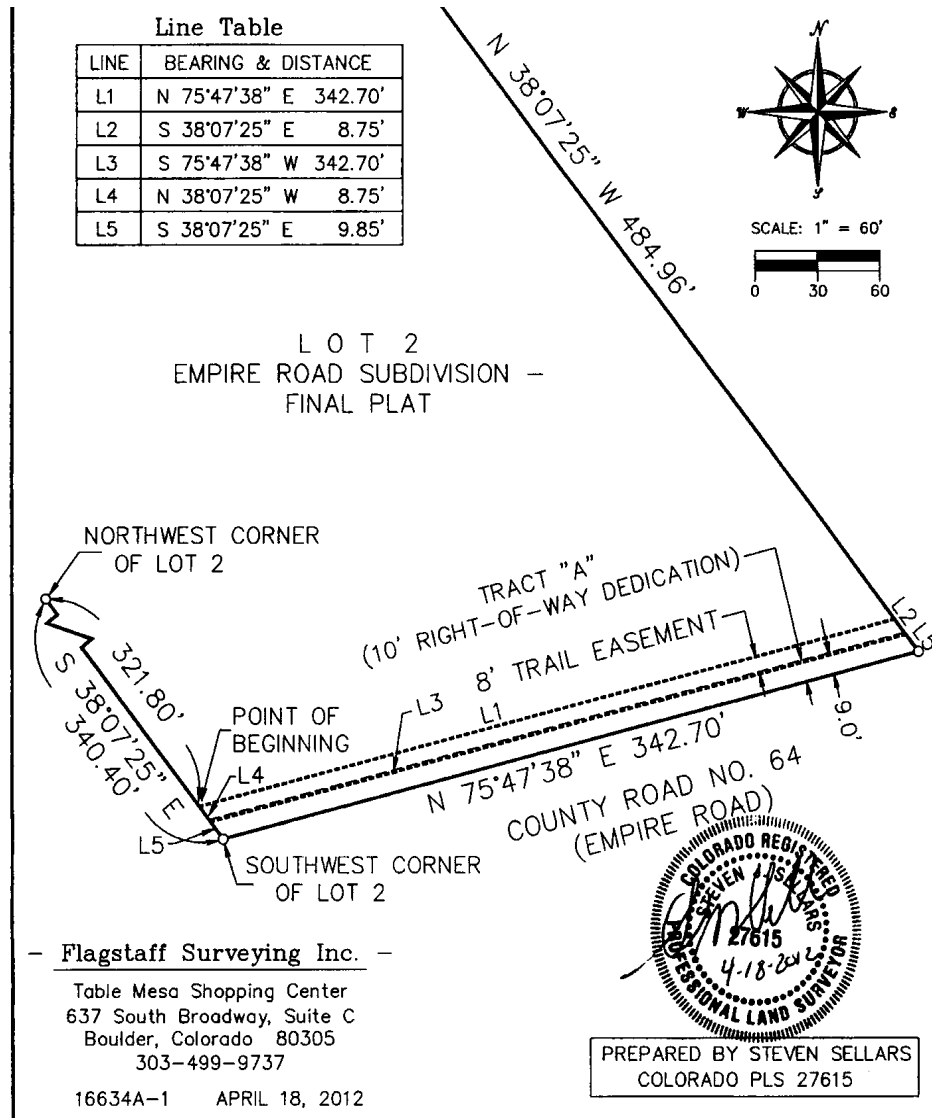


Exhibit B Maintenance Tasks and Obligations

As part of this agreement, the Licensee will be responsible for all aspects of landscape maintenance on the premises, not solely maintenance of the improvements installed as a part of the PUD agreement.

The premises shall be maintained consistent with industry standard for commercial landscapes in the Colorado Front Range.

Per local regulations on commercial water users, any water applied to the premises via municipal tap (for irrigation or other purposes) must come through a backflow prevention assembly. Irrigation water for the premises can be supplied by the water tap(s) and a private backflow preventer located on Licensee's adjacent property, however the backflow assembly must be inspected annually by a certified backflow prevention tester. Proof of inspection should be provided to the Environmental Compliance Manager (or equivalent) with City of Louisville Public Works Utilities.

In compliance with City of Louisville regulations, at no time should prohibited herbicides (including glyphosate and 2,4-D) be applied to any portions of the premises.

Tree plantings should be prepared, installed and maintained per International Society of Arboriculture (ISA) standards and best management practices identified for commercial tree fruit production, as amended from time to time. Sample guidelines available from Park's superintendent.

All fallen tree fruit is to be removed from the premises at the end of the growing season to reduce likelihood of insect and/or fungal disease.

Questions regarding landscape maintenance should be directed to the City of Louisville Park's Superintendent.

Note: In the event that this agreement terminates, all decisions regarding the premises will be made at the sole discretion of the City. This includes, but is not limited to, removal of any and all landscape plantings and irrigation installed on the premises as part of this agreement.

Exhibit C

Maintenance Service Standards

All maintenance on public properties shall be conducted according to current City of Louisville standards and include but not limit to the following:

1. Mowing and Trimming

- a. Native grass area are to be mowed and trimmed twice per year during the growing season or as needed to maintain an even level not greater than 12” high.
- b. Turf areas are to be mowed and trimmed weekly during the growing season or as needed to maintain an even, well-groomed appearance. Turf grass should be kept at a height of approximately three inches.
- c. The use of mulching mowers is encouraged. Excessive clippings that accumulate on the turf must be removed and disposed of off-site.
- d. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
- e. Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner.
- f. Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas.
- g. Care shall be taken to prevent discharge of grass clippings into the storm drains or onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately.
- h. All trash and litter shall be removed from the site prior to initiating any mowing of the turf areas. Trash and litter shall be hauled from site.
- i. All trimming shall be done using a string trimmer.
- j. All trimming must be accomplished concurrently with the mowing operation and done at the same height as the adjacent turf.
- k. Special care shall be taken while trimming so as not to inflict damage to the bark of trees, fence posts or boards, signs, etc.

2. Edging

- a. All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade as necessary in order to maintain a well-groomed appearance. All material dislodged by edging will be removed from site.

3. Aeration

- a. Common turf areas shall be aerated once in the spring and once in the fall. Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator having a plug depth set at six inches (6”).

4. Weed Control

- a. Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly using pruning shears. Shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.
- b. Weeds shall be removed or killed as the weeds emerge in the following areas: landscaped areas, shrub beds, mulched areas (wood and rock), sidewalks and pattern concrete.
- c. Weeds shall be removed if they are larger than two inches (2") in height or diameter and disposed of off-site.
- d. Precautions shall be taken to keep persons away from herbicide treated areas until the area is safe for entry. Herbicide applications shall be made at times when citizen presence is minimal.
- e. Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application and chemical applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry.
- f. All chemicals shall be used in accordance with label directions and the manufactures recommended handling methods. All governmental and industry recommendations and regulations apply, including prohibition of certain chemicals by the City of Louisville (including, but not limited to, glyphosate and 2,4-D).
- g. Broadleaf treatment of weeds on turf shall occur but not to exceed two (2) times per growing season.
- h. All pesticide applications must be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicator's Act. All City regulations and best management practices apply.
 - i. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person whose property abuts that on which the application is scheduled before any pesticide application is performed.
 - ii. The contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications.
 - iii. All pesticides recommended for use and all application of pesticides must be reported to the Parks Superintendent.

5. Litter

- a. All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from shrub beds, landscaped areas, mulched areas and sidewalks.
- b. All fallen fruit is to be collected and removed from the premises by end of season.
- c. Pet pick-up dispensers are to be restocked weekly or as needed.

6. Fertilizing

- a. Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Fertilizer should be a slow release type.
- b. If the fertilizer contains iron it must be removed from all concrete surfaces to avoid staining.
- c. The fertilizer formulation and application rate must be reported to the Parks Superintendent.

7. Irrigation

- a. It is expected that the systems will be energized in the spring and winterized in the fall. Heads are to be adjusted as needed, breaks repaired timely to prevent any interruptions in the watering cycles for all landscaping.
- b. Routine maintenance on the system components shall occur weekly.
- c. Heads must be adjusted for optimal coverage. Nozzles are to be free of debris and valves are to be functioning properly.
- d. Any replacement parts must be of the same brand, model number and nozzle size.
- e. Backflows must be tested yearly by a certified tester. Test documentation must be completed and submitted to the City.
- f. Appropriate watering practices must be followed for each specific type of plant material and turf species. Day watering is only allowed for grass establishment.
- g. Use of a rain sensor is required. Irrigation must be turned off during a rain event.
 - i. A rain event is defined as an event in which accumulation exceeds two-tenths of an inch (.2") of water in a twenty-four hour period.

8. Pruning

- a. All trees, shrubs and plant material shall be maintained to ensure the health, vigor and aesthetic appearance according to accepted horticultural practices.
- b. Shrub growth shall be maintained in accordance with present space limitations to ensure natural appearance.
- c. Damaged trees or those that constitute health or safety hazards shall be pruned immediately.
- d. Tree pruning shall include sidewalk and street clearance.
- e. All tree pruning shall be conducted by a certified arborists.
- f. Questions or disputes regarding pruning shall be referred to the City Forester and his/her decision will prevail.

9. Mulching

- a. All areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable.

10. Annual Flower Beds

- a. Annual flower beds will have the soil turned once a year in the fall before new flowers are planted.
- b. All flowers will be dead headed on an as need basis.

11. Site Amenities

- a. Inspections should occur weekly and reports made available upon request.
- b. General care and upkeep shall occur as needed for site amenities such as: pet pick-up dispensers, etc.

12. Graffiti

- a. Graffiti shall be removed within forty-eight hours from all surfaces such as: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting, fencing, etc.
- b. All materials and processes used in removal shall be non-injurious to surfaces and adjacent property. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint.

13. Sidewalks, Walkways, Hardscapes, and Trails

- a. Sidewalks, walkways and hardscapes shall be swept and/or blown weekly or as needed to keep free from debris. All litter shall be picked up and removed.
- b. All expansion joints and cracks shall be kept weed free at all times.
- c. Any accumulation of snow shall be removed from all concrete walkways.
 - i. Snow or ice must be removed within twenty-four hours from the last accretion of such snow or ice per City Ordinance.
- d. Aggregate walkways and trails shall be constructed and maintained using crusher fines with maximum 3/8" particle size. Materials should be raked and compacted so that a consistent, smooth and stable surface is provided at all times.

14. Drainage and Irrigation Piping and Appurtenances

- a. Piping and manholes shall be kept free of silt, trash and debris by manual cleaning or jetting.
 - i. Disposal of materials shall be in accordance with all City, State and Federal laws.
- b. Licensee, at its sole expense, shall periodically inspect the drainage and irrigation piping facilities to ensure the stormwater facilities function properly under the conditions for which they were designed. Inspections shall be performed at least once every six months and shall cover all facilities.

**RESOLUTION NO. 19
SERIES 2023**

A RESOLUTION RECOMMENDING APPROVAL OF A FINAL PLANNED UNIT DEVELOPMENT, SPECIAL REVIEW USE, PLAT, EASEMENT VACATION, AND ANNEXATION AGREEMENT AMENDMENT TO ALLOW DEVELOPMENT OF A DISTILLERY, TASTING ROOM, AND EVENT SPACE AT 1303 EMPIRE ROAD.

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a final planned unit development and special review use to allow development of a distillery, tasting room, and event space, a plat and easement vacation to amend existing easements, and an annexation agreement amendment to amend a no building zone at 1303 Empire Road;

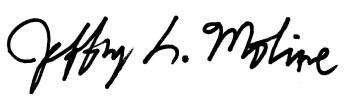
WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on December 14, 2023, 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 Planned Unit Development, Special Review Use, Plat, Easement Vacation, and Annexation Agreement Amendment, with the following conditions:

1. The Annexation Agreement, and all references to it on the Plat and PUD, be amended to move the location of the development restriction on the property, outlined in Section 3 of the Agreement and referred to as the "No Building Zone" on the 2005 Plat, to accommodate the proposed main building of the Ironton PUD. The development restriction would remain to the west of the main building, with the exception that landmarked structures be allowed in the No Building Zone.
2. The application undergo a third referral to address the outstanding comments as of the Second Referral Response dated and provided to the applicant on November 22, 2023.

PASSED AND ADOPTED this 14th day of December, 2023.

 Attest: _____ Jeffrey Moline, Secretary Planning Commission	By:  _____ Steve Brauneis, Chair Planning Commission
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Planning Commission

Meeting Minutes – EXCERPT

December 14, 2023
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chairperson **Brauneis** called the meeting to order at 6:30 PM.

Roll Call was taken, and the following members were present:

Commission Members Present: Steve Brauneis, Chair
Keaton Howe, Secretary
Tamar Krantz
Allison Osterman
Cullen Choi
Debra Baskett

Commission Members Absent: Jeff Moline, Vice Chair

Staff Members Present: Rob Zuccaro, Community Development
Director
Jeff Hirt, Planning Manager
Amelia Brackett Hogstad, Senior Planner
Ben Jackson, Planning Clerk

PUBLIC HEARING ITEMS – NEW BUSINESS

- a. **Final PUD, SRU, Plat, Easement Vacation, and Annexation Agreement Amendment – 1303 Empire Road.** Adoption of Resolution 19, Series 2023 regarding approval of a final planned unit development (PUD), Special Review Use (SRU), plat, easement vacation, and annexation agreement amendment to allow a distillery, tasting room, and event space at 1303 Empire Road.

Howe said that he had a client relation with a member of the applicant team, but that this would not impact his decision making on this case.

Staff Presentation:

Brackett Hogstad introduced the presentation for the application. She said that the site was located on Empire Rd, was zoned for industrial use, and had been annexed into the City in 1986. The proposal was for a PUD and SRU, plat and easement vacation, and an amendment to annexation agreement. She discussed the proposed layout from the PUD, and noted the presences of the historic “Joe’s Metal Shop” structure, and how the applicant intended to use it. She also explained the SRU and parking standards for the site, and why the annexation agreement needed to be modified.

Staff Recommendation:

Staff recommended approval of Resolution 19, Series 2023, with 2 conditions.

Commissioner Questions of Staff:

Baskett spoke about the history of the no build zone from the annexation agreement.

Brackett Hogstad noted it was an unusual covenant.

Baskett noted that it was intended to preserve a gateway for Highway 42 and Empire Road.

Brackett Hogstad said that staff had looked at City Council records and noted that it provided a buffer. She added that the site was zoned for industrial use by Boulder County.

Baskett asked whether EV parking would include EV chargers.

Brackett Hogstad deferred to Zuccaro.

Zuccaro said he would have to look it up, noting that there were three different categories of readiness for electric vehicle charging. He assumed that there would be some, but that he would have to look up the exact number.

Baskett thought including them would be appropriate.

Baskett asked why the proposed trail along Empire Road was not going to be paved.

Brackett Hogstad said that Parks and Open Space would prefer an impervious surface.

Baskett asked about the offsite parking agreement, and whether there would be a trail linking the two.

Brackett Hogstad said that there would not be a defined trail, but there had been impromptu trail used in the past.

Choi asked about whether there was consideration of including parking on City owned land on the north side of the property.

Brackett Hogstad said that it may not be desirable as it was in use. She was not sure if this had been discussed.

Choi asked about whether there was consideration of adding further crossing improvements between the trail on the south side and Highway 42.

Brackett Hogstad said that there were not specific plans to include upgraded pedestrian crossings, and that this would not be required as part of the application.

Zuccaro said that he had found number of EV chargers.

Brauneis asked Zuccaro if there were improvements planned to the Highway 42 and Empire Rd intersection as part of the Highway 42 plan.

Choi added that he was concerned that there was not protected left turn from southbound Highway 42 onto Empire Rd, and that this could create traffic issues. He asked if the City had evaluated the intersection, and how they would go about doing that.

Zuccaro clarified Choi's question about the potential inclusion of a protected left turn lane. He said that he would have to look this up. He added that traffic studies were not typically done on single lot developments.

Brackett Hogstad added that there was no request from Public Works to do a traffic study.

