City of Louisville
COLORADO • SINCE 1878

REVISED
See item 8A.

City Council

Agenda

Tuesday, April 2, 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 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.

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.

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 Contract with Velocity Constructors, Inc. for the SID Copeland Water Treatment Plant Filter Media Replacement
C. Award Contract for 2024-2025 Geotechnical Quality Testing Services
D. Approve Installation of a Memorial Sculpture and Funding for Landscape Enhancements to Create a Marshall Fire Pet Memorial at the Louisville Arboretum
E. Approval of April 9 as a Special Meeting

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. UPDATE – COMMUNITY RESILIENCE, MARSHALL FIRE RECOVERY – *continued from 3/19/24*

will be continued to the 4/16 meeting

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

B. COMMUNITY DECARBONIZATION PLAN

i. RESOLUTION NO. 18, SERIES 2024 – APPROVAL OF UPDATED DECARBONIZATION GOALS

ii. RESOLUTION NO. 19, SERIES 2024 – APPROVAL OF MOU WITH XCEL

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

C. ORDINANCE NO. 1870, SERIES 2024 – AN ORDINANCE RENAMING THE ARTS & CULTURE ADVISORY BOARD AND AMENDING THE LOUISVILLE MUNICIPAL CODE TO REFLECT THE SAME – 2nd READING – PUBLIC HEARING (advertised *Daily Camera* 3/10/24) - *continued from 3/19/24*

- 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. ORDINANCE NO. 1871, SERIES 2024 – AN ORDINANCE AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL CODE REGARDING PUBLIC ART – 1ST READING – SET PUBLIC HEARING 4/16/24

- 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 4/16/24.

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

- Wastewater Treatment Plan Solids Handling Construction Contract
- Contract for Hole 13 Cart Path Construction
- Janitorial Contract Extension
- Otak Contract for Lot Grading Inspections
- Rocky Mountain Metropolitan Airport Update
- Public Art Process Updates – 2nd Reading
- Pavement PCI/Transportation Planning
- Update Quasi-Judicial Role for OSAB / PPLAB – 1st reading
- Update to municipal campaign finance, 1st reading

CASH ACCOUNT: 001000 101001 WARRANT: 031324 03/13/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14852	GIGI YANG	CWAM CONF 042822-043022	647.05
2405	HACH COMPANY	ACCT #094039	716.00
15381	HICKS CONTRACTORS SERVICES LLC	SOUTH PLANT VALVE PARTS	2,410.00
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 3/7/24 - 3	2,205.00
3875	XCEL ENERGY	ACCT #53-1879596-1	34,657.53
3875	XCEL ENERGY	ACCT #53-1879593-8	140.41
3875	XCEL ENERGY	ACCT #53-1879595-0	953.97
	7 INVOICES	WARRANT TOTAL	41,729.96

CASH ACCOUNT: 001000 101001 WARRANT: 032124 03/21/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604	340.08
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #870159	2,380.56
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #804654	313.44
14621	CHAD ROOT	MILEAGE REIMBURSEMENT 1/1	183.58
11298	DELTA DENTAL OF COLORADO	007562-0001 APR 2024 EMPL	14,692.55
13196	ESRI INC	CUST #319832 ORDER #400	27,500.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
12666	FIDELITY NATIONAL TITLE CO	ORDER #01620.114010	750.00
6455	KAISER PERMANENTE	05920-01-16 APR 2024 EMPL	187,442.32
7735	LINCOLN FINANCIAL GROUP	000010008469 APR 2024 LIF	8,027.15
7735	LINCOLN FINANCIAL GROUP	000010008470 APR 2024 LTD	4,864.40
7735	LINCOLN FINANCIAL GROUP	000400001000-26902 MAR 20	1,923.36
7735	LINCOLN FINANCIAL GROUP	B00000001696 MAR 2024 ACC	1,578.48
15789	LIVE AT JACKS	3/22/24 JACOB LARSON TRIO	700.00
15748	PRECISION DATA & FIBER	1/9/24 REC CENTER CAMERA	2,154.00
14867	REBECCA L BENNETTI	3/12/24 WILLMAKER LEGAL S	840.00
14297	ROCKFAN ENTERTAINMENT	JOB #980 CUST ID #886	795.00
8442	VISION SERVICE PLAN	12059727 APR 2024 EMPLOYE	1,942.13
8442	VISION SERVICE PLAN	12059727 APR 2024 EMPLOYE	1,538.58
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 3/14/24 -	2,333.75
	20 INVOICES	WARRANT TOTAL	260,472.91

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15624	1882 VENTURES, LLC	BUSINESS ASSIST PACKAGE R	7,409.75
14121	ACUSHNET COMPANY	Acct #US00002149/US000602	2,613.29
14121	ACUSHNET COMPANY	Acct #US00002149/US000602	460.57
14121	ACUSHNET COMPANY	ACCT #US00002149/US000602	7,008.80
14121	ACUSHNET COMPANY	ACCT #US00002149/US000602	114.02
14121	ACUSHNET COMPANY	ACCT #US00002149/US000602	114.02
14121	ACUSHNET COMPANY	ACCT #US00002149/US000602	-2,288.00
12890	ADAMSON POLICE PRODUCTS	PADILLA ORDER #CO114870	1,393.00
12890	ADAMSON POLICE PRODUCTS	ORDER #CO116922	123.65
12890	ADAMSON POLICE PRODUCTS	K.ALVAREZ CUST #CO260	834.65
14547	ADIDAS AMERICA INC	CUST #38058001	1,058.00
14547	ADIDAS AMERICA INC	CUST #38058001	1,295.40
14547	ADIDAS AMERICA INC	CUST #38058001	153.00
14547	ADIDAS AMERICA INC	CUST #38058001	1,397.40
14547	ADIDAS AMERICA INC	CUST #38058001	56.10
14547	ADIDAS AMERICA INC	CUST #38058001	714.00
14547	ADIDAS AMERICA INC	CUST #38058001	2,637.60
14448	ADVANTAGE MOBILE UPHOLSTERY LL	repair lobby couches	1,147.48
2330	AIRGAS USA, LLC	PAYER #4201068	34.67
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604	373.38
4160	ALARM DETECTION SYSTEMS, INC.	ACCT #802604	350.00
15491	ALICE M BOYLE	INTERPRETER FOR SOCCER GA	480.00
15307	AMP ROBOTICS CORPORATION	BUSINESS ASSIST PACKAGE R	393.70
480	AV-TECH ELECTRONICS INC	CUST #10-LOU1002	702.00
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	15.96
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	22.22
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	28.88
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	46.05
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	26.10
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	22.22
15363	BERMUDA SANDS APPAREL	CUST #812732	978.45
15363	BERMUDA SANDS APPAREL	CUST #812732	1,128.45
15204	BOULDER COUNTY PUBLIC WORKS	FEB 2024 GATE FEES	1,626.77
7706	BRANNAN SAND & GRAVEL CO LLC	JOB #1488	59.74
7706	BRANNAN SAND & GRAVEL CO LLC	CUST #1488	2,413.76
1155	BROOMFIELD RENTALS INC	Acct #148	36.40

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1155	BROOMFIELD RENTALS INC	Acct #148	33.00
14403	CALLAWAY GOLF	ACCT #18883	1,291.67
14403	CALLAWAY GOLF	ACCT #18883	218.34
15790	CAMFIL USA, INC.	CUST #90943-000	100.38
15732	CARAHSOFT TECHNOLOGY CORPORATI	ORDER #23160031.02	7.00
14046	CCNC INC	2024 MEMBERSHIP FEE	100.00
248	CDW GOVERNMENT	CUST #5143572	892.06
248	CDW GOVERNMENT	CUST #5143572	115.32
248	CDW GOVERNMENT	CUST #5143572	115.32
14036	CENTER COPY BOULDER INC	M1 FORMS	263.16
4025	CINTAS CORPORATION NO. 2	CUST #10389214	287.13
4025	CINTAS CORPORATION NO. 2	CUST #12522401	320.75
4025	CINTAS CORPORATION NO. 2	CUST #12522401	320.75
15311	COAL CREEK ACE HARDWARE	BUSINESS ASSIS PACKAGE RE	23,206.68
9973	CPS DISTRIBUTORS INC	ACCT #12010000	328.40
9973	CPS DISTRIBUTORS INC	ACCT #12010000	110.36
12428	CUMMINS SALES AND SERVICE	CUST #479194	2,184.20
15745	CURTIS BLUELINE	CUST #C36657	3,722.00
1570	DANA KEPNER COMPANY INC	CUST #57400000	1,132.72
15792	DANIEL BULLER	ENTERTAINMENT 5/22/24	350.00
15190	DANIEL LASHER	MARCH INTERPRETING SERVIC	1,554.58
14182	DAWSON INFRASTRUCTURE SOLUTION	PO #3432	249.15
15683	DESIGN WORKSHOP, INC.	FEB 2024 PROJ #007131.00	15,213.56
15661	DIRSEC LLC	Replacement firewalls for	9,037.20
15302	EARTHHERO	BUSINESS ASSIST PACKAGE R	35.84
14691	EEG ENTERPRISES INC	Order #101	508.30
6258	ENVIROTECH SERVICES INC	CUST #10327	3,346.13
6258	ENVIROTECH SERVICES INC	CUST #10327	3,343.37
6258	ENVIROTECH SERVICES INC	CUST #10327	3,310.18

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
6258	ENVIROTECH SERVICES INC	CUST #10327	3,453.98
6258	ENVIROTECH SERVICES INC	CUST #10327	3,373.79
6258	ENVIROTECH SERVICES INC	CUST #10327	3,328.16
15785	EPC USA INC.	ARCTIC WOLF PLATFORM & LI	64,580.00
15144	EXCEL DRIVER SERVICES LLC	CLASS #24250	3,500.00
1945	FALCON ENVIRONMENTAL CORP	WASTEWATER VACUUM PUMP RE	145.18
1945	FALCON ENVIRONMENTAL CORP	WASTEWATER COLLECTIONS RE	483.94
14606	FEHR AND PEERS	SERVICES 1/27/24 - 2/23/2	4,730.00
13615	FELSBURG HOLT & ULLEVIG INC	SERVICES 12/1/23 - 1/31/2	320.00
14878	FERGUSON ENTERPRISES LLC #3325	CUST #45446	1,316.37
14878	FERGUSON ENTERPRISES LLC #3325	CUST #45446	390.00
13916	FERGUSON WATERWORKS	CUST #29809	1,408.32
15544	FOREUP GOLF SOFTWARE	CUST ID #AzZMxBTC5I3jf3jB	2,531.28
1175	GEORGE T SANDERS COMPANY	ACCT #5415	-84.17
1175	GEORGE T SANDERS COMPANY	ACCT #5415	-100.83
1175	GEORGE T SANDERS COMPANY	ACCT #5415	195.64
1175	GEORGE T SANDERS COMPANY	cust #5415	188.91
13347	GLOBAL EQUIPMENT COMPANY INC	CUST #244880	127.05
2405	HACH COMPANY	ACCT #094039	1,506.00
2405	HACH COMPANY	ACCT #094039	1,602.00
2405	HACH COMPANY	ACCT #094039	2,052.00
2415	HARCROS CHEMICALS INC	CUST #01605450-GOL10	931.00
15381	HICKS CONTRACTORS SERVICES LLC	WASTEWATER PLANT ROCK FOR	1,650.00
5152	HOTSY EQUIPMENT COMPANY	Parts & Maint	817.60
8833	ICONICS INC	ORDER #161005	1,964.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	1,686.80
14938	INNOVISE BUSINESS CONSULTANTS	3/20/24 - 3/20/25	171,116.00
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545	2,356.48
12462	INSTANT IMPRINTS	ACCT #10390	441.37
10772	INTEGRATED SAFETY SERVICES LLC	SEMI-ANNUAL HOOD INSPECTI	395.00

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	388.09
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	178.10
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	2,751.02
1203	JOHNSON AUTO PLAZA	VIN #3C6MR5AJ9RG162544	56,595.00
13490	JOHNSON CONTROLS FIRE PROTECTI	SERVICE REQUEST #56297516	1,653.70
13490	JOHNSON CONTROLS FIRE PROTECTI	CONTRACT #5364848	530.09
15757	JOSEPH ELLIOTT USA LLC	PO #GD22397-SHIRTS	1,205.00
11289	JVA INC	PROJ #230044.ENV	29,422.81
14273	KAREN MORALES	OCT 2023 WEBSITE AUDIT SE	154.25
8002	KINSCO LLC	JACOBS - ORDER #0016921	310.00
8002	KINSCO LLC	HAMILTON ORDER #0016422	287.49
8002	KINSCO LLC	J.STEINER ORDER #001575	269.97
8002	KINSCO LLC	K.ALVAREZ ORDER #001734	3.49
8002	KINSCO LLC	D.CRANK ORDER #0016116	113.48
15754	LIGHTHOUSE TRANSPORTATION GROU	2024 Traffic Signal Maint	37,072.50
14961	LOUISVILLE CYCLERY LLC	BUSINESS ASSIST PACKAGE R	14,004.66
15650	LOUISVILLE WATERING HOLE, INC.	BUSINESS ASSIST PACKAGE R	10,625.75
15691	MARCH, LLC	TRAFFIC SIGNAL MAINT & SU	739.65
14731	MARY MULCAHEY	BLOOMIN SENIORS SUPPLIES	148.47
14071	MARY RITTER	RUNNING H2O 3/5/24 - 3/21	861.00
13703	MCDONALD FARMS ENTERPRISES INC	CUST #30-0004131	1,999.00
14852	MEICHU YANG	REISSUE CK #45336	647.05
14852	MEICHU YANG	REISSUE CK #42712	15.72
14852	MEICHU YANG	REISSUE CK #42712	75.00
14852	MEICHU YANG	REISSUE CK #42307	40.00
14852	MEICHU YANG	REISSUE CK #42308	68.38
14852	MEICHU YANG	REISSUE CK #36503	203.84
15696	MIDWEST CARD & ID SOLUTIONS LL	CUST ID: CITY OF LOUISVIL	5,972.50
15665	MODERN FOLKLORE, LTD	BUSINESS ASSIST PACKAGE R	854.54
13926	NICOLETTI-FLATER ASSOCIATES PL	K.ALVAREZ	360.00
11342	OJ WATSON COMPANY INC	CUST PO #3204	2,144.69

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	MARK JOHNSON	REFUND LOUISVILLE REC CEN	154.00
99999	ELIZABETH COOK	REFUND LOUISVILLE REC CEN	67.00
99999	JEFF MALTESE	REFUND PERMIT #LSVL-00564	88.00
99999	MARY BRUNNER	REFUND LOUISVILLE REC CEN	134.00
99999	ALEX OLIVAS	REFUND LOUISVILLE REC CEN	52.75
99999	CRISTANDO HOUSE, INC.	JEN KENNEY CIVILIAN POLIC	165.00
14899	OTAK INC	SERVICES THROUGH 3/1/24	3,491.50
13649	OVERDRIVE INC	CUST ID #1100-0005	14.99
13649	OVERDRIVE INC	CUST ID #1100-1006	26.25
14144	PING INC	CUST #40692	13.00
14144	PING INC	CUST #40692	618.22
14144	PING INC	CUST #40692	2,771.42
14144	PING INC	CUST #40692	909.90
14144	PING INC	CUST #40692	124.90
14675	POINT AND PAY LLC	FEB 2024	6,435.55
9105	POSTMASTER	2024 Bulk Mail Postage	15,240.00
9105	POSTMASTER	PERMIT #15	320.00
13549	PUSH PEDAL PULL INC	ACCT #0002335	1,613.32
14078	RANGE SERVANT AMERICA INC	CUST ID #COAL CREEK	420.99
15296	ROCKSOL CONSULTING GROUP INC	SERVICES THROUGH 1/1/24 -	279.50
13695	ROCKY MOUNTAIN PUMP & CONTROLS	2/22/24 ANNUAL PREV MAINT	350.00
15714	ROSALIE OLSON	SPANISH CLASSES 2/14/24 -	717.50
15251	SHUMS CODA ASSOCIATES INC	JAN 2024	15,187.50
15251	SHUMS CODA ASSOCIATES INC	JAN 2024 CHANGES TO 2021	250.00
15206	SMITH POWER PRODUCTS, INC	CUST #060906 0000 JOB #	868.58
15206	SMITH POWER PRODUCTS, INC	CUST #060906 0000 JOB #	4,307.74
15206	SMITH POWER PRODUCTS, INC	CUST #060906 0000 JOB #	371.52
15780	SNARF'S LOUISVILLE LLC	BUSINESS ASSIST PACKAGE R	24,506.71
15312	SOUTH STREET MARKET LLC	BUSINESS ASSIST PACKAGE R	4,503.12
13059	SPRAGUE PEST SOLUTIONS	3/7/24 WATER TRMT S WT SO	90.75
13059	SPRAGUE PEST SOLUTIONS	3/15/24 WATER TRMT N WT	82.50
13059	SPRAGUE PEST SOLUTIONS	3/7/24 REC/SENIOR CENTER	105.00
13059	SPRAGUE PEST SOLUTIONS	3/7/24 POLICE DEPT	75.00
13059	SPRAGUE PEST SOLUTIONS	3/7/24 CITY HALL	82.50

CASH ACCOUNT: 001000 101001 WARRANT: 040224 04/02/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13059	SPRAGUE PEST SOLUTIONS	3/7/24 MUSEUM	75.00
13059	SPRAGUE PEST SOLUTIONS	3/1/24 ART CENTER & MS	75.00
13059	SPRAGUE PEST SOLUTIONS	3/15/24 CITY SERVICES	145.00
13059	SPRAGUE PEST SOLUTIONS	3/7/24 WASTE WATER TRMT	82.50
13059	SPRAGUE PEST SOLUTIONS	3/7/24 LIBRARY	75.00
15451	SYLVESTER'S MAINTENANCE & MECH	3/11/24 JOB #84136710	387.50
15237	TAFT ENGINEERING INC	ORDER #404345	262.26
15237	TAFT ENGINEERING INC	ORDER #404503	567.56
14550	TAYLOR MADE GOLF COMPANY INC	ACCT #632413	1,047.93
14550	TAYLOR MADE GOLF COMPANY INC	ACCT #632413	420.01
15758	TEXTRON E-Z-GO LLC	CUST #700012259	60.00
14288	THERMO FISHER SCIENTIFIC LLC	CUST #C16521 5 YEAR TRUN	5,300.00
15049	TODAY'S BUSINESS SOLUTIONS, IN	ANNUAL BILLING 2024-2025	1,918.75
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #TOB5E4W	299.23
13603	TOSHIBA BUSINESS SOLUTIONS INC	CUST #TOB5E4W	213.72
15763	UMOJA BIOPHARMA, INC.	BUSINESS ASSIST PACKAGE R	315,056.84
15560	USABLUEBOOK	SALES ORDER #SO3026223 A	393.69
15560	USABLUEBOOK	ACCT #69261 SALES ORDER	247.03
15560	USABLUEBOOK	CUST #69261	2,121.75
15560	USABLUEBOOK	CUST #69261	1,303.44
13790	ZAYO GROUP LLC	ACCT #018253	1,500.00
	181 INVOICES	WARRANT TOTAL	968,771.06

SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND VELOCITY CONSTRUCTORS INC FOR THE SID COPELAND WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT

DATE: APRIL 2, 2024

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

SUMMARY:

Staff recommends the approval of a contract with Velocity Constructors Inc. in the amount of $509,099 along with a 20% contingency of $106,901 for the Sid Copeland Water Treatment Plant (SCWTP) Filter Media Replacement Project. This contract is for the removal and replacement of the existing filter media along with coating rehabilitation of concrete and steel materials within the filter basins. The existing ceramic underdrain tiles will be inspected after removal of the filter media and repaired as needed.

This project is a critical component of the City's water treatment process and will ensure a reliable water supply. The existing media was last replaced in 2009. This media replacement was planned around the 15-year age mark which aligns with industry standards of filter media replacement every 10 to 20 years. Staff has also recently observed some degradation of filtering efficiency, confirming that replacement is needed. Media replacement will need to occur outside of the summer months to not interfere with water production requirements. Based on this schedule new filter media can be ordered and completely installed by March of 2025.

During the months of February and March 2024 the project was publicly advertised with (3) three contractors attending the mandatory pre-bid meeting. Staff received a total of (2) two bids as shown in the following table:

Contractor	Total Base and Optional	Base Bid	Optional Bid Items	Underdrain Tile Replacement (Each)
Velocity Constructors Inc.	$509,099	$340,619	$168,480	$7,705
Glacier Construction Co., Inc.	$828,800	$508,800	$320,000	$3,680

The base bid includes the removal and disposal of the old media as well as the installation of new filter media. Optional bid items include the coating rehabilitation of concrete and steel materials in the basin. Unit pricing was obtained for replacement of the underdrain tiles if needed after inspection. Velocity Constructors Inc. is the lowest responsive bidder for the project and both the base and optional bid items are within the project budget.

FISCAL IMPACT:

Existing Project Budget (501498-660141)	$616,000
Base Bid (Removal and Replacement of Filter Media)	**$340,619**
Optional Bid (Concrete and Steel Coating)	**$168,480**
Contingency (20%)	**$106,901**
Total Cost	**$616,000**
Remain Project Budget	$0

This project is currently in the FY2024 budget under account 501498-660141 with a total budget of $616,000. This requested contingency will allow for underdrain tile replacement and any unexpected repairs needed once the filters are taken offline and inspected.

PROGRAM/SUB-PROGRAM IMPACT:

Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent water supply. This project will ensure safe and reliable potable water production.

RECOMMENDATION:

Staff recommends City Council award the SCWTP Filter Media Replacement to Velocity Constructors Inc. for a total of $509,099, authorize staff to execute change orders up to $106,901 for project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENTS:
1. Velocity Constructors, Inc. Contract

STRATEGIC PLAN IMPACT:

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

AGREEMENT

THIS AGREEMENT is made and entered into **this 2nd day** of **April** in the year **2024** by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

VELOCITY CONSTRUCTORS, INC.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2024 SID COPELAND WTP FILTER MEDIA REPLACEMENT
PROJECT NUMBER: 501498-660141

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by **January 31, 2025** and within **300 Consecutive Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 Consecutive Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **SEVEN HUNDRED and FIFTY DOLLARS ($750)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting form the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **five hundred and nine thousand and ninety-nine** dollars and 00/100 **($509,099**) as set forth in the Bid Form of the CONTRACTOR dated **3/8/2024**.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 90 percent of the completed Work, and/or 90 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them and no claims have been made by Subcontractors or material suppliers for unpaid work or materials, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion may be in an amount equal to 100 percent of the Work completed.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid

6.2 Instruction to Bidders

6.3 Bid Form

6.4 This Agreement

6.5 General Conditions

6.6 Supplementary Conditions – N/A

6.7 General Requirements

6.8 Technical Specifications

6.9 Drawings

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. 0 to 1 exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors/References
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens
6.10.7 Notice of Award
6.10.8 Performance Bond
6.10.9 Labor and Material Payment Bond
6.10.10 Certificates of Insurance
6.10.11 Notice to Proceed
6.10.12 Contractor's Proposal Request
6.10.13 Contractor's Overtime Request
6.10.14 Field Order
6.10.15 Work Change Directive
6.10.16 Change Order
6.10.17 Application for Payment
6.10.18 Certificate of Substantial Completion
6.10.19 Claim Release
6.10.20 Final Inspection Report
6.10.21 Certificate of Final Completion
6.10.22 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

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

This Agreement will be effective on April 2nd, 2024.

OWNER: CITY OF LOUISVILLE, COLORADO	**CONTRACTOR: ____________________**
By: ____________________________ Christopher M. Leh, Mayor	By: ______________________________
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest: __________________________ Meredyth Muth, City Clerk	Attest: ______________________________
Address for giving notices:	Address for giving notices:
749 Main Street Louisville, Colorado 80027	______________________________ ______________________________
Attention: Justin Ferron, P.E.	Attention: __________________________

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: AWARD CONTRACT FOR 2024-2025 GEOTECHNICAL QUALITY TESTING SERVICES

DATE: APRIL 2, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:
Staff recommends approval of a Geotechnical Quality Testing Services contract with A.G. Wassenaar, Inc. for $195,800 for professional services in 2024 and 2025.

GEOTECHNICAL QUALITY TESTING SERVICES:
The City awards a geotechnical testing contract for material and quality testing each year for the streets, concrete, sewer, and water maintenance projects. Staff advertised the Geotechnical Quality Testing Services request for proposals for the 2024 and 2025 annual maintenance projects on January 31 and February 7, 2024. Proposals were received from the following six firms:

- Atlas Technical Consultants, LLC
- Braun Intertec Corporation
- Kumar & Associates, Inc.
- Geocal
- A.G. Wassenaar, Inc.
- TRIAX Engineering, LLC.

Proposals were reviewed based on qualifications, projected costs based on rates provided, and past performance. A.G. Wassenaar, Inc. (AGW) was selected as the most qualified and lowest cost firm. This contract award will be for two years, and the costs shown below are for 2024 and 2025 work.

FISCAL IMPACT:
The estimated annual costs of the Geotechnical Quality Testing Services are divided between the Pavement Management, Concrete Replacement, Water Line Replacement, and Sewer Utility Lines projects based on historical data. The projected funding shown below is the available budget over the next two years. Staff does not anticipate a need for a budget amendment for using the 2024 budget amounts.

Projected Funding:

Description	Account	Budget Amount
Pavement Management	301312-660012	$6,536,000
Concrete Replacement	301312-660022	$108,000
Water Line Replacement	501498-660182	$724,500
Sewer Utility Lines	502498-660297	$540,500
	Total Funding:	**$7,909,000**

Projected Expenses (Pavement Management & Concrete Replacement):

Description		Amount
2024 Concrete Base Bid (Previous Award)		($1,330,451)
2024 Concrete 15% Contingency (Previous Award)		($200,000)
2024 & 2025 Geotechnical Testing Services (This Communication)		**($3,000)**
2024 & 2025 Geotechnical Testing Services 10% Contingency (This Communication)		**($300)**
	Sub-Total (Concrete Costs):	***($1,533,751)***
Description		**Amount**
2024 Street Resurfacing Base Bid (Previous Award)		($2,227,453)
2024 Resurfacing 10% Contingency (Previous Award)		($223,000)
2024 & 2025 Geotechnical Testing Services (This Communication)		**($139,000)**
2024 & 2025 Geotechnical Testing Services 10% Contingency (This Communication)		**($13,900)**
	Sub-Total (Pavement Costs):	***($2,603,353)***
Description		**Amount**
Pavement and Curb Ramp Condition Survey*		($120,000)
2025 Concrete and Resurfacing Drafting Services*		($60,000)
2024 Alleys*		($150,000)
2024 Raised Crosswalks*		($100,000)
2024 Patching*		($250,000)
Heritage 2 Slurry*		($105,000)
On-Call Field Inspection Services (Previous Award)		($30,000)
	Sub-Total Other Work:	***($815,000)***
*Estimated costs (Future Award)	**Total Expenses (Pavement Management & Concrete Replacement):**	**($4,952,104)**

Projected Expenses (Water Line Replacement):

Description	Amount
2024 Construction Costs*	($695,900)
2024 & 2025 Geotechnical Testing Services (This Communication)	($26,000)
2024 & 2025 Geotechnical Testing Services 10% Contingency (This Communication)	($2,600)
*Estimated costs (Future Award) **Total Expenses (Water Line Replacement):**	**($724,500)**

Projected Expenses (Sewer Utility Lines):

Description	Amount
2024 Construction Costs*	($529,500)
2024 & 2025 Geotechnical Testing Services (This Communication)	($10,000)
2024 & 2025 Geotechnical Testing Services 10% Contingency (This Communication)	($1,000)
*Estimated costs (Future Award) **Total Expenses (Sewer Utility Lines):**	**($540,500)**

Summary (Pavement Management & Concrete Replacement)

Total Funding	$6,644,000
Total Expenses	($4,952,104)
Total Difference	**$1,691,896**

Summary (Water Line Replacement)

Total Funding	$724,500
Total Expenses	($724,500)
Total Difference	**$0**

Summary (Sewer Utility Lines)

Total Funding	$540,500
Total Expenses	($540,500)
Total Difference	**$0**

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

STAFF RECOMMENDATION:
Staff recommends Council authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute Geotechnical Quality Testing Services contract documents with A.G. Wassenaar, Inc. on behalf of the City for $195,800.

ATTACHMENT(S):

1. A.G. Wassenaar, Inc. Geotechnical Quality Testing Services Contract

STRATEGIC PLAN IMPACT:

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

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND A.G. WASSENAAR, INC. FOR CONSULTING SERVICES

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made and entered into this 7th day of March, 2024 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and A.G. Wassenaar, Inc., a Colorado corporation hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing geotechnical services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

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

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

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

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

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2025, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

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

7.0 INSURANCE

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

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

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) 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 Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

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

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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

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

10.1 Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation, and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2 Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.

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

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

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

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

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

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

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

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

A.G. Wassenaar, Inc.
3211 S. Zuni Street
Englewood, CO 80110
303-759-8100

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____________________________
Christopher M. Leh, Mayor

Attest:_________________________
Meredyth Muth, City Clerk

CONSULTANT: A.G. WASSENAAR, INC.

By:_____________________________

Title: President

Exhibit A – Scope of Services

AGW

A.G. WASSENAAR, INC.

February 7, 2024

City of Louisville
Department of Public Works
749 Main Street
Louisville, Colorado 80027

Attention: Mr. Geoff Nettleton

Subject: **Proposal for Geotechnical Engineering Services and/or Construction Observation Services**
2024 and 2025 Geotechnical Services and
Construction Observation Services
City of Louisville, Colorado
Proposal Number 240453

A.G. Wassenaar, Inc. (AGW) appreciates the opportunity to provide the City of Louisville our proposal for conducting the geotechnical engineering services and construction observations services for the 2024 and 2025 Utility, Asphalt Reconstruction and Resurfacing, and Concrete Replacement projects. We have enjoyed working with the City and look forward to continuing our relationship.

AGW is an AMRL, CCRL and Corps of Engineers accredited laboratory that was founded in 1972. Since that time we have strived to provide valuable services to our diverse Client base up and down the Front Range and Mountain communities of Colorado.

The municipal client is an important element of our workload with current and past clients of City of Louisville, Arapahoe, Adams, Jefferson and Boulder Counties and Lakewood, Aurora, Greenwood Village, Thornton, Commerce City and others. We understand the responsiveness needed to meet your changing schedule and needs.

We have attached our current rate structure on the attached Excel spreadsheet.

Travel time is charged portal to portal and from our office. However, that said, frequently we schedule our personnel to particular areas of town and this travel time is then shared by numerous projects, lessening the cost of each. All testing listed is conducted in-house without need for subconsultants. All reports are issued electronically via Metafield. In addition, we can provide access to Agileport, a cloud based database, so you can review all City projects test data at a single location.

Our laboratory is located in central Denver. The costs above assume typical costs we would assume for the services requested. Additional services will be invoices at the attached City of Louisville rates.

We are available to conducted many more services for the City, if the need arises.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A. G. Wassenaar, Inc.

Kyle A. Thornton
Project Manager

Reviewed by:

Kenneth R. Broseghini, P.E.
President

KAT/KRB/ajj

Exhibit B - Compensation

2024 and 2025 Geotechnical Services

Company: Contractor:

Lab Location:

Concrete testing	Hours	Rate	Amount
Field Technician			$55.00
Concrete Cylinders			$15.00
Vehicle Charge			$0.00
Hold Cylinder			$15.00
Project Management			$80.00
Clerical			$0.00
Report			$80.00
Mileage			
Concrete Testing Subtotal			$245.00
Density Testing			
Testing			$55.00
Gauge per day			$0.00
Vehicle Charge			$0.00
Project Management			$80.00
Clerical			$0.00
Mileage			$0.00
report			$80.00
Review			
Density Testing Subtotal		Total	$215.00
Extraction Gradation			
Field Technician			$55.00
Asphalt Extraction/Gradation			$100.00
Vehicle Charge			$0.00
Project Management			$80.00
Clerical			$0.00
Report			$80.00
Extraction/Gradation Subtotal		Total	$315.00
Proctor			
Soil Proctor			100.00
Testing			55.00
project management			80.00
vehicle charge			0.00
report			80.00
Proctor Subtotal			315.00
Sieve Analysis			
Field Technician			$60.00
Sieve Analysis			$70.00
Project Management			$80.00
Report			$80.00
Sieve Analysis Subtotal		Total	$290.00
Total			

2022 Construction Observation Services

Inspection		Hours	Rate	Amount
6am to 5pm				$55.00
5pm to 12am				$80.00
				$0.00
				$0.00
				$0.00
				$0.00
Report				$0.00
Mileage				
				$135.00

EXHIBIT B

2024-2025 Estimated Geotechnical Services Cost Tables

3/21/2024

PO LINE	Project	Account	% Geotech	2024 Budget	Est Geo Tech Costs	2025 Est. Budget	Est Geo Tech Costs	Rounded
1	Pavement Management (Reconstruct/Resurface)	301312 660012	1.0%	**$ 6,536,000**	$ 65,360.00	**$ 7,400,000**	$ 74,000.00	$ 139,000.00
2	Concrete Replacement	301312-660022	1.6%	**$ 108,000**	$ 1,728.00	**$ 108,000**	$ 1,728.00	$ 3,000.00
3	Water Line Replacement	501498-660182	1.4%	**$ 724,500**	$ 10,143.00	**$ 1,155,000**	$ 16,170.00	$ 26,000.00
4	Sewer Utility Lines	502498-660297	1.0%	**$ 540,500**	$ 5,405.00	**$ 462,000**	$ 4,620.00	$ 10,000.00
					$ 82,636.00		$ 96,518.00	*$ 178,000.00*
							Contingency (10%):	$ 17,800.00
							Estimated Annual Total:	**$ 195,800.00**

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5D

SUBJECT: APPROVE THE INSTALLATION OF A MEMORIAL SCULPTURE AND AUTHORIZE FUNDING FOR ASSOCIATED LANDSCAPE ENHANCEMENTS TO CREATE A MARSHALL FIRE PET MEMORIAL AT THE LOUISVILLE ARBORETUM

DATE: APRIL 2, 2024

PRESENTED BY: BRYON WEBER, PROJECT MANAGER
ADAM BLACKMORE, DIRECTOR
PARKS, RECREATION, AND OPEN SPACE DEPARTMENT

SUMMARY:
Local non-profit Louisville Rising approached City staff in hopes of establishing a memorial to pets lost as result of the Marshall Fire. In discussions with staff, the Louisville Arboretum was chosen as a desirable site given its peaceful setting and Staff's desire to revitalize the area. An existing sandstone boulder within the Arboretum was identified to serve as the foundation for the piece – a series of bronze animal sculptures to be affixed to the boulder. Louisville Rising has completed fundraising and commissioned the sculpture with the desire to donate the piece to the City following installation.

To support the memorial efforts and as part of the desired arboretum revitalization, staff recommend relocating the selected boulder in proximity to an existing stone seat wall to allow visitors an opportunity for reflection. If funding allows, a series of landscape improvements are also envisioned to enhance the memorial both visually and experientially.

Upon Council approval of the installation, Parks staff will assist with modifications to the irrigation system needed to support the proposed landscaping. Cultural Services will provide a plaque identifying the artwork and recognizing the donation. The City will need to support boulder relocation, repairs to the stone seat wall and/or landscape enhancements.

The proposed art installation and site improvements have been reviewed by the Parks and Public Landscape Advisory Board (PPLAB) and the art work posted for public input by the Cultural Advisory Board. The Board reviewed public comment and voted to accept the artwork as originally proposed. Staff are also working with legal counsel on an agreement for the donation and installation of the piece which would become City property.

The desired timeframe for public unveiling is June 2024. The artist is currently working to meet that deadline and landscape enhancements should be possible assuming authorization is given in a timely fashion.

FISCAL IMPACT:
While the sculpture is donated by the non-profit, relocation of the boulder, repair to the seat wall and any associated landscape enhancements require funding by the City. The low end, or basic improvements, is anticipated at approximately $5,000 with enhanced improvements coming to $13,000. These items were not anticipated in the development of the 2024 budget. If council supports, staff will explore potential funding options, including the City Manager's Office contingency line, and may bring forward a budget amendment as needed.

Estimated Budget – Option 1	
Sculpture & Install by Artist (Donated by non-profit, Louisville Rising)	$0
Site & Landscape (Basic Improvements Only)	$4,879.94
Total Available:	**$4,987.94**

Estimated Budget – Option 2	
Sculpture & Install by Artist (Donated by non-profit, Louisville Rising)	$0
Site & Landscape (Enhanced Improvements)	$12,988.59
Total Available:	**$12,988.59**

PROGRAM/SUB-PROGRAM IMPACT:
The recommended approval of installation and designation of funds for landscaping supports the City's value of collaboration, vision to provide a vibrant and healthy community and mission to enhance the quality of life in our community.

RECOMMENDATION:
Staff recommends City Council approve the donation by Louisville Rising, approve installation of the art piece at the Arboretum, designate a specified amount of funding for landscaping and authorize the Mayor, City Manager, Cultural Services Director, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Public Art Donation and Installation Agreement
    a. Exhibit A – Depiction of Work
    b. Exhibit B – Contract between Artist and Louisville Rising
    c. Exhibit C – Landscape Renderings
2. Sample Agreement with Green Landscape Solutions

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

PUBLIC ART INSTALLATION AND DONATION AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE, LOUISVILLE RISING, AND MICHAEL PATRICK GARMAN

1.0 PARTIES

This PUBLIC ART DONATION AGREEMENT (this "Agreement") is made and entered into this ____ day of _______, 20___ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "City"), **Louisville Rising**, a Colorado nonprofit corporation (the "Donor"), and **Michael Patrick Garman** (the "Artist").

2.0 RECITALS AND PURPOSE

2.1 Donor has commissioned Artist to create and install the artwork described and depicted in **Exhibit A**, attached hereto and incorporated herein by reference (the "Work"), which Work is to be installed at the Louisville Arboretum (the "Site").

2.2 Donor has offered to donate the Work to the City to be included as part of the City's public art collection.

2.3 The City is willing to accept the donation of the Work and to maintain and repair the Work in accordance with the terms and conditions of this Agreement.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 **Artist Responsibilities.** Artist agrees to provide the Work and to perform the specific tasks, duties and responsibilities set forth in the agreement between Artist and Donor, which is attached hereto as **Exhibit B** and incorporated herein by reference. Artist shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Work. In addition, the Artist agrees to install the Work at the Site in accordance with the following:

3.1.1 Artist shall communicate with the City via email or phone before scheduling delivery and installation. City will instruct the Artist as to when the City is ready to receive the Work. Artist shall obtain a permit from the City for the installation work. During the permitting process, Artist shall describe the installation of the Work, including the area needed for staging equipment, the equipment that will be brought onto the site, the proposed date of installation commencement, the period of time Artist will be on site to complete the installation, and whether and how pedestrian and/or vehicle traffic will need to be restricted.

3.1.2 Prior to commencing installation of the Work, Artist shall notify the City so that the City may add Artist as an additional insured under the City's general liability insurance policy. Artist shall obtain and maintain throughout the delivery and installation period automobile insurance in such amounts as are required by law.

3.1.3 Artist shall securely crate and ship completed Work to the Site and shall be responsible for uncrating and installing the Work at the Site. Unless otherwise agreed upon by the City in writing, Artist shall provide, erect, and maintain barricades, fences, lights, and other traffic control devices, and shall furnish such personnel (as the City may require) to warn the public and guard the site and shall take such other precautionary measures as are reasonably necessary to protect persons, property, and the work done under this Agreement.

3.1.4 During installation of the Work, Artist shall clean up the Site at reasonable intervals and at other times when directed by the City. At all times while finish work is being accomplished, the Site shall be kept clean, free of dust, construction debris and trash. Directly upon completion of the Work, Artist shall remove from the Site all equipment and any waste materials not previously disposed of, leaving the Site thoroughly clean and ready for the City's final inspection

3.1.5 The Work shall be fully installed and completed by Artist by July 31, 2024, unless delays are caused by the City or by events beyond the control of both parties. Any extensions of time must be agreed to in writing by both parties. Artist must notify the City when the Work is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either (i) the City agrees that the Work is fully installed and is complete consistent with the terms of this Agreement, and the City formally accepts the Work as completed; or (ii) the City does not consider the Work to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects and the time frame in which the Artist must cure before the City will issue written final acceptance.

3.2 **Donor Responsibilities.** Donor shall be solely responsible for paying Artist for the Work in accordance with the terms and conditions of the contract between Artist and Donor, attached hereto as **Exhibit B.** Within seven (7) days of the City's written final acceptance of the Work, Donor shall make final payment to Artist ("Final Payment"). The Artist and Donor agree and understand that the City shall have no responsibility for paying the Artist for the Work.

3.3 **City Responsibilities.** The City shall, at its own cost, be responsible for relocating the selected boulder in proximity to an existing stone seat wall on the Site, repairing the stone seat, installing landscape improvements, making modifications to the irrigation systems, and installing a plaque that identifies the Work, in accordance with the plans attached hereto as **Exhibit C.** The City's financial contribution to the foregoing improvements shall not exceed $ 13,000.

4.0 OWNERSHIP, DONATION AND RIGHTS RELATED TO WORK

4.1 Artist shall own the Work and bear the sole risk of loss, damage, or destruction, until (i) the Work has been delivered to and installed at the Site, (ii) the Work has been finally accepted by the City, and (iii) Final Payment has been made to the Artist by the Donor.

4.2 Donor agrees to donate the Work to the City for no compensation now or in the future. Upon Final Payment by Donor to Artist, ownership of the Work shall pass to the City; provided that, Artist will maintain common-law copyright in the Work. By entering into this Agreement, Donor hereby irrevocably donates, transfers and conveys all right, title, interest and ownership in the Work to the City and its respective successors and assigns. If requested by the City, Donor and Artist shall execute a bill of sale to effect or memorialize the transfer of ownership of the Work to the City.

4.3 In view of the intention that the Work in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City. Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a professional manner and not to market goods or services. Artist, however, may use photographic reproductions of the Work in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions used in advertising brochures, media publicity, and catalogues or other similar publications.

4.4 Any two-dimensional reproduction by the City shall contain a credit to Artist and display a copyright notice. City shall use its best efforts to credit Donor's donation of the Work in any such reproduction. Artist shall use its best efforts to give a credit reading substantially, "an original work commissioned by Louisville Rising and owned by the City of Louisville," in any public showing of the Work or reproductions thereof.

4.5 Artist shall place a copyright notice on the Work that informs the public that the Work is protected by copyright, identifies the copyright owner, and shows the year of first publication. If the copyright is registered with the U.S. Copyright Office, the Artist shall provide the City with a copy of the application for registration, the registration number, and the effective date of the registration.

4.6 To the extent the uses, modification, destruction or removal of the Work under this Agreement affect any rights Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.

4.7 Artist shall have the right of first refusal to any sale or donation of the Work during the ten (10) years following the Final Payment by Donor. Such right of first refusal shall be exercised by written notice to the City within thirty (30) days of written notification by the City. If the Artist elects to exercise its right of first refusal, it shall pay all costs associated with removal of the Work as set forth in Section 5.2, below. If the City decides to donate or sell the Work, the donee or buyer of the Work will take the Work subject to all of the Artist's rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. The City will endeavor to notify the Artist of such donation and sale and of the identity of the donee or buyer. In the event the Artist does not exercise the right of first refusal, the City may proceed to sell or donate the Work.

5.0 MAINTENANCE, REPAIR, & RESTORATION

5.1 The City recognizes that maintenance of the Work on a regular basis according to the maintenance instructions is essential to the integrity of the Work and that the City will be solely obliged to maintain the Work after the warranty period set forth in Section 6.1.7. The City shall nonetheless have the right to determine, in its sole discretion, if maintenance, repairs, and restorations to the Work will be made. To the extent practicable, and if the Artist has provided a current address pursuant to Section 18.0, during the ten years following the Final Payment, the Artist shall be given the opportunity to consult on repairs or restorations in addition to those described in the maintenance instructions.

5.2 Nothing in this Agreement shall preclude any right of the City in its sole discretion to (i) remove the Work from public display; (ii) move or relocate the Work to another location selected by the City for public display; or (iii) destroy the Work. If the City shall at any time decides to destroy the Work, the City shall notify the Artist and offer the Artist a reasonable opportunity to recover the Work at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse the City for the difference between the City's cost to recover the Work and the City's cost to destroy the Work, as reasonably determined by the City. Without limiting the generality of this section, the Artist agrees that his rights in connection with the destruction of the Work are as described in this Section; the Artist waives any greater or other rights which he might have in connection with the removal or destruction of the Work under 17 U.S.C. §106A(a) and §113.

6.0 WARRANTIES

6.1 Artist represents and warrants to the City that:

6.1.1 The Work is artistically unique, and agrees not to create or be involved in the creation of an identical artwork within 100 miles of Louisville, Colorado.

6.1.2 The Work is solely the result of the artistic effort of the Artist.

6.1.3 Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Work is unique and original and does not infringe upon any copyright and any other property or personal right

6.1.4 That neither the Work delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere.

6.1.5 The Work is free and clear of any liens or claims or encumbrances from any source whatsoever.

6.1.6 The Work, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

6.1.7 For a period of two (2) years from the date of the Final Payment, Artist agrees to replace or correct any material defects in the Work and that relate to a defect in the design, workmanship, or materials, without cost to the City. The City shall give notice to Artist of any observed material defect. If Artist fails to cure any such material defects, or to make arrangements to do so within a reasonable time satisfactory to the City, the City has the right to arrange for such replacements or corrections, and Artist must reimburse the City for the costs of any such replacements or corrections. If the City requests that Artist repair damage caused to the Work not related to the design, workmanship, or materials (e.g., by vandalism, collision, extreme environmental conditions, or other unforeseeable causes), the City will reimburse Artist for reasonable material and labor costs for such repairs, except to the extent such damage is due to a defect in design, workmanship or materials used in the Work.

6.2 Donor represents and warrants to the City that the Work has not been accepted for sale or donation elsewhere, and the Work is free and clear of any liens or claims or encumbrances from any source whatsoever.

6.3 Artist and Donor shall procure and maintain at their own expense and cost any kinds and amounts of insurance that in the Artist's and Donor's judgment may be necessary for their proper protection in the prosecution of the warranties and guaranties hereunder.

7.0 PROJECT REPRESENTATION

7.1 The City designates its Arts & Special Events Program Manager ("City's Project Manager"), as the responsible City staff to communicate with Artist during the conduct of the Work.

7.2 The Artist designates Michael Garman as its project manager and as the principal in charge who shall be providing the Work under this Agreement.

7.3 The Donor designates _______________ as the principal in charge in communicating with the City and Artist about the Work.

8.0 INDEMNIFICATION; GOVERNMENTAL IMMUNITY

8.1 To the fullest extent permitted by law, Artist agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of: (1) any injury, loss, or damage, which arise out of or are connected with the Work hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of Artist, any subcontractor of the Artist, or any officer, employee, volunteer, or agent of the Artist; and (2) copyright infringement or claim involving the Work. Artist shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. Artist shall further bear all other costs and expenses incurred by the City or Artist and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Artist. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The insurance coverage specified herein shall in no way lessen or limit the liability of the Artist under the terms of the Agreement. The Artist's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

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

9.0 QUALITY OF WORK

The Work shall be created and shipped in accordance with the highest workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that Artist and Donor shall be independent contractors and not the agent, employee or servant of the City, and that:

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

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

11.0 ASSIGNMENT

Neither Artist nor Donor shall assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

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

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date.

14.0 ENFORCEMENT

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

14.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of

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

15.0 COMPLIANCE WITH LAWS

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

16.0 NON-APPROPRIATION

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

17.0 INTEGRATION AND AMENDMENT

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

18.0 NOTICES

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

If to the City:

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

If to Artist:

Michael Patrick Garman
____
____
e-mail:______________

If to Donor:

Louisville Rising
Attn:

726 Front Street
Louisville, CO 80027, US
e-mail:_____________

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

19.0 EQUAL OPPORTUNITY EMPLOYER

19.1 Artist and Donor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Artist and Donor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Artist and Donor agree to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

20.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City, Donor and Artist, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City, Donor or Artist receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE

By:____
Christopher M. Leh

ATTEST:

____
Meredyth Muth, City Clerk

ARTIST:

Sign: ______________________________
Michael Patrick Garman

DONOR:
LOUISVILLE RISING

Sign: ______________________________

Print: ______________________________

Title: _______________________________

Exhibit A – Depiction of Work

Exhibit A – Depiction of Work

Exhibit B – Copy of Contract Between Donor and Artist

Down Dog Art
Colorado Springs, CO

Client information

Louisville Rising Pet Memorial

Project information

Creation of custom bronze sculpture consisting of life-sized likenesses of a dog, cat, hamster/gerbil, snake, bird, horseshoe, reptile, bunny incorporated on and around a boulder for placement on a concrete slab. (See attachment)

Project price and payment terms

The project is based upon a multi-piece package price project of $30,000. The project payments will be applied as follows:

-Down payment of 1/3 = $10,000

-Completion of clay sculpture 1/3 = $10,000

-Final delivery 1/3 = $10,000

Production schedule/delivery of project

Upon receipt of the Down Payment, the sculpture shall be completed within 4 months. Once the completed sculpture is approved, the pieces will be molded and delivered to the foundry for casting. The estimated casting time is 12 weeks but is subject to change based upon current lead times at the foundry.

The pieces will be delivered to Louisville at no charge. The designer will assist in placement configuration of the pieces around the boulder (provided by client). The client will assume any other insurance, or installation costs related to the project. The client will be responsible for base/concrete slab and any necessary permitting. Any alteration or deviation from the above specifications involving extra costs will be executed only upon approval with the client. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay.

Cancellation

In the event of cancellation of the project, a fee for work completed, based on the contract price and expenses already incurred, shall be paid by the client. Ownership of all copyrights and the original artwork shall be retained by Michael Patrick Garman.

Acceptance of Agreement

The above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.

Accepted By: Diran Ayandele

Signature: ______________________ Date: 5/17/23

Attachment= Design

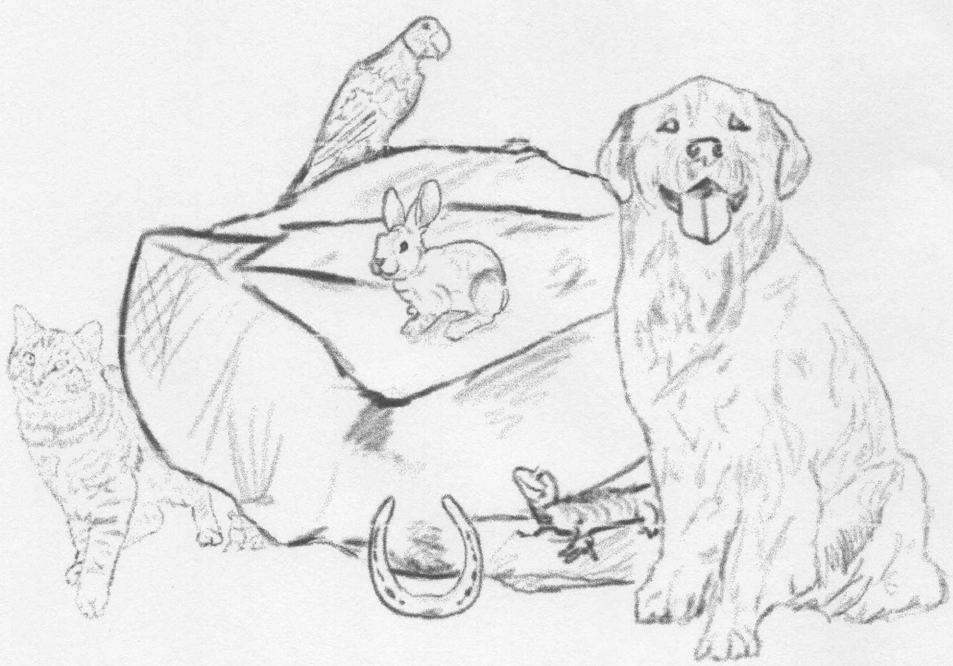


Exhibit C- Landscape Plans

Marshall Fire Pet Memorial

3/14/23

Aerial Map

Artist's Rendering (Progress Draft)

Site Photos


Selected Boulder


Proposed Location


Existing Stone Wall

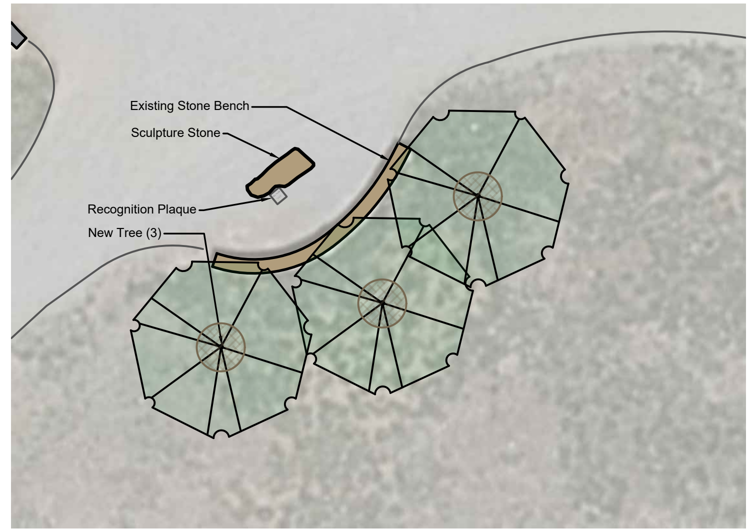
Marshall Fire Pet Memorial

3/14/23

Option 1 | Basic Improvements

Site Rendering

Site Plan

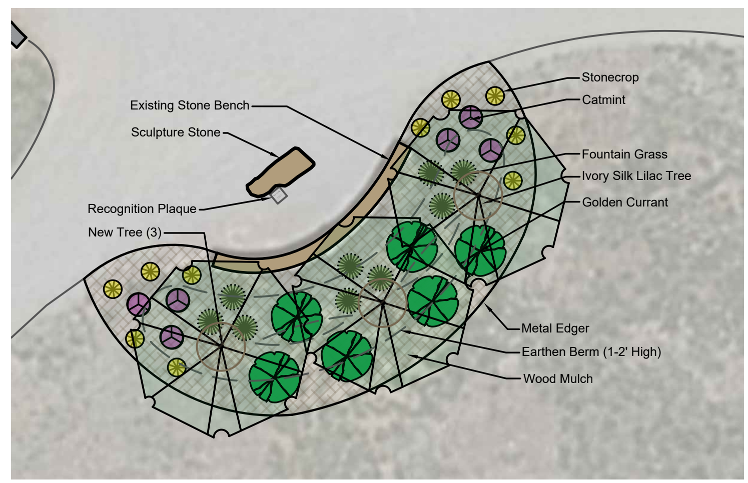


Cost: ~$5,000
Cost Includes: boulder relocation, stone wall repair, planting 3 trees

Option 2 | Enhanced Improvements

Site Rendering

Site Plan



Cost: ~$13,000
Cost Includes: boulder relocation, stone wall repair, berm enlargement, planting bed delineation, planting 3 trees, 6 shrubs, 9 grasses,16 perennials, edger and mulch installation

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND
GREEN LANDSCAPE SOLUTIONS FOR PET MEMORIAL LANDSCAPE INSTALLATION

1.0 PARTIES

This AGREEMENT FOR RESURFACING SERVICES (this "Agreement") is made and entered into this ____ day of _______, 2024 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **BeGreen Landscapes LLC**, dba Green Landscape Solutions, hereinafter referred to as the "Contractor."

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing **landscape installation services for the Pet Memorial at the Louisville Arboretum** lot as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services" or "Work").

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

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

4.0 COMPENSATION

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

4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates PROST Project Manager, Bryon Weber, as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Bryon Weber and such person's designees.

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

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to ______________, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Services are completed consistent with the City's requirements by no later than ___________, 2024.

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

7.0 INSURANCE

7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

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

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS ($400,000) 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 Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

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

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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 CONTRACTOR OBLIGATIONS AND WARRANTIES

9.1 Contractor's services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

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

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

9.3 Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor.

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **Contractor** shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

10.2. **<u>Contractor is not entitled to worker's compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some entity other than the City.</u>**

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

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

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

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

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

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

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

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

17.2 Contractor acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Contractor agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Green Landscape Solutions
Attn: Josh Wagner
150 Wells St #310
Erie, CO 80516
Telephone: (720) 468-0987

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:____________________________
Jeff Durbin, City Manager

Attest:________________________
Meredyth Muth, City Clerk

CONTRACTOR:
BEGREEN LANDSCAPING LLC

By:___________________________

Title:__________________________

CONTRACT EXHIBIT A – Scope of Work

CONTRACT EXHIBIT B – Contractor Pricing

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: APPROVAL OF APRIL 9 AS A SPECIAL MEETING

DATE: APRIL 2, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:
Staff recommends the City Council approve changing the April 9 study sessions to a special meeting to allow Council to give staff direction regarding discussion items at those meetings if needed.

The City Charter does not allow Council to give staff direction at a Study Session therefore if Council wants to do so the meeting must be called as a special meeting.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve special meeting April 9

ATTACHMENT(S):
None

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

Subject: **UPDATE – COMMUNITY RESILIENCY AND MARSHALL FIRE RECOVERY –** ***continued from 3/19/24***

DATE: **APRIL 2, 2024**

PRESENTED BY: **JEFF DURBIN, CITY MANAGER**
RYDER BAILEY, CPA, DIRECTOR OF FINANCE
ROB ZUCCARO, DIRECTOR OF COMMUNITY DEVELOPMENT
KIANA FREEMAN, RECOVERY & RESILIENCE MANAGER

Executive Summary
This document is an overall update on the recovery from the Marshall Fire as well as an overview regarding mitigation and community preparedness efforts that are being implemented by multiple divisions through the City of Louisville.

As of February 23, 2024, of the 559 homes lost from Marshall Fire, 160 homes have received certificates of occupancy. 75% of the homes destroyed by Marshall Fire (2021) are somewhere in the rebuild process. The City departments are working continuously to support the Marshall Fire recovery. This includes open space and parks projects, recovering community spaces that were impacted, construction management for neighborhoods and residents who are moving back home, public works projects to repair City facilities, and continuing to test water for the safety of the residents. The City recognizes that there is still a long road to recovery from the Fire. Projects that the City is working on include providing resources for mental health support, financial assistance, and being an advocate for the community during this time.

The Recovery and Resilience Division has been working hard over the last 7 months to begin building a disaster management program for the City of Louisville. Key initiatives for 2024 include preparedness, mitigation, response, and recovery planning. The main goal for the Recovery & Resilience Division is not only to support and lead Marshall Fire recovery projects, but to implement a resilience strategy so that the community is building back more resilience.

In addition to the new Recovery & Resilience Division, the City's Police Department and Fire Protection District are continuing to monitor public safety and implement new procedures to increase the safety of the community.

The purpose of this update is to share information while keeping City Council and the community informed on the Marshall Fire recovery progress. It is also provided to discuss next steps for mitigation and preparedness efforts. Staff are not seeking direction from City Council currently. This communication provides information on the following:

- Marshall Fire Recovery
    - Rebuilding Status
    - Public Facilities and Infrastructure Repair
    - Community Engagement
    - City's Financial Condition
    - Insurance Overview
- Preparedness & Resilience
    - Safety and Security Status
    - Louisville Fire Protection District Update
    - Open Space Mitigation
    - Recovery & Resilience Division Overview
- Next Steps

Marshall Fire Recovery

Marshall Fire Rebuilding Status:

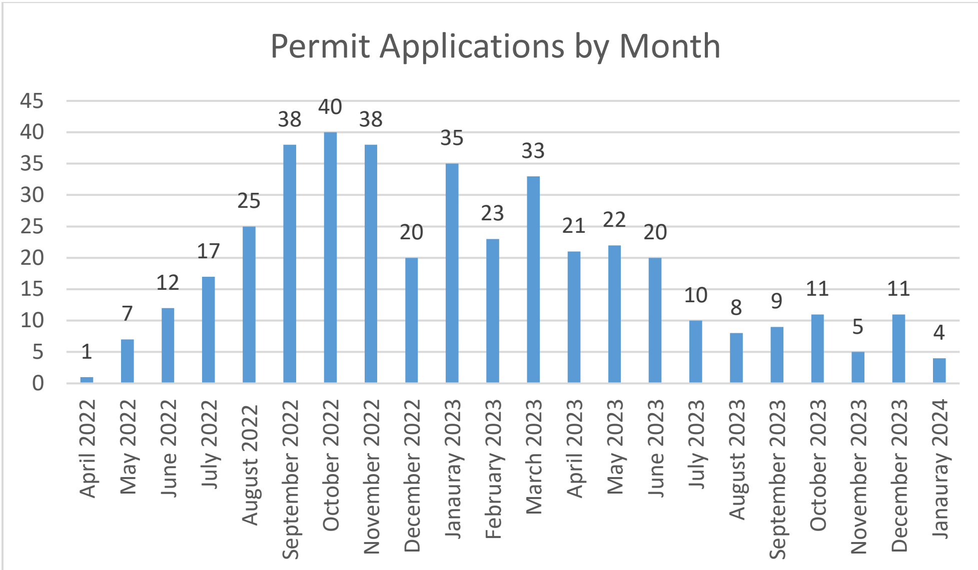
Rebuilding Progress

As of February 23, 2024, 29% of homes had received a certificate of occupancy and an additional 46% were under construction or in the permitting process. The number of permit applications for rebuilds peaked in late 2022 and remained high through the middle of 2023. The City is continuing to receive a steady stream of permit applications, but at a much lower rate. The average reported construction cost valuation is $900,771. In addition, through January 2024, of the 549 homes lost, 66 vacant lots have been sold to new owners and two completed homes sold to new owners.

Exhibit 1 - Rebuild Data (as of February 23, 2024):

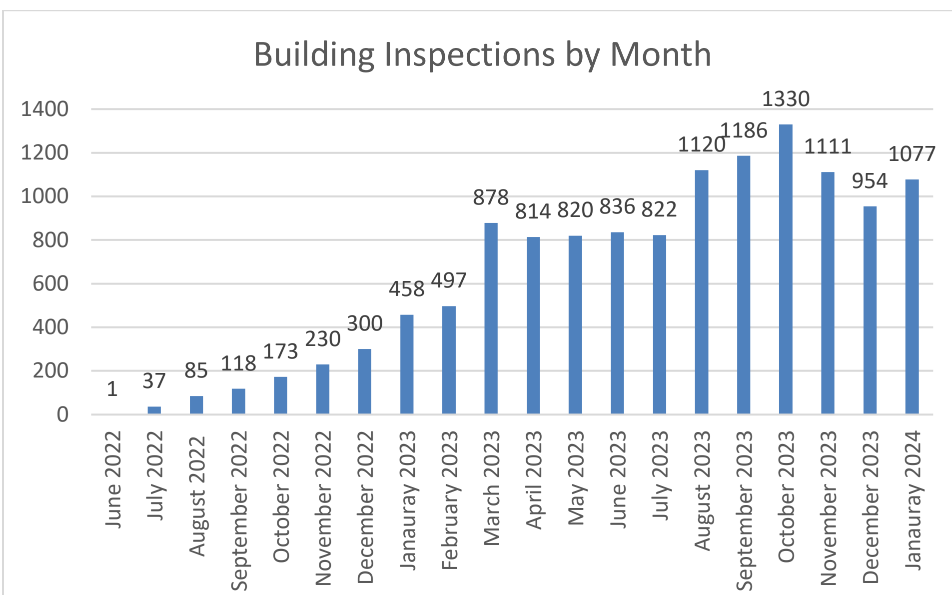
Homes Lost	549
Certificates of Occupancy	160
Under Construction	235
Permits Under Review	19
Remaining Lots Not In Process or Completed	135

Exhibit 2 - Permit Application Volume through January 2024:



The City has conducted 12,847 total building inspections as part of the rebuild effort. Inspection volumes increased significantly in the later part of 2023, peaking in October 2023, as many homeowners were wanting to complete their rebuilds before the holidays and the two-year limitation on many homeowners' Additional Living Expense (ALE) coverage was schedule to run out.

Exhibit 3 - Building Inspection Volume through January 2024:



The City also lost one commercial property in the fire at 1116 Dillon Road. This property included two strip-center commercial buildings with eight tenants. The property owner has submitted a building permit to reconstruct the commercial center.

Permit Fee Revenues
In the June 2023 Council communication, the City made a commitment to the community that City staff would develop an analysis to outline the Marshall Fire revenue v. expenditures. The staff is determined to keep this commitment in which the City's Finance and Community Development divisions are working on building out the analysis and will share more information with the community when the analysis is complete.

The City is collecting 100% of the building permit and plan review fees for all rebuild permits. The following is the total amount of plan review and permit revenues collected by the City (as of February 12, 2024):

Plan Review and Permit Fee Revenues	*$4,045,143*

These funds are used for administration of the permitting and inspection process. The staff has been anticipating the completion of an analysis of fees charged and expenses incurred to administer the rebuild process and intends to complete this review later this year for Council consideration.

City Construction Use Tax Credit Program
The City's Construction Use Tax credit program allows for a credit on the City's portion of construction use tax for those rebuilding, but not for properties that have sold to a new owner. The program was recently expanded to include permits to repair homes damaged by smoke, ash, water, or any other impacts from the fire. A Construction Use Tax covers the sales tax on construction materials used in the rebuild process. Properties that opted into the 2018 International Energy Conservation Code (IECC) rather than the 2021 IECC only receive a rebate proportional to the building area of the original home.

The following summarizes current Construction Use Tax credits issued by the City (as of January 31, 2024):

City Use Tax Credit Requests	*385*
Total Credits Issued	*$5,539,120*
Average City Use Tax Credit	*$14,930*

The total amount of Construction Use Tax collected by the City for homes on lots sold to a new owner or the proportional share of those building to the 2018 IECC (as of February 12, 2024) is listed below:

Use Tax Revenues from Properties Sold or Building to 2018 IECC	*$1,159,970*

County and State Construction Use Tax Credit Program
The County and State also have Construction Use Tax credit programs for homeowners that are rebuilding. The County's Construction Use Tax credit program is fully administered by the County. However, the State's Construction Use Tax program requires that the City process applications and issue a tax form to the homeowner for submittal to the State.

As of December 31, 2023, the City had processed 229 State Construction Use Tax credit forms for homeowners. In addition, the State Construction Use Tax credit program has created demand for homeowners to reconcile and revise their reported valuations submitted with the City-issued building permits, which would potentially allow homeowners to obtain larger State Construction Use Tax Credits. The City is currently in the process of developing a structure for reconciliation of valuation for the rebuilds.

Xcel Energy Efficiency Incentive Program
Xcel Energy is offering a series of rebates for building to minimum energy efficiency standards. As of December 2023, the following were the total registration for Louisville rebuilds in each of the rebate programs, and the rebate offered.

Home Certification Standard	Rebuilding Homeowner Incentive	New Homeowner Incentive	Louisville Participants
2021 International Energy Conservation Code	$7,500	$0	28
Energy Star v3.2	$10,000	$1,200	15
Zero Energy Ready Home v2	$12,500	$2,500	28
Energy Star + NextGen	$17,500	$5,000	42
Passive House (PHI/PHIUS)	$37,500	$15,000	4
TOTAL Participants			*117*

Construction Management
As more and more residents are moving back home, the neighborhoods are transitioning from construction zone into occupied neighborhoods. This can create some tension between ensuring that residents are provided a safe and comfortable neighborhood and facilitating efficient and quick construction. The City has developed new standards for staging on vacant lots and maintenance of vacant lots that are not under construction to help with this transition. The City also continues to have a consultant and Community Resource Officer regularly patrol the rebuild neighborhoods and work with contractors to ensure construction sites are managed appropriately.

Open Space and Parks Marshall Fire Recovery
The City of Louisville Open Space Division has completed repair to all amenities damaged in the Marshall Fire. This work includes repairs to fencing, gates, retaining walls, and trails damaged by wind impacts. The City also received a grant from the Land and Water Conservation Fund for over $250,000 which supported resurfacing the Davidson Mesa Trail (including wind damaged sections caused by the Marshall Fire).

Parks continues working to rebuild Enclave and Sunflower Parks with a goal of beginning construction in late 2024. The project was delayed in 2023 during pursuit of a matching grant from Great Outdoors Colorado. In December 2023, the City received an award of $500,000 which effectively doubles available funding to $1,000,000 total for the two parks. Phase one of the median landscape renovations, which included fire impacted areas, was substantially complete in fall 2023. Final plantings, reseeding and warranty work will be completed in spring 2024 as weather allows. The median landscape contract approved at $805,000 in June of 2023 should see final billings in the amount of approximately $755,000.

Parks has continuously worked on landscape replacements throughout the fire areas. In 2024, Parks will continue replacing trees and landscape plantings throughout the affected area focusing on the community entrances that were affected.