Zuccaro said that Public Works felt it was minor enough that a traffic study would not be warranted.

Zuccaro said that there would be 9 spaces with EV chargers installed, 6 spaces classed as EV ready, and 13 spaces classed as EV capable.

Howe asked where the loading dock was located, and whether it could conflict with the neighboring lot.

Brackett Hogstad pointed it out. She noted that it would have limited impact on the neighboring facility as it was a decent distance away, with landscaping marking the border between the two.

Howe noted it was mainly northwest facing, and that this would help shield it from the adjacent property.

Howe asked whether there would be lighting on the new trail from the overflow lot.

Brackett Hogstad said that she would have to check.

Zuccaro said that staff wanted to be respectful of the buffer and said that it would help preserve a good transition downtown. He noted that changes to the annexation agreement would allow changes to use by right even if the current applicant abandoned their proposal. He added that the language proposed by staff would only change the buffer for this development and not permanently.

Krantz asked what expiration date would be for the plat and SRU.

Zuccaro said that the annexation agreement and plat would not expire, the SRU would expire after a year if not implemented, and the PUD would expire after 3 years.

Krantz clarified whether the changes to the buffer would expire.

Zuccaro said that it would not expire as it would be part of the annexation agreement.

Brackett Hogstad reiterated that the intention of the annexation agreement amendment was to preserve the buffer.

Krantz asked about the capacity of the tasting room and how this would impact the amount of required parking.

Brackett Hogstad said that the IDDSG are not being used for this application as it would not be applicable for the SRU. She said that they were instead using the citywide standards from section 17.20 of the LMC and setting the parking ratios from that.

Krantz asked what the maximum capacity for the venue would be.

Brackett Hogstad said that the tasting room and the event space had to be evaluated separately. She said that the tasting room was set with one space per three seats, while the distillery was done by number of employees per section.

Brauneis asked what plans the City had for the neighboring property that had the dump station on it.

Brackett Hogstad said that she was not sure of any plans.

Zuccaro said he wasn't sure either.

Brauneis asked whether the orchard would be part of a privately operated protected agricultural space, and whether people could potentially go pick them.

Brackett Hogstad said that it was not an agricultural lease, and the only request Parks had for the applicant was that they maintain the orchard properly.

Brauneis asked if the orchard agreement would be forced on any subsequent property owners.

Brackett Hogstad said that she believed there was a clause in the agreement that included what would happen to the orchard.

Brauneis asked to compare the sizes of the current and proposed no build areas.

Brackett Hogstad showed the comparison from the presentation.

Choi asked about the inclusion of the event stage on the site plan, and how it was contemplated that this would interact with the no build zone.

Brackett Hogstad said that activation of the event stage was a positive for the landmarked building, and would allow it to be showcased rather than just sitting there.

Choi asked about how the historic building was planned to be used.

Brackett Hogstad said that building was planned to be used flexibly.

Applicant Presentation

Andy Johnson, DAJ Design, resident, introduced the Iron-ton Distillery presentation. He noted that the design and development process had been ongoing for two years. He introduced co-owner Lance Peterson, nonresident, co-owner and marketing manager Kallyn Romero, and co-owner and head distiller Laura Walters.

Peterson discussed the history of the business, and what made them unique. He noted that they wanted to help beautify that part of the City. He said that they were one of only four distillery brew pubs in Colorado.

Romero explained why they chose Louisville and noted their community orientation.

Walters discussed the operations of the distillery, and their focus on sustainability. She said that they focused on local and self-grown ingredients.

Romero and **Peterson** discussed the event space and parking requirements.

Johnson discussed the details of the PUD. He noted that the site had been empty for a long time, and many had struggled to develop it. He discussed the connectivity of the site, with connections to trails. He addressed the history of the site and noted that there was no discussion in Council of the no build line. He discussed the proposed layout of the

buildings, and the Joe's Metal Shop historic structure. He added that the stage was intended to be removable.

Further Commissioner Questions of Staff:

Zuccaro suggested changing the resolution around the no build line to include it as part of the PUD approval rather than as a change to the annexation agreement.

Howe asked for clarification around whether there was a difference between the buffer and the no build line.

Zuccaro clarified that he meant the no build line.

Brauneis asked whether staff was suggesting removing the no build line altogether.

Zuccaro said yes, as they believed the proposed application was in keeping with the spirit of the no build line.

Commissioner Questions of Applicant:

Johnson noted that the applicant would rather the no build line be removed entirely, but that the proposed alternative in the staff report would be acceptable.

Krantz asked why removing it would be a priority if they only wanted to put the historic structure in it.

Johnson said that future development would be the priority, and that removing it would more easily allow for future expansions.

Krantz asked whether they would have changed design of building if the line could not be removed.

Johnson said not necessarily, and that it was important to look at the context of the building and its surroundings. He noted that it was not surrounded by open space, and that it would likely remain a weed patch if it were not developed.

Brauneis asked why the City would want to vacate the no build line.

Zuccaro said he understood the concern, but that staff expected the building to be there for a long time, or to otherwise be reused. Removing the line would make it easier to expand the building in the future.

Brauneis asked whether changes to the line would still be open to a request in the future if it were kept in place.

Zuccaro said yes, it would be open to a request, but it would have to go through a PUD review. He noted that this was very different to a typical industrial use.

Choi asked whether the temporary stage would conflict with the no build line.

Zuccaro said that it could just be written into the annexation agreement, and that the no build area didn't disallow landscaping or flatwork. Staff's interpretation was that it was a no building zone, and as such it could allow temporary structures.

Choi asked whether there would be ADA requirements for an elevator in the building.

Johnson said not for the distillery, but that the tasting room and event space would be subject to the ADA.

Choi asked whether ADA requirements for distillery would change its design.

Johnson said it would not as the interior could be easily changed. The internal layout included in the PUD was a potential design they could use, but the exact layout had not been determined yet.

Krantz asked whether the exterior lights would be dark sky compliant.

Johnson said yes.

Krantz asked whether the distillery would require any environmental permits.

Walters said not to her knowledge in Denver. She noted that they did have a requirement for CO₂ monitoring and smell monitoring, and they did have to comply with wastewater permitting.

Krantz asked how many trucks each day they were expecting.

Walters said they were currently receiving 2 trucks per month, and that their distributor used small vans.

Krantz asked whether applicant was aware of City herbicide bans for the orchard.

Walters said they would likely have a landscaper manage the orchard for them.

Krantz asked whether the crusher fines in the open space area would provide the same level of drainage as grass.

Johnson said that they would.

Public Comment:

Cindy Bodell, resident, asked why the no build line was there, and what its purpose was. She thought that they should leave the no build line there, given that it could not be put back. She liked the dark sky compliant lighting and would like it to be required.

Sherry Sommer, resident, would like to maintain the no build zone. She noted that the applicant could request waivers in the future and would provide protection to the City. She thought that the unusual drainage was more of a reason to keep it. She was also curious about the maintenance agreement and wondered whether it had been decided yet. She appreciated Choi's comments on safety of intersection at Hwy 42.

Additional Commissioner Questions:

Brauneis asked why the application did not include any shady plants in the parking lot to help reduce the urban heat island effect.

Johnson said it was to reduce plantings around the building, and that there was no room to plant on north side with the emergency access easement. He said that access to the site limited their ability to have plants. They still had many plants, they were just condensed in other locations.

Krantz asked whether there would be plants in the parking lot.

Johnson clarified that there would be some plants in the parking lot strip, but noted that they would have fewer than what was required in the code because of the topography of the lot.

Closing Statement by Applicant:

Johnson said that there was no record on why the no build line was created, and that it was arbitrary. He added that they had provided open space as they felt that this was important.

Discussion by Commissioners:

Baskett was in strong support of the project and said that it would be a strong addition to the City. She noted its connection to open space and downtown. She had no issue with moving the no build line, particularly to add the historic structure. She thought that the inclusion of the historic structure was really important and was in support of the resolution as written.

Howe said thought was compliant with PUD criteria and waivers and was supportive of resolution as written regarding the no build zone. He also felt that it met all of the SRU criteria, and agreed with the way the annexation agreement amendment was written. He thought it was win-win-win, and a big win for the City, particularly over current site use. He was strongly in favor.

Osterman said she was very excited about the proposal. Her one confusion was around the no build line, and whether a future owner could turn the site back to an industrial use. She wanted to make sure that the annexation agreement was not being amended improperly.

Krantz said that she agreed with Howe's analysis and was fully in support with the condition that the no build line be moved and not eliminated entirely.

Choi said that he was in favor and noted that the lack of justification for the creation of the no build line and the landscaping choices stood out to him. He said that the line seemed to be arbitrary, and it would be hard to convince him to keep an arbitrary line. He was appreciative of permeable surfaces for the parking spaces but would prefer concrete over asphalt for the loading area and drive aisles. He thought it was a very thoughtfully and tastefully done application and was a vast improvement over the current use of the site.

Brauneis said that he was in favor of the resolution as written. He viewed no build zone as a giant setback, though he was not comfortable with removing the line outright.

Howe moved to approve Resolution 19, Series 2023 with the conditions as presented in the staff report and was seconded **Choi**. The motion was adopted by a vote of 6 to 0.



Ironton Distillery

Resolution No. 11, Series 2024

Ordinance No. 1869, Series 2024

Final Planned Unit Development, Special Review
Use, Plat, Easement Vacation, & Annexation
Agreement Amendment

Public notice met as required.



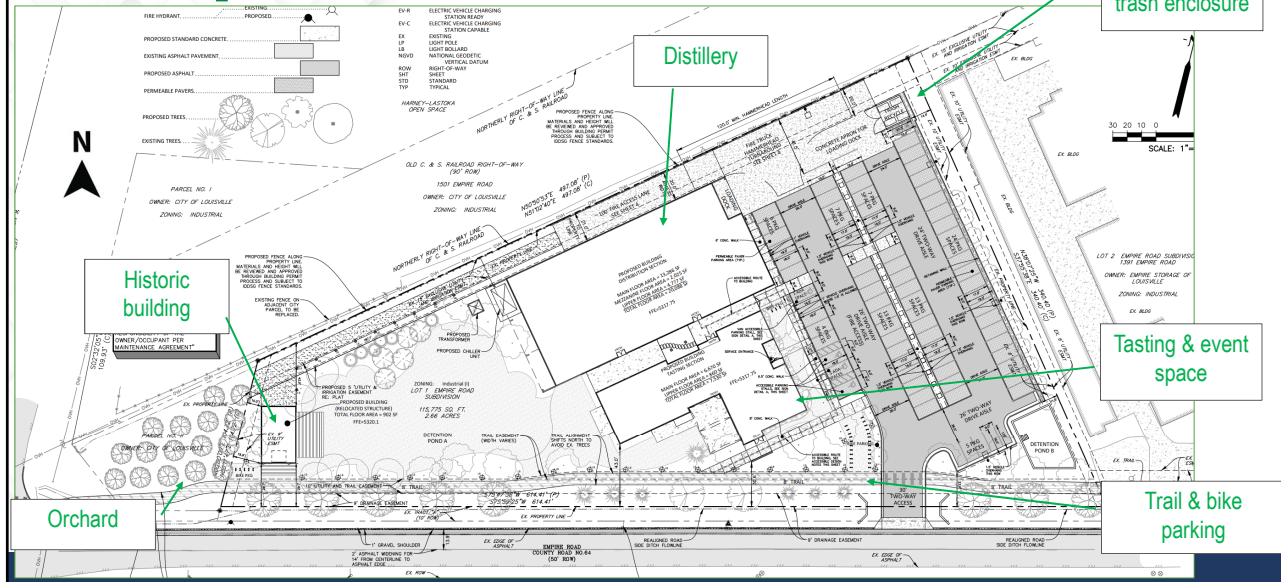
- Zoned Industrial
- Platted
- Annexed in 1986



- PUD and SRU
 - Establishes use and design, includes waivers
- Plat and Easement Vacation
 - No changes to property lines
 - Changes to current easements
- Annexation Agreement Amendment
 - 1986 Agreement language on “No Building Zone” removed upon development of Ironton PUD



Proposal: Site Plan



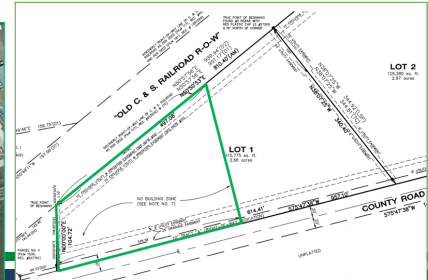
Analysis Highlights

- **Parking:** Meets 17.20 parking standards
- **Waivers:** Provide benefits, low impact
- **SRU**
 - Indoor Eating & Drinking Establishment is an SRU in Industrial
 - Meets all review criteria
- **Plat** meets all requirements and review criteria of the Code
- **Other review criteria highlights**
 - Brings a local business to the city
 - Transition between industrial uses and downtown to west
 - Site design situated in context of immediate area



Analysis: Annexation Agreement Amendment

- No building zone established by 1986 Annexation Agreement
- Site plan necessitates an amendment
- Proposal removes NBZ in agreement upon PUD development
- Smaller no building zone recorded with PUD, change would require PUD Amendment process



Staff Recommendation

- Approval of application as proposed.



SUBJECT: 2024 – 2029 SOLID WASTE HAULING CONTRACT AWARD

DATE: MARCH 5, 2024

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

SUMMARY:

Staff is providing a review of Requests for Proposals (RFP) for Solid Waste Hauling Services for the 5-year period from September 2024 to September 2029. The City renews this contract every 5 years providing for trash, recycling, and compost hauling services.

RFP's were received from 5280 Waste Solutions/Scraps, Western Disposal, and Republic Services.

Staff consisting of the Public Works and Utilities Director, Sustainability Manager, and Facilities Superintendent evaluated proposals and conducted interviews with each vendor.

Results of the evaluation process and RFP scoring in accordance with Council directed criteria are being provided for review. Staff have identified options for Council consideration based upon best value, most sustainable, and best customer service and convenience. Council may award a contract on a staff developed option or interpret results as a body and provide an award on an alternative option.

Staff will provide a brief presentation to discuss the proposals, staff perspective, and provide for Q&A with the proposers if desired.

Staff will provide a notice of award and negotiate final contract terms for signature by the Mayor based upon City Council guidance.

FISCAL IMPACT:

Solid Waste Hauling services are a direct pass through cost from the vendor to the customer via the City's Utility Bill. This has no net impact to the City's Solid Waste Fund.

PROGRAM/SUB-PROGRAM IMPACT:

Provide successfully managed solid waste with competitive prices. Enable residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.

SUBJECT: 2024 – 2029 SOLID WASTE HAULING CONTRACT**DATE: MARCH 5, 2024****PAGE 2 OF 2****RECOMMENDATION:**

Staff recommends City Council award the 5 year Solid Waste Hauling contract to the proposer most qualified through combination of proposal scoring and additional Council considerations as necessary. This action would authorize the Mayor, City Manager, Public Work Director, and City Clerk to sign and execute the Agreements and certain other documents on behalf of the City.

ATTACHMENTS:

1. Presentation

STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

City Council RFP Review & Award Residential Solid Waste Collection

City of Louisville, Colorado

March 5, 2024

“Enable residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.”

– Louisville Solid Waste Subprogram Objective

5 Year Solid Waste Contract Value ~ \$8,000,000 to \$10,500,00

Dependent on Bidder Selected

What Affects Pricing?