Public Facilities and Infrastructure Repair Status

Public Property Debris Removal (PPDR)
The City's portion of the PPDR ended up being $847,000 of the total $13,800,000 that was spent in Louisville. The City covered 100% of the cost of driveways and FEMA ineligible concrete ($150,000) with approval of the property owners. The only remaining item related to PPDR is the retainage payment to Boulder County of approximately $40,000 for the project closeout.

Water Testing
Staff continues to test the water system as houses are coming back online in accordance with CDPHE approved requirements. 826 water samples have been collected and analyzed. The combined total cost for all water testing is $653,000. The City has approx. $45,000 remaining within the contract. To date, FEMA has agreed to reimburse the City approximately $472,000 for water testing. The impacted water system has been subdivided into 24 neighborhoods with 17 completed and fully released. The seven remaining neighborhoods each have a single home in the early stages of construction and will be tested when available.

City Repairs
Public Works continues to monitor the streets and sidewalks in the burn areas as construction progresses. Emergency patching and pothole repairs are being completed

on an as-needed basis. Most of the streets in the burn areas are scheduled to be rehabilitated in 2025. Staff will monitor the rebuild progress in each subdivision and actual street rehabilitation may vary depending on progress. A few less impacted subdivisions will be completed in 2024 assuming building progresses as anticipated. FEMA has obligated the money for fire damage and PPDR incidental damages. FEMA has denied covering the cost of damages related to rebuilding after PPDR was completed but staff will continue to appeal this decision.

Marshall Fire Community Engagement

The Louisville Historical Museum and Dr. Kate Goldfarb from the CU Boulder Anthropology Department created the Marshall Fire Story Project to allow the community to share and preserve their Marshall Fire stories. These stories allow those affected by the fire to add their voices to the creation of an official historical record of the event, the aftermath, and the ongoing recovery. Story sharing sessions are offered in the hopes that the community will find comfort knowing their voices matter, and the telling of stories is a critical part of processing trauma to find healing. The MFSP team schedules and records oral histories and then processes, transcribes, and edits audio files so that they may be housed at the Louisville Historical Museum and accessed by the community and researchers. Stories are collected online via written submission as well as by conducting in-person interviews.

So far, the project team has collected 31 oral histories and 43 written stories. The Marshall Fire Two-Year Breakfast has allowed the Project to garner additional interest in people sharing their stories, and the museum is grateful for the opportunity to continue helping the community process and heal.

City's Financial Condition:

Insurance Overview

All City facilities have been repaired to date and were fully covered by insurance. The exception is windows at the Police and Court building, which are in progress and materials have been ordered. Compromised window seals were identified in the summer of 2023. All windows in the Police and Court building are being replaced and the expense fully covered by insurance.

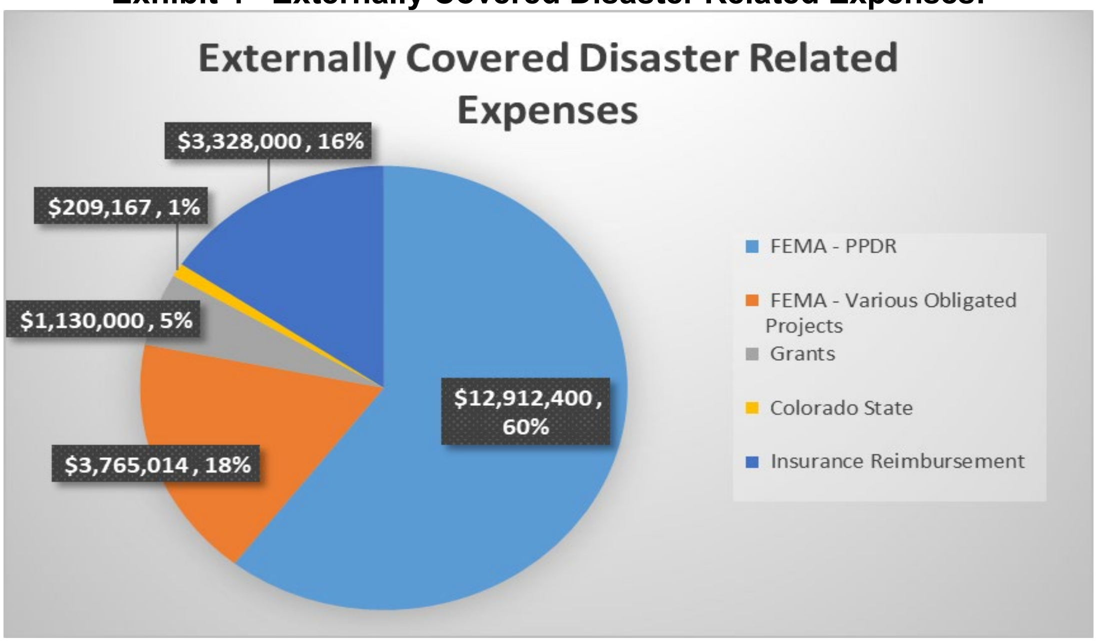
To date, the City has submitted $5,089,215 and has received $3,328,008 in payments. The difference in submitted versus received is that the submittal was deemed ineligible, exceeded coverage limits, or were covered by another source.

The Finance Department, City Manager's Office and City staff continuously monitor and track disaster related expenses to maximize external funding sources and mitigate negative financial impacts to the City. There are several financial impacts related to the

Marshall Fire, including the total impact to the organization from damage to infrastructure and facilities, disaster response, lost revenues, and assistance to homeowners.

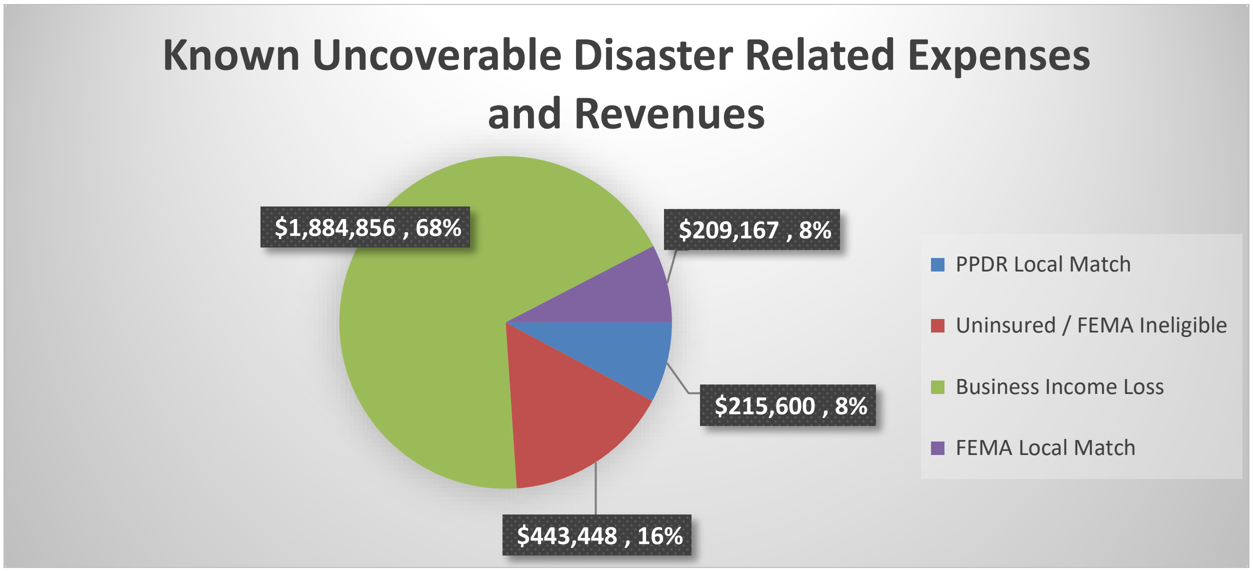
Total estimated disaster related expenses, including the Private Property Debris Removal (PPDR) program, and quantifiable revenue losses are currently estimated at $29.8M. Extensive efforts by staff have resulted in approximately 3/4ths, or $21.3M, of these expenses to be covered by external sources, such as FEMA, the State, Grants, and the City's own insurance policy. Please refer to Exhibit 4 for a breakout of Externally Covered Disaster Related Expenses.

Exhibit 4 - Externally Covered Disaster Related Expenses:



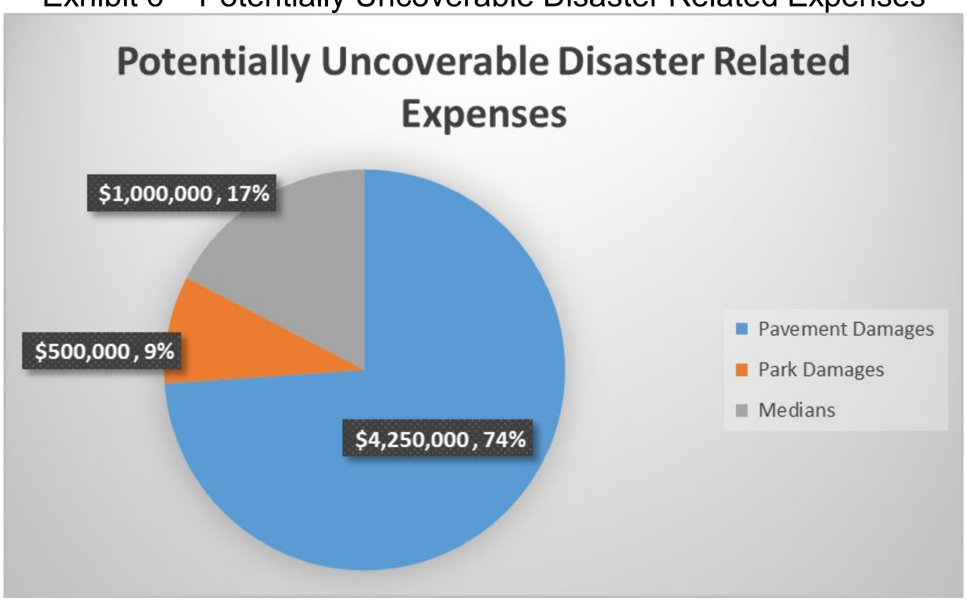
Of the remaining $8.1M in disaster related expenses not covered by external sources, $2.8M is designated as Known Uncoverable (Such as Business Income Loss, City expense for driveways and FEMA ineligible concrete as part of PPDR, FEMA local matches or "cost shares", denied insurance claims or insurance claims in excess of deductibles). Please refer to Exhibit 5 for a breakout of Known Uncoverable Disaster Related Expenses and Lost Revenues.

Exhibit 5 - Known Uncoverable Disaster Related Expenses and Lost Revenues:



Significant disaster related expenses totaling $5.75M remain outstanding and are considered Potentially Uncoverable. These are largely comprised of current and anticipated disaster related expenses deemed ineligible by FEMA, such as median, park, and road infrastructure repairs. Please refer to Exhibit 6 for a breakout of Potentially Uncoverable Disaster Related Expenses.

Exhibit 6 – Potentially Uncoverable Disaster Related Expenses



Staff continue to work diligently with Colorado Department of Public Safety on documentation requests as it relates to FEMA Obligated projects. Additionally, Staff continues to work with the Insurer on all eligible and potentially eligible covered expenses; however, staff does not anticipate any significant insurance reimbursements in the future.

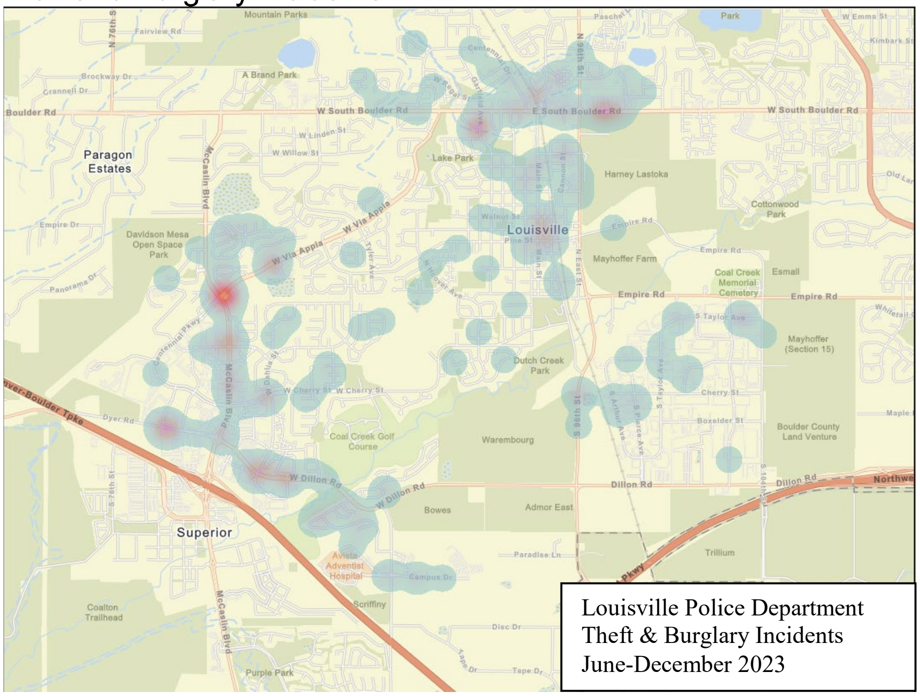
Preparedness and Resilience

Safety and Security Status

The police department continues to monitor the activity occurring within the fire rebuild areas and uses several strategies to support residents and property owners in these areas to address concerns. Focused patrols and visibility will continue in the rebuild areas to try and deter criminal behavior and to help create a feeling of safety as residents return home. The department's Crime Prevention Specialist continues to offer Crime Prevention Through Environmental Design (CPTED) education and conducts site assessments to those currently in the rebuilding process. This service is also extended to those who have moved back into their homes.

Thefts and construction site burglaries in the fire impacted areas decreased by approximately 74% between June 2023 and December 2023 compared to the previous 6 months. From January through May 2023, nineteen incidents were reported in the rebuild areas compared to only five from June to December 2023. The investigations section made significant progress on previously reported construction theft incidents by identifying and charging multiple suspects. These individuals are believed to have been involved in these events within the city and surrounding jurisdictions. The use of Automated License Plate Readers (ALPR) in these areas continues to be a valuable resource that has helped with follow-up investigations and the development of investigative leads. The technology also allows the police department to support regional crime prevention partnerships and was invaluable in identifying and linking the above-mentioned theft suspects to multiple incidents across the Denver Metro and Northern Colorado area. In 2024, the City of Louisville will enter its second year of a two-year contract with the ALPR vendor and hope to continue to utilize the system to enhance community safety.

Exhibit 7– Theft and Burglary Incidents:



As residents move back, there is an increase in natural surveillance, and this is leading to additional calls for service related to code enforcement, parking/access, and other property concerns. Together with other city departments, Police is working to develop solutions to these new challenges. The priority is to find a balance between the goal of getting people home while working to ensure a safe environment for contractors and homeowners.

The police department's command staff received training in July 2023, at the Boulder County's ODM, on the use of a fire alerting and evacuation system, Genasys EVAC (formerly Zonehaven). The police department, together with the City Manager's Office and the City's Recovery and Resiliency Manager, are in the process of coordinating with Boulder County ODM and the Louisville Fire Protection District on the use and management of the system.

Police staff continued to actively participate in the Community Wildfire Protection Plan workshops held throughout the region and attended regular meetings with regional public safety partners to enhance collaboration and strengthen response strategies. The department continues its direct engagement with fire affected groups including the Neighborhood Preparedness Roundtable, Marshall Together, and Marshall Restoring the Community (ROC) to address public safety concerns and foster positive working relationships with its members. These relationships have enhanced communication and provide channels to relay and receive pertinent information more effectively.

Louisville Fire Protection District

The Louisville Fire Protection District has implemented new response protocols for wildfires. This was a joint effort with all Fire Departments/Districts in Boulder County along with the Boulder County Sheriff's Office. The protocols are based on the following critical factors - Hot, Dry, Windy (HDW), Energy Release Component (ER), Burn Index (BI), and 1000-hour fuel moisture/drought level. These factors create a numerical score, and these scores relate to the District's response. There are three levels – Low, Medium, and High. A low response would have a minimal initial response (one brush truck, one engine, and a Fire Duty Officer from the County). The High response would send the most initial units.

Additionally, all the career firefighters had light/wildland gear, but now all staff have the same sets of gear including volunteers. The Louisville Fire Protection District is researching a new type of wildland engine (small brush truck vs medium size truck). The Fire District is also participating in several work groups (City of Louisville, Boulder County, Neighborhood Watch groups, State of Colorado Division of Fire Prevention and Control) focused on recommendations, plans, and responses to urban interface wildfires.

Open Space Mitigation

Open Space

The Open Space Division coordinated efforts to hire the Lynker Corporation and The Ember Alliance to develop a Wildfire Hazard and Risk Assessment Report for public lands in and around the city. The purpose of this project was to develop a comprehensive, science-based wildfire hazard and risk assessment and to provide mitigation options for consideration for the City of Louisville's public lands to be more resilient against future events.

The Open Space Division is carrying out the recommendations of the Wildfire Hazard and Risk Assessment Report by reducing fuels through implementing perimeter mowing in select areas, trail corridor mowing, cattle and goat grazing, noxious weed control, and removal of woody fuels. The City was awarded two grants to support Open Space grazing and mowing mitigation efforts; grants awarded included over $45,000 to support 2023 efforts from the County Wildfire Mitigation Grant Program and a portion of an additional $289,000 from the Colorado State Forest Service Wildfire Mitigation Grant Program to support 2024 Open Space mowing and grazing efforts and additional City efforts.

In 2024, the Open Space Division is also partnering with organizations such as the Natural Resource Conservation Services (NRCS), Bird Conservancy of the Rockies, Longmont and Boulder Valley Conservation District, and other local agencies and experts to ensure mitigation efforts are coupled with sound ecological and science-based management. To learn more about Open Space fire mitigation efforts please go to the Open Space Division City web page or follow this link:

https://storymaps.arcgis.com/stories/47b11c7f1abe45bcba54d6e9abea1d6e

Recovery & Resilience Division Overview

The purpose of the Recovery & Resilience Division is to ensure the City of Louisville's employees and whole community are prepared to respond to and recover from any incident. City of Louisville's goal is to protect the community from the inevitable hazards that the City is faced with. The Recovery & Resilience Division focuses on four main buckets including preparedness, mitigation, response, and recovery.

An important part of the community's recovery is the need to mitigate risk and build resilience for future disasters. Below is a summary of some of the work around mitigation/preparedness that has occurred in the past year.

Preparedness
Preparedness means providing community awareness/education and implementing recovery and disaster response plans.

Training and Exercise
The Recovery and Resilience Division is in the process of creating a staff training plan. Internal training and exercises for City of Louisville staff is important because it provides staff with information about internal operations during a disaster, response, and recovery. It also gives staff the opportunity to test the effectiveness of the Response and Recovery organization chat, identify immediate areas of improvement and action items, and analyze the integration of City of Louisville with partners in the case of a disaster. The Recovery and Resilience Division has developed a New Hire Training course for new City of Louisville employees as well as a training course on Response and Recovery 101.

On November 6th, 2023, the Recovery and Resilience Division put on an internal Disaster Response Tabletop and Functional Exercise. This exercise was run in conjunction with Boulder County's Office of Disaster Management and consisted of a scenario-based event. The City has reviewed the After-Action report that was developed and has begun working on the improvement strategies that resulted from the exercise.

Community Preparedness
In partnership with the Town of Superior, the City launched the 2024 Disaster Preparedness Education Series in January. The purpose of the series is to undertake action and education to mitigate risk and build resilience for future disasters for the community. Session topics include: Disaster Communications, Public Safety Preparedness, Access and Functional Needs, Psychological First Aid, Wildfire Preparedness, Pet Preparedness, Community Mitigation, Disaster Preparedness, and Holiday Safety Awareness & Winter Preparedness.

Plan Development

The Recovery and Resilience Division is responsible for developing internal plans related to emergency management response and recovery. Many of these plans resulted from the Emergency Improvement Plan (EIP) created by All Clear Emergency management group in 2023. This EIP provides a foundation to evaluate and assess the City's roles and responsibilities around disaster preparedness and response and its performance during past incidents, including the Marshall Fire. One internal plan includes the Recovery Plan which outlines the roles and responsibilities held by the City of Louisville as part of the recovery process following any incident impacting the jurisdiction. The Continuity of Operations Plan is used to ensure continuous function and services during response and recovery operations. The Emergency Communications Strategy clearly defines the messages, priorities, strategies, and tools the City of Louisville will use when communicating with the community during an emergency. The Recovery & Resilience Division is also work with Louisville's Sustainability Division to update the 2021 Louisville Annex from the Boulder County Hazard Mitigation Plan with 2023/2024 data and analysis and expand on newly identified vulnerabilities in Louisville.

Emergency Notifications

The City is still ensuring that BOCOAlert and Reachwell alerting tools are a priority for the community and staff. The City has worked with Boulder Office of Disaster Management to ensure that the City follows the County on terminology and language to keep consistency. To continue to push out this resource to increase the City's resilience, the Recovery & Resilience division provided training to the community on the purpose of signing up for alerts and assisted those who struggled to sign up. Additionally, the City is in the process of incorporating signing up for alert as part of the new hire employee onboarding process. To sign up for BOCOAlert visit: BOCOalert.org

Education & Outreach

Neighborhood Liaison:

Early in 2022, the City established a neighborhood liaison program whereby neighborhood leaders meet regularly with City staff. Staff are still meeting once a month with this group to assist with the questions and concerns from neighborhoods during the Marshall Fire rebuild process.

Neighborhood Preparedness Roundtable:

In 2023, the City of Louisville used the Neighborhood Liaison Program model to establish a neighborhood preparedness roundtable. The goal for this group is to open a two-way dialogue between neighborhood leaders and City staff around preparedness matters. As of February 2024, the group is still meeting once a month to discuss disaster preparedness. The group is working to create a workplan for priorities they want to tackle each month to increase community resilience.

Mitigation
Mitigation means developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.

Supporting Open Space Mitigation
The Recovery & Resilience Division works closely with Louisville's Parks, Recreation, and Open Space Department to support various projects. One example is supporting implementation of the Wildfire Hazard and Risk Assessment Report and associated mitigation initiatives including fire fuel mitigation such as trail and fence line fuel reduction, cattle grazing, goat grazing, and noxious weed management.

In spring 2023, Boulder County kicked off an update to the Boulder Community Wildfire Protection Plan (CWPP). The purpose of the CWPP is to reduce the greatest risks related to wildfire across Boulder County, unite mountain and plains communities in a collaborative effort to reduce the negative impacts of wildfire, ensure access and input to all communities in program development and implementation options, implement strategic fuels reduction projects to address grassland and forest landscapes with a focus on community protection and implement strategic forest restoration and fuels reduction to protect watersheds for ecosystem services and drinking water. The update process is anticipated to take approx. 12-18 months. The City and LFPD are participating in this effort and advocating for the grassland communities.

Mitigation projects proposed in the Louisville Wildfire Hazard and Risk Assessment Report were outlined in a spreadsheet that will be available in the Boulder County's CWPP Appendices.

Additional Resources/Grants

The Recovery & Resilience Division is collaborating with the State and to continue to apply for FEMA's Hazard Mitigation Grant Program (HMGP) for $4.9 million to install and upgrade three generators at critical City facilities. This includes the Recreation & Senior Center, the Police Building and South Water Treatment Plant. Replacement or the addition generators at these sites will ensure that the City is able to maintain core services like water treatment/delivery, public safety operations and sheltering. Staff should know by Spring of 2024 if the grant is awarded.

The Recovery & Resilience Division is also working on a variety of grants which contribute to the important work the division is set out to complete. The following table outlines a current list of grants that the Division manages and has applied for.

Exhibit 8 – Summary of Grants Managed by Recovery & Resilience Division

Grant/Administered By	Status of Grant	Dollar Amount	Description
Colorado State Forest Service – Wildfire Mitigation	Awarded	$290,000	Fuels reduction on City land and Mitigation Coordinator position
Colorado Department of Local Affairs	Awarded	$90,000	Contributes to the Recovery & Resilience Manager position
FEMA - Hazard Mitigation Grant Program	Applied	$4.9 million	Install and upgrade generators at critical City facilities
Urban Land Institute	Awarded	$10,000	Contributes to capacity building for the R&R division.
Colorado State Forest Service - Wildfire Mitigation Outreach	Applied	$37,400	Education around wildfire mitigation for private property owners

Next Steps

While City of Louisville has accomplished a lot, there is still a lot of work to do. The focal points can be summarized as follows:

- Continuing to provide assistance to Marshall Fire recovery efforts.
  - Managing an orderly and safe neighborhood rebuild process.
  - Monitoring building permit fee revenues versus expenditures.
- Continuing to establish the Recovery & Resilience Division
  - Implement 2024 Roadmap with project initiatives and priorities.
  - Collaborating with local and regional agencies to improve emergency response.
  - Promoting family preparedness planning and private property mitigation.
  - Increase engagement for Disaster Preparedness Education Series.
  - Working community groups to maintain communications, relationships, and effect positive change.
- Working to minimize the fiscal impact to the City
- Evaluating future budgets and emergency reserves

ATTACHMENT(S)

1. Emergency Improvement Plan
2. Recovery & Resilience Division Flyer
3. Terminology & Glossary
4. Presentation

STRATEGIC PLAN IMPACT:

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

2023 City of Louisville Workshop & Improvement Plan
Summary Report

Project Dates: March 3, 2023 – June 5, 2023
Report Date: June 5, 2023

Completed by:
All Clear Emergency Management Group 3434 Edwards Mill Road, Suite 112-162
Raleigh, NC 27612
336-802-1800

Project Lead:
Name: Will Moorhead Title: President
Email: willm@allclearemg.com

2023 City of Louisville, CO Improvement Plan Summary Report

Project Summary

The City of Louisville, CO contracted with All Clear Emergency Management Group to review existing incident review documents and plans to gather Louisville-specific improvement items and evaluate the City's roles, responsibilities, capabilities and capacities around their emergency preparedness and response. All Clear created and distributed a survey to obtain and prioritize improvements from City staff. An in-person improvement planning workshop was conducted with City employees to help further identify improvements to draft an improvement plan from lessons learned from past incidents, including the Marshall Fire. The scope of this summary report includes the outline and development of the workshops, and the improvement plan.

Project Staff

Will Moorhead Jenny Schmitz Jake Peterson Kate Petroline Alyson Angell

Project Deliverables

The All Clear team worked closely with the City of Louisville to develop and comply with the deliverables.

1. Project Management and Review of City Documentation

- All Clear held a project kickoff call with the City of Louisville on March 3, 2023, to develop a project plan to ensure all deliverables and timelines were met.
- All Clear completed a thorough review of documentation related to the Marshall Fire response and documentation provided by the City of Louisville.

2. Survey Development and Evaluation

- All Clear held a survey review meeting with the City of Louisville's planning team on March 13, 2023 (survey review). In this meeting, All Clear worked with the City of Louisville to create an online survey that would capture details about priorities, identified strengths, areas of improvement, opportunities, and threats related to the City's role during and after the Marshall Fire.
- On April 7, 2023, a workshop preparation meeting was held to further develop the content for in-person improvement planning workshops.

3. Conduct, Facilitation, and Evaluation of the Initial Survey and In-Person Workshop

- On April 13, 2023, and April 14, 2023, All Clear facilitated and evaluated two two- hour in-person workshop sessions utilizing two All Clear facilitators. The workshops included reporting out the findings from the survey previously obtained and assisting participants in clarifying concepts, building on improvement, and prioritizing mitigation strategies that had been identified. The workshop provided time for small work groups and organizing feedback into improvement categories.

- Using the evaluation information, All Clear has developed an Improvement Plan matrix and recommendations for the City of Louisville, highlighting areas for improvement, corrective actions, and recommendations for future projects.

4. Project Closeout

- As part of the project closeout for this project, the City of Louisville, CO was provided with a final version of the Improvement Plan matrix, a project summary report, and the final project invoice.

Top Priorities Identified and Recommendations for Future Projects

Based on the work during this project, All Clear has developed recommendations for future planning efforts and projects. After collecting the survey data and further discussion identified issues, the below are the top priorities identified. The full detail can be found in the Improvement Plan (attached).

1. Assessments to prioritize and update and/or create plans.

- It is recommended that the City of Louisville conduct a Hazard Vulnerability Assessment (HVA) for the City of Louisville. It allows staff to identify the events or conditions that would interrupt normal operations while weighing the impact from the interruption against the preparedness in place. Additional documentation to consider includes any risk assessments developed by the county (THIRA, Hazard Mitigation Plan) to understand hazards for the county that may impact City operations.
- Continuing development of a City of Louisville Emergency Operations Plan (EOP) would allow City employees and partners a guide for their role and responsibilities in an emergency. The EOP will outline the core group of individuals expected to convene to lead the City during an emergency and be a guide for how those individuals lead City functions toward a return to normal operations.
- An EOP addresses how an organization will respond to an emergency, a Contingency Plan, or a Continuity of Operations/Government (COOP/COG) Plan helps to identify an organization's decision makers, daily essential functions, equipment, etc. that must continue during an emergency. The City of Louisville has a COOP outlined. The plan should be further developed and implemented through education and training.
- A Communications Plan should be created or updated within the EOP and COOP. Phone numbers need to be updated and checked regularly for accuracy. Details should be included to clarify who composes messages, who approves messages, who disseminates messages, and the alternative process implemented when primary systems fail.

2. Hiring a Recovery Manager.

a. Hiring a Recovery Manager was identified as high importance in both the survey and in the workshop. The job description is currently being drafted and the hiring process for the position has been initiated. The Recovery Manager will be advised by an internal Emergency Preparedness Committee to further develop and implement policies, plans, and procedures for emergencies.

3. Accessing needed resources or staff.

a. The Marshall Fire stressed the City of Louisville's capacity for resources and staffing. The City's available resources should be assessed, and a list of needs developed and prioritized. Equipment such as generators, maps, printers, etc. may be identified as necessary for mitigation of emergencies. The processes for resource tracking and budget allocation and procurement should be aligned with the resources. Additional staff during, and post- incident, are needed. Memorandums of Understanding/Agreements (MOUs/As) or Intergovernmental Agreements (IGAs) would provide options for back fill when City staff members are being pulled to other duties or may even supplement the disaster responsibilities of current staff members.

4. Training

a. Training was recommended in multiple areas. Assess the roles of staff during an emergency to determine which employees require basic or advanced ICS training. Cross-train staff members in the various roles they may fill during a disaster. Train all staff on the EOP, COOP, and Communications Plan so all staff are knowledgeable of the City's plans.

5. Exercising

a. Practicing the functions of the Emergency Operations Center (EOC) and the roles of the City staff supporting the EOC would build upon the capabilities of City employees and the City. This can be completed by simply practicing utilization of the ICS forms each role completes during a simulated emergency or running by conducting a tabletop exercise to test new and/or existing plans. Conducting short drills, such as mass notification drills, fire drills, or department drills, is also a great way to enhance preparedness.

The combination of the priorities listed above helps address another issue identified, creating a culture of preparedness without raising anxiety about emergencies. Increasing preparedness of staff members lessens potential for anxiety about emergencies. Preparedness provides some opportunity for an individual to have some level of control when disaster strikes. If staff are educated on the City's plans and if they are trained on and have exercised those plans, they will feel more in control and knowledgeable about addressing emergencies.

Improvement Plan

The Improvement Plan expands on the recommendations of these priorities and provides details about additional issues identified from the survey and the workshop. The Improvement Plan can be found as a separate document outside of this report. The IP serves as a guide for the City by identifying the issue to be addressed, tactics to address the issue, and establishing responsibility, priority, and due dates for the tactical work to be completed.

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Communications	Update and maintain internal and external contact lists (i.e. regional/state emergency contacts, partner agencies, etc). Ensure to update at least every six months and that these lists are easily accessible to who needs them. Virtual and paper versions are both recommended.	Planning	60 days	HR/CMO	In-progress		
	Formalize process for internal/city communication to all staff (phone tree, group text/mass notification, etc). Identify the department that will maintain the system and recipient contact information. Identify the individuals with permission to send messages through the system. Test the notification system/process on a regular basis. Consider requesting an action by recipients such as contacting their supervisor or completing a brief survey so that receipt of the message can be verified.	Planning, Exercise	60 days	HR/CMO	In-progress		
	Formalize process for external/community-wide communication. Identify the department that will maintain the system and recipient contact information. Identify the individuals with permission to send messages through the system. Assess the needs to use various languages for communication.	Planning, Exercise	6 months	CMO	In-progress		
	Ensure that the Crisis Communications Plan is updated and in a centralized location for anyone who needs it. Annual review and update is recommended.	Planning	60 days	CMO	In-progress		
	Conduct a city-wide communications assessement. Assess cell coverage in city buildings, recording areas with low coverage. Discuss options for addressing low coverage with cellular providers or the IT department.	Planning	6 months	CMO/Facilities	Not-Started		
Finance	Identify and write emergency financial purchasing processes/policies. These should Include: an explanation of who has authority to activate those processes, who has authority to utilize the process once activated, the activation process itself, a detailed process for tracking expenditures during an emergency, and the expectation of all personnel when tracking finances.	Planning	60 days	Finance	In-progress		
	Update City's procurement policy & train staff (supervisors and directors) on how to purchase and submit emergency expenditures.	Training	6 months	Finance/IT	In-progress		

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
and Employee Support	Identify processes and resources to support the physical and mental health of city personnel during an emergency. Determine the department that will be responsible for monitoring personnel well-being during an emergency. Identify resources for support such as a mental health provider who could provide services during an emergency activation.	Planning, Organization	6 months	HR/Police	In-progress		
	Determine the employment benefits available to city personnel during and after an emergency. Summarize those benefits so they can be disseminated as a reminder to staff when an event occurs.	Planning	60 days	HR	Not Started		
governmental Relations	Engage with other cities to determine support/resources that could be provided/received during an emergency. Consider neighboring cities (or those within Boulder County) as well as cities that may be geographically separated from the event impacting Louisville. Include Boulder County Disaster Management in the discussions so that efforts for lending/receiving aid are, when appropriate, coordinated with the County/State. Develop IGAs with these other entities for staff support for critical city services/functions. These IGAs should be expanded to detail what will be paid, when and for what amounts. Identify the department responsible for updating the MOUs. Once IGAs are established, identify the department responsible for ensuring they are updated periodically (i.e. annually or every three years).	Planning	6 months	All departments	In-progress		
	Work with Boulder County EM to define and understand the role of the city in the County EOC and County EOP.	Planning	60 days	CMO/Police	In-progress		
azard Vulnerability Assessment (HVA)	Conduct a HVA for the city services. Ask staff about the events or conditions that may, in their opinion, interrupt normal operations. Once a list of events/conditions is created, solicit input from staff about strategies to mitigate the impact of those events/conditions. Consider and include vulnerabilities of the community (at risk populations, mobility challenges, etc).	Planning	1 year	CMO	In-progress		
	Update and expand the city-wide EOP to define the City's strategy for emergency response. Share the updated EOP with staff. Train all staff on the basic concepts of the plan. Provide more detailed training for staff who will serve in leadership roles during activation of the EOP (this includes leading functions or teams).	Planning, Training	6 months	CMO/Police	In-progress		

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
ency Operations Plan (EOP)	Assess city staff functions and associated roles during an emergency. Define these by position, not by individual's name so that when people change roles or leave the organization the tasks remain with the role and are assigned to the newly hired individual. Determine what each position is expected to do during an emergency. Some roles may be assigned to a different department/function to maximize personnel and expertise or to ensure the most efficient use of personnel resources during an emergency. Include in City EOP and COOP.	Planning, Organization	6 months	All departments	In-progress		
	Create individual city facility/building/department emergency plans that align with the City's EOP or create annexes of this plan for the facility/building/departments. Ensure they are easy to use, standard but also customizable and accessible. These plans/annexes should define the response activites expected of each facility/building/department when normal operations are impacted. This would supplement the emergency response processes for each facility (bomb threat, active shooter, fire in the building, etc) These plans should include staffing plans/priorities with roles and redundancy plans to support staff impacted by the event or part of the response.	Planning	1 year	CMO/Facilities	In-progress		
	Conduct drills for specific elements of the emergency response and emergency operations plans. These drills/exercises could be conducted on a regular basis (i.e. quarterly) and involve a small or large number of employees. These may test communication processes, information gathering and dissemination, evacuation from an area with relocation supplies (go-kits). These were referred to as "15 min response drills" during the workshop.	Exercise	1 year	CMO/Police	In-progress		
Continuity of Operations Plan (COOP)/Continuity of Government (COG)	Update the COOP/COG for the city. This plan should be specific to the city and define essential functions and services, the role and expectations of the elected officials when the continuity plan is activated, identify a backup for each city department's essential personnel, identification of redundancies for systems, processes, devices, or equipment utilized to accomplish functions of the city, and include a section covering policies and processes for financial tracking for insurance purposes. This plan should be continual reviewed, updated and trained on. Develop plan annex for each department.	Planning	6 months	All departments	Not-Started		
Incident Command System/Structure (ICS)	Further define Public Information Officer (PIO) position, who the primary PIO is and alternates, process/procedures, etc.	Organization	60 days	CMO/Police	Not-Started		

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
	Once Incident Command positions are filled with primary and alternate staff for each position, these individuals who will be managing and supporting each ESF/City function within the EOC and under the EOP or COOP should be trained. Educate individuals about how to conduct their role, communication expectations, documentation, etc.	Training	6 months	All departments	Not-Started		
Hire an Emergency Manager for the City	Re-boot the long term recover team and transition the team to become the emergency management committee.	Organization	90 days	CMO	Completed		August 2023
mote a Culture of Preparedness	In conjunction wth city-wide training programs, promote preparedness among city employees. The intention is to ensure that employees ensure their team/function/department is prepared. Similarly, conducting outreach for residents to become more prepared, which reduces the needs of citizens during an emergency and helps shorten the recovery process. This all can be done in coordination with first responders and community organizations. These organizations may provide subject matter expertise, resources, or instruction.	Organization	1 year	HR/CMO	In-progress		
	Assess gaps in supplies and equipment. Once the prioritized list of supplies and equipment is created, identify the need for a cache of backup supplies, PPE, bottled water, and identify the need for storage space and create a tracking/managing process for the inventory. Any emergency cache of supplies should include a process to rotate stock, monitor expiration dates, and maintain an inventory list. Supplies and equipment purchased or allocated for emergency response and emergency management should have designated locations, only accessible by personnel responsible for managing or deploying the equipment.	Equipment, Planning	6 months	All departments	Not-Started		
	Assess city infrastructure/power/IT/generators/etc. Determine vulnerability of existing equipment/systems and identify that which are missing. Create a list of equipment that would mitigate the vulnerability of each element. Create a priority for purchasing. The location of equipment such as generators may be determined as the EOP and COOP are developed and critical infrastructure and essential services are identified.	Planning, Equipment	6 months	Facilities/IT/CMO	Not Started		

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Supplies and Equipment	Create a plan to continue operations if the city network is unavailable and include in the COOP. This plan should include ensuring how information will be sent, received, accessed, and stored and the communication elements to ensure users know when and how to transition to the backup and return to normal operations.	Planning	6 months	IT/CMO	Not Started		
	Identify primary and secondary contractors that can provide support to city services. For example, determine the emergency delivery process for fuel from the primary fuel supplier then identify an alternative supplier should the primary be unable to fill a request.	Planning	6 months	All departments	Not Started		
	Ensure that procurement is conducted in compliance with FEMA regulations. Create quick reference guides for key personnel who may have to urgently implement the procedures.	Equipment	60 days	Finance/CMO	Not Started		
	Create "Go Boxes" for departments including critical equipment. Have each department/function create and maintain a "go box". This box would be taken by anyone in the department during any type of evacuation or relocation. The box would facilitate that department's ability to stand up and conduct business from an alternate location.	Equipment	6 months	All departments	Not Started		
	Assess technology/equipment/etc. Determine vulnerability of existing systems/equipment and identify that which are missing. Create a list of equipment or actions that would mitigate the vulnerability of each element. Create a priority for purchasing, resources and/or training.	Equipment, Planning	6 months	All departments	Not Started		
Develop a training program for emergency response	Decide what staff (directors/division managers) needs basic training.	Training	6 months	Police/CMO	Not Started		
	Cross-train staff on what roles they would hold in an emergency.	Training	1 year	All departments	In-Progress		
	Add emergency response training to New Employee Orientation.	Training	6 months	HR	Completed		Jan. 2024
	Partner with federal, state and local resources to provide inter-agency training in all hazards.	Training	1 year	CMO	Completed		October 2023

ssue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	line (Next 60 Days, 6 months or year)	Primary Responsible Department	Department POC	Start Date	Completion Date
Exercise	Use tabletop exercises/scenario-based exercises to test new and existing response plans.	Exercise	1 year	CMO/All departments	Completed		November 2023
Recovery	Recovery planning. Develop plans for managing recovery efforts in a coordinated manner. This includes plans for the city overall as well as developing and educating employees about department-specific plans or processes related to recovery. Train and exercise appropriate staff on the utilization of recovery forms/processess.	Planning, Organization, Training, Exercise	1 year	CMO	In-progress		

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Recovery & Resilience Division

Our division is working to increase our community's resilience to all hazards and threats. We lead disaster preparedness and recovery efforts internally and externally.

Our Work

Preparedness

From community awareness and education to implementing recovery & disaster response plans, our R&R division is committed to preparing for all types of hazards. Some of our work includes:

- Continuity of Operations Planning
- Disaster Education Series
- Training and exercise (community & staff)

Mitigation

The R&R division is responsible for developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.
Some projects include:

- Trail and fence line fuel reduction
- Cattle grazing
- Wildfire Risk Assessment implementation support

Response

When a disaster occurs in the City of Louisville or in another jurisdiction, the Recovery & Resilience division is ready to jump in and support response operations. Response support includes:

- Response communication strategies
- Activation of Department Operations Centers
- Recovery activation

Recovery

The R&R division is responsible for leading equitable response and recovery initiatives in disaster operations. Recovery strategies include:

- Recovery Plan (internal & community)
- Marshall Fire Recovery
- Recovery Assistance Center

Resources

Emergency Alerts

- Visit BOCOAlert.org to sign up to receive emergency messages about imminent threats and hazards by text message, email, and/or on your cell, home or work phone.

Boulder County Office of Disaster Management

- ODM offers a variety of preparedness resources. Visit Boulderodm.gov/preparedness for information, trainings and workshops.

Marshall Fire Recovery

- For more information about Marshall Fire Recovery, please visit: LouisvilleCO.gov/MarshallFire

More Information!

- Resilient Louisville LouisvilleCO.gov/ResilientLouisville

Contact us!

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Mitigation Coordinator
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Division

Recovery and Resilience

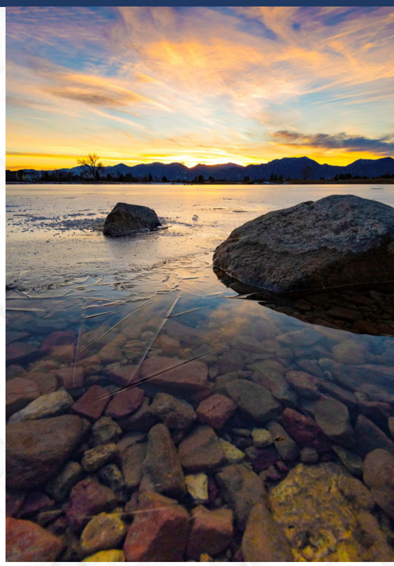
Recovery & Resilience Division Glossary

Acronym or Term	Meaning	Type	Definition
AAR	After Action Report	Report / Document	A document intended to capture observations of an exercise and make recommendations for post-exercise improvements.
AFN	Access & Functional Needs	Department	Individuals who may have additional needs before, during and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and maintain health (C-MIST).
CBCP	Certified Business Continuity Professional	Profession / Role	CBCPs are professionals that have demonstrated both knowledge and skill in the business continuity/disaster recovery industry.
CDPHE	CO Department of Public Health & Environment	Department	Principal department of the Colorado state government responsible for public health and environmental regulation.
COB	Close of Business	Administrative Language	The end of the working day or the business day.
COOP	Continuity of Operations Plan	Report / Document	The effort within individual agencies to ensure they can continue to perform their mission essential functions during a wide range of emergencies.
DOC	Department Operations Center	Facility	An operations or coordination center dedicated to a single, specific department or agency. A DOC focuses on internal agency incident management and response.
DOLA	Department of Local Affairs	Department	DOLA serves as the primary interface between the State and local communities. DOLA provides financial support to local communities and professional and technical services to community leaders in the areas of governance, housing, and property tax administration.

EM	Emergency Management	Department	Emergency management is the managerial function charged with creating the framework within which communities reduce vulnerability to threats/hazards and cope with disasters.
EOC	Emergency Operations Center	Facility	An EOC is a physical or virtual location from which leaders of a jurisdiction or organization coordinate information and resources to support incident management activities (on-scene operations).
EOD	End of Day	Administrative Language	A common term typically used in reference to a specific deadline: completing a task by the end of the day.
EOP	Emergency Operations Plan	Report / Document	A document that describes how a facility will respond to and recover from all hazards.
ERP	Emergency Response Plan	Report / Document	A set of written procedures for dealing with emergencies that minimize the impact of the event and facilitate recovery from the event.
ESF	Emergency Support Functions	Disaster Group / Function	Provide the structure for coordinating Federal interagency support for a Federal response to an incident.
ICS	Incident Command System	Disaster Group / Function	A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.
IGA	Intergovernmental agreement	Document	Any agreement that involves or is made between two or more governments in cooperation to solve problems of mutual concern.
IRT	Incident Response Team	Profession / Role	A group of people who prepare for and respond to an emergency, such as a natural disaster or an interruption of business operations
LTR	Long Term Recovery	Disaster Group / Function	A cooperative body that is made up of representatives from faith-based, non-profit, government, business and other organizations working within a community to assist individuals and families as they recover from disaster
OOO	Out of Office	Administrative Language	Used as a notification to colleagues or clients when an employee is on vacation, out sick, or away from the office for another reason, and cannot be reached

PIO	Public Information Office	Department	Location to coordinate all external communication between the City and citizens. The PIO is responsible for news releases, social media, community outreach, and general information management.
RSF	Recovery Support Function	Disaster Group / Function	The coordinating structure for key areas of recovery assistance. There are sic RSFs including infrastructure systems, economic, natural & cultural resources, health and social services, community assistance, and housing.
VOAD	Volunteer Organizations Active in Disasters	Department	A combination of faith-based, community-based, and other nonprofit, nongovernmental organizations (NGOs) that work to mitigate and alleviate the impact of disasters.
Preparedness		Function	Building and sustaining the capabilities that are necessary to deal with great risks.
Mitigation		Function	The capabilities necessary to reduce loss of life and property by lessening the impact of disasters.
Response		Function	The capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.
Recovery		Function	The capabilities necessary to assist communities affected by an incident to recover effectively.
Resilience		Goal	The capacity of individuals, communities, businesses, institutions, and governments to adapt to changing conditions and to prepare for, withstand, and rapidly recover from disruptions to everyday life, such as hazard events.
Hazard		Term	A condition with the potential for harm to the community or environment
Threat		Term	Any indication, circumstance, or event with the potential to cause loss of, or damage to an asset
Risk		Term	Risk is defined as a function of the nature and magnitude of a threat, the vulnerabilities to that threat, and the consequences that could result.

Incident		Term	An occurrence, natural or manmade, that necessitates a response to protect life or property.
Disaster		Term	An event in which a community undergoes severe danger and incurs, or is threatened to incur, such losses to persons and/or property that the resources available within the community are severely taxed.
Emergency		Term	An unexpected event which places life and/or property in danger and requires an immediate response through the use of routine community resources and procedures.



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Marshall Fire Update

March 19, 2024

City of Louisville

1

Marshall Fire Recovery

City of Louisville

2 3/19/2024

Marshall Fire Rebuilding Status

Community Development/Planning

Homes Lost	549
Certificates of Occupancy	160
Under Construction	235
Permits Under Review	19
Remaining Lots Not In Process or Completed	135

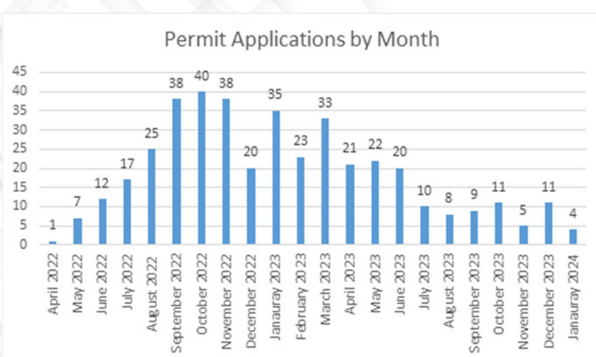
- City Use Tax Credit Requests = 385
- City Use Tax Credits Issued = $5,539,120
- City Use Tax Revenue = $1,159,970
- City Permit Fee Revenue = $4,045,143

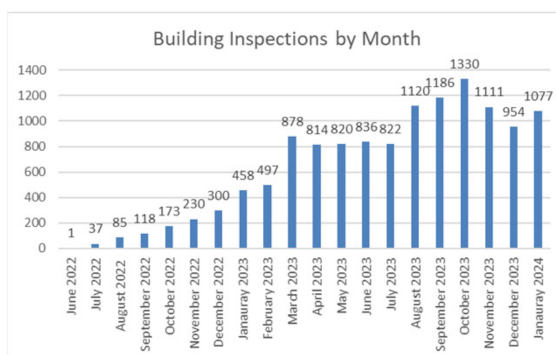
Home Certification Standard	Rebuilding Homeowner Incentive	New Homeowner Incentive	Louisville Participants
2021 International Energy Conservation Code	$7,500	$0	28
Energy Star v3.2	$10,000	$1,200	15
Zero Energy Ready Home v2	$12,500	$2,500	28
Energy Star + NextGen	$17,500	$5,000	42
Passive House (PHI/PHIUS)	$37,500	$15,000	4
TOTAL Participants			*117*

City of Louisville

Marshall Fire Rebuilding Status

Community Development/Planning





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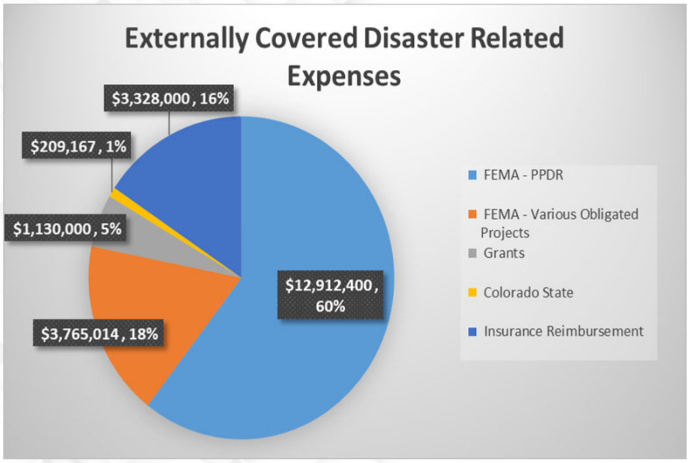
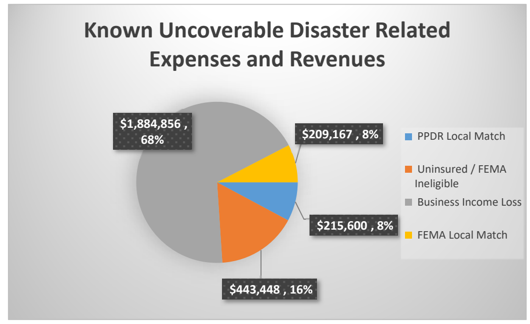
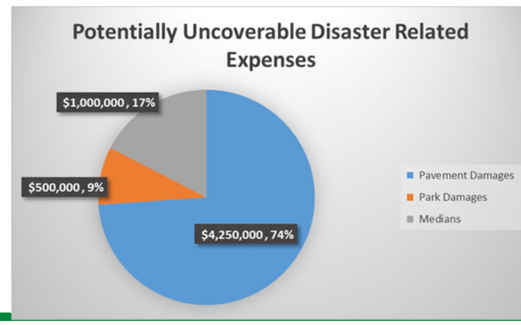
Financial Condition







Marshall Fire Recovery Update

Public Works

City Repairs

- Continuing to monitor streets and sidewalks in burn areas as construction progresses
- Emergency patching and pothole repairs
- FEMA obligated money for fire damage and Public Property Debris Removal (PPDR) incidental damages
- FEMA denied covering cost of damages related to rebuilding after PPDR was completed (staff continuing to appeal decision)

Open Space and Parks

Open Space

- Completed repair to all amenities damaged in the Marshall Fire
  - Includes repairs to fencing, gates, retaining walls, and trails damaged by wind impacts

Parks

- Continuously worked on landscape replacements throughout the fire areas
- In 2024 will continue replacing trees and landscape plantings throughout the affected area focusing on the community entrances that were affected

Community Engagement

Museum

- Louisville Historical Museum and Dr. Kate Goldfarb (CU Boulder Anthropology Department)
- Marshall Fire Story Project (MFSP)
  - Community members can share and preserve Marshall Fire stories
  - Housed at museum and accessed by community and researches
  - Collected 31 oral histories and 43 written stories

City of Louisville

Preparedness & Resilience

City of Louisville

Safety and Security Status

Louisville Police Department

- Continuing to monitor activity in fire rebuild areas
  - Focused patrols and visibility
  - Crime Prevention Through Environmental Design (CPTED) education
- Thefts and construction site burglaries in fire impacted areas decreased by approx. 74% (June 2023-December 2023)

Louisville Fire Protection District

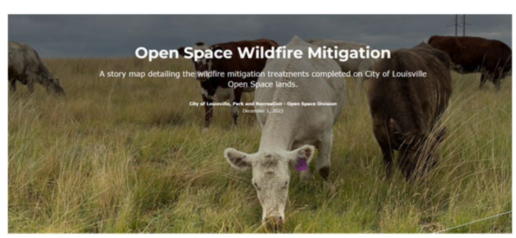
- Implemented new response protocols for wildfires
  - Join effort with all Fire Departments/Districts in Boulder County along with Boulder County Sheriff's Office
- Participating in several work groups focused on recommendations, plans, and responses to urban interface wildfires

City of Louisville

9

Open Space Mitigation

- Lynker Corporation and The Ember Alliance
  - Wildfire Hazard and Risk Assessment Report (WRA)
- Reducing fuels based on WRA
  - Perimeter mowing, trail corridor mowing, cattle and goat grazing, noxious weed control, removal of woody fuels
- 2024 partnering with organizations, local agencies, and experts
  - Natural Resource Conservation Services (NRCS), Bird Conservancy of the Rockies, Longmont and Boulder Valley Conservation District



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10

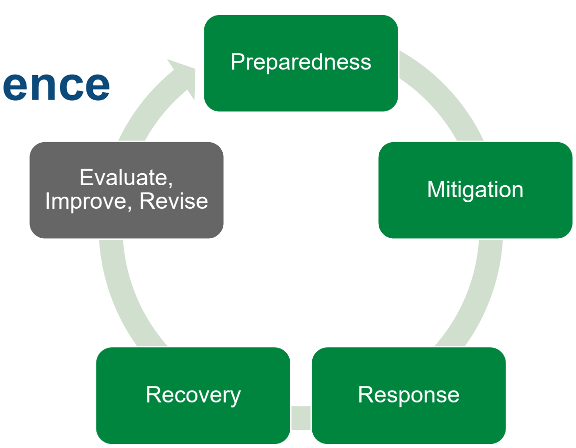
Recovery & Resilience Overview

City of Louisville

11

Disaster Management is a cycle that builds resilience.

Resilience



City of Louisville

12

Preparedness & Mitigation

Preparedness

Providing community awareness/education and implementing recovery and disaster response plans.

- Training & Exercise
- Community Preparedness
- Plan Development
- Emergency Notifications
- Education and Outreach

Mitigation

Developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.

- Open Space mitigation support
  - Implementation of WRA
- Boulder County Community Wildfire Protection Plan (CWPP)

City of Louisville

Response & Recovery

Response

When a disaster occurs in the City of Louisville or another jurisdiction, supporting response operations.

- Response Communication Support
- Activation of Department Operations Center (DOC)
- Recovery Activation
- Partner Support – Emergency Operations Center (EOC)

Recovery

Aiding the community in equitable response and recovery initiatives in the case of a disaster. We believe recovery begins minute zero of a disaster.

- Marshall Fire Recovery
- Recovery Plan (internal and community)
- Staff & Employee Recovery Support

City of Louisville

Next Steps

City of Louisville

15

Questions?

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16

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CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **COMMUNITY DECARBONIZATION PLAN**

i. RESOLUTION NO. 18, SERIES 2024 – UPDATING CLEAN ENERGY AND CARBON EMISSION REDUCTION GOALS (CLIMATE ACTION GOALS)

ii. RESOLUTION NO. 19, SERIES 2024 – APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH XCEL ENERGY FOR THE IMPLEMENTATION OF A COMMUNITY DECARBONIZATION PLAN

DATE: **APRIL 2, 2024**

PRESENTED BY: **KAYLA BETZOLD, SUSTAINABILITY MANAGER**

SUMMARY:

In 2019, City Council advanced its commitment to climate action by unanimously adopting Resolution 25, Series 2019, setting clean energy and carbon emission reduction goals for the municipality and larger community. The climate action goals are as follows:

- Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025
- Reduce core municipal greenhouse gas (GHG) emissions annually below the 2016 baseline through 2025
- Meet all of Louisville's residential and commercial/industrial electric needs with 75% carbon-free sources by 2030
- Reduce core community GHG emissions annually below the 2016 baseline through 2030

The 2023 Council Work Plan included an item for "City Climate Change/Greenhouse Gas Reduction Initiatives" to "discuss Xcel community decarbonization plan and policy/program opportunities". The 2024 Council Work Plan continues this item as "City Climate Change/Greenhouse Gas Reduction Initiatives" for "implementation of community decarbonization plan".

The Community Decarbonization Plan, now complete, includes a strategic roadmap to assist Louisville in achieving the city's 2030 community goals through the decarbonization of buildings, transportation and energy supply.

This item includes three parts:

- Staff presentation of the finalized Community Decarbonization Plan
- Council consideration of Resolution XX, updating the city's climate action goals to align with the targets outlined in the Community Decarbonization Plan
- Council consideration of a Memorandum of Understanding (MOU) with Xcel Energy for implementation of the Community Decarbonization Plan

BACKGROUND:

Overview

The Community Decarbonization Plan was developed in collaboration with Xcel's Partners in Energy team and focuses on decarbonizing Louisville's energy supply, improving the efficiency of and electrifying existing buildings and increasing the adoption of electric vehicles (EV).

The City of Louisville published a stakeholder application in June 2023, reviewed applications with a Council/staff team and selected nine stakeholders with diverse community perspectives to inform the development of the plan. Six of the nine selected self-identified as a Louisville resident/community group member. Eight of the nine self-identified as a relevant topic expert (electricity, natural gas, electric vehicles, transportation, etc.). One of the nine self-identified as being a member of a historically underrepresented group. Six of the nine self-identified as being a Louisville business owner/representative. Stakeholders met over the course of seven months and provided input through four in-person workshops and one stakeholder survey. The stakeholder group informed the Plan's vision, goals and strategies outlined below.

Plan Vision

Louisville will take a measured, equitable approach to reducing carbon emissions from the building, energy supply and transportation sectors.

Current Community Decarbonization Goal

In 2019, the City of Louisville adopted a resolution to "Reduce core community GHG emissions annually below the 2016 baseline through 2030". The City has met this goal every year since 2016, and is projected to meet this goal into the future (Figure 1), even when accounting for population growth and without any change in behavior or investment, due to Xcel Energy's projected renewable energy electricity portfolio. Without a reduction in emissions from electricity, Louisville's overall energy emissions would increase as shown on the dotted trajectory of Louisville's baseline emissions. Long term, emissions from natural gas use represent a growing percentage of overall energy emissions and highlights the need to reduce natural gas use to achieve greater emissions reductions.

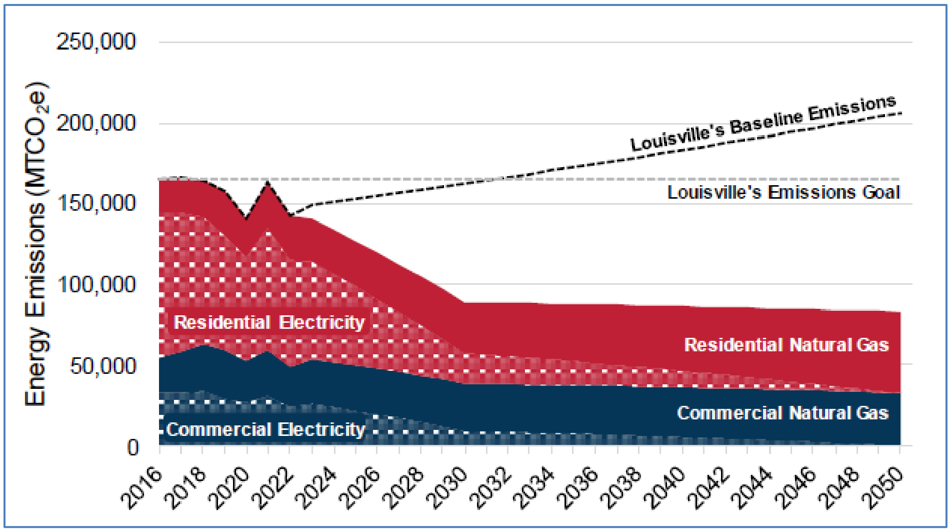

Figure 1: City of Louisville Energy Emissions Forecast

Community Decarbonization Plan Updated Goal

As part of the Community Decarbonization Plan development, stakeholders were tasked with updating the City's energy decarbonization goal to better reflect community values. Partners in Energy identified three peer goals to serve as benchmarks for conservative, ambitious, and aspirational decarbonization pathways. The figure below summarizes these benchmarks.

	Conservative	Ambitious	Aspirational
Definition	Achievable with current budget and workforce	Will require additional investment, but doable	Would need significant adjustment in current priorities to achieve
Benchmark	Benchmark: State (CO)	Benchmark: Superior	Benchmark: Boulder
Goal	50% below 2005 GHG emissions by 2030	60% below 2016 GHG emissions by 2030 and net-zero GHG emissions by 2050	Net zero emissions by 2035

Figure 2: Benchmark Energy Decarbonization Goals Used to Inform Goal Setting

The three benchmark goals are visualized in comparison to the City of Louisville's goal in Figure 3.

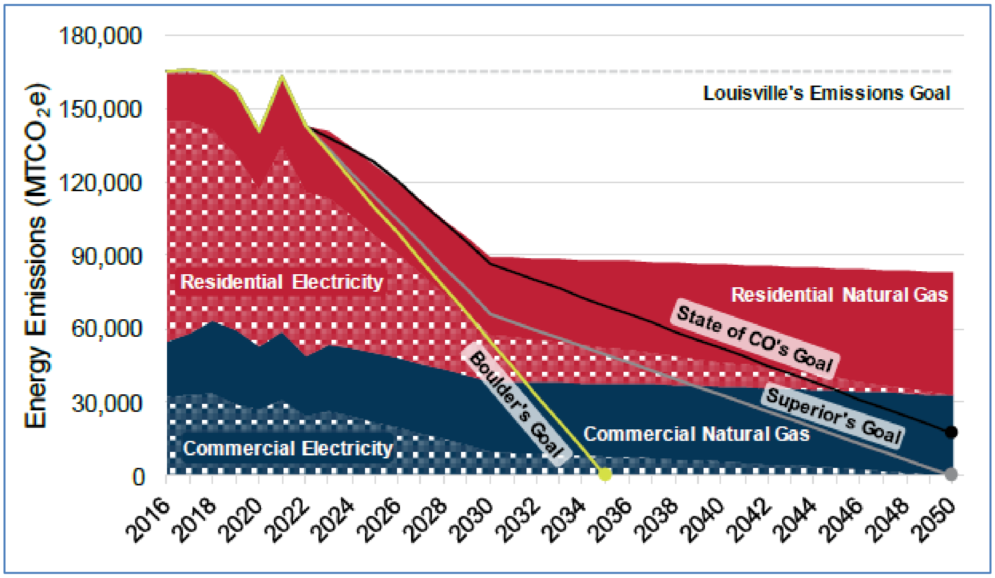

Figure 3: City of Louisville Emissions Goals Compared to Benchmark Conservative, Ambitious and Aspirational Goals

The stakeholder team agreed to align with the “ambitious” benchmark, which establishes the following goal for this Community Decarbonization Plan:

The City of Louisville will reduce energy-related emissions 60% below 2016 levels by 2030 and will be carbon-neutral by 2050.

Staff recommends this new goal replace the current community GHG emission goal in the City’s adopted climate action goals.

Community Decarbonization Plan Strategies

The stakeholder team identified several strategies to focus efforts during the 18-month short term implementation period. The strategies focus on addressing low-hanging fruit and laying the groundwork for future, high-impact action.

<u>Decarbonizing the Residential Sector</u>

1. Single-Family Homeowner Engagement – Residents who own a single-family home have more authority and autonomy to make investments like installing home charging, making electric panel upgrades or purchasing rooftop solar. This strategy focuses on engaging with single-family homeowners to better understand the barriers and opportunities for beneficial electrification and to connect those residents with available resources to address identified barriers. The City of Louisville, along with the City of Lafayette and the Town of Superior, are creating the 1-2-3 Electrify workshop series, which is a serious of workshops (May – August) that educate residents about the step-by-step process of home electrification.

2. Rental and Multifamily Engagement – Unlike homeowners, renters must coordinate with property owners to make improvements and may have to split the benefit with the property owner. This strategy focuses on engaging with renters and rental property owners/managers to better understand the barriers and opportunities for beneficial electrification and to connect those residents and owners with available resources.

3. Mobile Home Engagement – Mobile home residents may face several barriers to decarbonization, including lower household incomes, higher rates of residents with limited English proficiency and reduced access to utility programs due to eligibility requirements. At the same time, mobile home residents may benefit greatly from decarbonization activities: energy efficiency project can reduce utility costs and electrification projects can improve indoor air quality. This strategy focuses on engaging with residents living in Parco Dello Zingaro to better understand the barriers and opportunities for beneficial electrification and to connect those residents with available resources.

<u>Decarbonizing the Commercial and Industrial Sector</u>
Louisville has a diverse business community and a robust network of organizations (e.g., Boulder County Partners for a Clean Environment and the Chamber of Commerce) to support businesses along decarbonization journeys. In addition, staff works with the City's Economic Vitality Division to educate businesses about sustainability programs, rebates and incentives and partners with the Division to conduct business site visits. There are six primary business districts with a wide variety of industries and sizes. Unlike the residential sector, commercial decarbonization can vary widely from business to business. The business strategies, recommended by the stakeholder group, are listed below:

1. Business Research – This strategy focuses on conducting an analysis to understand the remaining useful life of carbon-producing equipment in commercial buildings and utilizes the results to help inform outreach, incentives, programs and/or policy design for the City of Louisville. The City has partnered with a class at CU-Anschutz School of Public Health to conduct this analysis and produce a map of results, to be used to target businesses with carbon-producing equipment nearing the end of its useful life.

2. Business Advisement – This strategy focuses on coordinating electrification assessments and promoting rebate and incentive programs from Xcel Energy and Boulder County PACE. This strategy will focus on building relationships, identifying key business champions to support outreach, and engaging with audiences through identified channels. The City is supporting a part-time PACE fellow in 2024 who will focus efforts in Louisville, utilizing research from the CU-Anschutz research project to target engagement efforts within the business community.

Community Engagement
After the MOU between the City of Louisville and Xcel Energy was approved in May, a news item was posted to the city website encouraging interested individuals to apply to join the stakeholder team. This opportunity was highlighted in the June Community Update e-newsletter.

A Community Decarbonization Plan page on the City website was published in June, which included information about the project and workshop slides and notes. Additionally, information about the Community Decarbonization Plan, including workshop notes and slides and a community engagement survey, were available throughout the planning process on Engage Louisville. The community engagement survey was also highlighted in the October Community Update e-newsletter and was shared via the city's social media channels twice in October.

Abbreviated information about the project was included in the Fall Community Update print newspaper and a detailed project overview was included in the Winter Community Update print newspaper. Lastly, a project summary was included in the January 2024 Community Update e-newsletter. The final Plan was presented to the Sustainability Advisory Board in February 2024 and the board's memo is included in the packet as attachment 5.

Impact to Climate Action Goals
As detailed above, the community climate action goals will be achieved, even when accounting for population growth and without any change in behavior or investment, due to Xcel Energy's projected renewable energy electricity portfolio. Additionally, the municipal carbon-free electricity goal has already been achieved, through onsite solar arrays and the City of Louisville's subscription to Xcel Energy renewable electricity programs. The City's 2023 adoption of the Internal Decarbonization Plan and subsequent transition into implementation of this Plan, will result in a significant reduction in municipal GHG by 2030. Therefore, staff proposes the City update the Climate Action Goals to align with the targets set forth in the decarbonization plans. The updated Climate Action Goals are outlined and detailed below:

1. Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025.
    - No change – goal has already been achieved through onsite solar and Xcel Energy subscription programs.