Current Rate Structure

	35g	65g	95g		35g	65g	95g		35g	65g	95g
2013	40%	48%	10%		14%	26%	57%		45%	46%	8%
2018	45%	43%	10%		12%	26%	58%		45%	41%	10%
2021	49%	39%	10%		11%	26%	60%		38%	41%	20%
2023	48%	39%	11%		8%	26%	62%		30%	41%	28%



RFP Price Results

Bid Tab Overview	Description	Republic	5280	Western
3.1.1 Base Bid	Tue-Fri	Yes	Yes	Yes
3.1.2 Alternate #1	Alt Days	No	No	No
3.1.3 Alternate #2	Weekly Recycle	Yes	Yes	Yes
3.1.4 Alternate #3	Weekly Compost	Yes	No	Yes
3.1.5 Alternate #4	GHG Offsets	Yes	No	No

	Service Days	32g Trash 35g / 65g / 95g 48% / 39% / 11%	Biweekly Recycle (Weekly)	Biweekly Compost (Weekly)	Equipment (Alt. GHG)
Existing Rates	Tue - Fri	\$13.92 (\$14.60) 13.92 / 27.84 / 41.76	Included -	Included -	RNG -
Republic	Tue - Fri	\$15.20 15.20 / 30.40 / 45.60	Included (+2.58 All) (+8.00 Opt In)	Included (+3.50 All) (+8.00 Opt In)	RNG (+5.36 Electric)
5280 Waste Solutions	Any	\$19.70 19.70 / 39.40 / 59.10	Included (+22.10 All)	Included -	CNG -
Western	Any	\$20.00 20.00 / 40.00 / 60.00	Included (+3.10 All) (+3.10 Opt In)	Included (+3.10 All) (+3.10 Opt In)	RNG (+.10 - 1.00 Offsets)

2024 RFP Evaluated Criteria

Points	60	10	5	10	5	10	100
Contractor	Pricing	Additional Services	Schedule	Equipment	RFP/ Interview	Customer Service	Total
Republic (RNG)	60.00	9.00	5.00	7.50	5.00	7.50	94.00
Republic (EV)	49.15	9.00	5.00	10.00	5.00	7.50	85.65
5280	46.29	7.00	5.00	5.00	3.00	6.00	72.29
Western	45.60	9.00	5.00	7.50	4.50	10.00	81.60

$$\text{Price Score} = \frac{(\text{5 Yr Total Low Bid} \times 60)}{\text{5 Yr Evaluated Bid}}$$

2024 RFP Price Evaluation

Base RFP Price Evaluation Before Alternates

1) 32g Trash Increment with 96g Recycle/Compost Base Bid Tab

Size	Existing *	Republic	5280	Western
35	\$ 14.60	\$ 15.20	\$ 19.70	\$ 20.00
65	\$ 29.20	\$ 30.40	\$ 39.40	\$ 40.00
95	\$ 43.80	\$ 45.60	\$ 59.10	\$ 60.00

*Republic Charges City \$14.60. City Charges Residents \$13.92.

City did not pass along 2023 CPI Increase and reduced Solid Waste Fund Reserve.

2) Bin Mix	Accts	% of Total	Cum %
35	2699	49%	49%
65	2141	39%	88%
95	607	11%	99%
> 96 Trash	66	1%	100%
> 96 Recycle	169	3%	
> 96 Compost	57	1%	
Total	5513		

3) 5 Yr Estimated Contract Value (w/o WST Inflation)

Size	Republic Net	5280 Net	Western Net
35	\$ 2,461,488	\$ 3,190,218	\$ 3,238,800
65	\$ 3,905,184	\$ 5,061,324	\$ 5,138,400
95	\$ 1,660,752	\$ 2,152,422	\$ 2,185,200
5 Yr Total	\$ 8,027,424	\$ 10,403,964	\$ 10,562,400

$$\text{Price Score} = \frac{(\text{5 Yr Total Low Bid} \times 60)}{\text{5 Yr Evaluated Bid}}$$

4) Scoring	5 yr Cost	5 yr Score
Current	\$ 7,710,552	
Republic	\$ 8,027,424	60.00
5280	\$ 10,403,964	46.29
Western	\$ 10,562,400	45.60

5) 5 Year Overall Cost vs Existing Net Increase

Size	Current	Republic	Western
35	\$ 2,364,324	\$ 97,164	\$ 874,476
65	\$ 3,751,032	\$ 154,152	\$ 1,387,368
95	\$ 1,595,196	\$ 65,556	\$ 590,004
5 Yr Total	\$ 7,710,552	\$ 316,872	\$ 2,851,848
5 Yr Total % Inc		4%	37%

2024 RFP Additional Services

Service	Republic	Western
Weekly Recycle / Compost	Opt In \$8.00 per Month per Waste Stream	Opt In \$3.10/ month per 32g Waste Stream
Recycling	-	Unlimited Overflow Pickup Outside Bin in Reusable Containers or Cardboard Boxes
Composting	Preprocessing	Preprocessing
Tree Branch / Leaf Collection	Spring / Fall Curbside Event	No Event Unlimited Curbside in Bag or Bundle
Bulk Pickup	Annual 5 Item Event One Item Each Quarter (*)	12 Items per Year Anytime
Christmas Tree Pickup	Yes (Cut and Bundled)	Yes
Cart Exchange	3 per Year (*)	Unlimited
Discounts	-	65+ Eligible for 10% Discount ~ 15% of pop. (0.69 point difference)
Document Shredding	-	Annual Shredding @ Western Offices



Base RFP Pricing - RNG Trucks

Base RFP Price - Renewable Natural Gas Trucks



Republic Services Electric Trucks

Alternate #4 - 100% Carbon Neutral via Electric Trucks and Xcel Renewables (+5.36/ mo)

Historical Trash Collection Survey Results

Categories: (2012, 2020) 2023

	2012	2020	2023
Very Satisfied (Excellent)	52%	38%	42%
	90%	82%	66%
Moderately Satisfied (Good)	38%	44%	24%
Slightly Satisfied			5%
Neutral (Fair)	8%	14%	7%
			18%
Slightly Dissatisfied			6%
Moderately Dissatisfied (Poor)	2%	5%	7%
			15%
Very Dissatisfied			8%

2024 RFP Customer Service

Republic

During City's 5 year Term Had 66%
Good to Excellent Rating on 2023 Survey

Colorado Call Pod

24 Customer Service Representatives

21 out of 24 Reps Based in Colorado

Represent Colorado, New Mexico, Wyoming

Western

During City's 10 year Term Had 90%
Good to Excellent Ratings

Boulder Based Call Pod

12 Customer Service Representatives

12 Reps in Boulder County

Represent Boulder County

Guaranteed Same Day Service for Not Outs
or Missed Bins

Unlimited Recycling & Compost on Pickup Day
"Just Pick It Up" Philosophy

Cost of Transition

- ❖ Staff Time (Minimal)
- ❖ Resident Time (Minimal)
- ❖ Contractor Time and Cost (Heavy, Built In)
- ❖ Resident Inconvenience / Onboarding Process



LSAB Feedback

- ❖ Prioritize Electric Vehicles if They Are Available.
- ❖ Prioritize composting without restrictions on what can be composted.
- ❖ Avoid Greenwashing.
- ❖ Prefer to have an Opt In Option if Available.

2024 RFP Council Opportunities

Best Value

Republic

35g / 65g / 95g
\$15.20 / \$30.40 / \$45.60
+\$1.28 / +2.56 / +3.84

Weekly Trash
Biweekly Recycle
Biweekly Compost

Opt In Weekly Recycle
Opt In Weekly Compost

Renewable Natural Gas Trucks

Most Sustainable

Republic

35g / 65g / 95g
\$20.56 / \$35.76 / \$50.96
+\$6.64 / +7.92 / +9.20

Weekly Trash
Biweekly Recycle
Biweekly Compost

Opt In Weekly Recycle
Opt In Weekly Compost

Electric Trucks
Zero Emissions

Premium Customer
Service and Convenience

Western

35g / 65g / 95g
\$20.00 / \$40.00 / \$60.00
+\$6.08 / +12.16 / +18.24

Weekly Trash
Biweekly Recycle
Biweekly Compost

Opt In Weekly Recycle
Opt In Weekly Compost

Renewable Natural Gas Trucks

Ultimate Convenience
and Customer Service

SUBJECT: RESOLUTION NO. 12, SERIES 2024 – A RESOLUTION AMENDING THE 2024 BUDGET BY ELIMINATING APPROPRIATIONS IN THE OPEN SPACE & PARKS FUND, AND ESTABLISHING APPROPRIATIONS WITHIN NEWLY ESTABLISHED OPEN SPACE AND PARKS FUNDS AND ADJUSTING BUDGETED REVENUE IN THE OPEN SPACE & PARKS FUND, OPEN SPACE FUND, AND PARKS FUND – PUBLIC HEARING (advertised *Daily Camera* 2/25/24)

DATE: MARCH 5, 2024

PRESENTED BY: JEFF DURBIN, ICMA-CM, CITY MANAGER
RYDER BAILEY, CPA, FINANCE DIRECTOR
ADAM BLACKMORE, CPRE, PARKS, RECREATION AND OPEN SPACE DIRECTOR

SUMMARY:

On November 7th, 2023, City of Louisville Residents overwhelmingly voted to extend (by 10 years, through 2033) and increase (From 3/8ths to 1/2 cent), the Open Space and Parks Sales and Use Tax, Measure 2C. The ballot measure defines how sales and use tax revenues are to be split, and by City Ordinance No. 2023-1856, Council directed Staff to establish separate and distinct funds for each Division.

Finance and Open Space and Parks Staff has been working diligently towards separating the existing shared Open Space and Parks Fund (Fund 201) into two separate stand-alone funds, the Open Space Fund (Fund 210) and the stand-alone Parks Fund (Fund 211).

The new Funds have been established, and a budget amendment is required to “transfer” appropriations from the former fund and into the newly established funds, Open Space Fund (Fund 210) and Parks Fund (Fund 211).

This Budget Amendment was presented to Finance Committee on February 22nd, 2024 and was supported “as to form” for Appendixes A, B, and C, which bifurcates the existing shared Open Space and Parks “status quo” adopted budget into separate funds.

During the February 22nd Finance Committee meeting, the City Manager noted the importance of demonstrating our commitment to open space asset management following voter approval of the November 2023 ballot question. The 2024 adopted Budget already includes increased expenditures for expanded mowing and grazing programs, implementing an asset management inventory, implementing new

wayfinding signage, developing new pocket prairies, and a Smooth Brome pilot study.

Further, in light of anticipated tax revenues the City Manager is proposing additional resource allocations for open space management. As part of the proposed March 5th Budget amendment, the City Manager is proposing additional operating expenditures in the Open Space Fund which are outlined in Appendix D, totaling \$250,000, for immediate personnel expenditures necessary to begin implementation of a variety of asset management and capital project needs.

The City Manager will also be proposing further Open Space expenditures for Council consideration in May 2024 as part of the next Budget amendment. Staff is currently working to define scope and cost of new expenditures including the following:

- A system wide vegetation survey necessary for comprehensive ecosystem management, native plant restoration, and appropriate land management. This data will also be an important part of master planning work beginning later this year.
- Expansion of the scope of the master planning work to include a comprehensive evaluation of our trails systems.
- A pilot program to restore native habitat and manage social trails at Hecla Lake Open Space.
- Removal of Siberian Elms at North Open Space, this is an invasive species that is encroaching on prairie habitat.
- Acquisition of additional equipment necessary to implement and maintain these projects and programs.

Additionally, in May staff will be bringing a proposal for the mechanics of establishing an Open Space Acquisition Reserve and proposed initial funding methodology.

The impact by splitting the previously shared fund into separate and distinct funds for each Division results in a net expenditure impact to Citywide appropriations of zero. This is because this exercise is bifurcating the previous fund's "Status Quo" Adopted budget does not create new expenditures. However, revenue appropriations in the Open Space fund are being increased for the additional 1/8th tax rate increase, specifically for Open Space purposes. This is because the incremental tax revenue was not part of the previously adopted "Status Quo" budget. Lastly, the "Status Quo" budget relied upon the use of Fund Balance for capital and other non-recurring expenditures, as such, those funds will be transferred to the appropriate newly created fund.

A. The total net amount of transferring operating and capital expenditure budgets between funds results in an amendment totaling \$0. Detail can be found in Attachment – Appendix A. Broken out by Fund as follows;

- a. Fund 201 – Open Space/Parks - <\$5,363,529>
 - b. Fund 210 – Open Space - \$1,891,969
 - c. Fund 211 – Parks - \$3,471,560
- Total -\$0**

B. The initial amount of the transferring budgeted revenue and transfers between funds budget amendment is \$0. However, an increase in unanticipated sales and use tax revenues (1/8th) due to the increase in sales and use tax rate designated for Open Space, increases the total amount of the revenue amendment to \$1,013,753.33. Detail can be found in Attachment – Appendix B. Broken out by Fund as follows;

- a. Fund 201 – Open Space/Parks - <\$4,235,540>
 - b. Fund 210 – Open Space - \$2,573,908.33
 - c. Fund 211 – Parks - \$2,675,385
- Total -\$1,013,753.33**

C. The 2024 “Status Quo” Adopted budget included the planned use of Fund Balance, as such, this amendment also requires a transfer of fund balances from the previously shared Fund (201) into each of the newly created and stand-alone funds, 210 and 211. Detail can be found in Attachment – Appendix C. Broken out by Fund as follows;

- a. Fund 201 – Open Space/Parks – Transfer Out - <\$1,127,989>
 - b. Fund 210 – Open Space – Transfer In - \$331,814
 - c. Fund 211 – Parks – Transfer In - \$796,175
- Total -\$0**

D. Additional/new operating personnel expenditures added to the 2024 Open Space budget as a result of anticipated increased sales tax revenues results in an additional adjustment totaling \$250,000. Detail can be found in Attachment – Appendix D. Broken out by Fund as follows;

- a. Fund 210 – Open Space - \$250,000
- Total -\$250,000**

Staff is diligently working to close the previously used shared fund, which is anticipated mid to late 2024. At which time a final transfer of any remaining asset, liability and fund balance(s) accounts to newly created funds will be proposed to Council for approval.

BACKGROUND:

Finance and PROST Staff have performed significant outreach efforts through public engagement and presentations to the following stakeholders in advance of today's City Council Budget Amendment presentation;

- January 18th – Finance Committee Presentation – An Update on the Establishment of Open Space and Parks Funds
- January 26th – City Manager and Staff met with Open Space Advocacy Group
- February 7th – Presentation to Parks and Public Landscaping Advisory Board (PPLAB)
- February 14th – Presentation to Open Space Advisory Board (OSAB)
- February 22nd – 2nd Finance Committee Presentation – First Citywide 2024 Budget Amendment – Establishing Open Space and Parks Funds
- **Today** - March 5th – First 2024 Citywide Budget Amendment – OS and Parks Funds only

The Parks and Open Space sales and use tax is the primary funding source for Open Space and Parks operations, including staffing, maintenance, purchasing, and service agreements. Funds may also be used for land acquisition and capital projects.

The Parks and Open Space Tax has been passed by local voters four times, in 1993, 2002, 2012 and in 2023. The sales and use tax, originally implemented for the acquisition of land in and around the City of Louisville for Open Space and Parks, has been in place since 1993. The tax was modified in 2002 to expand the use of tax revenues to be used for the operation and maintenance of open spaces and parks; while the percentage and length of term remained the same. In 2023 the tax was extended an additional 10 years, through December 31, 2033 and increased from 3/8ths to ½ cent.

RECOMMENDATION

On February 22nd, the Finance Committee was presented and approved “as to form” the information presented today as contained within Appendices A, B, and C.

However, the Finance Committee was not presented the information contained within Appendix D, personnel expenditure expansions funded by increased Open Space Sales and Use Tax Revenues.

Staff is recommending that City Council approve for adoption of the proposed budget amendment establishing appropriations in the newly created stand-alone Open Space (Fund 210) and stand-alone Parks (Fund 211) funds.

FISCAL IMPACT:

While the proposed budget amendments contained within Appendices A, B and C do not increase or decrease the consolidated City 2024 expenditure budget, it does increase budgeted revenues in the Open Space fund by \$1,013,753.33.

Appendix D increases the Open Space Fund for expenditure personnel expansions proposed by the City Manager and Open Space Division, totaling \$250,000, funded by anticipated increased Open Space Sales and Use Tax revenues.

Staff is diligently working to close the previously shared fund, which is anticipated mid to late 2024. At which time a final close out of all balance sheet accounts including transfer of remaining fund balance(s) to newly created funds will be proposed to Council for approval.