2. Reduce energy-related municipal greenhouse gas emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
    - Previous goal: Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.

- Updated to align with the Internal and Community Decarbonization Plan targets, updated to set GHG reduction target in 2030, rather than 2025 and clarifying “core” emissions as “energy-related” emissions.

3. Generate 75% of Louisville’s residential and commercial/industrial electric needs from carbon-free sources by 2030.
    - No change – goal is likely to be achieved through Xcel Energy’s projected renewable energy electricity portfolio.

4. Reduce energy-related residential and commercial/industrial GHG emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
    - Previous goal: Reduce core community GHG emissions annually below the 2016 baseline through 2030.
    - Updated to align with Community Decarbonization Plan target, clarifying “core” emissions as “energy-related” emissions, and clarifying “community” as “residential and commercial/industrial”.

Xcel Energy Memorandum of Understanding (MOU) and Community Decarbonization Plan Implementation

The intent of the Xcel Energy MOU is to recognize the achieve of the City of Louisville in developing a Community Decarbonization Plan and to outline how the City of Louisville and Xcel Energy will continue to work together to implement the Plan. The term of this joint support will extend from April 1, 2024 through September 30, 2025.

Xcel Energy is committed to supporting the City of Louisville through an 18-month implementation period to make progress on the strategies outlined in the Community Decarbonization Plan. Support from Xcel Energy includes, but is not limited to:

- Develop website content, outreach plans and marketing materials.
- Support development and facilitation of 1-2-3 Electrify workshop series.
- Host virtual staff meetings to review engagement results and identify next steps.
- Lead research to summarize relevant decarbonization resources, barriers and opportunities.
- Lead the development of a data collection process to summarize decarbonization assessment results in a manner that protects data privacy of participating businesses.
- Design, translate and print door hangers to support mobile home decarbonization.
- Facilitate monthly check-in meetings with project management team, including scheduling, setting agendas and taking and sending notes.
- Provide up to $2,500 for reimbursed expenses related to printing and distribution of co-branded marketing materials, venue fees, food, and other related needs associated with outreach and education.

- Provide a stipend of up to $500 to support a mobile home resident or local community organizer to engage with mobile home residents in support of Plan implementation.

Xcel Partners in Energy support for the full Plan implementation is not to exceed 420 hours.

Support from City of Louisville staff includes, but is not limited to:

- Lead the identification of residential, multifamily, rental and mobile home park communication channels and build necessary relationships to support the sharing of decarbonization information and resources.
- Lead the planning and delivery of four regional decarbonization engagement sessions, in collaboration with Superior and Lafayette. Support for the planning and delivery of these sessions may include, the identification of experts, contractors, and community examples, identification of a venue, provision of recording services, and coordination of childcare and interpretation services.
- Identify one or more renters and/or property owners to pilot decarbonization project(s) and support them in implementing the project(s).
- Lead the organization and delivery of one mobile decarbonization listening session for Parco Dello Zingaro residents, including identification of a venue, childcare, and interpretation services.
- Coordinate with graduate students to lead commercial sector research. Research activities will include development of a more detailed baseline of Louisville's commercial sector (e.g., age and type of building equipment), map of results to inform areas to target for commercial electrification studies and incentives, summary of public health and co-benefits of decarbonization, and potential policy levers for the City to consider.
- Identify key business liaisons or champions by business sector to help the City connect with businesses and lead outreach efforts to businesses to garner participation in assessments and rebate programs.
- Participate in conversations to identify opportunities for additional City-led action to support business-sector decarbonization.
- Participate in coordination and attendance of scheduled check-ins, activities, and events.
- Share the plan document, supporting work documents, and implementation results from the Community Decarbonization Plan with the public.

The full scope of work, including detailed roles and responsibilities, can be found in the MOU attachment.

FISCAL IMPACT:
This Plan is being presented to Louisville as an Xcel Partners in Energy community at no-cost and does not incur a direct fiscal impact to the City. The Plan's implementation

MOU includes in-kind fiscal impacts through Sustainability Division staff time to achieve the goals outlined in the Plan and strategies detailed in the MOU.

The Community Decarbonization Plan identified longer-term needs related to electrification of community buildings and transportation and will be incorporated into the 2025/2026 budget.

RECOMMENDATION:
Staff recommends Council adopt Resolution 18, Series 2024, updating the Louisville Clean Energy and Carbon Emission Reduction Goals (Climate Action Goals) to align with the goals are targets outlined in the Community Decarbonization Plan.

Staff recommends Council adopt Resolution 19, Series 2024, approving a MOU with Xcel Energy for the implementation of the Community Decarbonization Plan.

PROGRAM/SUB-PROGRAM IMPACT:
Energy efficiency upgrades positively impact the Sustainability sub-program by reducing energy consumption and realizing cost savings. The objective of the Sustainability sub-program is to use environmental, economic, and human resources to meet present and future needs without compromising the ecosystems on which we depend and to “actively pursue energy efficient upgrades to realize cost savings and reduce environmental impacts.”

Future renewables and electric vehicle planning will further support the Sustainability sub-program by further conserving resources and reducing operational negative environmental impact.

ATTACHMENT(S):
1. Resolution 18, Series 2024 – Climate Action Goals
2. Resolution 19, Series 2024 – Xcel MOU
3. Xcel Energy Implementation MOU
4. Community Decarbonization Plan
5. Sustainability Advisory Board Memo
6. Presentation Slides

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. 18
SERIES 2024

A RESOLUTION UPDATING CLEAN ENERGY AND CARBON EMISSION REDUCTION GOALS (CLIMATE ACTION GOALS)

WHEREAS, the City of Louisville wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption and increase clean energy sources as outlined in the Sustainability Action Plan; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of clean energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

WHEREAS, the City of Louisville is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

WHEREAS, the City of Louisville has already taken a variety of important actions to reduce greenhouse gas emissions and transition to clean energy sources in our community, including installing on-site solar at municipal facilities, undertaking numerous energy efficiency upgrades in municipal facilities, participating in available clean energy programs and promoting programs to increase energy efficiency in City residences and businesses; and

WHEREAS, although it is the City's desire to reach its clean energy and carbon emission reduction goals as set forth in this resolution, the City recognizes there may be obstacles, such as financial feasibility and cost effectiveness, that prevent the City from implementing measures to reach them. If the efforts of the City fall short of the targets, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the City ultimately reaches the goal, in a fiscally responsible manner for our citizenry; and

WHEREAS, "clean energy" includes energy derived from wind, solar, geothermal, hydro and other sources that is not derived from fossil fuel and does not adversely impact communities or the environment; and

WHEREAS, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of clean energy and carbon emission reduction initiatives.

WHEREAS, the City of Louisville has completed an Internal Decarbonization Plan and a Community Decarbonization Plan that set targets and recommend strategies to decarbonize municipal facilities and residential and commercial buildings through energy efficiency, building and transportation electrification and energy supply.

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

Section 1. The City of Louisville hereby updates the following clean energy and carbon emission reduction goals:

1. Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025.
2. Reduce energy-related municipal greenhouse gas emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
3. Generate 75% of Louisville's residential and commercial/industrial electric needs from carbon-free sources by 2030.
4. Reduce energy-related residential and commercial/industrial GHG emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.

Section 2. On an annual basis, the City Council will review progress towards these goals and other relevant information.

PASSED AND ADOPTED this 2nd day of April, 2024

____
Christopher M. Leh, Mayor

ATTEST:

____
Meredyth Muth, City Clerk

RESOLUTION NO. 19
SERIES 2024

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH XCEL ENERGY FOR THE IMPLEMENTATION OF A COMMUNITY DECARBONIZATION PLAN

WHEREAS, the City of Louisville remains committed to its adopted goals to reduce energy consumption, increase clean energy sources, and support the transition to a low-carbon community as outlined in the Sustainability Action Plan and Climate Action Goals; and

WHEREAS, Xcel Energy has offered to partner with the City in the development and implementation of a Community Decarbonization Plan that reflects the City's vision in reducing greenhouse gas emissions through energy efficiency, building and transportation electrification and energy supply; and

WHEREAS, there has been proposed a Memorandum of Understanding ("MOU") to confirm the City's and Xcel Energy's intent to participate in the implementation of the City's Decarbonization Plan.

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

Section 1. The Memorandum of Understanding ("MOU") between the City of Louisville and Xcel Energy to confirm the City's and Xcel Energy's intent to participate in implementation of the Community Decarbonization Plan, a copy of which MOU accompanies this Resolution, is hereby approved.

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

PASSED AND ADOPTED this 2nd day of April, 2024.

____
Christopher M. Leh, Mayor

ATTEST:

____
Meredyth Muth, City Clerk

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PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

Memorandum of Understanding
Phase 2 – Plan Implementation

Kayla Betzold
City of Louisville
749 Main St
Louisville, CO 80027

The intent of this Memorandum of Understanding is to recognize the achievement of the City of Louisville in developing a Community Decarbonization Plan. Xcel Energy, through its Partners in Energy offering, has supported the development of this Community Decarbonization Plan, which seeks to:

- Further decarbonize Louisville's energy supply,
- Improve the efficiency of, and electrify, existing buildings, and
- Increase the adoption of electric vehicles (EVs) and the charging infrastructure necessary to support EV adoption.

This document outlines how the City of Louisville (the City) and Xcel Energy will continue to work together to implement this Community Decarbonization Plan. The term of this joint support, as defined in this document, will extend from April 1, 2024 through September 30, 2025.

The City's Community Decarbonization Plan establishes the following goals and targets:

Community Decarbonization Plan Goal

The City of Louisville will reduce energy-related emissions 60% below 2016 by 2030 and will be carbon neutral by 2050.

Community Decarbonization Plan Targets

Louisville's Community Decarbonization Plan sets the following annual targets for the 18-month implementation period.

Implementation Targets	Residential	Commercial
Participation in Xcel Energy Demand Side Management programs (focus on electrification programs)	710	160
New EV's on the road	720	
New participation in Xcel Energy renewable energy programs	123	15

Xcel Energy will support the City in achieving the goals of its Community Decarbonization Plan in the following ways:

Residential Sector

- Strategy R-1: Single-Family Homeowner Engagement
    - Draft a decarbonization roadmap (e.g., key steps and resources) to help single-family residents navigate energy efficiency, electrification, and renewable energy actions.

- Develop draft website content, outreach plan, and outreach toolkit based on decarbonization roadmap.
- Train City staff, LSAB, and partnering organizations on how to use the outreach toolkit through virtual training.
- Support the planning and execution of four regional decarbonization engagement sessions, in collaboration with Superior and Lafayette. Support for the planning and delivery of these sessions may include the identification of Xcel Energy speakers and topic experts, development of promotional materials, development of informational materials, and provision of catering.
- Host virtual meeting with City staff to review results of engagement and identify next steps to support decarbonization goals.

- Strategy R-2: Rental and Multifamily Engagement
  - Lead preliminary research to summarize relevant decarbonization resources and eligibility requirements for renters and/or multifamily properties.
  - Lead the development of up to four “rental property decarbonization” success stories including a write up and social media content.
  - Host one virtual meeting with City staff to review results of engagement and identify next steps to support decarbonization goals.
- Strategy R-3: Mobile Home Engagement
  - Host up to two virtual meetings with City staff and Louisville Sustainability Advisory Board (LSAB) to gather background information about Parco Dello Zingaro including previous engagement efforts and community characteristics.
  - Conduct initial research to identify decarbonization barriers and opportunities unique to mobile home residents.
  - Host up to two virtual meetings with Xcel Energy staff to better understand program structures and to identify potential opportunities to improve program access for mobile home residents.
  - Co-host up to three community partner meetings to bring together City staff and community partners (as identified by the City).
  - Attend up to one City-led waste event to share existing resources to support decarbonization and promote upcoming listening session.
  - Design, translate, and print door hangers to share existing resources to support mobile home decarbonization and promote decarbonization listening session.
  - Support the organization and delivery of one listening session by developing and producing a summary of resources (e.g., printed flyer available in English and Spanish) and providing catering.
  - Host one or more meetings with City staff to review results of engagement and identify next steps to support decarbonization goals.

Support funded by Xcel Energy for this strategy is not to exceed 280 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and do not include support provided by Xcel Energy internal program staff.

Business Sector

- B-1 Business Research
    - Provide utility data and suggestions for supplemental data sources to inform graduate student-led research to develop a more detailed baseline of Louisville's commercial sector (e.g., age and type of building equipment).
    - Review and provide feedback on student-led commercial sector research.
    - Support the development of a business community survey.
    - Support Louisville in evaluating program/policy options to support additional commercial decarbonization.
- B-2 Business Advisement
    - Connect Boulder County PACE and Xcel Energy and facilitate the development of a coordination process for providing decarbonization assessment services (e.g., Boulder County PACE electrification advisory services, Xcel Energy Business Assessment services, Xcel Energy Fleet Electrification Advisory Program) to businesses.
    - Support general and targeted engagement efforts to connect businesses with decarbonization assessment services.
    - Lead the development of a data collection process to summarize decarbonization assessment results in a manner that protects data privacy of participating businesses.
    - Summarize available decarbonization assessment data to inform the Business Research strategy.
    - Facilitate conversations with City staff to identify opportunities to support additional commercial decarbonization, based on the results of the Business Research and Business Advisement strategies.

Support funded by Xcel Energy for this strategy is not to exceed 75 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and do not include support provided by Xcel Energy internal program staff.

Project Management, Reimbursed Expenses and Bonus

- Coordinate implementation kick-off.
- Facilitate monthly check-in meetings with project management team, including scheduling, setting agendas, facilitating, and taking and sending notes.
- Lead annual tracking and reporting of strategy implementation progress and progress toward targets.
- Connect the City with Partners in Energy Network offerings (e.g., webinars, events).
- Provide up to $2,500 for reimbursed expenses related to printing and distribution of co-branded marketing materials, venue fees, food, and other related needs associated with outreach and education. Xcel Energy funding will not be provided for the purchase of alcohol.
- Provide a stipend of up to $500 to support a mobile home resident or local community organizer to engage with mobile home residents.

Support funded by Xcel Energy for project management is not to exceed 65 hours. These hours will include those provided through our Partners in Energy team from Brendle Group and do not include support provided by Xcel Energy internal program staff.

The City of Louisville commits to achieving the goals of its Community Decarbonization Plan in the following ways:

Residential Sector

- Strategy R-1: Single-Family Homeowner Engagement
  - Inform decarbonization roadmap (e.g., key steps and resources) to help single-family residents navigate energy efficiency, electrification, and renewable energy actions.
  - Publish community decarbonization webpage using content developed by Partners in Energy
  - Lead the identification of residential communication channels and build necessary relationships to support the sharing of decarbonization information and resources.
  - Review residential outreach plan and outreach toolkit.
  - Lead implementation of outreach plan by connecting communication channel managers with content from the outreach toolkit.
  - Lead the planning and delivery of four regional decarbonization engagement sessions, in collaboration with Superior and Lafayette. Support for the planning and delivery of these sessions may include, the identification of experts, contractors, and community examples, identification of a venue, provision of recording services, and coordination of childcare and interpretation services.
  - Participate in conversations to review results of engagement and identify opportunities for additional City-led action to support residential decarbonization.
- Strategy R-2: Rental and Multifamily Engagement
  - Lead the identification of rental and multifamily communication channels and build necessary relationships to support information sharing.
  - Identify one or more renters and/or property owners to pilot decarbonization project(s).
  - Support renters and/or property owners in implementing decarbonization project(s).
  - Support the development of success story content by reviewing write ups and social media content and by leading any video development.
  - Connect identified communication channel managers with success stories.
  - Participate in conversations to identify opportunities for additional City-led action to support rental and multifamily property decarbonization.
- Strategy R-3: Mobile Home Engagement
  - Identify key City staff and attend initial meeting(s) to provide background information about Parco Dello Zingaro including previous engagement efforts and community characteristics.

- Identify key community partners (e.g., residents of Parco Dello Zingaro or other trusted community liaisons) to lead engagement. Clarify roles and responsibilities for those partners.
- Lead the organization and delivery of one mobile decarbonization listening session for Parco Dello Zingaro residents, including identification of a venue, childcare, and interpretation services.
- Participate in conversations to identify opportunities for additional City-led action to support mobile home decarbonization.

Business Sector

- B-1 Business Research
    - Coordinate with graduate students to lead commercial sector research. Research activities will include development of a more detailed baseline of Louisville's commercial sector (e.g., age and type of building equipment), map of results to inform areas to target for commercial electrification studies and incentives, summary of public health and co-benefits of decarbonization, and potential policy levers for the City to consider.
    - Lead development and administration of a business community survey.
    - Lead integration of research results to inform program/policy direction.
- B-2 Business Advisement
    - Identify one or more engagement leads from the City to business outreach and engagement.
    - Provide Spanish translation and interpretation services to support assessments for Spanish-speaking business or property owners.
    - Identify key business liaisons or champions by business sector, who can help the City connect with businesses.
    - Lead outreach efforts to businesses to garner sign ups.
    - Attend decarbonization assessment walks.
    - Participate in conversations to identify opportunities for additional City-led action to support business-sector decarbonization.

Project Management

- Participate in coordination and attendance of scheduled check-ins, activities, and events.
- Provide Xcel Energy an opportunity to review marketing materials to assure accuracy when they incorporate the Xcel Energy logo or reference any of Xcel Energy's products or services.
- Share the plan document, supporting work documents, and implementation results from the Community Decarbonization Plan with the public.

Single Points of Contact

All communications pertaining to this agreement shall be directed to Kayla Betzold, on behalf of the City of Louisville, and Sofia Troutman, on behalf of Xcel Energy.

Legal Applicability and Waiver

This is a voluntary agreement and not intended to be legally binding for either party. This Memorandum of Understanding has no impact, nor does it alter or modify any existing Franchise Agreement or other existing agreements between Xcel Energy and the City. Parties agree that this Memorandum of Understanding is to memorialize the intent of the Parties regarding Partners in Energy but does not create a legal agreement between the Parties. It is agreed by the Parties that nothing in this Memorandum of Understanding will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the Parties. This Memorandum of Understanding is for the benefit of the Parties and does not create third party rights. Nothing in this Memorandum of Understanding constitutes a waiver of the City's ordinances, the City's regulatory jurisdiction, or Colorado's utility regulatory jurisdiction.

Xcel Energy is excited about this opportunity to support the City of Louisville in advancing its goals. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy's support of energy efficiency and renewable energy as important resources to meet your future energy needs.

For the City of Louisville:

Signature: ________________________________

Name: ___________________________________

Title: ____________________________________

Date: ____________________________________

For Xcel Energy:

Signature: ________________________________

Name: ___________________________________

Title: ____________________________________

Date: ____________________________________

City of Louisville

A Community Decarbonization Plan for Louisville

February 2024

Xcel Energy®

PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

ACKNOWLEDGEMENTS

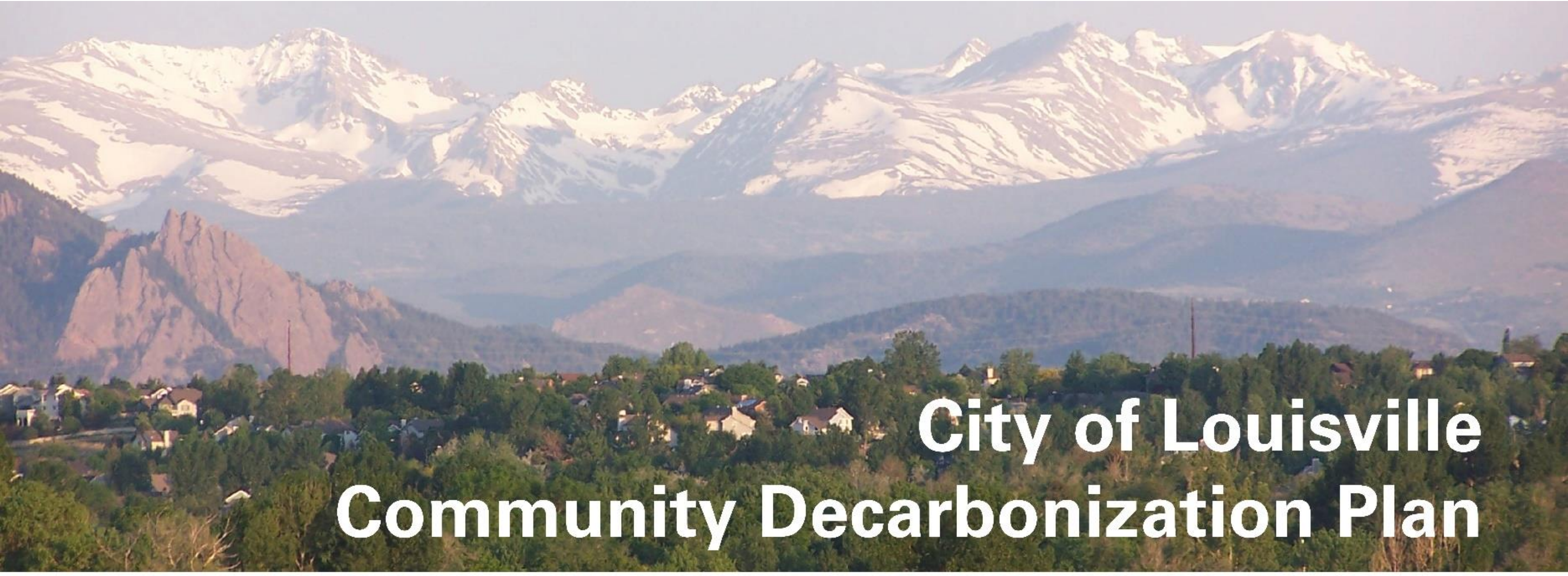
Thank you to the following individuals who contributed many hours of service to developing this Community Decarbonization Plan. The individuals who contributed to this planning process are collectively referred to as the Community Decarbonization Stakeholder Team (stakeholder team).

The content of this plan is derived from a series of planning workshops hosted by Xcel Energy's Partners in Energy. Xcel Energy is the main electric and gas utility serving Louisville. Partners in Energy is a two-year collaboration to develop and implement a community's energy goals. For more information about the planning workshops, see **Appendix A: Xcel Energy's Partners in Energy Planning Process**.

Community Decarbonization Stakeholder Team	
Ryder Bailey	City of Louisville, Finance Director
Kayla Betzold	City of Louisville, Sustainability Manager
Austin Brown	City of Louisville, Economic Vitality Specialist
Todd Budin	Louisville Sustainability Advisory Board, Chair
Audrey DeBarros	Commuting Solutions, Executive Director
Elizabeth French	Boulder County Partners for a Clean Environment, Manager
Jennie Geiger	Louisville resident
Marina La Grave	Boulder County, Climate Equity Specialist
Eric Lund	Louisville Chamber of Commerce, Executive Director
Erin Lynch	Louisville resident
Gregory Maring	Commercial property owner
Scott Reichenberg	Commercial developer and property owner
Partners in Energy Team	
Iffie Jennings	Xcel Energy, Area Manager
Sofia Troutman	Xcel Energy, Partners in Energy Program Manager
Joe Limone	Xcel Energy, Louisville Account Manager
Sarah Kaye	Partners in Energy, Community Facilitator
Terry Hartfield	Partners in Energy, Community Facilitator
Idalia Cabrales	Partners in Energy, Community Facilitator
Andrea McCarthy	Partners in Energy, Community Facilitator

This Community Decarbonization Plan was funded by and developed in collaboration with Xcel Energy's Partners in Energy. Partners in Energy shall not be responsible for any content, analysis, or results if Louisville has made modifications to the plan.

TABLE OF CONTENTS



City of Louisville Community Decarbonization Plan

About this Plan

This Community Decarbonization Plan was developed in collaboration with Xcel Energy Partners in Energy. This plan focuses on decarbonizing Louisville's energy supply, improving the efficiency of and electrifying existing buildings, and increasing the adoption of electric vehicles (EV).

The City of Louisville recruited nine stakeholders with diverse community perspectives to inform the contents of this plan. Stakeholders met over the course of seven months and provided input through four in-person workshops and one stakeholder survey. Additionally, City staff sought plan feedback through a community survey.

Louisville's Vision & Goal for Community Decarbonization

A plan's vision defines a community's desired future state. It can also serve as a "north star," helping to guide action and prioritize resources. The stakeholder team collectively defined the following vision.

Vision

Louisville will take a measured, equitable approach to reducing carbon emissions from the building, energy supply, and transportation sectors.

Goal

The City of Louisville will reduce energy-related emissions 60% below 2016 levels by 2030 and will be carbon-neutral by 2050.

How Are We Going to Get There

The stakeholder team identified the following strategies to implement over the next 18-months. These strategies focus on addressing low-hanging fruit and laying the groundwork for future, high-impact action. Louisville will need to take additional actions beyond this 18-month implementation period to achieve their 2030 and 2050 goals.

Decarbonizing Our Residential Sector

- R-1 Single-Family Homeowner Engagement
- R-2 Rental and Multifamily Engagement
- R-3 Mobile Home Engagement

Decarbonizing Our Commercial and Industrial Sector

- B-1 Business Research
- B-2 Business Advisement

City of Louisville

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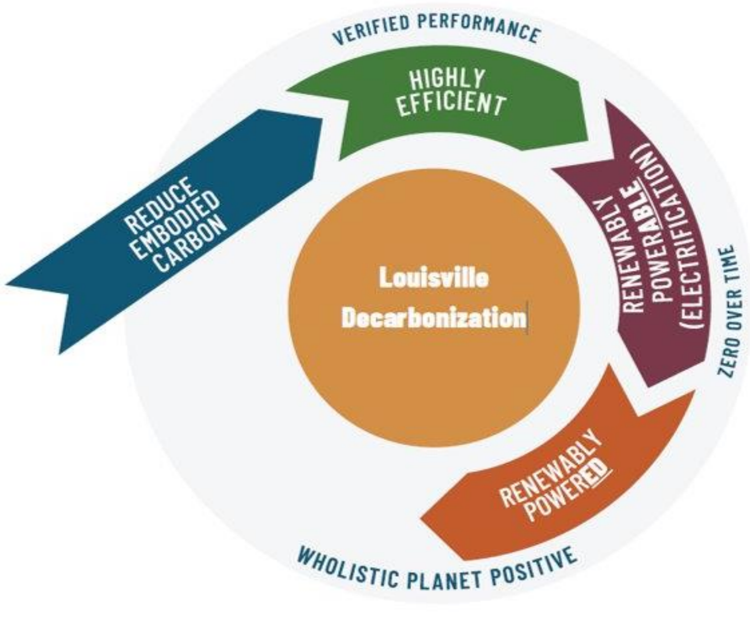
INTRODUCTION

Defining Decarbonization

A lot of our daily activities have carbon dioxide emissions associated with them—from the natural gas we use to heat our homes to the gasoline or diesel used to power our vehicles. Carbon dioxide, referred to as carbon in this plan, is a greenhouse gas that traps heat in the earth's atmosphere and is a main driver of climate change. The Sixth Assessment Report published by the Intergovernmental Panel on Climate Change (IPCC) in 2023 found that human activities have "unequivocally" caused global warming of 1.1ºC above pre-industrial levels (IPCC, 2023). The report also points to gaps between emissions projected in the context of current policy commitments and the levels needed to keep warming below 1.5ºC (IPCC, 2023).

Decarbonization is the act of reducing carbon from human activities. So, what does this process look like? As part of Louisville's Internal Decarbonization Plan, engineering firm McKinstry used Figure 1 to define the key components of decarbonization. While the steps shown don't always occur in sequence, considering them sequentially can help draw an efficient roadmap for decarbonization.



Source: City of Louisville Internal Decarbonization Plan (McKinstry, 2023)

Figure 1. Shows how City of Louisville's Internal Decarbonization Plan defines decarbonization.

It starts with reducing "embodied carbon", which refers to carbon emissions associated with production of raw materials needed to create our buildings and vehicles. Next comes improving the efficiency of our buildings, building equipment, and modes of transportation. Next, we make sure anything that's powered – like HVAC equipment, stoves, water heaters, or vehicles – can be powered renewably, by converting fossil fuel systems to electric. Finally, we power all equipment with renewable energy, like solar or wind energy.

Though there are also decarbonization opportunities in the waste, water, and agricultural sectors, this plan is focused on building efficiency and electrification, transportation electrification, and renewable energy supply. The following section further describes the specific scope of this plan.

Scope of This Community Decarbonization Plan

This Community Decarbonization Plan was developed in collaboration with Xcel Energy Partners in Energy. Xcel Energy is the natural gas and electric utility that serves the City of Louisville. Partners in Energy is a two-year collaboration to develop and implement a community's renewable energy, energy efficiency, building electrification, and transportation electrification goals. The City of Louisville recruited nine stakeholders with diverse community perspectives to inform the contents of this plan. This Community Decarbonization Stakeholder Team (see Acknowledgements) met over the course of seven months and provided input through four in-person workshops and one stakeholder survey.

As such, this plan focuses on decarbonizing Louisville's energy supply, improving the efficiency of and electrifying existing buildings, and increasing the adoption of electric vehicles. Decarbonization of additional sectors is addressed through other City plans, policies, and programs, such as the Sustainability Plan, the Comprehensive Plan, support for those rebuilding after the Marshall Fire, and the City's energy code. Decarbonization of City fleet and facilities is addressed through the City of Louisville's Internal Decarbonization Plan, adopted by City Council in October 2023.

Marshall Fire

In December of 2021, over 500 Louisville homes and businesses were burned in the Marshall Fire. With support from federal, state, utility, and local partners, Louisville began the slow process of recovering and rebuilding.

The reconstruction of these homes presents an important opportunity for decarbonization in Louisville. This Community Decarbonization Plan focuses solely on existing homes and businesses, however, there are substantial resources available to help Marshall Fire victims rebuild in alignment with Louisville's decarbonization goals. The Resilient Rebuild collaboration was formed in the wake of the Marshall Fire to connect residents with essential reconstruction information and resources. A critical function of this effort is to support the construction of energy efficient homes.

Electrification and Grid Readiness

Xcel Energy's Clean Heat Plan and 2023 Demand-Side Management and Beneficial Electrification Plan (filed, but not yet approved as of January 2024) in Colorado will help lay the groundwork for customers seeking to electrify their homes through new utility programs and initiatives launching in 2024. These programs include robust insulation and air sealing rebates, which help improve the building envelope before electrification. These plans also include programs and rebates for electric equipment, including additional rebates for projects that pair insulation, air sealing, and heat pumps. The goal in both plans is to reduce carbon emissions and increase energy efficiency across multiple sectors, from residential to business to industrial, while maintaining reliability and affordability.

In addition to offering equipment rebates for electrification, Xcel Energy is preparing for electrification and increased electricity demand in a variety of ways, including advanced grid investments and demand side management programs. Xcel Energy's Advanced Grid Initiative is bringing digital technology to electric service with a smarter, more resilient electric distribution grid (see the Partners in Energy Advanced Grid Community Playbook for more details). Compared to traditional distribution systems, the advanced grid enhances visibility and control of the grid via modern system technology. Demand side management strategies, like time-of-use rates (also known as time-of-day rates) in Colorado, will allow Xcel Energy customers to use electricity in off-peak hours and give customers more control over bills.

What Makes Louisville Unique for Decarbonization?

During the first Community Decarbonization planning workshop, Partners in Energy developed a community decarbonization baseline (see Appendix B for details) and asked stakeholders to reflect on the question "What makes Louisville unique for decarbonization?". The following section summarizes some of the unique aspects of Louisville that present barriers and opportunities for decarbonization.

Louisville Community Members Are Community-Focused and Sustainability Minded

The residents and businesses in Louisville value the environment and have a strong sense of community. Many community members are educated and engaged on topics of sustainability and there are lots of communication channels available to share resources and information.

Figure 2. A workshop poster in which participants categorized barriers and opportunities related to decarbonization.

Not All Community Members Have Equal Decarbonization Opportunities

An individual's or family's housing situation, educational background, and socio-economic status can present barriers or opportunities for decarbonization. Stakeholders identified the importance of helping address these inequities, by identifying projects that produce real benefits for community members, while offsetting potential costs with existing or new resources.

Balancing Decarbonization with Economic Vitality is Paramount

Purchasing an electric car, upgrading insulation, or installing a heat pump water heater can be expensive. In older homes, electric panels may require upgrades to accommodate new demands of electric equipment. On a community scale, large infrastructure investments may be required to accommodate broad electrification efforts. Given these cost factors, the stakeholder team underscored the importance of leveraging incentives over regulations to advance community decarbonization while upholding economic vitality.

Commercial Sector Makes Up the Majority of Community Natural Gas Use

Across Partners in Energy communities in Colorado, natural gas use is typically driven by the residential sector, however Louisville's natural gas use in 2022 was 53 percent from the commercial sector. Louisville's commercial sector has some large businesses including breweries, national scale food services, and hospitals that could drive much of the increased natural gas use over a typical community.

Louisville Has Ample Public Charging Opportunities

There are 54 EV charging ports dispersed throughout the City of Louisville (Figure 3). While there is no definitive guideline, one best practice suggested installing a public charging port for every ten electric vehicles (Alternative Fuels Infrastructure Directive, 2021). In 2021, there were 468 electric vehicles registered (8.5% of total registrations) (Boulder County DMV, 2021). This is less than nine vehicles per charging port, indicating the City of Louisville has ample public charging. As EV adoption increases in the community, Louisville may consider strategic investments in public infrastructure, such as public charging to increase access for those without access to at home charging. Additional strategies could include promoting workplace charging and home charging.