ATTACHMENTS

1. Resolution
2. Appendices A, B, C and D
3. Public Comments
4. Presentation

**RESOLUTION NO. 12
SERIES 2024**

**A RESOLUTION AMENDING THE 2024 BUDGET BY ELIMINATING
APPROPRIATIONS IN THE OPEN SPACE & PARKS FUND, AND
ESTABLISHING APPROPRIATIONS WITHIN NEWLY ESTABLISHED OPEN
SPACE AND PARKS FUNDS AND ADJUSTING BUDGETED REVENUE IN
THE OPEN SPACE & PARKS FUND, OPEN SPACE FUND, AND PARKS
FUND**

WHEREAS, the need exists to amend the 2024 budget by amending appropriations in the Open Space & Parks Fund, Open Space Fund, and Parks Fund; and

WHEREAS, the need to amend the 2024 budget arises:

1. To implement previously approved City Council Ordinance No 2023-1856 which eliminates the share Open Space and Parks Fund; and
2. Establishes separate Open Space and Parks Funds.

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

SECTION 1. That the 2024 Open Space & Parks Fund appropriation be decreased by \$5,363,529, from \$5,363,529 to \$0.

SECTION 2. That the 2024 Open Space Fund appropriation be increased by \$1,891,969, from \$0 to \$1,891,969.

SECTION 3. That the 2024 Parks Fund appropriation be increased by \$3,471,560, from \$0 to \$3,471,560.

SECTION 4. That the 2024 Open Space & Parks Fund **revenue** budget be decreased by \$4,235,540, from \$4,235,540 to \$0.

SECTION 5. That the 2024 Open Space Fund **revenue** budget be increased by \$2,573,908.33, from \$0 to \$2,573,908.33.

SECTION 6. That the 2024 Parks Fund **revenue** budget be increased by \$2,675,385, from \$0 to \$2,675,385.

SECTION 7. That the 2024 Open Space & Parks Fund transfer out appropriation be increased by \$1,127,989, from \$0 to \$1,127,989.

SECTION 8. That the 2024 Open Space Fund transfer in appropriation be increased by \$331,814, from \$0 to \$331,814.

SECTION 9. That the 2024 Parks Fund transfer in appropriation be increased by \$796,175, from \$0 to \$796,175.

SECTION 10. That the 2024 Open Space Fund appropriation be increased by \$250,000, from \$1,891,969 to \$2,141,969.

PASSED AND ADOPTED this 5th day of March, 2024.

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

Appendix A
City of Louisville, Colorado
2024 Budget Amendment Detail
Changes to 2024 Expenditure Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
201110-511000	Regular Salaries	318,646.00	(318,646.00)	-	Removing Budget from OS&P Fund
201110-511200	Overtime Pay	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201110-512000	FICA Expense	23,101.00	(23,101.00)	-	Removing Budget from OS&P Fund
201110-512100	Retirement Contribution	22,552.00	(22,552.00)	-	Removing Budget from OS&P Fund
201110-512200	Workers Compensation	1,125.00	(1,125.00)	-	Removing Budget from OS&P Fund
201110-513000	Medical Insurance	42,769.00	(42,769.00)	-	Removing Budget from OS&P Fund
201110-513100	Dental Insurance	2,742.00	(2,742.00)	-	Removing Budget from OS&P Fund
201110-513200	Vision Insurance	536.00	(536.00)	-	Removing Budget from OS&P Fund
201110-513300	Life, AD&D & LTD Insurance	2,111.00	(2,111.00)	-	Removing Budget from OS&P Fund
201110-513400	Employee Assistance Plan	78.00	(78.00)	-	Removing Budget from OS&P Fund
201110-522500	Non-Capital Furn/Equip/Tools	600.00	(600.00)	-	Removing Budget from OS&P Fund
201110-523100	Uniforms and Clothing	210.00	(210.00)	-	Removing Budget from OS&P Fund
201110-532100	Insurance	83,630.00	(83,630.00)	-	Removing Budget from OS&P Fund
201110-532220	Business and Auto Allowance	750.00	(750.00)	-	Removing Budget from OS&P Fund
201110-535010	Communication Svcs-Cell Phone	120.00	(120.00)	-	Removing Budget from OS&P Fund
201110-540410	Prof Serv-Investment Fee	5,000.00	(5,000.00)	-	Removing Budget from OS&P Fund
201110-540415	Prof Serv-Bank Charges	1,200.00	(1,200.00)	-	Removing Budget from OS&P Fund
201110-540900	Prof Serv-Other	300,000.00	(300,000.00)	-	Removing Budget from OS&P Fund
201433-511000	Regular Salaries	88,507.00	(88,507.00)	-	Removing Budget from OS&P Fund
201433-511200	Overtime Pay	2,210.00	(2,210.00)	-	Removing Budget from OS&P Fund
201433-512000	FICA Expense	6,728.00	(6,728.00)	-	Removing Budget from OS&P Fund
201433-512100	Retirement Contribution	5,894.00	(5,894.00)	-	Removing Budget from OS&P Fund
201433-512200	Workers Compensation	940.00	(940.00)	-	Removing Budget from OS&P Fund
201433-513000	Medical Insurance	12,151.00	(12,151.00)	-	Removing Budget from OS&P Fund
201433-513100	Dental Insurance	902.00	(902.00)	-	Removing Budget from OS&P Fund
201433-513200	Vision Insurance	165.00	(165.00)	-	Removing Budget from OS&P Fund
201433-513300	Life, AD&D & LTD Insurance	746.00	(746.00)	-	Removing Budget from OS&P Fund
201433-513400	Employee Assistance Plan	27.00	(27.00)	-	Removing Budget from OS&P Fund
201433-522010	Operating Supplies-Chemicals	5,000.00	(5,000.00)	-	Removing Budget from OS&P Fund
201433-522500	Non-Capital Furn/Equip/Tools	1,000.00	(1,000.00)	-	Removing Budget from OS&P Fund
201433-522900	Miscellaneous Supplies	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201433-523100	Uniforms and Clothing	1,000.00	(1,000.00)	-	Removing Budget from OS&P Fund
201433-524360	Street Supplies-Ice Slicer	3,000.00	(3,000.00)	-	Removing Budget from OS&P Fund
201433-532220	Business and Auto Allowance	100.00	(100.00)	-	Removing Budget from OS&P Fund
201433-535010	Communication Svcs-Cell Phone	500.00	(500.00)	-	Removing Budget from OS&P Fund
201433-550020	Parts/Repairs/Maint-Equip	7,000.00	(7,000.00)	-	Removing Budget from OS&P Fund
201511-630101	Irrig Replacements & Improvs	345,000.00	(345,000.00)	-	Removing Budget from OS&P Fund
201511-640001	Machinery & Equipment	60,000.00	(60,000.00)	-	Removing Budget from OS&P Fund
201511-660292	Public Landscape Improvements	39,900.00	(39,900.00)	-	Removing Budget from OS&P Fund
201524-660300	Emergency & Maintenance Access	105,000.00	(105,000.00)	-	Removing Budget from OS&P Fund
201750-511000	Regular Salaries	306,863.00	(306,863.00)	-	Removing Budget from OS&P Fund
201750-511100	Variable Salaries	84,864.00	(84,864.00)	-	Removing Budget from OS&P Fund
201750-511200	Overtime Pay	1,990.00	(1,990.00)	-	Removing Budget from OS&P Fund
201750-512000	FICA Expense	29,127.00	(29,127.00)	-	Removing Budget from OS&P Fund
201750-512100	Retirement Contribution	20,075.00	(20,075.00)	-	Removing Budget from OS&P Fund
201750-512200	Workers Compensation	4,366.00	(4,366.00)	-	Removing Budget from OS&P Fund
201750-513000	Medical Insurance	41,569.00	(41,569.00)	-	Removing Budget from OS&P Fund
201750-513100	Dental Insurance	2,968.00	(2,968.00)	-	Removing Budget from OS&P Fund
201750-513200	Vision Insurance	564.00	(564.00)	-	Removing Budget from OS&P Fund
201750-513300	Life, AD&D & LTD Insurance	2,052.00	(2,052.00)	-	Removing Budget from OS&P Fund
201750-513400	Employee Assistance Plan	103.00	(103.00)	-	Removing Budget from OS&P Fund
201750-520100	Office Supplies	500.00	(500.00)	-	Removing Budget from OS&P Fund
201750-521100	Computer Supplies-Software	500.00	(500.00)	-	Removing Budget from OS&P Fund
201750-521200	Non-Capital Computer Hardware	2,860.00	(2,860.00)	-	Removing Budget from OS&P Fund
201750-522100	Operating Supplies-Signs	1,000.00	(1,000.00)	-	Removing Budget from OS&P Fund
201750-522500	Non-Capital Furn/Equip/Tools	4,600.00	(4,600.00)	-	Removing Budget from OS&P Fund
201750-523100	Uniforms and Clothing	4,044.00	(4,044.00)	-	Removing Budget from OS&P Fund
201750-525100	Auto Expense-Parts & Repairs	3,000.00	(3,000.00)	-	Removing Budget from OS&P Fund
201750-525200	Auto Expense-Tires	600.00	(600.00)	-	Removing Budget from OS&P Fund
201750-525300	Gas & Oil	7,600.00	(7,600.00)	-	Removing Budget from OS&P Fund
201750-531000	Ditch Assessment	2,420.00	(2,420.00)	-	Removing Budget from OS&P Fund
201750-532000	Advertising/Marketing	1,500.00	(1,500.00)	-	Removing Budget from OS&P Fund
201750-532220	Business and Auto Allowance	350.00	(350.00)	-	Removing Budget from OS&P Fund
201750-532230	Dues/Subscriptions/Books	400.00	(400.00)	-	Removing Budget from OS&P Fund
201750-533100	Boulder County Youth Corp	7,376.00	(7,376.00)	-	Removing Budget from OS&P Fund
201750-534050	Utility Services-Water	3,500.00	(3,500.00)	-	Removing Budget from OS&P Fund
201750-535010	Communication Svcs-Cell Phone	400.00	(400.00)	-	Removing Budget from OS&P Fund
201750-538101	Travel, Training, & Meetings	9,000.00	(9,000.00)	-	Removing Budget from OS&P Fund
201750-538350	Open Space Advisory Board	250.00	(250.00)	-	Removing Budget from OS&P Fund
201750-540110	Prof Serv-Engineering	830.00	(830.00)	-	Removing Budget from OS&P Fund
201750-540530	Prof Serv-Resource Management	131,000.00	(131,000.00)	-	Removing Budget from OS&P Fund
201750-540900	Prof Serv-Other	50,000.00	(50,000.00)	-	Removing Budget from OS&P Fund
201750-547000	Prof Serv-Mowing	25,000.00	(25,000.00)	-	Removing Budget from OS&P Fund
201750-547010	Prof Serv-Pest Control	5,512.00	(5,512.00)	-	Removing Budget from OS&P Fund
201750-547020	Prof Serv-Weed Control	35,000.00	(35,000.00)	-	Removing Budget from OS&P Fund

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City of Louisville, Colorado
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Changes to 2024 Expenditure Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
201750-547030	Prof Serv-Landscape Maint.	3,200.00	(3,200.00)	-	Removing Budget from OS&P Fund
201750-547031	Prof Serv Lndscp Bridge House	2,500.00	(2,500.00)	-	Removing Budget from OS&P Fund
201750-547100	Prof Serv - Tree/Hort Maint	5,000.00	(5,000.00)	-	Removing Budget from OS&P Fund
201750-550030	Parts/Repairs/Maint-Grounds	11,000.00	(11,000.00)	-	Removing Budget from OS&P Fund
201750-550260	Parts/Repairs/Maint-Ground Irr	200.00	(200.00)	-	Removing Budget from OS&P Fund
201750-580030	Vehicle/Equipment Replacement	7,407.00	(7,407.00)	-	Removing Budget from OS&P Fund
201750-580040	Computer Replacement	700.00	(700.00)	-	Removing Budget from OS&P Fund
201751-511000	Regular Salaries	829,403.00	(829,403.00)	-	Removing Budget from OS&P Fund
201751-511100	Variable Salaries	313,997.00	(313,997.00)	-	Removing Budget from OS&P Fund
201751-511200	Overtime Pay	22,050.00	(22,050.00)	-	Removing Budget from OS&P Fund
201751-512000	FICA Expense	87,281.00	(87,281.00)	-	Removing Budget from OS&P Fund
201751-512100	Retirement Contribution	55,344.00	(55,344.00)	-	Removing Budget from OS&P Fund
201751-512200	Workers Compensation	12,605.00	(12,605.00)	-	Removing Budget from OS&P Fund
201751-513000	Medical Insurance	120,195.00	(120,195.00)	-	Removing Budget from OS&P Fund
201751-513100	Dental Insurance	8,925.00	(8,925.00)	-	Removing Budget from OS&P Fund
201751-513200	Vision Insurance	1,590.00	(1,590.00)	-	Removing Budget from OS&P Fund
201751-513300	Life, AD&D & LTD Insurance	6,985.00	(6,985.00)	-	Removing Budget from OS&P Fund
201751-513400	Employee Assistance Plan	326.00	(326.00)	-	Removing Budget from OS&P Fund
201751-520100	Office Supplies	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-521100	Computer Supplies-Software	7,500.00	(7,500.00)	-	Removing Budget from OS&P Fund
201751-522010	Operating Supplies-Chemicals	4,500.00	(4,500.00)	-	Removing Budget from OS&P Fund
201751-522100	Operating Supplies-Signs	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-522110	Operating Supplies-Janitorial	8,000.00	(8,000.00)	-	Removing Budget from OS&P Fund
201751-522120	Operating Supplies-Safety	2,500.00	(2,500.00)	-	Removing Budget from OS&P Fund
201751-522170	Operating Supplies - Tree Repl	18,000.00	(18,000.00)	-	Removing Budget from OS&P Fund
201751-522200	Operating Supplies-Plant Mat.	10,000.00	(10,000.00)	-	Removing Budget from OS&P Fund
201751-522500	Non-Capital Furn/Equip/Tools	12,500.00	(12,500.00)	-	Removing Budget from OS&P Fund
201751-522900	Miscellaneous Supplies	12,000.00	(12,000.00)	-	Removing Budget from OS&P Fund
201751-523100	Uniforms and Clothing	9,000.00	(9,000.00)	-	Removing Budget from OS&P Fund
201751-525100	Auto Expense-Parts & Repairs	14,000.00	(14,000.00)	-	Removing Budget from OS&P Fund
201751-525200	Auto Expense-Tires	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-525300	Gas & Oil	38,400.00	(38,400.00)	-	Removing Budget from OS&P Fund
201751-532220	Business and Auto Allowance	500.00	(500.00)	-	Removing Budget from OS&P Fund
201751-532230	Dues/Subscriptions/Books	500.00	(500.00)	-	Removing Budget from OS&P Fund
201751-533100	Boulder County Youth Corp	7,750.00	(7,750.00)	-	Removing Budget from OS&P Fund
201751-534010	Utility Services-Electricity	22,050.00	(22,050.00)	-	Removing Budget from OS&P Fund
201751-534020	Utility Service-Trash Removal	4,460.00	(4,460.00)	-	Removing Budget from OS&P Fund
201751-534050	Utility Services-Water	222,000.00	(222,000.00)	-	Removing Budget from OS&P Fund
201751-535010	Communication Svcs-Cell Phone	3,500.00	(3,500.00)	-	Removing Budget from OS&P Fund
201751-536000	Rentals-Equipment	21,000.00	(21,000.00)	-	Removing Budget from OS&P Fund
201751-538101	Travel, Training, & Meetings	7,500.00	(7,500.00)	-	Removing Budget from OS&P Fund
201751-538999	Other Services and Charges	250.00	(250.00)	-	Removing Budget from OS&P Fund
201751-540300	Prof Serv-Custodial	30,000.00	(30,000.00)	-	Removing Budget from OS&P Fund
201751-540555	Prof Serv-Branch Site Grinding	14,000.00	(14,000.00)	-	Removing Budget from OS&P Fund
201751-540900	Prof Serv-Other	118,000.00	(118,000.00)	-	Removing Budget from OS&P Fund
201751-547000	Prof Serv-Mowing	123,500.00	(123,500.00)	-	Removing Budget from OS&P Fund
201751-547010	Prof Serv-Pest Control	3,000.00	(3,000.00)	-	Removing Budget from OS&P Fund
201751-547020	Prof Serv-Weed Control	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-547030	Prof Serv-Landscape Maint.	18,000.00	(18,000.00)	-	Removing Budget from OS&P Fund
201751-547031	Prof Serv Lndscp Bridge House	90,000.00	(90,000.00)	-	Removing Budget from OS&P Fund
201751-547100	Prof Serv - Tree/Hort Maint	40,000.00	(40,000.00)	-	Removing Budget from OS&P Fund
201751-547110	Prof Serv - Conc/Sidewalk/Trl	18,000.00	(18,000.00)	-	Removing Budget from OS&P Fund
201751-547120	Prof Serv - Tennis Crt Repairs	16,000.00	(16,000.00)	-	Removing Budget from OS&P Fund
201751-550000	Parts/Repairs/Maint-Bldgs/Fac	6,500.00	(6,500.00)	-	Removing Budget from OS&P Fund
201751-550020	Parts/Repairs/Maint-Equip	25,000.00	(25,000.00)	-	Removing Budget from OS&P Fund
201751-550030	Parts/Repairs/Maint-Grounds	40,000.00	(40,000.00)	-	Removing Budget from OS&P Fund
201751-550070	Parts/Repairs/Maint-HVAC	1,500.00	(1,500.00)	-	Removing Budget from OS&P Fund
201751-550140	Parts/Repairs/Maint-Painting	2,500.00	(2,500.00)	-	Removing Budget from OS&P Fund
201751-550160	Parts/Repairs/Maint-Electrical	1,000.00	(1,000.00)	-	Removing Budget from OS&P Fund
201751-550170	Parts/Repairs/Maint-Plumbing	3,000.00	(3,000.00)	-	Removing Budget from OS&P Fund
201751-550180	Parts/Repairs/Maint-Lighting	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-550240	Parts/Repairs/Maint-Memorials	2,000.00	(2,000.00)	-	Removing Budget from OS&P Fund
201751-550260	Parts/Repairs/Maint-Ground Irr	30,000.00	(30,000.00)	-	Removing Budget from OS&P Fund
201751-550280	Parts/Repairs/Maint-Other	8,000.00	(8,000.00)	-	Removing Budget from OS&P Fund
201751-580030	Vehicle/Equipment Replacement	58,329.00	(58,329.00)	-	Removing Budget from OS&P Fund
201751-580040	Computer Replacement	1,400.00	(1,400.00)	-	Removing Budget from OS&P Fund
201755-511000	Regular Salaries	4,559.00	(4,559.00)	-	Removing Budget from OS&P Fund
201755-512000	FICA Expense	325.00	(325.00)	-	Removing Budget from OS&P Fund
201755-512100	Retirement Contribution	296.00	(296.00)	-	Removing Budget from OS&P Fund
201755-512200	Workers Compensation	42.00	(42.00)	-	Removing Budget from OS&P Fund
201755-513000	Medical Insurance	412.00	(412.00)	-	Removing Budget from OS&P Fund
201755-513100	Dental Insurance	29.00	(29.00)	-	Removing Budget from OS&P Fund
201755-513200	Vision Insurance	6.00	(6.00)	-	Removing Budget from OS&P Fund
201755-513300	Life, AD&D & LTD Insurance	34.00	(34.00)	-	Removing Budget from OS&P Fund
201755-535010	Communication Svcs-Cell Phone	10.00	(10.00)	-	Removing Budget from OS&P Fund