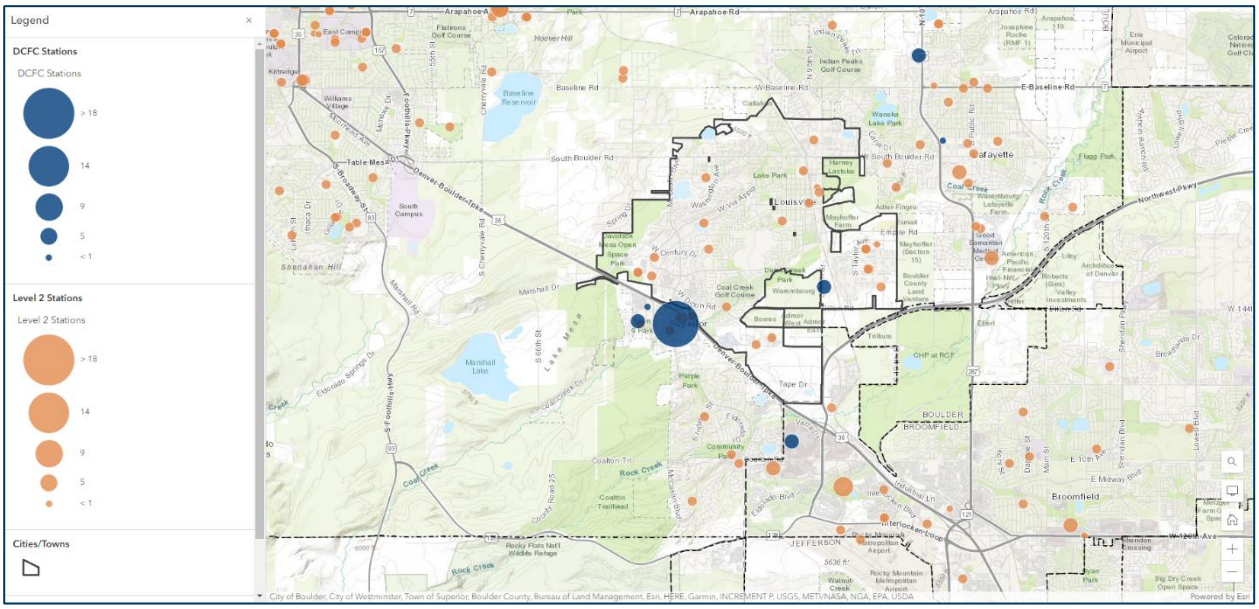


Figure 3: A map of Fast Charing (DCFC) and Level-2 charging stations in Louisville.

Renewable Energy Adoption in Louisville is Higher than Average

Across Partners in Energy communities, on average about 7% of residential customers and 2% of commercial customers have adopted renewable energy through an Xcel Energy program. In Louisville, renewable energy participation is much greater with 15% of Louisville residents and 7% of Louisville businesses adopting renewable energy. Enabled by the greening of the Xcel Energy electric grid in combination with Louisville’s renewable energy efforts, emissions associated with electricity are rapidly decreasing. With lower electric grid carbon intensity, electrifying natural gas-powered equipment in buildings and gasoline/diesel-using vehicles will result in significant greenhouse gas emissions savings long-term for the community.

OUR VISION FOR A CARBON-NEUTRAL FUTURE

Louisville's Vision for Community Decarbonization

A plan's vision defines a community's desired future state. It can also serve as a "north star," helping to guide action and prioritize resources. The Community Decarbonization Stakeholder Team collectively defined the following vision.

***Louisville will take a measured, equitable approach to reducing carbon emissions from the building, energy supply, and transportation sectors*.**

Louisville's Community Decarbonization Goal

In 2019, the City of Louisville adopted a resolution to "Reduce core community GHG emissions annually below the 2016 baseline through 2030". From an energy emissions perspective, the City has met this goal every year since 2016, and is projected to meet this goal into the future (Figure 4), even when accounting for population growth and without any change in behavior or investment. Xcel Energy's commitment to provide carbon-free electricity by 2050, which will draw down electricity emissions to zero, is playing a significant role in enabling Louisville to meet its current GHG emissions goal. Without a reduction in emissions from electricity, Louisville's overall energy emissions would increase as shown on the dotted trajectory of Louisville's baseline emissions. Long term, emissions from natural gas use represent a growing percentage of overall energy emissions and highlights the need to reduce natural gas use to achieve greater emissions reductions.

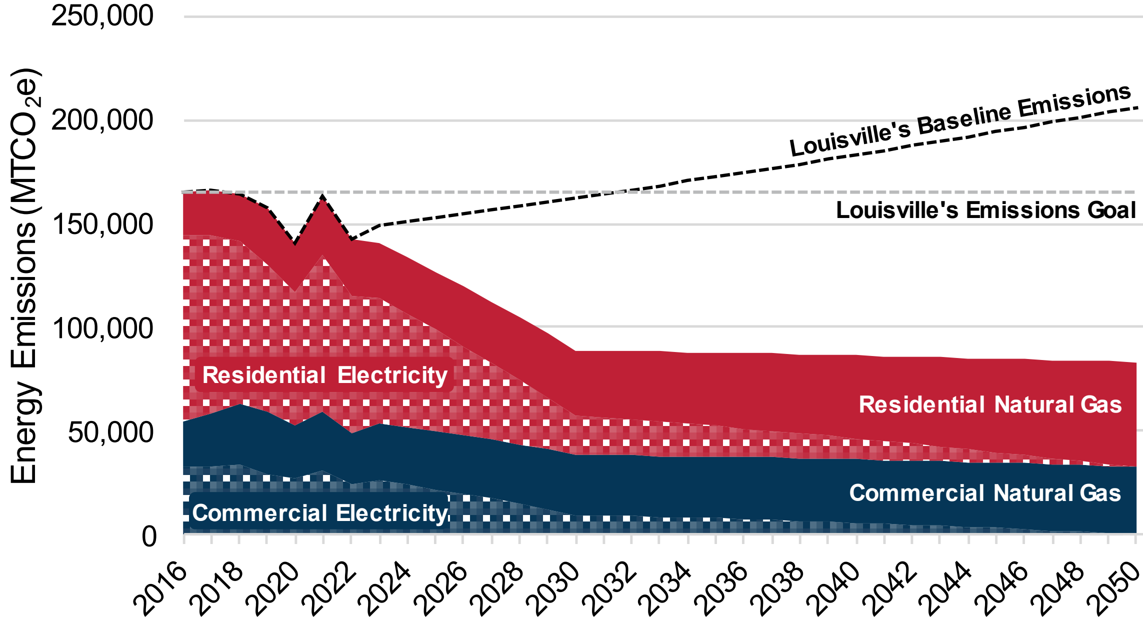


Figure 4. City of Louisville Energy Emissions Forecast

Today, the City of Louisville is looking ahead to further reduce emissions beyond its current goal. As part of the development of this Community Decarbonization Plan, stakeholders were tasked with updating the City's energy decarbonization goal to better reflect community values. Partners in Energy identified three peer goals to serve as benchmarks for conservative, ambitious, and aspirational decarbonization pathways. The table below summarizes these benchmarks.

Table 1. Benchmark Energy Decarbonization Goals Used to Inform Goal Setting

	Conservative	Ambitious	Aspirational
Definition	Achievable with current budget and workforce	Will require additional investment, but doable	Would need significant adjustment in current priorities to achieve
Benchmark	Benchmark: State (CO)	Benchmark: Superior	Benchmark: Boulder
Goal	50% below 2005 GHG emissions by 2030	60% below 2016 GHG emissions by 2030 and net-zero GHG emissions by 2050	Net zero emissions by 2035

The three benchmark goals are visualized in comparison to the City of Louisville's goal in Figure 5.

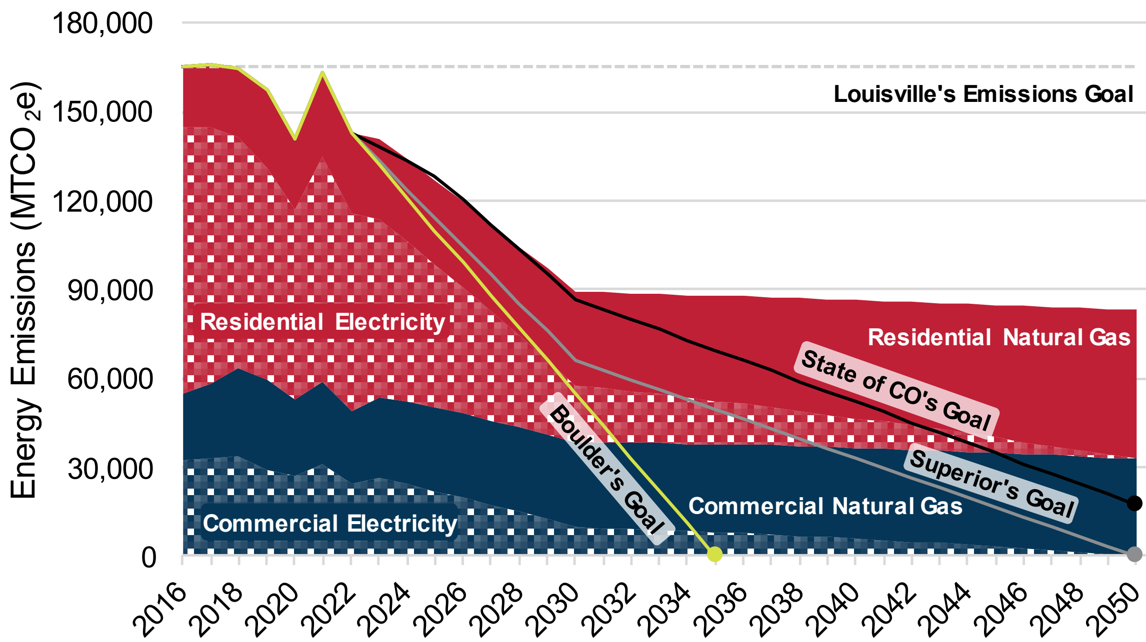


Figure 5. City of Louisville Emissions Goals Compared to Benchmark Conservative, Ambitious, and Aspirational Goals

The stakeholder team agreed to align with the “ambitious” benchmark, which establishes the following goal for this Community Decarbonization Plan:

The City of Louisville will reduce energy-related emissions 60% below 2016 by 2030 and will be carbon neutral by 2050.

HOW WE ARE GOING TO GET THERE

What Will It Take To Meet Our Goals

Figure 6 shows three energy emissions scenarios. All emission scenarios assume that Louisville continues to grow according to historical averages.

The first scenario, shown with a blue line, represents baseline emissions. The baseline emissions scenario assumes that no action is taken by Xcel Energy to decarbonize the electricity grid or by Louisville community members to reduce energy emissions.

The second scenario, shown with a grey line, represents "business-as-usual" emissions. This scenario assumes that Xcel Energy will continue to decarbonize their electricity grid, and that Louisville community members will continue to participate in renewable energy and DSM programs according to historical averages.

Under the business-as-usual scenario, Louisville is projected to achieve approximately a 50% reduction in energy emissions by 2030, about 10% short of this plan's 2030 goal. Therefore, additional action must be taken to meet Louisville's emissions goals.

The third scenario, shown with a black line, represents the additional action required to reduce energy emissions 60% below 2016 levels by 2030 and to draw energy emissions down to zero by 2050. This scenario assumes Xcel Energy will continue to decarbonize their electricity grid, that a transition to electric vehicles will increase electricity emissions in the mid-term, and that Louisville community members will participate in renewable energy and DSM programs at higher rates than they have in the past.

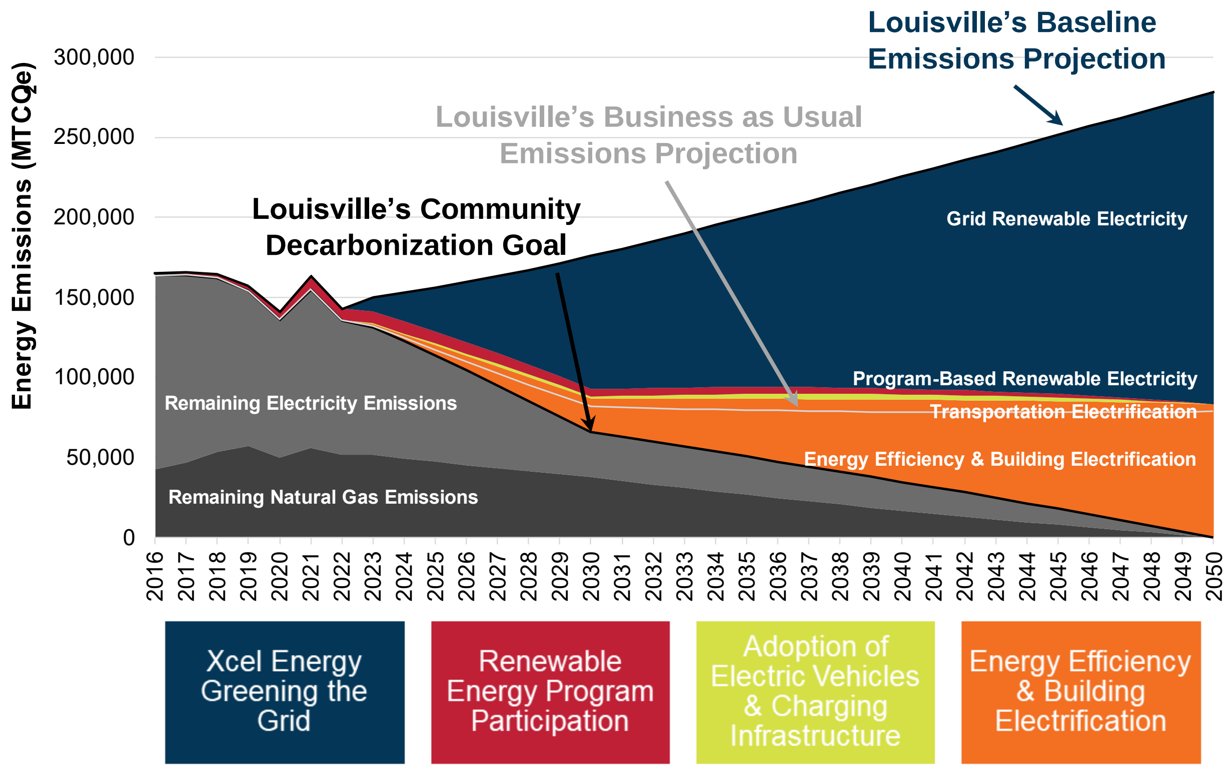


Figure 6. A carbon neutral pathway to meet Louisville's emissions goal

To better understand what it would take to achieve the Community Decarbonization Plan goals on an annual basis, Partners in Energy modeled the energy efficiency, building electrification and renewable energy action required to achieve the identified goal. Additionally, Partners in Energy modeled annual targets for EV adoption that reflect increased adoption rates. Table 2 summarizes the annual decarbonization targets necessary to achieve a 60% reduction in energy related GHG emissions by 2030 and carbon neutrality by 2050.

Table 2. Annual Sector Targets to Support Community Decarbonization Plan Goals

	Metric	Residential	Commercial	Total
Energy Efficiency	*Targeted DSM participation*	543	91	634
Building Electrification	*Premises electrified*	381 (2023-2030) 340 (2031-2050)	72 (2023-2030) 103 (2031-2050)	453 (2023-2030) 443 (2031-2050)
Transportation Electrification	*New EV's on the road*	~500 (2023-2032) and ~1,100 (2033-2050)		
Renewable Energy	*Participation in RE programs*	148 (new)	19 (new)	167 (new)

Compared to historical trends (actual program participation data between 2016-2022), these targets represent a:

- 7% increase in energy efficiency program participation
- Significant increase in building electrification. Data was unavailable to indicate current levels of building electrification. To electrify one premise, it is assumed that water heating and space heating would each be electrified.

- 100%-200% increase in transportation electrification
- 70% increase in renewable energy program participation, in line with current increasing participation trends in Louisville.

Establishing Targets for the Next 18-months of Implementation

It will take time to ramp up to the levels of program adoption reflected in Table Table 2 – especially for energy efficiency, building electrification, and transportation electrification. The stakeholder team identified several foundational strategies that must be completed before the City pursues more aggressive expansion of decarbonization technologies. These include activities like preliminary research, engagement, and advisement.

These initial activities will set Louisville up for bigger-impact campaigns in future years but are not likely to produce program participation in line with established annual targets in Table 2. Therefore, Partners in Energy developed more modest targets to reflect the foundational nature of the strategies outlined in this plan.

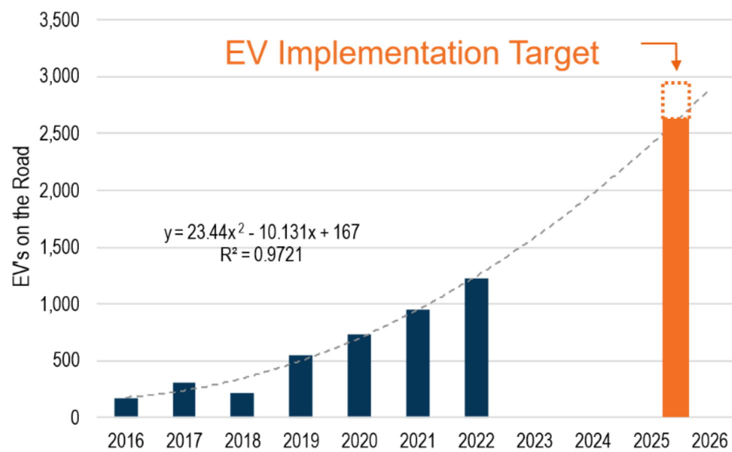


Figure 7. EV's on the road in Louisville, CO

The more modest implementation targets are summarized below in Table 3. Energy efficiency and building electrification implementation targets are combined, as progress will be tracked using participation data in the suite of Xcel Energy demand side management (DSM) programs with a particular focus on programs that support building electrification. EV's on the road will be tracked utilizing a state-wide dashboard named EvaluateCO with intent to exceed the current increasing adoption trend by 10% by the end of implementation, as shown in Figure 7. Renewable energy participation will also be tracked using participation data in Xcel Energy renewable energy programs, with a particular focus on programs that reduce emissions above and beyond the renewable energy supplied to all Xcel Energy electric customers on the grid. Strategies to achieve the targets outlined in the below table will be described in the next section, **Short Term Strategies to Get Us Going**.

Table 3. Annual Implementation Tracking Targets through 2025

Implementation Targets (Annual)	Residential	Commercial	Total
Energy Efficiency & Building Electrification: Combined participation in Xcel Energy DSM programs	643	135	778
Transportation Electrification: New EV's on the road	n/a	n/a	480*
Renewable Energy: New participation in Xcel Energy renewable energy programs	110	14	124

*Individual sector targets for transportation electrification were not established.

Short Term Strategies to Get Us Going

To help achieve Louisville's decarbonization goal, the stakeholder team identified five strategies, classified into two sectors: residential and commercial/industrial. The strategies outlined below are short-term strategies for implementation over the next 18 months. As such, these strategies focus on addressing low-hanging fruit and laying the groundwork for future, high-impact action. Louisville will need to take additional action beyond this 18 month implementation period to achieve their 2030 and 2050 goals.

Decarbonizing Our Residential Sector

- R-1 Single-Family Homeowner Engagement
- R-2 Rental and Multifamily Engagement
- R-3 Mobile Home Engagement

Decarbonizing Our Business Sector

- B-1 Business Research
- B-2 Business Advisement

Decarbonizing Our Residential Sector

The City of Louisville is relatively small with just under 21,000 residents (U.S. Census Bureau, 2023). Louisville residents generally have a high capacity for decarbonization, with fewer perceived barriers than other communities. As highlighted in the introduction to this plan, Louisville residents tend to be sustainability-minded and well educated on sustainability topics.

The community-wide household median income is $135,840 (U.S. Census Bureau, 2022). Most homes are single family and owner occupied, which correlates with a higher ability to invest in electric equipment. Additionally, most households have access to two or more vehicles, which correlates to a higher willingness to electrify at least one vehicle.

However, not all residents own multiple vehicles, own their home, and have moderate to high incomes. Advancing decarbonization equitably in the residential sector will mean connecting all residents, including renters, lower-income, and mobile home residents, with the right information and resources to support them along their unique decarbonization journeys.

The strategies in this sector seek to build upon existing momentum, while breaking down barriers to uncover new opportunities for Louisville's residents.

Residential Implementation Targets

Implementation Targets (Annual)	Residential
Energy Efficiency & Building Electrification: Combined participation in Xcel Energy DSM programs	643
Transportation Electrification: New EV's on the road	n/a
Renewable Energy: New participation in Xcel Energy renewable energy programs	110

Strategy R-1: Single-Family Homeowner Engagement

Strategy Description & Context
Residents who own a single-family home have more authority and autonomy to make investments like installing home charging, making electric panel upgrades, or purchasing

rooftop solar. In the City of Louisville, 76 percent of residents live in single-family detached homes and 68 percent of homes are owner occupied (U.S. Census Bureau, 2023; U.S. Census Bureau, 2022). This strategy focuses on engaging with single-family homeowners to better understand the barriers and opportunities for beneficial electrification, and to connect those residents with available resources to address identified barriers. This strategy will occur in four phases. The first phase, establishing a foundation, will focus on information gathering and building two-way communication channels with homeowners. The second and third phases will focus on engaging with these audiences through identified channels. The final phase will focus on reflecting on our engagement, to understand where information and existing resources are not enough to overcome identified barriers, and to inform future City of Louisville action. The target audience for this strategy includes: ▪ Single-family homeowners interested in electrifying their homes or driving EVs		
Scope & Timeline		
Phase 1: Establishing a foundation		**Q1 2024**
Establish a Website	Establish a community decarbonization landing page to host key information about decarbonization, events, and resources. This website should serve as a one-stop-shop for residents interested in decarbonization. The website should outline a "decarbonization roadmap" showing a proposed "pathway" for decarbonization.	
Strengthen Communication Channels	Identify list of potential outreach channels and establish relationships with channel managers (e.g., HOA newsletters, City social media, mailers). Record any key channel details (e.g., audience, frequency, media format) and potential engagement metrics to track.	
Phase 2: Homeowner Outreach		**Q2 2024**
Develop an Outreach Plan	Based on communication channels, develop an outreach plan including key messages and a calendar for outreach.	
Develop Outreach Toolkit	Develop an outreach toolkit to share with outreach channel managers. The purpose of the engagement toolkit is to provide the City, Louisville Sustainability Advisory Board (LSAB), and partnering organizations with resources to perform one-way outreach and two-way engagement with identified audience segments through identified channels. Toolkit will include executive summary, talking points, newsletter content, and social media.	
Conduct Outreach	Share outreach toolkit with channel managers to promote components of the decarbonization roadmap.	
Phase 3: Homeowner Engagement		**Q3 2024-Q3 2025**
Establish Calendar of Listening Sessions	Develop a series of topics, speakers, and timelines to introduce residents to the concepts of, and resources to support, residential decarbonization. Listening sessions will be held in coordination with Superior and Lafayette. Sessions will break down the "decarbonization roadmap" (e.g.,	

	reducing energy use, preparing for decarbonization, and purchasing electric equipment). Sessions will also include an informational and networking segment. Informational segments will include presentations from experts to address: • Topic area basics, • The benefits of decarbonization, • Frequently asked questions, and • Financial information (e.g., ROI, available incentives, financing options). Presentations should help “make the case” for decarbonization activities. Networking segments will include presentations from residents who have completed decarbonization activities and opportunities to connect with experts, contractors, and other residents interested in decarbonization.	
Host Listening Sessions	Develop and deliver listening sessions. Venues should be held at relatively “neutral” locations (e.g., libraries or schools). Consider recording or hosting virtual options. If possible, provide food, childcare, and interpretation services.	
Phase 4: Identifying Opportunities to Address Resource Gaps		**Q3 2025**
Host City Leadership Meeting	Host one or more meetings with City staff to review the results of engagement and identify the need for additional City investment to support residential decarbonization activities.	

Roles and Responsibilities

City of Louisville

- Inform decarbonization roadmap (e.g., key steps and resources) to help single-family residents navigate energy efficiency, electrification, and renewable energy actions.
- Publish community decarbonization webpage using content developed by Partners in Energy
- Lead the identification of residential communication channels and build necessary relationships to support the sharing of decarbonization information and resources.
- Review residential outreach plan and outreach toolkit.
- Lead implementation of outreach plan by connecting communication channel managers with content from the outreach toolkit.
- Lead the planning and delivery of four regional decarbonization engagement sessions, in collaboration with Superior and Lafayette. Support for the planning and delivery of these sessions may include, the identification of experts, contractors, and community examples, identification of a venue, provision of recording services, and coordination of childcare and interpretation services.
- Participate in conversations to review results of engagement and identify opportunities for additional City-led action to support residential decarbonization.

Xcel Energy’s Partners in Energy

- Draft a decarbonization roadmap (e.g., key steps and resources) to help single-family residents navigate energy efficiency, electrification, and renewable energy actions.
- Develop draft website content, outreach plan, and outreach toolkit based on decarbonization roadmap.
- Train City staff, LSAB, and partnering organizations on how to use the outreach toolkit.
- Support the planning and execution of four regional decarbonization engagement sessions, in collaboration with Superior and Lafayette. Support for the planning and delivery of these sessions may include the identification of Xcel Energy speakers and topic experts, development of promotional materials, development of informational materials, and provision of catering.
- Host one or more meetings with City staff to review results of engagement and identify next steps to support decarbonization goals.

Strategy R-2: Rental and Multifamily Engagement

<table>
<tr><th colspan="3">Strategy Description & Context</th></tr>
<tr><td colspan="3">Unlike homeowners, renters must coordinate with property owners to make improvements, and may have to split the benefit with the property owner. In the City of Louisville, nearly 32 percent of occupied homes are renter occupied, including single family and multifamily units. This strategy focuses on engaging with renters and rental property owners/managers to better understand the barriers and opportunities for beneficial electrification, and to connect those residents and property owners/managers with available resources to address identified barriers. This strategy will occur in four phases with the first phase establishing a foundation that will focus on information gathering and building two-way communication channels with homeowners. The second and third phases will focus on engaging with these audiences through identified channels. The final phase will focus on reflecting on engagement, to understand where information and existing resources are not enough to overcome identified barriers, and to inform future City of Louisville action.

The target audience for this strategy includes:
▪ Renters living in single family and duplex properties.
▪ Renters living in apartments.
▪ Single-family and duplex rental property owners and managers.
▪ Multifamily property owners and managers.</td></tr>
<tr><th colspan="3">Scope & Timeline</th></tr>
<tr><th colspan="2">Phase 1: Establishing a foundation</th><th>Q2 – Q4 2024</th></tr>
<tr><td>Conduct Preliminary Research</td><td colspan="2">Identify programs and unique eligibility requirements specific for renters and/or multifamily properties.</td></tr>
<tr><td>Identify Communication Channels by Target Audience</td><td colspan="2">Identify opportunities to connect with renters and rental property owners/managers, including single family and multifamily properties.

Potential rental channels:
• Ecotoberfest
• Rental bills
• Property management companies or offices
• Identify a champion to help engage with renters

Potential property owner channels:
• Property management companies or offices
• Rental management coalition
• Direct mail</td></tr>
<tr><td>Identify One or More Pilot Projects</td><td colspan="2">Identify one or more champions to serve as an example and support them through one or more decarbonization activities. Champions may include renters, single family property owners, and/or multifamily property owners. Decarbonization activities may include energy efficiency projects, installing EV charging stations, electrifying building equipment, or pursuing a renewable energy project.</td></tr>
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Phase 2: Share Out Success of Pilot(s)	Q1 – Q2 2025
Develop One or More Success Stories	Summarize the pilot project(s) and synthesize any key lessons learned to help other renters/property owners along their decarbonization journeys. Include a summary of relevant information from preliminary research (e.g., key programs and eligibility requirements). The success stories should be developed into multiple formats for easy sharing, including social media posts, video segments, and/or write ups.
Share Successes with Community	Connect renters and property owners with the success story through the channels identified in phase 1.
Phase 3: Identify Opportunities to Address Resource Gaps	**Q3 2025**
Host City Leadership Meeting	Host one or more meetings with City staff to review the results of engagement and identify the need for additional city investment to support residential decarbonization activities.

Roles and Responsibilities

City of Louisville

- Lead the identification of rental and multifamily communication channels and build necessary relationships to support information sharing.
- Identify one or more renters and/or property owners to pilot decarbonization project(s).
- Support renters and/or property owners in implementing decarbonization project(s).
- Support the development of success story content by reviewing write ups and social media content and by leading any video development.
- Connect identified communication channel managers with success stories.
- Participate in conversations to identify opportunities for additional City-led action to support rental and multifamily property decarbonization.

Xcel Energy's Partners in Energy

- Lead preliminary research to summarize relevant decarbonization resources and eligibility requirements for renters and/or multifamily properties.
- Lead the development of up to four "rental property decarbonization" success stories including a write up and social media content.
- Host one or more meetings with City staff to review results of engagement and identify next steps to support decarbonization goals.

Strategy R-3: Mobile Home Engagement

<table>
<tr><th colspan="3">Strategy Description & Context</th></tr>
<tr><td colspan="3">In the City of Louisville, 1.3 percent of housing units are mobile homes. Mobile home residents may face several barriers to decarbonization, including lower household incomes, higher rates of residents with limited English proficiency, and reduced access to utility programs due to eligibility requirements. At the same time, mobile home residents may benefit greatly from decarbonization activities: energy efficiency projects can reduce utility costs and electrification projects can improve indoor air quality.

This strategy focuses on engaging with residents living in Parco Dello Zingaro to better understand the barriers and opportunities for beneficial electrification, and to connect those residents with available resources to address identified barriers. This strategy will occur in four phases. The first phase, establishing a foundation, will focus on information gathering and building two-way communication channels with homeowners. The second and third phases will focus on engaging with these audiences through identified channels. The final phase will focus on reflecting on engagement, to understand where information and existing resources are not enough to overcome identified barriers, and to inform future City of Louisville action to support decarbonization for mobile home residents.

The target audience for this strategy includes:

▪ Residents living in Parco Dello Zingaro</td></tr>
<tr><th colspan="3">Scope & Timeline</th></tr>
<tr><td colspan="2">Phase 1: Laying the Groundwork</td><td>Q2 2024</td></tr>
<tr><td>Get the Lay of the Land</td><td colspan="2">Work with staff and LSAB to understand:

• Previous efforts: how has Louisville engaged previously with mobile home residents? What went well and what were the lessons learned?
• Community characteristics: Are there barriers and opportunities related to socio-economic factors (e.g., language barriers, cost barriers) the physical environment (e.g., environmental racism, access to public charging, electrical capacity constraints).</td></tr>
<tr><td>Identify Barriers and Opportunities</td><td colspan="2">Conduct initial research to better understand barriers and opportunities for mobile home residents. Research topics include:

• Energy use: what is the current energy use per square foot? Is there an energy burden? Are residents avoiding energy burdens through extreme behavior measures that may impact safety or well-being?
• Understanding existing infrastructure at Parco Dello Zingaro to understand if electric upgrades are needed before electrification.
• Available resources and programs: historic program participation, eligibility requirements, application process, documentation requirement. Work with Xcel Energy to identify potential structural barriers and opportunities.
• What information do we have or need to understand general interest in energy efficiency, electrification, and renewable energy?</td></tr>
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Phase 2: Relationship Building	Q3 2024
Identify Community Partners	Identify trusted community organizations/liaisons and City staff liaisons to inform and lead community engagement. Be mindful of time commitments requested of community liaisons. Offer a stipend for one or more community liaisons.
Host Community Partner Meetings	Host 2-3 community partner meetings to discuss opportunities for engagement with mobile home residents and evaluate partnership opportunities. Objectives of meetings include: • Building community trust • Cultivating community leadership capacity • Co-creating a vision for community action
Phase 3: Mobile Home Resident Engagement	**Q4 2024-Q2 2025**
Attend Existing Event	Attend Louisville's existing mobile home waste event to begin building relationships with residents, introducing decarbonization concepts, and begin to identify lived-experience barriers and opportunities. Ensure materials are provided primarily in Spanish.
Distribute Door Hangers	Use door hangers to reiterate existing opportunities and promote a listen and learn session. Ensure door hangers are provided primarily in Spanish.
Host Listening Session	Plan, promote, and execute 1-2 listening sessions to share currently available resources with residents and to better understand resource gaps and needs. Listening sessions should be hosted at the mobile home park with food and childcare provided. Consider hosting one event in the morning and one event in the evening. Spanish interpretation services should be provided. The objective of listening sessions include: 1) Sharing information about relevant resources and incentives 2) Gathering resident experiences (barriers, success stories) 3) Identifying key resident needs
Phase 4: Identify Opportunities to Address Resource Gaps	**Q3 2025**
Host City Leadership Meeting	Host one or more meetings with City staff, community liaisons, and Xcel Energy to review the results of engagement and identify potential opportunities for new or revised programming to better meet the needs of mobile home residents.

Roles and Responsibilities

City of Louisville

- Identify key City staff and attend initial meeting(s) to provide background information about Parco Dello Zingaro including previous engagement efforts and community characteristics.
- Identify key community partners (e.g., residents of Parco or other trusted community liaisons) to lead engagement. Clarify roles and responsibilities for those partners and provide a stipend to support their efforts.

▪ Lead the organization and delivery of one mobile decarbonization listening session for Parco Dello Zingaro residents, including identification of a venue, childcare, and interpretation services.
Xcel Energy’s Partners in Energy ▪ Host up to two meetings with City staff and Louisville Sustainability Advisory Board (LSAB) to gather background information about Parco Dello Zingaro including previous engagement efforts and community characteristics. ▪ Conduct initial research to identify decarbonization barriers and opportunities unique to mobile home residents. ▪ Host up to two meetings with Xcel Energy staff to better understand program structures and to identify potential opportunities to improve program access for mobile home residents. ▪ Co-host up to three community partner meetings to bring together City staff and community partners (as identified by the City). ▪ Attend up to one City-led waste event to share existing resources to support decarbonization and promote upcoming listening session. ▪ Design, translate, and print door hangers to share existing resources to support mobile home decarbonization and promote decarbonization listening session. ▪ Support the organization and delivery of one listening session by developing and producing a summary of resources (e.g., printed flyer available in English and Spanish) and provide catering. ▪ Host one or more meetings with City staff to review results of engagement and identify next steps to support decarbonization goals. ▪ Provide stipend to support community liaison(s).

Decarbonizing Our Business Sector

Louisville has a diverse business community and a robust network of organizations (e.g., Boulder County Partners for a Clean Environment, Chamber of Commerce, Economic Vitality division) to support businesses along decarbonization journeys. There are six primary business districts with a wide variety of industries and sizes. Unlike the residential sector, commercial decarbonization can vary widely from business to business.

Business Implementation Targets

Implementation Targets (Annual)	Commercial
Energy Efficiency & Building Electrification: Combined participation in Xcel Energy DSM programs	135
Transportation Electrification: New EV's on the road	n/a
Renewable Energy: New participation in Xcel Energy renewable energy programs	14

Strategy B-1: Business Research

Strategy Description & Context	
This strategy focuses on conducting an analysis to understand the remaining useful life of carbon production equipment in commercial buildings and utilizes the results to help inform program or policy design for the City of Louisville. This strategy is split into three phases: Phase 1 includes conducting primary commercial research to collect community input on the life of HVAC equipment in businesses; Phase 2 includes conducting secondary research to collect available data on levels of electrification and equipment characteristics in the community; and Phase 3 includes coalescing results of the first two phases to inform a new program or policy to further electrify the business sector.	
Scope & Timeline	
Phase 1: Summarize Secondary Source Commercial Data	**Q1-Q2 2024**
Review Readily Available Data	Review available data (i.e., City building permits, CoStar, Colorado's Building Performance Program, Xcel Energy, Chamber of Commerce surveys, City survey to businesses) to determine degree of commercial electrification and equipment characteristics. • Determine the defining characteristics of equipment that are ripe for upgrades. • Develop an estimate/summary of types of equipment and age of equipment in Louisville using census or permit data.
Identify Key Programs for Business Decarbonization	Evaluate the available programs/resources to support businesses. Use results of business energy assessments to inform some of the commonly recommended resources.
Phase 2: Conduct Primary Source Commercial Research to Fill Gaps	**Q3-Q4 2024**
Leverage Preliminary Commercial Assessments	Use results of commercial research to inform commercial advising strategy and identify areas for targeted outreach.

Administer a Business Survey	Develop and administer a community business survey. The purpose of the survey is to assess the current needs and interests in the business community for reducing the carbon footprint of buildings.	
Compile Survey Results	Compile results from Phase 1 and 2. Identify any trends or patterns that might inform Phase 3.	
Phase 3: Program Design		**Q1-Q2 2025**
Identify Resource Gap	Use information gathered in Phase 1 & 2 to determine whether there is a resource gap that must be filled to help the City achieve identified goals on a broad scale. • Determine the gaps with which an additional policy/program led by the City of Louisville could help to fill.	
Identify Opportunity for Supplemental Support	Outline a potential City of Louisville intervention (e.g., policy, incentive) to assist the business community in reducing their property's carbon footprint. • Support from Federal and State programs is preferred over a new City tax. • Any new City policy should be supported by the community. • Give business owners time to become informed and familiar with new policies and provide resources to help educate them on the new policies. This could include direct City staff support to businesses to answer questions and walk through policy implications. • Modify the business licensing process within the City of Louisville to collect building data such as HVAC equipment type and age and other data points as determined by the City.	

Roles and Responsibilities

City of Louisville

- Coordinate with graduate students to lead commercial sector research. Research activities will include development of a more detailed baseline of Louisville's commercial sector (e.g., age and type of building equipment), map of results to inform areas to target for commercial electrification studies and incentives, summary of public health and co-benefits of decarbonization, and potential policy levers for the City to consider.
- Lead development and administration of a business community survey.
- Lead integration of research results to inform program/policy direction.

Xcel Energy's Partners in Energy

- Provide utility data and suggestions for supplemental data sources to inform graduate student-led research to develop a more detailed baseline of Louisville's commercial sector (e.g., age and type of building equipment).
- Review and provide feedback on student-led commercial sector research.
- Support the development of a business community survey.
- Support Louisville in evaluating program/policy options to support additional commercial decarbonization.

Strategy B-2: Business Advisement

Strategy Description & Context		
This strategy focuses on coordinating electrification assessments between Xcel Energy and Boulder County PACE. This strategy will occur in four phases; Phase 1, establishing a foundation, will focus on building the relationship between Boulder County and Xcel Energy assessors, and identifying key business champions to support engagement. The Phase 2 and 3 will focus on engaging with these audiences through identified channels. The Phase 4 will focus on reflecting on engagement, to understand where information and existing resources are not enough to overcome identified barriers, and to inform future City of Louisville action. The target audience for this strategy includes, but is not limited to: • Businesses with high energy use. • Small businesses.		
Scope & Timeline		
Phase 1: Establishing a Foundation		**Q2 2024**
Establish a Coordinated Process	Establish a process for coordinating PACE and Xcel Energy business energy assessments, and for coordinating with financial consulting such as CO Clean Energy Fund. ○ Utilize businesses already identified through Boulder County PACE to pilot this process.	
Establish a Data Collection Process	Establish data collection process with PACE and CLEAResult for Xcel Energy business energy assessments. Data collected during business assessments are subject to privacy restrictions and data may need to be synthesized, collated, or otherwise adjusted for sharing. Data may not be shared publicly.	
Identify a Champion	Identify one or several business champions (e.g., well-respected business individual(s), business individual(s) that own a large percentage of the business land or buildings) to support business engagement. ○ Business champions will serve to help connect businesses with assessments and may attend assessments. Examples of champions could include City staff from Economic vitality or representatives from the Chamber of Commerce, Latino Chamber of Commerce of Boulder County and/or Downtown Business Association.	
Test the Process	Test the advisement and data collection process with one or more businesses.	
Identify Target Businesses	Identify a list of target businesses including property managers, businesses in Colorado Technology center (e.g., Fresca Foods, Vaisala), high energy users, participants and members of the Chamber of Commerce and Latino Chamber of Commerce of Boulder County, and recipients of the Economic Vitality newsletter. ○ Identify key communication channels and key contacts for outreach. Consider targeting owner-occupied businesses first, and developing a	

	process for coordinating between property owners and tenants when businesses are not owner-occupied.	
Phase 2: First Wave Outreach		**Q2-Q3 2024**
Collate Pilot Learnings	Debrief with Boulder County PACE on the piloted process to incorporate learnings into broader first wave outreach for businesses. Piloting process with pre-identified businesses.	
Develop Outreach Materials	Develop outreach collateral to share with target businesses to explain decarbonization process, assessment expectations and benefits, and available rebates, incentives, and resources (e.g., Xcel Energy programs, Federal and State incentives, Commuting Solutions).	
Share Outreach Materials	Conduct outreach through direct mailers, newsletters, and business meetings, to "best fit" target businesses, through identified outreach channels to garner sign ups.	
Conduct Coordinated Assessments	Coordinate up to four business energy assessment “walks” for key businesses/corridors. Coordinated walks typically require prescheduling multiple assessments for a geographic area to be completed in a single day or a portion of a day.	
Phase 3: Second Wave Outreach		**Q4 2024-Q3 2025**
Develop Success Stories	Develop success stories of first wave outreach to share with prospective businesses (e.g. PACE, Green Network Newsletter).	
Share Success Stories	Update outreach materials with success stories and conduct a second wave of outreach to businesses identified during Phase 1. Use success stories to conduct outreach to peers of first wave businesses.	
Conduct Second Round of Assessments	Coordinate up to four business energy assessment “walks” for key businesses/corridors. Coordinated walks typically require prescheduling multiple assessments for a geographic area to be completed in a single day or a portion of a day.	
Phase 4: Explore Opportunities for Additional City Support		**Q2 2025**
Identify Trends and Patterns	Consolidate business energy assessment results to identify any patterns by business type and/or age of building • Use summarized results to inform where/who to engage next. For instance, if certain business types or building ages yielded high-impact recommendations, the City could look to engage similar business types or building ages. If a certain building type yielded the same recommendations across multiple businesses, the City could connect other similar businesses with those same recommendations and resources to support next steps.	

Identify Opportunity for Supplemental City Support	Host one or more meetings with City staff to review the summarized assessments and identify the need for additional City investment to support commercial decarbonization activities. This conversation might try to answer questions like: • What were some of the most common or most impactful actions businesses need to take to help the City achieve our decarbonization goals? • What can the City of Louisville do to help businesses take those actions (e.g., additional funding/financing)? • Are there policy levers the City should consider that encourage or require commercial decarbonization?

Roles and Responsibilities

City of Louisville

- Identify one or more engagement leads from the City.
- Provide Spanish translation and interpretation services.
- Identify key community liaisons or champions by sector.
- Lead outreach efforts to businesses to garner sign ups.
- Attend assessment walks.
- Participate in conversations to identify opportunities for additional investment.

Xcel Energy's Partners in Energy

- Connect Boulder County PACE and Xcel Energy and facilitate the development of a coordination process for providing decarbonization assessment services (e.g., Boulder County PACE electrification advisory services, Xcel Energy Business Assessment services, Xcel Energy Fleet Electrification Advisory Program) to businesses.
- Support general and targeted engagement efforts to connect businesses with decarbonization assessment services.
- Lead the development of a data collection process to summarize decarbonization assessment results in a manner that protects data privacy of participating businesses.
- Summarize available decarbonization assessment data to inform the Business Research strategy.
- Facilitate conversations with City staff to identify opportunities to support additional commercial decarbonization based on the results of the Business Research and Business Advisement strategies.

Community Decarbonization Plan Impact

In summary, the strategies outlined in this plan are intended to achieve the following Xcel Energy program participation for the first two years of implementation, and aided through 18-months of Partners in Energy implementation support:

Table 4. Annual Implementation Tracking Targets through 2025

Implementation Targets (Annual)	Residential	Commercial	Total
Energy Efficiency & Building Electrification: Combined participation in Xcel Energy DSM programs	643	135	778
Transportation Electrification: New EV's on the road	n/a	n/a	480*
Renewable Energy: New participation in Xcel Energy renewable energy programs	110	14	124

The above targets will utilize the suite of Xcel Energy programs for DSM as well as renewable energy. In both the residential and commercial sectors, new DSM participation will build upon existing participation trends with a particular focus on programs that support building electrification and associated energy efficiency upgrades with deeper carbon reduction implications.

- Residential programs of focus include Residential HVAC, Insulation & Air Sealing, Saver's Switch, Home Energy Squad, Home Energy Audit, and others.
- Commercial sector programs of focus include HVAC+R, Small Business Solutions, Lighting Efficiency, and Strategic Energy Management.
- Renewable energy programs of focus across both sectors include Windsource®, Solar*Rewards® and Solar*Rewards Community®. In addition, the residential sector will also have a focus on the Net Metering program.
- Electric vehicles on the road follows current adoption trends in Louisville (zip code 80027) utilizing data from the EValuateCO dashboard published by Atlas Public Policy and will seek to increase EV's on the road by utilizing all existing Xcel Energy EV offerings.

Rebates, Resources, and Financing Tools to Support Plan Impact

Partners in Energy can readily track participation in Xcel Energy's DSM and renewable energy programs, which is why program participation was selected as the primary metric for implementation targets. However, there are other incentives, resources, and financing tools available to support residents and businesses along their decarbonization journeys. To maximize the impact of this plan, the Energy Action Team will connect residents and businesses with relevant resources from the City of Louisville, Boulder County, the State, and the Federal government. The City of Louisville developed the following non-exhaustive summary of resources available to support residents and businesses on their electrification journeys.

Residential Resources

Advising

- Boulder County EnergySmart: Advisors provide no-cost advising to residents interested in home energy projects.

Rebates and Incentives

- Xcel Energy Rebates: Utility rebates for heat pumps, HP hot water heaters, insulation/air sealing, smart thermostats, and EV chargers/wiring.
- Boulder County EnergySmart Rebates: County rebates for heat pumps, HP hot water heaters, insulation/air sealing, fuel switching (gas stove removal), solar PV, and electric panel upgrades (new in 2024).
- City of Louisville Rebates: City rebates for heat pumps, HP hot water heaters, insulation/air sealing, fuel switching (gas stove, furnace, hot water heater removal), and electric panel upgrades (new in 2024).
- Inflation Reduction Act (IRA) Incentives: IRA tax credits are available for residential decarbonization projects including energy audits, electrification weatherization, heat pumps, renewable energy, and EVs.

Financing

- Colorado Residential Energy Upgrade (RENU) Loan: Statewide residential loan program through the Colorado Clean Energy Fund in partnership with Colorado-based credit unions.
  - Loans up to $75,000, up to 20 years.
  - Can finance solar PV, battery storage, space heating/cooling, water heating, EV charging, insulation/air sealing, and windows/doors.

Commercial Resources

Advising

- Boulder County Partners for a Clean Environment: Provides no-cost advising to business owners interested in building energy projects.
- Colorado Clean Energy Fund: Provides no-cost advising to business owners interested in financing options for energy projects.

Rebates and Incentives

- Xcel Energy Rebates & Programs
  - Utility rebates for LED lighting upgrades and HVAC equipment, facility assessments, energy management systems, etc.
  - Businesses less than 50,000 square feet may qualify for Xcel's Direct Install program and could receive free LED lightbulbs and additional items.
- Boulder County Partners for a Clean Environment (PACE) Rebates
  - County rebates for building electrification studies, space heating/cooling, water heaters, heat/energy recovery ventilators, insulation/air sealing, lighting, solar PV, and fuel switching.
  - PACE also offers custom rebates for efficiency measures not covered by prescriptive rebate programs.
- City of Louisville Programs
  - Qualifying businesses eligible for $1,000 towards sustainability projects, including energy efficiency and electrification upgrades.

- Inflation Reduction Act (IRA) Incentives: IRA tax credits are available for commercial decarbonization projects including building efficiency and electrification, renewable energy, and EVs.

Financing

- Colorado Commercial Property Assessed Clean Energy (C-PACE): commercial loan program through Colorado Clean Energy Fund in partnership with Sustainable Real Estate Solutions (SRS).
  - Loans up to $750,000, up to 20 years.
  - Repayment through property taxes and if property changes ownership, loan stays with property.
  - Can finance renewable energy, battery storage, space heating/cooling, water heating, EV charging, and insulation/air sealing.
- Clean Conversion Loan: Commercial loan program through Colorado Clean Energy Fund designed as an alternative to C-PACE
  - Loans up to $1M, up to 15 years.
  - Repayment through monthly payments.
  - Can finance renewable energy, battery storage, space heating/cooling, water heating, EV charging, and insulation/air sealing.
- Energy Project Accelerator Loan (Energy PAL): Commercial loan for small businesses through Colorado Clean Energy Fund
  - Loans up to $500,000, up to 10 years.
  - Repayment through monthly payments.
  - Can finance renewable energy, battery storage, space heating/cooling, water heating, EV charging, and insulation/air sealing.
- National Energy Improvement Fund: Company partnered with Xcel Energy to provide businesses with financing options through Xcel approved lenders.
  - Loans for projects $2,000+, up to 7 years.
  - Repayment through monthly payments.
  - Can finance renewable energy, battery storage, space heating/cooling, water heating, and EV charging.

HOW WE STAY ON COURSE

This Community Decarbonization Plan is a living document. Goals and strategies will be assessed and refined as needed based on data and community staff capacity.

Data and Reporting

Partners in Energy will provide biannual progress reports with metrics of success and overall progress towards goals for Xcel Energy rebates and programs. These reports will be available publicly and shared with both the community and Energy Action Team.

If available, ad-hoc participation reports for specific Xcel Energy programs (e.g. Home Energy Squad) can be provided to measure success of campaigns and to determine if we need to change course.

Project Management and Tracking

Partners in Energy will host regular project management check-in calls with staff to ensure we stay on course to achieve our strategies.

If necessary, an implementation check-in meeting with the Energy Action Team can be convened to assess progress towards goals and discuss strategy refinement.

APPENDIX A: XCEL ENERGY'S PARTNERS IN ENERGY PLANNING PROCESS

About Xcel Energy's Partners in Energy

Xcel Energy is an electric and natural gas utility that provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Each community Xcel Energy serves has its own unique priorities and vision for its energy futures. The energy landscape is dynamically changing with communities leading the way in setting energy and sustainability goals.

To continue to innovatively support their communities, Xcel Energy launched Partners in Energy in the summer of 2014 as a collaborative resource with tailored services to complement each community's vision. The program initially focused on supporting communities in developing and achieving energy efficiency goals, and has evolved to include renewable energy, building electrification, and transportation electrification.

The program offerings include support to develop strategic energy, EV, and beneficial electrification plans, tools to help implement the plan and deliver results, and resources designed to help each community stay informed and achieve their outlined goals.

Partners in Energy supports communities for two years through two distinct phases, planning and implementation and typically provides six to eight months of planning support, to walk stakeholders through the process outlined in Figure 8. Once the plan is complete, Partners in Energy provides 18 months of plan implementation support. Implementation services offered through the Partners in Energy team are shown in Figure 9.

Figure 8. Partners in Energy Process for Success

Figure 9. Resources from Xcel Energy for Implementation

Plan Development Process

Louisville's Community Decarbonization planning process kicked off in May 2023 and concluded in March 2024. A project management (PM) team was formed, including City Staff, Partners in Energy community facilitators, and Xcel Energy representatives. As shown in Figure 8, the first step was to identify a group of representative stakeholders to guide the development of the plan. The project management team recruited a diverse set of stakeholders through an application process. The project management team identified nine community stakeholders with perspectives representing renters, homeowners, business owners, developers, Louisville's Sustainability Advisory board, Louisville's Chamber of Commerce, equity, and beyond. In addition to these community stakeholders, several City staff members provided input into the process, including representatives from Finance, Equity Diversity and Inclusion, Sustainability, and Economic Vitality.

The stakeholder team convened for four in-person workshop to inform the development of the plan's vision, goals, focus areas, strategies, and targets. City staff gathered additional input to inform plan development through a community survey, presentation to City council, and stakeholder survey. The following timeline summarizes key milestones of plan development:

- June 2023
  - Stakeholder formation: City staff selected a community stakeholder team through an application process.
- July 2023
  - Workshop 1: Stakeholders brainstormed the factors that make Louisville unique for decarbonization to inform potential focus areas, values to guide the development of a decarbonization vision, and level of ambition to inform a decarbonization goal.
- August 2023
  - Community Survey: Between Workshops 1 and 2, City staff launched a community survey to gauge barriers and opportunities as well as funding support for the Plan. There were 19 survey responses. All respondents were Louisville

homeowners, and 17 of the respondents were somewhat or very familiar with decarbonization. Of the 19 respondents, only one respondent did not support Louisville taking any intentional decarbonization action. The most common barrier for making building efficiency, electrification, and renewable energy upgrades was upfront cost. The most common barrier for adopting and electric vehicle was range anxiety, followed by upfront cost.

- September 2023
  - Workshop 2: Stakeholders reviewed and provide feedback on draft vision and goals. Stakeholders also reviewed Louisville's "decarbonization baseline" including energy use, utility program participation, and EV adoption. Finally, stakeholders began to brainstorm potential strategies.
  - Stakeholder Survey: Between workshop 2 and 3, stakeholders participated in a survey to inform the strategies best suited to achieve the selected goal and to vote on a preferred visions statement.
  - Preliminary Council Presentation: Between Workshop 2 and 3, City staff presented a 50 percent plan update to City Council, to receive feedback on the planning process, goal, and focus areas.
- October 2023
  - Workshop 3: Stakeholders reviewed survey results and voted on a final community decarbonization vision. Stakeholders conducted preliminary strategy action planning based on strategy survey results.
- December 2023
  - Partners in Energy developed a full draft of the Community Decarbonization Plan.
  - Workshop 4: Stakeholders provided additional feedback on draft strategies.
- January 2024
  - City staff and stakeholders reviewed the draft plan and provided comment.
- February 2024
  - Partners in Energy provided a final plan to Louisville Sustainability Advisory Board.
- March 2024
  - City staff presented the final plan to Louisville City Council with a resolution to update the Climate Action Goals in alignment with the targets outlined in the plan.

APPENDIX B: BASELINE INFORMATION

An integral part of the Partners in Energy planning process is reviewing historic energy data that informs our community's energy baseline. Analysis examined pathways for Louisville to reach its carbon neutrality and electrification goals. The team explored baseline conditions to identify areas of opportunity. In general, Louisville residents and businesses appear well suited for electrification.

Relevant Planning Efforts

Xcel Energy's Colorado Energy Plan

For more than a decade, Xcel Energy has demonstrated leadership on clean energy, proactively reducing carbon emissions at levels that currently surpass state and federal goals.

- In 2005, Xcel Energy was one of the first power suppliers to register with the Climate Registry to track and verify emissions.
- In 2018, Xcel Energy was the first major U.S. electricity provider to set a vision to serve customers with 100% carbon-free electricity by 2050, and to reduce carbon emissions 80% by 2030 from 2005 levels.
- In 2020, Xcel Energy saw its largest one-year decline in carbon emissions, reducing carbon emissions 51% since 2005, more than halfway to reaching the 2030 goal.

The pathway to achieving this bold vision involves adding thousands of megawatts of wind and solar power, incorporating natural gas and storage resources, retiring coal units, supporting electrification, and investing in critical infrastructure. Key to the grid infrastructure investments are efforts to allow Xcel Energy to increase electricity generation capacity, paving the way for electrification efforts. In addition to efficiency rebates and programs, Xcel Energy has developed several renewable energy options that support on-site and off-site generation for both wind and solar, creating additional opportunities for its customers to power their home and buildings with renewable electricity.

Louisville's Energy Action Plan

In 2016, the City of Louisville sought to decrease electricity and natural gas use. It launched a planning effort with Xcel Energy's Partners in Energy that culminated in an Energy Action Plan and an implementation effort that ran through 2018.

Targeting the commercial/industrial, residential, and municipal use, Louisville's energy goal was to reduce total energy use 1% annually over its 2015 baseline. In total over 2017, Louisville achieved a 3.2% decrease in electricity usage and a 1% decrease in natural gas usage, successfully shrinking its overall carbon footprint by 11% MTCO2 across the community. The decrease equates to CO2 savings of 2.4 million gallons of gasoline, or 118 railcars worth of coal burned.

Building off that success, Louisville worked with Xcel Energy in 2018 to create an Energy Future Collaboration (EFC) work plan which identified additional energy efficiency projects along with renewable energy and transportation efforts. It identified beneficial electrification as a longer-term project.

Resolution 25 Series 2019 – Establishing Carbon Reduction Goals for Louisville

In 2019, Louisville City Council adopted Resolution 25 series 2019, "a resolution for setting clean energy and carbon reduction goals". Importantly, the Resolution seeks to accomplish the following:

- Meet all of Louisville' s municipal electric needs with 100% carbon -free sources by 2025.
- Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.
- Generate 75% of Louisville' s residential and commercial/ industrial electric needs from carbon-free sources by 2030
- Reduce core community GHG emissions annually below the 2016 baseline through 2030.

On an annual basis, the City Council will review progress towards these goals and other relevant information.

City of Louisville Sustainability Action Plan

In 2020, Louisville's Sustainability Action Plan created a clear and concise roadmap for sustainable action, both for internal and external operations. The vision of the Plan seeks to cover environmental stewardship, social equity, and economic vitality. The relevant focus areas cover climate, energy, and transportation.

In terms of energy, the goal is to reduce energy consumption, promote energy efficiency in new and existing buildings, increase the use of carbon-free energy, and transition away from fossil fuels. Louisville will work to promote available efficiency and sustainability programs for residents and businesses. It's doing this via a campaign to encourage commercial/industrial benchmarking of energy consumption through the use of data tracking software, develop a targeted outreach strategy to engage facility managers and property owners on energy conservation efforts and resources, and update Louisville guiding docs to further address energy conservation.

In addition to energy efficiency, Louisville is working externally to increase renewable energy adoption at residential and commercial properties. The Plan promotes a specific focus on identifying barriers to renewable energy participation and facilitating implementation of solutions.

Louisville is also promoting low-interest financing for residents and businesses to integrate renewable energy into buildings.

In the transportation sector, Louisville is working to support the public adoption of EVs and assist in the installation of public charging stations. Key external efforts include the support and promotion/installation of EV charging stations at commercial/industrial development and sites. Additionally, Louisville is providing educational opportunities and programs on PHEV a EV adoption to residents and commercial entities. Embedded efforts within this include evaluation of an EV-ready building code adoption, pursuing opportunities for pooled purchasing programs for EVs and e-bikes with regional partners, and working with Xcel Energy to promote the public health benefits of EVs and alternative funding and initiatives.

City of Louisville Internal Decarbonization Plan

In response to the Marshall Fire, in the summer and fall of 2022, the City contracted for the creation of a study, analysis, and strategic roadmap for electrification and decarbonization of City buildings, fleet, equipment and operations by 2030 (as part of this study, and alternative completion target was determined). The Internal Decarbonization Plan is the outcome of that effort. The roadmap establishes a pathway to complete decarbonization, including: energy efficiency, building electrification, EV charging, onsite renewable energy and fleet and equipment electrification. On October 10, 2023 City Council adopted the Internal Decarbonization Plan. Louisville will be one of the first jurisdictions in the United States to aggressively embark on decarbonized municipal operations.

https://www.louisvilleco.gov/living-in-louisville/residents/sustainability/city-sustainability

Additional Plans

Additionally, the following ongoing efforts helped shape this Plan:

- Xcel Energy's Transportation Electrification Plan, which outlines efforts and programs to incentivize residents and businesses to invest in transportation electrification.
- Boulder County Regional Transportation Electrification Plan. Since it was finalized in 2022, subgroups have focused on implementation including a recent effort to complete a mapping project that will support the County in pursuing grant funding that will benefit multiple communities.
- The Front Range Beneficial Electrification Network. This coalition of Front Range communities is focused on advancing regional workforce development needed for widespread electrification adoption, unify customer communications, understand funding opportunities, and identify opportunities to scale beneficial electrification.

Community Demographics

Residential Sector

The City of Louisville is a small- to mid-sized city with approximately 20,900 residents and 8,600 households (City of Louisville, 2023). Louisville residents have a median income of $135,840. This is significantly higher than the state's median income of $89,300 (U.S. Census Bureau, 2022). Income is a critical factor in determining a households ability to invest in decarbonization (e.g., building envelope efficiency, electric vehicles, air source heat pumps), as many decarbonization technologies carry a higher upfront or operational cost. Almost a quarter of Louisville's households fall below $75,000 of household income (Table 5) (U.S. Census Bureau, 2022).

Table 5. Distribution of Household Income in the City of Louisville.

Household Income	Est. Percent	Margin of Error
Less than $10,000	3.9%	1.3%
$10,000 to $14,999	0.9%	0.6%
$15,000 to $24,999	1.7%	1.2%
$25,000 to $34,999	4.8%	2%
$35,000 to $49,999	6.4%	1.8%
$50,000 to $74,999	8.2%	1.9%
$75,000 to $99,999	12.3%	2.6%
$100,000 to $149,999	15.9%	3.1%
$150,000 to $199,999	13.7%	2.4%
$200,000 or more	32.3%	3.7%

The majority of Louisville's housing units are single family detached. Approximately 19 percent of housing units are in apartments with 5+ units. Nearly two percent of housing units are mobile homes (Table 6) (U.S. Census Bureau, 2022). Generally, there are fewer barriers to decarbonization for single-family homes. The number of units in a structure can also inform eligibility for utility programs.

Table 6. Distribution of Housing Units per Structure in the City of Louisville

Units in Structure	Estimated Percent	Margin of Error
1, detached	68%	3.4%
1, attached	7.9%	1.9%
2 apartments	2.1%	1.2%
3 or 4 apartments	0.7%	0.6%
5 to 9 apartments	1.9%	0.8%
10 or more apartments	17.4%	2.9%
Mobile home or other type of housing	1.9%	0.8%

Tenure – whether a person rents or owns a home – is another important factor for decarbonization. Homeowners have greater authority to make improvements to their property. In Louisville, approximately 70 percent of housing units are owner-occupied, and approximately 30 percent are renter occupied (U.S. Census Bureau, 2022).

Access to one or more vehicles is an important indicator for a household's capacity to invest in electric vehicles. Many households are more willing to purchase an electric vehicle if there is one internal combustion engine vehicle available to the household. In Louisville, almost 68 percent of households have access to two or more vehicles (Table 7) (U.S. Census Bureau, 2022).

Table 7. Number of Vehicles Available per Household in the City of Louisville

Vehicles available	Estimated Percent	Margin of Error
No vehicle available	5%	2.2%
1 vehicle available	27.4%	4%
2 vehicles available	45.2%	4%
3 or more vehicles available	22.3%	2.7%

Finally, how workers complete their commutes can indicate the potential impact of electric vehicle adoption. In Louisville, nearly 61 percent of workers commute in a car, truck, or van (this includes carpooling). (Table 8) (U.S. Census Bureau, 2022)

Table 8. Distribution of Means of Transportation to Work for the City of Louisville

Means of Transportation to Work	Estimated Percent	Margin of Error
Car, truck, or van	60.9%	4.3%
Public transportation (excluding taxicab)	3.2%	1.1%
Walked	2.9%	1.4%
Bicycle	2.1%	1%
Taxicab, motorcycle, or other means	0.7%	0.6%
Worked from home	30.3%	3.7%

Commercial and Industrial Sector

The City of Louisville has approximately 750 brick and mortar businesses. Businesses are distributed across four primary districts: Historic Downtown Louisville, Downtown East Louisville, McCaslin Corridor, and South Boulder Road (City of Louisville, 2023).

Louisville's businesses are supported through several networks and organizations, including the Louisville Chamber of Commerce, Downtown Business Association, Boulder Small Business Development Center, Commuting Solutions, Boulder County Workforce, Partners for a Clean Environment, and Louisville Economic Vitality division (City of Louisville, 2023).

There are approximately 11,100 workers in the City of Louisville. Louisville has a diverse industry mix (Table 9) (U.S. Census Bureau, 2022)

Table 9. Industry Mix for the City of Louisville

Industry	Estimated Percent	Margin of Error
Educational services, and health care and social assistance	24.2%	3.2%
Professional, scientific, and management, and administrative and waste management services	22.7%	3.1%
Retail trade	9.8%	2.3%
Manufacturing	9.4%	1.7%
Construction	6.5%	2.2%
Arts, entertainment, and recreation, and accommodation and food services	5.9%	1.5%
Finance and insurance, and real estate and rental and leasing	5.8%	1.4%
Information	4.3%	1.3%
Other services, except public administration	3.6%	1.3%
Public administration	3.2%	1.1%
Transportation and warehousing, and utilities	2.5%	1.2%
Wholesale trade	1.5%	0.8%
Agriculture, forestry, fishing and hunting, and mining	0.8%	0.6%

Energy Trends

Louisville has grown slowly, with more growth in the commercial sector

Between 2016-2022, the number of energy premises in Louisville grew by five percent. While the majority of premises in Louisville are residential (86 percent), the commercial sector saw significant growth during that time. Commercial premises grew by 15 percent, while residential premises grew by 4 percent (Figure 10).

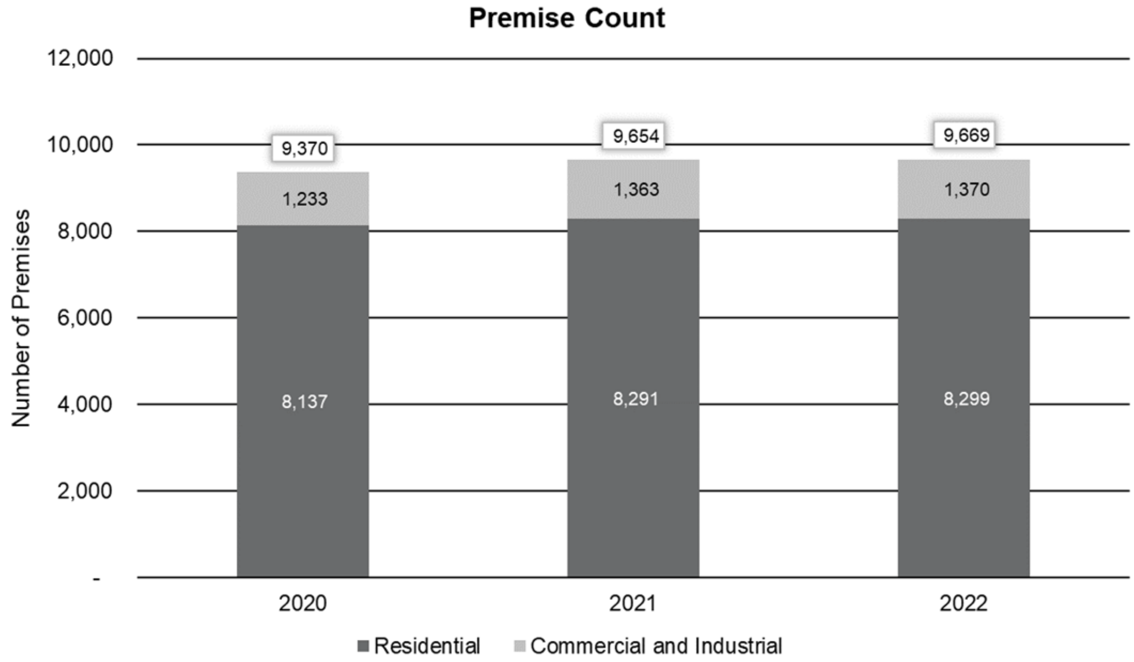


Figure 10. Change in Premises Over Time (2020-2022) for Louisville, CO

The commercial sector is driving energy trends

While there are substantially more residential premises than commercial, commercial premises are driving energy trends in the community. In 2022, commercial and industrial premises accounted for 53 percent of natural gas use and 73 percent of electricity use for the community (Figure 11). In both the residential and commercial sectors, natural gas use was primarily attributed to space heating and water heating. Residential electricity use was driven by AC, lighting, and electric water heating and space heating. Commercial electricity use was driven by HVAC, lighting, and refrigeration.

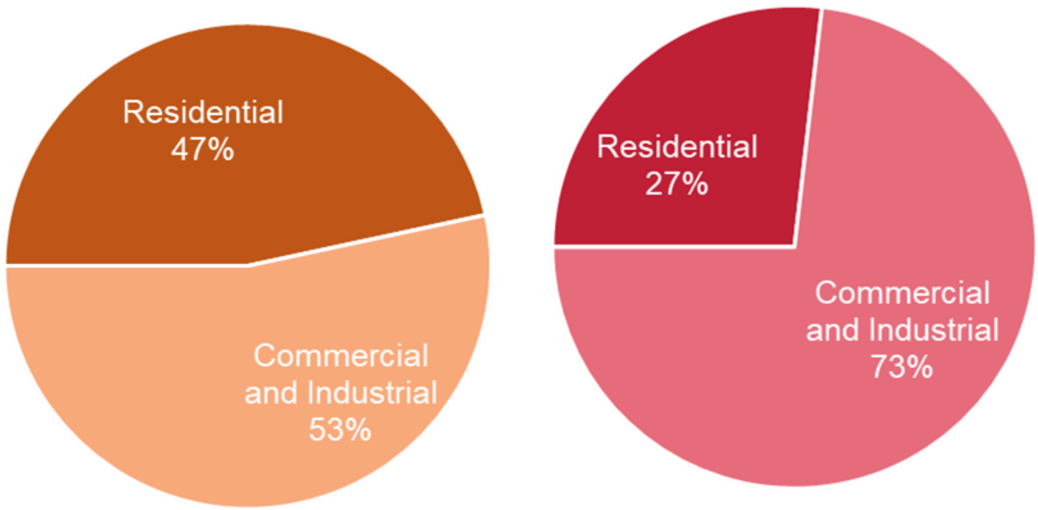


Figure 11. Natural Gas (left) and Electricity (right) Use Percentages by Sector

As shown in Figure 12, on average, residents pay $1,400 per year to heat and cool their homes while businesses pay just over $14,000. Compared to Superior and Lafayette, Louisville residents pay less for residential annual energy costs and more for commercial annual energy costs. These reasons for these differences are not known, but could include the makeup of residential and commercial buildings in Louisville.

BENCHMARKING LOUISVILLE'S ENERGY USE

Metric	Louisville	Superior	Lafayette	L'Ville	Superior	Lafayette
Residential						
Residential annual energy cost ($)	$1,368	$1,740	$1,470			
Residential annual average electricity use (kWh)	6,592	7,868	7,144			
Residential annual average natural gas use (therms)	555	729	574			
Commercial						
Commercial annual energy cost ($)	$14,250	$4,773	$8,575			
Commercial annual average electricity use (kWh)	108,987	36,749	63,460			
Commercial annual average natural gas use (therms)	3,845	1,047	2,192			

Lower average residential energy **Higher average commercial energy**

Figure 12 Louisville residents pay less for residential energy compared to neighboring cities and more for commercial energy.

Greenhouse Gas Emissions

In 2016, Louisville's total greenhouse gas emissions were 260,765 MTCO2, or 29,342,298 gallons of gasoline (Louisville, Louisville Sustainability Action Plan, 2020). Energy emissions amounted for about 67% of this number. The following chart represents Louisville's goal to stay at or below 150,000 MTCO2e (Figure 13).

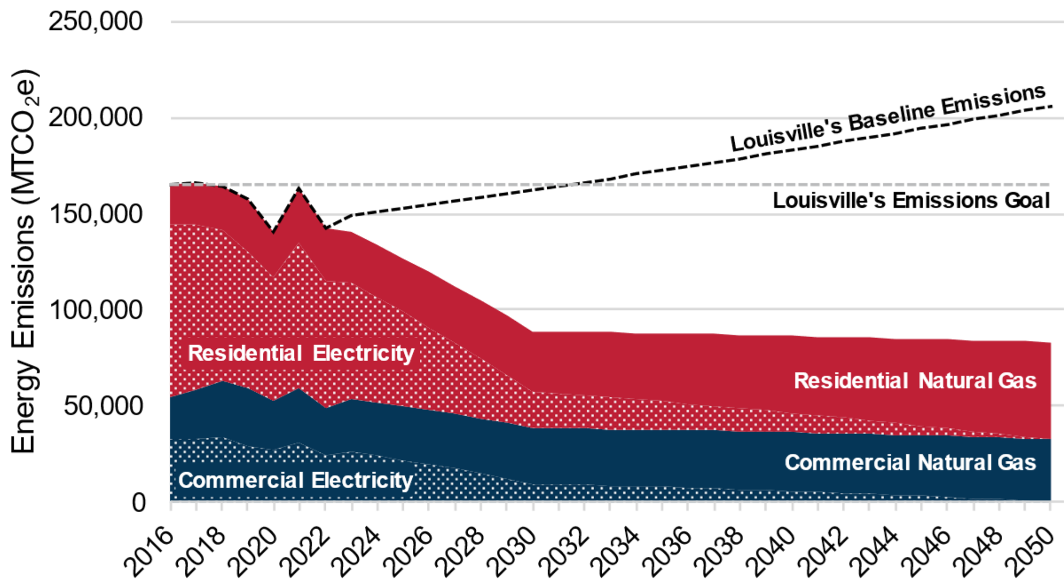


Figure 13. City of Louisville Energy Emissions Forecast

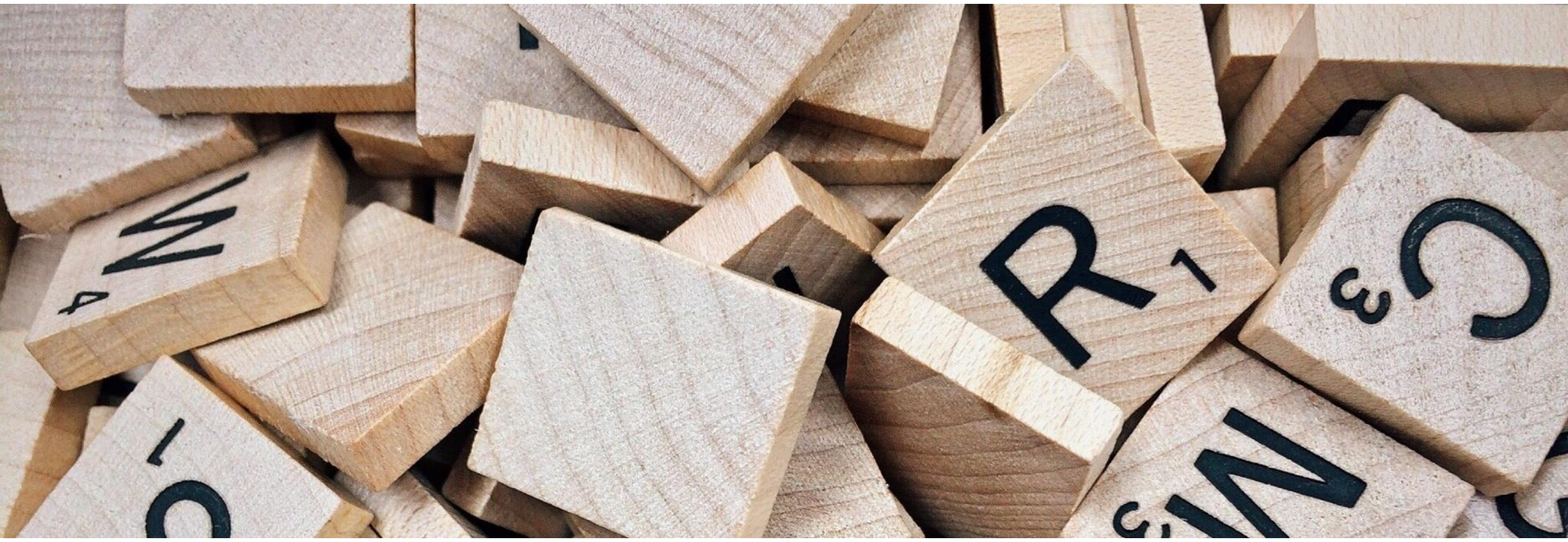
Renewable Energy

As mentioned earlier, Louisville is seeking to generate 75% of Louisville residential and business electricity needs from carbon-free sources by 2030 through Resolution 25 Series 2019. Currently 167 residential and commercial premises participate in Xcel Energy's renewable energy programs. As mentioned previously there were nearly 9,670 Xcel Energy premises in Louisville as of 2022. Renewable energy adoption rates in the community in both the residential and commercial sector exceeded the average in other Colorado Partners in Energy communities, as well as local peer communities in most cases as shown in Figure 14.

Metric	Louisville	Superior	Lafayette	L'Ville	Superior	Lafayette
Residential						
Residential DSM Participation Rate (%)	9%	10%	6%			
Residential Renewable Energy Participation Rate (%)	15%	12%	17%			
Commercial						
Commercial DSM Participation Rate (%)	7%	3%	3%			
Commercial Renewable Energy Participation Rate (%	7%	1%	2%			

Figure 14. City of Louisville DSM and Renewable Energy Adoption Rates Compared to Peer Communities

APPENDIX C: GLOSSARY OF TERMS



The following section defines a list of terms related to utilities, energy use, building electrification, and transportation electrification. While this list is not comprehensive, it does include some terms not present in this plan, but potentially useful for reference throughout implementation.

15 x 15: Xcel Energy's privacy rule, which requires all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15% of the total. Following these rules, if a premise(s) is responsible for more than 15% of the total for that data set, it is/they are removed from the summary.

Battery Electric Vehicle (BEV): An all-electric vehicle, fueled by plugging into an external charger, that has no tailpipe emissions. Requires low maintenance costs.

British Thermal Unit (BTU): The amount of heat needed to raise one pound of water at maximum density through one degree Fahrenheit

Beneficial Electrification: The replacement of direct fossil fuel use that results in either lower costs, reduced emissions, or more effective use of the power grid.

Building Electrification: Transitioning fossil-fueled appliances to ones powered by electricity, such as HVAC or water heating systems.

Carbon-free: Sources of energy that will not emit additional carbon dioxide into the air. Wind, solar, and nuclear energy are all carbon free sources, but only wind and solar are renewable.

Carbon-neutral: Also described as "net zero"; could include carbon-free sources but is broader and refers to energy that removes or avoids as much carbon dioxide as is released over a set period of time. Is sometimes used to describe a site that produces an excess amount of electricity from a renewable energy source, such as solar, compared to what it consumes. That excess energy is put back into the electric grid, in an amount that offsets the carbon dioxide produced from the electricity it draws from the grid, when it is not producing renewable energy.

Community Data Mapping: A baseline analysis of energy data in a geospatial (map) format across the community.

Demand Side Management (DSM): Modification of consumer demand for energy through various methods, including education and financial incentives. Aims to encourage consumers to decrease energy consumption, especially during peak hours, or to shift time-of-energy use to off-peak periods such as nighttime and weekend.

Direct Current (DC): The form of electricity where the current only flows in one direction. This is the type of electricity that batteries both supply and require to charge. EV chargers must convert the supplied AC electricity to DC power.

Electric Vehicle (EV): A vehicle that uses an electric engine for all or part of its propulsion.

Energy Conservation: The result of behavior changes that cause less energy to be used. For example, setting the thermostat to a lower temperature *reduces* the energy used in your home during the winter. Since energy reductions can be easily reversed, they are not accounted for when calculating changes in energy usage.

Energy Savings: Comes from a permanent change that results in using less energy to achieve the same results. A new furnace uses X% less energy to keep your home at the same temperature (all things being equal), resulting in energy *savings* of X%. For accounting purposes, energy savings are only counted in the year the new equipment is installed.

EV-Ready Codes: Local government codes that require installation of a 40 amp, 208/240 volt, dedicated branch circuit (similar to that of an electric dryer or oven), along with a circuit terminating in a receptacle, junction box, or EV charging station at certain parking facilities (Southwest Energy Efficiency Project, 2023).

Greenhouse Gases (GHG): Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor (H_2O), carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and ozone (O_3).

Grid Decarbonization: Current planned reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

HVAC: Heating, Ventilation, and Air Conditioning

Hybrid Electric Vehicle (HEV): Contains both an electric motor and a gasoline engine. The gasoline engine powers a generator that charges the electric motor. No external battery charger is used. Runs at a constant speed, which increases fuel efficiency.

Internal Combustion Engine (ICE): Traditional vehicle engine that uses the direct combustion of gasoline, diesel, or other fuels.

Kilowatt-hour (kWh): A unit of electricity consumption. For EVs, it is the amount of electricity being sent to the EV battery from the charger in one hour. This is calculated by volts times amps divided by 1,000.

Level 1 Charging Station: Uses a standard 120-volt AC outlet and can take 8 to 12 hours to fully charge a depleted battery; intended for residential use only.

Level 2 Charging Station: Uses a 220-volt or 240-volt AC outlet and can fully charge a depleted battery in 4 to 6 hours; can be used in both residential and commercial settings.

Level 3/DC Fast Charging Station: Uses an industrial 480-volt DC outlet and can charge a battery to 80 percent in 20 to 30 minutes; used in commercial settings where the anticipated charge time is limited (e.g., supermarket, gas station); will be used on Alternative Fuel Corridors – a national network of major thoroughfares supporting EVs and other alternative fuels.

Light-Duty Vehicles: Passenger cars with a maximum Gross Vehicle Weight Rating (GVRW) of 8,500 lbs.

Micromobility: Transportation using lightweight vehicles such as bicycles or scooters, including electric bicycles and scooters, often used to travel short distances.

Million British Thermal Units (MMBtu): Unit of energy consumption that allows electricity and natural gas consumption to be combined.

Metric Tons of Carbon Dioxide Equivalent (MTCO2e): Unit of measure for greenhouse gas emissions. The unit "CO2e" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO_2), based on the global warming potential (GWP) of the gas.

Megawatt (MW): A unit of electric power equal to 1 million watts.

Plug-in Hybrid Electric Vehicle (PHEV/PEV): Contains both an electric motor and a gasoline engine. An external plug is used to fuel the electric motor. The electric motor is used until the battery is depleted; at this point the gasoline engine takes over. Offers lower tailpipe emissions than traditional ICE vehicles and longer ranges than most BEVs.

Premise: A unique combination of service address and meter. For residential customers, this is the equivalent of an individual house or dwelling unit in a multi-tenant building. For business customers, it is an individual business, or for a larger business, a separately-metered portion of the business's load at that address.

Range Anxiety: Fear of running out of power in an EV before reaching a charging station or desired destination.

Range Per Hour (RPH): A measurement of the miles an EV can travel on one hour of charge. This is generally applied to EV charging stations and expressed in terms of typical EV efficiency.

Resilience: The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

Subscription: Agreement to purchase a certain amount of something at regular intervals.

Therm (thm): Unit of natural gas consumption.

Transportation Electrification: Transitioning fossil-fueled vehicles to ones powered by electricity, such as passenger vehicles or transit.

Volts: Measurement of the force pushing the flow of energy through a charger. Determined by electricity supply. Standard household outlets provide 120 volts; outlets for dryers or other high-powered household equipment supply 240 volts.

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City of Louisville
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Memorandum

To: **Louisville City Council Members**

From: **Louisville Sustainability Advisory Board**

Date: **April 2, 2024**

Re: **Community Decarbonization Plan**

Dear members of the Louisville City Council,

At the City Council meeting on Tuesday, April 2, City staff will present Louisville's Community Decarbonization Plan. A community stakeholder group, City staff, and Xcel's Partners in Energy developed the Community Decarbonization Plan over the past several months. The Louisville Sustainability Advisory Board reviewed the Community Decarbonization Plan at its February meeting.

The Board understands that City staff will advise City Council to update the City's climate action goals to reflect the Community Decarbonization Plan's recommendations, specifically, a 60% reduction in community-wide greenhouse gas emissions by 2035 (relative to the City's 2016 emissions) and net-zero community-wide greenhouse gas emissions by 2050. The Board supports the Community Decarbonization Plan's recommendations as well as related updates to the City's climate action goals. The Board would also support more aggressive climate action goals should City Council choose to pursue them.

The Board cannot sufficiently stress the importance of implementing the Community Decarbonization Plan and while the City has committed to implementation of its Internal Decarbonization Plan, community-wide greenhouse gas emissions dwarf municipal greenhouse gas emissions. While this may seem daunting, the Board gets inspiration from Ithaca New York, a similarly sized and much less affluent community, which is executing on their implementation plan for community-wide decarbonization by 2030.

The Board understands that City staff and Partners in Energy staff will devote some time to implementation of the Community Decarbonization Plan. Based on the enormity of the project, our current staff will likely struggle to sufficiently support the implementation. While the Board will also assist, the Board recommends that City Council prioritize additional funding and/or staffing to further implementation. For instance, the rebates that the City currently offers for home efficiency upgrades and home electrification (administered by EnergySmart) incentivize aspects of the Community Decarbonization Plan's implementation. The Board also recommends that City staff employ and report metrics to track and gauge implementation.

Looking forward, the Board advises City Council to monitor continued implementation of the Community Decarbonization Plan after the eighteen month period supported by Partners in Energy, and the Board encourages City Council to work to continue implementation independently of Partners in Energy. The Board also advises that City Council continue to support and advance sustainability initiatives that complement and supplement the Community Decarbonization Plan.

Sincerely,

The Louisville Sustainability Advisory Board

City of Louisville

Community Decarbonization Plan and Implementation

City Council

April 2, 2024

Kayla Betzold, Sustainability Manager

City of Louisville

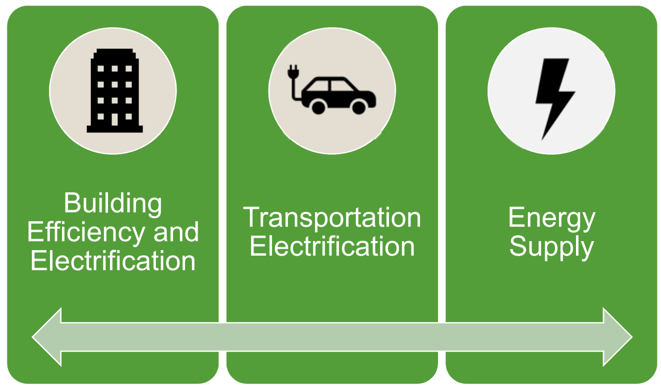
Presentation Priorities

- Staff overview of final Community Decarbonization Plan
- Council consideration of updated Climate Action Goals, to align with Internal and Community Decarbonization Plan targets
- Council consideration of Memorandum of Understanding (MOU) with Xcel Energy for implementation of Community Decarbonization Plan

City of Louisville

City Council Alignment

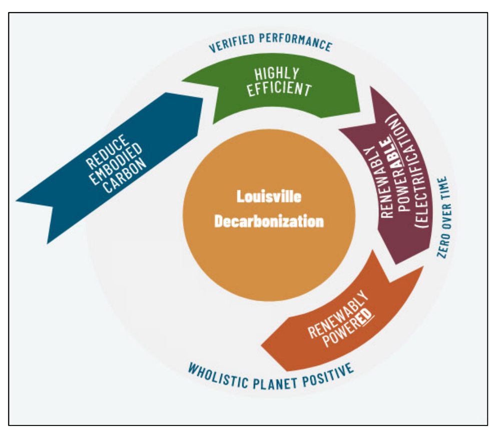
- High priority City Council Work Plan item in 2023 and 2024
- Supports adopted Climate Action Goals
- Supports adopted Sustainability Action Plan goals
- Aligns with adopted Internal Decarbonization Plan



City of Louisville

What is Decarbonization?

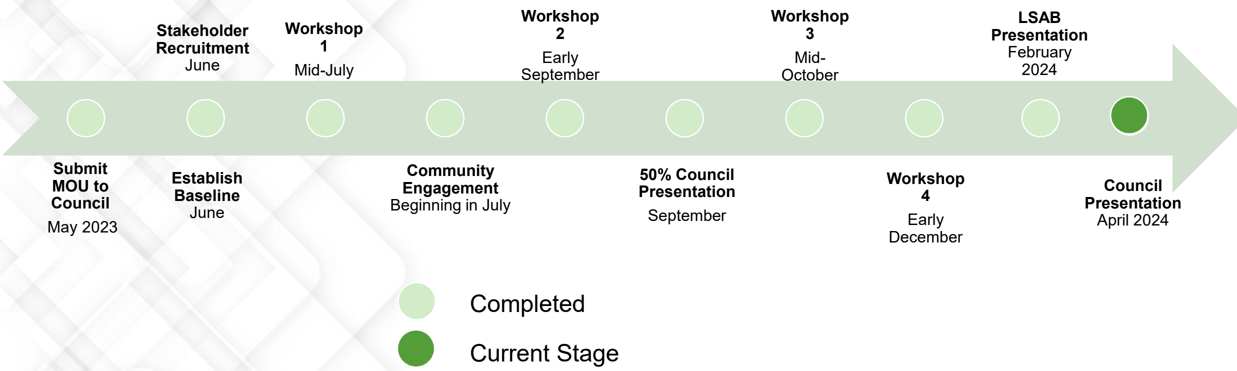
- **Reduce Embodied Carbon** – retrofit existing buildings, upgrade/update
- **Energy Efficiency** – reduce energy use
- **Renewably Power<u>able</u>** – reduce onsite fossil fuel, "electrification"
- **Renewably Power<u>ed</u>** – increase renewable zero-carbon energy sources



Source: McKinstry (2023)

City of Louisville

Planning Timeline



City of Louisville

Stakeholder Team and Plan Vision

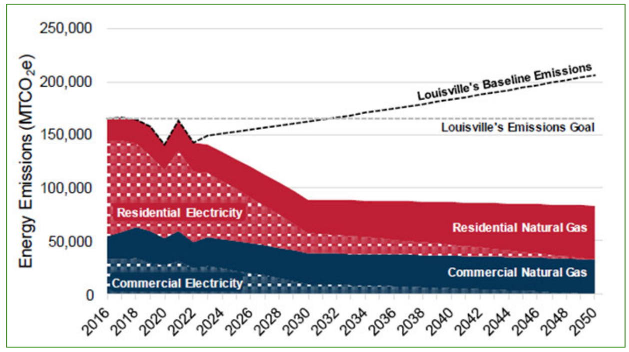
- Community-representative stakeholder group created to inform Plan's vision, goals and strategies.
  - Residents, community group members, business representatives, members of historically underrepresented groups, and topic experts.

Plan Vision: Louisville will take a measured, equitable approach to reducing carbon emissions from the building, energy supply and transportation sectors.

City of Louisville

Current Community Decarbonization Goal

Reduce core community GHG emissions annually below the 2016 baseline through 2030.

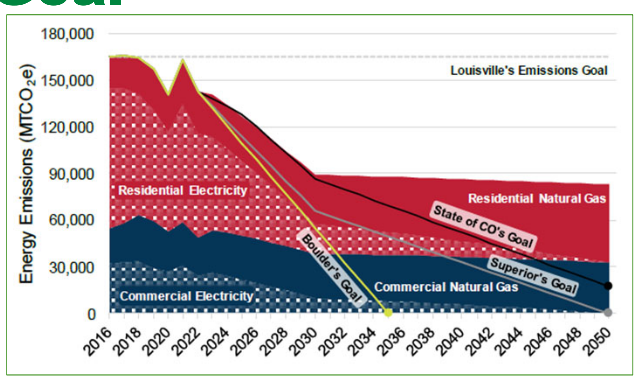


- City has met goal every year and is projected to meet goal into future, due to Xcel's renewable energy electricity mix.

City of Louisville

New Proposed Community Decarbonization Goal

- Stakeholder team was presented three benchmark goals
- Team agreed to align Plan's goal with the "ambitious" benchmark



Plan Goal: The City of Louisville will reduce energy-related emissions 60% below 2016 levels by 2030 and will be carbon-neutral by 2050.

	Conservative	Ambitious	Aspirational
Definition	Achievable with current budget and workforce	Will require additional investment, but doable	Would need significant adjustment in current priorities to achieve
Benchmark	Benchmark: State (CO)	Benchmark: Superior	Benchmark: Boulder
Goal	50% below 2005 GHG emissions by 2030	60% below 2016 GHG emissions by 2030 and net-zero GHG emissions by 2050	Net zero emissions by 2035

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Plan Strategies

- Stakeholder team identified several strategies to focus efforts during 18-month short term implementation period.
- Strategies focus on laying groundwork through education, outreach, support, advising and incentives.
- Residential and commercial strategies outlined in the Plan
- Strategies will be achieved through an implementation MOU with Xcel Energy
- Collaboration between City staff, LSAB, Partners in Energy, PACE, EnergySmart and other community partners is essential for success

City of Louisville

Residential Strategies

Single-Family Homeowner Engagement

- LouisvilleCO.gov/123Electrify webpage
- 1-2-3 Electrify Workshop Series
  - May – August 2024, collaboration with Superior and Lafayette

Rental and Multifamily Engagement

- Connect with renters and property management companies to learn about barriers to electrification
- Identify "champion(s)", support project(s), showcase results

Mobile Home Engagement

- Connect with Parco Dello Zingaro residents to learn about barriers to electrification
- Share information about available no-cost programs and resources
- Provide English/Spanish translation, Spanish interpretation services at event(s) and stipend to community member(s) assisting with outreach/engagement

City of Louisville

Commercial Strategies

Business Research

- Conduct analysis to understand existing fossil fuel equipment in commercial buildings; use results to target outreach/engagement
- CU-Anschutz School of Public Health student group currently conducting this research – results will be provided to City staff in late April

Business Advising

- City staff and PACE utilize student research to target outreach/engagement efforts
- Support businesses interested in PACE/Xcel Energy programs and provide information about rebates/incentives
- Build relationships, identify "champion(s)", support project(s), showcase results
- Partner with Economic Vitality, Chamber of Commerce, etc.

Proposed Update to Climate Action Goals - Community

1. Generate 75% of Louisville's residential and commercial/industrial electric needs from carbon-free sources by 2030.
   - No change – goal is likely to be achieved through Xcel Energy's projected renewable energy electricity portfolio.
2. Reduce energy-related residential and commercial/industrial GHG emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
   - Previous goal: Reduce core community GHG emissions annually below the 2016 baseline through 2030.
   - Updated to align with Community Decarbonization Plan target, clarifying "core" emissions as "energy-related" emissions, and clarifying "community" as "residential and commercial/industrial".

Proposed Update to Climate Action Goals - Municipal

1. Meet all of Louisville's municipal electric needs with 100% carbon-free sources by 2025.
   - No change – goal has already been achieved through onsite solar and Xcel Energy subscription programs.
2. Reduce energy-related municipal greenhouse gas emissions 60% below the 2016 baseline by 2030 and achieve carbon-neutrality by 2050.
   - Previous goal: Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.
   - Updated to align with the Internal and Community Decarbonization Plan targets, updated to set GHG reduction target in 2030, rather than 2025, and clarifying "core" emissions as "energy-related" emissions.

City of Louisville

13

Xcel Energy MOU and Implementation

- 18-month short term implementation support from Xcel Energy/Partners in Energy.

Xcel Energy support includes:
- Create website, marketing, and outreach content; design, translate and print materials
- Develop data collection process, analyze data, present results
- Provide stipends to support event costs and community engagement
- Project management – meetings, coordination, notes, follow up

City support includes:
- Lead 1-2-3 Electrify workshop planning and delivery
- Identify key renter, multifamily and business representatives; support project implementation
- Lead mobile home park engagement and event planning
- Coordinate student research project, analyze results and target business outreach efforts

- The full scope of work, including detailed roles and responsibilities, can be found in the MOU attachment.

City of Louisville

14

Staff Recommendation

- Staff recommends adopting the resolution updating the Louisville Clean Energy and Carbon Emission Reduction Goals (Climate Action Goals) to align with the Internal and Community Decarbonization Plans.
- Staff recommends adopting the resolution approving a MOU with Xcel Energy for the implementation of the Community Decarbonization Plan.

City of Louisville

15

City of Louisville

Thank You

Questions?

City of Louisville

16

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CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

SUBJECT:	**ORDINANCE NO. 1870, SERIES 2024 – AN ORDINANCE RENAMING THE ARTS & CULTURE ADVISORY BOARD AND AMENDING THE LOUISVILLE MUNICIPAL CODE TO REFLECT THE SAME – 2nd READING – PUBLIC HEARING (advertised *Daily Camera* 3/10/24) – *continued from 3/19/24***
DATE:	**APRIL 2, 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 the ordinance.

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:

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Meredyth Muth, City Clerk

APPROVED AS TO FORM:

____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 2nd day of April, 2024.

____
Christopher M. Leh, Mayor

ATTEST:

____
Meredyth Muth, City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: ORDINANCE NO. 1871, SERIES 2024 – AN ORDINANCE AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL CODE REGARDING PUBLIC ART – 1ST READING, SET PUBLIC HEARING 4/16/24

DATE: APRIL 2, 2024

PRESENTED BY: SHARON NEMECHEK, DIRECTOR OF CULTURAL SERVICES

SUMMARY: City staff is recommending amendments to Chapter 14.20 of the Louisville Municipal Code, which addresses the City's acquisition and installation of public art. The amendments clarify the roles of the Louisville Cultural Advisory Board ("Cultural Board") and the Arts and Events Program Manager ("Program Manager") with respect to public art and expedite the formerly lengthy process. Changes include the following:

- Updates the definition of "work of art" to add additional types and mediums of art.
- Authorizes the Program Manager to assemble and consult with juries of community members on proposed art.
- The Cultural Board is responsible for recommending whether to approve public art for installation and display.
- The Project Manager issues a final written decision on whether to approve a work of art for installation and display in the public place. A copy of the decision will be published on the City's website and forwarded to City Council.

The following provisions in Chapter 14.20 are not being amended and will stay the same:

- Prior to the installation of art in a public place, notice shall be posted at the proposed location.
- The Cultural Board will hold a public meeting at which it will receive public comment and make a recommendation on the proposed work.
- City Council has 45 days to "call-up" and review the Program Manager's decision, which review will occur at a subsequent Council meeting.

FISCAL IMPACT: None.

RECOMMENDATION: Staff recommends approval of Ordinance No. 1871, Series 2024 on first reading and setting the public hearing for April 16, 2024.

ATTACHMENT(S):
1. Ordinance No. 1871, Series 2024, An Ordinance Amending Chapter 14.20 of the Louisville Municipal Code Regarding Public Art

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. 1871
SERIES 2024

AN ORDINANCE AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL CODE REGARDING PUBLIC ART

WHEREAS, City Council previously adopted Chapter 14.20 of the Louisville Municipal Code, which establishes factors to guide the City's acquisition of art and its placement on public property and in public buildings within the City; and

WHEREAS, City Council has determined that certain changes to the acquisition process are appropriate.

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

Section 1. Sections 14.20.020 through 14.20.080 of the Louisville Municipal Code are hereby amended as follows (words to be added are underlined; words deleted are ~~stricken~~):

Sec. 14.20.020. Definitions.

For purposes of this Chapter, the following words or phrases shall have the following meanings:

Cultural Board ~~*council*~~ means the Louisville Cultural Advisory Board.

Program Manager means the City's Arts and Events Program Manager or designee.

Work of art means and includes, but is not limited to, a sculpture, monument, mural, fresco, relief, painting, mosaic, ceramic, weaving, carving, ~~and~~ graphic arts, photography, mixed media, earth works, light or luminal art, sound art, portable art, and works in clay, fiber, textiles, wood, metal, plastics, stained glass and other materials.

Sec. 14.20.030. Administration.

The Program Manager ~~Cultural Council~~ shall administer the provisions of this Chapter relating to the acquisition, placement and display of works of art.

Sec. 14.20.040. Public art policy ~~Guidelines.~~

The Cultural Board ~~Council~~ shall adopt a public art policy ~~guidelines~~:

A. To prescribe procedures for the selection, acquisition or loan and display of works of art in public places;

B. To select public sites suitable for the display of works of art;

C. To facilitate the preservation, maintenance and conservation of works of art that may be displayed in public places;

D. To prescribe procedures for the removal, relocation and de-accession of works of art previously acquired; and

E. To set forth any other matter appropriate for the administration of this Chapter.

Sec. 14.20.050. Approval process.

A. Prior to referring a work of art to the Cultural Board, the Program Manager ~~Cultural Council~~ shall evaluate works of art proposed for donation or purchase in accordance with the selection and display factors set forth in section 14.20.060 this chapter. As part of the evaluation process, the Program Manager may assemble a jury of community members to evaluate the work.

B. Prior to proceeding with the installation of a work of art proposed for display in a public place, the Program Manager ~~Cultural Council~~ shall post notice at the proposed location in accordance with section 14.20.080 of this chapter.

C. The Cultural Board ~~Council~~ shall ~~vote~~ advise on whether to approve the work of art for installation and display in the public place. The Program Manager shall issue a final written decision on whether to approve a work of art for installation and display in the public place. All decisions by the Program Manager ~~Cultural Council~~ as to placement of works of art shall be considered final unless the City Council within 45 days of the decision chooses to review the decision, which review shall occur at a subsequent City Council meeting.

D. Once the placement of a work of art has been approved, and the decision of approval considered final, the Program Manager ~~Cultural Council~~ may proceed with the purchase or acceptance of the work of art in accordance with the public art policy ~~guidelines~~ adopted pursuant to section 14.20.040 of this chapter.

Sec. 14.20.060. Selection and display factors.

The Cultural Board ~~Council~~ and Program Manager shall consider the following factors, as applicable, in evaluating and selecting works of art for display in public places:

A. Conceptual compatibility of the design with the immediate environment of the site;

B. Appropriateness of the design to the function of the site;

C. Compatibility of the design and location with a unified design character or historical character of the site;

D. Preservation and integration of natural features for the project;

E. Appropriateness of the materials, textures, colors and design to the expression of the design concept;

F. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a diversity of thought and expression and a variety of subjects, styles, designs and media throughout the community;

G. Appropriateness of the work of art for observation by people all ages; and

H. Other selection matters and values as established by the ~~Cultural Council's~~ public art policy adopted pursuant to section 14.20.040 of this chapter. ~~written guidelines.~~

Sec. 14.20.070. Display of art in public places.

A. Works of art selected pursuant to the provisions of this Chapter may be placed in, on or about any public place. Works of art owned by the City may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed appropriate by the Program Manager ~~Cultural Council~~. Works of art that are privately owned or owned by other public entities may be loaned to the City for display upon such terms and conditions as deemed appropriate by the Program Manager ~~Cultural Council~~.

B. All works of art in public places shall receive the prior review and approval of the Program Manager ~~Cultural Council~~, unless otherwise provided in this chapter. None shall be removed, altered or changed without the prior review and approval of the Program Manager ~~Cultural Council~~, except for works of art on loan to the City, which shall be removed at the end of the loan period and returned to the owner, and except where removal, alteration or change is necessary to alleviate a public safety concern.

C. Installation, maintenance, alteration, refinishing and moving of works of art in public places shall be done in consultation with the artist whenever feasible, and in accordance with the guidelines established by the Cultural Board ~~Council~~.

D. The City Manager or the City Manager's designee shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and the names of architects whenever feasible. The City Manager or the City Manager's designee shall attempt to give appropriate recognition to the artists and publicity and promotion regarding art in public places.

Sec. 14.20.080. Public notice - ~~cultural council~~ program manager action - city council review.

A. Prior to proceeding with the installation of a work of art proposed for display in a public place, the Program Manager ~~Cultural Council~~ shall post notice at the proposed location, which notice shall contain the following information:

1. The date of posting;

2. A description, photograph or drawing of the work of art to be installed, including but not limited to its size and subject matter;

3. A description, photograph or drawing of the proposed display site;

4. A statement that members of the public may submit written comments, and contact information for delivery of the written comments; and

5. The date, time and location of the Cultural Board ~~Council~~ meeting at which the Cultural Board ~~Council~~ will receive public comment and make a recommendation ~~take action~~ on the proposed installation.

6. The Program Manager shall issue a final written decision on whether to approve a work of art for installation and display in the public place. A copy of the decision shall be published on the City's website and shall be forwarded to City Council.

B. All decisions by the Program Manager ~~Cultural Council~~ as to placement of works of art shall be considered final unless the City Council within 45 days of the decision chooses to review the decision, which review shall occur at a subsequent City Council meeting.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of April, 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:

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Meredyth Muth, City Clerk