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Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
201755-540900	Prof Serv-Other	40,000.00	(40,000.00)	-	Removing Budget from OS&P Fund
201756-511000	Regular Salaries	214,026.00	(214,026.00)	-	Removing Budget from OS&P Fund
201756-511200	Overtime Pay	2,030.00	(2,030.00)	-	Removing Budget from OS&P Fund
201756-512000	FICA Expense	16,136.00	(16,136.00)	-	Removing Budget from OS&P Fund
201756-512100	Retirement Contribution	14,047.00	(14,047.00)	-	Removing Budget from OS&P Fund
201756-512200	Workers Compensation	2,330.00	(2,330.00)	-	Removing Budget from OS&P Fund
201756-513000	Medical Insurance	22,627.00	(22,627.00)	-	Removing Budget from OS&P Fund
201756-513100	Dental Insurance	1,503.00	(1,503.00)	-	Removing Budget from OS&P Fund
201756-513200	Vision Insurance	335.00	(335.00)	-	Removing Budget from OS&P Fund
201756-513300	Life, AD&D & LTD Insurance	1,871.00	(1,871.00)	-	Removing Budget from OS&P Fund
201756-513400	Employee Assistance Plan	84.00	(84.00)	-	Removing Budget from OS&P Fund
201756-520100	Office Supplies	250.00	(250.00)	-	Removing Budget from OS&P Fund
201756-523100	Uniforms and Clothing	3,440.00	(3,440.00)	-	Removing Budget from OS&P Fund
201756-532010	Public Education & Outreach	16,000.00	(16,000.00)	-	Removing Budget from OS&P Fund
201756-532220	Business and Auto Allowance	90.00	(90.00)	-	Removing Budget from OS&P Fund
201756-535010	Communication Svcs-Cell Phone	150.00	(150.00)	-	Removing Budget from OS&P Fund
201756-537030	Volunteer Appreciation	800.00	(800.00)	-	Removing Budget from OS&P Fund
201757-511000	Regular Salaries	90,243.00	(90,243.00)	-	Removing Budget from OS&P Fund
201757-511200	Overtime Pay	380.00	(380.00)	-	Removing Budget from OS&P Fund
201757-512000	FICA Expense	6,634.00	(6,634.00)	-	Removing Budget from OS&P Fund
201757-512100	Retirement Contribution	5,891.00	(5,891.00)	-	Removing Budget from OS&P Fund
201757-512200	Workers Compensation	925.00	(925.00)	-	Removing Budget from OS&P Fund
201757-513000	Medical Insurance	7,733.00	(7,733.00)	-	Removing Budget from OS&P Fund
201757-513100	Dental Insurance	566.00	(566.00)	-	Removing Budget from OS&P Fund
201757-513200	Vision Insurance	124.00	(124.00)	-	Removing Budget from OS&P Fund
201757-513300	Life, AD&D & LTD Insurance	764.00	(764.00)	-	Removing Budget from OS&P Fund
201757-513400	Employee Assistance Plan	28.00	(28.00)	-	Removing Budget from OS&P Fund
201757-522500	Non-Capital Furn/Equip/Tools	1,000.00	(1,000.00)	-	Removing Budget from OS&P Fund
201757-523100	Uniforms and Clothing	336.00	(336.00)	-	Removing Budget from OS&P Fund
201757-532220	Business and Auto Allowance	300.00	(300.00)	-	Removing Budget from OS&P Fund
201757-533100	Boulder County Youth Corp	6,574.00	(6,574.00)	-	Removing Budget from OS&P Fund
201757-535010	Communication Svcs-Cell Phone	80.00	(80.00)	-	Removing Budget from OS&P Fund
201757-547031	Prof Serv Lndscp Bridge House	2,500.00	(2,500.00)	-	Removing Budget from OS&P Fund
201757-550030	Parts/Repairs/Maint-Grounds	4,000.00	(4,000.00)	-	Removing Budget from OS&P Fund
201758-511000	Regular Salaries	26,258.00	(26,258.00)	-	Removing Budget from OS&P Fund
201758-511200	Overtime Pay	30.00	(30.00)	-	Removing Budget from OS&P Fund
201758-512000	FICA Expense	1,965.00	(1,965.00)	-	Removing Budget from OS&P Fund
201758-512100	Retirement Contribution	1,709.00	(1,709.00)	-	Removing Budget from OS&P Fund
201758-512200	Workers Compensation	291.00	(291.00)	-	Removing Budget from OS&P Fund
201758-513000	Medical Insurance	2,235.00	(2,235.00)	-	Removing Budget from OS&P Fund
201758-513100	Dental Insurance	157.00	(157.00)	-	Removing Budget from OS&P Fund
201758-513200	Vision Insurance	37.00	(37.00)	-	Removing Budget from OS&P Fund
201758-513300	Life, AD&D & LTD Insurance	220.00	(220.00)	-	Removing Budget from OS&P Fund
201758-513400	Employee Assistance Plan	7.00	(7.00)	-	Removing Budget from OS&P Fund
201758-532220	Business and Auto Allowance	30.00	(30.00)	-	Removing Budget from OS&P Fund
201758-535010	Communication Svcs-Cell Phone	10.00	(10.00)	-	Removing Budget from OS&P Fund
210110-511000	Regular Salaries		159,323.00	159,323.00	Establishing OS Expenditure Budget
210110-511200	Overtime Pay		1,000.00	1,000.00	Establishing OS Expenditure Budget
210110-512000	FICA Expense		11,550.50	11,550.50	Establishing OS Expenditure Budget
210110-512100	Retirement Contribution		11,276.00	11,276.00	Establishing OS Expenditure Budget
210110-512200	Workers Compensation		562.50	562.50	Establishing OS Expenditure Budget
210110-513000	Medical Insurance		21,384.50	21,384.50	Establishing OS Expenditure Budget
210110-513100	Dental Insurance		1,371.00	1,371.00	Establishing OS Expenditure Budget
210110-513200	Vision Insurance		268.00	268.00	Establishing OS Expenditure Budget
210110-513300	Life, AD&D & LTD Insurance		1,055.50	1,055.50	Establishing OS Expenditure Budget
210110-513400	Employee Assistance Plan		39.00	39.00	Establishing OS Expenditure Budget
210110-522500	Non-Capital Furn/Equip/Tools		300.00	300.00	Establishing OS Expenditure Budget
210110-523100	Uniforms and Clothing		105.00	105.00	Establishing OS Expenditure Budget
210110-532100	Insurance		41,815.00	41,815.00	Establishing OS Expenditure Budget
210110-532220	Business and Auto Allowance		375.00	375.00	Establishing OS Expenditure Budget
210110-535010	Communication Svcs-Cell Phone		60.00	60.00	Establishing OS Expenditure Budget
210110-540410	Prof Serv-Investment Fee		2,500.00	2,500.00	Establishing OS Expenditure Budget
210110-540415	Prof Serv-Bank Charges		600.00	600.00	Establishing OS Expenditure Budget
210110-540900	Prof Serv-Other		150,000.00	150,000.00	Establishing OS Expenditure Budget
210433-511000	Regular Salaries		44,253.50	44,253.50	Establishing OS Expenditure Budget
210433-511200	Overtime Pay		1,105.00	1,105.00	Establishing OS Expenditure Budget
210433-512000	FICA Expense		3,364.00	3,364.00	Establishing OS Expenditure Budget
210433-512100	Retirement Contribution		2,947.00	2,947.00	Establishing OS Expenditure Budget
210433-512200	Workers Compensation		470.00	470.00	Establishing OS Expenditure Budget
210433-513000	Medical Insurance		6,075.50	6,075.50	Establishing OS Expenditure Budget
210433-513100	Dental Insurance		451.00	451.00	Establishing OS Expenditure Budget
210433-513200	Vision Insurance		82.50	82.50	Establishing OS Expenditure Budget
210433-513300	Life, AD&D & LTD Insurance		373.00	373.00	Establishing OS Expenditure Budget
210433-513400	Employee Assistance Plan		13.50	13.50	Establishing OS Expenditure Budget
210524-660300	Emergency & Maintenance Access		105,000.00	105,000.00	Establishing OS Expenditure Budget

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Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
210750-511000	Regular Salaries		306,863.00	306,863.00	Establishing OS Expenditure Budget
210750-511100	Variable Salaries		84,864.00	84,864.00	Establishing OS Expenditure Budget
210750-511200	Overtime Pay		1,990.00	1,990.00	Establishing OS Expenditure Budget
210750-512000	FICA Expense		29,127.00	29,127.00	Establishing OS Expenditure Budget
210750-512100	Retirement Contribution		20,075.00	20,075.00	Establishing OS Expenditure Budget
210750-512200	Workers Compensation		4,366.00	4,366.00	Establishing OS Expenditure Budget
210750-513000	Medical Insurance		41,569.00	41,569.00	Establishing OS Expenditure Budget
210750-513100	Dental Insurance		2,968.00	2,968.00	Establishing OS Expenditure Budget
210750-513200	Vision Insurance		564.00	564.00	Establishing OS Expenditure Budget
210750-513300	Life, AD&D & LTD Insurance		2,052.00	2,052.00	Establishing OS Expenditure Budget
210750-513400	Employee Assistance Plan		103.00	103.00	Establishing OS Expenditure Budget
210750-520100	Office Supplies		500.00	500.00	Establishing OS Expenditure Budget
210750-521100	Computer Supplies-Software		500.00	500.00	Establishing OS Expenditure Budget
210750-521200	Non-Capital Computer Hardware		2,860.00	2,860.00	Establishing OS Expenditure Budget
210750-522100	Operating Supplies-Signs		1,000.00	1,000.00	Establishing OS Expenditure Budget
210750-522500	Non-Capital Furn/Equip/Tools		4,600.00	4,600.00	Establishing OS Expenditure Budget
210750-523100	Uniforms and Clothing		4,044.00	4,044.00	Establishing OS Expenditure Budget
210750-525100	Auto Expense-Parts & Repairs		3,000.00	3,000.00	Establishing OS Expenditure Budget
210750-525200	Auto Expense-Tires		600.00	600.00	Establishing OS Expenditure Budget
210750-525300	Gas & Oil		7,600.00	7,600.00	Establishing OS Expenditure Budget
210750-531000	Ditch Assessment		2,420.00	2,420.00	Establishing OS Expenditure Budget
210750-532000	Advertising/Marketing		1,500.00	1,500.00	Establishing OS Expenditure Budget
210750-532220	Business and Auto Allowance		350.00	350.00	Establishing OS Expenditure Budget
210750-532230	Dues/Subscriptions/Books		400.00	400.00	Establishing OS Expenditure Budget
210750-533100	Boulder County Youth Corp		7,376.00	7,376.00	Establishing OS Expenditure Budget
210750-534050	Utility Services-Water		3,500.00	3,500.00	Establishing OS Expenditure Budget
210750-535010	Communication Svcs-Cell Phone		400.00	400.00	Establishing OS Expenditure Budget
210750-538101	Travel, Training, & Meetings		9,000.00	9,000.00	Establishing OS Expenditure Budget
210750-538350	Open Space Advisory Board		250.00	250.00	Establishing OS Expenditure Budget
210750-540110	Prof Serv-Engineering		830.00	830.00	Establishing OS Expenditure Budget
210750-540530	Prof Serv-Resource Management		131,000.00	131,000.00	Establishing OS Expenditure Budget
210750-540900	Prof Serv-Other		50,000.00	50,000.00	Establishing OS Expenditure Budget
210750-547000	Prof Serv-Mowing		25,000.00	25,000.00	Establishing OS Expenditure Budget
210750-547010	Prof Serv-Pest Control		5,512.00	5,512.00	Establishing OS Expenditure Budget
210750-547020	Prof Serv-Weed Control		35,000.00	35,000.00	Establishing OS Expenditure Budget
210750-547030	Prof Serv-Landscape Maint.		3,200.00	3,200.00	Establishing OS Expenditure Budget
210750-547031	Prof Serv Lndscp Bridge House		2,500.00	2,500.00	Establishing OS Expenditure Budget
210750-547100	Prof Serv - Tree/Hort Maint		5,000.00	5,000.00	Establishing OS Expenditure Budget
210750-550030	Parts/Repairs/Maint-Grounds		11,000.00	11,000.00	Establishing OS Expenditure Budget
210750-550260	Parts/Repairs/Maint-Ground Irr		200.00	200.00	Establishing OS Expenditure Budget
210750-580030	Vehicle/Equipment Replacement		7,407.00	7,407.00	Establishing OS Expenditure Budget
210750-580040	Computer Replacement		700.00	700.00	Establishing OS Expenditure Budget
211751-511000	Regular Salaries		829,403.00	829,403.00	Establishing Parks Expenditure Budget
211751-511100	Variable Salaries		313,997.00	313,997.00	Establishing Parks Expenditure Budget
211751-511200	Overtime Pay		22,050.00	22,050.00	Establishing Parks Expenditure Budget
211751-512000	FICA Expense		87,281.00	87,281.00	Establishing Parks Expenditure Budget
211751-512100	Retirement Contribution		55,344.00	55,344.00	Establishing Parks Expenditure Budget
211751-512200	Workers Compensation		12,605.00	12,605.00	Establishing Parks Expenditure Budget
211751-513000	Medical Insurance		120,195.00	120,195.00	Establishing Parks Expenditure Budget
211751-513100	Dental Insurance		8,925.00	8,925.00	Establishing Parks Expenditure Budget
211751-513200	Vision Insurance		1,590.00	1,590.00	Establishing Parks Expenditure Budget
211751-513300	Life, AD&D & LTD Insurance		6,985.00	6,985.00	Establishing Parks Expenditure Budget
211751-513400	Employee Assistance Plan		326.00	326.00	Establishing Parks Expenditure Budget
211751-520100	Office Supplies		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-521100	Computer Supplies-Software		7,500.00	7,500.00	Establishing Parks Expenditure Budget
211751-522010	Operating Supplies-Chemicals		4,500.00	4,500.00	Establishing Parks Expenditure Budget
211751-522100	Operating Supplies-Signs		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-522110	Operating Supplies-Janitorial		8,000.00	8,000.00	Establishing Parks Expenditure Budget
211751-522120	Operating Supplies-Safety		2,500.00	2,500.00	Establishing Parks Expenditure Budget
211751-522170	Operating Supplies - Tree Repl		18,000.00	18,000.00	Establishing Parks Expenditure Budget
211751-522200	Operating Supplies-Plant Mat.		10,000.00	10,000.00	Establishing Parks Expenditure Budget
211751-522500	Non-Capital Furn/Equip/Tools		12,500.00	12,500.00	Establishing Parks Expenditure Budget
211751-522900	Miscellaneous Supplies		12,000.00	12,000.00	Establishing Parks Expenditure Budget
211751-523100	Uniforms and Clothing		9,000.00	9,000.00	Establishing Parks Expenditure Budget
211751-525100	Auto Expense-Parts & Repairs		14,000.00	14,000.00	Establishing Parks Expenditure Budget
211751-525200	Auto Expense-Tires		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-525300	Gas & Oil		38,400.00	38,400.00	Establishing Parks Expenditure Budget
211751-532220	Business and Auto Allowance		500.00	500.00	Establishing Parks Expenditure Budget
211751-532230	Dues/Subscriptions/Books		500.00	500.00	Establishing Parks Expenditure Budget
211751-533100	Boulder County Youth Corp		7,750.00	7,750.00	Establishing Parks Expenditure Budget
211751-534010	Utility Services-Electricity		22,050.00	22,050.00	Establishing Parks Expenditure Budget
211751-534020	Utility Service-Trash Removal		4,460.00	4,460.00	Establishing Parks Expenditure Budget
211751-534050	Utility Services-Water		222,000.00	222,000.00	Establishing Parks Expenditure Budget
211751-535010	Communication Svcs-Cell Phone		3,500.00	3,500.00	Establishing Parks Expenditure Budget
211751-536000	Rentals-Equipment		21,000.00	21,000.00	Establishing Parks Expenditure Budget

Appendix A
City of Louisville, Colorado
2024 Budget Amendment Detail
Changes to 2024 Expenditure Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
211751-538101	Travel, Training, & Meetings		7,500.00	7,500.00	Establishing Parks Expenditure Budget
211751-538999	Other Services and Charges		250.00	250.00	Establishing Parks Expenditure Budget
211751-540300	Prof Serv-Custodial		30,000.00	30,000.00	Establishing Parks Expenditure Budget
211751-540555	Prof Serv-Branch Site Grinding		14,000.00	14,000.00	Establishing Parks Expenditure Budget
211751-540900	Prof Serv-Other		118,000.00	118,000.00	Establishing Parks Expenditure Budget
211751-547000	Prof Serv-Mowing		123,500.00	123,500.00	Establishing Parks Expenditure Budget
211751-547010	Prof Serv-Pest Control		3,000.00	3,000.00	Establishing Parks Expenditure Budget
211751-547020	Prof Serv-Weed Control		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-547030	Prof Serv-Landscape Maint.		18,000.00	18,000.00	Establishing Parks Expenditure Budget
211751-547031	Prof Serv Lndscp Bridge House		90,000.00	90,000.00	Establishing Parks Expenditure Budget
211751-547100	Prof Serv - Tree/Hort Maint		40,000.00	40,000.00	Establishing Parks Expenditure Budget
211751-547110	Prof Serv - Conc/Sidewalk/Trl		18,000.00	18,000.00	Establishing Parks Expenditure Budget
211751-547120	Prof Serv - Tennis Crt Repairs		16,000.00	16,000.00	Establishing Parks Expenditure Budget
211751-550000	Parts/Repairs/Maint-Bldgs/Fac		6,500.00	6,500.00	Establishing Parks Expenditure Budget
211751-550020	Parts/Repairs/Maint-Equip		25,000.00	25,000.00	Establishing Parks Expenditure Budget
211751-550030	Parts/Repairs/Maint-Grounds		40,000.00	40,000.00	Establishing Parks Expenditure Budget
211751-550070	Parts/Repairs/Maint-HVAC		1,500.00	1,500.00	Establishing Parks Expenditure Budget
211751-550140	Parts/Repairs/Maint-Painting		2,500.00	2,500.00	Establishing Parks Expenditure Budget
211751-550160	Parts/Repairs/Maint-Electrical		1,000.00	1,000.00	Establishing Parks Expenditure Budget
211751-550170	Parts/Repairs/Maint-Plumbing		3,000.00	3,000.00	Establishing Parks Expenditure Budget
211751-550180	Parts/Repairs/Maint-Lighting		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-550240	Parts/Repairs/Maint-Memorials		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211751-550260	Parts/Repairs/Maint-Ground Irr		30,000.00	30,000.00	Establishing Parks Expenditure Budget
211751-550280	Parts/Repairs/Maint-Other		8,000.00	8,000.00	Establishing Parks Expenditure Budget
211751-580030	Vehicle/Equipment Replacement		58,329.00	58,329.00	Establishing Parks Expenditure Budget
211751-580040	Computer Replacement		1,400.00	1,400.00	Establishing Parks Expenditure Budget
210755-511000	Regular Salaries		4,559.00	4,559.00	Establishing OS Expenditure Budget
210755-512000	FICA Expense		325.00	325.00	Establishing OS Expenditure Budget
210755-512100	Retirement Contribution		296.00	296.00	Establishing OS Expenditure Budget
210755-512200	Workers Compensation		42.00	42.00	Establishing OS Expenditure Budget
210755-513000	Medical Insurance		412.00	412.00	Establishing OS Expenditure Budget
210755-513100	Dental Insurance		29.00	29.00	Establishing OS Expenditure Budget
210755-513200	Vision Insurance		6.00	6.00	Establishing OS Expenditure Budget
210755-513300	Life, AD&D & LTD Insurance		34.00	34.00	Establishing OS Expenditure Budget
210755-535010	Communication Svcs-Cell Phone		10.00	10.00	Establishing OS Expenditure Budget
210755-540900	Prof Serv-Other		40,000.00	40,000.00	Establishing OS Expenditure Budget
210756-511000	Regular Salaries		214,026.00	214,026.00	Establishing OS Expenditure Budget
210756-511200	Overtime Pay		2,030.00	2,030.00	Establishing OS Expenditure Budget
210756-512000	FICA Expense		16,136.00	16,136.00	Establishing OS Expenditure Budget
210756-512100	Retirement Contribution		14,047.00	14,047.00	Establishing OS Expenditure Budget
210756-512200	Workers Compensation		2,330.00	2,330.00	Establishing OS Expenditure Budget
210756-513000	Medical Insurance		22,627.00	22,627.00	Establishing OS Expenditure Budget
210756-513100	Dental Insurance		1,503.00	1,503.00	Establishing OS Expenditure Budget
210756-513200	Vision Insurance		335.00	335.00	Establishing OS Expenditure Budget
210756-513300	Life, AD&D & LTD Insurance		1,871.00	1,871.00	Establishing OS Expenditure Budget
210756-513400	Employee Assistance Plan		84.00	84.00	Establishing OS Expenditure Budget
210756-520100	Office Supplies		250.00	250.00	Establishing OS Expenditure Budget
210756-523100	Uniforms and Clothing		3,440.00	3,440.00	Establishing OS Expenditure Budget
210756-532010	Public Education & Outreach		16,000.00	16,000.00	Establishing OS Expenditure Budget
210756-532220	Business and Auto Allowance		90.00	90.00	Establishing OS Expenditure Budget
210756-535010	Communication Svcs-Cell Phone		150.00	150.00	Establishing OS Expenditure Budget
210756-537030	Volunteer Appreciation		800.00	800.00	Establishing OS Expenditure Budget
210757-511000	Regular Salaries		90,243.00	90,243.00	Establishing OS Expenditure Budget
210757-511200	Overtime Pay		380.00	380.00	Establishing OS Expenditure Budget
210757-512000	FICA Expense		6,634.00	6,634.00	Establishing OS Expenditure Budget
210757-512100	Retirement Contribution		5,891.00	5,891.00	Establishing OS Expenditure Budget
210757-512200	Workers Compensation		925.00	925.00	Establishing OS Expenditure Budget
210757-513000	Medical Insurance		7,733.00	7,733.00	Establishing OS Expenditure Budget
210757-513100	Dental Insurance		566.00	566.00	Establishing OS Expenditure Budget
210757-513200	Vision Insurance		124.00	124.00	Establishing OS Expenditure Budget
210757-513300	Life, AD&D & LTD Insurance		764.00	764.00	Establishing OS Expenditure Budget
210757-513400	Employee Assistance Plan		28.00	28.00	Establishing OS Expenditure Budget
210757-522500	Non-Capital Furn/Equip/Tools		1,000.00	1,000.00	Establishing OS Expenditure Budget
210757-523100	Uniforms and Clothing		336.00	336.00	Establishing OS Expenditure Budget
210757-532220	Business and Auto Allowance		300.00	300.00	Establishing OS Expenditure Budget
210757-533100	Boulder County Youth Corp		6,574.00	6,574.00	Establishing OS Expenditure Budget
210757-535010	Communication Svcs-Cell Phone		80.00	80.00	Establishing OS Expenditure Budget
210757-547031	Prof Serv Lndscp Bridge House		2,500.00	2,500.00	Establishing OS Expenditure Budget
210757-550030	Parts/Repairs/Maint-Grounds		4,000.00	4,000.00	Establishing OS Expenditure Budget
210758-511000	Regular Salaries		26,258.00	26,258.00	Establishing OS Expenditure Budget
210758-511200	Overtime Pay		30.00	30.00	Establishing OS Expenditure Budget
210758-512000	FICA Expense		1,965.00	1,965.00	Establishing OS Expenditure Budget
210758-512100	Retirement Contribution		1,709.00	1,709.00	Establishing OS Expenditure Budget
210758-512200	Workers Compensation		291.00	291.00	Establishing OS Expenditure Budget
210758-513000	Medical Insurance		2,235.00	2,235.00	Establishing OS Expenditure Budget

Appendix A
City of Louisville, Colorado
2024 Budget Amendment Detail
Changes to 2024 Expenditure Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
210758-513100	Dental Insurance		157.00	157.00	Establishing OS Expenditure Budget
210758-513200	Vision Insurance		37.00	37.00	Establishing OS Expenditure Budget
210758-513300	Life, AD&D & LTD Insurance		220.00	220.00	Establishing OS Expenditure Budget
210758-513400	Employee Assistance Plan		7.00	7.00	Establishing OS Expenditure Budget
210758-532220	Business and Auto Allowance		30.00	30.00	Establishing OS Expenditure Budget
210758-535010	Communication Svcs-Cell Phone		10.00	10.00	Establishing OS Expenditure Budget
211110-511000	Regular Salaries		159,323.00	159,323.00	Establishing Parks Expenditure Budget
211110-511200	Overtime Pay		1,000.00	1,000.00	Establishing Parks Expenditure Budget
211110-512000	FICA Expense		11,550.50	11,550.50	Establishing Parks Expenditure Budget
211110-512100	Retirement Contribution		11,276.00	11,276.00	Establishing Parks Expenditure Budget
211110-512200	Workers Compensation		562.50	562.50	Establishing Parks Expenditure Budget
211110-513000	Medical Insurance		21,384.50	21,384.50	Establishing Parks Expenditure Budget
211110-513100	Dental Insurance		1,371.00	1,371.00	Establishing Parks Expenditure Budget
211110-513200	Vision Insurance		268.00	268.00	Establishing Parks Expenditure Budget
211110-513300	Life, AD&D & LTD Insurance		1,055.50	1,055.50	Establishing Parks Expenditure Budget
211110-513400	Employee Assistance Plan		39.00	39.00	Establishing Parks Expenditure Budget
211110-522500	Non-Capital Furn/Equip/Tools		300.00	300.00	Establishing Parks Expenditure Budget
211110-523100	Uniforms and Clothing		105.00	105.00	Establishing Parks Expenditure Budget
211110-532100	Insurance		41,815.00	41,815.00	Establishing Parks Expenditure Budget
211110-532220	Business and Auto Allowance		375.00	375.00	Establishing Parks Expenditure Budget
211110-535010	Communication Svcs-Cell Phone		60.00	60.00	Establishing Parks Expenditure Budget
211110-540410	Prof Serv-Investment Fee		2,500.00	2,500.00	Establishing Parks Expenditure Budget
211110-540415	Prof Serv-Bank Charges		600.00	600.00	Establishing Parks Expenditure Budget
211110-540900	Prof Serv-Other		150,000.00	150,000.00	Establishing Parks Expenditure Budget
211433-511000	Regular Salaries		44,253.50	44,253.50	Establishing Parks Expenditure Budget
211433-511200	Overtime Pay		1,105.00	1,105.00	Establishing Parks Expenditure Budget
211433-512000	FICA Expense		3,364.00	3,364.00	Establishing Parks Expenditure Budget
211433-512100	Retirement Contribution		2,947.00	2,947.00	Establishing Parks Expenditure Budget
211433-512200	Workers Compensation		470.00	470.00	Establishing Parks Expenditure Budget
211433-513000	Medical Insurance		6,075.50	6,075.50	Establishing Parks Expenditure Budget
211433-513100	Dental Insurance		451.00	451.00	Establishing Parks Expenditure Budget
211433-513200	Vision Insurance		82.50	82.50	Establishing Parks Expenditure Budget
211433-513300	Life, AD&D & LTD Insurance		373.00	373.00	Establishing Parks Expenditure Budget
211433-513400	Employee Assistance Plan		13.50	13.50	Establishing Parks Expenditure Budget
211433-522010	Operating Supplies-Chemicals		5,000.00	5,000.00	Establishing Parks Expenditure Budget
211433-522500	Non-Capital Furn/Equip/Tools		1,000.00	1,000.00	Establishing Parks Expenditure Budget
211433-522900	Miscellaneous Supplies		2,000.00	2,000.00	Establishing Parks Expenditure Budget
211433-523100	Uniforms and Clothing		1,000.00	1,000.00	Establishing Parks Expenditure Budget
211433-524360	Street Supplies-Ice Slicer		3,000.00	3,000.00	Establishing Parks Expenditure Budget
211433-532220	Business and Auto Allowance		100.00	100.00	Establishing Parks Expenditure Budget
211433-535010	Communication Svcs-Cell Phone		500.00	500.00	Establishing Parks Expenditure Budget
211433-550020	Parts/Repairs/Maint-Equip		7,000.00	7,000.00	Establishing Parks Expenditure Budget
211511-630101	Irrig Replacements & Improvs		345,000.00	345,000.00	Establishing Parks Expenditure Budget
211511-640001	Machinery & Equipment		60,000.00	60,000.00	Establishing Parks Expenditure Budget
211511-660292	Public Landscape Improvements		39,900.00	39,900.00	Establishing Parks Expenditure Budget

Appendix B
City of Louisville, Colorado
2024 Budget Amendment Detail
Changes to 2024 Revenue Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
201001-413100	Sales Tax	2,394,000	(2,394,000)	-	Transferring Revenues to New Funds
201001-413200	Use Tax - Consumer	322,000	(322,000)	-	Transferring Revenues to New Funds
201001-414100	Use Tax - Auto	169,000	(169,000)	-	Transferring Revenues to New Funds
201001-415100	Use Tax - Building Materials	154,000	(154,000)	-	Transferring Revenues to New Funds
201001-415130	Use Tax - Site Improvements	2,260	(2,260)	-	Transferring Revenues to New Funds
201001-433000	Grant Revenues	5,000	(5,000)	-	Transferring Revenues to New Funds
201001-461100	Interest Earnings	33,840	(33,840)	-	Transferring Revenues to New Funds
201001-463100	Real Property Rental Income	40,210	(40,210)	-	Transferring Revenues to New Funds
201001-980101	Xfer from General Fund	1,017,900	(1,017,900)	-	Transferring Revenues to New Funds
201001-980302	Tfer from Impact Fee Fund	97,330	(97,330)	-	Transferring Revenues to New Funds
210001-413100	Sales Tax	-	1,995,000	1,995,000	Newly Established OS Revenues
210001-413200	Use Tax - Consumer	-	268,333	268,333	Newly Established OS Revenues
210001-414100	Use Tax - Auto	-	140,833	140,833	Newly Established OS Revenues
210001-415100	Use Tax - Building Materials	-	128,333	128,333	Newly Established OS Revenues
210001-415130	Use Tax - Site Improvements	-	1,883	1,883	Newly Established OS Revenues
210001-433000	Grant Revenues	-	2,500	2,500	Newly Established OS Revenues
210001-461100	Interest Earnings	-	16,920	16,920	Newly Established OS Revenues
210001-463100	Real Property Rental Income	-	20,105	20,105	Newly Established OS Revenues
210001-980101	Xfer from General Fund	-	-	-	Newly Established OS Revenues
210001-980302	Tfer from Impact Fee Fund	-	-	-	Newly Established OS Revenues
211001-413100	Sales Tax	-	1,197,000	1,197,000	Newly Established Parks Revenues
211001-413200	Use Tax - Consumer	-	161,000	161,000	Newly Established Parks Revenues
211001-414100	Use Tax - Auto	-	84,500	84,500	Newly Established Parks Revenues
211001-415100	Use Tax - Building Materials	-	77,000	77,000	Newly Established Parks Revenues
211001-415130	Use Tax - Site Improvements	-	1,130	1,130	Newly Established Parks Revenues
211001-433000	Grant Revenues	-	2,500	2,500	Newly Established Parks Revenues
211001-461100	Interest Earnings	-	16,920	16,920	Newly Established Parks Revenues
211001-463100	Real Property Rental Income	-	20,105	20,105	Newly Established Parks Revenues
211001-980101	Xfer from General Fund	-	1,017,900	1,017,900	Newly Established Parks Revenues
211001-980302	Tfer from Impact Fee Fund	-	97,330	97,330	Newly Established Parks Revenues
		4,235,540	1,013,753	5,249,293	

Appendix C
City of Louisville, Colorado
2024 Budget Amendment Detail
Changes to 2024 Transfers Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
201001-990210	Transfer to Open Space	-	331,814	331,814	Transferring Fund Balance to Open Space Fund
201001-990211	Transfer to Parks	-	796,175	796,175	Transferring Fund Balance to Parks Fund
210001-980201	Transfer from OS&P Fund	-	(331,814)	(331,814)	Transferring Fund Balance from OS&P to OS Fund
211001-980201	Transfer from OS&P Fund	-	(796,175)	(796,175)	Transferring Fund Balance from OS&P to Parks Fund
		-	-	-	

Appendix D
City of Louisville, Colorado
2024 Budget Amendment Detail
Increases to 2024 Open Space Budget

Account Number	Account Description	Current Budget	Proposed Amendment	Proposed Budget	Comments/Notes
210750-511000	Regular Salaries	-	188,766	188,766	Increasing Open Space budget for addtl staffing
210750-512000	FICA Expense	-	14,654	14,654	Increasing Open Space budget for addtl staffing
210750-512100	Retirement Contribution	-	12,325	12,325	Increasing Open Space budget for addtl staffing
210750-512200	Workers Compensation	-	2,458	2,458	Increasing Open Space budget for addtl staffing
210750-512300	Unemployment Compensation	-	-	-	Increasing Open Space budget for addtl staffing
210750-513000	Medical Insurance	-	27,062	27,062	Increasing Open Space budget for addtl staffing
210750-513100	Dental Insurance	-	1,781	1,781	Increasing Open Space budget for addtl staffing
210750-513200	Vision Insurance	-	331	331	Increasing Open Space budget for addtl staffing
210750-513300	Life, AD&D, LTD Insurance	-	2,530	2,530	Increasing Open Space budget for addtl staffing
210750-513400	Employee Assistance Plan	-	93	93	Increasing Open Space budget for addtl staffing
		-	250,000	250,000	

Meredyth Muth

From: Cynthia Corne
Sent: Wednesday, February 21, 2024 7:05 PM
To: City Council; Jeff Durbin; Ryder Bailey
Cc: Meredyth Muth; Adam Blackmore; Shannon Mihaly; Abby McNeal
Subject: PPLAB Statement re: 2C Budget

Importance: High

Dear Mayor Leh and City Council, City Manager Durbin, Finance Director Bailey,
From: Cynthia Corne, Chair, PPLAB on behalf of PPLAB

At the February 7th, 2024 monthly Parks and Public Landscaping Advisory Board (PPLAB) Meeting, Finance Director Bailey provided a Ballot Issue 2C Finance update. Thank you.

- While buoyed that Louisville voters passed Ballot Issue 2C, the Parks Budgets, in these first-pass scenarios, will be tight.
 - As mentioned in the Special Session and in the Parks GMMP, the City of Louisville has executed a vision that has resulted in more parks per capita than most cities our size and, as also mentioned in the GMMP, yet with similar staff levels as cities our size. Our parks are a value to our community and economy.
- The Finance Committee meets tomorrow Feb. 22, 2024 to also continue to review the implications of the 2C Ballot Language (see bottom).
- As part of the PPLAB Bylaws, our role includes Article I, Section 3B, 3 - Purpose and Duties/Duties:
 - "To advise City Council and staff on the capital and operating budget as it relates to the Parks Division."

As such, with the early scenarios and information available now from Director Bailey and staff, PPLAB wishes to provide the following advisory statement to Finance Committee, Staff, and Council.

- Director Bailey and City Clerk Muth - please include the PPLAB statement, as pertinent, in the attachments for 2C-related Finance/Other Council discussions. As we learn more in the months and years ahead, we will communicate further as needed. Thank you.

=====

February 7th meeting, February 21st communication: Statement from PPLAB for Council and Finance Committee:

"In November 2023, Louisville voters voted to sustain the current level of support for Parks and Open Space. PPLAB supports a structurally-balanced budget which will maintain the current level of support and maintenance for Parks. PPLAB would not like to see cuts to Parks to re-balance with Open Space at this time.

PPLAB encourages the City to commit funds for Open Space planning at this time. PPLAB encourages staff to remain iterative and collaborative on the budget for future years."

=====

On a related note, encouraging a “Buy Louisville. Buy Local” campaign to exceed Sales Tax projections, is another possible implication of tight budgets. More \$ will make choices easier.

Thank you again.

Sincerely,

Parks and Public Landscaping Advisory Board

Ballot Language:

Louisville Ballot Issue 2C: Open Space and Parks Sales Tax increase, extension

What it asks: “Shall the City of Louisville taxes be increased \$1,500,000 in the first full fiscal year and by such amounts as may be generated annually thereafter, beginning Jan. 1, 2024, and automatically expiring after 10 years, by the imposition of an additional .125% sales and use tax to be used solely to acquire, restore, preserve, protect and maintain open space and mitigate wildfire risks within open space areas; and shall the current .375% sales tax approved by the voters in 2012 for open space and parks purposes be extended from its current expiration date of Dec. 31, 2023, for an additional 10 years, to be equally divided between separate parks and open space funds, with the open space funds used for the purposes described above and parks funds used solely to acquire, improve and maintain parks; and shall all such sales and use tax revenues be collected, retained and spent as a voter-approved revenue change under Article X, Section 20 of the Colorado Constitution or any other law?”

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From: [H M](#)
To: [City Council](#); [Jeff Durbin](#)
Cc: [Adam Blackmore](#); [Ember Brignull](#); [Ryder Bailey](#)
Subject: Investing in and Protecting Open Space this Spring
Date: Sunday, February 25, 2024 10:10:53 PM

Dear Louisville City Council Members and City Manager,

Last November, the voters said a resounding yes to the healthy future of Open Space and Parks. Ballot Measure 2C renewed the tax, divided it equally, and increased the funding for Open Space. We are proud to have successfully led the campaign to pass 2C with 69% of the vote. The good news is the City now has \$2.5M in sales tax revenue dedicated to Open Space for 2024. The bad news is the proposed Open Space expenditure budget is not enough to start long-overdue habitat restoration, invest in OS-specific master and management planning, improve the visitor experience, initiate deferred capital projects such as system-wide wayfinding and increase critical staffing. To fix this there are two things that need to be done. First, the proposed OS expenditure budget should be increased so that it is commensurate with the projected sales tax revenue. Second, the old fund balance and the recurring annual \$1M general fund transfer should be equitably divided between OS and Parks to support both programs in the transition to the separate fund structure required by 2C and seed an acquisition reserve account. Doing this now will make a meaningful difference in 2024 and on.

We are asking you to revise the proposed budget amendment to increase the OS expenditure budget now. If the budget increase is delayed until the summer, it will be 8 months or more after the election until voters begin to see any results. With an increased operating and capital budget, the planning, hiring, and boots-on-the-ground work can begin now in our Open Spaces. Immediate needs include:

- Front-line, project management, and leadership staff
- Specific Open Space master and management plans that start with an in-depth, system-wide ecological inventory
- Hecla Lake restoration, starting with preservation fencing
-

Expanded wildfire mitigation and weed management

- Installing system-wide trail wayfinding in 2024
- A Functioning Open Space acquisition process and reserve policy and account

The text of the February 22, 2024, budget amendment presented to the Finance Committee perpetuates the historical underfunding of Open Space by

1. Allocating 100% of the annual \$1M General Fund transfer solely to Parks, leaving nothing for Open Space
2. Allocating 71% of the estimated \$1M year-end fund balance in the old combined Open Space and Parks Fund to Parks, giving just 29% to Open Space
3. Budgeting 65% of the total OS&P expenditure budget to Parks and only 35% to Open Space, continuing the uneven allocation of the past 4 years
4. Failing to establish either the 15% fund reserve required under City policy
5. Neglecting to seed an acquisition reserve

This budget amendment doesn't add up to respecting the intent of the voters' support of 2C and a 50/50 split of the .375%, plus .125% Open Space sales tax. It also isn't consistent with the City's practice of "applying revenue to Open Space first with any remainder then applied to the Parks program" as outlined in the Finance Committee materials.

We understand that while working diligently on the accounting requirement, city management and staff have also been working on sound program proposals and budget scenarios to support an amendment to the 2024 status-quo placeholder OS operating and capital budget. Please incorporate this excellent work into the March 5th budget amendment. There is still time to revise the budget amendment to increase the

OS expenditure budget and approve equitable fund balance and general fund transfers to both Parks and Open Space so that our city can ensure that both programs remain at the heart of Louisville's environment, economy, and community.

Thank you for your support of Open Space.

Best regards,
Louisville Open Space Advocates

cc: Jeff Durbin, Adam Blackmore, Ember Brignull, Ryder Bailey

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From: [Michiko Christiansen](#)
To: [City Council](#)
Cc: [Michiko Christiansen](#)
Subject: Finance commtee
Date: Thursday, February 22, 2024 12:25:27 PM
Attachments:

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Dear Finance committee:

After studying the chart provided by Ryder and LOSA, I am impressed by LOSA's chart that provided a clear understanding of what this will project in the future, and I was able to understand it better. Ryder's chart is not clear and there are missing factors that is not included into the chart.

Finding out what Ryder's proposal is about, this proposal should be revise the budget amendment to reallocate the fund balance (old funds) and annual \$1M general fund transfer more evenly between OS and Parks to support both programs instead of investing in Parks and not in OS. I recommend start funding an acquisitions reserve which would follow the spirit and intent of 2C. Increasing the 2024 placeholder OS operating and capital expense budget **now** so OS can start building the program and installing wayfinding, for example, instead of waiting for the later budget amendments later in the summer. It doesn't serve our wild lands or community to continue to wait.

This will give a sustainable and fiscally responsible budget to approve for 2024, for both Parks and Open Space to have the support to grow in their programs.

Remember we have EDI and it is important all programs to be provided equally in any form of services.

Thank you,
M. Christiansen
Louisville Resident

From: [Cathern H Smith](#)
To: [City Council](#); [Jeff Durbin](#)
Subject: 2024 Open Space Funding & Budget
Date: Thursday, February 22, 2024 10:54:56 AM
Attachments: [image.png](#)

Dear Members of the Finance Committee,

With the passage of 2C, management of our Open Spaces in conformance with the standards established in the City Charter is possible. However, the staff recommendation before you tonight severely underfunds Open Space and fails to provide enough funding to comply with the Charter's mandatory management standards. At a minimum, both the fund balance and the general fund transfer should be split 50-50.

The City Charter mandates good stewardship and preservation of our Open Space, specifically calling out the preservation and promotion of native plants, native wildlife, and their habitats.

ARTICLE 15

OPEN SPACE

Section 15-1. Open Space Article - Purpose.

The purpose of this article is to establish management standards for City-owned open space lands that:

- (a) Are consistent with good stewardship and sound ecological principles;
- (b) Preserve and promote native plants, native wildlife, and their habitats; and
- (c) Preserve and promote cultural resources, agriculture, scenic vistas, and appropriate passive recreation activities.

All six subsections of the City Charter relating to Open Space can be found at pages 54 of the PDF (page 45 of the Charter) through page 59 of the PDF(page 50 of the Charter) available at <https://www.louisvilleco.gov/home/showpublisheddocument/64/635500284987870000> Note that the City Charter envisions 4 types of Open Space: (1) preserve land, (2) protected land, (3) visitor land for passive recreation, and (4) other lands (E.g., entryway features).

Please adequately fund Open Space so that we may live up to the standards established in the City Charter and preserve our beautiful lands and the diverse beings living up on it.

Best Regards,
May you walk in birdsong for all of your days,

Cathern Smith
Ward III, Louisville

PS - Did you know that credit rating companies include Open Space in their evaluations?

cc: Mayor Leh
Members of City Council Not Serving on the Finance Committee
City Manager Durbin

From: [H M](#)
To: [City Council](#); [Jeff Durbin](#); [Ryder Bailey](#)
Subject: 2/22/24 Finance Committee Budget Amendment Resolution Issues
Date: Tuesday, February 20, 2024 10:32:06 AM

To: Finance Committee members, City Council members, City Manager, and Finance Director

From: Louisville Open Space Advocates (LOSA)

Date: February 20, 2024

Re: 2/22/24 Finance Committee Budget Amendment Resolution Issues

Thank you for continuing the work to implement Ballot Measure 2C. After reviewing the agenda for the February 22 Finance Committee meeting, we are very concerned because the proposed budget perpetuates the historical underfunding of Open Space. Not only would the recurring annual \$1 million General Fund transfer be given fully to Parks, but over 70% of the one-time Fund Balance transfer would go to Parks as well. Thus, of the \$2+ million in 2024 funds, Parks would receive over \$1.8 million and Open Space would receive just a little over \$300,000 and no seed money for Open Space acquisition. Further, this annual \$1 million General Fund transfer to Parks is designed to grow and continue to occur year after year with no provisions for an Open Space allocation.

We recognize that Parks has important ongoing needs; Open Space does as well. Not only does Open Space need a more robust budget for current requirements, but it requires catch-up funding to address the years'-long lack of budget for managing and restoring habitat through an ecologically sound, scientifically based ongoing program. The motion to approve the status quo placeholder Open Space budget as business as usual for 2024 perpetuates the problem. Postponing the increase to the Open Space operating and capital budgets until the second quarter will result in at least six months of planning, hiring, purchasing, and service delays.

In addition, this proposed allocation provides no seed funding for an Open Space property acquisitions fund. As we know from past experience, if priority parcels become available, the city must move quickly to preempt private offers for property.

The existing funds and budgets were created during the original .375% sales-tax term. Ballot Measure 2C renewed this tax and established an equal division of this portion of the tax between Open Space and Parks. It follows that a 50-50 split is an equitable approach to the fund allocations of these tax revenues, fund balances, and general fund transfers. It also respects the intent and structure approved overwhelmingly by Louisville voters.

In summary, working with city staff to develop a revised resolution that includes

- an equitable 50-50 reallocation of funds between Open Space and Parks

- a budget amendment that immediately increases the Open Space operating and capital budgets in proportion to the additional revenue to support planning and program development
- an acquisition reserve

would provide an immediate and strong return on the voters' tremendous and continuous investment in our open space and parks. We believe that revising this resolution would give the Council a sustainable and fiscally responsible budget to approve for 2024, continue to support Parks, and make progress on protecting and preserving Open Space in Louisville.

Thank you,
Louisville Open Space Advocates (LOSA)

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First Amendment to Citywide 2024 Budget - Establishing Open Space and Parks Funds

Ryder Bailey, CPA
Finance Director
March 5th, 2024



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

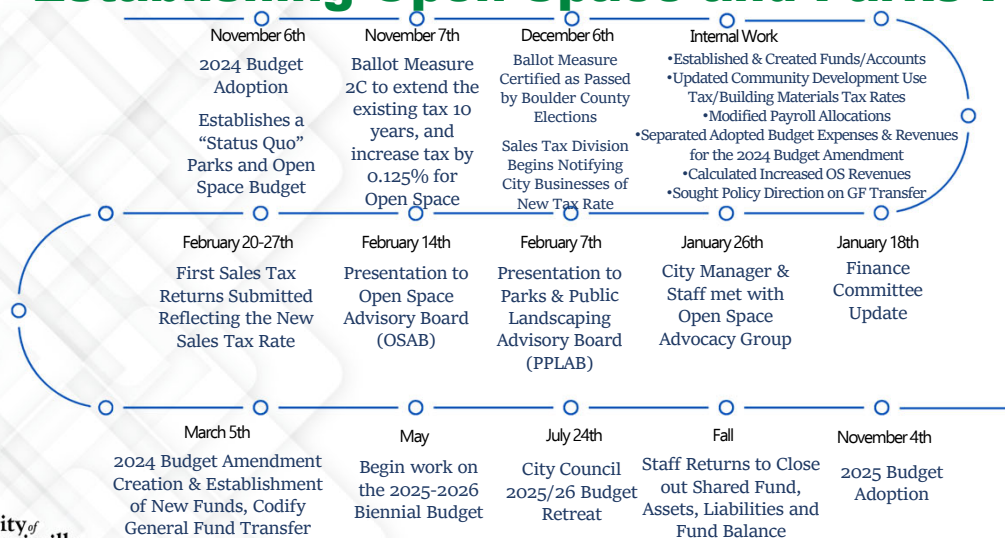
- Staff is seeking City Council's approval of the First Budget Amendment to the 2024 Budget.
- The Budget Amendment's **primary** purpose is to bifurcate the existing Open Space and Parks Shared Fund (Fund 201) into two separate and distinct funds, one for Open Space (Fund 210) and one for Parks (Fund 211) per Ballot Measure 2C and City Ordinance No. 2023-1856.
- The Budget Amendment's **secondary** purpose is to propose immediate personnel expenditures to the Open Space Fund necessary to begin implementing a variety of asset management and other Open Space needs.



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

- Resolution No. XX is the official amending document and presents the amendment by **fund**, the City’s legal level of budgetary control.
- The body of the Resolution presents the budget changes by Fund totals, a summary level of amendment detail.
- Appendices A, B, C & D to the Resolution present the amendment by line item account, the greatest level of amendment detail.

First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

Fiscal Impacts:

A. The net amount of transferring previously adopted operating and capital expenditure budgets between funds results in an amendment totaling \$0.

Broken out by Fund as follows;

a. Fund 201 – Open Space/Parks - ~~<\$5,363,529>~~

b. Fund 210 – Open Space - \$1,891,969

c. Fund 211 – Parks - \$3,471,560

Total - \$0

*Detail can be found in Attachment – Appendix A.



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

Fiscal Impacts:

B. While the initial amount of the transferring budgeted revenue and transfers between funds budget amendment is \$0, due to an increase in sales and use tax revenues for Open Space driven by the 1/8th of a cent sales and use tax increase, the amendment results in the total amount of the revenue amendment increasing by \$1,013,753.33.

Broken out by Fund as follows;

a. Fund 201 – Open Space/Parks - ~~<\$4,235,540>~~

b. Fund 210 – Open Space - \$2,573,908.33

c. Fund 211 – Parks - \$2,675,385

Total - \$1,013,753.33

*Detail can be found in Attachment – Appendix B.



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

Fiscal Impacts:

- C. The 2024 “Status Quo” Adopted budget included the planned use of Fund Balance for non-recurring expenses, as such, this amendment also requires a transfer of fund balances from the previously shared Fund (201) into each of the newly created and stand-alone funds, Fund 210 and Fund 211.

Broken out by Fund as follows;

- a. Fund 201 – Open Space/Parks – Transfer Out - <\$1,127,989>
- b. Fund 210 – Open Space – Transfer In - \$331,814
- c. Fund 211 – Parks – Transfer In - \$796,175

Total -\$0

*Detail can be found in Attachment – Appendix C.



First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

Fiscal Impacts:

- D. The City Manager Office and Open Space Divisions are proposing additional personnel expenditure appropriations to be added to the 2024 Open Space Budget as a result of anticipated increased sales tax revenues results in an amendment totaling \$250,000

Broken out by Fund as follows;

- a. Fund 210 – Open Space - \$250,000

Total -\$250,000

*Detail can be found in Attachment – Appendix D.



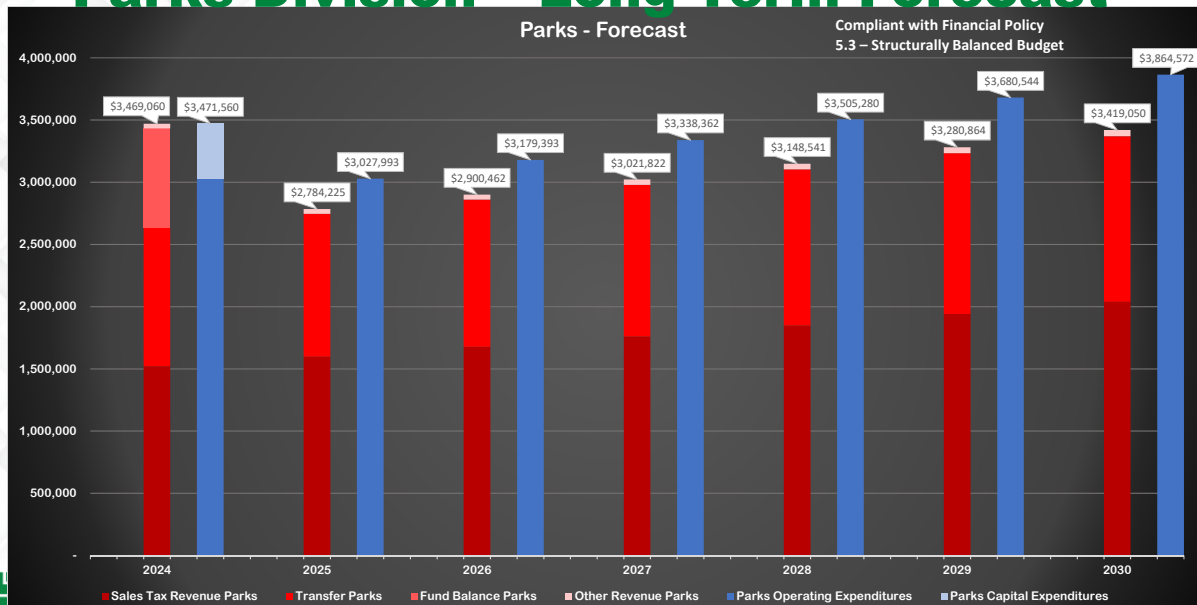
Open Space and Parks Long Term Forecast



9

3/5/2024

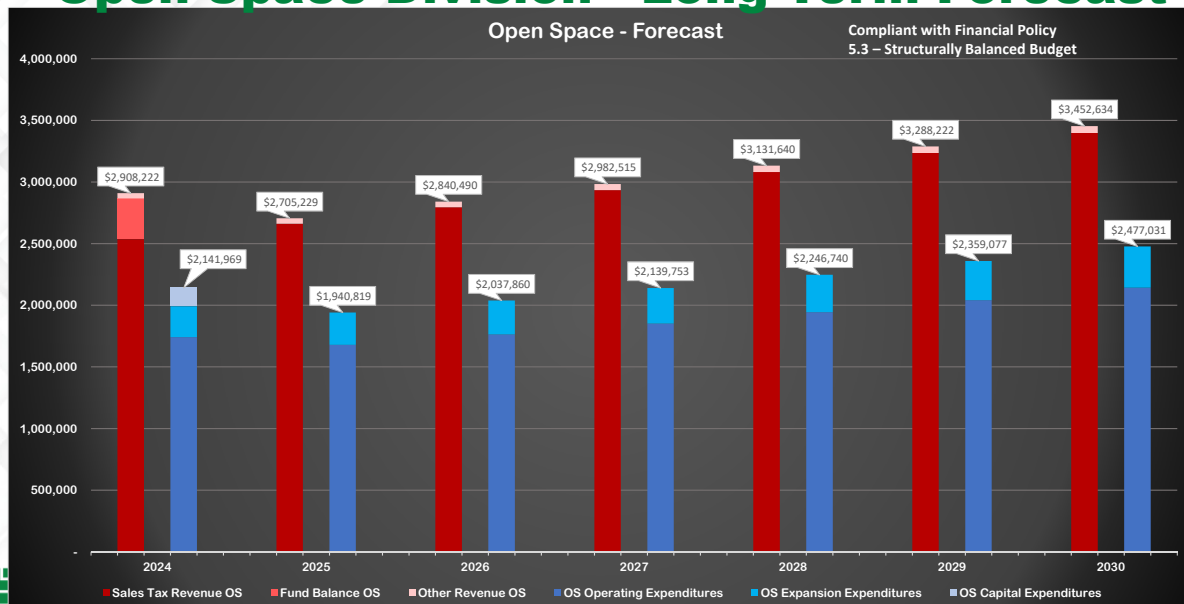
Parks Division – Long Term Forecast–



10

3/5/2024

Open Space Division - Long Term Forecast



11

3/5/2024

First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

Financial Reserve Impacts:

- This Budget Amendment transfers appropriations from the formerly shared fund, Open Space and Parks Fund, into separate and distinct Open Space and Park Funds. It **does not** establish Reserves.
- Staff is reviewing existing Reserve and Financial Policies and an Open Space Acquisition Reserve
- Upon closing the previously shared Fund for CY 2023, Staff will return to close out the former fund, including any remaining Asset, Liability and Fund Balance Accounts later this year.

First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

- Per our Budget Book, 2024 Ending Fund Balance is estimated to be ~\$1M. (Beginning FB is estimated \$1.85M at Dec 31, 2023)
- When updating Financial Policies, Staff will continue to recommend a minimum reserve of 15% of Operating Expenses for each new fund.

CITY-WIDE 2024 BUDGET SUMMARY

The following table summarizes the projected fiscal impact of the 2024 Operating & Capital Budget on each fund's revenue, expenditures, and fund balances.

City of Louisville, Colorado Summary of Revenue, Expenditures, and Changes to Fund Balances All Funds 2024 Budget							
Fund Number	Fund Description	Beginning Fund Balance	Revenue & Other Sources	Expenditures & Other Uses	Ending Fund Balance	Amount of Change	Percent of Change
101	General	\$ 9,608,703	\$ 26,245,805	\$ 26,767,519 (1)	\$ 9,086,990	\$ (521,714)	-5%
201	Open Space & Parks	1,856,853	4,235,540	5,074,709 (2)	1,017,684	(839,169)	-45%



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3/5/2024

First 2024 Budget Amendment – Reso #12 Establishing Open Space and Parks Funds

- Staff presented this information to the Finance Committee on February 22nd which was approved “as to form” for information presented and contained within Appendices A, B and C. However, information contained within Appendix D was **not presented** to the Finance Committee.
- Staff’s Recommendation is for City Council to approve the First Amendment to the 2024 Citywide Budget, establishing separate and distinct Open Space and Park Funds.
- Thank you, Staff is available to answer questions.



14

3/5/2024

SUBJECT: ORDINANCE NO. 1870, SERIES 2024 – AN ORDINANCE RENAMING THE ARTS & CULTURE ADVISORY BOARD AND AMENDING THE LOUISVILLE MUNICIPAL CODE TO REFLECT THE SAME

DATE: MARCH 5, 2024

PRESENTED BY: SHARON NEMECHEK, DIRECTOR OF CULTURAL SERVICES
MEREDYTH MUTH, CITY CLERK

SUMMARY:

The members of the Arts & Culture Advisory Board and staff are requesting the City Council rename the board to the Cultural Advisory Board to better reflect the role of the board. This does not make any changes to make or duties of the board.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve Ordinance on first reading and set the public hearing for March 19, 2024.

ATTACHMENT(S):

1. Ordinance

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☒	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

**ORDINANCE NO. 1870
SERIES 2024**

**AN ORDINANCE RENAMING THE ARTS & CULTURE ADVISORY BOARD AND
AMENDING THE LOUISVILLE MUNICIPAL CODE TO REFLECT THE SAME**

WHEREAS, by Ordinance No. 1862-2023, City Council changed the name of the Louisville Cultural Council to the Louisville Arts & Culture Advisory Board (“Board”); and

WHEREAS, the Board has requested that City Council change the name of the Board to the Louisville Cultural Advisory Board; and

WHEREAS, City Council by this ordinance desires to change the name of the Board and to amend the Louisville Municipal Code to reflect the name change.

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

Section 1. The Louisville Arts & Culture Advisory Board is hereby renamed the Louisville Cultural Advisory Board.

Section 2. Section 2.20.010.B.3 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 2.20.010 Establishment of boards and commissions.

B. The following boards, commissions, and committees of the City are hereby recognized and confirmed:

3. ~~Arts & Culture~~ Cultural Advisory Board;

Section 3. Section 2.20.070 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 2.20.070 ~~Arts & culture~~ Cultural advisory board.

A. There is created and established the ~~Arts & Culture~~ Cultural Advisory Board for the City.

B. The Board shall consist of members appointed by the City Council in number and for terms as shall be as set by resolution of the City Council.

C. The Board shall serve in an advisory capacity to the City Council in matters related to the arts and culture. The powers, duties,

and responsibilities of the Board shall be as set forth by City Council resolution.

Section 4. The following definition in Section 14.20.020 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 14.20.020. - Definitions.

For purposes of this chapter, the following words or phrases shall have the following meanings

Cultural council means the Louisville Cultural Advisory Board ~~Council~~.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. 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 5th day of March, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk