

City Council

Agenda

Tuesday, May 6, 2025
Council Chambers
749 Main Street
6:00 PM

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

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

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

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

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

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

5. CONSENT AGENDA

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

A. Parks, Recreation and Open Space Department Long-Range Plan and Trails Master Plan

Citizen Information

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

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

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

- B. Basketball Court Mural in Cottonwood Park**
- C. Resolution No. 28, Series 2025 – A Resolution Approving a Services Contract with Impact Development Fund**
- D. Purchase of the Annual Computer Replacements - 2025**

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER’S REPORT

8. REGULAR BUSINESS

A. OLDER AMERICANS MONTH PROCLAMATION

- Action

B. ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDERS HERITAGE MONTH PROCLAMATION

- Action

C. JEWISH AMERICAN HERITAGE MONTH PROCLAMATION

- Action

D. HISTORIC PRESERVATION MONTH PROCLAMATION

- Action

E. SMALL BUSINESS WEEK PROCLAMATION

- Action

F. ECONOMIC DEVELOPMENT WEEK PROCLAMATION

- Action

G. ORDINANCE NO. 1895, SERIES 2025 – AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTER 5.12 CONCERNING CONTRACTOR LICENSES – 1ST READING AND SET PUBLIC HEARING FOR MAY 20, 2025

- Introduction
- Staff Presentation
- Action-Set Public Hearing

H. DISASTER PREPAREDNESS AND EMERGENCY RESPONSE

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

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 05/20/2025

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

- Swearing in of Louisville Pet Mayor
- Pride Month Proclamation
- Comcast Francise – 1st Reading
- Citywide and LRC Budget Amendment
- South Street Underpass Final Design Contract
- Contractor Licenses – 2nd Reading
- Accessory Dwelling Units – 2nd Reading (continued from 4/15)
- Accessory Dwelling Unit Tap Fees
- King Soopers Marketplace PUD Amendment
- 517 S Arthur PUD
- SCWTP Admin and Solids Residential Contract
- Boulder Broomfield HOME Regional Consortium IGA
- BAP – Raven Space Systems

SUBJECT: PARKS, RECREATION AND OPEN SPACE DEPARTMENT LONG-RANGE PLAN AND TRAILS MASTER PLAN

DATE: MAY 6, 2025

PREPARED BY: BRYON WEBER, PROS PROJECT MANAGER

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

SUMMARY:

Staff requests Council approve a consulting contract with DTJ Design Inc. (DTJ) for the purpose of developing an updated Long-Range Plan and a Trails Master Plan, respectively, for the Parks, Recreation and Open Space (PROS) Department and its divisions – Parks, Recreation & Senior Services, Open Space and the Coal Creek Golf Course.

The goal of the Long-Range Plan is to complete a high-level analysis of each of the PROS division's existing facilities, amenities and services, developed parks, and open space properties. This plan will be informed by robust public engagement strategies that capture the community's needs, desires and priorities for each PROS division going forward. Similarly, the Trails Master Plan will include analysis and public input specific to the City's trail system and result in prioritized needs and desires for the on-going planning, development and management of the trail network and related topics.

The planning contract is to be primarily facilitated by DTJ who will then oversee a team of five subconsultants with varied expertise. DTJ is a multi-disciplined planning, architecture, landscape architecture and urban design firm whose consulting practice ranges from community planning to amenity design (including golf) to parks and open space.

Supporting the DTJ team will be:

- ERO Resources – local experts in the environmental, open space and natural resources topics that will direct many aspects of both plans
- Ballard*King – specialists in recreation planning and administration
- Toole Design Group – offering technical assistance on the trails master plan
- RRC Associates – providing community research and a statistically valid survey
- Studio 6 – supporting implementation of the public outreach and community engagement essential for successful completion of both plans

If approved, the work is expected to take place over the next 14-18 months, with adoption of both plans taking place in the second half of 2026. An expanded narrative on both planning efforts with additional background is available in the attached staff report.

BACKGROUND / PRIOR DISCUSSIONS:

This item was originally submitted as part of the March 18, 2025 consent agenda, however, it is being resubmitted at the request of Council to now include an updated consultant proposal and a staff report with further clarifications on questions which arose from the previous submittal.

- March 18, 2025 – City Council Advanced Agenda & Regular Meeting
Contract approval was removed from the consent agenda and discussed as part of the regular meeting. No formal staff presentation was made, but the PROS Project Manager was present to answer questions from Council.
- October 14, 2024 – City Council Advanced Agenda
Council approved a revised Request for Proposal (RFP) outlining staff's desired planning approach and scope. This RFP was publicly advertised and used to solicit consulting proposals for both plans as part of a combined planning effort.
- September – October 2024 – Advisory Board Review
A draft Request for Proposal (RFP) was presented to the Open Space Advisory Board (OSAB), Parks and Public Landscaping Advisory Board (PPLAB) and Recreation Advisory Board (RAB) to allow board members to review and comment on the staff's suggested approach, scope and strategy. Board comments were used to modify the RFP before submission to Council for additional feedback.
- June - July 2024 – Request for Proposal (RFP) Development
Staff developed the RFP based on review of the previous PROS Master Plan completed 2012, research of other municipalities planning efforts and on-going conversations with PROS leadership and division staff.
- May 7, 2024 – City Council Budget Amendment
Council approved an amendment of the 2024 budget which included (among other items) allocation of \$100,000 for completion of the Trails Master Plan.
- November 6, 2023 – Council Approval of 2024 Budget
Approval included \$300,000 for the "PROST Master Plan Update" as part of the then Open Space & Parks Fund (then Fund 201).
- November 15, 2022 – Council Approval of 2023-28 Capital Improvements Plan
Approval of the 2023 budget included the 5-year CIP plan with \$300,000 in fiscal year 2024 for what was then called the "PROST Master Plan Update".

DEVELOPMENT PROPOSAL:

Not Applicable

ANALYSIS:

A majority vote from Council is needed to award and execute a consulting contract with DTJ in the amount of \$375,500 for the purpose of completing the PROS Long-Range Plan and Trails Master Plan projects. Approval would also authorize staff to spend up to an additional \$24,500 on additional services and/or contingency needs for a total not-to-exceed \$400,000 between the combined planning projects.

Council should consider that both plans are vital to the success of the PROS Department, and its divisions, as they will establish guiding documents to inform resource investments and aspects of planning, operations and department management for the next decade. The previous PROS Department plan was completed in 2012 and is therefore overdue for its typical 10-year update – particularly in light of the significant events that have occurred since its completion including the 2013 flood, 2021 Marshall Fire, COVID pandemic and significant transitions in both City and Department leadership.

Furthermore, as outlined in Title 4 of the Louisville Municipal Code, the Open Space Advisory Board is tasked with overseeing the adopted Trails Master Plan, however such plan has not been previously completed as a standalone resource, and this will serve as the opportunity to complete this particular planning process for the first time.

2025 COUNCIL WORK PLAN:

The PROS Long-Range Plan and Trails Master Plan are listed in the Core Services section of the 2025 work plan. These plans incorporate Council's EDI lens with planning strategies focused on community engagement which listens to all voices and obtains direction for the collective community's needs and desires. Environmental sustainability is at the forefront of the planning effort with a lead consultant who integrates such philosophy into their daily practice and a dedicated environmental sub-consultant to advise and direct all aspects of both plans.

FISCAL IMPACT:

Budgeted?: **Yes**

As outlined below, the City currently has \$300,000 allocated to the PROS Long-Range Plan and an additional \$100,000 specifically for the Trails Master Plan.

The \$300,000 originated in the 2024 budget in the fund previously known as Fund 201 – Open Space & Parks. It was placed into this shared fund with the intention of being used for the overall PROS Department Long-Range plan, including components for all four PROS divisions.

SUBJECT: PROS Long-Range Plan & Trails Master Plan**DATE: MAY 6, 2025****PAGE 4 OF 5**

As part of a May 2024 budget amendment which was reviewed by the Finance Committee and approved by City Council, Fund 201 was divided into what is now known as Fund 210 – Open Space and Fund 211 – Parks. During the division of Fund 201, the \$300,000 was administratively split (50/50) between Fund 210 and 211 so that each fund holds \$150,000. As an administrative split, no implications were intended that half of the money be spent on parks and half on open space given the shared nature of the old Fund 201 and original intention that the money be used for the overall PROS Department planning effort.

Furthermore the \$100,000 allocation for the Trails Master Plan, established by the same May 2024 budget amendment, was administratively split (50/50) between the then new Funds 210 and 211, as shown below.

Available Budget	
Acct. No. 210522-630188 (Open Space – PROS Long Range Plan)	\$150,000
Acct. No. 211511-630188 (Parks – PROS Long Range Plan)	\$150,000
Acct. No. 210528-660316 (Open Space – Trails Master Plan)	\$50,000
Acct. No. 211511-660316 (Parks – Trails Master Plan)	\$50,000
Total Available:	\$400,000
Anticipated Expenditures	
PROS Long Range Plan	\$275,500
Trails Master Plan	\$100,000
Cottonwood Park & Lake Park OS Concept Plan	\$0.00
Contingency / Additional Services (T.B.D)	\$24,500
Total Not-to-Exceed:	\$400,000
Budget Remaining	(\$0)

The results of the competitive bidding process and tabulation of fees proposed by the 8 respondents are shown below. DTJ Design's original proposal was the second lowest bidder overall and after staff review of the submitted proposals, the lowest bidder of the four short-list firms.

Note that DTJ's current fee proposal differs from their original number due to the scope negotiations discussed in the summary section above regarding how to best maximize the consulting team's services within the City's overall budget. The current proposal outlined in Exhibit A & B reflects staff's desired scope, community engagement process, sub-consultant involvement and final deliverable expectations while also fulfilling staff's desire to withhold some funds for potential additional service investments and/or general contingency purposes.

SUBJECT: PROS Long-Range Plan & Trails Master Plan**DATE: MAY 6, 2025****PAGE 5 OF 5**

The bidding tabulation is as follows:

	Service Fees Submitted in Exhibit A - Cost Proposal Form				
Lead Consultant	Fee Total	Long Range Plan	Add Alt #1 - Trail System	Add Alt #2 - Cottonwood	Other
Land Design	\$ 385,000.00	\$ 225,000.00	\$ 100,000.00	\$ 60,000.00	\$ -
DTJ	\$ 391,116.00	\$ 247,318.00	\$ 92,166.00	\$ 51,632.00	\$ -
BerryDunn	\$ 396,962.00	\$ 212,526.00	\$ 99,508.00	\$ 84,928.00	\$ -
Logan Simpson	\$ 399,860.00	\$ 250,648.00	\$ 99,947.00	\$ 49,265.00	\$ -
Design Workshop	\$ 400,000.00	\$ 292,000.00	\$ 100,000.00	\$ 8,000.00	\$ -
SCJ Alliance	\$ 451,035.00	\$ 270,173.00	\$ 109,051.00	\$ 71,811.00	\$ -
Kimley Horn	\$ 452,000.00	\$ 284,000.00	\$ 100,000.00	\$ 65,000.00	\$ 3,000.00
110 Percent	\$ 463,330.00	\$ 271,970.00	\$ 99,900.00	\$ 91,460.00	\$ -

Note: Firms are listed in order of fee total only. **Bold** indicates firms short-listed for interview.

ALTERNATIVE(S):

An alternative to completing these plans is to continue using the adopted 2012 PROST Master Plan as the guiding planning document for the Department and continue managing the trail system on a project-by-project basis.

Staff believe this alternative will result in reactionary management and potential uncertainty as to whether PROS facilities, programs and services meet the needs and desires of the community as a whole.

RECOMMENDATION:

Staff recommend the City Council vote in support of the award to DTJ, approve the master consulting agreement for \$375,500 with an amount not-to-exceed \$400,000 and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Exhibit A – Signed Agreement with detailed Scope of Work
2. Exhibit B – Updated Proposal from DTJ with sub-consultant portfolio
3. Exhibit C – Staff Report with further background narrative

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND DTJ DESIGN INC.
FOR PROS LONG RANGE PLANNING, TRAILS MASTER PLANNING
AND COTTONWOOD/LAKE PARK CONCEPT DESIGN SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into this 19TH day of March, 2025 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and **DTJ Design Inc.**, a Colorado Corporation, 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 PROS Long Range Plan and Trails Master Plan services as further set forth in the Contractor’s Scope of Services set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the “Services”).
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit 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 Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month.

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

5.0 PROJECT REPRESENTATION

- 5.1 The City designates 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 Keith Walzak as its project manager and S. Christopher Moore as the Principal in Charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Keith Walzak, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31st, 2026, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on March 19th, 2025 and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

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

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole

and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

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.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Contractor:

DTJ Design, Inc.
Attn: Keith Walzak
3101 Iris Ave. Suite 130
Boulder, CO 80301
e-mail: kwalzak@dtjdesign.com

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE

By: _____
Christopher Leh, Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: S. Christopher Moore

Title: Chief Executive Officer + Vice President, DTJ Design Inc.

EXHIBIT A: Scope of Work
City of Louisville Parks, Recreation & Open Space (PROS) Department
Long Range Plan + Trails Master Plan
3-18-2025

SCOPE OF SERVICES

The following Scope of Work is based on four phases of work. The anticipated project duration is 17 months from Notice-to-Proceed to adoption of the Long-Range Plan and Trails Master Plan (March 2025 – August 2026). The Consultant will provide A final Project Schedule as part of Task 1.3: Community Engagement Plan. Phases The Long-Range Plan and the Trails Master Plan will be completed concurrently.

PHASE I: PROJECT INITIATION

TASK 1.1: PROJECT MANAGEMENT, ADMINISTRATION + PROGRESS REPORTING

The Consultant (herein referred to as DTJ Design and subconsultant team members) will provide project management and coordination with the city project management team, assist in facilitating ongoing meetings and plan monitoring as defined in the approved internal Project Work Plan (PWP). The Consultant will meet with the city Project Manager and representatives as part of regularly scheduled management meetings to review specific tasks throughout the project duration. Meeting summary notes will be provided, and the PWP and schedule will be updated as needed. Monthly Progress Reports will be issued as part of the regular monthly billing cycle. Work sessions and regular project management meetings may be held virtually. Meeting agendas will be provided for the staff ahead of time. In coordination with the city staff, the Consultant will be responsible for:

- Project Work Plan activities
- Project Management Team meetings (not to exceed 6 for Phases II-IV)
- Contract scope, scheduling, and budgeting
- Communications, project tracking and invoicing
- Monthly progress reports

TASK 1.2: KICK-OFF MEETING + STUDY AREA TOUR

The Consultant will participate in an initial in-person Kick-off Meeting with staff and other representatives to introduce project team members and review project assumptions and anticipated project outcomes. The Kick-off Meeting will clarify staff and consultant roles and responsibilities, project deliverables and exclusions, and communication protocols. Participants will clarify current and past reports, Geographic Information Systems (GIS) shapefile data, and other information to be provided by the city as part of a Request for Information (RFI), and whether additional data will be required to support future tasks for the Plan process. If any identified gaps of information are determined, the parties shall agree on how that data will be accounted for and by whom. The Consultant will participate in a Study Area Tour organized by the city to understand the department’s properties and assets.

TASK 1.3: COMMUNITY ENGAGEMENT PLAN (CEP)

The Consultant will collaborate with staff to develop a project Community Engagement Plan (CEP) that defines the project’s outreach strategy. The CEP will clarify the engagement activities and staff resources and roles, organizations, boards, and technical working groups, committees, and community-based organizations and contacts associated with the plan process. A detailed schedule will identify each meeting purpose and timeline. The CEP will confirm protocols for email correspondence, digital and print collateral, and any required language translation services. Staff will provide input on stakeholders, focus group participants and session topics, and contact information of volunteer board and elected officials. One set of written comments will be provided by the city. The city will use its current city web platform as the primary web tool for the project.

PHASE I DURATION: ~8 WEEKS

MEETINGS

- Kick-off Meeting (1.5 hr.) and Study Area Tour (2 hr. van tour organized by city staff)
- Ongoing Project Management Meetings (up to 2) and Progress Reporting

DELIVERABLES

- Project Work Plan (PDF format)
- Community Engagement Plan (PDF format)

PHASE II: ASSESSMENT, EXPLORATION + IDEAS

TASK 2.4: RESEARCH, DATA COLLECTION, TRENDS + NEEDS ASSESSMENT

The Consultant will utilize existing data such as past plans and studies, habitat and species data and high value land conservation data (as example) developed by the city as the foundation of the Needs Assessment. After a review of this and other information provided by the city, any gaps or missing information will be identified. This information, along with the assessment of the trail system and each division’s current facilities, programs, and operations, will form the basis for the direction and specific plan recommendations. A review will include the previous PROS Plan policies and standards, inventory of current assets and programs, mapping, and data sets and include the city GIS shapefile data to assess the quality, location, and distribution of facilities and amenities. The Needs Assessment will identify gaps with facilities and services based on population distribution, trails system connectivity and access, and industry standards such as universal access to define needs and priorities.

The Consultant will address facilities, properties, and programs, operational, and capacity issues and include recommendations on how best to establish a financially sustainable program that meets the demands and needs of Louisville’s recreational assets. The evaluation will consider current levels of service standards and evaluate existing facilities and programs to meet community preferences and trends. The review will include a high-level analysis of elements such as:

- Demographics
- Existing city parks, open space properties, and trail system
- Recreation & Senior Center facilities, programs, and services
- Coal Creek Golf Course facilities, programs, and services
- Comparative best practices
- Relevant standards such as National Recreation and Park Association (NRPA), AASHTO and other examples
- Review of maintenance practice and standards
- Operations structure and staffing
- Demand and SWOT analysis

The Needs Assessment will consider the life expectancy of each division’s assets and the backlog of deferred maintenance needs to create a list of improvements necessary to continue to meet current standards. The Consultant will prioritize needs into a short-mid-and long-term ranking system to inform participants and work with staff to strategize a capital improvement program for backlog needs, renovations, and new facilities. The process will apply a high-level evaluation to compare how Louisville lines-up with other communities based on amenities, square foot estimates per resident, residents per facility and overall size. The level of analysis will address existing assets (including recreational facilities, parks, open spaces, and trails), management, maintenance, and operations procedures, and Capital Improvement Program history and needs.

The Consultant will meet with Division managers as part of the stakeholder interview process to discuss their operations and how individual operations interface with the rest of the department operational needs. For the recreation and Coal Creek golf operations, the Consultant will conduct site visits and gap analysis to show current and future golf operations as well as an understanding of asset valuation of the facilities. The Consultant will incorporate the observed findings as part of a high-level summary to illustrate current facilities, rates of participation, staffing, number of golf days produced by the population, and cost recovery data, and capital improvement needs to understand trends and specific actions taken to improve services and revenue. The Consultant will identify key priorities and develop planning level recommendations to address recreational facility and golf course uses. A follow-up visit with Division managers may be scheduled to refine the initial findings and draft reporting.

The Consultant will develop a summary of current PROS mission, values, current goals, policies, and trends analysis and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) matrix to summarize existing conditions and needs. The research will form the basis for a path forward to improving services, identify capital and operational needs and include topics such as:

- Sub-regional influences
- Intra-agency cooperation
- Social-economic and demographic trends
- Diversity and equity programs and needs
- Parks, Opens Space and trail system facilities inventory, and assessment
- Recreation & Senior Center program analysis
- Outdoor recreation amenities, programs, and services
- Golf program assessment
- Multi-generational health and wellness programs and events
- Universal Access and Americans with disabilities (ADA)
- Levels of service
- Supply and demand
- Peer community comparisons
- Gap analysis
- Public art and cultural/historical activities
- Natural resources, open lands, and urban trails; trail Infrastructure
- Land Dedication Ordinance
- Standards and specifications
- Project review procedures (Capital Improvement Program and funding sources)

TASK 2.5: COMMUNITY ENGAGEMENT ACTIVITIES

The project’s community engagement activities will focus on executing the community outreach program identified in the approved CEP. The Consultant will meet with staff to clarify roles and responsibilities, confirm, plan, and facilitate outreach program activities, and coordinate website and technical content for digital and print surveys, print postcards, and required language translation services (not a part of this Scope of Services). The Consultant will prepare information including maps, presentations, graphics, handouts, and track comments, summarize public input, and incorporate input and project summaries.

Stakeholder Interviews (5)

Up to 5 – 1 hr. stakeholder interviews will include internal agency (division) staff such as administration, planning, operations, recreational programs, trails maintenance, events, and other staff, and external stakeholders such as foundation and non-profits, environmental and trails advocacy, youth and senior programs, and multicultural group representatives. Typically, up to 4 participants will attend each interview. The meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the project website if determined appropriate.

Focus Group Sessions (3)

The Consultant will coordinate with staff to identify up to three focus groups topics based on plan elements. The focus group sessions will be up to 1.5 hr. long and topics may include recreational programs, culture and arts, sports, neighborhood and community parks, natural open space, conservation, and trails topics. Focus groups may include five to seven representatives per meeting. The Consultant and the city will jointly identify the topic groups. The city will identify the focus group participants and make an initial contact to invite participants to each focus group session. Meeting summary notes will be prepared by the Consultant and made available to staff and uploaded onto the PRD project website.

Community Open House Events (2)

The Consultant will plan and facilitate up to two Community Open House Events to include the PROS Long Range Plan and the Trails Master Plan. The events will concurrently address each plan topic and focus on obtaining input on community values, parks and recreation, and open space and trails needs. The initial Open House Event will be a visioning and goal setting workshop and provide an opportunity for community members to engage and discuss topics for the plan. The second Open House Event will focus on initial plan recommendations and draft implementation strategies. Each Open House Event is 2–3-hour program designed to encourage one-on-one conversations with the community and special interest groups on preferences and needs. The Open House Events will include multiple stations where people can learn about the plan process and provide input on key topics. A brief written online survey will be available through the city website to gather input on specific needs and priorities.

Pop-Up Events (3)

The Consultant will assist in planning and attending up to 3 Pop-up events to be held at various locations throughout the city. Pop-up tents will be provided by the city and be set up at various locations (community center, library, trailheads, or other locations) and as part of planned community events to inform community members and end users and gather input. City staff will support and attend the pop-up events.

Online/ Written Surveys: Preparation, Printing, Distribution, and Data Entry

An online and written survey will be developed and distributed through the city website, and at the pop-up and Open House Events to address plan topics and establish core community values, needs, and priority issues associated with the plan. The online survey will be a statistically valid, communitywide tool. Supplemental written surveys will provide the same content as the online survey and be available at events to solicit input on community preferences concerning parks, recreation and cultural arts programs, and open space, natural resources, and trails. This written supplemental survey is a non-statistically valid survey tool. The survey will be reviewed by the staff prior to printing or uploading onto the city website. The city will be responsible for direct printing costs. The Consultant will coordinate with staff to process survey data entries and summarize the information for website updates. The staff and the Consultant will clarify the details and associated roles with processing the written surveys as part of the project scoping effort.

TASK 2.6: ADVISORY BOARD (6) + CITY COUNCIL UPDATE (1)

The Consultant will participate in up to four advisory board meetings to include (PPLAB, OSAB, RAB, YAB). Additionally, a Joint Advisory Board meeting (1) and Open Space Advisory Board meeting (1) will be scheduled to address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of the city staff. The Consultant

will prepare PowerPoint presentations and respond to questions. Additional meetings beyond what is identified will require the Consultant and staff to amend the Scope of Services as needed.

TASK 2.7: NEEDS ASSESSMENT INTERIM REPORT

The Consultant will prepare an Interim Needs Assessment Summary Report to address both the technical assessment and community engagement process. The Report will be an appendix item and as part of the project website. In a digital PDF, the summary report will identify the engagement activities, milestone dates, and key inputs. The Consultant will respond to one round of written edits by the staff.

PHASE II DURATION: ~16 WEEKS*

MEETINGS

- Ongoing Project Management Meetings (monthly up to 4) and Progress Reporting
- Staff Work Sessions (up to 2)
- Stakeholder Interviews (5)
- Focus Group Sessions (3 groups)
- PROS Long Range Plan Advisory Board Updates (4)
- City Council Update (1)
- Joint Advisory Board Update (1), Open Space Advisory Board Update (1)

DELIVERABLES

- Interim Needs Assessment Report (PDF format)
- Community Open House Event (1)
- Pop-Up Events (3)
- Statistically Valid Online Survey / Written Survey (Open House and Pop-up Events)

PHASE III: SYNTHESIS + ANALYSIS

TASK 3.8: STAFF WORK SESSION, IMPLEMENTATION STRATEGIES / RECOMMENDATIONS

The Consultant will plan and coordinate up to four Staff Work Sessions to include departmental representatives. The purpose is to review current programs and operations and synthesize focused topics and themes that consistently rise to the top of community and technical discussions. Participants will assess key topics to confirm the previous 2012 PROS Plan priorities and current community needs and desires, and affirm trends and high-priority needs, current policies and standards that should be considered as a carry forward for the current plan process. Each work session will address various phases of work and help develop preliminary recommendations, proposed capital improvements, and operational program requirements for the Plan. Topics will be identified and documented to help inform future recommendations and may include:

- Equitable access to recreational programs
- High-priority open space, resources, land acquisitions, and trail access
- Trails system mapping; existing and future improvements and connections Existing PROS facilities and future needs development
- Level of service standards for PROS facilities, properties, and trails
- Maintenance and operations procedures (revisions, updates or new maintenance plans are not included)
- Current funding programs and potential future parks, recreation facilities, trails, and open spaces funding needs
- Impacts of new/proposed land uses on neighborhood parks
- Land Acquisitions and Management Strategies (detailed land management plans are not included)
- Open Space restoration and mitigation (see Exclusions Section)
- Potential Fees and charges
- Recreation programs and services
- Golf course programs and services (detailed golf course operations and financial business plans are not included)
- Cost recovery goals for each division’s programs and services (detailed cost recovery financial plans are not included)

TASK 3.9: DRAFT PROS LONG RANGE PLAN + TRAILS MASTER PLAN

The Consultant will prepare a Draft Plan outline draft table of contents and Plan layout to be reviewed and approved by staff. The PROS Long-Range Plan and Trails Master Plan will be separate documents. To expedite the Draft Plan process, staff will forward any native digital files (InDesign, photo imagery, and any city PROS branding graphics). The Draft Plans will include acknowledgments, table of contents, list of map graphics, tables, and content that reflects key topics identified throughout the planning process.

Map exhibits will include the city boundary and immediate service area and address existing and future parks and recreation facilities, open space areas, trails and trailheads, future trails, and proposed land acquisition areas (as an example). Deliverables will be provided in digital PDF format for internal staff review. Staff will be responsible for ensuring that all Department and Division written comments are consolidated input into one written set of comments. Up to two rounds of written comments will be provided by the staff and addressed by the Consultant. The documents will be formatted to be uploaded onto the project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

Implementation Strategies/Funding Sources

The Consultant will review current and potential capital projects and funding requirements to support the Plan Update recommendations and priorities and consider current and potential revenue sources and reflect cost recovery and programming goals. This task will include considerable interaction with the staff and decision-makers regarding staffing and funding programs and how to provide a balanced approach to serve current and future community needs.

The Consultant will develop a draft Implementation Strategies Action Plan Matrix to identify key programs, plan strategies, responsible agencies, funding programs, and projected timelines of each initiative over the next ten years. The Implementation Strategies Action Plan will include internal work sessions with staff, and related working groups to define a realistic and grounded plan going forward. The Action Plan Matrix strategies and priorities will be based on PROS budget and funding resources. The delivery will be reviewed for quality control by the consulting team and provided to staff in PDF format for review. Up to two rounds of written comments will be addressed.

TASK 3.10: ADVISORY BOARD + CITY COUNCIL UPDATE

The Consultant will participate in up to four additional follow-up advisory board meetings and a follow-up Open Space Advisory Board meeting (1) to solicit input on preliminary plan recommendations and address key issues with the Long-Range Plan and Trails Master Plan. A City Council update will be scheduled during this time. Scheduled meetings and recorded meeting notes will be the responsibility of staff. The Consultant will prepare presentations and respond to questions.

TASK 3.11: PRELIMINARY-FINAL PROS LONG RANGE PLAN + TRAILS MASTER PLAN

The Consultant will refine the Draft Plan documents and address technical edits by staff. We will respond to the input from staff and prepare a separate Preliminary-Final Plan for both deliverables separately. The deliverables will include graphic maps, tables, and narrative content (Executive

Summary, Table of Contents, List of Figures and Maps, Plan Chapter content, and Appendix items). A summary of the planning and community engagement process and inputs will be provided as a separate Appendix item. The Preliminary-Final Plan deliverables will be provided in digital PDF format. Up to two rounds of written comments will be addressed prior to issuing the Final Plan(s) deliverables. Each document will be formatted to be uploaded onto the PRD project website and for print and distribution. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

PHASE III DURATION: ~28 WEEKS*

MEETINGS

- Ongoing Project Management Meetings and Progress Reporting
- Staff Work Sessions (up to 2)
- Advisory Board Updates (4) + Open Space Advisory Board Meeting (1)
- City Council Update (1)

DELIVERABLES

- Draft Long-Range Plan + Trails Master Plan (separate PDF format documents)
- Preliminary Recommendations + Implementation Strategies Action Plan (PDF format)
- Preliminary-Final Long-Range Plan + Trails Master Plan (PDF format)

PHASE IV: PLAN ADOPTION

TASK 4.12: BOARDS, COMMISSION + CITY COUNCIL PLAN ADOPTION

The Consultant will support staff as part of the Plan Approval process, including preparing presentation materials, documenting comments, and incorporating input into the Final PROS Long Range Plan and Trails Master Plan. The Consultant will attend one City Council presentation and provide project website content as required. One set of written comments from staff will be addressed. A Final PROS Long Range Plan and Trails Master Plan will be provided as a digital PDF document and one hard copy after the public hearing and approval process. The city will be responsible for uploading the draft document onto the city website and be responsible for any printing as required.

TASK 4.13: FINAL PLAN, REPORTING + CLOSE OUT

The Consultant will provide digital files for all deliverables for each project component at project completion. The final close-out will include transferring all original data files to the PRD. The final close out will occur after the completion of Phase I V below.

PHASE IV DURATION: ~12 WEEKS

MEETINGS

- Ongoing Project Management Meetings (monthly up to 3) and Progress Reporting
- City Council presentation (1)

DELIVERABLES

- Final PROS Long Range Plan (PDF format)
- Final Trails Master Plan (PDF format)

PROJECT ASSUMPTIONS

The following projects assumptions apply to the Scope of Work in full.

- The timeline for the Scope of Services is assumed as a 17-month process from Notice-to-Proceed to Final Approved PROS Longe-Range Plan and Trails Master Plan.
- The city will provide:
 - All Applicable GIS shapefiles in ESRI format.
 - Required past reports and studies, policies and procedures, and financial data.
 - Staff support for required client team meetings (staff team meeting attendees contact list, meeting scheduling and meeting room).
 - Staff support for required community engagement activities (meeting room, staff attendance, city social media announcements).
 - Any other project supportive needs not mentioned.
- Staff will provide up to 2 sets of written comments for each of the primary deliverables. Staff will coordinate internally for all divisions to respond to written comments. Written comments will be provided in a single consolidated form of communication to the Consultant.
- Written materials, graphics, and data shall be delivered in digital format consistent with the Microsoft Office and Adobe Acrobat products. The electronic format for written/ text documentation shall be Microsoft Word; graphic presentation documentation shall be Microsoft PowerPoint; and spreadsheet data shall be Microsoft Excel, in the most current versions. Mapping is to be provided in PDF and Shapefile format. Final deliverables shall be a digital PDF file to include all content, executive summaries, and appendices.
- This proposal includes basic recommendations for ecological restoration but does not include a custom ecological restoration plan.
- Report deliverables will not constitute 'formal consultation' with the U.S. Fish and Wildlife Service.
- Identification of high-priority open space land acquisitions, reclassification of existing parkland into open space and associated funding mechanisms shall be further defined to clarify the appropriate and required level of analysis.
- Identifying criteria recommendations for trail restoration for formalized trails and user defined trails shall be further defined
- The Consultant may be asked to produce additional site plans, drawings, and digital renderings as part of the Long-Range Plan and Trails Master Plan. Staff and the Consultant will clarify the number and type of illustrations and visuals that may be needed.
- Print + digital collateral includes:
 - Print Postcards 500 (5 X 7 cards w/QR Code)
 - Retractable Banners 2 – 6-ft. tall
 - Stretch Tablecloth 1
 - Press Releases up to 3
- Assume the city will provide high-quality photography as needed. If additional photography is required, the consultant can provide a fee based on the number of photos required.
- DTJ invoices at the beginning of each month based on the prior month of work effort. Payment is expected to be provided within 30 days of the invoiced amount. Actual monthly invoice amounts may vary.

EXCLUSIONS

The following items are currently not part of the proposed Scope of Services:

- Language translation services for print material.
- Artist perspective 3D Modeling, site drawings and digital renderings.
- Parks, recreation, and open space financial plans, staff programming recommendations, or market studies.
- Prairie dogs, if present, will be addressed with a recommendation memo. Management is not included.
- Noxious weed mapping. Recommendations for observed species will be provided.
- Species specific threatened or endangered species surveys or trapping will not be conducted.
- Field ecological inventory or open space management plan.
- Field run survey or subsurface utility Investigations.
- Geotechnical Investigations.
- Open space wildlife, natural resources, archaeological, and habitat inventory and site-specific management and maintenance plans.
- Resource protection plans for sites that contain archaeological, paleontological, geologic, or other special resources.
- Threatened or endangered species inventory assessment.
- Native prairie restoration plans and procedures.
- Wetland delineations, permitting and mapping.
- Seasonal or permanent closures of open space requirements and procedures.
- Criteria for trail restoration for formalized trails and user defined trails.

ADDITIONAL SERVICES (NOT INCLUDED IN THE SCOPE OF WORK)

Before any additional tasks are considered, staff and the Consultant will clarify the specific need and details to be in as a Scope of Work addendum.

Example services may include:

- Videography
The Consultant may provide project videos to inform the community of the plan process. The Consultant will create an outline of key ideas to communicate the plan purpose and visioning process to ensure residents are informed regarding parks, recreation, open space, and trails. The videos may include various outreach events and the planning process.
- Survey Data Interactive online dashboard: RRC would produce an interactive online dashboard that allows users to engage with the survey data. The dashboard would be hosted on Tableau online and could either be open to the public or for internal use only. The data can be cross tabulated by up to 5 different customized variables (for example, age, location in community, familiarity with the open space system, etc.) allowing for deeper insights and analysis. The dashboard is user-friendly and easy to understand. It highlights areas within the data that show the largest differences and allows the data to be accessible and not static.
- Print media flyers and larger format posters to advertise the community survey and Open House Events.
- Language translation services may be provided for Community Open House / Workshops and the online and mail surveys as requested.
- Additional site plans, drawings, and digital renderings beyond what is defined as part of the Plan.
- Project branding (trails open space logo, branding and style guide).
- Project Yard Signs w/metal frames.
- Branded Swag (tote bags, water bottle, stickers).
- Blog post and podcasts.
- Paid Facebook/Instagram Promotions.
- Professional photography for events.



LOUISVILLE, COLORADO | 04.09.2025

pros department long range plan + trails master plan

RESPONSE TO REQUEST FOR ADDITIONAL INFORMATION
PROJECT NUMBER 210110-540900

04.09.2025

Attn: Bryon Weber
749 Main Street
Louisville, CO 80027

RE: Response to Request for Additional Information



Hello Bryon,

Per your direction, DTJ DESIGN is providing the following Response to Request for Additional Information for the City of Louisville Parks, Recreation, and Open Space (PROS) Department Long Range Plan and Trails Master Plan.

The purpose of this update is to clarify our team and approach for the open space and trails component of the plan process. As directed by your team, we have included locally-owned **Environmental Resources Corporation (ERO)** to provide natural resources and environmental evaluation pertaining to the open space and natural resources components of the study. For 40-years, ERO has been serving communities throughout Colorado addressing complex environmental issues in communities similar to Louisville. DTJ, ERO and our other team members will collaborate with your in-house experts to conduct a comprehensive analysis, ensuring an understanding of your community's values, aspirations, and needs regarding open space, natural resources, and trail system planning in Louisville.

We understand the significance of this plan component in developing a comprehensive, long term strategy. Our approach remains focused on collaboration as a key principle to create a vision for safe, accessible, and sustainable parks, recreational spaces, and open areas that address both the immediate and future needs of the community. We are dedicated to work with your staff and community members to understand the environmental, social, and economic sensitivities required to provide an intentional and productive solution.

Our refined Exhibit A: Scope of Work outlines a thorough process to assess current and future parks, open spaces and trails infrastructure. This initial step will help identify long range needs in a comprehensive and holistic way. The next steps will focus on delivery of plan recommendations to help

guide recreational needs, and high-quality trails and amenities while protecting valuable ecosystems, open space, and natural resources in Louisville.

As previously described, DTJ will lead the project management, inventory, data analysis, and mapping for parks, recreation, golf services, open spaces, and trails. We will simultaneously implement a robust community outreach and engagement process to reaffirm the community's vision, goals, and priorities. Each team member will play an active role in ensuring meaningful participation and input from the community.

Our team is fully dedicated to deliver a comprehensive and impactful visioning process for the PROS Long Range Plan and Trails Master Plan. We are eager to demonstrate how we can effectively support your goals. Should you have any questions or need additional information, please feel free to contact us directly—we are here to be a collaborative partner to ensure the plan's success.

Sincerely,
DTJ DESIGN, Inc.


S. CHRISTOPHER MOORE
Principal + Owner
cmoore@dtjdesign.com
P: 303.443.7533


KEITH WALZAK
Director of Urban Planning + Design
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P: 303.443.7533

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DTJ DESIGN

DTJ DESIGN, Inc. (DTJ) is an award-winning international planning and design firm based in Boulder with offices in Atlanta, Austin, and Denver. With nearly 60 years of experience providing Architecture, Planning, and Landscape Architecture services, our extensive portfolio includes a balance of projects demonstrating our depth and capabilities with urban design, mixed-use places, parks, community design, and leisure destinations

across a wide range of geographies. We take a holistic approach to creating distinguished and successful projects. We are known for our contextual and culturally relevant design, creativity, and attention to detail. We are staffed by over 85 talented designers across our offices and have the capability and availability to serve the City of Louisville.

4
Offices

85+
Employees

3
Sustainable
Sites Accredited
Professionals

6
LEED Accredited
Professionals



4

WHY DTJ DESIGN?

Our firm brings national recognition combined with regional knowledge and expertise. Guided by a unique design ethos and creative vision, our approach reaches beyond what is acceptable and focuses on excellence. The key differentiators that set us apart from others include:

Authenticity. Our process is straightforward. Through defensible data, proven methods, and meaningful engagement strategies, we help extract the essence of the place in which we work. Our multidisciplinary approach gives us a deep appreciation for and understanding of each client and their needs. Our core value is to listen and learn from community members who all have a voice in the future.

Local, National + International Expertise. Our team applies critical lessons learned based on successful, planning efforts and built work. Our experience in forming vibrant cityscapes, neighborhoods and civic spaces throughout the United States and in communities of all sizes informs our work.

Full Resource Design Capabilities. We provide access to a deep bench of innovative and highly skilled planning and design resources. Each team member brings an informed understanding of urban systems, the public realm, and best practices as we explore possibilities and customizable outcomes for each client and project.

Rapid Prototyping + Compelling Visuals. We are enthusiastic collaborators and relish the information gathering process that informs community-targeted approaches. Born from the belief that homogeneity has plagued our landscape for far too long, we help communities recognize that prosperity does not equate to copying what others are doing but is found in generating pride in who they are and who they may become.



PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN

5

2. PAST SIMILIAR PROJECTS

DTJ brings decades of experience executing similar projects as the City of Louisville's Long Range Plan and Trails Master Plan. Our portfolio includes comprehensive planning and design for park systems, recreation facilities, open spaces, and trail networks, all tailored to meet the needs of diverse communities. We excel at managing multi-phase projects, integrating public engagement, and delivering strategic solutions that align with client goals.

The following DTJ projects are directly representative of the type of work envisioned for the city of Louisville:

Broomfield Open Space, Parks, Recreation, and Trails Master Plan

Budget: **\$366,705**

Breckenridge Open Space and Trails Master Plan

Budget: **\$284,100**

Our past collaborations with our trusted partners have fostered strong relationships and a seamless workflow to deliver a high quality of work. Notably, we are currently partnering with Toole Design Group on the Silverthorne Trails project and ERO on the Broomfield and Breckenridge Open Space and Trails Master Plans. Each of these projects demonstrates our team's experience with projects of similar scope and complexity.



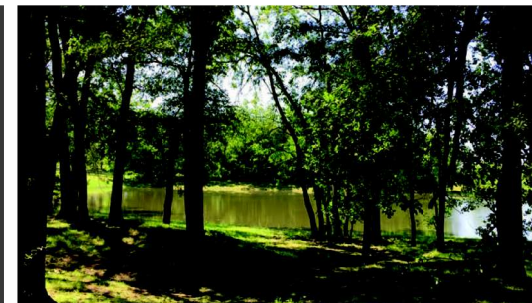
Erie PROST (Parks, Recreation, Open Space, and Trails) Strategic Plan and Performing Art Feasibility Study (ongoing)

Budget: **\$328,106**

DTJ and Ballard*King are currently collaborating on the PROST Strategic Plan for the neighboring Town of Erie. This project is significant as Erie and Louisville share the regional Coal Creek Multi-use Path system, making our experience directly relevant to Louisville's Trails Master Plan. For Erie, we are working closely with Erie's Parks and Recreation Department, Natural Resource, and Open Space teams to address critical challenges that impact the Coal Creek corridor. Our involvement demonstrates our deep understanding of regional connectivity and our commitment to creating thoughtful, interconnected plans that benefit the broader region.

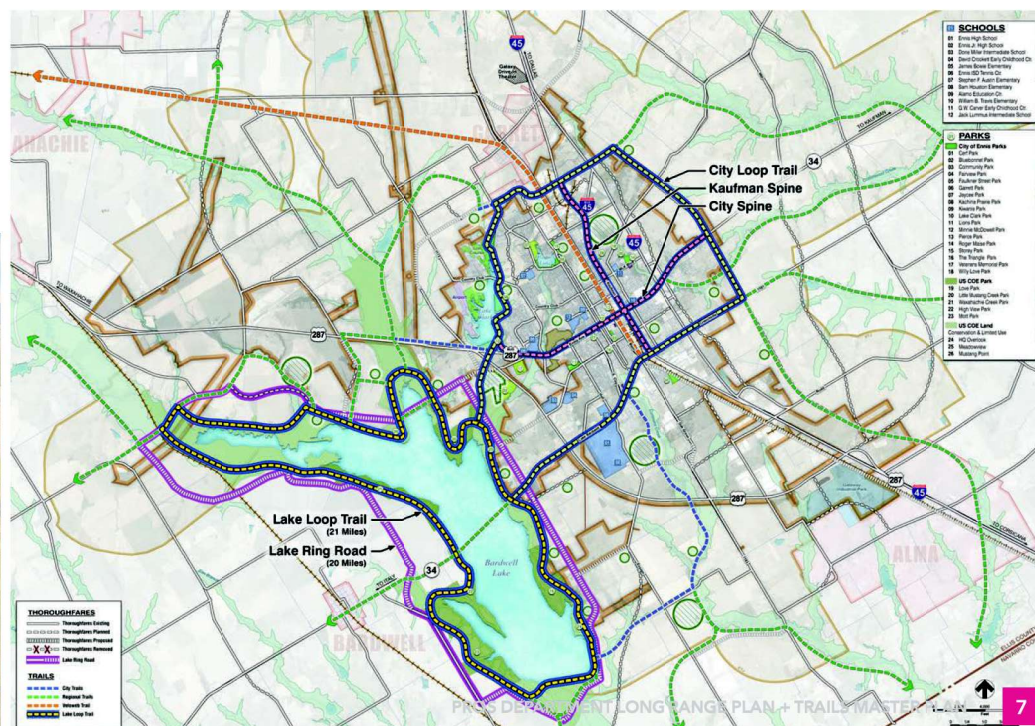
ENNIS PARKS + RECREATION MASTER PLAN

ENNIS, TEXAS | CITY OF ENNIS



The purpose of the Ennis Parks Master Plan is to achieve quality of life for all citizens with 1) access to parks and trails, 2) their enjoyment of recreation facilities, and 3) an appreciation of the natural environment.

The Plan also recognizes the city's parks as a means to bring communities together at a neighborhood level. Parks and trails are places where people meet and build relationships. Design wise, the goal is to create gathering places that also have a true sense of place.



2024 OPEN SPACE, PARKS, RECREATION, AND TRAILS



Plan

OSPRT PLAN SUMMARY MAP

LEGEND

EXISTING PARKS AND RECREATION

- Public Parks and Recreation
- Private Parks and Recreation
- School Parks
- Public Access (Private Owned Park and Recreation)

EXISTING OPEN SPACE

- Private Open Space
- Public Open Space
- Conservation Easement

EXISTING OTHER OPEN LANDS

- Other Private Open Lands
- Other Public Open Lands
- Public Access (Private Owned Other Open Lands)
- Golf Courses
- Public Commercial
- Private Commercial

FUTURE TRAIL NETWORK

- US 36 BIKENET
- REGIONAL TRAILS
- BROOMFIELD TRAIL
- LAKE URM TRAIL
- NORTHWEST PARKWAY TRAIL
- SOUTHEAST COMMUNITY LOOP TRAIL
- ALL OTHER EXISTING TRAILS

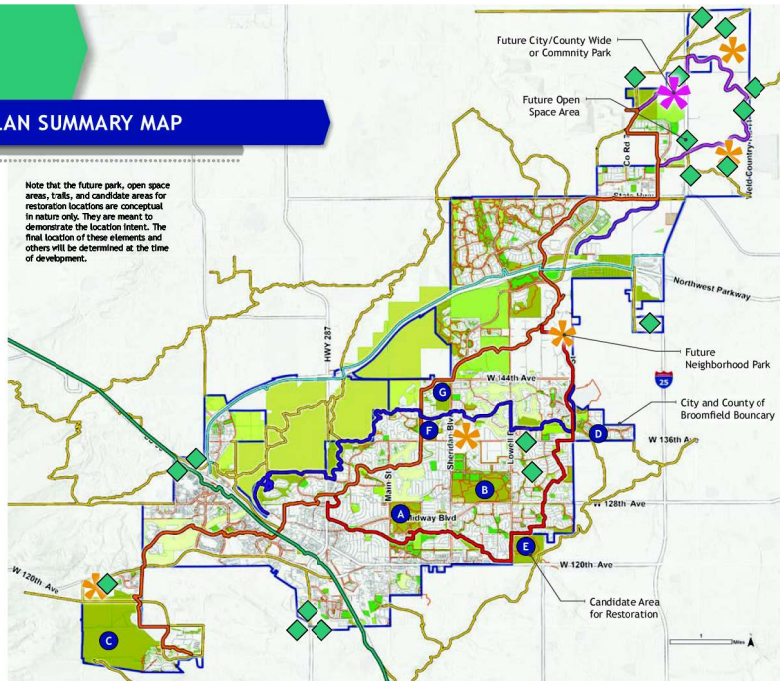
FUTURE PARK AND OPEN SPACE LOCATIONS

- Future City/County Wide Park
- Future Neighborhood Park
- Future Open Space

CANDIDATE AREAS FOR RESTORATION

- The Field Open Space
- Woodward County Commons
- Wood Creek Challenge
- Wood Creek Park
- Wood Creek Open Space
- Wood Creek Open Space

Note that the future park, open space areas, trails, and candidate areas for restoration locations are conceptual in nature only. They are meant to demonstrate the location intent. The final location of these elements and others will be determined at the time of development.



BROOMFIELD OPEN SPACE, PARKS, RECREATION + TRAILS MASTER PLAN

BROOMFIELD, COLORADO | CITY + COUNTY OF BROOMFIELD

The Open Space, Parks, Recreation and Trails (OSPRT) Plan is a 20-year policy document intended to serve as a roadmap for Broomfield staff, elected officials, advisory committees, and the community to guide decisions about open space, parks, recreation, and trails. The goal of the Plan is to ensure that Broomfield's vision of the community is carried forward into the future and promote a strong sense of unity, pride, and identity. It includes an analysis of Broomfield's current and future needs for open space, parks, recreation, and trails facilities and outlines specific implementation strategies that will assist in achieving the community's goals to acquire or additional open lands and trails, preserve natural resources, and enhance existing spaces and facilities.

On February 29, 2024, the City and County of Broomfield City Council unanimously approved the Plan.

BUDGET: \$366,705

SCHEDULE: February 2022 to February 2024

REFERENCE: Kristan Pritz, Director of Open Space + Trails, City and County of Broomfield, kpritz@broomfield.org.

40% Open Lands

- Retained 40% Open Lands
- Addressed land acquisition recommendations and implementation strategies
- Clarified Public Land Dedication (PLD) codification process

Land Acquisition Approach

- Prepared Land Acquisition Analysis
- Identified potential properties
- Prioritized based on acquisition criteria and input from stakeholders

Prioritizing High-Demand Open Space Needs

- Identified 'top twenty' open space projects
- Conducted comparative analysis
- Reviewed by Project Working Group

Project Review Criteria

- Introduced '5 Minute Walk' metric for trail access evaluation
- Considered open area, adjacent land uses, and residential density
- Compared open land area with adjacent municipalities
- Developed trail design criteria based on estimated users

Trail Wayfinding + Signage

- Completed wayfinding plan by City and County
- Referenced frequently in the final Plan
- Identified trail types and design standards for trailheads

Costs + Funding

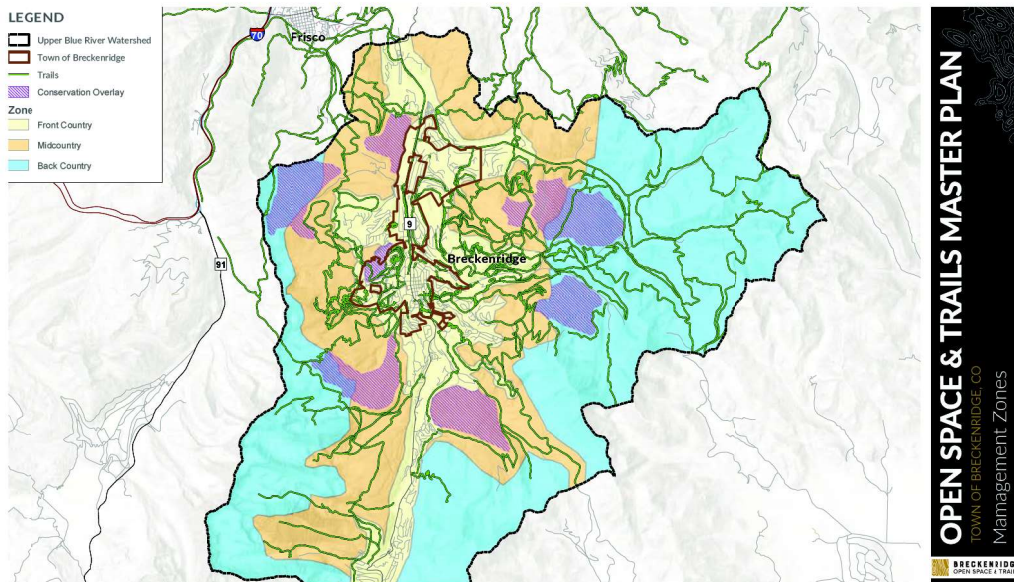
- Prepared overall cost estimate
- Identified current and future funding sources
- Based on land area, trail miles, and amenities development

DTJ recently completed the City and County of Broomfield Open Space, Parks, Recreation, and Trails (OSPRT) Plan that addresses open space and resource management, recreation, and trail access topics. On February 29, 2024, the City and County of Broomfield City Council unanimously approved the Plan. This approval represents the most recent Plan approval of any Front Range community and marks a major milestone for the residents of Broomfield.



OPEN SPACE, PARKS, RECREATION, AND TRAILS PLAN

CLICK TO VIEW: [EXECUTIVE SUMMARY](#) | [THE PLAN](#) | [APPENDICES](#)



BRECKENRIDGE OPEN SPACE + TRAILS MASTER PLAN

BRECKENRIDGE, COLORADO |
TOWN OF BRECKENRIDGE



The Plan was developed to guide the open space and trails program for the next ten years, creating a strategic framework for future decision-making on various related topics filtered through criteria of habitat sensitivity and management zone compatibility, and directed by trail and stewardship guidelines. Development used the strategic goals of conservation, recreation, access and inclusion, and stewardship to inform the process. A robust public engagement outreach included on-the-trail engagement, online surveys, public meetings, focus group meetings, podcasts, videos, and participation in local events, as well as branding and a website offering continuous updates.

SCHEDULE: May 2021 to March 2023

BUDGET: \$284,100

REFERENCE: Anne Lowe, Open Space + Trails Manager, Town of Breckenridge, anne@townofbreckenridge.com.



STRATEGIC GOALS



CONSERVATION

We value conservation as the foundation for protection of open space and natural resources.



RECREATION

We value access and the responsible use of open space for recreation that is safe, based on sustainable principles, and enhances the experience with proper etiquette and respectful behavior.



ACCESS & INCLUSION

We are committed to facilitating the inclusion of all groups of people (both residents and visitors) with access to the BOST system to enjoy recreation while learning about conservation.



STEWARDSHIP

We take pride in our approach, commitment, and diligence in the conservation and management of open space, hoping to inspire other communities with our leadership and influence, to do the same.

2022 OPEN SPACE & TRAILS MASTER PLAN

Purpose

Replace the 2009 Trails Plan and 2007 Open Space Plan with one comprehensive Plan to guide the OST program for the future.

Objective

Create a strategic framework for future decision-making about various open space and trails-related projects and topics.

Approach

Capture the importance of conservation and the philosophy of trail building, and produce a decision-making framework with a suite of tools for open space conservation and new trails.

While OST service area covers the entire Upper Blue River Watershed, there is a mosaic of public ownership. Our intent with the OST Master Plan is to manage this landscape in a boundary-less approach.

The Plan resulted in a Decision-Making Framework and four strategic goals each with their own strategic initiatives and identified opportunities and challenges.

“ ENGAGEMENT AT A GLANCE

- 31,500 Website Views
- 4,500 Unique Website Visitors
- 1,000+ Survey Responses
- 73 On-Trail Public Engagement & Conversations
- 47 Focus Group Attendees
- 7 People Interviewed

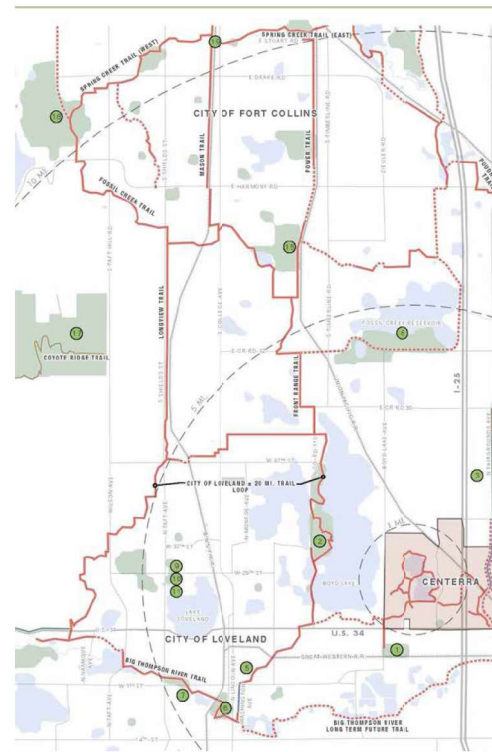
PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN

CASTLE PINES TRAIL MASTER PLAN

CASTLE PINES, COLORADO | CITY OF CASTLE PINES



DTJ is studying the existing community trails system and preparing an updated Trail Master Plan to incorporate a variety of trail connections including paved walks, bike single track, and natural trails. DTJ is also identifying locations for additional crosswalks and future underpasses, to enhance the quality and experience of the Castle Pines Community Trail System.



CENTERRA TRAILS MASTER PLAN

LOVELAND, COLORADO | MCWHINNEY

PROJECT DATA: Trails: 24 miles + Bike Lanes: 11 miles

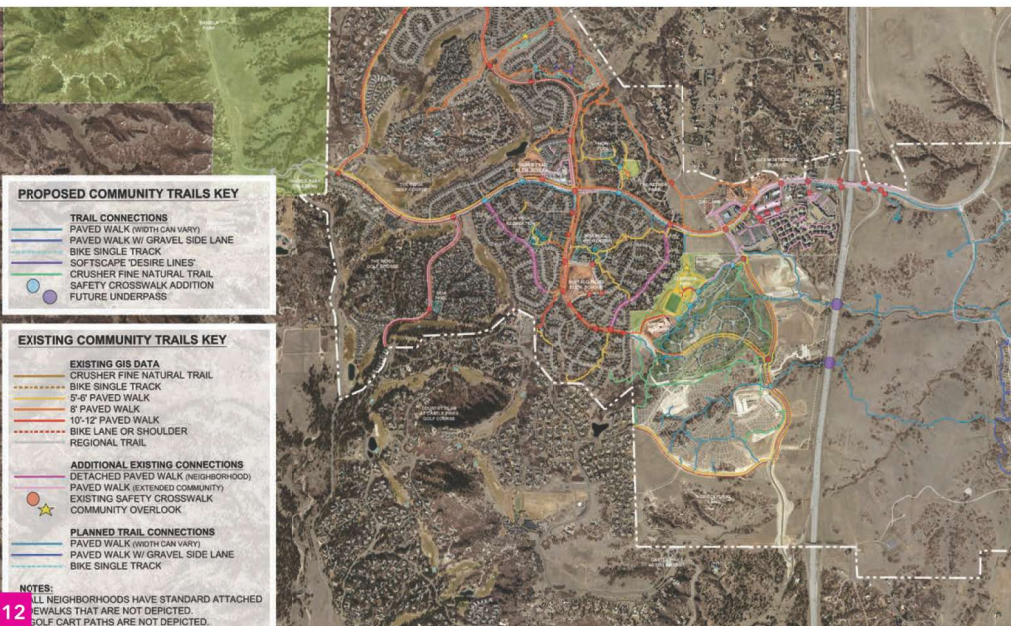
DTJ created a Trails Master Plan including a set of Trails Design Guidelines. The master plan's vision was to give expression to the identity of Centerra and promote a sense of community and healthy lifestyle by providing alternate forms of transportation.

DTJ engaged local stakeholders for the selection of trail and bike routes and interviewed relevant municipalities about the linking of major trail corridors to the larger regional network of trail. The project addressed both local and regional scale existing conditions and proposed future connections.

The Master Plan evolved into both an inventory that guides maintenance and future installations and a user-friendly graphic to be used for trail information kiosks and online maps.



PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN





THE RIDGE AT BIG ROCK PARK

CITY OF DUVALL, WASHINGTON | TOLL BROTHERS



PROJECT DATA: 2-acre park

The community park is designed to hold larger sporting events while maintaining flexibility to function for many groups. The flex lawn supports both organized events such as soccer as well as daily play for the neighborhood. Teen areas and sport courts serve to provide play for multi generational groups, and the park structure facilitates both small and large group gatherings. Frequent seating along the park walk loop creates many opportunities for social interactions while staying distanced. The park has a 100% native landscape for water saving, supporting pollinators and bird species, and to promote the regional character of the landscape.



PROJECT DATA: 95 acre community park with 20 acre detention facility

DTJ provided overall park master plan, and phase one construction documents. The design drivers were to create core gathering spaces with spectacular views, connection to regional and community trail systems, and incorporate the regional detention system into a naturalized lake setting. Program elements include trails, pavilions, fishing dock, shaded seating, baseball/softball, soccer fields, tennis courts, nature play areas, sport courts, pump track, and multi use lawn areas. Sustainable features such as blending high use areas with passive use naturalized areas, wetland plantings, tree clusters, and log snags were used to create habitat for wildlife and improve water quality.



ANTHEM COMMUNITY PARK

BROOMFIELD, COLORADO | CITY OF BROOMFIELD
+ PULTE HOMES



PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN

DACONO CITY CENTER VISION PLAN

DACONO, COLORADO | CITY OF DACONO



PROJECT DATA: 157 acres

In February 2025, the City of Dacono City Council approved the Dacono City Center Vision Plan. Transforming a 157-acre site into a new dynamic, vibrant hub, the plan blends a mixed-use downtown 'Main Street,' municipal services, civic spaces, parks, and a diverse range of mixed-income housing options. It also prioritizes community health, equity, and sustainability, creating a thriving urban environment. With a strong focus on placemaking and multi-modal connectivity, the plan incorporates engaging public spaces to encourage community interaction, foster economic resilience, and enhance the residents' quality of life.

ERO Resources Corporation

ERO has consulted on natural resource planning and permitting throughout the Intermountain West since 1981 and is a recognized leader in natural resource evaluation, open space and trail planning, and environmental impact assessment. Our staff of about 75 professionals is based in Denver, with smaller offices in Durango and Hotchkiss, Colorado. As a company, it is our mission to provide environmental services and solutions that are objective, practical, and defensible, and to conduct our services with the highest degree of integrity, quality, and professionalism.

Land and Resource Planning

ERO assists state, federal, and local governments, land trusts, and private landowners in their efforts to conserve and manage significant public land resources. Over the past 20 years, ERO has successfully completed 33 open space master and management plans, and 25 trail plans, each with an emphasis on balancing natural resource conservation with meaningful outdoor recreation.

Key Staff Bios

Bill Mangle, Natural Resource Planner/Principal (ERO), will provide oversight for ERO's role. Bill has over 23 years of experience with land management planning, conservation planning, natural resource evaluation, and trail planning throughout Colorado and the western United States. Bill has worked on dozens of public land and trail planning projects in Colorado, and specializes in developing plans and strategies that balance public enjoyment with meaningful conservation of natural resources. He brings skill in understanding the scientific, social, legal and policy dimensions of complex land management issues, and is able to reconcile competing priorities to develop reasoned and defensible plans.

Bill is currently managing the Outside 285 Regional Partnership, master plan implementation for Fishers Peak State Park, an Open Space Plan for Eagle County, and a trail and conservation plan for the Indian Creek area of Pike National Forest. Bill has an M.S. in Natural Resource Policy and Planning from the University of Michigan School of Natural Resources and Environment.

Carrie Tanner, Environmental Planner, joined ERO in 2021 and brings a background in land use and outdoor recreation planning. Carrie has three years of experience in environmental and land use planning, including rural land use and outdoor recreation planning with an emphasis on community and economic development. She is currently assisting with several natural resource and outdoor recreation planning efforts, including the Broomfield Open Space, Park, Recreation, and Trails Master Plan update and the Eagle County Open Space Plan. A solid foundation in environmental science, land use planning,

and public lands management allows Carrie to successfully balance the relationship between a community's values and new strategies for success. Areas of expertise include technical writing, editing, and community engagement.

Carrie has an M.S. in Sustainability Planning and Management from the University of Colorado Boulder.

Relevant Projects

Town of Breckenridge Open Space and Trails Master Plan

ERO assisted the Town of Breckenridge to update its Open Space and Trails Master Plan and address the many challenges and opportunities arising on the Town's trails and open spaces, and surrounding public lands. Like many communities, Breckenridge is faced with increasing land value, rising development pressures, and growing visitor use of their public lands and trails. As part of this process, ERO developed a regional habitat analysis to identify sensitive wildlife habitats, a management zoning framework to prioritize balanced habitat conservation and outdoor recreation, and recommendations for trail and infrastructure improvements. Project webpage: <https://breckost.com/>

Contact: Anne Lowe, Open Space and Trails Manager, 970-547-3155, Annel@townofbreckenridge.com

Kiowa Creek North Open Space Implementation Planning, Arapahoe County

ERO is currently working with Arapahoe County Open Spaces to implement the previous master plan for the property. ERO's role has included an updated natural resource inventory, and coordination with the County and design team to design a trail plan that meets the unique goals of the property. The proposed plan will include crusher fine multi-use nature trails, natural surface singletrack trails, equestrian trails, and an equestrian skills course. Additional efforts will include field flagging of trail alignments and trail construction support.

Contact: Raymond Winn, Arapahoe County Open Spaces, 720-874-6540, rwinn@arapahoegov.com

Eagle Vista Natural Area Management Plan

ERO is currently working with the City of Loveland to develop a management plan for the 185-acre Eagle Vista Natural Area. The natural area contains a mix of native prairie, wetland and riparian habitat, and agricultural grazing land, while also supporting a legacy nest site for golden eagle. Through the management plan process, ERO is working with the city to develop long-term strategies for limited recreational access, habitat restoration, noxious weed management, and wetland protection while also protecting the integrity of the golden eagle nest and surrounding habitat. This plan is anticipated to be completed in 2022.

Contact:
Marilyn Hilgenberg
Open Land and Trails Manager

City of Loveland
(970) 962-2443
Marilyn.hilgenberg@cityofloveland.org

Austin Bluffs Open Space Master and Management Plan, Colorado Springs

Characterized by rocky bluffs and outcrops, open meadows, and dense forest, this 600-acre open space complex provides wildlife habitat in the center of the city and a scenic backdrop to surrounding neighborhoods. Decades of unplanned recreation has resulted in an extensive web of social trails, which degrade ecological and scenic values. ERO worked with the City of Colorado Springs to develop a master plan and management recommendations for the Austin Bluffs Open Space property. The master plan focused on defining a high-quality, sustainable trail network along with strategies to close and reclaim social trails. Other resource management topics, including cultural resource protection, forest health and weed management were addressed in the plan.

Contact:

David Deitemeyer
Senior Landscape Architect/Project Manager
City of Colorado Springs Parks, Recreation and Cultural Services
719-385-6515
David.Deitemeyer@coloradosprings.gov

Brush Creek Valley Ranch and Open Space Management Plan

In 2018, ERO assisted Eagle County Open Space with the development of a long-range management plan for the newly-acquired ranch property adjacent to Eagle, Colorado. Through a comprehensive public and stakeholder engagement process, ERO helped the team develop recommendations for agricultural stewardship, wildlife habitat protection, vegetation and habitat restoration, and public trail access to the 1,540-acre property. These recommendations were documented in a comprehensive management plan. As a follow-up to the planning process, ERO assisted Eagle County with the selection of a long-term agricultural lessee for the management of the property.

This planning process and management plan was cited by local CPW officer to be the *"most progressive attempt to balance recreation and wildlife needs ahead of time"* and should serve as a *"prototype for future trail development"* (5280 Magazine, August 2019).

Contact: Phil Kirkman, Eagle County Open Space, 970 328-8701, phillip.kirkman@eaglecounty.us

BROOMFIELD ACTIVE TRANSPORTATION WAYFINDING PILOT PLAN

BROOMFIELD, CO



To help the City and County of Broomfield realize their vision for a safe, comfortable, and intuitive walking and bicycling network, Toole Design created a plan to pilot an active transportation wayfinding system across the community. Building on Broomfield's 2019 Bicycle and Pedestrian Assessment and the successful implementation of trail wayfinding along US 36, the project included engagement with the public and a diverse group of stakeholders comprising a project-chartered Wayfinding Working Group, Broomfield's Transportation Forum, and Broomfield's Open Space and Trails Advisory Committee.

An integral part of this planning effort was to identify several route alternatives for wayfinding installation that would help residents and visitors navigate Broomfield's trails and streets for both local and regional trips. Based on community input and national expertise in planning for multimodal networks, we analyzed and developed deployment plans for the highest priority routes. The deployment plans specified the location, type, and design of wayfinding signs and markings, and we also identified capital needs like trail widening, crossing upgrades, and intersection modifications.

Since completing the project, Broomfield's Community Development Department and Open Space and Trails Department have secured funding to pilot the wayfinding signs and markings along the very popular Lake Link Trail, which extends 11 miles and is primarily a paved shared-use path with some on-street side-paths through the Broadlands neighborhood.

CLIENT

City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Marc Ambrosi
Senior Transportation Planner
303.464.5827
mambrosi@broomfield.org

Sarah Grant
Transportation Manager
303.438.6385
sgrant@broomfield.org

FORT COLLINS ACTIVE MODES PLAN

FORT COLLINS, CO



Toole Design created the City of Fort Collins' Active Modes Plan, which integrates micromobility and updates and combines the 2011 Pedestrian Plan and 2014 Bicycle Plan. Toole Design worked with City staff and stakeholders to lead an inclusive and equitable engagement process; conduct technical analysis related to connectivity and user experience; and produce recommendations for infrastructure, programs, and policies. The effort included a study of eight corridors on Colorado State University's campuses, a citywide Vision Zero Action Plan, a 15-minute city analysis, and the creation of intersection design guidelines.

The development of the Active Modes Plan required thoughtful collaboration and consensus-building with City departments, the North Front Range Metropolitan Planning Organization, the Colorado Department of Transportation, and Colorado State University. Toole Design facilitated pop-up events, focus group meetings, and meetings with community organizations. The planning process focused on ensuring that the community engagement strategies are inclusive, accessible, and equitable for all Fort Collins residents.

APA Colorado recognized the project team's engagement efforts by awarding it a 2022 Community Engagement Award.

CLIENT

City of Fort Collins
Courtney Geary
Active Modes Manager
PO Box 580
Fort Collins, CO 80522
970.416.2471
cgeary@fcgov.com

COLORADO FRONT RANGE TRAIL FEASIBILITY STUDY

JEFFERSON COUNTY, CO



One day, the Colorado Front Range Trail will provide a continuous hiking and biking connection spanning from Trinidad and New Mexico to Fort Collins and Wyoming. The section through Golden is complete, overlapping with the Peaks-to-Plains Trail along the Clear Creek Trail. Jefferson County Open Space sought to determine the best alignment for a future section of the Colorado Front Range Trail from North Table Mountain to the Boulder County border.

As part of a multidisciplinary team, Toole Design developed three different route alignments, developed evaluation criteria, and scored each alignment. The evaluation criteria included access to destinations, connectivity to other active transportation facilities, trail user experience, active transportation conflicts with motor vehicles, and level of comfort. Toole Design then supported the development of a 30% concept design for the preferred alignment, offering our expertise in the design of trails, trail design, and wayfinding.

The alternatives analysis and concept design have positioned Jefferson County Open Space and its partners to seek funding for full design and construction, which will complete the critical section of the Colorado Front Range Trail between Golden and Boulder.

CLIENT

Jefferson County Open Space
Amara Meier, PE
Project Manager
700 Jefferson County Parkway
Unit #100
Golden, CO 80401
303.271.5983
ameier@co.jefferson.co.us

NATIONAL PARK SERVICE NATIONWIDE SOCIOECONOMIC MONITORING STUDY (SEM)

RRC is currently leading the 3rd year of the National Park Service's nationwide visitor research study, labeled the SEM. A first-of-its-kind project, the SEM aims to capture a representative sample of all NPS visitors across the country. With research teams stationed at 24 parks each season, the data collected is used to calculate national visitor spending, demographics, trip characteristics, and special topics such as access to parks. In 2022, over 20,000 respondents were contacted in the selected parks and information is compiled into park-specific reports found on the NPS's Integrated Resource Management Applications Portal. Like the Division's proposed Project, this continuing research with the NPS requires cross-jurisdictional collaboration with various parks to succeed, which is driven by the higher need to better understand the national NPS visitor base by Washington DC based officials.



KEEP COLORADO WILD PASS PRICING STUDY

In 2021, RRC worked with the Division to implement a large-scale study to understand the amount residents in the state would be willing to pay for a "Wild Pass" that would be added on to vehicle registrations. Surveys were distributed to Colorado residents with various pricing options to help determine price sensitivity, willingness to pay, and overall support for the additional fee. In turn, RRC used this data to develop realistic and feasible price points for the Wild Pass to help the Division meet their funding needs. The study was a major success and provided the Division with a strong direction for pass pricing, which was ultimately enacted for 2023 implementation.





LONGMONT OPEN SPACE & TRAILS CITIZEN SURVEY

In the winter of 2018, RRC conducted research for the City of Longmont on resident opinions for an open space and trails master planning process. The survey focused on collecting data on resident preferences, values, priorities, and support for open space and trails in Longmont. Three surveys were distributed to residents including a mail back invitation survey, online invitation survey, and open link. Results served a key function in directing the City of Longmont in their future planning processes of open space and trail systems.



LARIMER COUNTY "OUR LANDS, OUR FUTURE" RESIDENT STUDY (2002-2024)

Since 2002 to today, RRC has worked with Larimer County to implement and conduct their county-wide "Our Lands, Our Future" resident survey around public land conservation, sentiment towards preservation, and recreational behaviors. Using a three-pronged approach of mail-back, invitation web, and open-link web surveys, RRC conducted a comprehensive study in 2023 to answer key questions regarding Open Lands in Larimer County. Data collected provided valuable information on use of open space, frequency of use, and perceptions of value for the many elements of this complicated system of trails and parks. By collecting extensive public input from a random sampling of Larimer County's population, the Natural Resources Department gained insights into usage and future needs in natural areas and recreation, as well as their methods of funding. The overall project won two national awards:

- 2014 Project Excellence Award from the Society of Outdoor Recreation Professionals, <https://www.recpro.org/awards>
- 2014 Award of Excellence from the American Planning Association County Planning Division and its sister organization, the National Association of County Planners. <https://www.planning.org/divisions/countyplanning/awards/>

This study serves as a landmark for the study to measure resident support and willingness to fund the protection of lands across the county.



COLORADO EXPERIENCE

Ballard*King & Associates has completed over 800 feasibility studies across the United States for a variety of recreation facilities.

COLORADO PROJECTS

- Alamosa Recreation Center, Alamosa, CO*
- Aspen Recreation Center Feasibility Study, Aspen, CO
- Aurora Fieldhouse Study, Aurora, CO
- Avon Recreation Center, Avon, CO*
- Berthoud Recreation Center Feasibility Study, Berthoud, CO*
- Breckenridge Recreation Center Facility Use Assessment, Breckenridge, CO
- Brighton Senior Center Feasibility Study, Brighton, CO
- Broomfield Community Center, Broomfield, CO*
- Buchanan Park Recreation Center, Evergreen, CO*
- Buchanan Park Recreation Center Expansion Study, Evergreen, CO
- Buena Vista Event Recreation Center Feasibility Study, Buena Vista, CO
- Canon City Recreation Center Study, Canon City, CO
- Carbon Valley Recreation Center, Frederick, CO*
- Carbon Valley Recreation Center Expansion Study, Frederick, CO
- Carbondale Recreation Center Study, Carbondale, CO
- Carbondale Aquatic Center Study, Carbondale, CO
- Carla Madison Recreation Center Program Study, Denver CO*
- Castle Pines Recreation Center Study, Castle Pines, CO
- Castle Pines North Community Center Feasibility Study, Castle Pines, CO
- Castle Rock Recreation Center Expansion, Castle Rock, CO
- Colorado Springs Hockey Association Ice Rink Study, Colorado Springs, CO
- Cortez Recreation Center, Cortez, CO*
- Craig Recreation Center Feasibility Study, Craig, CO
- Craig Aquatic Center Study, Craig, CO
- Crested Butte Ice Rink Study, Crested Butte, CO
- East Castle Rock Recreation Center Study, Castle Rock, CO
- Eastern Rio Blanco Parks & Rec. Dist Recreation Center Study, Meeker, CO*



3. PROJECT APPROACH

INTRODUCTION

Community livability and well-being are central to the core mission and promise of parks and recreation agencies to their residents and society as a whole. Well-designed and thoughtfully managed parks, recreation facilities, open spaces, and trails are consistently recognized by citizens across numerous communities as top priorities. Furthermore, surveys from the National Recreation and Parks Association (NRPA) reveal that the availability of parks and recreational opportunities is a significant factor for most Americans when choosing where to live. Research also highlights that major employers increasingly recognize the importance of providing spaces that promote the health, well-being, and happiness of their employees.

A core value of your Parks and Recreation mission and purpose is understanding community needs and responding to the challenges and opportunities of today while considering the health and well-being of residents. It is crucial to recognize the value that parks and recreation have on health and well-being, the local economy, and how we interact as a society. According to the NRPA research, physical inactivity is responsible for approximately \$117 billion annually in medical costs. Research from the Rails-to-Trails Conservancy finds that public investment in trails has potential economic benefits of \$138.5 billion annually.

The City of Louisville Parks and Recreation Department (PRD) offers quality facilities and amenities while providing the high level of service that residents expect. Community input consistently supports the PRD in continuing to preserve open spaces, trails, and pathways to increase connectivity throughout the park system.

As the demographics of Louisville continue to shift, the assumptions on building and maintaining parks and recreation facilities will require new approaches. As a starting point, it is important to acknowledge

the previous work completed by the Louisville PRD. The 2012 Long Range Plan provides a baseline to how the City views parks, recreation, open space, trail facilities, programs, and services. The Plan identifies important guiding principles that, at the time, reflect the community values and priorities. After the 2013 flood, COVID-19, and the 2021 Marshall Fire, priorities may have shifted. **Our objective is to work with staff and the community to understand how best to provide equitable access, while maintaining a safe and resilient community, protecting ecosystems and community natural resources, promoting sustainable infrastructure best practices, and encouraging high performance and fiscal responsiveness.** These values are at the forefront as we begin the process to help create your new Long Range PROS Plan and Trails Master Plan.

The next steps will center on thorough and effective gathering of information, while informing and engaging community members. Our team will help guide this process and build upon your past planning efforts. We will:

- Define a new model plan responsive to future growth.
- Promote the City's image as a leader in sustainable practices.
- Create social, ecological, and financial resiliency through public health, equity, and nature.
- Protect important natural resources and urban wildlife areas in the City.
- Build upon the connections of open spaces.
- Improve community health and well-being and enhance the recreational experience.
- Strengthen community partnerships.
- Meet the need for multi-generational and multi-cultural activities and events.
- Expand the equitable distribution of programs, services, and facilities.
- Empower youth and under-served populations.

PROJECT UNDERSTANDING

The purpose of the PROS Long Range Plan and Trails Master Plan is to update the current 2012 Long Range Plan and to redefine goals, objectives, and key strategies to address community needs and desires. At its core, the PRD seeks to address organizational and operational efficiencies, program opportunities, and fiscal sustainability.

As Louisville continues to grow, and pressures continue to mount in and around the region, changing demographics will influence acceptable levels of service for new park development, recreational facilities, and land acquisitions for open space conservation and trail access. A core objective of the project is to apply Best Management Practices and standards identified by the NRPA's Commission for Accreditation of Park and Recreation Association (CAPRA) and design a plan process that engages the community.

We also acknowledge the City's intent to address the PROS Long Range Plan and Trails Master Plan processes as separate tracks. While these two plan elements have different funding mechanisms, to help minimize any potential confusion of the public and to create efficiencies, we have developed a plan process that combines key milestone tasks where feasible.

We will analyze data provided by the PRD to develop a clear set of recommendations for the City's system of parks, landmark properties, open space, trails, recreation facilities, and program development for the period of the next ten years. **We will complete the Long-Range PROS Plan and Trails Master Plan within 14 months from notice to proceed to Final Plan(s) submittal.**

COMMUNITY OUTREACH

Community outreach and engagement strategies are never the same. Each project requires an individualized approach that considers the unique circumstances of the community and agency needs as part of the planning process. Our strategy prioritizes meaningful dialogue with key stakeholders and ensures inclusivity by engaging all community members, including underrepresented and multi-generational groups, special interest groups, end users, volunteers, and elected officials. Our team will:

- Establish a unified and community-supported vision that will serve as a beacon for the decision-making process.
- Customize communications and engagement activities to unique audiences at key milestones and decision points.
- Work closely with staff to facilitate a collaborative approach to engagement that supports an anticipated process and schedule.
- Create a process that can be adapted for maximum impact as the project evolves.

DTJ applies an integrated, collaborative approach that engages each team member. All team members have a core responsibility and deliverable expectations and will contribute to community engagement events. Our team will emphasize the unique culture of Louisville to engage people, applying multiple communication channels, and blending traditional engagement with social media technology. By combining different techniques and input opportunities, we can cast a wider net, empowering a broader range of participants to get involved based on their needs and desires to engage. The list of approved outreach strategies will be refined as part of the final scope of work.

COALITION BUILDING

Coalition building among diverse groups of residents, local businesses, and end users is vitally important. Each group will live with and benefit from the recommendations of the PROS Long Range Plan and Trails Master Plan. We will encourage early and proactive engagement to help build capacity among local advocacy and organizational networks to maximize outreach and engagement. Partnering with existing and trusted community groups will help us reach a broad group of stakeholders with optimal efficiency. Throughout the plan process, we will collaborate with staff, Parks and Recreation, local foundations and non-profit groups, and the Planning Commission and City Council for a coordinated and integrated outreach approach.

MULTICULTURAL ENGAGEMENT

Louisville is home to a vibrant and diverse population, representing a wide range of interests, cultures, and backgrounds. Our research shows that in 2022, Louisville's population reached 20,900, with a median age of 41.7 and a median household income of approximately \$135,840. While 97% of residents are U.S. citizens, and 80% identify as White (non-Hispanic), the community also includes a rich mix of other ethnic groups, such as Hispanic or Latino (10%), Asian, and various multiracial and non-English speaking populations. Age cohorts are fairly evenly distributed, with households featuring a significant proportion of families. While most households speak English as their primary language, Louisville also serves residents and visitors who speak other languages. We are committed to assisting staff in addressing the needs of alternative-language communities and ensuring that the planning process reflects the diverse needs of all.

HEALTH + EQUITY

Parks and recreation departments across the country have become central players in contributing to the overall health and well-being of individuals and communities. The PRD's role as a healthy lifestyle provider is critically important to the community, and increasing marketing and promotional efforts most certainly lead to positive impacts on community health. We view parks and recreation planning through the lens of health equity and community livability by applying recognized programs developed for the NRPA and National Institutes for Health that reinforce concepts of community livability and equity and an emphasis on the newly expanded definition of health. This approach provides quantifiable metrics for health and wellbeing through an engaged community methodology.

PROGRAMMING + OPERATIONS

Meeting the growing demand for programs and services are challenges facing parks and recreation departments across the State. The PRD is no exception to this phenomenon. Past assessments have highlighted the need to expand staff to effectively manage these demands. Additionally, there is a clear call for more programming opportunities, particularly in relation to the expansion of the trails system, nature play, and a broader range of recreational offerings. Concerns about wildfire risk have also been raised. Feedback regarding special events in Downtown Louisville reflects a desire for increased opportunities for event partnerships, improvements to parking, and the exploration of alternatives beyond the core downtown area.

FISCAL SUSTAINABILITY

The economic benefits of parks, recreation, open spaces, and trails are well-documented. While residents of Louisville strongly support parks and open spaces, it is important to articulate the benefits of these assets, particularly when additional funding is required to maintain the expansion and ongoing operations of these amenities. Having a thorough understanding of community demographics, trends, levels of services, cost recovery, and economic benefits associated with each facility type are foundational to this process.

We will review current funding programs and revenue generated from existing programs, including dedicated parks open space tax, cash-in-lieu payments received in lieu of land dedication (if any), youth foundations, and other funding mechanisms, such as transfers from the general fund or capital improvements funds.

The increasing demand for parks and recreation services calls for creative solutions for financial sustainability including partnerships, sponsorships, and continued cost recovery assessment. **Ballard*King** will review programming, staffing, operations, maintenance needs, and future potential revenue sources that may be required to support current funding mechanisms.

This process will assess facility and asset conditions and create a plan for cost recovery and asset management over the next decade. We will explore potential revenue sources, consider how other Front Range cities have addressed funding, and develop a strategy to meet projected operating, maintenance, capital, and land acquisition needs. The Plan will also outline methods for pursuing strategic open space acquisitions when key properties become available.

NATURAL RESOURCES + WILDFIRE RISK ASSESSMENT

ERO is committed to the sustainable management of natural resources and the protection of property and communities through effective mitigation planning. They will help define goals and objectives in response to land stewardship, habitat conservation, and defining actionable mitigation strategies that respond to potential impacts of proposed activities.

ERO will document existing conditions and identify pertinent land use regulations and recommendations consistent with the PROS Long Range Plan. Areas of focus may include high-level natural resources and special status species assessment, identification of important habitats, wetland areas, and wildfire mitigation strategies.

ERO will meet with PRD staff to confirm the areas of study and level of analysis required for the PROS Long Range Plan. A desktop assessment of pertinent federal and state level resources will be conducted to identify key natural resource areas and known special status species that may be impacted by future parks, open space and trails projects. Existing land use and development codes will be reviewed to identify local compliance requirements.

The U.S. Fish and Wildlife Information, Planning, and Consultation [webpage](#) will be queried to identify federally listed threatened and endangered species with potential to occur on the property. This list will be supplemented with state level information on special status as identified by the Colorado Natural Heritage Program, Conservation Colorado Data Explorer, and Colorado Parks and Wildlife data.

Wildfire Risk Assessment + Mitigation

In 2021, the Marshall Fire destroyed or damaged more than 1,000 homes, dozens of commercial structures, and burned over 6,000 acres in Boulder County. In 2023, the City of Louisville conducted a Wildfire Risk Assessment to identify the level of risk and mitigation measures. Our team will meet with PRD staff to review the findings of the risk assessment and determine how the PROS Long Range Plan will include the previous findings. The risk assessment and mitigation task will include a staff level work session and best practice site design considerations, such as fire-wise landscape and building guidelines and recommendations for community outreach and education.



OPEN SPACE + TRAILS PLANNING

A comprehensive open space and trails plan is much more than an update to maps and policies; it provides clear, concrete, and actionable steps to guide the City through project design and construction. The PROS Long Range Plan and Trails Master Plan will include an analysis of sensitive open spaces, existing and proposed trails, and a detailed overview of how the plan will evolve.

DTJ, ERO and Toole Design Group will develop a series of actionable plan elements focusing on an achievable implementation plan that serve as dynamic, valuable tool for decision-making. The open space and trails components will update the trail network while respecting key open spaces. The process will prioritize projects and outline phasing for both near and long-term initiatives. It will be transparent, allowing staff and stakeholders to review and provide input. Priority projects will include key strategies, design guidance, and actionable implementation objectives.

Relying on existing data and field observations, we will identify barriers as part of our assessment for the open space and trails network. We will jointly develop a comprehensive approach and supportive policy recommendations that respond to various natural, recreational, and cultural needs of Louisville. The analysis will be used to identify:

- High priority open space resources
- Recommendations to protect and enhance open spaces
- Critical network gaps
- Improved connectivity
- Equitable access to the trails network

Developing The Network

We will apply the data and analysis to inform the development of a safe, connected, protected, and accessible trails system. Our team will inventory existing facilities as part of field visits to assess existing conditions and identify gaps, barriers, and high-value connections in the system. The information will be incorporated into working maps to develop the initial draft trails network.

Level of Service Analysis

Understanding trail capacity and needs is critical in determining the appropriate trail design. Wider, hard-surface trails provide a higher level of service and will be considered where:

- Pedestrians are anticipated to be 30% or more of the total trail users
- Higher volumes of children, seniors, or individuals with disabilities are likely to be present
- Faster bicycle speed is desired to serve regionally significant bicycle travel

Our team will apply the FHWA Shared Use Path Level of Service calculator and work with staff to incorporate other local data to help make decisions about trail designs and possible upgrades. We will apply recent experiences with communities such as the City of Austin and the City and County of Broomfield to inform a trail capacity forecasting model.

Trail Design Standards

We will evaluate all aspects of trail and trail system design and management for both recreational and transportation use, considering both passive and active activities. Our approach will focus on human health and safety, while also safeguarding natural resources and promoting economic development. We will consider design standards and guidelines that are based on the best national practices while looking at future trends and innovations that other communities are testing.

Our evaluation will look at existing state, regional, and local guidelines, along with national standards like the AASHTO Guide for the Development of Bicycle Facilities, the MUTCD, and other best guidance. **Toole Design** is the author of both the current (2012) and forthcoming versions the AASHTO Guide, among other nationally utilized design guidance documents. The new guide features an expanded section on trail-crossings that will be relevant to this project and guide our recommendations. This experience will bring the latest thinking and research to this endeavor.

Trail types will be defined and classified, along with user groups and profiles, informing both needs and management strategies for each group. We will identify trail types, accounting for the mix and volume of users, right-of-way scenarios (alongside roadways, in separate rights-of-way, near waterways or sensitive areas), and auxiliary functions like utilities and maintenance.

It is important that overarching design elements be established to ensure that the network functions seamlessly for all users. To this end, we recommend that the following principles guide the facility design:

Continuity: Transitions between specific trail sections should be seamless with no gaps. Users need to know and understand that they are on the trails network no matter where they are located.

Coherence: The network must be visually coherent to minimize the feeling of confusion. Wayfinding and design elements should be used consistently to create cohesion.

Priority: The network should be treated as a priority facility within the transportation system. The trail system should minimize conflicts between roadway users and trail users such as bicyclists, horse back riders, and pedestrians on foot.

Separation: Physical separation between trail users and adjacent roadways will provide safety and comfort. Bicycle, pedestrian, equestrian, wildlife, and vehicle conflicts at intersections and crossings should be separated where possible. Anywhere separation cannot be provided, the speed of vehicles should be controlled through geometric design changes.

Wayfinding + Identity

The successful implementation and maintenance of trail system branding, wayfinding, and signage should reflect the community's values and identity. Trail signage must align with Louisville's brand while also integrating with the regional trails system. Our team will assess the City's current branding, wayfinding, and signage program, collaborating with staff and other agencies to ensure a comprehensive, regional trail design approach. We will facilitate a series of work sessions with planning, resource, and operations teams to address wayfinding elements, operational concerns, sign installation standards, and other pertinent topics.

Maintenance and Operations Strategies

Louisville deserves a world-class trails system; to achieve this objective, the planning process requires a comprehensive understanding of the role and functionality that trail facilities play within Louisville's transportation and recreation systems as well as exemplary systems elsewhere. Local and regional trail systems have operational needs that differ from the systems and structures in place at most municipalities for maintaining streets and parks. An effective plan

strategy for management and maintenance—that identifies implementation strategies, staffing, and activity needs—is foundational to the success of the system. Our team will review national studies, management plans, and maintenance plans from cities such as the City of Austin's Urban Trails Plan, and we will work with staff to refine the following list of topics:

Maintenance topics:

- Trail surface maintenance
- Tree and brush management, including invasive species removal/restoration
- Drainage and storm channel maintenance
- Trailhead maintenance

Operations/Management topics:

- Trail stewards
- Litter control
- Graffiti control
- Educational programming
- Natural resource monitoring

Policy and Program Recommendations

Our team will develop recommendations to support and enhance the multimodal and recreational trail system based on previous research, stakeholder interviews, and consultation with staff and nonprofit organizations. The policy and program considerations will respond to a range of topics such as trail and open space interface, land stewardship, habitats and ecosystems, wildfire mitigation strategies, and trails etiquette, while balancing land acquisitions, costs and maintenance and operations.

The Trails Master Plan will incorporate maintenance considerations that influence trail design, management, public safety, user experience, financial responsibility, community partnerships, promotions, and programming for a publicly owned trails system. Each topic will be addressed with careful thought and purpose.

RRC SURVEYING

RRC will design a research program to meet the City's objectives with complete, accurate, and actionable data and analysis. For this effort, RRC anticipates two components: a statistically valid survey mailed survey and an "open link" survey that is open to all residents in and around Louisville who are users of open space and trails. Both surveys will be available in English and in Spanish (if desired).

Statistically Valid Survey

The statistically valid survey will be mailed by RRC to all residential addresses in Louisville. Respondents can complete the paper survey or submit it online via a password-protected website to ensure one survey per household. This statistically valid survey will form the foundation for a data-driven, equitable Plan that reflects community needs and desires. The printed survey will be in English, with an online version available in both English and Spanish, along with instructions for accessing the online survey in the selected language.

Benefits Of A Statistically Valid Survey

- **Credible and Reliable Data:** Ensures the data is representative of the entire community, including diverse demographics, not just vocal stakeholders or self-selected participants.
- **Identifying Community Needs and Priorities:** Accurately captures public preferences for trail enhancements, open space conservation, recreational activities, and desired amenities and highlights gaps in service and opportunities for improvement.
- **Supporting Equitable Planning:** Ensures underrepresented groups have their voices heard, while identifying barriers to access and potential disparities in usage or satisfaction
- **Facilitating Informed Decision-Making:** Provides actionable insights to help prioritize investments and allocate resources effectively, ensuring the plan aligns with community preferences. The process reduces reliance on anecdotal evidence or assumptions, leading to more strategic and justifiable decisions.
- **Establishing Accountability and Transparency:** Demonstrates a commitment to engaging the public in a fair and systematic way and builds public trust by showing decisions are guided by robust, community-driven data.

- **Strengthening Funding and Grant**

Applications: Provides quantitative evidence of community support and needs and serves as a valuable asset when applying for grants or justifying funding requests while demonstrating a clear alignment between public demand and planned investments.

- **Enabling Benchmarking and Trend Analysis:**

Allows comparisons with past surveys or future updates to track changes in community needs and satisfaction over time while providing data for measuring the success of implemented initiatives and programs.

- **Open Link Survey:** The second component is an online "open link" survey available to the public, typically launched two weeks after the invitation surveys are mailed to maximize participation. The City of Louisville will promote the survey through its communication channels (website, social media, press releases, etc.). The open link survey can also be available in Spanish. Results from both surveys will be reported separately, as only the mailed survey to a random sample is statistically valid.

Benefits To A Blended Methodology:

- Allows residents flexibility to participate in ways most convenient for them.
- Offering a variety of ways to participate leads to higher response rates.
- Comparison of resident opinions from both the invite and the open link respondents allows deeper insights from a wider variety of residents and households.
- Ensures a statistically valid sample is collected for segmentation and comparisons across geographic and demographic groups in the community.

Analysis + Deliverables

Data analysis techniques will include a comparison of varying segments within Louisville such as by demographics, neighborhood, and park usage, among others. This customizable analysis will provide staff with an array of information and segmentation for a deeper dive into the feedback from residents.

RRC will tabulate results and develop a written report describing findings and making data available in a user-friendly, PowerPoint format. The primary delivery will be a final report suitable to serve the needs of all stakeholders. The report would include a description of methodology and response rates, summary interpretation of the results with emphasis placed on graphs illustrating the major findings, comparisons of segments, and an executive summary highlighting the key takeaways. The report will include graphs summarizing statistical findings including selected cross-tabulations (to be determined by staff), the verbatim comments in response to open-ended questions, and a copy of the survey questionnaire.

Survey Project Timeline

The timing and schedule of the research is flexible. Our team can start at any time upon authorization to proceed. From start to finish, the project survey tool will take approximately 14 weeks.

SCOPE OF SERVICES

The City of Louisville Professional Services Agreement, Exhibit A Scope of Services, defines each Phase, Task, and required meeting, event and deliverables. Refer to Exhibit A: Scope of Work dates - March, 18, 2025.

The project Scope of Work includes four Phases as follows:

PHASE I: Project Initiation

PHASE II: Assessment Exploration + Ideas

PHASE III: Synthesis + Analysis + Plan Formation

PHASE IV: Plan Approval

3. PROJECT APPROACH

FEE TABLE

LINE	SERVICE ITEM	SERVICE FEE	NOTES
1	PROS Long Range Plan	\$275,500	Labor +Direct Reimbursables
2	Trails Master Plan	\$100,000	Labor +Direct Reimbursables. Budget limit: \$100,000
3	Add Services	\$0	To be determined
TOTAL		\$375,500	

COMMUNITY ENGAGEMENT

Project Management / Engagement Meetings

Meeting Type	No. Meetings	Team Participants
Project Kick-off Mtg. / Site Tour	1	All
Project Website / Survey Team Mtg.	3	DTJ / RRC / Studio 6
Project Management Mtg.	As needed	DTJ / PRD staff
Client Project Management Team Mtg.	6	As required
Staff Work Sessions (Parks, OS, Trails)	4	As required
Golf Course Management Mtg.	2	DTJ / B*K
Recreational Staff Work Session	1	B*K / DTJ
Advisory Board Updates	8	As required
Joint Advisory Board Updates	1	As required
Open Space Advisory Board Update	1	DTJ / ERO / Toole
City Council Update	1	DTJ
City Council Plan Approval Mtgs.	2	DTJ
TOTAL	30	

PROS / TRAILS MASTER PLAN COMBINED EVENTS

Event Type	No. Meetings
Community Open House Event	2
Stakeholder Interviews (3-5 individuals - 1-1.5 hrs. ea.)	5
Focus Group Sessions (7-9 individuals - 1.5 hrs. ea.)	3
Pop-up Events	3
TOTAL	13

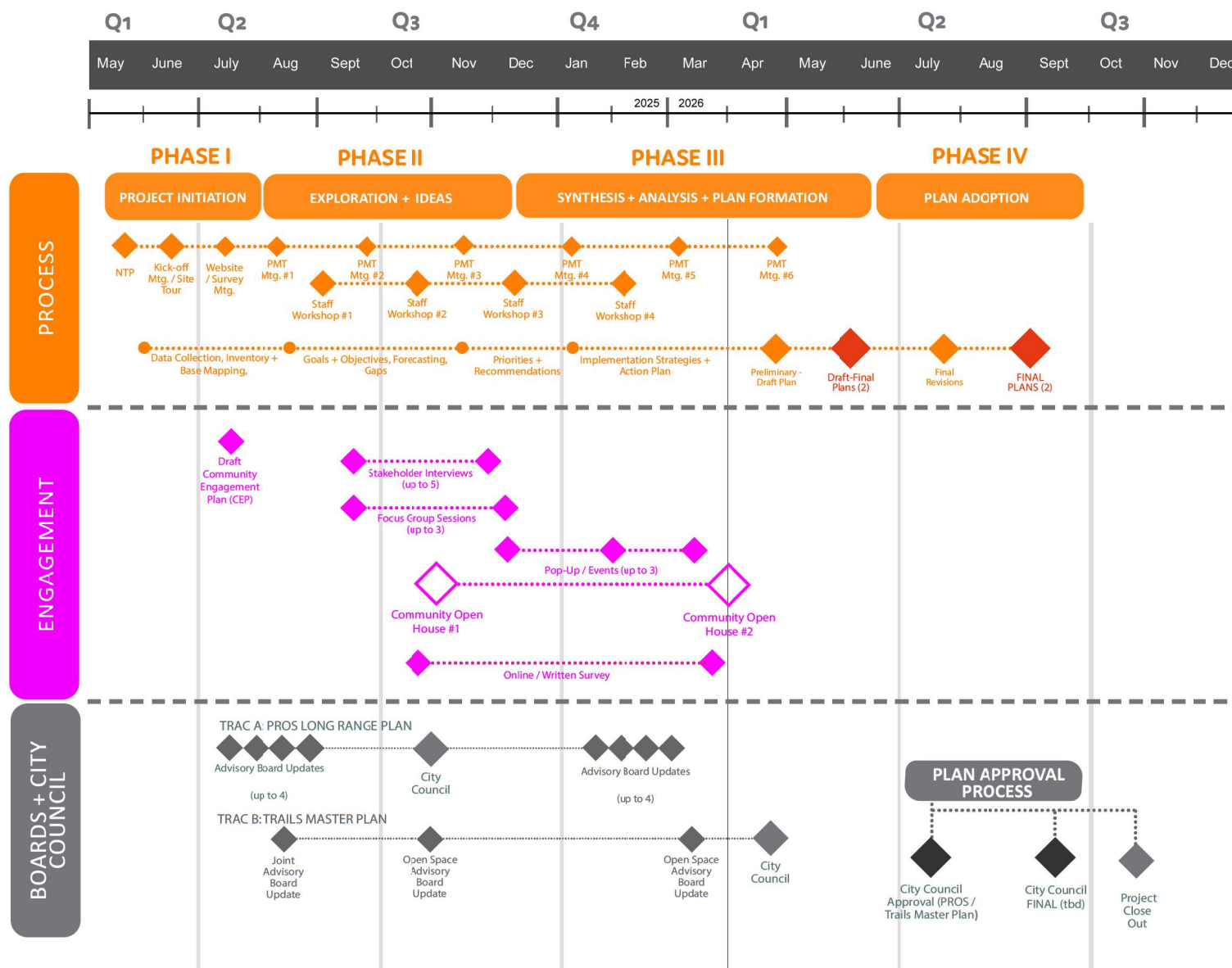
PROJECT DELIVERABLES

ITEM	No.
Draft-Final Project Work Plan (PWP) + CEP*	2
Draft Interim Needs Assessment Report	1
Draft PROS Long Range Plan**	1
Draft Trails Master Plan	1
Final PROS Long Range Plan	1
Final Trails Master Plan	1
TOTAL	7

*The PWP to be updated throughout the project and shall address Parks, Recreation / Senior Center, Open Space, Trails and Golf Services elements.

4. PROJECT TIMELINE

The Project Timeline represents a 14 month process from Notice-to-Proceed to Draft-Final PROS Plan and Trails Master Plan Submittal. The Plan Approval process may vary. The actual project start date, task durations, milestones and final plan approval shall be determined.



PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN

5. PROJECT TEAM

The DTJ DESIGN team brings the expertise and a proven track record in delivering innovative, client-focused solutions for parks, recreation, and open space projects. Our in-house team of parks planners and landscape architects are supported by a select group of subconsultants that will support us in creating a collaborative experience. Each team brings extensive knowledge in parks, sustainable design, natural resources, recreation, and trails system planning. Our proven methods and advanced statistical analysis capabilities will provide actionable insights, informing an Open Space and Trails Master Plan that aligns with the city's goals and serves its community effectively.

SUBCONSULTANTS

RRC ASSOCIATES RRC Associates, based in Boulder, Colorado, has been a trusted leader in consumer insights and community research since 1983. With a team of 19 skilled professionals from diverse disciplines, RRC specializes in providing innovative and cost-effective research tailored to the unique needs of local governments, urban districts, DMOs, and chambers of commerce. Our extensive experience includes conducting community surveys across the U.S. for recreational planning, parks and recreation needs assessments, and housing studies. For the City of Louisville, RRC's deep expertise in community surveys and local knowledge ensures a precise understanding of resident priorities.

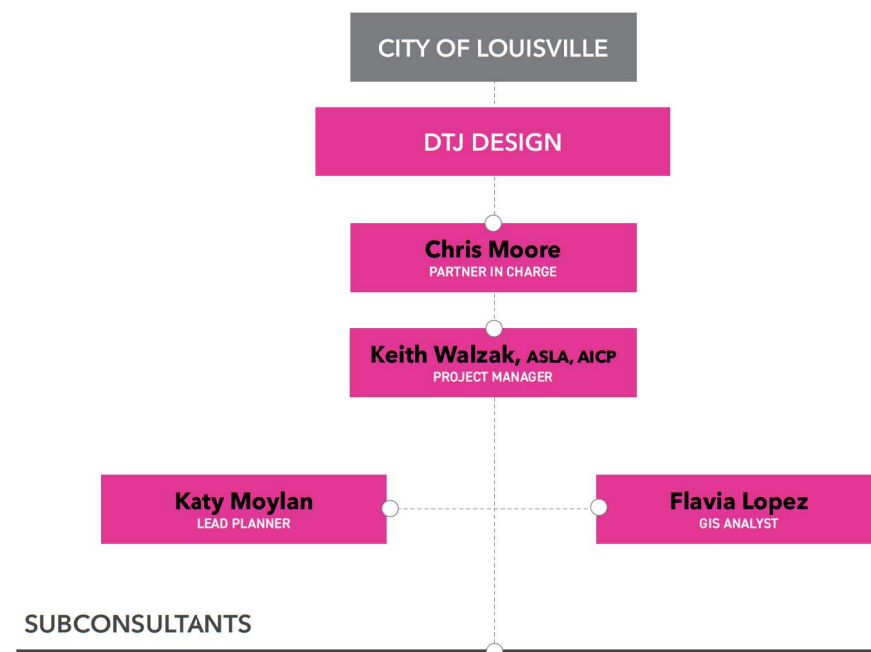
ENVIRONMENTAL RESOURCES CORPORATION (ERO) ERO brings over 40 years of expertise in environmental consulting, specializing in natural resource management, ecological restoration, and regulatory compliance. Their services include ecological assessment, cultural resource management, and environmental planning, ensuring projects align with environmental characteristics and regulations. ERO has extensive experience throughout the Rocky Mountain West, providing tailored solutions for landowners, municipalities, and agencies. Their expertise will support sustainable solutions that enhance the plan's parks, trails, and open spaces.

STUDIO SIX Studio Six is a branding agency with over 30 years of experience creating dynamic, modern identities for transit systems, municipalities, and communities. Their expertise includes logos, signage, wayfinding systems, and comprehensive campaigns that inspire behavior change, drive tourism, and boost economic development. Studio Six's innovative designs leave lasting impressions and elevate the perception of their clients.

BALLARD*KING B*K Associates, established in 1992, is a leading recreation consulting firm specializing in feasibility studies, operational audits, and master planning. The firm provides market-driven and practical solutions, offering services such as needs assessments, revenue projections, and maintenance cost estimates to support the planning, design, and operation of recreation centers and parks. For Louisville, B*K's expertise in recreation planning will support the creation of actionable, data-driven strategies for parks and recreation facilities that address community needs and operational goals.

TOOLE DESIGN GROUP Toole Design Group is a nationally recognized leader in multimodal transportation and trail system planning. With a team of planners, engineers, and landscape architects, they specialize in creating safe, accessible, and sustainable active transportation networks. Their approach emphasizes community connectivity and innovative design solutions tailored to local needs. Toole's expertise in trail system development and multimodal infrastructure will ensure a thoughtful, comprehensive approach to enhance connectivity and aligns with the plan's trail network.

ORGANIZATIONAL CHART



SUBCONSULTANTS



TEAM MATRIX

	DTJ DESIGN				Studio Six		ERO		RRC	Ballard* King		Toole Design Group	
													
Core Team/Task Lead	Chris Moore Principal in Charge	Keith Walzak Project Manager	Katy Moylan Parks, Trails, and Open Space Planner	Flavia Lopez GIS Analyst	Traci Jones Creative Director	Sheri Amass Project Manager + Marketing Strategist	Bill Mangle Natural Resource Specialist	Carrie Tanner Natural Resource Specialist	Kailyn Haskovec Research Manager	Darin Barr Recreational Facilities Specialist	Jenise Jensen Recreational Facilities Specialist	Jeff Ciabotti Trails Practice Lead	Emily Lauderdale Trails and Greenway Designer
Anticipated Participation	10%	50%	60%	40%	5%	30%	20%	25%	20%	10%	20%	10%	15%
Project Management, Administration + Progress Reporting	●	●	●			●					●		
Kick-off Meeting + Study Area Tour		●	●			●	●	●	●	●	●		●
Community Engagement Plan		●	●	●		●							
Research, Data Collection, Trends + Needs Assessment		●	●	●			●	●		●	●	●	●
Community Engagement Activities		●	●		●	●	●	●	●		●		●
Advisory Boards + City Council Updates		●	●				●	●					
Community Engagement Findings Report		●	●	●		●							
Staff Work Session, Implementation Strategies/Recommendations	●	●	●				●	●		●	●		●
Draft PROS Long Range Plan + Trail Master Plan	●	●	●	●			●	●		●	●		
Preliminary-Final PROS Long Range Plan/ Trail Master Plan		●	●	●				●					
Boards, Commission, and City Council Plan Adoption		●	●										
Final Plan, Reporting + Close Out		●	●	●									



CHRIS MOORE
PRINCIPAL + OWNER
CHIEF EXECUTIVE OFFICER
CMOORE@DTJDESIGN.COM



experience

Chris Moore, CEO, has been with DTJ since 1998, and is instrumental in the growth of DTJ's national and international design practice. He specializes in concept visioning, master planning, site specific planning and landscape architecture with a unique ability to blend architecture and landscape architecture into a complete, liveable environment. Chris is committed to designing quality public, residential, resort, and mixed-use places that are strategically positioned within the market.

Bachelor of Landscape Architecture, Ball State; Muncie, IN

awards

Merit Award - APA Colorado | *Gilpin County Comprehensive Plan*

Merit Award - ASLA Colorado | *Pronghorn*

Project of the Year Award - Sustainable Land Development | *Tallyn's Reach*

professional activities

INDUSTRY PRESENTATIONS:

- Poland Golf Conference
- Urban Land Institute
- International Building Show
- NAHB Design Institute
- 50+ Boomers and Beyond Conference
- Pacific Coast Builders Conference (PCBC)
- APA Texas Annual Conference
- Zonda Future Place
- Colorado HBA Events

INDUSTRY PUBLICATIONS:

- Sales and Marketing Ideas Magazine
- Builder/Architect Magazine



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selected projects

PUBLIC PLANNING:

- Gilpin County Comprehensive Plan | Gilpin County, CO
- Copper Canyon Downtown Master Plan | Copper Canyon, CO
- Broomfield Open Space Master Plan | Broomfield, CO
- Downtown Master Plan, Comprehensive Plan, Corridor Plan | Nacodogoches, TX

OPEN SPACE, PARKS, RECREATION + TRAILS MASTER PLANS:

- Ennis Parks Master Plan | Ennis, TX
- Summerlin Open Space, Parks, Recreation + Trails Master Plan | Las Vegas, NV
- The Hollows Open Space, Parks, Recreation + Trails Master Plan | Lake Travis, TX
- Centerra Trails Master Plan | Loveland, CO
- Haimen Riverfront Park | Haimen, China
- Tai Hu Agricultural District Recreation Master Plan | Shanghai, China

COMMUNITIES + NEIGHBORHOODS:

- Amara | Colorado Springs, CO
- Pole Canyon | Eagle Mountain, UT
- Beacon Hill | Spokane, WA
- Coral Canyon | St. George, UT
- Summerlin West | Las Vegas, NV
- Parkland Square at Bridgeland | Cypress, TX
- The Addie | Austin, TX
- The Grove | Austin, TX
- Westside Landing at Rough Hollow | Austin, TX
- Riley Park | Bend, OR
- Backcountry | Highlands Ranch, CO
- Centerra | Loveland, CO
- Tallyn's Reach | Aurora, CO
- Pabst Farms | Oconomowoc, WI
- Rural Lands West | Naples, FL
- Kalaeloa | Oahu, HI

MIXED-USED:

- Mandalay Gardens | Westminster, CO
- The Highlands at Stonegate | Douglas County, CO
- Un on | Longmont, CO
- Lohman's Square | Lakeway, TX
- Summerlin Urban Core | Las Vegas, NV
- Garland Town Center | Garland, TX
- Copper Canyon Downtown Master Plan | Copper Canyon, TX



KEITH WALZAK, AICP, ASLA
SENIOR ASSOCIATE
DIRECTOR OF URBAN DESIGN + PLANNING
KWALZAK@DTJDESIGN.COM



experience

Keith brings passion and commitment to placemaking design for every project. For over 35 years, Keith has actively engaged with public and private sector clients, agencies, and community stakeholders to help build healthy, resilient, thriving communities. Inspired by people and places, Keith strives to improve the livability of communities, focusing attention on social equity, sustainable urbanism, cultural arts, multi-modal and green infrastructure, and urban redevelopment/regeneration strategies. Keeping design at the forefront of his collaborative approach, Keith engages community members throughout the visioning and implementation process to promote community attributes and placemaking opportunities for neighborhoods, campus environments, business districts, and cities.

CO Registered Landscape Architect #652

Master of Urban Design, University of Colorado; Denver, CO

Master of Landscape Architecture, University of Arizona; Tucson, AZ

Bachelor of Science in Community Planning Policy, Land-Use + Geography, Northern Arizona University; Flagstaff, AZ

Pilot Fitwell Health Wellness Project | *The Heights District Plan*; Vancouver, WA

Washington ASLA Award | *The Heights District Plan*; Vancouver, WA

Washington APA Award | *Wilburton Commercial Area*; Bellevue, WA

professional activities

- American Institute of Certified Planners (AICP)
- American Planning Association (APA) Colorado Chapter
- American Society of Landscape Architects (ASLA) Washington + Colorado Chapters
- Urban Land Institute (ULI), Full Member
- Congress for New Urbanism (CNU), Past Member



KEITH WALZAK, AICP, ASLA
SENIOR ASSOCIATE
DIRECTOR OF URBAN DESIGN + PLANNING
KWALZAK@DTJDESIGN.COM



selected projects

COMPREHENSIVE + SPECIFIC AREA PLANS:

- Comprehensive + Downtown Plan | Nacogdoches, TX
- Comprehensive Plan | Glenwood Springs, CO
- Comprehensive Plan | Carbondale, CO
- Land Use Development Code 3D Visualizations | Boise, ID
- The Heights District Subarea + Conceptual Development Plan | Washington, WA
- Shoreline District Urban Framework + Urban Renewal District Plan | Boise, ID
- Comprehensive Plan | Durango, CO
- Tempe General Plan | Tempe, AZ

DEVELOPMENT MASTER PLANS:

- Summerlin West Urban Core Framework | Las Vegas, NV
- Urban + Farm Development Master Plan | Bozeman, MT
- Eastlake Life Science Master Plan (*Confidential*) | Seattle, WA
- Port of Vancouver Terminal 1 Concept Plan | Vancouver, WA
- Three Springs Neighborhood | Durango, CO
- Cayman | Cayman Island

TRANSIT-ORIENTED DEVELOPMENT:

- Norte-Sur Equitable TOD Strategic Plan | Tucson, AZ
- Wilburton Commercial Area Framework Plan | Bellevue, WA
- The Heights District Subarea + Conceptual Development Plan | Washington, WA
- Tacoma Downtown Neighborhood Dome District | Tacoma, WA

PARKS, RECREATION, OPEN SPACE + TRAILS:

- Broomfield Open Space Parks, Recreation + Trails Master Plan | Broomfield, CO
- Hoosier Pass Recreational Pathway Feasibility Study | Summit County, CO
- East Community Park | Boulder, CO
- Valmont Bike Park | Boulder, CO
- Elks Neighborhood Park | Boulder, CO
- ADA Accessibility Needs Assessment | Boulder, CO
- Parks + Recreation Facilities Retrofit Program, Governor's Energy Performance Grant | Boulder, CO
- Three Springs Neighborhood Parks Master Plan | Durango, CO
- Three Springs Arts + Culture Master Plan | Durango, CO



KATY MOYLAN
PROJECT COORDINATOR
KMOYLAN@DTJDESIGN.COM

experience

With over three years of experience in urban design, landscape architecture, and neighborhood planning for a variety of projects at different scales and locations, Katy has developed an extensive design portfolio. Proficient in large-scale community planning, resort visioning, and landscape design, Katy has participated in numerous stages of the design process, from initial conceptual visioning to construction documentation. Her multi-disciplinary background enables her to envision places that meet community goals while integrating seamlessly with the natural environment. Katy aims to honor and enhance each unique site and considers community input a vital aspect of the design process. She is dedicated to employing equitable and sustainable design strategies to create public spaces that are both aesthetically pleasing and functionally effective.

Bachelor of Environmental Science, University of Colorado Boulder; Boulder, CO

selected projects

RESORTS + HOSPITALITY:

- Kane Creek | Moab, UT
- Sandals Beaches St. Vincent | St. Vincent + The Grenadines
- ULUM Moab | Moab, UT
- Under Canvas North Yellowstone - Paradise Valley | Livingston, MT
- Under Canvas Acadia | Sunnyside, ME
- Under Canvas Bryce Canyon | Big Water, UT

MIXED-USE + URBAN:

- 4th Street Crossing | Silverthorne, CO
- Summerlin West | Las Vegas, NV
- Dubai Oasis Phase 2 | Dubai, UAE
- The Heights CC + Wellness Master Planning | Dubai, UAE
- Amarillo Property Master Planning | Amarillo, TX

RESIDENTIAL:

- Northpoint Workforce Housing | Hilton Head Island, SC
- 4th Street North | Silverthorne, CO
- Brush Housing Services | Brush, CO
- Firefly at Eagle Mountain | Eagle Mountain, UT
- Belle Vie | West Cairo, Egypt
- Brookfield Mesa Top | Lone Tree, CO
- RP Communities General Planning | Chattanooga, TN

CIVIC:

- Dacono City Center Vision Plan | Dacono, CO
- Avon Sub Area Plan | Avon, CO



FLAVIA LOPEZ
DESIGNER
FLOPEZ@DTJDESIGN.COM

experience

Flavia is a dedicated urban planner, with 2 years of professional experience infusing her work with a deep-seated passion for creating vibrant, resilient communities. With a strong foundation from her architecture and urban planning education, Flavia approaches placemaking with a unique blend of technical skill and creative vision. She excels in engaging with a diverse range of clients and stakeholders, including public and private sector entities and community groups.

Master of Urban Planning, Texas A&M University; College Station, TX
Bachelor of Architecture, University of Houston; Houston, TX

professional activities

selected projects

- Member of the Texas Chapter of the American Planning Association (APA)

CIVIC PLANNING:

- Parks Master Plan | Ennis, TX
- Comprehensive Plan | Nacogdoches, TX
- Comprehensive Plan | Dripping Springs, TX
- Comprehensive Plan | Caldwell, TX*

URBAN DESIGN:

- Palmilla Town Center | Corpus Christi, TX
- Downtown Master Plan | Nacogdoches, TX

*Experience prior to joining DTJ.



William J. Mangle

NATURAL RESOURCE PLANNER | PRINCIPAL



Bill has a broad background in natural resources, public land planning, trail planning, National Environmental Policy Act (NEPA) analysis, and water resource studies throughout Colorado and the intermountain West. He has a strong interdisciplinary background that balances biological sciences, trail and recreation management, resource stewardship, and stakeholder involvement. He specializes in planning that balances natural resource protection with trail and outdoor recreation opportunities. These technical and professional skills have enabled Bill to effectively coordinate and manage diverse project teams and develop creative and strategic solutions to natural resource problems.

Town of Breckenridge Open Space and Trails Master Plan | Summit County, CO

Project Manager — Conservation and stewardship lead for a comprehensive process to update the Town's open space and trails master plan. This has included development of a landscape-scale habitat sensitivity analysis, a management zone framework, strategic guidance for land conservation, trail development and management principles, and natural resource stewardship recommendations. This community-driven process was completed in mid-2022.

Brush Creek Valley Ranch and Open Space Management Plan | Eagle County, CO

Project Manager and Planning Lead — Completed a long-range management plan for the 1,540-acre property near Eagle. Through a comprehensive public engagement process, developed recommendations for agricultural stewardship, wildlife habitat protection, vegetation and habitat restoration, and public trail access. This project was recognized by Colorado Parks and Wildlife (CPW) as a "prototype" for balancing recreation and wildlife needs.

Outside 285 Master Plan | Jefferson, Park, Douglas, and Clear Creek Counties, CO

Project Manager and Lead Planner — Supported a collaborative, multi-stakeholder effort to identify long-term trail and recreation opportunities on balance with wildlife habitat conservation. Efforts have included a robust wildlife habitat analysis, facilitation of a 38-member Steering Committee, and the evaluation of proposals for recreation, trail, and habitat improvements in the region. After a successful master plan in 2021, this effort received a grant in 2022 under CPW's Regional Partnerships Initiative.

Fishers Peak State Park Master Plan | Las Animas County, CO

Environmental Planning Lead — Supported planning efforts through coordination with CPW and project partners to incorporate scientific data, extensive site reconnaissance to understand the complex dynamics of the property, habitat evaluation, and mapping to guide planning decisions, and development of a proactive trail system that balances world-class recreation and habitat conservation.

Redstone to McClure Pass Trail Environmental Assessment | Pitkin County, CO

Project Manager — Completed NEPA analysis for the proposed trail connection within the White River National Forest. This NEPA process has substantial public interest and includes a thorough analysis of potential effects on key resources including wildlife, cultural resources, recreation, and community character.

KEY STRENGTHS

- Public Land Planning
- Conservation and Recreation Planning
- NEPA Documentation
- Stakeholder Engagement

EDUCATION

2001 | M.S. Natural Resource Policy and Planning | University of Michigan

1996 | B.A. History/Political Science | Colorado College

Years with ERO: 24 | Years' Experience: 27



Carrie Tanner

STAFF ENVIRONMENTAL PLANNER



Carrie's background is in rural planning with an emphasis on community and economic development. A solid foundation in environmental science, land use planning, and public lands management allows Carrie to successfully balance the relationship between a community's values and new strategies for success. Carrie's areas of expertise include technical writing, editing, and community engagement.

Westminster Hills Open Space Conditions Assessment | Adams County, Colorado

Project Lead — The comprehensive evaluation of Westminster Hills Open Space for the City of Westminster involved assessing the conditions of trails, vegetation, wildlife, and user impacts, including a detailed examination of the area's dog park. Responsibilities encompassed project organization, report compilation, internal team coordination, and social trails mapping. Significant findings highlighted issues with off-trail travel and the presence of social trails in critical habitats, laying the groundwork for future management and sustainability efforts in the open space.

Breckenridge Open Space and Trails Master Plan | Summit County, Colorado

Project Assistant — Assisting the Town of Breckenridge with their Open Space and Trails Master Plan by identifying recreation and conservation areas for protection of additional public places. Efforts have included community engagement support, management zone mapping, and criteria analysis. This planning effort is led by DTJ Design and CivicBrand in partnership with the Town of Breckenridge.

Outside 285 Master Plan | Jefferson, Park, Douglas, and Clear Creek Counties, Colorado

Project Assistant — Assisting with a collaborative, multi-stakeholder effort to identify long-term trail and recreation opportunities balanced with wildlife habitat conservation in the US Highway 285 region southwest of Denver. Efforts have included technical editing and organizing final plan documents. This planning effort is led by a partnership of Colorado Parks and Wildlife, the US Forest Service, and the Colorado Mountain Bike Association.

Broomfield Open Space, Recreation, and Trails Master Plan | City and County of Broomfield, Colorado

Project Assistant — Efforts focused on updating the master plan to reflect contemporary environmental and recreational needs. This included revising natural resource sections, leading project coordination, and mapping efforts, writing critical sections of the master plan, and crafting a Natural Resource Challenges Memo. A significant focus was also placed on stakeholder engagement, conducting meetings with the Open Space Advisory Board to ensure community involvement and feedback were integral to sustainable planning practices.

KEY STRENGTHS

- Public Engagement
- Outdoor Recreation Planning
- Economic Development

EDUCATION

2017 | B.S. Environmental Protection | West Virginia University

2020 | M.S. Masters of the Environment-Sustainability Planning and Management | University of Colorado Boulder

CERTIFICATIONS

NWETC NEPA Certification

Years with ERO: 2 | Years' Experience: 5



Presenter

- *University of Colorado's Architecture Department (Guest Lecturer on Design)*
- *Colorado Assoc. of Transit Agencies (CASTA)*
- *National Conference on Rural Public and Intercity Bus Transportation (RIBTC)*
- *Transit Agencies of South Carolina Conference*
- *Presenter at CTAA Virtual Conference*
- *Launch Longmont*
- *Ontario Transportation Expo Speaker, Toronto, Canada*

Awards and

Published By:

- *INC. Magazine, World's Coolest Offices*
- *Corporate Identity USA*
- *Princeton Press*
- *Boulder Daily Camera*
- *Post-Typography*
- *Logo Lounge 3 & 4*
- *Silver Summit Award*
- *Denver AIGA, Silver Medal*



Traci Jones

Principal, Creative Director

Branding Specialist

Traci Jones is the Principal and Creative Director of Studio Six, a creative agency specializing in transit, city and community branding. With more than 25 years of experience developing brands for transit and place-based organizations, Traci is an expert at analyzing complex challenges and bringing entire communities to consensus on branding-related projects. These projects include transit systems, large-scale wayfinding systems and city-wide branding. Focused on helping organizations tell their story, she guides communities in developing a vision for their brand and leads the creative team to create solutions that are built on a foundation of stakeholder engagement and in-depth research. The hallmark of Studio Six is delivering strategic creative solutions authentic to each community.

Stakeholder Facilitation Expertise

After working with municipalities and civic organizations much of her career, Traci has extensive expertise in conducting stakeholder engagement and community facilitation. As a part of this process, the Studio Six team develops communication tools, surveys and materials that distill complex problems into exciting visioning opportunities. As a result of the expert facilitation, attendees leave feeling heard, valued and a part of the solution. Studio Six has designed brands for cities, large retail centers, parks and open space wayfinding programs, transit systems around the country, large high visibility advertising campaigns, etc.

Education

MFA Graphic Design, University of Arizona; BFA Graphic Design, Drake University

Project Experience

City of Louisville

Parks and city signage

The City of Dacono

Brand development, signage, photography, video, social media management, marketing collateral

The City of Trinidad

Brand development, travel magazine, city fleet, city templates

The Town of Winter Park

Transit system design, brand development, advertising campaigns, stakeholder facilitation

Salt Lake City Frequent Transit Network Launch Campaign

Strategic plan, advertising campaign, social media campaign, stakeholder facilitation

City of Boulder & Boulder County

Advertising campaigns for environmental-related projects, brand development



About Sheri

Sheri's combination of strategic oversight, attention to detail, and a results-oriented approach ensures projects are managed efficiently and deliver maximum value to clients.



Sheri Amass

Project Coordinator

Digital Marketing & Project Management Specialist

Sheri Amass is the Founder and Principal of Creative Links, a digital marketing consultancy based in Longmont, Colorado, with over 15 years of experience in project management and digital strategy. Sheri specializes in delivering creative, data-driven solutions that enhance visibility, drive lead generation, and deliver measurable results.

Project Management Expertise

As a Project Coordinator, Sheri excels in managing complex, multi-phase projects across diverse industries. She oversees all aspects of project execution, including timeline development, resource allocation, budget management, and team coordination. Sheri's strengths lie in clear communication, proactive problem-solving, and ensuring alignment with client objectives at every project stage. She has a proven track record of delivering projects on time, within budget, and to the highest standards of quality.

Digital Marketing & Strategy

Sheri's expertise includes developing and executing integrated marketing strategies that combine web, social media, mobile, email, and print. She is skilled in creating high-converting landing pages and automated marketing workflows designed to optimize ROI. Her ability to blend creativity with analytics ensures campaigns are both innovative and effective.

AI Integration & Automation

Sheri leverages AI tools to streamline operations and enhance marketing performance for clients. From workflow automation to predictive analytics, she helps businesses achieve greater efficiency and smarter decision-making.

SEO & Content Development

Sheri is experienced in implementing tailored SEO strategies that improve search engine rankings and drive organic traffic. She also develops engaging, high-value content that resonates with target audiences and boosts campaign performance.

Project Experience

Durango Business Improvement District

Website design, weekly email newsletter, and social media management

La Plata County

Website design, and marketing consultation

Durango Tourism Board

Website design, email marketing, and marketing consultation

PROS DEPARTMENT LONG RANGE PLAN + TRAILS MASTER PLAN



Kailyn Haskovec

Research Manager

ABOUT

Kailyn brings a unique perspective to the RRC Associates team with a background in state and local government, parks and recreation, transportation, and social research. Kailyn can interpret qualitative and quantitative data to provide strategic recommendations and policy direction. She has managed a variety of parks and recreation studies, community surveys, market analyses, and tourism sentiment research.

At RRC, Kailyn is the project manager for the parks and recreation research sector. She guides each stage of the process from project kick-off to questionnaire design and analysis and reporting. As a prior public servant in a parks and recreation department, she is passionate about assisting parks and recreation agencies utilize community feedback to draft strategic plans and goals.

EDUCATION

Master of Environment, Sustainable Planning and Management: University of Colorado 2018

Bachelor of Arts, Sociology & Minors in Environmental Studies and Public Policy, Planning & Management: University of Oregon 2014

PROFESSIONAL EXPERIENCE

2023 to present	Associate, RRC Associates – Boulder, CO
2021 to 2023	Research Analyst, RRC Associates – Boulder, CO
2019 to 2021	Program Coordinator, RRC Associates – Boulder, CO
2019 to 2020	Process Improvement Intern, Colorado Department of Transportation – Denver, CO
2017 to 2018	Graduate Research Assistant, National Parks Conservation Association – Boulder, CO

RELEVANT WORK EXPERIENCE

Parks, Recreation & Community Needs Assessments

Willamalane Park and Recreation District
Evergreen Park and Recreation District
Owensboro, KY
Menifee, CA
Scarborough, ME
Mebane, NC
Ada County, ID
Nampa, ID
Mesa, AZ
Deltona, FL
Brunswick, ME
Charles County, MD
Calvert County, MD
Chelan, WA
Boca Raton, FL

Tourism, Visitor, Special Event and Economic Research

Minnesota Dept. of Natural Resources
Travel Oregon
Beaver Creek Mountain Resort, CO
Visit Walla Walla, WA
Town of Vail, CO

Ski Area Market Assessments

Mt. Garibaldi, BC
The Balsams, NH
Quarry Road, ME
Saddleback, ME

Outdoor Recreation Research

Quandary Peak, CO
Jefferson County Open Space, CO
Upper Colorado Wild and Scenic Stakeholder Group, CO



Ethan Adams

Research Manager

ABOUT

Based in Kaysville, Utah, Ethan is an accomplished data analyst and social scientist with a passion for leveraging academic theory and statistical research methodology to empower leaders with valuable data-driven decision-making. Throughout his career at RRC Associates Ethan has honed his expertise in online survey design platforms and data management software, enhancing existing procedures and spearheading the development of tailored data collection methods that widen the organization's capabilities. Ethan's commitment to data accuracy and validity ensures RRC's research provides the comprehensive understanding needed to facilitate strategic, informed actions in his client's communities and organizations.

EDUCATION

Master of Arts, Applied Sociology: University of Northern Colorado 2018

Bachelor of Arts, Sociology & Minor in Psychology: University of Northern Colorado 2016

PROFESSIONAL EXPERIENCE

2023 to present	Associate, RRC Associates – Boulder, CO
2021 to 2023	Senior Data Analyst, RRC Associates – Boulder, CO
2018 to 2021	Data Analyst, RRC Associates – Boulder, CO
2017 to 2018	Social Research Associate, UNC Social Research Lab – Greeley, CO
2016 to 2018	Research Assistant, University of Northern Colorado – Greeley, CO
2014 to 2017	Asset and Profit Protection Manager, Sears Holdings – Greeley, CO

RELEVANT WORK EXPERIENCE

Parks & Recreation Needs Assessments

Bend, OR
Boca Raton, FL
Canon City, CO
Coconino County, AZ
Desert Recreation District, CA
Evergreen Park and Recreation District, CO
Fairbanks, AK
Frisco, CO
Groton, CT
Hampton, VA
Mesa, AZ
Mebane, NC
Orlando, FL
PenMet Parks, WA
Scarborough, ME
Willamalane Park and Recreation Dist., OR

Citizen/Comprehensive Plan Surveys

Grand Junction, CO
Gunnison, CO
Lafayette, CO
Meeker, CO
Vail, CO

Tourism/ Visitor Research

Aspen Skiing Company, CO
Beaver Creek Tourism and Event, CO
Breckenridge Tourism Office, CO
Golden Isles Convention & Visitors, GA
Holiday Valley, NY
Sierra-at-Tahoe, CA
Town of Vail, CO

Affordable Housing Surveys

Roaring Fork Valley, CO
Boulder, CO
San Miguel County, CO



JEFF CIABOTTI

TRAILS PRACTICE LEAD

PROFESSIONAL HIGHLIGHTS

Years of Experience: 29

Toole Design: 2012-Present

Save the Children - U.S. Programs: 2011-2012

Rails-to-Trails Conservancy: 1995-2011

EDUCATION / CERTIFICATION

Bachelor of Arts, Psychology, Rollins College: 1987

APPOINTMENTS / AFFILIATIONS

Transportation for America, Equity Caucus

Coalition for Regional Trail Initiatives, Advisor

dbTilde CORE, Inc., Board Member

Jeff is Toole Design's Trails and Greenways Practice Lead. He has spent 29 years in planning, education, and advocacy, focusing on creating healthy, sustainable communities through developing networks of trails, greenways, and connected corridors. Jeff has led numerous trail and greenway projects for a variety of cities, regional agencies, and state-level clients around the United States. He was formerly the Vice President for Trail Development at Rails-to-Trails Conservancy, and he is a nationally recognized expert on trail and greenway development who has presented numerous workshops, trainings, and keynote addresses. Jeff understands all aspects of a project's evolution, including policy development, planning, design, prioritization, funding, and management. This makes Jeff's projects successful, whether he is working on large scale regional trail system plans or detailed construction design.

SELECTED PROJECT EXPERIENCE

FHWA Trails as Resilient Infrastructure Guidebook

Jeff was the Project Manager for this groundbreaking project to develop a guidebook on trails as resilient infrastructure, focused on addressing climate resiliency and emergency response and preparedness. The guidebook includes sections on how to assess the vulnerability of trails to climate change and extreme weather; how to design, plan for, and manage and maintain trails to be resilient to climate change and extreme weather; and associated design and maintenance costs and benefits, and innovative finance strategies.

Trails Plan for Prince George's County, Prince George's County, MD

Jeff was the Project Manager for this plan, which provides an ambitious road map for completing 500 miles of trails by 2040. Toole Design's work will help the county fulfill its vision to serve all types of trail users and interests, and create a network of trails connected within the county and regionally.

Adirondack Park Economic Development Strategy and Priority Project Implementation Program, Hamilton County - Adirondack Park, NY

The major focus of this work is to develop a strategic business plan that implements the Adirondack Trail Towns Initiative. Toole Design's work includes: I) developing a strategic business plan, II) community outreach and education, III) coordination on current economic development efforts and asset mapping. Jeff led a practical and tactical approach to implementing Trail Town strategies parkwide.

Virginia Statewide Trails Plan

Jeff is the Project Manager for this project, supporting the development of a legislative report recommending instituting a new state trails office to reside within VDOT. Our team worked with agency experts and trail advocates and conducted peer state DOT best practice reviews to inform, guide and strengthen the working group recommendations.

OTHER RELEVANT EXPERIENCE

Austin Walk Bike Roll (Urban Trails Plan), Austin, TX
Frederick East Street Rail-with-Trail, Frederick, MD



EMILY LAUDERDALE, PLA

TRAILS AND GREENWAYS DESIGNER

PROFESSIONAL HIGHLIGHTS

Years of Experience: 10

Toole Design: 2022-Present

Blackhawk Hills Regional Council: 2021-2022

U.S. Forest Service: 2015-2020

Hoffman Planning, Design, & Construction: 2014-2015

EDUCATION / CERTIFICATION

Master in Landscape Architecture, University of Michigan: 2014

Bachelor of Arts, Environmental Policy and Culture, Northwestern University: 2010

Professional Landscape Architect: VT

LEED® Green Associate

Emily is a greenways and trails designer and landscape architect with experience working on trail design and planning projects. Her experience includes trail planning, design, and management, regional trails plans, recreation and sidewalk accessibility analyses, walkability studies, and partnership and public engagement. Emily uses her experience in landscape architecture and recreation to plan inclusive spaces and corridors that facilitate safe and fun transportation and recreation opportunities.

SELECTED PROJECT EXPERIENCE

FHWA Trails as Resilient Infrastructure Guidebooks

Emily was a primary content writer and planner for the FHWA guidebook on Trails as Resilient Infrastructure. The guidebook covers how trails can be planned, designed, and managed to be resilient to climate change and contribute to emergency response and preparedness. Emily played a leadership role in developing content on climate risk factors and trail management for resiliency.

Albuquerque Rail Trail Phase 3 Concept Plan, Albuquerque, NM

Emily provided project-wide support for the planned seven-mile loop trail around downtown Albuquerque. The project included alignment feasibility as well as concept development for various sections of the loop trail. Emily provided input on concept exhibits and helped synthesize materials developed for the project in a segment readiness assessment to inform project team members, city staff, and elected officials on the status of the project.

Lowell Park Wayfinding and Trail Kiosks, Dixon, IL

Emily served as the Project Manager and cartographer for the creation of four trail map kiosk panels and a wayfinding plan for a regional trail in Dixon. The trail maps and wayfinding signage will provide navigation information for trail users as well as information about trail etiquette and allowed uses. Emily has provided valuable GIS mapping skills in the development of the trail maps.

Austin Urban Trails Design Guidance, Austin, TX

Emily was a content developer for the Austin Urban Trails Design Guidance. She consolidated standards and best practices for trail design and amenities into the guidance document to provide City staff with a single-resource reference. The guidance accounted for complex considerations including separation of user types and forecasting trail capacity. Emily provided strong research and writing skills in the compilation of these standards, recommendations, and best practices.

OTHER RELEVANT EXPERIENCE

Arlington Boulevard Trail, Arlington County, VA

Tabor to Platte Rail to Trail Study, Bon Homme and Charles Mix Counties, SD

DCR Neponset River Greenway to Blue Hills, Boston Region, MA



KEN BALLARD

FOUNDING PARTNER



As a founding partner of Ballard*King & Associates, Ken has over 40 years of experience in parks and recreation services. Ballard*King & Associates was established in 1992 by Ken Ballard and Jeff King in response to the need for market driven and reality based planning for recreation agencies.

In his years of work with B*K, Ken has provided assessment and master planning consulting services to more than 75 communities across the country. Ken is well known for his vast knowledge of recreation programming, park development and operations, as well as organizational planning and parks maintenance. His expertise has been developed over the years from a wide breadth of experiences within the parks and recreation field.

From public recreation to the collegiate and university section to private recreation, Ken collaborates, listens and responds to staff, key stakeholders and decision makers. Ken's extensive knowledge in parks and recreation has resulted in successful projects in all contiguous states across the country. Ken has 40 years of experience within the recreation industry and 31 years of experience with B*K. Ken's comprehensive operational and programming background contributes to understanding the intricacies of varying agencies and organizations while meeting the needs of their constituents. Ken routinely presents and speaks to local government agencies, boards and commissions. His ability to provide meaningful analysis and feedback allows each organization to make decisions that best meet their needs.

SELECT RELEVANT EXPERIENCE

- Clear Creek Metropolitan District Master Plan, Idaho Springs, CO
- Grand Junction Parks and Recreation Master Plan, Grand Junction, CO
- Gunnison Parks and Recreation Master Plan, Gunnison, CO
- Longmont Parks and Recreation Master Plan, Longmont, CO
- North Fork Pool, Park & Recreation District Master Plan, Hotchkiss, CO
- Timnath Parks and Recreation Master Plan, Timnath, CO
- Castle Pines Parks & Recreation Master Plan, Castle Pines, CO
- Arapahoe County Open Spaces Master Plan, Arapahoe, County, CO
- Boulder Parks and Recreation Master Plan, Boulder, CO

EDUCATION

BACHELOR OF SCIENCE - RECREATION
BACHELOR OF ARTS - HISTORY
• University of Colorado

CERTIFIED PARKS & RECREATION
PROFESSIONAL

PROFESSIONAL AFFILIATIONS

Athletic Business Conference

Colorado Parks & Recreation
Association

National Recreation & Park
Association

Metropolitan State College of
Denver – Former Adjunct Faculty

EXPERTISE

MASTER PLANS

FEASIBILITY STUDIES

OPERATIONAL AUDITS

PROGRAM ASSESSMENTS

SHORT TERM MANAGEMENT
SOLUTIONS

CONTACT



Phone:
(303) 470-8661



Email:
ken@ballardking.com



Web:
www.BallardKing.com



JENISE JENSEN

ASSOCIATE



Jenise began working with Ballard*King & Associates in 2015 and brings over 30 years of experience in parks and recreation. During her time with B*K, Jenise has utilized a robust recreation background combined with data and analysis to guide clients through their projects. Her involvement with projects includes feasibility studies and operational assessments.

Prior to joining B*K, Jenise held a variety of positions with both public and private recreation agencies. She served as Assistant Director of Parks, Recreation & Art for the City of Chaska, MN; Ice Arena Manager, Recreation Center Manager and Administrative Manager for the Town of Breckenridge Recreation Department, CO; and Recreation Coordinator for the City of St. Peters, MO. In addition, she worked for private recreation facilities in Texas and Georgia and has served on a number of recreation related non-profit boards.

Jenise has experience with a variety of operational and leadership models, from subsidized recreation to enterprise models to for-profit facilities. She has experience with operations, programming, marketing and administrative practices for recreation facilities and multi-facility departments. Jenise has helped lead the approval, design, and renovation of projects in excess of \$17 million, and managed both indoor and outdoor facilities. One of Jenise's strengths is creativity and marketing, combined with the ability to create new, interesting and successful revenue-generating programs.

Jenise has spoken and presented to Town/City Councils, Citizen Advisory Boards, and recreation organizations, such as the National Recreation and Parks Association, Athletic Business, Colorado Parks and Recreation Association, and the Ice Sports Industry. She served as an Assistant Media Supervisor for the 2002 Olympic Winter Games. All of these varying roles have shaped her appreciation for the challenges of successfully navigating within a variety of leadership and organizations to reach common goals.

SELECT RELEVANT EXPERIENCE

- Upper Macungie Community Center Operations Plan and Feasibility Study, Upper Macungie Township, PA
- Pembroke Pines Master Plan, Pembroke Pines, FL
- Plymouth Aquatic Market Assessment, Plymouth, MN
- Pueblo, CO Market Analysis, Pueblo, CO
- Johnstown Market Analysis, Johnstown, CO

EDUCATION

ASSOCIATE OF ARTS

• Colorado Mountain College

CERTIFIED POOL OPERATOR

• National Swimming Pool Foundation

PROFESSIONAL AFFILIATIONS

• COLORADO PARKS & RECREATION
ASSOCIATION

• MISSOURI PARKS & RECREATION
ASSOCIATION

• NATIONAL RECREATION & PARK
ASSOCIATION

• ATHLETIC BUSINESS

• ICE SPORTS INDUSTRY

EXPERTISE

MARKET ASSESSMENTS/DATA
ANALYSIS

OPERATIONS PLANS

MARKETING

RECREATION PROGRAMMING

CONTACT



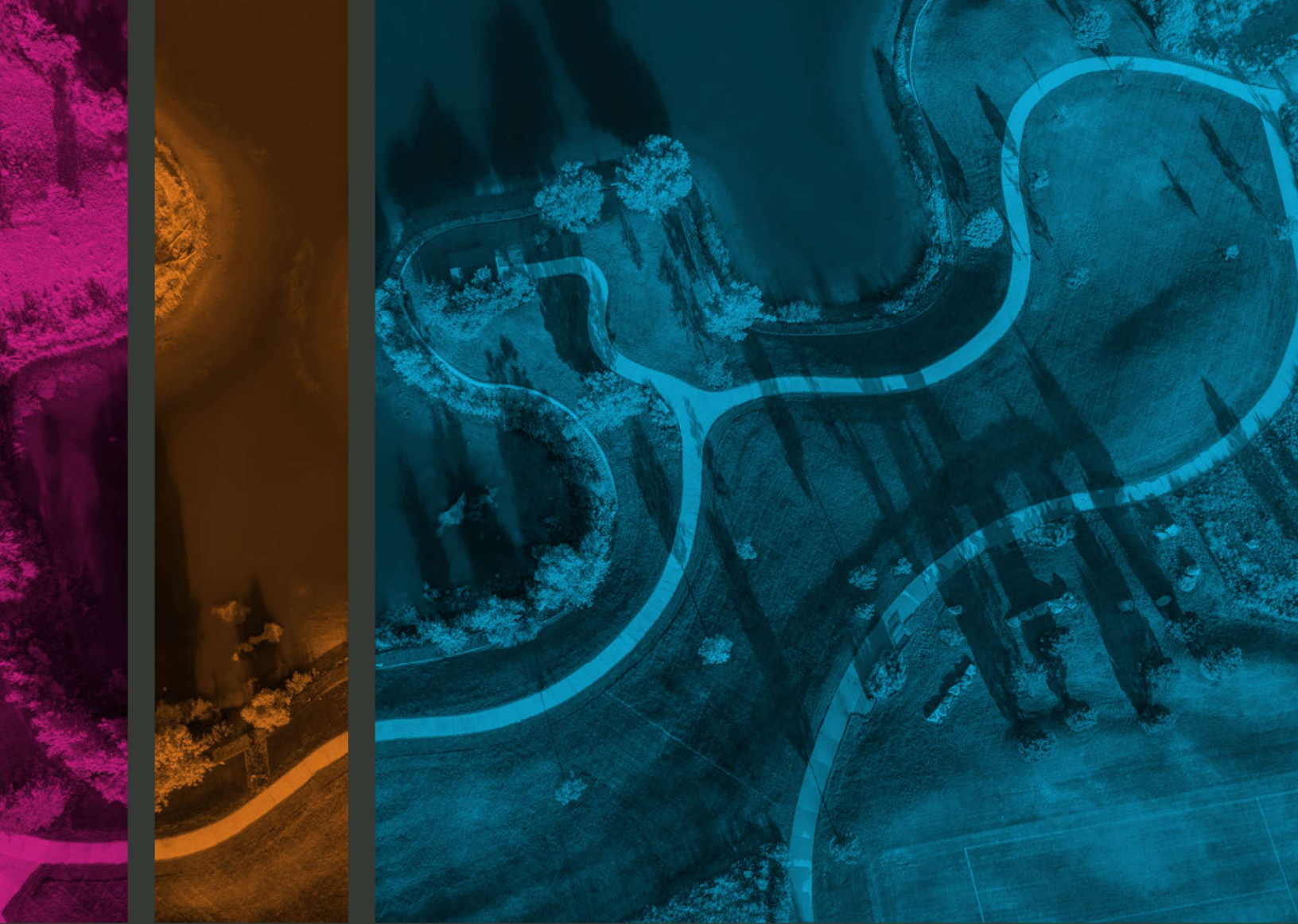
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dtjdesign.com



boulder
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austin



303.443.7533

SUBJECT: STAFF REPORT SUPPORTING AWARD OF PROS LONG-RANGE PLAN & TRAILS MASTER PLAN

DATE: MAY 6, 2025

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

STAFF REPORT:

Note: This contract award recommendation was previously submitted as part of the March 18, 2025 Council packet, where it was removed from the consent agenda for further discussion as part of the regular meeting. Per City Council's request, this resubmission now includes an updated consultant proposal and this staff report with further clarification on additional questions which arose from the previous submittal.

Staff requests Council approve a consulting contract with DTJ Design Inc. (DTJ) for the purpose of developing an updated Long-Range Plan and a Trails Master Plan, respectively, for the Parks, Recreation and Open Space (PROS) Department and its divisions – Parks, Recreation & Senior Services, Open Space and the Coal Creek Golf Course.

Both plans are vital to the success of the PROS Department, and its divisions, as they will establish guiding documents to inform resource investments and aspects of planning, operations and department management for the next decade. The previous PROS Department plan was completed in 2012 and is therefore overdue for its typical 10-year update – particularly in light of the significant events that have occurred since its completion including the 2013 flood, 2021 Marshall Fire, COVID pandemic and significant transitions in both City and Department leadership. Furthermore, as outlined in Title 4 of the Louisville Municipal Code, the Open Space Advisory Board is tasked with overseeing the adopted Trails Master Plan, however such plan has not been previously completed as a standalone resource, and this will serve as the opportunity to complete this particular planning process for the first time.

The goal of the Long-Range Plan is to complete a high-level analysis of each of the PROS division's existing facilities, amenities and services, developed parks and open space properties. This plan will be informed by robust public engagement strategies to capture the community's needs, desires and priorities for each PROS division going forward. Similarly, the Trails Master Plan will include analysis and public input specific to the City's trail system and result in prioritized needs and desires for the on-going planning, development and management of the trail network and related topics.

Enclosed in Exhibit A is a detailed statement of work which delineates the intended project approach and scope. As outlined, the consulting team will partner with staff to develop, organize and execute the overall planning process from initial research through final recommendations. Beginning with documentation and review of the Department's existing assets, the consulting team will provide a benchmarking analysis, develop and complete a statistically valid community survey and lead public input opportunities to confirm the community's needs and desires.

Further exploration and development will continue across the proposed series of up to 30 meetings, most with further public input components. This process will allow future management recommendations to be vetted, refined and incorporated into a series of written and graphic reports developed by the consulting team. While leading the City through this process is a significant deliverable in and of itself, Exhibit B includes an updated proposal from DTJ outlining team responsibilities, community engagements, deliverables and associated fee allocations for each plan component.

While the specific topics to be explored for each division will ultimately be determined by early public engagement, some subjects might be anticipated based on past discussion and known concerns. Representative topics which may arise include:

Open Space – fire mitigation, restoration of vegetation, balancing resource conservation and recreation uses such as trails

Parks - expansion of outdoor recreation amenities, including preliminary use recommendations for Cottonwood Park, Redtail Ridge and the Recreation Campus near the Louisville Police Department

Recreation & Senior Center – facility and program level of service, meeting use demands, expansion of outdoor recreation amenities

Golf Course – enhancing the guest experience, opportunities for community programming through a new clubhouse

Trails – connectivity enhancements at the local and regional levels, safe road crossings, opportunities for new corridors

Another item that will likely be identified for each division will be recommendations for future plans and studies to explore topics at a more in-depth level than can be accomplished by the Long-Range Plan and/or Trails Master Plan. Examples could include property management plans, design plans for specific park amenities or civil engineering of trail connections. As important as the topics themselves will be obtaining the collective community's values and desires for the prioritization of various elements relative to one another. Capturing and documenting priorities will be critical for developing the timeframe and level of investment in the years to come.

The planning contract is to be primarily facilitated by DTJ who will then oversee a team of five subconsultants with varied expertise. DTJ is a multi-disciplined planning, architecture, landscape architecture and urban design firm whose consulting practice

ranges from community planning, amenity design (including golf) to parks and open space.

Supporting the DTJ team will be:

- ERO Resources – local experts in the environmental and natural resources topics that will direct many aspects of both plans
- Ballard*King – specialists in recreation planning and administration
- Toole Design Group – offering technical assistance on the trails master plan
- RRC Associates – providing community research and a statistically valid survey
- Studio 6 – supporting implementation of the public outreach and community engagement essential for successful completion of both plans

Staff believe the DTJ-led team is positioned for success for multiple reasons. First, the team has documented success delivering similar full-department Parks, Recreation and Open Space plans while also completing parallel trail planning services for other Colorado communities including Breckenridge, Broomfield and Erie (on-going). Second, the assembled sub-consultant team has both local experience and knowledge on numerous critical topics including natural resource management, trail design and policy, recreation administration, public engagement and community surveying. Finally, staff have confidence that the project leadership brings the appropriate expertise and eagerness to partner with our community and pursue their diverse desires and needs throughout the process.

As further background on the history leading to this award recommendation, Staff began planning for the project by submitting a \$200,000 funding request through the City's Capital Improvements Program (CIP) for the fiscal year 2023. Given cost escalation and the broad nature of the plan, funding was increased to \$300,000 and shifted to 2024, as reflected in the 2023-2028 CIP plan incorporated in the 2023 budget. The \$300,000 was included in the 2024 budget as approved in November of 2023.

At the desire of open space and trail advocates an additional \$100,000 was requested for the purpose of completing the dedicated Trails Master Plan. This was allocated as part of a larger City-wide budget amendment approved in May of 2024. Discussions were also held regarding the inclusion of a site-specific concept plan for the Cottonwood and Lake Park properties, which has been considered for many years following the City's acquisition of a parcel formerly home to First Baptist Church that is contiguous to Cottonwood Park.

Staff hold the philosophy that planning efforts should be sequenced so that broad, big-picture topics are considered before narrowing focus to more detailed matters. Therefore, staff believe the PROS Department plan should be completed *after* higher level city plans such as the Comprehensive Plan being conducted by Community Development but *before* division level plans such as property specific site studies. As

such, staff delayed pursuit of the PROS planning efforts as the Comprehensive Plan evolved over the course of 2024. Staff are now eager to complete the Department plan so that other division level plans (such as an updated open space specific master plan) can be completed in coming fiscal years.

During 2024, while waiting for the comprehensive plan to take shape, PROS staff developed a draft Request for Proposal (RFP) through review of the 2012 PROS Plan, precedent research from other municipalities and input from division staff and Advisory Boards. Through these discussions feedback was received that the 2012 PROS plan didn't adequately represent all divisions, so the current planning approach was intentionally crafted to ensure each division will receive fair attention and deliverables. A draft RFP which included the Long-Range Plan, Trails Master Plan and Cottonwood/Lake Park Concept Plan was presented to the Open Space Advisory Board, Parks & Public Landscape Advisory Board and Recreation Advisory Board for review and feedback. Following modifications to incorporate Board input, an updated draft RFP, with an outlined funding total of \$400,000, was submitted to Council on October 15, 2024 prior to public solicitation of consulting proposals.

Following Council approval of the RFP, PROS staff began a competitive bidding process to obtain fee proposals from qualified consulting teams. The department received 8 complete proposals and developed a short-list of 4 respondent teams for formal interviews. An interview panel was assembled with a representative from each PROS Division, along with a staff member from each of the Community Development, Public Works, and City Communications Departments. Based on the panel's aggregate interview scoring staff held follow-up conversations with two finalist teams to further explore their team dynamics and engage in supplementary discussion with sub-consultants.

In particular, staff met with an environmental consultant being proposed by DTJ due to their experience on fire mitigation in open space settings. Despite this relevant expertise, staff requested DTJ move away from that consultant and instead retain ERO Resources, who staff believe hold a broader range of environmental proficiency, as proven by the open space staff's past experience working with them and ERO's success supporting DTJ on the Broomfield PROS Department's plan in recent years. Despite the strain this request placed on their professional relationships, DTJ agreed to pursue the change for the City's benefit.

With ERO on board and the overall consulting team finalized, staff then engaged in detailed scope negotiations with DTJ to refine the proposed work plan and confirm the project approach and deliverables would meet the City's needs and those of each PROS division. This included refining the fee delineation between sub-consultants to ensure appropriate team members would be engaged throughout each plan's various phases – specifically that ERO would have sufficient fee to inform discussions throughout both plans and ensure environmental and natural resource topics be at the

forefront of conversations regarding Open Space and pertinent impacts to/from other divisions. It's important to note that scope conversations resulted in the list of exclusions shown which are essential for identifying (using industry-specific terminology) planning tasks which are *not* feasible to be included in the current proposal due to their more detailed nature.

As staff worked with DTJ to refine the scope of all three requested planning processes, the Long-Range Plan warranted a higher degree of attention and associated fee allocation than what was accounted for DTJ's original proposal. The decision was therefore made to remove the Cottonwood Park / Lake Park concept plan from this award and allocate all of the available \$300,000 towards the Long-Range Plan for two primary reasons. First was ensuring that sub-consultants (particularly the community survey and natural resources experts) had a sufficient fee for involvement throughout both plans. Second was to preserve a robust public input process with multiple open houses, advisory board meetings, stakeholder and focus groups, etc. Staff believe this approach will maintain the integrity of the planning process and result in quality deliverables for each PROS division. Focusing on the Long-Range Plan also allows a portion of available funds to remain unallocated for contingency needs and/or be used for additional services such as videography and digital marketing to enhance the public engagement efforts. Note that the dedicated funding for the Trails Master Plan remains at \$100,000 as originally designated.

As result of this process, Staff recommend that Council award the combined Long-Range Plan and Trails Master Plan projects to the consulting team led by DTJ.

SCHEDULE:

Staff intend to work with the consulting team on project planning tasks beginning in the late-spring and summer of 2025, with community engagement ideally beginning in late-summer. Based on the timeline identified in Exhibit B, anticipated plan adoption would take place in 2026 following the approximate 14-18 month process.

While that may seem like a long time, given the extent of community input desired (up to 30 public meetings including multiple engagements with Advisory Boards that only meet once per month) it may prove to be an aggressive projection.

SUBJECT: BASKETBALL COURT MURAL IN COTTONWOOD PARK

DATE: MAY 6, 2025

PREPARED BY: IRIS BELENSKY, ARTS & EVENTS PROGRAM MANAGER

**PRESENTED BY: IRIS BELENSKY, ARTS & EVENTS PROGRAM MANAGER
KRISTEN BODINE, INTERIM DIRECTOR OF CULTURAL
SERVICES**

SUMMARY:

Arts & Events, with help and inspiration from Parks & Rec, has been coordinating the installation of a public art mural on the half basketball court at Cottonwood Park. Our goal was to develop a design that evoked the fun and excitement of playing sports and being active with your community outdoors. We wanted the piece to be creative, eye-catching and vibrant. Thanks to the use of professional court paint, this piece of public art can last up to 3-5 years, making it a worthy investment.

We received proposals from ten artists describing a concept/vision for the mural. With the input of the Cultural Advisory Board, Arts & Events, and Parks staff, we settled on the proposal from Liz Maher, who recently installed a mural on University Hill in Boulder. Working with our paint supplier, we refined the design. The design is open for public comment from April 24 – May 9.

With approval from City Council, we will be able to move forward with the installation of this mural. We hope to complete installation by end of June at the latest.

BACKGROUND / PRIOR DISCUSSIONS:

The idea for this project originally came from Abby McNeal, Louisville's Parks Superintendent, who had seen examples of these types of murals in other cities. She brought the idea to Arts & Events hoping that we could bring more color and creativity to Louisville's public basketball courts. The Arts & Events team then took on the research and organization of this project after that.

- **Cultural Advisory Board, 02.12.25** – Iris Belensky informed CAB of the mural project and provided a timeline for the call for entries, encouraging Board to spread the word to local artists.
- **Cultural Advisory Board, 03.12.25** – Iris Belensky shared all artist submissions with CAB and requested that Board members rank their top three preferred submissions and submit to Iris. Liz Maher's proposal was the only proposal present in every Board member's top three.

SUBJECT: BASKETBALL COURT MURAL**DATE: MAY 6, 2025****PAGE 2 OF 2**

- **City Council, 04.25.25** – Iris Belensky provided a written update to be shared with City Council as the public comment period for the final design began.

ANALYSIS:

Arts & Events would like to receive:

- Any constructive comments/edits on the design for the basketball mural
- Approval to move forward with installation of the mural

2025 COUNCIL WORK PLAN:

Arts & Events has been looking at this project through the EDI lens. The aim was to choose a piece of art that could be enjoyed by everyone who views it. Additionally, we are happy to be installing a piece of public art in Cottonwood Park because it is both a highly frequented park and is outside of the downtown Louisville area. We hope to activate more areas outside of downtown as a way of fostering additional public gathering spaces.

FISCAL IMPACT:

Budgeted?: **Yes**

This project is budgeted for in the Public Art line item (101730-530820). Including the artist fee and the required court paint, primer, and acrylic resurfacer, the total cost of this project will be \$6,800.

ALTERNATIVE(S):

If there are significant edits required for the mural design, Arts & Events will reconvene with the artist and paint supplier to develop a new/edited concept for the mural. In the case of significant edits or a whole new design, we will repeat the public comment period and revisit the design with Council at a later date.

RECOMMENDATION:

- Staff recommends approval of the mural design and moving forward with installation

ATTACHMENT(S):

1. Mural Design as of 04.18.25
2. Public Comment Informational Poster



Proposed Public Art Placement

Proposed Artwork Description: Liz Maher will install a vibrant painted mural that evokes the fun and energy of playing sports and being active with your community outdoors.



Artist: Liz Maher

Type of Artwork:

Painted Mural

Size: 42ft x 38ft

Location: Cottonwood Park

Cost: \$3,000 +
supplies paid for by
the City of Louisville

Lifespan: ~ 3-5 years

Public Comment Period: April 24 - May 9, 2025

Comments on this proposal may be made during the Louisville Cultural Advisory Board special meeting in May

- 6:30pm, Thursday, May 8, 2025
- This meeting will be held over zoom

Written comments must be received by May 9

- Include your name and address
- Email: IBelensky@louisvilleco.gov
- Mail: City of Louisville

Attn: Iris Belensky

749 Main St

Louisville CO 80027

**SUBJECT: RESOLUTION NO. 28, SERIES 2025 – A RESOLUTION
APPROVING A SERVICES CONTRACT WITH IMPACT
DEVELOPMENT FUND**

DATE: MAY 6, 2025

PREPARED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

SUMMARY:

Presented for Council approval is an agreement between the City and Impact Development Fund (IDF) for Historic Preservation Fund (HPF) revolving loan processing services (see Attachment Nos. 1 and 2 for approval resolution and contract). The contract term is for two years and will automatically renew annually unless terminated by either party with 30 days' notice.

BACKGROUND / PRIOR DISCUSSIONS:

The City first established the HPF revolving loan program in 2014 by Resolution No. 4, Series 2014 and made minor amendments to the program in 2016 by Resolution No. 21, Series 2016 (Attachment Nos. 3 and 4 respectively). In 2019, the City updated all of its funding programs through Resolution No. 17, Series 2019 (Attachment No. 5). The program allows owners of properties with a local landmark designation to take out low-interest loans for qualifying preservation and restoration work on historic structures.

In 2016, following a competitive bid process, the City selected Funding Partners for Housing Solutions, Inc. to serve as the loan processor for the City. Funding Partners for Housing Solutions, Inc. has since changed its name to Impact Development Fund (IDF). The 2016 agreement (Attachment No. 6) has now expired, necessitating approval of a new agreement for loan processing services.

The services provided by IDF include processing the loan application and providing the City with loan approval documentation, collecting loan payments, and remitting those payments to the City. The service fees are listed in Exhibit B to the agreement. There is an origination fee for the loan paid by the applicant and an annual servicing fee paid by the City. The current contract's annual servicing fee is \$2,500 or 1% of the loan portfolio.

ANALYSIS:

Staff is seeking Council's approval of the proposed loan servicing agreement with IDF. This will provide continuity for the City's current HPF revolving loan program. The City has two outstanding loans with approximately \$150k of outstanding balance. Under the current contract, the annual servicing fee is approximately \$1,500. The proposed contract includes an annual fee based on the following schedule:

Servicing Fee Schedule**Monthly and Deferred Payment Loans**

Number of Loan Files:	Effective 02/01/2025
1-5	\$1,000/year
6-10	\$2,000/year
11-20	\$3,000/year
21-30	\$4,000/year
31-45	\$5,000/year
46-60	\$6,000/year
Over 61	Call for Pricing

Escrowed First Mortgage Loans

Number of Loan Files:	Effective 02/01/2025
Up to 15	\$3,500/year
16+	\$17/file/month

Credit Reporting

Number of Loan Files:	Effective 02/01/2025
1-5	\$500/year
6 +	\$900/year

2025 COUNCIL WORK PLAN:

Approval of the contract with IDF for loan processing services does not directly relate to the City Council's 2025 Work Plan. However, preserving and restoring historic structures does contribute to the City's overall safety and economic vitality by providing vibrant neighborhoods.

FISCAL IMPACT:**Budgeted?: Yes**

Fees are paid through the Historic Preservation Fund, which currently has a fund balance of \$3.8M.

ALTERNATIVE(S):

An alternative to approving the contract for HPF loan processing service with IDF is to issue a Request for Proposals for loan processing services and bringing back a contract with the preferred vendor.

RECOMMENDATION:

Staff recommends approval of the contract for HPF loan processing services with IDF. This will provide continuity of our current loans and loan program.

SUBJECT: RESOLUTION NO. 28, SERIES 2025

DATE: MAY 6, 2025

PAGE 3 OF 3

ATTACHMENT(S):

1. Resolution 28, Series 2025
2. Proposed Contract with IDF
3. Resolution No. 4, Series 2014
4. Resolution No. 21, Series 2016
5. Resolution No. 17, Series 2019
6. Current Contract with IDF

**RESOLUTION NO. 28
SERIES 2025**

**A RESOLUTION APPROVING A SERVICES CONTRACT WITH IMPACT
DEVELOPMENT FUND**

WHEREAS, a Services Contract has been proposed between the City and Impact Development Fund to provide licensed mortgage loan originator services to the City for its Historic Preservation Revolving Loan Program; and

WHEREAS, by this resolution the City Council desires to approve the Services Contract.

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

Section 1. The City Council hereby approves the Services Contract with Impact Development Fund, in essentially the same form as the copy of such Services Contract that accompanies this resolution.

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

PASSED AND ADOPTED this 6th day of May, 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

SERVICES CONTRACT

This Services Contract (**Contract**) is dated as of May 6, 2025, between **the City of Louisville, Colorado**, a municipal corporation (**City**) with an address at: 749 Main Street, Louisville, Colorado 80027 and **Impact Development Fund (Contractor)**, a Colorado non-profit corporation with an address at: 200 East 7th Street, Suite 412, Loveland, Colorado 80203; each, "Party", and collectively "Parties". This Contract shall be effective as of the date executed by all Parties (Effective Date).

I. Contract Purpose and Term.

- A. Contractor was previously selected, through a competitive proposal process, to provide licensed mortgage loan originator services to the City for its Historic Preservation Revolving Loan Program (Program). Contractor has been providing such services to the City since 2016, and the Parties desire to enter into a new contract for services to continue their formal contractual relationship to implement the Program, which entails the extension of credit to individuals or legal entities.

II. Service Provisions.

- A. Services. The Contractor will perform those duties set forth in each Scope of Work attached as Exhibit A and incorporated herein by reference (Services). Services may include necessary loan application processing functions under one or more distinct programs offered through the City or City-controlled enterprise unit(s) (Distinct Programs). Additional Scopes of Work may be added under this Contract at any time upon mutual agreement of the Parties, in writing and signed by both Parties. Contractor represents it has the authority, capacity, experience, and expertise to perform all Services in compliance with the provisions of this Contract and all applicable law, regulation, or executive order. The City reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. The City reserves the right to use other resources to perform certain Services at the City's discretion and upon written notice to Contractor. Nothing in this Contract obligates the City to a minimum or maximum level of activity upon which the Contractor may rely. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail. Without limiting the foregoing, Contractor will perform and conduct, in a satisfactory and proper manner, the Services in compliance with the Program Criteria, set forth as Exhibit D, and the Contractor Loan Servicing Policies and Procedures, set forth in Exhibit E, and all applicable laws.
- B. Price. The City shall pay the Contractor, based on the service rates listed on the Residential Fee Schedule, Exhibit B. The City previously paid the Contractor, upon full execution of the previous Contract, a one-time set up fee for the Program. If additional programs are sought, the City shall pay a one-time set up fee, as described in Exhibit B to initiate all necessary activity, legal review, and implementation requirements specified or implied within each respective Program. Additional consideration for each Program may be itemized under Exhibit B. Such consideration does not supersede initial implementation costs to the City. The City shall make payment within thirty (30) days of receipt and approval of any subsequent invoices, which shall identify the specific Services performed for which payment is authorized.
- C. Term. The term of this Contract shall begin on the Effective Date and continue for a period of two (2) years through and including May 5, 2027 (Initial Term). After the Initial Term, this Contract shall automatically renew for additional one-year terms on May 5 of each calendar year so long as IDF continues to provide the Services, unless the City notifies the Contractor at least thirty (30) days before the end of the then- current term that the City does not wish to renew the Contract.
- D. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation of funds sufficient and intended therefore by the Louisville City Council. The City shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.
- E. Independent Contractor. The Parties agree the Contractor is an independent contractor and is not an employee of the City. All personnel assigned by the Contractor to perform Services under the terms of this Contract shall be, and remain at all times, employees or agents of the Contractor for all purposes. Contractor will make no representation it is a City employee for any purpose. As an independent contractor, the Contractor is not entitled to any workers' compensation benefits or unemployment benefits from the City. **CONTRACTOR WILL**

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

III. General Provisions.

- A.** City Code of Ethics. Contractor acknowledges the City's Code of Ethics identifies independent contractors who perform official actions on behalf of the City, which involve the use of discretionary authority, will not receive any gifts seeking to influence their official actions on behalf of the City, and 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.
- B.** Compliance with Applicable Laws/Nondiscrimination.
1. The Contractor will comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City including, without limitation, laws applicable to discrimination and unfair employment practices and to the origination of mortgage loans and other credit and lending activities. Contractor will provide all services hereunder in a manner consistent with all laws and requirements pertaining to civil rights, nondiscrimination and constitutionally protected classes and rights, applicable to the provision of municipal services to members of the public. The Contractor will solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.
- C.** Confidentiality. The Contractor hereby acknowledges and agrees to adhere to the Confidentiality policies and procedures outlined by the City in Exhibit C.
- D.** Delegation. Contractor reserves the right to delegate all of its obligations, requirements, and performance standards for each Program covered by this Contract to one of its wholly-owned subsidiaries or a new wholly-owned subsidiary created. The delegation to a subsidiary entity will be determined by Contractor at the time of Program implementation and is determined by the type of City program, the program audience, and services and duties provided by Contractor. Contractor will provide written notice of any delegation to the City and outline the Contractor's subsidiary entity's work to be done toward the Scope of Services for each respective Program in Exhibit A. The term "Contractor" as used herein refers to Contractor or its designated subsidiary, as appropriate. The Contractor will not assign this Contract to any entity to which it holds less than a one hundred percent (100%) controlling interest without the City's prior written consent.
- E.** Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.
- F.** Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible; the disclosure of any confidential information not permitted by this Contract; or the misrepresentation or breach of any of Contractor's representations, warranties, or covenants contained in this Contract. The Contractor will investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor will 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 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. The Contractor's indemnification obligation will not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

- G.** Inspection and Audit. The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- H.** Insurance Requirements.
1. Policies. The Contractor and its subcontractors, if any, will procure and keep in force during the duration of this Contract the following insurance policies and will provide the City with a certificate of insurance evidencing upon execution of this Contract:
 - (i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.
 - (ii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least one million dollars (\$1,000,000) per claim and annual aggregate.
 - (iii) Workers' compensation insurance and all other insurance required by any applicable law.
 2. Requirements. Required insurance policies will not be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. The Contractor coverage is "occurrence". Comprehensive general policy will be for the mutual and joint benefit and protection of the Contractor. The Contractor's general liability insurance shall be endorsed to include the City as additional insured. Such policies will provide the City, although named as an additional insured, be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies will be written as primary policies not contributing to and not in excess of coverage the City may carry.
- I.** Marketing and Advertisement. Any and all Program descriptions, including print, broadcast or electronic media, intended to promote the availability of financial services must be submitted to Contractor for final approval prior to release. Contractor reserves the right to amend or supplement such descriptions as necessary, in its opinion, to maintain compliance with federal and state regulation.
- J.** Miscellaneous. This Contract contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Boulder, State of Colorado.
- K.** Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered, emailed with proof of receipt, sent by overnight commercial courier, or three (3) days after being sent by certified mail, return receipt requested:

City: Rob Zuccaro
Community Development Director
City of Louisville
749 Main Street
Louisville, CO 80027
Tel. 303-335-4594
Email: rzuccaro@louisvilleco.gov

Contractor: Megan Ferguson
Chief Executive Officer
Impact Development Fund, Inc.
200 E. 7th Street
Loveland, CO 80537
Tel. (970) 494.2021
E-Mail: Contracts@impactdf.org

- IV. Signatures.** The Parties to this Contract, through their duly authorized representatives, have executed this Contract on the dates set out below, and certify they have read, understood, and agreed to the terms and conditions of this Contract. Each person signing this Contract warrants they have authority to bind the City or Contractor. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

Date: _____

S E A L

Notary's official signature

Commission expiration date

EXHIBIT A – SERVICES

HISTORIC PRESERVATION REVOLVING LOAN PROGRAM

The Contractor will provide licensed mortgage loan originator services in compliance with C.R.S. § 12-61-901 *et seq.* for the City's Historic Preservation Revolving Loan Program (Program).

The City shall email Program applications to the Contractor to include:

- Total Program funding available for the specific Program Project (Project);
- Work items and costs eligible for Program funding for each application;
- Design review ranking of each application work item.

The City shall designate a Contact Person for this Program. Upon receipt of a project application, Contractor will request additional information from the applicant necessary to complete a loan application file. Contractor will review all provided materials for accuracy and completeness, make a credit decision, and notify the City Contact Person of its credit determination, to include all loan terms and conditions. In the event Contractor determines the applicant does not comply with Program standards, the City reserves the right to consider exceptions to its policy. Such exceptions must be provided in writing to Contractor such that Contractor is able to provide written notification of final credit determination to applicant(s) within three (3) business days of submitting the loan application. Final credit determination will include all applicable state and federal disclosures. The maximum loan amount approved by the Contractor is two hundred fifty thousand dollars (\$250,000).

Once a Project has been completed and inspected by the City, Contractor will prepare loan closing documents to include a lien waiver and completion of work affidavit wherein the borrower must acknowledge the amount paid to Project upon loan settlement. Contractor will acknowledge all work is completed according to local standards and in a good and workmanlike fashion within the agreed upon timeframe and will verify all suppliers or subcontractors for the Project are paid in full with no further recourse to the borrower, and furnish lien waivers to the effect.

Contractor will provide and coordinate presentation of all loan documents to borrower at the time of loan settlement. Upon receipt and acceptance of completed and signed lien waiver and completion of work affidavit from the project workers and, if applicable, subcontractors, Contractor shall release loan proceeds directly to project workers upon confirmation all work is complete. Disbursement of funds is prohibited prior to expiration of the rescission period, as applicable.

Public recording and other third-party fees will be assessed and collected at time of loan closing, as detailed within a closing disclosure prepared by Contractor. Applicant may choose to pay the application fee at the time of closing or have it included in the loan principle (subject to loan maximum amounts).

The City shall reimburse Contractor for each loan disbursed upon receipt of an itemized invoice of all transactions, which will be provided by Contractor no more frequent than once per calendar month.

Contractor will retain all original documents and permanent loan file, record all appropriate documents as necessary and as the City may reasonably require, and issue release of collateral obligations for loan repayment upon final satisfaction of the promissory note. Instruments for divestment of any required conservation easement will be issued and recorded only after City Council approval. Copies of all executed loan documents will be provided to City of Louisville as supplement to the itemized transaction invoice.

EXHIBIT B

FEE SCHEDULE

Contractor is entitled to collect the following compensation to implement the described program(s), but will impose no other fees, charges, or surcharges to the City, borrower, or any other person in connection with the performance of services hereunder:

- Annually, Contractor will update their published Fee Schedule, with new rates. These rates will become effective for the City annually, upon notice and provision of published material. The most recently published Fee Schedule is listed as Page 2 and 3 of this Exhibit B.
- Public recording and release fees shall be payable by Program borrowers, collected at the time of related service.
- An annual fee equal to two thousand, five hundred dollars (\$2,500), or one percent (1.0%) of all Program loans held in portfolio, whichever is less shall be payable by the City in each calendar year. Such fee shall reimburse for periodic billing, collection, and posting of borrower payments, issuance of IRS Form 1098 (as applicable), resolution of borrower inquiries or disputes, itemized return of Program capital from repayment, and submittal of monthly activity and account reconciliation reports to City.

EXHIBIT B FEE SCHEDULE

The following schedule reflects the one-time administration fee assessed for the underwriting and closing of third-party loans. Fees are due and payable at time of loan settlement and may be paid by the borrower, program sponsor, or other party.

Servicing Fee Schedule

Monthly and Deferred Payment Loans

Number of Loan Files:	Effective 02/01/2025
1-5	\$1,000/year
6-10	\$2,000/year
11-20	\$3,000/year
21-30	\$4,000/year
31-45	\$5,000/year
46-60	\$6,000/year
Over 61	Call for Pricing

Escrowed First Mortgage Loans

Number of Loan Files:	Effective 02/01/2025
Up to 15	\$3,500/year
16+	\$17/file/month

Credit Reporting

Number of Loan Files:	Effective 02/01/2025
1-5	\$500/year
6 +	\$900/year

The annual fee is invoiced every January and is based on the number of loans serviced as of 12/31 of the prior year.

<u>Habitat Silent Second Mortgages</u>	\$40/file/year
<u>Yearly Occupancy Verification</u>	\$40/file/year
<u>Loan Servicing Transfer Fee</u>	\$150/file
<u>Accounts Receivable (30+ days past due)</u>	4.50% APR

All servicing includes the following:

- 24/7 Online Account Access
- Automatic Withdrawal from Borrower's Account (if chosen)
- Borrower Monthly Statement
- Direct Deposit to Lender's Account (if chosen)
- Escrow management (RE Tax, Insurance, HOA)
- Information Updated Daily
- Late Notices
- Lender Monthly Statement
- Lender/Borrower Welcome Letter
- Live Customer Service Representative Monday through Friday 8:00 AM – 5:00 PM
- Year End Financial IRS Reports (1098/1099 Forms)

**EXHIBIT B
FEE SCHEDULE**

Loan Origination Fee Schedule

Origination Fees

Effective 02/01/2025

First Mortgage Program	1% of loan
First Mortgage Doc Prep Only	\$500.00
DPA Monthly Pay Second Mortgage	\$450.00
DPA Deferred Second Mortgage	\$400.00
Second Mortgage Doc Prep Only	\$100.00
Subordinations	\$200.00
Modifications	\$300.00

Accounts Receivable (30+ days past due)

Invoices 30+ days past due	4.5% APR
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EXHIBIT C

CONFIDENTIALITY AGREEMENT

IN CONNECTION WITH SERVICES provided to the City of Louisville (City) pursuant to this Agreement (Agreement), the Contractor hereby acknowledges it has been informed the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data, and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and relate to the City or its employees, customers, or supplies, which access is related to performance of Services the Contractor has agreed to perform, the Contractor hereby acknowledges and agrees as follows:

Information which has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential or proprietary. The Contractor agrees to treat as confidential: (a) all information owned by the City, or relates to the business of the City, or is used by the City in carrying on business, and (b) all information proprietary to a third-party (including, but not limited to, customers and suppliers of the City). The Contractor will not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor will not use such information to obtain any economic or other benefit for itself, or any third-party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Contractor understands it will have no obligation under this Contract with respect to information and material (a) which may become generally known to the public by publication or some means other than breach of duty of this Agreement, or (b) required by law, regulation, or court order to be disclosed, provided the request for such disclosure is proper and the disclosure does not exceed what is required, or (c) is disclosed to Contractor by a third-party without restriction and is not directly or indirectly derived from the City and is not under a binder of secrecy; or (d) is already known to the Contractor without any obligations of confidentiality prior to receipt from the City and was not developed by Contractor or its affiliates independently without reference to or the benefit of the confidential information developed under this Agreement. In the event of any disclosure under (b) above, the Contractor will furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and will promptly advise the City in writing of each such disclosure.

In the event the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor will promptly return to the City any and all information described hereinabove, including all copies, notes or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees the City's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.



**EXHIBIT D
PROGRAM CRITERIA**

Product Guidelines
City of Louisville

Historic Preservation Loan Fund

Eligible Borrowers:	Applicants may include natural persons and/or legal entities registered in good standing with the Colorado Secretary of State. All borrowers and guarantors must demonstrate U.S. citizenship or permanent legal residency in the United States.	
Eligible Properties:	Physical structures located within Louisville city limits and Historic Old Town Louisville, and landmarked pursuant to Louisville Municipal Code Chapter 15.36. If the structure is not eligible for landmark designation, a conservation easement for preservation of the site or structure (or portion thereof) of historical significance must be granted to the City.	
Eligible Projects:	Preservation, restoration, and rehabilitation of external, structural, and mechanical elements of a property. Project scope may include sustaining the existing form, preserving the integrity, stabilization, and adapting the property for contemporary use within the bounds of historic, architectural and cultural values. Up to 10% of the loan amount may be designated for one-time actions considered routine maintenance items, including painting. A structural assessment shall be required pursuant to Section 2 of City of Louisville City (City) Council Resolution No. 2, Series 2012, before an applicant may apply for a loan.	
Income Verification:	Income is established according to an average of the most recent two-year period. For individuals, income documentation will consist of 30-day paystubs and/or federal tax returns for the most recent 2-year period depending upon employment status. Income will exclude overtime, shift bonus, commission and bonuses that have not been earned consistently during the period.	
	Legal entities must provide federal tax returns for the most recent 2-year period plus year-to-date financial statements. Guarantors must provide personal returns for the most recent 2-year period.	
Collateral & Easement:	Grant of deed of trust in favor of the City for the full loan amount recorded upon the subject property. Additionally, a conservation easement (for non-landmarked property) will be recorded against the property, per Resolution No. 4, Series 2014, Section 2 (g).	
Combined Loan to Value:	Total of all existing liens plus proposed loan amount not to exceed 100% of market value as provided in the most recent available valuation by the Boulder County Assessor.	
Loan Amount:	Owner-Occupied Residential:	Minimum \$2,500
	Commercial:	Minimum \$2,500
Debt Ratio:	Owner-Occupied Residential:	Total monthly contractual debt divided by monthly income shall not exceed 45%.
	Commercial:	Net operating income divided by combined debt service shall not be less than 1.25.
Repayment:	Monthly payments of principal and interest to fully amortize the loan within the established term. Loan will become immediately due upon sale, transfer, refinance, or when a home is no longer occupied as the primary residence, and may provide for default and acceleration in the event of noncompliance with the conditions of the loan.	
Term:	Owner-Occupied Residential:	Loan amount ≤ \$10,000 maximum term 7 years Loan amount > \$10,000 maximum term 20 years
	Commercial:	Loan amount > \$10,000 maximum term 15 years

The conservation easement required in connection with a loan for non-landmarked property may be divested only with City Council approval, and no divestment may be approved prior to 15 years after the granting of the easement.



**EXHIBIT D
PROGRAM CRITERIA**

Loan Fees: Owner-Occupied Residential: \$400 paid at time of loan closing
Commercial: \$500 or 1.0% of loan amount, whichever is greater
As amended from time-to-time according to the most recently published Impact Development Fund (IDF) Loan Fee Schedule.
Public recording fees, shipping and credit reporting fees shall apply.

Interest Rate: Fixed rate equal to *Wall Street Journal Prime* as established at time of program application to the City minus 2.00%. (WSJ Prime Rate – 2.00% = Interest Rate)

Origination Procedures

Project Review: Property owner(s) must first meet with designated City staff to present project scope, elements and budget ("project application"). Upon favorable review, the proposed project will be reviewed by the City Historic Preservation Commission for a recommendation to approve, reject or modify the proposed project. The Commission's recommendations regarding the proposed work and grant funding, if any, will be forwarded to City Council for final determination.

Application: Upon City Council approval of a project request, property owner(s) will complete and submit a loan application to IDF for consideration of additional financial support. A credit determination and initial disclosures are typically issued within 48 hours, or less of receiving a complete application package. Any remaining documentation requirements will be detailed.

Processing: IDF will verify detail submitted by the applicant, assemble additional documentation as necessary and confirm all loan terms with the applicant prior to loan closing.

Project Initiation: Upon notification of approval and acceptance of all loan terms, property owner(s) must enter into a formal agreement with the City which incorporates an approved project application, easement(s) and restrictions. With the completed agreement property owner(s) will be authorized to initiate proposed work. Only under the limited circumstances shown below will loan proceeds be made available prior to final completion of the project.

Closing: Property owner(s) and/or worker(s) will advise IDF of the firm completion date at the earliest possibility. Upon completion to the satisfaction of the property owner(s), IDF will deliver all loan documents to the borrower(s) and guarantor(s), as applicable, with a minimum review time of 3 business days prior to execution. Borrower(s) must arrange to have all signatures notarized on the security instrument and promptly return all original documents to IDF via overnight courier. Loan documents will include a certification of completion and lien waiver affidavit signed by the borrower(s), project worker(s), and suppliers as applicable.

Disbursement: Provided all original documents have been received and owner-occupied residential borrower(s) have not exercised their right to cancel within 3 business days of the promissory note (rescission period), IDF will disburse all proceeds of the loan. Unless otherwise approved prior to closing, proceeds will be delivered directly to worker(s) and/or supplier(s) by electronic clearing.

Exception: Loan amounts in excess of \$50,000 may be eligible for incremental disbursements based upon progress thresholds determined prior to final completion. In such cases, loan closing will occur prior to commencement of project work.

Post Closing: An original deed of trust will be recorded with the Boulder County Clerk & Recorder to secure all program loans. The conservation easement required as a condition of funding (for non-landmarked properties) will be recorded with the Boulder County Clerk and Recorder. All original files will be retained by IDF for servicing through the life of the loan. All payments, questions and requests related to a loan should be directed to IDF, acting as agent for the City.

EXHIBIT E
POLICIES & PROCEDURES

Attachments to this Exhibit include:
IDF Loan Servicing Policies and Procedures



Impact Development Fund

Your Place • Our Passion

Loan Servicing Policies and Procedures

To establish policies and procedures related to the servicing of Impact Development Fund (IDF) active mortgages in compliance with federal and state regulations for Consumer Lending and Loan Servicing.

IDF Servicing Policies and Procedures shall achieve the following: accessing and providing timely and accurate information to borrowers, properly evaluating loss mitigation applications, promptly facilitating the transfer of information during servicing transfers, and establishing consistent protocol for periodic billing and payment application.

Staff: Loan Servicing Manager, Senior Servicing Specialist, Accounting & Finance Manager, Origination Team and Director of Operations

Services Provided

1. Closing/Funding
2. Periodic Billing
3. Payment Processing
4. Credit Reporting
5. Borrower Account Inquiry and Error Resolution
6. Notices to the Borrower
7. Collections
8. Escrow Management
9. Document Retention

1. Closing/Funding

1.1. Wire/ACH is ordered 24-48 hours prior to closing date. Wire requests are initiated by origination team (Closing Disclosure and Wire Instructions) and provided to the servicing team for funding set-up. Wire delivery date corresponds with Closing and Disbursement date on the Closing Disclosure (“CD”). Portfolio Servicing Manager sends notice of pending wires/ACH for review and release to Executive Director, Director of Operations and Director of Lending.

1.1.1. Borrower account set up in The Mortgage Office (“TMO”) at time of funding request.

1.1.2. Origination team provides borrower file with closing information to Senior Servicing Specialist who will review and establish borrower profile and loan terms as prepared in CD and Closing Documents. The Portfolio Servicing Manager will perform the final review set-up in TMO and approve the Loan Master Audit Report.

1.1.3. As available capital allows, IDF shall fund third party program loans at time of closing. In the event IDF does not hold sufficient capital to advance program loan funds on behalf of Third Party Clients, IDF reserves the right to request funds from each Third Party Client for individual loan closings upon presentation of payment request and supporting documentation to evidence the existence of such program loans.

- Third party clients will receive an invoice within 30 days of loan closing from IDF Accounting and Finance Manager sufficient to reimburse loan funds advanced on their behalf. Payment must be received from Third Party Client within 30 calendar days of invoice, or be subject to additional fees per the IDF Fee Schedule.

1.1.4. Loan funds are disbursed by the Title Company in accordance with the CD and Closing Instructions prepared by Origination Staff. Original Signed Loan Documents to be returned to IDF via overnight mail; including origination fee, daily interest, and principal reduction as applicable, made payable to Impact Development Fund.

1.2. Borrower Account Completion in Servicing Software: Once original signed loan documents are received from the Title Company, servicing staff will review for accuracy/completeness and save a scanned version on the server. Servicing staff shall use the CD, Promissory Note, Deed of Trust and final 1003 loan application as reference when establishing terms in the servicing software for periodic billing and accounting.

1.2.1. Receipt of recorded documents – Within 60 days of loan closing, IDF should be in receipt of the all recorded documents. If not received, Staff will contact the appropriate public office to determine if the instrument has been received, recorded, or subject to processing delays. If recording has been delayed, an appropriate follow up period will be established. If recorded more than 15 business days prior, Staff shall request the public office perform a document search and report their findings within 10 days of such request. If not received within such time, Staff shall request a certified copy of the document and forwarded by registered delivery from recording office. If the document has not been received by the public office within 60 days, Staff shall contact the escrow agent to request a document search. Escrow agent shall be instructed to provide gap coverage under the title insurance policy, as applicable, obtain new signatures on replacement documents, if necessary, and record the document at the earliest possibility.

1.3. Production Reports: At the time of each closing, appropriate program production report is updated with borrower specific closing data.

- 1.3.1. Staff shall maintain and reconcile program specific production reports to be delivered to Third Party Client within 45 days of each calendar quarter.

2. Periodic Billing and Reporting

2.1. Periodic Statements to Borrower

- 2.1.1. All active mortgage accounts will receive a paper billing statement or emailed billing statement from IDF each month. Electronic delivery must have prior authorization from Borrower on file prior to enrollment in this service. Billing statements are delivered no less than ten (10) days prior to payment due date. Sample borrower periodic billing statement shall be referenced in Exhibit A.

- 2.1.2. The statement will group and detail the following information:

Amount Due	Payment due date Amount of late fee if payment is late Amount Due
Explanation of Amount Due	Monthly payment amount and breakdown of how it will be applied to principal, interest and escrow. Total of fees imposed Past amount due
Past Payment Breakdown	Total of all payments since the last statement and application to principal, interest, escrow, fees and suspense account Total of all payments since the beginning of the calendar year and application to principal, interest, escrow, and fees as well as total amount in suspense account
Transaction Activity	List of all the transaction activity since the last statement
Partial Payment Information	Only if funds are held in a suspense account, information on what must be done for the funds to be applied
Contact Information	A phone number where borrowers may obtain account information
Account Information	Outstanding principal balance Current interest rate Date when interest rate may change Existence of any prepayment penalty Housing counselor information: https://www.consumerfinance.gov/mortgagehelp/
Credit Reporting Information	Late payments, missed payments or other defaults on accounts may be reflected on credit report.

2.2. Periodic Lender Statements for Third Party Management (“TPM”)

2.2.1. Staff shall prepare and submit monthly a detailed Lender Statement no later than ten (10) days following the end of each month. The contents of the report shall provide data to the Third Party Client to be used for coordinating, monitoring and evaluating the loan portfolio; current mortgage status, payments received for prior month, distribution of payment, loan aging and delinquency, and revenue over prior 12 months (interest, late charges, etc.). Sample Statements shall be as referenced in Exhibit B and shall be directly related to the Scope of Services.

- Lender Statement prepared shall reference the prior month’s activity and will be accompanied by a Lender Check or Lender ACH for proceeds remitted to the Third Party Client, as applicable.

2.3. Periodic Production Reports for TPM

2.3.1. Staff shall maintain and deliver Production Reports no later than forty-five (45) days following the end of each calendar quarter. The contents of the report shall provide data to the Third Party Client regarding origination production within their portfolio; loan production summary, closing date, loan amounts per borrower/per year, AMI levels, Home Mortgage Disclosure Act (“HMDA”) demographic reporting, Loan-to-Value (“LTV”), Debt-to-Income (“DTI”) ratio, leveraged loans and other participating lenders per transaction. Sample report shall be as referenced in Exhibit C and shall be directly related to the Scope of Services.

3. Borrower Payments.

3.1. Staff shall invoice, accept and record all loan payments as expressly defined within the Loan Documents. Acceptable forms of payment shall include Automated Clearing House (“ACH”), certified funds, money order or personal check from Borrower or other third parties on behalf of Borrower. Any other form must have prior approval from authorized executive staff. Borrowers’ account will be credited as of the date of payment receipt, while a hold may be placed against the account to allow sufficient time for funds to clear payer’s account, as appropriate. **Payments will NOT be accepted via credit card or cash.**

3.1.1. Payments must be mailed or hand delivered to the Impact Development Fund Office; physical & mailing address of **200 E. 7th Street, Suite 412, Loveland CO 80537.**

3.1.2. ACH payments may be established for automatic withdrawal from a checking or savings account. Borrower will be required to complete an ACH Authorization form and provide IDF with a voided check. Any change to the monthly payment besides normal annual escrow analysis will require the completion of a new form with borrower authorization.

3.2. Receipt of Payment - Borrower’s account will be credited for the day payment is received.

3.3. Application of Payments

3.3.1. Borrower’s account shall be credited in the order outlined in the borrower’s Promissory Note. If the order is not specified in the borrower’s loan documents, payment shall be applied as follows:

- First to fees and charges, including late charges if any, second to accrued interest, third to escrow and last to principal. Additional payment amounts received shall be applied to the principal loan balance as “Other Cash from Borrower” as principal payment.

3.4. Partial, Extra and Advance Payments

3.4.1. IDF does not accept partial payments. Borrowers with a past due balance shall be encouraged to establish a payment plan to repay past-due mortgage amounts in lieu of making unscheduled installments on the mortgage debt.

- IDF may review accepting a partial payment on a case by case basis. Included in the Welcome Packet, IDF shall provide the homeowner with a “Receipt of Payment with Reservation of Rights” indicating that by accepting a partial payment, IDF does not waive any of its rights for collection of remaining past due amounts, and that IDF may in the future choose not to accept partial payments depending on the level of delinquency of the homeowner.

3.4.2. When a borrower pays amounts in excess of their regular required monthly mortgage payment, the excess payment will be applied to the borrower’s principal balance, unless otherwise specified by the borrower at the time of payment.

3.4.3. Borrowers may make mortgage payments for months in advance of the current payment period by specifying how they would like the payment to be applied. Additional payments received without specification will be applied to the principal balance.

3.5. Loan Payoff – Sample Loan Payoff Statement Exhibit D.

3.5.1. Application of payment: First to fees and charges, including late charges if any, second to accrued interest or equity share as applicable, and last to principal.

3.5.2. Within a reasonable period of time, not to exceed 30 days, of receipt of acceptable payment in full, Staff will prepare and execute a release of security interest with the appropriate public office. The original recorded release document shall be returned to IDF and retained in a secure manner. Copies of all documents will be retained in the Borrowers’ permanent file, with original note marked as “Paid”, initialed and dated by a Staff representative and forwarded to the Borrower, or public office where appropriate.

3.6. Late Fees

3.6.1. Late fees are assessed in accordance with each borrower’s loan documents. If late fee timelines are not established in the loan documents, IDF will assess late charges on the following schedule:

- If payment has not been received by the end of 15 calendar days after the original due date, borrower will pay a late charge of 5% of the monthly principal and interest due.
- Late fees will only be assessed once per billing cycle and only on the outstanding balance due for the current month’s principal and interest payment.

4. Credit Reporting

4.1. IDF reports to Experian, Equifax and TransUnion credit bureaus thru Credit Builders Alliance all active loans regardless of account status for IDF’s on-balance manufactured loan pool, FP loan pool, Habitat Liquidity Loans and other loans identified for credit reporting and active loans for third party lenders as identified by the lenders. In no case shall procedures be modified and applied on a loan-by-loan basis. Monthly data file transfers are conducted to report the following: Portfolio Type (Mortgage, Installment, Revolving or Line of Credit); Account Type (Secured, Unsecured, Rental Agreement, etc.); Account Status (Current Account, Paid in Full, Past-Due, Collections); and Special Comments available from bureau, as applicable.

4.2. IDF is a member of Credit Builders Alliance (CBA), a nonprofit organization established to help non-traditional financial and asset building institutions serving low and moderate income individuals build client credit and financial access. CBA reports the data to the major credit

bureaus. Files are transferred to CBA using a secure Metro 2 data format on the 6th day of each month thru the TMO servicing software. Metro 2 format follows the industry standard for data reporting, and fully complies with federal regulation and requirements of the Fair Credit Reporting Act (FCRA), the Fair Credit Billing Act (FCBA), and the Equal Credit Opportunity Act (ECOA). It allows most accurate and complete information on consumers' credit history. Each month, the Metro 2 file is examined by IDF staff and CBA for accuracy with special attention given to identifying information and ensuring it is the same as reported in the original loan application. Staff responsible for the Metro 2 reporting will attend CBA and FCRA trainings as offered on the CBA portal.

5. Borrower Account Inquiry and Error Resolution

5.1. Borrower General Inquiry: all borrower inquiry must receive a response within twenty-four (24) hours. In the event a request may take additional time, the borrower must be contacted within the 24 hour time frame and alerted as to an expected, reasonable deliverable date.

5.2. Payoff Statement Request: all payoff statements must be provided to the inquiring party no later than seven (7) business days following the written request and supporting borrower's authorization to release information. This timeline also applies to requests for Verification of Mortgage, Amortization Schedules or Account Summaries.

5.2.1. When applicable, IDF must notify Third Party clients of any payoff requests to determine if additional amounts may be due for additional subordinate mortgages, deed restrictions, shared appreciation agreements, or recapture provisions.

5.3. Error Resolution and Information Requests

5.3.1. Error resolution - When borrowers send a written notice requesting resolution of an error or seeking account information, IDF must:

- Within 5 days, acknowledge the request for information or notice of error.
- Within 30 to 45 days, correct the error and provide the borrower written notification of the correction, or conduct an investigation and provide the borrower written notification that no error occurred.
- If a borrower requests the documents relied upon to determine that no error occurred, IDF is required to respond to this request within 15 days. IDF must provide only the documents actually relied upon to determine that no error occurred, including documents reflecting information entered in TMO or other internal collection system(s).
- For credit bureau complaints, CBA has been approved to act as an agent on behalf of IDF and will monitor the e-OSCAR account daily on IDF's behalf. Anytime CBA receives a dispute on behalf of IDF, IDF will receive an email from CBA within 1 business day. Trained CBA staff will assist IDF in verifying the information and correcting it if necessary within the 30 day period.

5.3.2. Information Request - Within 30 to 45 days, provide requested information, or conduct a reasonable search for the requested information and provide the borrower with a written notification explaining why the information is not available.

5.4. Insurance Checks for Collateral Repairs

5.4.1. Insurance checks made out to the borrower and mortgage lien holders may be endorsed by authorized IDF staff only.

5.4.2. Borrower must provide insurance report of damage, proposals and evidence for repair from qualified third parties or, as applicable. Staff must maintain copies of endorsed checks and third party proposals in borrower file.

6. Notices to the borrower

6.1. Delinquency Notification

6.1.1. Delivery of delinquency notification can accompany a periodic billing statement or be provided in a separate document to the borrower. Notification must include:

- Length of the borrower's delinquency
- Notification of possible risks and expenses (for example, foreclosure or legal fees) that the borrower could face if the delinquency is not cured.
- Account history (previous 6 months or the period since the last time the account was current, whichever is shorter), the amount remaining past due, and the amount of any previous payment and when it was applied.
- Notice showing any loss mitigation arrangement the borrower has agreed to, as applicable.
- Notice that IDF/Lender has made the first notice or filing required starting foreclosure, if applicable.
- Total amount needed to bring the borrower's account current.
- Reference to homeownership counselor information included in periodic statement.

6.1.2. IDF Delinquency & Default Notice Timeline

- Within 6 days **post-grace period expiration**, call or email delinquent borrower.
- Within 6 days after a loan is **30 days late**, send **1st written late notice** and call delinquent borrower.
- Within 6 days after a loan is **60 days late**, send **2nd written late notice** and call delinquent borrower.
- Within 6 days after a loan is **90 days late**, send **3rd written late notice**, call delinquent borrower; ***Inform third party lender as applicable.*** and:
 - Review file closing documents and consult with executive staff to determine appropriate file action including file closing, third-party collections action, or return to third party client.

6.2. Notice of Charge Off

6.2.1. Within 30 days of charge-off or the most recent periodic statement, a notice clearly and conspicuously labeled "Suspension of Statements & Notice of Charge Off – Retain This Copy for Your Records" will be sent to the borrower. Notice is required to explain the following, as applicable:

- The mortgage loan has been charged off;
- IDF will no longer provide the borrower with a periodic statement for each billing cycle;
- The lien on the property remains in place and the borrower remains liable for the mortgage loan obligation under the terms of the Promissory Note and any obligation arising from or related to the property, which may include property taxes;

- The borrower may be required to pay the balance on the account in the future, for example, upon sale of the property;
- The balance on the account is not being canceled or forgiven; and
- The loan may be purchased, assigned or transferred.

6.3. Interest Rate Adjustment Notice:

6.3.1. *Initial* interest rate adjustment notice is required for the first time the interest rate adjusts. It must be provided to a borrower between **210 days and 240 days** before the first payment at the new rate is effective.

6.3.2. *Ongoing* interest rate adjustment notice must be provided to a borrower between **30 and 60 days** before the first payment at the new rate is effective each time an interest rate adjustment results in a payment change.

6.4. Principal Residence Confirmation – Staff shall deliver annual verifications of primary residence status to the borrower at the subject property address. Borrower must certify current occupancy status; additional documentation can be requested as applicable.

6.4.1. Default Due to Borrower Not Occupying Property – Upon notification from an insurance company, mail returned as undeliverable or other indication that borrower is not occupying the property as their primary residence, IDF Staff shall prepare and deliver a Notice of Default letter to the borrower. The Notice of Default identifies the cause for default and demands payment within 30 days. If borrower contacts IDF and cannot satisfy the entire obligation within the 30 days, Staff shall notify the borrower of the option to cure the default through repayment of the loan through a modification of the loan. Loan modifications are structured with monthly payments via ACH withdrawal fully amortized or with a balloon payment of the outstanding loan balance per lender approval. The loan modification shall be evidenced by a Modification of Promissory Note instrument.

6.5. Notice of Insurance Cancellation or Address Change – Upon receipt of notice of homeowner's insurance cancellation, maturity, or change in carrier or delivery address, Staff shall prepare and deliver a notice of cancellation to the borrower. Notice shall require borrower's immediate action to provide updated coverage detail or be subject to default per the loan agreement.

6.6. Maturity Notices - For DPA deferred loans and other deferred loans, Staff shall deliver a courtesy notification of upcoming loan maturity to the borrower, including an amount sufficient to retire all outstanding principal, interest and applicable fees beginning twenty-four (24) months prior to the scheduled maturity date and again at twelve (12) months prior to the scheduled maturity date.

6.6.1. Staff shall deliver subsequent maturity notices **three (3)** months prior to maturity for deferred loans and **one (1)** month prior to maturity for amortized loans.

6.6.2. In all cases, payment of principal and interest are due no later than the close of business on the maturity date specified on the loan documents, or by the date shown on the demand for payment stated in maturity notice. After such time, the loan shall be considered in default, with appropriate action taken to remedy the loan. Until the point when payment is ninety (90) days past due, Staff shall retain the ability to make all satisfactory arrangements for payment, including waiver of any penalties where appropriate.

6.6.3. If payment in full is not received by maturity, Staff shall consider the financial capacity of all subject property owners of record at the time of maturity to establish an amortizing period and interest rate that allows borrowers to reasonably afford existing credit obligations in

addition to the proposed repayment schedule. Such repayment agreements shall be evidenced by a new Promissory Note and recorded Deed of Trust or collateral assignment that shall obligate all property owners of record to a fully amortizing, fixed interest rate, fixed term agreement with a new maturity date no longer than the original term, from the date of original loan maturity. If Staff evaluation demonstrates a reasonable capacity for full repayment upon original loan maturity, a recommendation for exercising specified remedies under the Note will be considered by Retail Advisory Committee.

6.7. Notice of Loan Servicing Transfer

6.7.1. The current servicer of an existing loan portfolio is required to send written notification to the address of record for all borrowers not less than 15 days before the effective date of transfer. The new servicer is required to mail a similar notice no more than 15 days after the effective date.

- For incoming loan portfolios, IDF requests new clients' mail a notice as much as 30+ days before the effective date when transferring a portfolio in order to identify any discrepancies between the official client records and those of the borrower. This helps ensure the data IDF staff enters is accurate and consistent when establishing the new servicing portfolio.

6.7.2. The Notice of Transfer must include the following information:

- The effective date of the transfer;
- The name, address, contact person and telephone number of the current servicer to answer any questions related to the transfer;
- The name, address, contact person and telephone number of IDF to answer any questions related to the transfer;
- The date on which the current servicer will cease to accept payments relating to the loan and the date on which IDF will begin to accept payments. These dates must either be the same or consecutive days;
- A statement that the transfer of servicing does not affect any term or condition of the loan other than the terms directly related to servicing the loan.

6.7.3. If the current servicer receives payment on or before the applicable due date (including any grace period allowed under terms of the loan), a payment may not be treated as late for any reason for a minimum of **60-days** beginning on the effective date of transfer. If this occurs, the current servicer must promptly either:

- Transfer the payment to IDF for application to the borrower's loan account, or
- Return the payment to the payor and provide proper recipient payment instructions.

6.8. Tax Forms - For loans secured by real property and commercial borrowers, staff shall prepare and deliver IRS Form 1098-Interest, or official substitution forms for retail borrowers, sole proprietors and single member LLCs no later than **January 31**, to both the borrower and the Internal Revenue Service for interest received within the prior year. As interest may be accrued but not yet paid under terms of certain loans, such interest reporting will reflect only the amount of interest actually paid by the Borrower in the year in which it is received by IDF.

- 6.8.1. IDF Reporting Threshold - Interest reporting shall include all borrowers from whom interest received is equal to or greater than **\$200.00** during the previous calendar year, subject to minimum reporting thresholds established by the IRS.

7. Collections

- 7.1. Exercise of Collateral Rights** - as the recourse of last resort, Staff shall clearly demonstrate the exhaustion of all other prudent alternatives in a presentation to the Loan Committee. Prior to any formal action, a Notice of Right to Cure, an attorney demand letter for payment and personal meeting with borrower and legal counsel shall be complete and documented in the borrower's file. Occasionally, assignment of title, repossession or execution of a deed-in-lieu of foreclosure may be accepted where prior or junior liens, judgment or tax liens have not been filed against the property. Where those exist, foreclosure is typically a better option. Voluntary surrender of assigned collateral, likewise, is the preferred method of exercising a security interest and shall be pursued to all reasonable extent. Legal action, including assignment, repossession, foreclosure and deed-in-lieu is not a service provided by IDF on behalf of third party clients.
- 7.1.1. Where assignment, repossession, foreclosure, or deed-in-lieu of, becomes a formal action, every effort shall be pursued to factor the promissory note to a subsidiary entity or third party. It is not within the scope of the organization nor in the best interest of public relations to take a property to sale or assume ownership of loan collateral.
- 7.1.2. If IDF is in receipt of a Notice to Foreclose through the action of any other lienholder, repossession, or Notice of Tax Sale from the County Treasurer, Staff shall conduct a thorough review of the loan file to identify any limitations to the security interest held, remedy any deficiencies to the extent possible, and prepare a summary report for immediate consideration by Executive Director for appropriate action. IDF recognizes that, in many cases, subordinate loans have limited security and provide little financial incentive to redeem listed deficiencies to preserve the IDF security interest.
- 7.1.3. Upon verification that any third party has acquired collateral through valid legal authority, Staff shall recommend loan loss recognition to the Executive Director for the full amount of outstanding principal balance for on-balance loans. Ultimate accounting entries to be approved by Loan Committee.
- 7.1.4. Upon recognition of loss, Staff shall gather for transference to a third party collection agency all necessary documentation including borrower, security, foreclosure and loan payoff documentation. In the absence of a specified agreement to provide such services, third party collections involvement may not be a service provided by IDF on behalf of third party clients.
- 7.2. Bankruptcy** – Upon receipt of a notice of bankruptcy petition, all direct collection efforts with the borrower will cease immediately, with IDF legal counsel engaged to provide subsequent guidance. Staff shall obtain official copies of the Bankruptcy Petition, payment plan (if applicable) and legal representation contact information for the debtor. Staff shall establish an appropriate schedule for follow up with debtor's counsel and Bankruptcy Court response deadlines.
- 7.2.1. Staff shall prepare and deliver to the adjudicating court a Proof of Claim and attending support documentation of the obligation to insure proper recognition and treatment of the Note throughout legal proceedings. Where borrower has petitioned under Chapters 7 or 13 of federal bankruptcy code, Staff may seek advisement of counsel to determine the most appropriate payment plan proposal.
- 7.2.2. Final loan write-off shall occur at such time Chapter 7 liquidation has been finalized, or where an approved Chapter 13 payment plan is complete. Such loss recognition shall be equal to the unpaid principal balance and any previously recorded unrealized income Short Sale –

Upon request by a borrower to sell their property for less than the full amount owed on all outstanding mortgage liens, IDF Staff shall obtain all documents necessary to substantiate the need for the short sale request. Staff shall review the formal request to determine if the short sale is appropriate due to demonstrated financial distress. If the short sale request is approved by IDF and/or lender on file, IDF will agree to accept less than the full payment on the IDF loan contingent on the borrower agreement to repay the deficiency portion of the IDF loan through monthly payments via ACH withdrawal. Staff shall prepare a Short Sale Settlement Agreement and a Promissory Note to be executed by borrower at the time of property transfer.

- 8. Escrow Management:** All escrow funds will be deposited in a federally insured account designated as an escrow trust account and kept separate, distinct and apart from funds belonging to the organization. The account will be properly titled and set up as a trust or escrow account. Designated account CANNOT co-mingle organizational funds.

8.1. Initial Escrow Account Statement

8.1.1. Staff must conduct an escrow account analysis before establishing an escrow account to determine the amount the borrower needs to deposit into the escrow account at loan settlement. After conducting the initial escrow account analysis, staff must deliver the escrow account statement to the borrower within forty-five (45) calendar days of loan settlement.

- 8.2.** Escrow Account Disbursements must be flagged in each borrower's servicing account at 30 days prior to due date. Third party escrow payee payment will be reconciled and delivered by the due date as established by third-party payee.

8.3. Escrow Account Analysis for Transferred Loans

8.3.1. Staff shall provide the borrower with an initial escrow account statement within forty-five (45) days of the date of servicing transfer.

8.4. Annual Escrow Account Analysis

8.4.1. Staff shall perform an annual analysis of each homeowner's escrow account by August 1st of each calendar year and send the homeowner an escrow analysis statement showing the deposit and disbursement activity in the account and a projection of the anticipated activity for the coming year. Sample Statements shall be as referenced in Exhibit E.

- After conducting the analysis, Staff shall determine if any adjustments are to be made to the borrower's monthly escrow collection to satisfy insurance, property tax and HOA liabilities, as applicable. Borrower must be notified of any change to monthly payment and distribution of said payment, 30 days prior to effective date of new payment amount.

8.4.2. Surplus - If an escrow account analysis discloses a surplus greater than or equal to \$50.00, IDF shall, within 30 days from the date of the analysis, refund the surplus to the borrower. If the surplus is less than 50 dollars (\$50), IDF will retain such amount in borrower's escrow account.

- These provisions regarding surpluses apply if the borrower is current at the time of the escrow account analysis. A borrower is current if the servicer receives the borrower's payments within 30 days of the payment due date. If the servicer does not receive the borrower's payment within 30 days of the payment due date, then the servicer may retain the surplus in the escrow account.

8.4.3. Shortage – A shortage is the amount by which a current escrow account falls short of the target balance at the time of escrow analysis.

- If an escrow account analysis discloses a shortage of less than one month's escrow account payment, then staff shall provide notice of additional payment due from the borrower in the amount of:
 - the total shortage amount within 30 days; or
 - the shortage amount in equal monthly payments over at least a 12-month period.

8.4.4. Deficiency – A deficiency is the amount of a negative balance in an escrow account.

- If funds are advanced on behalf of the borrower, staff must perform an escrow analysis **prior** to seeking repayment of the deficiency.
- If escrow account deficiencies are a result of non-payment from the borrower, staff shall coordinate with the third party client to ensure adequate funds are advanced and delivered to IDF on the borrower's behalf. Communication with the third party client must be initiated once the borrower is 60 days delinquent per Delinquency Policy guidelines shown above. An escrow account cushion will include a 2 month reserve.

8.5. Escrow Account Returns

8.5.1. Any balance in an escrow account within the servicer's control at the time a loan is paid off must be refunded to the borrower within 20 business days.

9. Document Retention

9.1. Active Servicing File: For each mortgage loan serviced, IDF must maintain the following documents and data in a way that allows staff to compile them into a servicing file within 5 days:

- 9.1.1. A schedule of all transactions credited or debited to the mortgage loan account, including escrow and suspense accounts;
- 9.1.2. A copy of the security instrument that establishes the lien securing the mortgage loan
- 9.1.3. Any staff-created notes that reflect communications with the borrower about the mortgage loan account
- 9.1.4. To the extent applicable, a report of the data fields within TMO related to the borrower's mortgage loan account, such as the terms of the borrower's mortgage loan, the occurrence of automated or manual collection calls, loss mitigation evaluation information, owner or assignee information, and/or any credit reporting history
- 9.1.5. Copies of documents and information borrowers submit as part of loss mitigation or error resolution requests

9.2. Active Servicing File Transfers: Records must be retained for a minimum of one (1) year after the date of loan transfer.

9.3. Paid Loan Files: All documentation used to evaluate and/or service individual loan files will be retained in electronic and hard copy format for minimum of five (5) years from the date of final disposition, or as otherwise required. For loans that are originated, the date of final disposition will be the date of final and full repayment.

9.4. Declined or Withdrawn Applications: Loans that are denied or withdrawn for whatever reason, the date of disposition will be the date upon which the file was officially classified as cancelled, in

which case complete files must be retained for at least twenty-five (25) months, or as otherwise required by regulation.

- 9.5.** Charge Offs: Loans that are charged off shall be retained for the minimum five (5) years period from the date the file is returned from collection services as uncollectible.
- 9.6.** The maximum retention period for all loan files shall be 5 years from the date of final disposition.

PAYMENT STATEMENT - JANUARY 2022**COMPANY**

Impact Development Fund
200 E. 7th Street, Suite 412
Loveland, CO 80537

BORROWER**PAYMENT INFORMATION**

Loan Account	XXXX000000
Statement Date	1/20/2022
Payment Amount	+ \$666.81
Past Due Payments	+ \$0.00
Late Charges Due	+ \$0.00
Unpaid Interest	+ \$0.00
Unpaid Charges	+ \$0.00
Deferred Charges	- \$0.00
Total Amount Due	= \$666.81
Payment Due Date	2/1/2022
Late Charge Due After 2/16/2022	\$19.75
Additional Principal	\$
Additional Trust	\$
Total Amount Enclosed	\$

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

----- PLEASE DETACH THE TOP PORTION OF THIS STATEMENT, RETURN IT WITH YOUR PAYMENT AND RETAIN THE BOTTOM PORTION FOR YOUR RECORDS -----

COMPANY

Impact Development Fund
200 E. 7th Street, Suite 412
Loveland CO 80537
(970) 494-2021

LOAN & PROPERTY INFORMATION

Principal Balance	\$124,425.00
Reserve Balance	\$0.00
Impound Balance	\$2,190.61
Interest Rate	0.000%
Interest Paid in 2021	\$0.00
Property Information	

PAYMENT INFORMATION

Loan Account	XXXX000000
Statement Date	1/20/2022
Payment Amount	+ \$666.81
Past Due Payments	+ \$0.00
Late Charges Due	+ \$0.00
Unpaid Interest	+ \$0.00
Unpaid Charges	+ \$0.00
Deferred Charges	- \$0.00
Total Amount Due	= \$666.81
Payment Due Date	2/1/2022
Late Charge Due After 2/16/2022	\$19.75

* To avoid a late charge of \$19.75, we must receive your payment by 2/16/2022 during our business hours. If this date falls on a weekend or holiday, your payment must be received by the next business day.

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT. IF YOUR ACCOUNT IS ON ACH, YOUR PAYMENT WILL BE AUTOMATICALLY WITHDRAWN FROM OUR BANK. FOR HOUSING COUNSELOR INFORMATION: [HTTPS://WWW.CONSUMERFINANCE.GOV/MORTGAGEHELP/](https://www.consumerfinance.gov/mortgagehelp/). IF YOU NEED TO APPLY FOR A COVID HARDSHIP DURING THIS TIME OR TO STOP YOUR AUTO PAYMENTS, PLEASE CONTACT OUR OFFICE ASAP.

ACCOUNT ACTIVITY (12/21/2021 - 1/20/2022)

Transaction Date	Pmt Due Date	Reference	Description	Transaction Amount	Distribution					Principal Balance
					Interest	Principal	Late Chgs	Other	Trust	
			Balance Forward							\$124,820.00
1/1/2022		12342		\$0.00	\$0.00	\$0.00	\$0.00	\$971.00	(\$971.00)	\$124,820.00
1/5/2022	1/1/2022	0007697	Payment - Thank You	\$666.81	\$0.00	\$395.00	\$0.00	\$0.00	\$271.81	\$124,425.00
					\$0.00	\$395.00	\$0.00	\$971.00	(\$699.19)	

LENDER STATEMENT OF ACCOUNT

COMPANY

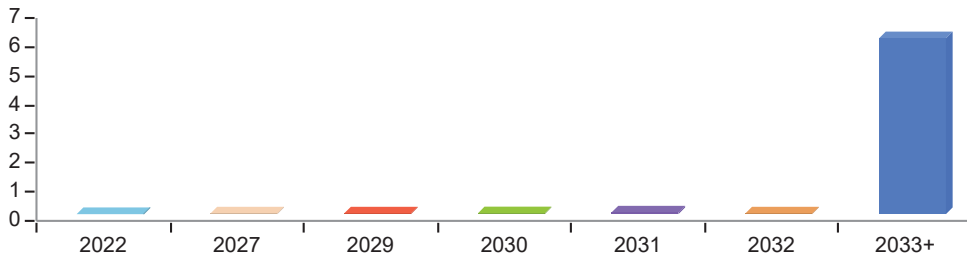
Impact Development Fund
200 E. 7th Street, Suite 412
Loveland CO 80537
(970) 494-2021

ACCOUNT NO	0000
STATEMENT DATE	1/31/2022
STATEMENT PERIOD	1/1/2022 - 1/31/2022
PORTFOLIO BALANCE	\$6,214,972.45
PORTFOLIO YIELD	0.000%
INTEREST PAID IN 2022	\$0.00
TRUST BALANCE	\$0.00

LENDER

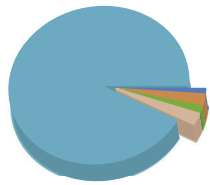
Please advise us immediately of any discrepancies in the transactions or investment activity on your statement of account or if you contemplate changing your address. When making inquiries by telephone or in writing please give your account number. We urge you to keep this statement with your investment records.

LOAN DISTRIBUTION BY MATURITY



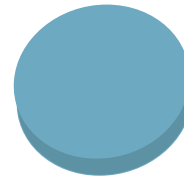
Year	Count	Amount	Pct
2022	1	\$578.18	0.01%
2027	3	\$19,573.83	0.31%
2029	1	\$23,994.03	0.39%
2030	1	\$25,717.18	0.41%
2031	2	\$56,959.47	0.92%
2032	1	\$22,644.87	0.36%
2033+	74	\$6,065,504.89	97.60%
Totals	83	\$6,214,972.45	100.00%

LOAN AGING



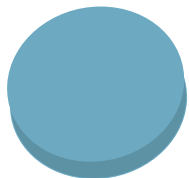
Days	Count	Amount	Pct
Current	78	\$5,753,184.70	92.57%
1-30	2	\$142,948.07	2.30%
31-60	0	\$0.00	0.00%
61-90	1	\$97,978.53	1.58%
91-120	0	\$0.00	0.00%
121-150	1	\$151,300.00	2.43%
151+	1	\$69,561.15	1.12%
Totals			100.00%

LOAN DISTRIBUTION BY PRIORITY



Priority	Count	Amount	Pct
1st	83	\$6,214,972.45	100.00%
2nd	0	\$0.00	0.00%
3rd	0	\$0.00	0.00%
4th	0	\$0.00	0.00%
Other	0	\$0.00	0.00%
Totals			100.00%

LOAN DISTRIBUTION BY PROPERTY TYPE



Prop Type	Count	Amount	Pct
	83	\$6,214,972.45	100.00%
Totals	83	\$6,214,972.45	100.00%

REVENUE: LAST TWELVE MONTHS

Revenue	Amount
Interest	\$0.00
Late Chgs	\$0.00
Prepays	\$0.00
Other	\$0.00
Totals	\$0.00

INVESTMENT PORTFOLIO AS OF 1/31/2022

Loan Account	Borrower Name	Pct Owned	Interest Rate	Maturity Date	Term Left	Next Payment	Regular Payment	Loan Balance
		100.000%	0.000%	12/1/2031	119	2/1/2022	\$223.29	\$23,447.44
		100.000%	0.000%	2/1/2032	121	2/1/2022	\$190.00	\$22,644.87
		100.000%	0.000%	5/1/2022	4	2/1/2022	\$325.00	\$578.18
		100.000%	0.000%	6/1/2033	137	2/1/2022	\$195.00	\$26,495.07
		100.000%	0.000%	8/1/2033	139	2/1/2022	\$253.86	\$34,424.93
		100.000%	0.000%	10/1/2027	69	2/1/2022	\$273.66	\$6,906.30
		100.000%	0.000%	4/1/2034	147	2/1/2022	\$214.00	\$31,112.45
		100.000%	0.000%	5/1/2034	148	2/1/2022	\$242.00	\$35,403.63
		100.000%	0.000%	6/1/2034	149	2/1/2022	\$247.00	\$34,630.59
		100.000%	0.000%	3/1/2031	110	2/1/2022	\$306.85	\$33,512.03
		100.000%	0.000%	10/1/2029	93	2/1/2022	\$260.00	\$23,994.03
		100.000%	0.000%	12/1/2034	155	2/1/2022	\$255.19	\$39,745.30
		100.000%	0.000%	3/1/2030	98	3/1/2022	\$270.00	\$25,717.18
		100.000%	0.000%	1/1/2036	168	3/1/2022	\$210.17	\$33,218.74
		100.000%	0.000%	5/1/2036	172	2/1/2022	\$270.00	\$46,129.87
		100.000%	0.000%	10/1/2036	177	2/1/2022	\$217.00	\$38,332.60
		100.000%	0.000%	9/1/2038	200	2/1/2022	\$259.40	\$51,235.00
		100.000%	0.000%	9/1/2039	212	2/1/2022	\$229.25	\$46,540.06
		100.000%	0.000%	9/1/2039	212	4/1/2022	\$235.97	\$47,351.28
		100.000%	0.000%	9/1/2039	212	2/1/2022	\$252.75	\$53,420.36
		100.000%	0.000%	11/1/2039	214	2/1/2022	\$236.11	\$48,350.48
		100.000%	0.000%	4/1/2040	219	2/1/2022	\$241.67	\$52,902.16
		100.000%	0.000%	6/1/2040	221	2/1/2022	\$248.41	\$54,867.87
		100.000%	0.000%	6/1/2040	221	2/1/2022	\$208.33	\$44,548.45
		100.000%	0.000%	6/1/2040	221	2/1/2022	\$247.77	\$50,622.23
		100.000%	0.000%	6/1/2040	221	2/1/2022	\$215.25	\$47,398.08
		100.000%	0.000%	1/1/2041	228	1/1/2022	\$250.00	\$41,500.00
		100.000%	0.000%	1/1/2041	228	2/1/2022	\$250.00	\$56,975.00
		100.000%	0.000%	1/1/2041	228	2/1/2022	\$250.00	\$56,172.29
		100.000%	0.000%	12/1/2040	227	2/1/2022	\$238.81	\$53,373.53
		100.000%	0.000%	6/1/2041	233	2/1/2022	\$347.83	\$84,354.56
		100.000%	0.000%	7/1/2041	234	2/1/2022	\$242.59	\$56,249.62
		100.000%	0.000%	7/1/2041	234	2/1/2022	\$251.01	\$56,248.70
		100.000%	0.000%	1/1/2042	240	3/1/2022	\$242.27	\$57,782.25
		100.000%	0.000%	2/1/2037	181	2/1/2022	\$302.20	\$51,257.63
		100.000%	0.000%	3/1/2042	242	2/1/2022	\$242.51	\$58,687.82
		100.000%	0.000%	2/1/2042	241	2/1/2022	\$331.24	\$76,575.81
		100.000%	0.000%	5/1/2042	244	2/1/2022	\$218.56	\$52,827.62
		100.000%	0.000%	11/1/2042	250	2/1/2022	\$240.00	\$59,818.60
		100.000%	0.000%	3/1/2043	254	2/1/2022	\$247.00	\$62,535.43
		100.000%	0.000%	2/1/2043	253	2/1/2022	\$251.00	\$63,081.19
		100.000%	0.000%	2/1/2043	253	2/1/2022	\$255.53	\$64,351.34
		100.000%	0.000%	10/1/2048	321	3/1/2022	\$292.62	\$93,632.22
		100.000%	0.000%	10/1/2048	321	2/1/2022	\$292.62	\$93,885.14
		100.000%	0.000%	10/1/2048	321	2/1/2022	\$292.62	\$93,845.84
		100.000%	0.000%	11/1/2043	262	2/1/2022	\$251.00	\$65,157.47
		100.000%	0.000%	5/1/2049	328	2/1/2022	\$290.24	\$95,123.95
		100.000%	0.000%	6/1/2034	149	2/1/2022	\$123.33	\$18,468.44
		100.000%	0.000%	7/1/2044	270	9/1/2021	\$255.00	\$69,561.15
		100.000%	0.000%	8/1/2044	271	2/1/2022	\$83.46	\$22,432.88
		100.000%	0.000%	9/1/2044	272	2/1/2022	\$255.00	\$69,283.42
		100.000%	0.000%	10/1/2049	333	2/1/2022	\$289.47	\$95,706.73
		100.000%	0.000%	3/1/2045	278	2/1/2022	\$372.22	\$103,477.96
		100.000%	0.000%	3/1/2045	278	2/1/2022	\$260.00	\$72,279.00
		100.000%	0.000%	6/1/2045	281	2/1/2022	\$285.15	\$80,108.23
		100.000%	0.000%	8/1/2045	283	3/1/2022	\$244.53	\$68,915.87
		100.000%	0.000%	10/1/2045	285	12/1/2021	\$341.39	\$97,978.53
		100.000%	0.000%	3/1/2046	290	2/1/2022	\$276.41	\$80,157.30
		100.000%	0.000%	5/1/2046	292	2/1/2022	\$329.05	\$95,935.22
		100.000%	0.000%	5/1/2046	292	1/1/2022	\$347.01	\$101,448.07
		100.000%	0.000%	11/1/2041	238	2/1/2022	\$453.33	\$94,566.23
		100.000%	0.000%	11/1/2046	298	2/1/2022	\$220.96	\$65,655.58

INVESTMENT PORTFOLIO AS OF 1/31/2022

Loan Account	Borrower Name	Pct Owned	Interest Rate	Maturity Date	Term Left	Next Payment	Regular Payment	Loan Balance
		100.000%	0.000%	6/1/2048	317	2/1/2022	\$352.68	\$111,798.76
		100.000%	0.000%	10/1/2038	201	2/1/2022	\$666.67	\$133,999.87
		100.000%	0.000%	7/1/2043	258	2/1/2022	\$550.00	\$141,616.56
		100.000%	0.000%	9/1/2048	320	2/1/2022	\$444.44	\$139,443.82
		100.000%	0.000%	12/1/2038	203	2/1/2022	\$666.67	\$134,981.85
		100.000%	0.000%	2/1/2039	205	10/1/2021	\$725.00	\$151,300.00
		100.000%	0.000%	5/1/2039	208	2/1/2022	\$695.83	\$144,733.44
		100.000%	0.000%	2/1/2035	157	2/1/2022	\$561.11	\$88,094.47
		100.000%	0.000%	2/1/2035	157	2/1/2022	\$561.11	\$88,072.23
		100.000%	0.000%	2/1/2035	157	2/1/2022	\$561.11	\$88,084.74
		100.000%	0.000%	2/1/2035	157	2/1/2022	\$561.11	\$88,094.47
		100.000%	0.000%	2/1/2035	157	2/1/2022	\$994.44	\$119,602.61
		100.000%	0.000%	11/1/2050	346	2/1/2022	\$472.57	\$163,461.82
		100.000%	0.000%	11/1/2050	346	2/1/2022	\$426.76	\$146,450.69
		100.000%	0.000%	7/1/2051	354	2/1/2022	\$413.93	\$146,532.42
		100.000%	0.000%	10/1/2051	357	2/1/2022	\$741.67	\$264,766.65
		100.000%	0.000%	11/1/2051	358	2/1/2022	\$680.97	\$243,788.46
		100.000%	0.000%	11/1/2051	358	2/1/2022	\$888.52	\$318,090.16
		100.000%	0.000%	7/1/2036	174	3/1/2022	\$39.50	\$6,452.10
		100.000%	0.000%	3/1/2027	62	3/1/2022	\$230.53	\$7,081.73
		100.000%	0.000%	12/1/2027	71	3/1/2022	\$32.96	\$5,585.80
Current Portfolio Yield: 0.000%							\$27,311.47	\$6,214,972.45

FUNDING ACTIVITY

Transaction Date	Reference	Loan Account	Borrower Name	Amount Funded
				\$0.00

ACCOUNT ACTIVITY

Transaction Date	Check# or Reference	Loan Account	Transaction Amount	Distribution					
				Serv. Fees	Interest	Principal	Charges	Other	Trust
1/31/2022	17		\$270.00	\$0.00	\$0.00	\$270.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$238.81	\$0.00	\$0.00	\$238.81	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$418.27	\$0.00	\$0.00	\$418.27	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$550.00	\$0.00	\$0.00	\$550.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$488.53	\$0.00	\$0.00	\$488.53	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$888.52	\$0.00	\$0.00	\$888.52	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$316.40	\$0.00	\$0.00	\$316.40	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$292.62	\$0.00	\$0.00	\$292.62	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$479.74	\$0.00	\$0.00	\$479.74	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$214.00	\$0.00	\$0.00	\$214.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$260.76	\$0.00	\$0.00	\$260.76	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$281.91	\$0.00	\$0.00	\$281.91	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$217.00	\$0.00	\$0.00	\$217.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$255.26	\$0.00	\$0.00	\$255.26	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$218.56	\$0.00	\$0.00	\$218.56	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$123.33	\$0.00	\$0.00	\$123.33	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$260.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$678.12	\$0.00	\$0.00	\$678.12	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$260.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$242.83	\$0.00	\$0.00	\$242.83	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$245.00	\$0.00	\$0.00	\$245.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$259.40	\$0.00	\$0.00	\$259.40	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$190.00	\$0.00	\$0.00	\$190.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$325.00	\$0.00	\$0.00	\$325.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$195.00	\$0.00	\$0.00	\$195.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$242.00	\$0.00	\$0.00	\$242.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$260.11	\$0.00	\$0.00	\$260.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$248.41	\$0.00	\$0.00	\$248.41	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$251.01	\$0.00	\$0.00	\$251.01	\$0.00	\$0.00	\$0.00

ACCOUNT ACTIVITY									
Transaction Date	Check# or Reference	Loan Account	Transaction Amount	Distribution					
				Serv. Fees	Interest	Principal	Charges	Other	Trust
1/31/2022	17		\$242.51	\$0.00	\$0.00	\$242.51	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$431.24	\$0.00	\$0.00	\$431.24	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$372.22	\$0.00	\$0.00	\$372.22	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$220.96	\$0.00	\$0.00	\$220.96	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$352.68	\$0.00	\$0.00	\$352.68	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$999.09	\$0.00	\$0.00	\$999.09	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$472.57	\$0.00	\$0.00	\$472.57	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$680.97	\$0.00	\$0.00	\$680.97	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$226.44	\$0.00	\$0.00	\$226.44	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$444.44	\$0.00	\$0.00	\$444.44	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$695.83	\$0.00	\$0.00	\$695.83	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$1,333.20	\$0.00	\$0.00	\$1,333.20	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$240.00	\$0.00	\$0.00	\$240.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$285.46	\$0.00	\$0.00	\$285.46	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$745.84	\$0.00	\$0.00	\$745.84	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$329.05	\$0.00	\$0.00	\$329.05	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$285.00	\$0.00	\$0.00	\$285.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$251.00	\$0.00	\$0.00	\$251.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$253.86	\$0.00	\$0.00	\$253.86	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$255.19	\$0.00	\$0.00	\$255.19	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$241.67	\$0.00	\$0.00	\$241.67	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$247.77	\$0.00	\$0.00	\$247.77	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$215.25	\$0.00	\$0.00	\$215.25	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$347.83	\$0.00	\$0.00	\$347.83	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$250.01	\$0.00	\$0.00	\$250.01	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$292.62	\$0.00	\$0.00	\$292.62	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$290.24	\$0.00	\$0.00	\$290.24	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$83.46	\$0.00	\$0.00	\$83.46	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$289.47	\$0.00	\$0.00	\$289.47	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$666.67	\$0.00	\$0.00	\$666.67	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$45.97	\$0.00	\$0.00	\$45.97	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$253.20	\$0.00	\$0.00	\$253.20	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$292.62	\$0.00	\$0.00	\$292.62	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$255.24	\$0.00	\$0.00	\$255.24	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$413.93	\$0.00	\$0.00	\$413.93	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$276.41	\$0.00	\$0.00	\$276.41	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$306.85	\$0.00	\$0.00	\$306.85	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$292.62	\$0.00	\$0.00	\$292.62	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$371.90	\$0.00	\$0.00	\$371.90	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$245.00	\$0.00	\$0.00	\$245.00	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$40.08	\$0.00	\$0.00	\$40.08	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$242.83	\$0.00	\$0.00	\$242.83	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$290.61	\$0.00	\$0.00	\$290.61	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$316.40	\$0.00	\$0.00	\$316.40	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$255.53	\$0.00	\$0.00	\$255.53	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$561.11	\$0.00	\$0.00	\$561.11	\$0.00	\$0.00	\$0.00
1/31/2022	17		\$242.59	\$0.00	\$0.00	\$242.59	\$0.00	\$0.00	\$0.00
⚡ = Electronic Payment			\$29,532.68	\$0.00	\$0.00	\$29,532.68	\$0.00	\$0.00	\$0.00

TRUST ACCOUNT ACTIVITY						
Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
			Balance Forward			\$0.00
1/3/2022	0000005343		Borrower Payment		\$259.40	\$259.40
1/3/2022	0011045		Borrower Payment		\$270.00	\$529.40
1/3/2022	0011046		Borrower Payment		\$238.81	\$768.21
1/3/2022	0011047		Borrower Payment		\$418.27	\$1,186.48
1/3/2022	0011048		Borrower Payment		\$550.00	\$1,736.48

TRUST ACCOUNT ACTIVITY						
Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
1/3/2022	0011049		Borrower Payment		\$488.53	\$2,225.01
1/3/2022	0011050		Borrower Payment		\$888.52	\$3,113.53
1/3/2022	0011052		Borrower Payment		\$561.11	\$3,674.64
1/3/2022	1020		Borrower Payment		\$292.62	\$3,967.26
1/3/2022	744911890		Borrower Payment		\$316.40	\$4,283.66
1/5/2022	0011225		Borrower Payment		\$479.74	\$4,763.40
1/5/2022	0011226		Borrower Payment		\$214.00	\$4,977.40
1/5/2022	0011227		Borrower Payment		\$260.76	\$5,238.16
1/5/2022	0011228		Borrower Payment		\$281.91	\$5,520.07
1/5/2022	0011229		Borrower Payment		\$217.00	\$5,737.07
1/5/2022	0011230		Borrower Payment		\$255.26	\$5,992.33
1/5/2022	0011231		Borrower Payment		\$218.56	\$6,210.89
1/5/2022	0011232		Borrower Payment		\$123.33	\$6,334.22
1/5/2022	0011233		Borrower Payment		\$260.00	\$6,594.22
1/5/2022	0011234		Borrower Payment		\$678.12	\$7,272.34
1/5/2022	0011235		Borrower Payment		\$561.11	\$7,833.45
1/5/2022	10019		Borrower Payment		\$242.83	\$8,076.28
1/5/2022	10048		Borrower Payment		\$245.00	\$8,321.28
1/5/2022	3118		Borrower Payment		\$260.00	\$8,581.28
1/8/2022	0000995411		Borrower Payment		\$226.44	\$8,807.72
1/8/2022	1475		Borrower Payment		\$444.44	\$9,252.16
1/11/2022	0011259		Borrower Payment		\$190.00	\$9,442.16
1/11/2022	0011260		Borrower Payment		\$325.00	\$9,767.16
1/11/2022	0011261		Borrower Payment		\$195.00	\$9,962.16
1/11/2022	0011262		Borrower Payment		\$242.00	\$10,204.16
1/11/2022	0011263		Borrower Payment		\$260.11	\$10,464.27
1/11/2022	0011264		Borrower Payment		\$248.41	\$10,712.68
1/11/2022	0011265		Borrower Payment		\$250.00	\$10,962.68
1/11/2022	0011266		Borrower Payment		\$251.01	\$11,213.69
1/11/2022	0011267		Borrower Payment		\$242.51	\$11,456.20
1/11/2022	0011268		Borrower Payment		\$431.24	\$11,887.44
1/11/2022	0011269		Borrower Payment		\$372.22	\$12,259.66
1/11/2022	0011270		Borrower Payment		\$220.96	\$12,480.62
1/11/2022	0011271		Borrower Payment		\$352.68	\$12,833.30
1/11/2022	0011272		Borrower Payment		\$561.11	\$13,394.41
1/11/2022	0011273		Borrower Payment		\$999.09	\$14,393.50
1/11/2022	0011274		Borrower Payment		\$472.57	\$14,866.07
1/11/2022	0011275		Borrower Payment		\$680.97	\$15,547.04
1/12/2022	0011281		Borrower Payment		\$695.83	\$16,242.87
1/12/2022	1820		Borrower Payment		\$1,333.20	\$17,576.07
1/13/2022	0011282		Borrower Payment		\$240.00	\$17,816.07
1/13/2022	0101		Borrower Payment		\$285.46	\$18,101.53
1/13/2022	2000636665		Borrower Payment		\$745.84	\$18,847.37
1/14/2022	2003		Borrower Payment		\$251.00	\$19,098.37
1/14/2022	6002238117		Borrower Payment		\$285.00	\$19,383.37
1/14/2022	6002238768		Borrower Payment		\$329.05	\$19,712.42
1/15/2022	223		Borrower Payment		\$253.20	\$19,965.62
1/18/2022	0011320		Borrower Payment		\$253.86	\$20,219.48
1/18/2022	0011321		Borrower Payment		\$255.19	\$20,474.67
1/18/2022	0011322		Borrower Payment		\$241.67	\$20,716.34
1/18/2022	0011323		Borrower Payment		\$247.77	\$20,964.11
1/18/2022	0011324		Borrower Payment		\$215.25	\$21,179.36
1/18/2022	0011325		Borrower Payment		\$347.83	\$21,527.19
1/18/2022	0011327		Borrower Payment		\$250.01	\$21,777.20
1/18/2022	0011328		Borrower Payment		\$292.62	\$22,069.82
1/18/2022	0011329		Borrower Payment		\$290.24	\$22,360.06
1/18/2022	0011330		Borrower Payment		\$83.46	\$22,443.52
1/18/2022	0011331		Borrower Payment		\$289.47	\$22,732.99
1/18/2022	0011332		Borrower Payment		\$666.67	\$23,399.66
1/18/2022	0011333		Borrower Payment		\$45.97	\$23,445.63
1/18/2022	6002239994		Borrower Payment		\$255.24	\$23,700.87
1/18/2022	ACH0011326		Borrower Payment		\$242.59	\$23,943.46

TRUST ACCOUNT ACTIVITY						
Transaction Date	Check# or Reference	From Whom Received or To Whom Paid	Description / Memo	Amount Paid Out	Amount Received	Daily Balance
1/19/2022	0011339		Borrower Payment		\$292.62	\$24,236.08
1/21/2022	0011344		Borrower Payment		\$413.93	\$24,650.01
1/22/2022	0001666905		Borrower Payment		\$276.41	\$24,926.42
1/22/2022	349354480		Borrower Payment		\$306.85	\$25,233.27
1/27/2022	1021		Borrower Payment		\$292.62	\$25,525.89
1/27/2022	1872		Borrower Payment		\$371.90	\$25,897.79
1/28/2022	10049		Borrower Payment		\$245.00	\$26,142.79
1/28/2022	352024063		Borrower Payment		\$40.08	\$26,182.87
1/29/2022	0000010020		Borrower Payment		\$242.83	\$26,425.70
1/31/2022	2396		Borrower Payment		\$290.61	\$26,716.31
1/31/2022	748364461		Borrower Payment		\$316.40	\$27,032.71
1/31/2022	ACH0011350		Borrower Payment		\$561.11	\$27,593.82
1/31/2022	ACH0011350		Borrower Payment		\$561.11	\$28,154.93
1/31/2022	ACH0011350		Borrower Payment		\$561.11	\$28,716.04
1/31/2022	ACH0011350		Borrower Payment		\$561.11	\$29,277.15
1/31/2022	ACH0011351		Borrower Payment		\$255.53	\$29,532.68
1/31/2022	14		--- Void ---		\$0.00	\$29,532.68
1/31/2022	15		--- Void ---		\$0.00	\$29,532.68
1/31/2022	16		--- Void ---		\$0.00	\$29,532.68
1/31/2022	17		Lender Check	\$29,532.68		\$0.00
				\$29,532.68	\$29,532.68	

OUTSTANDING CHARGES AND ADVANCES								
Date of Charge	Reference	Type	Description	Interest Rate	Loan Account	Original Amount	Amount Owed To You	Amount You Owe
						\$0.00	\$0.00	\$0.00

EXHIBIT C

							Lns. Closed	Program Int.			# Closed	Principal Out.		Repay	Loss									
Capital Investment 2009	\$ 350,000						\$1,771,784	\$ 144,867		48	\$ 1,001,951		\$ 788,260		\$ -									
Additional Funds 2010	\$ 280,000																							
Additional Funds 2019	\$ 250,000																							
Total Investment	\$ 880,000																							
Funds Available	\$ 41,342																							
Yr. 2009		Origin	(0-60)	(61-80)	(81-120)	(121+)									as of 12/31/2020									
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000	5 5				142%	3/16/2009	2		no	97%	41%	EHOP	\$ -	\$ 40,000	\$ 8,484		9/3/2015			2,327			
	\$ 40,000	5				182%	3/23/2009	1		no	93%	35%	EHOP	\$ -	\$ 40,000			5/28/2015			2,225			
	\$ 40,000	5 5				166%	3/24/2009	2		no	90%	23%	EHOP	\$ -	\$ 40,000	\$ 1,809		7/16/2015			2,272			
	\$ 32,475	4 5			95%		5/13/2009	2	1	no	97%	38%	EHOP	\$ -	\$ 32,475	\$ 7,274		1/21/2016			2,408			
	\$ 20,000	5			81%		11/13/2009	2	2	no	100%	23%	EHOP	\$ -	\$ 20,000	\$ 690		11/6/2017			2,873			
	\$ 40,000	5			88%		11/17/2009	1	2	yes	94%	42%	EHOP-Refi	\$ 40,000							4,056			
	\$ 40,000	5 5			176%		11/24/2009	2		no	90%	28%	EHOP	\$ 40,000							4,049			
	\$ 24,350	5			100%		11/24/2009	1		no	98%	39%	EHOP	\$ -	\$ 24,350	\$ 7,119		12/13/2018			3,259			
Total	\$ 276,825		0	0	4	4		13	5		95%	34%		\$ 80,000	\$ 196,825	\$ 25,376	\$ -			Average	2,934			
Yr. 2010		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 21,348	5		61%			12/6/2010	1		no	90%	38%	EHOP	\$ -	\$ 21,348	\$ 2,276		7/11/2014			1,295			
Total	\$ 21,348		0	1	0	0		1	0		90%	38%		\$ -	\$ 21,348	\$ 2,276	\$ -			Average	1,295			
Yr. 2011		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000	5 5				202%	1/21/2011	2		no	90%	39%	EHOP	\$ 13,427	\$ 45,000						3,632			
	\$ 39,500	5			100%		8/26/2011	2	3	no	94%	24%	EHOP	\$ -	\$ 39,500	\$ -		9/2/2014			1,086			
	\$ 40,000	4			121%		9/23/2011	2	2	no	90%	34%	EHOP	\$ -	\$ 40,000	\$ 8,628		7/3/2013			640			
	\$ 40,000	5			95%		9/30/2011	1		no	97%	40%	EHOP	\$ -	\$ 40,000	\$ 27,432		9/22/2015			1,432			
Total	\$ 159,500		0	0	2	2		7	5		93%	34%		\$ 13,427	\$ 164,500	\$ 36,060	\$ -			Average	1,698			
Yr. 2012		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
Total	\$ -		0	0	0	0		0	0					\$ -	\$ -	\$ -	\$ -			Average				
Yr. 2013		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000	5			112%		3/1/2013	2	2	no	94%	35%	EHOP	\$ -	\$ 40,000	\$ 11,449		4/24/2015			773			
	\$ 34,000	5			120%		3/19/2013	1		no	94%	25%	EHOP	\$ -	\$ 34,000	\$ 25,500		9/1/2016			1,242			
	\$ 22,000	5		74%			10/23/2013	1	0	no	10%	37%	EHOP	\$ 22,000							2,640			
Total	\$ 96,000		0	1	2	0		4	2		66%	32%		\$ 22,000	\$ 74,000	\$ 36,949	\$ -			Average	1,552			
Yr. 2014		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			

	\$ 40,000.0	5	5			115%		4/21/2014	2	0	no	97%	34%	EHOP		\$ -	\$ 40,000	\$ 9,169		12/28/2015				607
	\$ 40,000.0	8	8			150%		4/30/2014	2	2	no	87%	23%	EHOP		\$ 40,000								2,453
	\$ 38,250.0	5				94%		5/22/2014	1		yes	95%	41%	EHOP		\$ 38,250								2,431
	\$ 40,000.0	2	2			103%		7/29/2014	2	0	no	95%	33%	EHOP		\$ 40,000								2,364
Total	\$158,250.0			0	0	3	1		7	2		94%	33%			\$ 118,250	\$ 40,000	\$ 9,169	\$ -			Average		1,964
Yr. 2015		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000	5	5			120%	4/23/2015	2	1	no	89%	37%	EHOP	\$ -	\$ 40,000	\$ 13,689		9/14/2020					1,941	
	\$ 28,969	5	5			336%	8/25/2015	2	3	no	90%	16%	EHOP	\$ -	\$ 28,969	\$ 1,014		11/7/2016					432	
	\$ 23,300	5				112%	10/27/2015	1		no	97%	38%	EHOP	\$ 23,300									1,916	
	\$ 22,618	5			66%		11/10/2015	1		no	90%	28%	EHOP	\$ -	\$ 22,618	\$ 5,711		11/13/2020					1,803	
	\$ 40,000	5	5			177%	12/15/2015	2		no	87%	36%	EHOP	\$ 40,000									1,868	
Total	\$ 154,887			0	1	2	2	8	4		91%	31%		\$ 63,300	\$ 91,587	\$ 20,414	\$ -			Average		1,592		
Yr. 2016		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 18,405	5				86%	1/4/2016	1		no	90%	30%	EHOP	\$ 18,405									1,849	
	\$ 30,066	5	5			125%	6/8/2016	2	1	no	96%	38%	EHOP	\$ 30,066									1,695	
	\$ 40,000	5				81%	10/19/2016	1		no	97%	43%	EHOP	\$ -	\$ 40,000			7/21/2017					272	
	\$ 29,068	5				86%	11/7/2016	1		no	90%	41%	EHOP	\$ 29,068									1,546	
Total	\$ 117,539			0	0	3	1	5	1		93%	38%		\$ 77,539	\$ 40,000	\$ -	\$ -			Average		1,341		
Yr. 2017		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000.0	5	2			182%	1/9/2017	2		no	100%	37%	EHOP	\$ -	\$ 40,000	\$ 5,543		11/29/2018					680	
	\$ 40,000.0	5	5			129%	2/22/2017	2		no	92%	38%	EHOP	\$ 40,000									1,441	
	\$ 40,000.0	5	5			178%	6/5/2017	2		no	95%	34%	EHOP	\$ -	\$ 40,000	\$ 1,182		5/6/2020					1,051	
	\$ 40,000.0	5	5			119%	6/27/2017	2		no	96%	36%	EHOP	\$ 40,000									1,316	
	\$ 40,000.0	5				183%	8/25/2017	1		no	77%	45%	EHOP	\$ 40,000									1,258	
	\$ 33,500.0	8	8			91%	3/30/2018	2	1	no	90%	43%	EHOP	\$ 33,500									1,043	
Total	\$233,500.0			0	0	2	4	11	1		92%	39%		\$ 153,500	\$ 80,000	\$ 6,725	\$ -			Average		1,132		
Yr. 2018		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 35,000	8				137%	8/10/2018	1	1	no	94%	26%	EHOP	\$ 35,000									913	
	\$ 40,000	5				147%	8/29/2018	1		no	96%	42%	EHOP	\$ -	\$ 40,000	\$ 4,263		10/2/2020					753	
Total	\$ 75,000			0	0	0	2	2	1		95%	34%		\$ 35,000	\$ 40,000	\$ 4,263	\$ -			Average		833		
Yr. 2019		Origin	(0-60)	(61-80)	(81-120)	(121+)																		
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age			
	\$ 40,000	5				102%	1/29/2019	1		no	32%	22%	EHOP	\$ 40,000									744	
	\$ 40,000	5	5			168%	2/11/2019	2		no	96%	34%	EHOP	\$ 40,000									732	
	\$ 30,600	5			78%		6/3/2019	1		no	64%	40%	EHOP	\$ 30,600									620	
	\$ 40,000	8	8			103%	8/8/2019	2	2	no	89%	25%	EHOP	\$ 40,000									555	
	\$ 28,435	5			68%		9/18/2019	1		no	72%	39%	EHOP	\$ 28,435									515	
	\$ 40,000	1				99%	10/4/2019	1		no	68%	40%	EHOP	\$ 40,000									499	
Total	\$ 219,035			0	2	3	1	8	2		70%	33%		\$ 219,035	\$ -	\$ -	\$ -			Average		611		

Yr. 2020																					
		Origin	(0-60)	(61-80)	(81-120)	(121+)															
Name	Loan Amt.	Code	% AMI	% AMI	% AMI	% AMI	Closed	Adults	Child.	Single HHld	LTV	Ratio	DAP	Current Balance	Payoffs	Interest	Loss	Date	First Mortgage	Originator	Age
	\$ 40,000	5	5			104%	170%	1/24/2020	2		no	75%	29%	EHOP	\$ -	\$ 40,000	\$ 3,637		11/24/2020		300
	\$ 75,000	5	5					4/17/2020	2	2	no	97%	47%	EHOP	\$ 75,000						306
	\$ 75,000	8	8				206%	4/15/2020	2		no	90%	38%	EHOP	\$ 75,000						308
	\$ 40,000	5	5				130%	5/28/2020	2		no	87%	28%	EHOP	\$ 40,000						265
	\$ 29,900	5			75%			6/5/2020	1		no	83%	36%	EHOP	\$ 29,900						258
Total	\$ 259,900			0	1	1	3		9	2		86%	36%		\$ 219,900	\$ 40,000	\$ 3,637	\$ -			287
Statistics																					
Avg Loan Amount	\$36,912.18						Total # of Individuals Served	100				AMI Totals						Principal Outstanding		Loss Rate	# per yr.
Average AMI %	126%						Number of Children	25				0-60%	0					2009	\$ 80,000	0.00%	8
Avg Family Size	2						Total # Loans	48				61-80%	6					2010	\$ -	0.00%	1
Single HHld	2						# Foreclosures	0				81-120%	22					2011	\$ 13,427	0.00%	4
							Average Age of Loan (days)	1,478				121%+	20					2012	\$ -	0.00%	0
							# of Repayments	22										2013	\$ 22,000	0.00%	3
Demographics																		2014	\$ 118,250	0.00%	4
White non Hispanic	56																	2015	\$ 63,300	0.00%	5
Black non Hispanic	0																	2016	\$ 77,539	0.00%	4
American Indian	1																	2017	\$ 153,500	0.00%	6
Asian/Pacific Islander	3																	2018	\$ 35,000	0.00%	2
Hispanic	2																	2019	\$ 219,035	0.00%	6
Other	0																	2020	\$ 219,900	0.00%	5
Not Furnished	9																		\$ 1,001,951	0.00%	48

Impact Development Fund

200 E. 7th Street, Suite 412
 Loveland, CO 80537
 (970) 494-2021

2/2/2022

Borrower's Name
 Borrower's Address
 Account: xxx000000

Dear Borrower,

PAYOFF STATEMENT

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	2/23/2022
Maturity Date	11/5/2022
Next Payment Due	3/5/2022
Interest Rate	3.750%
Interest Paid-To Date	2/5/2022
Principal Balance	\$491.93
Unpaid Interest	\$0.00
Accrued Interest From 2/5/2021 To 2/23/2021	\$0.96
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$0.00
Unpaid Charges	\$0.00
Prepayment Penalty	\$0.00
Other Fees	\$0.00
Trust Balance	\$0.00
Payoff Amount	\$492.89

Please add \$0.05 for each additional day past 2/23/2022.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 3/26/2022**, at which time you are instructed to contact this office for additional instructions.

Make disbursement check payable to: **Impact Development Fund**

Sincerely,

970-494-2021
 970-494-2022
 info@impactdf.org



Impact Development Fund

Your Place • Our Passion

200 E. 7th Street, Suite 412, Loveland, CO 80537
(970) 494-2021 (970) 494-2022 Fax

PAYOFF STATEMENT

2/3/2022

First & Last Name
1234 Address Drive
Loveland, CO 80537

Dear Borrower,

You are authorized to use the following amounts to pay off the loans listed below as of 3/1/2022. Future payments will affect the first mortgage balance so please feel free to reach out for updated payoff statements as needed. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

First Mortgage – LOAN123456	\$ 69,561.15
Deed of Trust Release Fee	\$ 28.00
Second Mortgage – Forgivable Loan	\$ 68,258.00
Deed of Trust Release Fee	\$ 28.00
Federal Home Loan Bank Subordinate Mortgage	\$ 0.00
To request a payoff amount, contact Housing and Community Development at 000-000-000	
Release Fee	\$ 13.00
Total Amount Due to	<u>\$ 137,888.15</u>
Beneficiary Use Covenant – Colorado Division of Housing Payable to	\$ 10,000.00
Estimated Deferred Tap Fees Payoff to Colorado Utilities	\$ 8,401.00
Total Payoff Amount Estimate	<u>\$ 156,289.15</u>

The balance of the escrow account will be refunded after closing. We are here to help so if you have any questions or need additional information, please call us.

Sincerely,
Jesse Lemus

Jesse Lemus
Servicing Manager
jesse@impactdf.org

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

PROJECTIONS FOR COMING YEAR

COMPANY
Impact Development Fund 200 E. 7th Street, Suite 412 Loveland CO 80537 (970) 494-2021

ACCOUNT NO.	LOAN123456
STATEMENT DATE	12/29/2021

BORROWER

NEW PAYMENT INFORMATION	
<i>If you have already received your billing statement, please adjust your bill to reflect the new payment amount reflected on this statement.</i>	
Principal and Interest	\$251.00
Escrow Payment	\$353.76
Shortage/Surplus	\$33.68
Deficiency	\$0.00
Other	\$0.00
Payment Amount	\$638.44
Effective Date	1/1/2022

Impact Development Fund analyzes your escrow account annually, in accordance with federal regulations, to ensure we collect sufficient funds to pay escrow items when they are due. The escrow account projection below, is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account. If you have any questions, you may call our loan servicing department at (970) 494-2021. Please, give your account number when making inquiries by telephone or in writing. We urge you to keep this statement with your loan records for comparison with the actual activity in your account at the end of the escrow accounting computation year.

ESCROW ACCOUNT PROJECTIONS FOR COMING YEAR					
Month-Year	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance Projected	Escrow Account Balance Required
			Starting Balance	\$2,773.39	\$3,177.49
Jan-2022	\$353.76	\$1,455.46	Homeowners Insurance	\$1,671.69	\$2,075.79
Jan-2022		\$45.00	HOA Dues	\$1,626.69	\$2,030.79
Feb-2022	\$353.76	\$45.00	HOA Dues	\$1,935.45	\$2,339.55
Mar-2022	\$353.76	\$45.00	HOA Dues	\$2,244.21	\$2,648.31
Apr-2022	\$353.76	\$45.00	HOA Dues	\$2,552.97	\$2,957.07
Apr-2022		\$2,249.57	Property Taxes	\$303.40	\$707.50
May-2022	\$353.76	\$45.00	HOA Dues	\$612.16	\$1,016.26
Jun-2022	\$353.76	\$45.00	HOA Dues	\$920.92	\$1,325.02
Jul-2022	\$353.76	\$45.00	HOA Dues	\$1,229.68	\$1,633.78
Aug-2022	\$353.76	\$45.00	HOA Dues	\$1,538.44	\$1,942.54
Sep-2022	\$353.76	\$45.00	HOA Dues	\$1,847.20	\$2,251.30
Oct-2022	\$353.76	\$45.00	HOA Dues	\$2,155.96	\$2,560.06
Nov-2022	\$353.76	\$45.00	HOA Dues	\$2,464.72	\$2,868.82
Dec-2022	\$353.76	\$45.00	HOA Dues	\$2,773.48	\$3,177.58

Your ending balance from the last month of the account history is \$2,773.39. Your starting balance according to this analysis should be \$3,177.49.

This means you have a shortage of \$404.10. This shortage may be collected from you over a period of 12 months or more unless the shortage is less than 1 escrow payment, in which case we have the additional option of requesting payment within 30 days. We have decided to collect it over the next 12 months.

Your 1/1/2022 mortgage payment will be \$638.44 of which \$251.00 will be for principal and interest and \$387.44 will go into your escrow account.

**RESOLUTION NO. 4
SERIES 2014**

**A RESOLUTION ESTABLISHING A REVOLVING LOAN PROGRAM
WITHIN THE HISTORIC PRESERVATION FUND TO ENCOURAGE
LANDMARK DESIGNATIONS AND REHABILITATION OF HISTORIC
PROPERTIES IN THE CITY OF LOUISVILLE**

WHEREAS, historic properties in the City of Louisville (the "City") are a major contributor to the character and quality of life of the City; and

WHEREAS, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties; and

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue to contribute to the unique character of the City; and

WHEREAS, at the November 4, 2008 election, the voters approved Ballot Issue 2A to levy a one-eighth of one percent (1/8%) sales tax for historic preservation purposes within Historic Old Town Louisville, including a provision for low-interest loans to preserve and rehabilitate eligible properties; and

WHEREAS, City Council by Ordinance No. 1544, Series 2008, imposed the tax approved by the voters, established the Historic Preservation Fund, and codified the financial incentives set forth within Ballot Issue 2A that may be funded by revenues from the tax, including low-interest loans to preserve and rehabilitate eligible properties; and

WHEREAS, the City Council by Resolutions No. 20, Series 2009, No. 20, Series 2010, and No. 2, 2012, created provisions related to the administration and uses of the Historic Preservation Fund; and

WHEREAS, revolving loan funds have been used effectively nationwide for the preservation of historic structures and neighborhoods; and

WHEREAS, the establishment of a revolving loan to encourage the landmarking and rehabilitation of historic structures serves the public purpose of increasing the quality, integrity and permanence of the City's stock of historic landmarks for the enjoyment and benefit of present and future generations of citizens of the City by making available to the owners of properties which are landmarked or subject to a conservation easement

for historic preservation a source of funding for rehabilitation of such structures; and

WHEREAS, the utility and life of the Historic Preservation Fund will be extended by a revolving loan program;

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

In furtherance of the purposes of Louisville Ballot Issue 2A approved in 2008 and Ordinance No. 1544, Series 2008, the following provisions shall be enacted:

Section 1. Creation of a Revolving Loan Program

- a. There is hereby established within the Historic Preservation Fund a revolving loan fund program, utilizing funds from the Historic Preservation Fund as supplemented by private and public donations and grants, interfund loans, and any other appropriate sources of funds, all as from year-to-year appropriated for such purposes.
- b. The historic preservation revolving loan program shall be used to provide low-interest loans for the purposes of preservation, restoration, rehabilitation and protection of properties which are landmarked pursuant to Louisville Municipal Code Chapter 15.36 or subject to a conservation easement to preserve the character of Historic Old Town Louisville.
- c. The City Manager is authorized to issue requests for proposals and enter into contracts for entities to administer the loans from this program.
- d. City staff and the Historic Preservation Commission shall develop applications, informational brochures and other materials necessary to develop and administer the revolving loan program. The City Manager is authorized to adopt written rules for the administration of the loan program, the provisions of which shall be consistent with Ballot Issue 2A and City ordinances and resolutions.

Section 2. Loans from the Revolving Loan Fund

- a. Loan applications shall be submitted to City staff and shall be reviewed by the Historic Preservation Commission at a public meeting. The Commission shall provide its recommendation on the application before final action is taken by City Council.
- b. Loan applications may be submitted and considered in conjunction with grants from the Historic Preservation Fund, respecting the grant limitations established in City Council Resolution No. 2, Series 2012. The Historic Preservation Commission may

- recommend a mixture of loans and grants from the Historic Preservation Fund even if the applicant requested only one type of assistance, and also may recommend one type of assistance where a mixture is requested. City Council may also decide to approve any one or a mixture of loans and grants regardless of the number or types of assistance requested in the application.
- c. Loans shall be in an amount of at least \$500. There is no specific loan limit established in this Resolution, but the Historic Preservation Commission and City Council shall consider the following in setting an amount:
 - i. Current amount of funds in the Historic Preservation Fund and the needs of other projects;
 - ii. The necessity of the work to be performed for the preservation or rehabilitation of the structure and how the proposed work fits into the overall preservation plan for the structure;
 - iii. The availability of other funding sources.
 - d. Interest rates shall be equal to the Wall Street Journal Prime Rate as reported on the date of city acceptance of a complete application. The interest rate may be increased or decreased by City Council at the time of initial approval upon a showing of extraordinary circumstances. Any fees for loan processing shall also be established at the time of the award. The loan repayment schedule shall also be established at the time of the award; provided, however, that all loans shall include a due-on-sale clause providing that any outstanding balance on the loan shall be paid in full upon sale or transfer of the property.
 - e. As provided by Section 3.b.ii of City Council Resolution No. 20, Series 2009:
 - i. All loan payments shall return to the Historic Preservation Fund.
 - ii. A loan agreement is required for all loans, with a guarantee by the borrower and individual guarantees as the City in its discretion may require.
 - iii. The loan agreement may include a provision for default and acceleration if the completed work is not as contemplated by the conditions of the loan.
 - iv. The loan agreement may further provide that if the work is not completed in compliance with the conditions of the loan, the loan amount shall be due forthwith, with interest.
 - v. Payment under the loan agreement shall additionally be secured by a lien filed against the subject property.
 - vi. Costs of collecting any loan shall be charged to the Historic Preservation Fund.

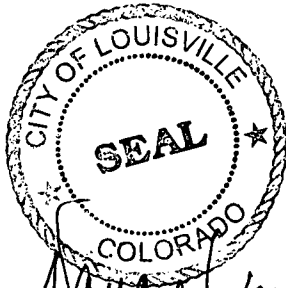
- f. In connection with the processing of loan requests, the City may require such information as is reasonably necessary to determine the state of title to and encumbrances upon the subject property, the creditworthiness of the proposed borrower(s), and other matters relevant to loan award and repayment criteria. The City or loan program administrator may require applicants provide written consents to obtain such information.
- g. Receipt of any loans, grants or other incentives shall require that the structure be landmarked pursuant to Louisville Municipal Code Chapter 15.36, or if not eligible for landmarking, that the owner grant the City a conservation easement to preserve the outside appearance of the structure or other historic attributes of the structure or site.
- h. Loans are available for the following purposes:
 - i. Preservation and restoration: These projects include measures directed towards sustaining the existing form, integrity, and materials of a historic property, including preliminary measures to protect and stabilize the property. Up to 10% of a loan may be used for one-time actions considered routine maintenance. Routine maintenance includes painting, refinishing and exterior cleaning.
 - ii. Rehabilitation: These projects include measures directed toward adapting a property to make efficient contemporary use of it while sensitively preserving the features of the property, which are significant to its historical, architectural, and cultural values. Sensitive rehabilitation or upgrading of mechanical, electrical, and plumbing systems and other code-required work to make the property functional is appropriate within a rehabilitation project. This category also includes the restoration of a property to a specific, significant point in its history.
 - iii. Pre-development: These projects include assessments of past and present historical features of a property for the purpose of properly and adequately documenting these characteristics. This includes assessing the physical condition of any existing historic features. Loans for this purpose will be available to individuals desiring to do restoration and renovation projects.
 - iv. Loan funds may not be used for interior improvements other than for protection, stabilization, or code-required work specified in items i or ii above.
- i. A structural assessment shall be required pursuant to Section 2 of Resolution No. 2, Series 2012, before an applicant may apply for a loan.
- j. Loan funds may be awarded only for projects to be completed on landmarked portions of a property.
- k. When required by Louisville Municipal Code Chapter 15.36, and as a condition of loan approval, an alteration certificate shall be

obtained prior to the start of any work on the project for which loan funds are awarded.

Section 3. Loan Program Funding

- a. All loans shall be funded solely from those funds held within the Historic Preservation Fund for such purposes, and all loans shall be expressly contingent upon the availability of funds.

PASSED AND ADOPTED this 21ST day of January, 2014.



Nancy Varra
Nancy Varra, City Clerk

Robert P. Muckle
Robert P. Muckle, Mayor

**RESOLUTION NO. 21
SERIES 2016**

**A RESOLUTION AMENDING RESOLUTION NO. 4, SERIES 2014, A RESOLUTION
ESTABLISHING A REVOLVING LOAN PROGRAM WITHIN THE HISTORIC
PRESERVATION FUND TO ENCOURAGE LANDMARK DESIGNATIONS AND
REHABILITATION OF HISTORIC PROPERTIES IN THE CITY OF LOUISVILLE**

WHEREAS, the City has previously adopted Resolution No. 4, Series 2014, a resolution establishing a revolving loan program within the Historic Preservation Fund to encourage landmark designations and rehabilitation of historic properties in the City of Louisville; and

WHEREAS, the Louisville Historic Preservation Commission has forwarded to the City Council recommended amendments to Resolution No. 4, Series 2014 as set forth herein in order to implement the City's revolving loan program.

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

Section 1. Subsections a, b, c and j of Section 2 of Resolution No. 4, Series 2014 are hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Section 2. Loans from the Revolving Loan Fund

a. Loan requests ~~applications~~ shall be submitted to City staff and shall be reviewed by the Historic Preservation Commission at a public meeting. The Commission shall provide its recommendation on the application before final action is taken by City Council.

b. Loan requests ~~applications~~ may be submitted and considered in conjunction with grants from the Historic Preservation Fund, respecting the grant limitations established in City Council Resolution No. 2, Series 2012. The Historic Preservation Commission may recommend a mixture of loans and grants from the Historic Preservation Fund even if the applicant requested only one type of assistance, and also may recommend one type of assistance where a mixture is requested. City Council may also decide to approve any one or a mixture of loans and grants regardless of the number or types of assistance requested in the request application.

c. Loans shall be in an amount of at least \$2,500 ~~\$500~~. There is no specific loan limit established in this Resolution, but the Historic Preservation Commission and City Council shall consider the following in setting an amount:

- i. Current amount of funds in the Historic Preservation Fund and the needs of other projects;

- ii. The necessity of the work to be performed for the preservation or rehabilitation of the structure and how the proposed work fits into the overall preservation plan for the structure;
- iii. The availability of other funding sources.

. . . [Section 2 d. to stay the same].

e. As provided by Section 3. b. ii of City Council Resolution No. 20, Series 2009:

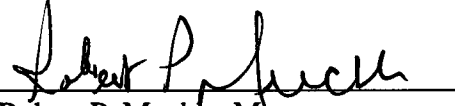
- i. All loan payments shall return to the Historic Preservation Fund.
- ii. A loan agreement is required for all loans, with a guarantee by the borrower and individual guarantees as the City in its discretion may require.
- iii. The loan agreement may include a provision for default and acceleration if the completed work is not as contemplated by the conditions of the loan.
- iv. The loan agreement may further provide that if the work is not completed in compliance with the conditions of the loan, the loan amount shall be due forthwith, with interest.
- v. Payment under the loan agreement shall additionally be secured by a promissory note and deed of trust or similar instruments acceptable to the City establishing a lien against the subject property.
- vi. Costs of collecting any loan shall be charged to the Historic Preservation Fund.

. . . [Section 2 f. – i. to stay the same].

j. Loan funds may be awarded only for projects to be completed on landmarked portions of a property or for projects for which a conservation easement will be granted over the site or structure (or portion thereof) of historical significance.

[Remainder of Section 2 to stay the same].

PASSED AND ADOPTED this 3rd day of May, 2016.


Robert P. Muckle, Mayor

ATTEST:


Carol Hanson, Acting City Clerk



**RESOLUTION NO 17
SERIES 2019**

**A RESOLUTION REPEALING RESOLUTIONS IMPLEMENTING THE HISTORIC
PRESERVATION FUND BY REENACTING INTO A SINGLE RESOLUTION
INCORPORATING ALL PREVIOUS RESOLUTIONS, PROVIDING UPDATES FOR
THE RECENT BALLOT MEASURE, AND INCREASING CERTAIN INCENTIVES**

WHEREAS, historic properties and buildings of character in the City of Louisville (the "City") are major contributors to the character and quality of life of our City; and

WHEREAS, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties, and

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue to contribute to the unique character of the City; and

WHEREAS, at the November 4, 2008 election, the voters approved Ballot Issue 2A to levy a one- eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville through December 31, 2018, and

WHEREAS, at the November 2, 2010 election, the voters approved a Ballot Issue 2D to levy a permanent use tax of 3.50%, to supersede the City's then-current use tax, of which one-eighth of one percent (1/8%) of the use tax was dedicated to historic preservation purposes consistent with Ballot Issue 2A, and

WHEREAS, at the November 7, 2017 election, the voters approved a Ballot Issue 2F, which extended the expiration date of the temporary sales tax of one-eighth of one percent for historic preservation from December 31, 2018 to December 31, 2028, and

WHEREAS, City Council by Ordinances No 1544, Series 2008 and No 1743, Series 2017 imposed the tax approved by the voters, established the Historic Preservation Fund ("HPF"), and codified the financial incentives set forth within Ballot Issues 2A (2008), 2D (2010), and 2F (2017); and

WHEREAS, City Council by Resolution No. 20, Series 2009, Resolution No 20, Series 2010, Resolution No 2, Series 2012, and Resolution No. 2, Series 2014, adopted provisions related to the administration and uses of HPF, and established grant programs and incentives to assist property owners in the rehabilitation and restoration of historic properties and new buildings of character; and

WHEREAS, City Council by Resolution No 4, Series 2014, Resolution No. 21, Series 2016, adopted resolutions establishing a revolving loan program within the HPF to encourage landmark designations and rehabilitation of historic properties in the City of Louisville; and

WHEREAS, a core value of the City in the 2013 Comprehensive Plan promotes: "*A Connection to the City's Heritage* where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and

agricultural past.” and enhancing the allowed historic preservation incentives strengthens the City's connection to its heritage; and

WHEREAS, a second core value of the City in the 2013 Comprehensive Plan promotes. *“Unique Commercial Areas and Distinctive Neighborhoods where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.”* and expanding the allowed historic preservation incentives will promote and strengthen the unique individual character of Louisville; and

WHEREAS, the City Council desires to increase the maximum amounts of certain Historic Preservation incentives to best serve the City's core values, and

WHEREAS, the City Council desires to update the provisions related to the City's Historic Preservation incentives and to merge all previous administrative provisions into this single Resolution.

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

Section 1. Historic Preservation Fund.

There exists a Historic Preservation Fund (“HPF”) in the City of Louisville, as established by Ordinance 1544, 2008 and amended by Ordinance 1743, 2017

- a. The HPF shall be funded by:
 - i. Proceeds from the 1/8% sales tax established by 2008 Louisville Ballot Issue 2A and Ordinance 1544, Series 2008 and extended by Louisville Ballot Issue 2F and Ordinance 1743, Series 2017,
 - ii. Proceeds from the allocation of 1/8% use tax for historic preservation, as established by Louisville Ballot Issue 2D and Ordinance 1575, Series 2010;
 - iii. Private and public donations, bequests, grants and funding from other sources made to the City for historic preservation purposes,
 - iv. Interfund loans from the City of Louisville; if approved by ordinance; and
 - v. Earnings on such amounts as may be deposited in the HPF
- b. The City of Louisville Historic Preservation Commission (the “Commission”) shall make recommendations regarding expenditures from the HPF, but final action shall be taken by City Council by resolution, provided that after January 1, 2019, any expenditure of funds outside historic Old Town Louisville is approved by the affirmative vote of not less than five members of the entire City Council. The HPF should be managed to achieve maximum preservation of historic structures and the character of historic Louisville.
- c. The Commission shall submit an annual statement of goals and recommendations to City Council, and may supplement, modify or update this document throughout the year as necessary
- d. As further detailed in the Sections below, the uses of the HPF shall be consistent with the following funds or purposes.

1. Administrative Funds,
- ii. Contingency/Emergency Reserve Funds,
- iii. Sales and Use Tax Proceeds to Support the Operations and Maintenance of the Louisville Museum Campus,
- iv Acquisitions Funds, and
- v Incentives for Historic Preservation, to Preserve Character, and for New Construction, including grants and loans.

Section 2. Administrative Funds.

Administrative Funds shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to

- a. Historical building surveys, other site surveys or reconnaissance-level or intensive-level historic and architectural surveys,
- b Staff to support the Commission and City activities in administering programs funded by the tax, including, but not limited to, interns, preservation planners, staff to conduct research for demolition review functions by the Commission and to assist vendors in conducting historic preservation surveys, and other support staff;
- c. Plaques or other designations to honor structures that are landmarked or add to the character of historic Louisville
- d. Public outreach and education efforts; and
- e. Funding of public-private partnerships for preservation of buildings of historic significance

Section 3. Contingency/Emergency Reserve Funds.

In the first year of the existence of the HPF, 20% of the funds of the HPF shall be placed in a Contingency/Emergency Reserve. On an annual basis, the Commission and City Council shall reevaluate how much should be allocated to this Reserve. These funds shall be accessed only for incentives or acquisitions that become necessary due to exigent circumstances, upon the recommendation of the Commission and approval of City Council. "Exigent circumstances" for purposes of this section shall mean that the Commission has determined, with concurrence of City Council, that without urgent action, significant damage will be done to the historic fabric or character of Louisville.

Section 4. Operation and Maintenance for the Louisville Museum Campus

As of January 1, 2019, no more than twenty percent (20%) of the net annual city fiscal year proceeds of the one-eighth percent sales and use tax for historic preservation shall be used or the operation and maintenance of the Louisville Museum Campus.

Section 5. Acquisitions Funds.

Use of Acquisition funds of the HPF shall include, but not be limited to

- a. The purchase of historic properties or properties which contribute to the historic character of Louisville. These properties, if eligible, shall be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code and if not eligible, shall have a conservation easement placed upon them to preserve the outside appearance of the structure or other historical attributes of the structure or site. Prior to the purchase of any property, a financial risk analysis shall be conducted, although City Council may base its approval on considerations other than financial. The City may perform any restoration or rehabilitation work necessary on properties the City acquires, subject to availability of funds therefor, and may then sell the properties unless retained for a municipal purpose. A conservation easement for historic preservation purposes may be placed on the property prior to or in connection with any sale. Any loss and any costs resulting from the acquisition, rehabilitation and sale of the property shall be charged to the HPF, while any profits shall be deposited to the HPF, and
- b. The purchase of conservation easements to protect the appearance of structures that contribute to the character of historic Louisville. Easements funded by the City may be held solely by the City or jointly with another governmental entity or a third-party non-profit preservation organization.

Section 6. Loan Program Funds

All loans shall be funded solely from those funds held within the HPF for such purposes, and all loans shall be expressly contingent upon the availability of funds.

Section 7 Grant program to conduct structural assessments of eligible structures.

Prior to any structure being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or the establishment of a conservation easement, the property will undergo a building assessment to develop a preservation plan to establish priorities for the maintenance of the property

- a. At a regular meeting, the Commission shall review the building history, application, and other relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking under the criteria in § 15.36 050 of the Louisville Municipal Code. If probable cause is not found by the Commission, a building assessment grant will not be issued. If probable cause is found by the Commission, the owner of the property shall be eligible for a building assessment grant in an amount up to \$4,000 for residential properties and \$9,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment. A finding of probable cause is solely for purposes of action on the building assessment grant request, and does not guarantee any outcome at subsequent hearings by the Commission or City Council.
- b. The assessment shall be conducted by a qualified consultant under contract with the City, or by a qualified consultant of the owner's choosing. A qualified consultant should have significant experience in the field of historic preservation and should be a practicing

architect, engineer, planner, or similar profession. The City shall be provided a copy of any assessment for which grant funds are awarded.

- c. An exception to the requirement for a building assessment prior to landmarking or the establishment of a conservation easement may be granted by the Commission for good cause.
- d. Owners of properties landmarked prior to City Council Resolution 2 Series 2014 who have not received grant funds for a structural assessment and are eligible to receive preservation grant funds through the resolutions in effect at the time of their landmarking approval may request building assessment grants in an amount up to \$4,000 for residential properties and \$9,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment.

Section 8. Residential grants for preserving, restoring, rehabilitating, or protecting landmarked property

For a period of 36 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code the owner of the property shall be eligible for a grant from the HPF in the amount of up to \$45,000 for residential structures.

Grants may be approved under any of the following categories, however grant funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

- a. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
- b. **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
- c. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

The first \$5,000 of the grant will be an unmatched incentive grant as a landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. The remaining \$40,000 shall be conditioned based on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services for approved work based on the completed structural assessment and deemed eligible for a grant from the HPF. Eligible work will fall under the preservation, rehabilitation, or restoration categories described above.

Applicants must complete the work covered by any grants and submit their reimbursement requests within 60 months of the landmark declaration. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee consisting of a designated staff person and two randomly selected members of the commission. If the request for timeline extension is not approved unanimously, the request forwarded to the full commission for consideration at a public meeting.

Section 9 Commercial grants for preserving, restoring, rehabilitating, or protecting landmarked property

For a period of 36 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code the owner of the property shall be eligible for a grant from the HPF in the amount of up to \$200,000 for commercial structures. The grant timeframes may be extended based on the procedures in Sec. 6 below

Grants may be approved under any of the following categories, however grant funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

- a. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
- b. **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
- c. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

The first \$50,000 of the grant will be an unmatched incentive grant as a landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. The remaining \$150,000 shall be conditioned based on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services for approved work based on the completed structural assessment and deemed eligible for a grant from the HPF. Eligible work will fall under the preservation, rehabilitation, or restoration categories described above.

Applicants must complete the work covered by any grants and submit their reimbursement requests within 60 months of the landmark declaration. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee consisting of a designated staff person and two randomly selected members of the commission. If the request for timeline

extension is not approved unanimously, the request will be forwarded to the full commission for consideration at a public meeting.

Section 10. Residential new construction grants.

Owners of landmarked property on which additions to existing residential structures are proposed are eligible for matching grants of up to \$15,000 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.

Section 11 Commercial new construction grants.

Owners of landmarked property on which new commercial structures or additions to existing commercial structures are proposed are eligible for grants of up to \$75,000 for new commercial construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, preserves pedestrian walkways between buildings, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must limit building height to two stories or match the existing height of the historic building if more than two stories, and have a floor area ratio (FAR) 20% below what is allowed by zoning.

Section 12. Maximum grant amounts, time limits, and procedures

The maximum combined amount of incentive and grant funding from the HPF that any property may receive is limited to the following:

- a. \$49,000 per property for a residential structure with landmark status
 - i. \$4,000 structural assessment
 - ii. \$5,000 landmark incentive grant
 - iii. \$40,000 matching grant
- b. \$209,000 per property for a commercial structure with landmark status
 - i. \$9,000 structural assessment
 - ii. \$50,000 landmark incentive grant
 - iii. \$150,000 matching grant
- c. \$15,000 matching grant for eligible new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating the new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.
- d. \$75,000 grant for eligible new commercial construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, preserves pedestrian walkways between buildings, and protects the historic integrity of

the property and its environment by differentiating the new work from the old. Qualifying new construction must limit building height to two stories or match the existing height of the historic building if more than two stories, and have a floor area ratio (FAR) 20% below what is allowed by zoning.

To be considered for incentives funding, the owner must complete an application and submit it to the Commission, together with sufficient building plans, if appropriate. Applications may be submitted at any time. Applications shall initially be reviewed by Commission staff, followed by a recommendation to the Commission. The Commission shall make a recommendation to City Council for final action. Any recommendation by the Commission may be to grant some, all or none of the requested incentives. If the Commission recommendation is to grant the requested incentives in whole or part, it shall also forward recommendations regarding the terms of an agreement which must be met for receipt of the incentives. All recommendations are subject to approval, rejection and/or modification by City Council, and City Council may return recommendations for further information or review. All incentives are subject to budgetary requirements and considerations, including review of amounts currently and foreseeably available in the HPF and appropriation in the discretion of City Council. Additions to existing structures may qualify for incentives if so recommended by the Commission and approved by City Council.

- a. Applications for incentive and grant funds must be received by the Planning Department within 36 months of the date a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code.
- b. Reimbursement requests for completed work approved for grant funding must be received within 60 months of a property being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code.
- c. These grant limitations described above may be exceeded upon recommendation of the Commission and approval by City Council upon a showing of extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties. Any grant exceeding the above limitations shall be conditioned on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services that are integral to the project that is deemed eligible for a grant from the HPF.
- d. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee of the Historic Preservation Commission consisting of a designated staff person and two randomly selected members of the Commission. If the request for timeline extension is not approved unanimously, the request will be forwarded to the full Commission for consideration at a public meeting.
- e. Any time extensions due to extraordinary circumstances that exceed the 36 month cap for grant applications or the 60 month cap for reimbursement requests may require an update to the existing Historic Structure Assessment described in Section 1 if the necessary work has changed in that time period or if the applicants are proposing work not identified in the Historic Structure Assessment. If deemed necessary, this update will be completed at the expense of the applicant.

- f. Owners of properties landmarked prior to enactment of this resolution shall have access to the grant funds available through the resolutions in effect at the time of landmarking approval. Such owners may also apply for additional grants through the extraordinary circumstances process described above.
- g. The Commission will review all grant applications and make recommendations to the City Council for approval or disapproval. The City Council may approve, deny, or return a proposal to the Commission for further information.
- i. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants may be revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the Commission and approved by City Council, including approval by not less than five members of City Council for grants outside Old Town Louisville.
- h. An applicant may request that the value of stabilization, restoration or preservation work completed on the structure prior to landmarking be considered as a credit against the matching requirement of this Section. Credit for such previously completed work is at the discretion of the City Council. Credit may only be considered under the following circumstances.
 - i. Only work completed within five years prior to the effective date of landmarking may be considered for potential credit against the matching requirement.
 - ii. The work previously performed was for stabilization, restoration, or preservation of the historic structure. No landscaping or site work may be considered for potential credit against the matching requirement. No interior work, except for structural work, sensitive upgrading of mechanical, electrical, and plumbing systems, and other code-required work to make the property functional, may be considered for potential credit against the matching requirement.
 - iii. Consideration for credit against the matching requirement may only be given to costs of previously completed work which is documented by paid receipts or invoices. The applicant shall provide the City with complete copies of all such receipts or invoices together with proof of payment, and shall also provide any available supporting documentation upon City request. The request for consideration of previously completed work shall also be accompanied by applicant's written certification that the work for which credit is requested was completed and the costs thereof were incurred and paid, and that the information in such request is true and accurate to the best of applicant's knowledge and belief. The value of in-kind services completed by the applicant shall not be considered.
 - iv. The amount of credit given for any previously completed work shall be determined by the City Council with input from the Commission, considering such factors as the nature, extent and useful life of the work, the time it was completed, the appreciated or depreciated value of the work, and such other factors as determined relevant.

Section 13. Incentive grants to encourage conservation easements on properties which contribute to the character, historical or architectural merit in Downtown Louisville and which are not eligible to be landmarked.

- a. For a period of 18 months from when a property is designated by the City Council as a structure of merit, the owner of the property shall be eligible for a grant from the HPF in the amount of up to \$50,000. These grants are available for:
 1. Preserving, rehabilitating, restoring or protecting the property
 - i. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
 - ii. **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
 - iii. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
 - ii. Offsetting costs of preserving the structural merit of a building that is being expanded pursuant to Sections 17.16.280 and 17.28.050 of the Louisville Municipal Code.
- b. Grant funding may only be expended for the activities listed in this section for those portions of a property designated to be a structure of merit.

Section 14. Creation of a Revolving Loan Program.

- a. There is hereby established within the HPF a revolving loan fund program, utilizing funds from the HPF as supplemented by private and public donations and grants, interfund loans, and any other appropriate sources of funds, all as from year-to-year appropriated for such purposes.
- b. The historic preservation revolving loan program shall be used to provide low-interest loans for the purposes of preservation, restoration, rehabilitation and protection of properties which are landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code or subject to a conservation easement to preserve the character of historic Louisville.

- c. The City Manager is authorized to issue requests for proposals and enter into contracts for entities to administer the loans from this program.
- d. City staff and the Commission shall develop applications, informational brochures and other materials necessary to develop and administer the revolving loan program. The City Manager is authorized to adopt written rules for the administration of the loan program, the provisions of which shall be consistent with Ballot Issues 2A, 2D and 2F and City ordinances and resolutions.

Section 15. Loans from the Revolving Loan Fund.

Loan requests applications shall be submitted to City staff and shall be reviewed by the Commission at a public meeting. The Commission shall provide its recommendation on the application before final action is taken by City Council. Final action on loans awarded to property outside historic Old Town Louisville shall be approved by not less than five Council Members.

Loan requests applications may be submitted and considered in conjunction with grants from the Historic Preservation Fund, respecting the grant limitations established herein. The Commission may recommend a mixture of loans and grants from the HPF even if the applicant requested only one type of assistance, and also may recommend one type of assistance where a mixture is requested. City Council may also decide to approve any one or a mixture of loans and grants regardless of the number or types of assistance requested in the request application. A mixture of loans and grants awarded to property outside historic Old Town Louisville shall be approved by not less than five Council Members.

Loans shall be in an amount of at least \$2,500. There is no specific loan limit established in this Resolution, but the Commission and City Council shall consider the following in setting an amount:

- a. Current amount of funds in the HPF and the needs of other projects,
- b. The necessity of the work to be performed for the preservation or rehabilitation of the structure and how the proposed work fits into the overall preservation plan for the structure;
- c. The availability of other funding sources.

Interest rates shall be equal to 2% below the Wall Street Journal Prime Rate as reported on the date of city acceptance of a complete application, not to go below 1%. The interest rate may be increased or decreased by City Council at the time of initial approval upon a showing of extraordinary circumstances. Any fees for loan processing shall also be established at the time of the award. The loan repayment schedule shall also be established at the time of the award, provided, however, that all loans shall include a due-on-sale clause providing that any outstanding balance on the loan shall be paid in full upon sale or transfer of the property.

In connection with the processing of loan requests, the City may require such information as is reasonably necessary to determine the state of title to and encumbrances upon the subject property, the creditworthiness of the proposed borrower(s), and other matters relevant to loan

award and repayment criteria. The City or loan program administrator may require applicants provide written consents to obtain such information.

Receipt of any loans, grants or other incentives shall require that the structure be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code, or if not eligible for landmarking, that the owner grant the City a conservation easement to preserve the outside appearance of the structure or other historic attributes of the structure or site.

Loan funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

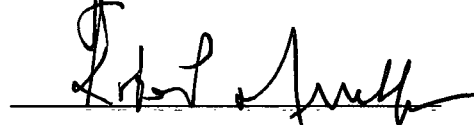
Loans may be approved under any of the following categories.

- a. **Preservation.** the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
- b. **Rehabilitation.** the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
- c. **Restoration.** the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

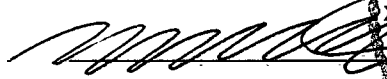
Section 16. Repeal and Reenactment; Effective Date.

As of May 21, 2019, Resolutions No. 20, Series 2009, No. 20, Series 2010, No. 2, 2012, No. 2, 2014, No. 4, 2014, and No. 21, 2016 are hereby repealed and reenacted by this Resolution No. 17, Series 2019. Resolutions No. 20, Series 2009, No. 20, Series 2010, No. 2, 2012, No. 2, 2014, No. 4, 2014, and No. 21, 2016 are still in effect for any incentives approved or any final actions taken prior to May 21, 2019.

PASSED AND ADOPTED this 21st day of May, 2019


Robert P. Muckle, Mayor

ATTEST


Meredyth Muth, City Clerk



SERVICES CONTRACT

This Contract is entered into this 22ND day of JUNE, 2016, by and between **the City of Louisville, Colorado, a municipal corporation** ("City") and **Funding Partners for Housing Solutions, Inc., (dba "Funding Partners") a Colorado non-profit corporation** ("Contractor").

Whereas, Funding Partners was selected through a competitive proposal process to provide licensed mortgage loan originator services to the City for its Historic Preservation Revolving Loan Program ("Program"); and

Whereas, the parties desire to enter into a formal contractual relationship to implement the Program, which entails the extension of credit to individuals and/or legal entities.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Contractor shall perform those duties set forth in each Scope of Work attached as Exhibit A, and incorporated herein by reference ("Services"). Services may include necessary loan application processing functions under one or more distinct programs offered through the City or City-controlled enterprise unit(s) (the "Programs"). Additional Scopes of Work may be added under this Contract at any time upon mutual agreement of the parties, in writing and signed by both parties. Contractor represents that it has the authority, capacity, experience, and expertise to perform all Services in compliance with the provisions of this Contract and all applicable law, regulation, or executive order. The City reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. The City reserves the right to use other resources to perform certain Services at the City's discretion and upon written notice to Contractor. Nothing in this Contract obligates the City to a minimum or maximum level of activity upon which the Contractor may rely. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. Price. The City shall pay the Contractor, upon full execution of this Contract, a one-time set up fee for each Program as described in Exhibit A to initiate all necessary activity, legal review and implementation requirements specified or implied within each respective Program. Additional consideration for each Program may be itemized under Exhibit A. Such consideration does not supersede initial implementation costs to the City. The City shall make payment within thirty days of receipt and approval of any subsequent invoices, which shall identify the specific Services performed for which payment is authorized.

3. Term. This Contract shall be effective for one year from the date set forth above. This Contract will then automatically renew for up to four (4) additional one year terms unless the City notifies the Contractor at least thirty (30) days before the end of the then- current term that the City does not wish to renew the Contract.

4. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation of funds sufficient and intended therefore by the Louisville City Council. The City shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the City. **The Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

6. Insurance Requirements.

a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the City with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall

be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate.

(iii) Workers' compensation insurance and all other insurance required by any applicable law. *(Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the City. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the City. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general policy shall be for the mutual and joint benefit and protection of the Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor or delegee of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor or delegee, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

9. Compliance with Applicable Laws.

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

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to

perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the City may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. *(Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)*

10. Termination.

a. Without Cause. Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to the Contractor for anticipated profits, or any other damages other than payment for services performed as of the effective date of termination.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the City, the City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits or any other damages; provided, however, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default under this Contract, and the City may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

11. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered, emailed with proof of receipt, sent by overnight commercial courier, or three days after being sent by certified mail, return receipt requested:

To the City:

CITY OF LOUISVILLE
DEPARTMENT OF PLANNING &
BUILDING SAFETY
749 MAIN ST
LOUISVILLE CO 80027
Email: planning@louisvilleco.gov

To the Contractor:

Joe Rowan
Director of Programs and Development
Funding Partners
330 S. College Ave. #400
Fort Collins, CO 80524
Email: joe@fundingpartners.org

12. Special Provisions. The Contractor hereby certifies that it meets all licensing, insurance, and bonding requirements as required by state law to perform the Services.

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Confidentiality. The Contractor hereby acknowledges and agrees to adhere to the Confidentiality policies and procedures outlined by the City in Exhibit B.

15. Red Flag Rules. Contractor will implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flag Rules found at 16 Code of Federal Regulations part 681. Further, Contractor must take appropriate steps to mitigate identity theft if it occurs with one or more of the City's covered Services.

16. Delegation. Contractor reserves the right to delegate all of its obligations, requirements and performance standards for each Program covered by this Contract to one of its wholly-owned subsidiaries, Funding Partners Lending LLC, or EnergySmart Partners LLC, or a new wholly-owned subsidiary that may be created. The delegation to a subsidiary entity will be determined by Contractor at the time of Program implementation and is determined by the type of City program, the program audience, and services and duties provided by Contractor. Contractor will provide written notice of any delegation to the City and the Contractor's subsidiary entity will be outlined within the Scope of Services for each respective Program in Exhibit A. The term "Contractor" as used herein refers to Contractor or its designated subsidiary as appropriate.

17. Miscellaneous. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. The Contractor shall not assign this Contract to any entity to which it holds less than a 100% controlling interest without the City's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Boulder, State of Colorado.

18. Compliance with Laws/Nondiscrimination. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices and to the origination of mortgage loans and other credit and lending activities. Contractor shall provide all services hereunder in a manner consistent with all laws and requirements pertaining to civil rights, nondiscrimination and constitutionally protected classes and rights, applicable to the provision of municipal services to members of the public.

19. Marketing and Advertisement. Any and all Program descriptions, including print, broadcast or electronic media, intended to promote the availability of financial services must be submitted to Contractor for final approval prior to release. Contractor reserves the right to amend or supplement such descriptions as necessary, in its opinion, to maintain compliance with federal and state regulation.

20. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

21. City Code of Ethics. 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.

22. 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.

Signed by the parties to be effective on the date written above.



City of Louisville, Colorado
a municipal corporation

By: _____

[Signature]

ATTEST:

Carol Hanson

City Clerk

Contractor

Funding Partners for Housing Solutions, Inc.
A Colorado non-profit corporation

By: _____

[Signature]

Title: _____

DIRECTOR OF PROGRAMS + DEVELOPMENT

STATE OF Colorado)

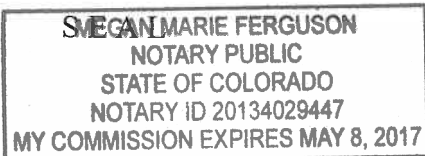
) ss.

COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 2nd day of May,
2016 by Joe Roush
(Insert name of individual signing on behalf of the Contractor)

[Signature]

Notary's official signature



05/08/2017

Commission expiration date

EXHIBIT A – SERVICES

HISTORIC PRESERVATION REVOLVING LOAN PROGRAM

The Contractor shall provide licensed mortgage loan originator services in compliance with C.R.S. § 12-61-901 *et seq.* for the City's Historic Preservation Revolving Loan Program ("Program").

For purposes of this Program, Contractor delegates all its obligations, requirements and performance standards within this Contract and Program Exhibit to its wholly-owned subsidiary Funding Partners Lending LLC (FPL), provided that Contractor remains responsible for ensuring performance of the Services in accordance with the terms of the Contract and this Exhibit. References to Contractor hereinafter shall mean Contractor through its delegee, FPL.

The City will email project applications to the Contractor to include:

- Total Program funding available for the specific project;
- Work items and costs eligible for Program funding for each application;
- Design review ranking of each application work item.

The City will designate a Contact Person for this Program. Upon receipt of the project application, Contractor shall request additional information from the applicant necessary to complete a loan application file. Contractor shall review all provided materials for accuracy and completeness, make a credit decision and notify the Contact Person of its credit determination, to include all loan terms and conditions. In the event Contractor determines the applicant does not comply with Program standards, the City reserves the right to consider exceptions to its policy. Such exceptions must be provided in writing to Contractor such that Contractor is able to provide written notification of final credit determination to applicant(s) within three (3) business days of submitting the loan application. Final credit determination shall include all applicable state and federal disclosures. The maximum loan amount that can be approved by the Contractor is \$250,000.

Once a project has been completed and inspected by the City, Contractor will prepare loan closing documents that shall include a lien waiver and completion of work affidavit wherein the borrower must acknowledge the amount paid to the project workers and/or suppliers ("workers") upon loan settlement. The project workers shall acknowledge that all work is completed according to local standards and in a good and workmanlike fashion within the agreed upon timeframe and shall verify that all suppliers and/or subcontractors for the project are paid in full with no further recourse to the borrower, and furnish lien waivers to that effect.

The form of the promissory note, deed of trust and conservation easement (for non-landmarked property) shall be approved by the City of Louisville Attorney's Office. Contractor will provide and coordinate presentation of all loan documents to borrower at the time of loan settlement. Upon receipt and acceptance of completed and signed lien waiver and completion of work affidavit from the project workers and, if applicable, subcontractors, Contractor shall release loan proceeds directly to project workers upon confirmation that all work is complete. Disbursement of funds is prohibited prior to expiration of the rescission period, as applicable.

Public recording and other third party fees shall be assessed and collected at time of loan closing, as detailed within a closing disclosure prepared by Contractor. Applicant may choose to pay the application fee at the time of closing or have it included in the loan principle (subject to loan maximum amounts).

The City will reimburse Contractor for each loan disbursed upon receipt of an itemized invoice of all transactions, which shall be provided by Contractor no more frequent than once per calendar month.

Contractor shall retain all original documents and permanent loan file, record all appropriate documents as necessary and as the City may reasonably require, and issue release of collateral obligations for loan repayment upon final satisfaction of the promissory note. Instruments for divestment of any required conservation easement shall be issued and recorded only after City Council approval. Copies of all executed loan documents will be provided to City of Louisville as supplement to the itemized transaction invoice.

Contractor is entitled to collect the following compensation to implement the described program, but shall impose no other fees, charges or surcharges from the City, borrower or any other person in connection with the performance of services hereunder:

- A one-time program initiation fee equal to \$10,000 payable by the City upon execution of this Agreement.
- A loan application fee, as disclosed within the most recently published FP Loan Fee Schedule, to be collected from program participants at time of loan closing.
- Public recording and release fees shall be payable by Program borrowers, collected at the time of related service.
- An annual fee equal to \$2,500, or 1.0% of all Program loans held in portfolio, whichever is less shall be payable by the City in each calendar year. Such fee shall reimburse for periodic billing, collection and posting of borrower payments, issuance of IRS Form 1098 (as applicable), resolution of borrower inquiries and/or disputes, itemized return of Program capital from repayment, and submittal of monthly activity and account reconciliation reports to City.

EXHIBIT B – CONFIDENTIALITY AGREEMENT

IN CONNECTION WITH SERVICES provided to the City of Louisville (“City”) pursuant to this Agreement (“Agreement”), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers, or supplies, which access is related to performance of services that the Contractor has agreed to perform, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Contract with respect to information and material that (a) becomes generally known to the public by publication or some means other than breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required, or (c) is disclosed to Contractor by a third party without restriction and is not directly or indirectly derived from the City and is not under a binder of secrecy; or (d) is already known to the Contractor without any obligations of confidentiality prior to receipt from the City and was not developed by Contractor or its affiliates independently without reference to or the benefit of the confidential information developed under this Agreement. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.



**Product Guidelines
City of Louisville
Historic Preservation Loan Fund**

Eligible Borrowers:	Applicants may include natural persons and/or legal entities registered in good standing with the Colorado Secretary of State. All borrowers and guarantors must demonstrate U.S. citizenship or permanent legal residency in the United States.		
Eligible Properties:	Physical structures located within Louisville city limits and Historic Old Town Louisville, and landmarked pursuant to Louisville Municipal Code Chapter 15.36. If the structure is not eligible for landmark designation, a conservation easement for preservation of the site or structure (or portion thereof) of historical significance must be granted to the City.		
Eligible Projects:	Preservation, restoration and rehabilitation of external, structural and mechanical elements of a property. Project scope may include sustaining the existing form, preserving the integrity, stabilization and adapting the property for contemporary use within the bounds of historic, architectural and cultural values. Up to 10% of the loan amount may be designated for one-time actions considered routine maintenance items, including painting. A structural assessment shall be required pursuant to Section 2 of City of Louisville City Council Resolution No. 2, Series 2012, before an applicant may apply for a loan.		
Income Verification:	Income is established according to an average of the most recent two-year period. For individuals, income documentation will consist of 30-day paystubs and/or federal tax returns for the most recent 2-year period depending upon employment status. Income will exclude overtime, shift bonus, commission and bonuses that have not been earned consistently during the period.		
	Legal entities must provide federal tax returns for the most recent 2-year period plus year-to-date financial statements. Guarantors must provide personal returns for the most recent 2-year period.		
Collateral & Easement:	Grant of deed of trust in favor of the City for the full loan amount recorded upon the subject property. Additionally, a conservation easement (for non-landmarked property) will be recorded against the property, per Resolution No. 4, Series 2014, Section 2 (g).		
Loan to Value:	Total of all existing liens plus proposed loan amount not to exceed 100% of market value as provided in the most recent available valuation by the Boulder County Assessor.		
Loan Amount:	Owner-Occupied Residential:	Minimum \$2,500	
	Commercial:	Minimum \$2,500	
Debt Ratio:	Owner-Occupied Residential: Total monthly contractual debt divided by monthly income shall not exceed 41%.		
	Commercial: Net operating income divided by combined debt service shall not be less than 1.25.		
Repayment:	Monthly payments of principal and interest to fully amortize the loan within the established term. Loan will become immediately due upon sale, transfer, refinance, or when a home is no longer occupied as the primary residence, and may provide for default and acceleration in the event of noncompliance with the conditions of the loan.		
Term:	Owner-Occupied Residential:	Loan amount ≤ \$10,000 maximum term 7 years	
		Loan amount > \$10,000 maximum term 20 years	
	Commercial:	Loan amount > \$10,000 maximum term 15 years	

The conservation easement required in connection with a loan for non-landmarked property may be divested only with City Council approval, and no divestment may be approved prior to 15 years after the granting of the easement.

Loan Fees: Owner-Occupied Residential: \$350 paid at time of loan closing
 Commercial: \$500 or 1.0% of loan amount, whichever is greater
 As amended from time-to-time according to the most recently published FP Loan Fee
 Schedule.
 Public recording fees, shipping and credit reporting fees shall apply.

Interest Rate: Fixed rate equal to *Wall Street Journal Prime* as established at time of application.

Origination Procedures

Project Review:	Property owner(s) must first meet with designated City staff to present project scope, elements and budget ("project application"). Upon favorable review, the proposed project will be reviewed by the City Historic Preservation Commission for a recommendation to approve, reject or modify the proposed project. The Commission's recommendations regarding the proposed work and grant funding, if any, will be forwarded to City Council for final determination.
Application:	Upon City Council approval of a project request, property owner(s) will complete and submit a loan application to Funding Partners (FP) for consideration of additional financial support. A credit determination and initial disclosures are typically issued within 48 hours, or less of receiving a complete application package. Any remaining documentation requirements will be detailed.
Processing:	FP will verify detail submitted by the applicant, assemble additional documentation as necessary and confirm all loan terms with the applicant prior to loan closing.
Project Initiation:	Upon notification of approval and acceptance of all loan terms, property owner(s) must enter into a formal agreement with the City which incorporates an approved project application, easement(s) and restrictions. With the completed agreement property owner(s) will be authorized to initiate proposed work. Only under the limited circumstances shown below will loan proceeds be made available prior to final completion of the project.
Closing:	Property owner(s) and/or worker(s) will advise FP of the firm completion date at the earliest possibility. Upon completion to the satisfaction of the property owner(s), FP will deliver all loan documents to the borrower(s) and guarantor(s), as applicable, with a minimum review time of 3 business days prior to execution. Borrower(s) must arrange to have all signatures notarized on the security instrument and promptly return all original documents to FP via overnight courier. Loan documents will include a certification of completion and lien waiver affidavit signed by the borrower(s), project worker(s), and suppliers as applicable.
Disbursement:	Provided all original documents have been received and owner-occupied residential borrower(s) have not exercised their right to cancel within 3 business days of the promissory note (rescission period), FP will disburse all proceeds of the loan. Unless otherwise approved prior to closing, proceeds will be delivered directly to worker(s) and/or supplier(s) by electronic clearing.
Exception:	Loan amounts in excess of \$50,000 may be eligible for incremental disbursements based upon progress thresholds determined prior to final completion. In such cases, loan closing will occur prior to commencement of project work.
Post Closing:	An original deed of trust will be recorded with the Boulder County Clerk & Recorder to secure all program loans. The conservation easement required as a condition of funding (for non-landmarked properties) will be recorded with the Boulder County Clerk and Recorder. All original files will be retained by FP for servicing through the life of the loan. All payments, questions and requests related to a loan should be directed to FP, acting as agent for the City of Louisville.

Residential Fee Schedule

The following schedule reflects the one-time administration fee assessed for the underwriting and closing of third party loans. Fees are due and payable at time of loan settlement and may be paid by the borrower, program sponsor, or other party.

<u>City of Boulder H2O®</u>	\$150
<u>FP DPA</u>	\$200
<u>Equity Share (non-amortizing)</u>	\$350
<u>Amortizing Loans</u>	\$400
<u>Primary Mortgage</u>	\$500
<u>Primary Origination w/Escrow Servicing</u>	\$750
<u>Non-Owner Occupied/Commercial Use¹</u>	1.0% or \$500
<u>Piggyback Loans²</u>	\$ 50
<u>Subordinations & Modifications</u>	\$150
 Client Paid Fees	
<u>Accounts Receivable (31+ days past due)</u>	4.50% APR
<u>Wire Convenience³</u>	\$ 25

¹ Fee will be the greater of 1.0% of the original loan amount or \$500.

² In the event borrower is extended multiple loan products for a single transaction, the higher scheduled fee will apply. Companion loan products will be assessed a nominal 'Piggyback' fee.

³ Clients that elect to be invoiced for loan proceeds post-closing will be assessed a convenience fee.

H2O Down Payment Assistance Program® is a registered Service Mark of Funding Partners for Housing Solutions, Inc.

SUBJECT: PURCHASE OF THE ANNUAL COMPUTER REPLACEMENTS - 2025

DATE: MAY 6, 2025

PREPARED BY: PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR

PRESENTED BY: PAULINA BENNETT, INFORMATION TECHNOLOGY DIRECTOR

SUMMARY:

Presented for Council approval is the purchase of the 2025 computer replacements for the City of Louisville employees. This is a budgeted yearly project. Each city desktop and laptop is on a 4-year replacement cycle meaning this project replaces roughly one quarter of all computers throughout the city each year.

BACKGROUND / PRIOR DISCUSSIONS:

City IT staff operate on a 4-year replacement plan to ensure all City of Louisville staff have appropriate technological resources to effectively perform their jobs. All departments contribute annually to the Technology Fund to properly fund for the replacement of their equipment.

On April 11, 2025, staff received communication from the vendor, CDW-G Quotes, that due to the tariffs, the quote provided to the city was only good for that day as sufficient computers were in stock to fill the order. Once those computers were gone, the vendor would have to order new stock which would be subject to the tariffs, which at the time was set at 125% and expected to increase to 180% within a few days. In order to obtain the best price possible, the City Manager worked with the City Council to proceed with placing the order, with the stipulation that the purchase be brought forward at a Council meeting for formal approval.

ANALYSIS:

Staff is seeking formal Council approval to move forward, based on this quote, with the purchase of computers from the 2025 Computer Replacement fund.

A 4-year computer replacement cycle is a best practice that ensures the City of Louisville maintains reliable, secure, and cost-effective technology. Aging computers are more prone to failures, slower performance, and security risks. Replacing devices every four years reduces downtime, improves staff productivity, and lowers long-term support costs, while enabling better cybersecurity and predictable budgeting. This proactive approach supports the City's IT goals to deliver efficient and secure public services.

2025 COUNCIL WORK PLAN:

- Providing all users with the appropriate technological resources to effectively perform their job is supporting equity for all employees at the City of Louisville.
- Proper management of electronic waste is crucial to reducing toxic substances from harming the environment. A key component of this project is to ensure proper recycling of all e-waste.
- Additionally, this is a core service IT provides to the City of Louisville employees.

FISCAL IMPACT:

Budgeted?: **Yes**

This is an annual Capital Improvement Project (CIP) funded by the Technology Management Fund 602120-650015. \$136,125.00 is the total cost of this purchase and \$142,550 is budgeted.

The IT Department used [Sourcewell Cooperative purchasing agreement](#) to obtain the most competitive solicitation instead of sole source or RFP. The contract, Request for Proposal, and price information can be found [here](#).

ALTERNATIVE(S):

Without a structured replacement plan, the City risks increased hardware failures, rising support costs, and growing security vulnerabilities. Staff productivity declines as older machines struggle to keep up with modern applications, and IT resources are strained by frequent, unplanned fixes.

RECOMMENDATION:

Staff recommends approval of the CDW-G Quotes in the amount of \$136,125 to procure computers for the 2025 replacement year.

ATTACHMENT(S):

1. Partial Quote totaling \$51,348.76
2. Partial Quote totaling \$84,775.31
3. Email Approval



ORDER CONFIRMATION

DAVE TOVEY,

Thank you for choosing CDW•G. We have received your online order. Please take a moment to review it for accuracy and completeness.

View Order Online

ORDER #	ORDER DATE	PO #	CUSTOMER #
PKFG979	4/11/2025	LENOVO REFRESH	5143572

ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkCentre M75q Gen 5 - tiny Ryzen 7 Pro 8700GE 3.6 GHz - 32 GB - S Mfg. Part#: 12RQ001PUS Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	36	8052807	\$1,123.88	\$40,459.68
Lenovo Premier Support Plus Upgrade - extended service agreement - 4 years Mfg. Part#: 5WS1L39515 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	36	7369024	\$60.83	\$2,189.88
Lenovo ThinkVision T24i-30 - LED monitor - Full HD (1080p) - 24" Mfg. Part#: 63CFMAT1US Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	7350216	\$169.75	\$3,395.00
Lenovo Essential Wireless Combo Gen 2 - keyboard and mouse set - QWERTY - U Mfg. Part#: 4X31N50708 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	7805405	\$27.22	\$544.40
Lenovo ThinkPad Universal USB-C Smart Dock - docking station - USB-C - HDMI Mfg. Part#: 40B20135US Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	20	6857590	\$237.99	\$4,759.80

SUBTOTAL	\$51,348.76
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$51,348.76

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
CITY OF LOUISVILLE
ACCTS. PAYABLE
749 MAIN ST
LOUISVILLE, CO 80027-1829
Phone: (303) 666-6565
Payment Terms: NET 30-VERBAL

Shipping Address:
CITY OF LOUISVILLE
DAVE TOVEY
749 MAIN ST
LOUISVILLE, CO 80027-1829
Phone: (303) 666-6565
Shipping Method: UPS Ground (2-3 days)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Ashton Sellers | (866) 811-6523 | ashtsel@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO LEASE OPTION
\$51,348.76	\$1,471.66/Month	\$1,682.70/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager

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ORDER CONFIRMATION

DAVE TOVEY,

Thank you for choosing CDW•G. We have received your online order. Please take a moment to review it for accuracy and completeness.

View Order Online

ORDER #	ORDER DATE	PO #	CUSTOMER #
PKFG974	4/11/2025	LENOVO REFRESH	5143572

ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad T14 Gen 5 - AI Ready - 14" - AMD Ryzen 7 - 8840U - 32 GB RA Mfg. Part#: 21MC004YUS Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	27	7978368	\$1,354.14	\$36,561.78
Lenovo Premier Support Plus Upgrade - extended service agreement - 4 years Mfg. Part#: 5WS1M86962 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	27	7580654	\$353.43	\$9,542.61
Lenovo ThinkPad T16 Gen 2 - AI Ready - 16" - AMD Ryzen 7 Pro - 7840U - 32 G Mfg. Part#: 21K7003SUS Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	16	7617450	\$1,696.24	\$27,139.84
Lenovo 4Y Premier Support Upgrade from 1Y Depot CCI Mfg. Part#: 5WS0T36177 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	16	5388420	\$276.43	\$4,422.88
Lenovo ThinkPad P16v Gen 1 - AI Ready - 16" - AMD Ryzen 7 Pro - 7840HS - AM Mfg. Part#: 21FE0028US Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	3	7732573	\$2,077.57	\$6,232.71
Lenovo Premier Support Plus Upgrade - extended service agreement - 4 years Mfg. Part#: 5WS1M86981 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	3	7577560	\$291.83	\$875.49

SUBTOTAL	\$84,775.31
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$84,775.31

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LOUISVILLE ACCTS. PAYABLE 749 MAIN ST LOUISVILLE, CO 80027-1829 Phone: (303) 666-6565 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF LOUISVILLE DAVE TOVEY 749 MAIN ST LOUISVILLE, CO 80027-1829 Phone: (303) 666-6565 Shipping Method: UPS Ground (2-3 days)
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ashton Sellers | (866) 811-6523 | ashtsel@cdwg.com

LEASE OPTIONS		
FMV TOTAL	FMV LEASE OPTION	BO LEASE OPTION
\$84,775.31	\$2,429.66/Month	\$2,778.09/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Computer Purchase

From Diana Langley <dlangle@louisvilleco.gov>

Date Fri 4/11/2025 3:16 PM

To Chris Leh <christophermleh@gmail.com>; Caleb Dickinson <cdickinson@louisvilleco.gov>; Josh Cooperman <jcooperman@louisvilleco.gov>; Deb Fahey <dfahey@louisvilleco.gov>; Judi Kern <jkern@louisvilleco.gov>; Barbara Hamlington <BHamlington@louisvilleco.gov>; Dietrich Hoefner <DHoefner@louisvilleco.gov>

Cc kathleen@kellypc.com <kathleen@kellypc.com>; Samma Fox <sfox@louisvilleco.gov>; Ryder Bailey <rbailey@louisvilleco.gov>; Paulina Bennett <pbennett@louisvilleco.gov>

Good afternoon Mayor and Councilmembers,

To follow up on our discussions today, we currently have \$143,000 budgeted to purchase new computers as part of the computer replacement program. Paulina received a quote from a vendor who indicated that the quote is only good for today, that they have computers in stock, but once those computers are gone tariffs will be applied as they will have to order new stock, made in China. The current tariff for China is 125% and is expected to increase to 180% next week. Also, future quotes will only be good for the day they are provided as the tariffs are so volatile.

Staff is going to proceed with placing the order today to avoid the tariff and will follow up with a staff report at an upcoming Council meeting to formalize that Council approved the purchase. Thank you.

Diana Langley (*she/her*)

City Manager

303.335.4530 (office)

720.762.7488 (cell)

dlangle@LouisvilleCO.gov

LouisvilleCO.gov





OLDER AMERICANS MONTH PROCLAMATION MAY 2025

Whereas, May is nationally recognized as Older Americans Month, providing an opportunity to celebrate the resilience, independence, and diverse experiences of older adults; and

Whereas, the City of Louisville recognizes the immeasurable contributions of older adults in our community, whose wisdom, experience, and dedication continue to shape and enrich our city; and

Whereas, older residents of Louisville are redefining aging by engaging in lifelong learning, civic participation, intergenerational mentorship, and active lifestyles that inspire our entire community; and

Whereas, the 2025 national theme, "Flip the Script," challenges outdated stereotypes about aging, showcasing the strength, vitality, and evolving roles of older adults in our society; and

Whereas, the City of Louisville is committed to fostering an inclusive and supportive environment that values and empowers older adults, ensuring access to services, programs, and opportunities that promote their well-being and full participation in community life; and

Now, therefore, We, the Louisville City Council, do hereby proclaim May 2025 to be Older Americans Month. We encourage every resident to recognize and celebrate the diverse contribution of older adults in our community by embracing the spirit of "Flip the Script".

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk



ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDERS HERITAGE MONTH 2025 PROCLAMATION

WHEREAS, observed during the month of May, Asian American, Native Hawaiian and Pacific Islanders Heritage Month celebrates the people, cultures, achievements, and contributions of Asian Americans, Pacific Islander Americans and Native Hawaiians; and

WHEREAS, the observance began in 1979 as Asian Pacific Heritage Week which was expanded in 1992 by President George H.W. Bush to a month-long celebration; and

WHEREAS, Asian Americans and Pacific Islanders are the fastest growing racial group in the United States and include cultures from East, Southeast, and South Asia, the Pacific Islands and Hawaii; and

WHEREAS, we recognize the significant contributions to many facets of American culture and society, including science, medicine, literature, art, sports, government, activism and law; and

WHEREAS, we value inclusivity, racial equality and our shared responsibility to honor the history, traditions and involvement of Asian American, Pacific Islander Americans and Native Hawaiians in our history; and

NOW, THEREFORE, the City Council of the City of Louisville does hereby proclaim May 2025, as Asian American, Native Hawaiian and Pacific Islanders Heritage Month.

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk



JEWISH AMERICAN HERITAGE MONTH PROCLAMATION MAY 2025

Whereas, since first arriving in the 1600's Jewish Americans have played a vital role in shaping the cultural, economic, scientific and social landscape of the United States; and

Whereas, Jewish American Heritage week was first celebrated in 1980 and extended to the month of May by President George W. Bush in 2006; and

Whereas, Jewish Americans have made significant contributions to science, medicine, engineering, journalism, the arts and in public service – including the Nation's highest court; and

Whereas, in addition to celebrating the contributions of Jewish Americans it is also a time to honor their resilience in the face of discrimination and genocide; and

Whereas, the celebration of Jewish American Heritage Month also serves to combat antisemitism by promoting understanding and appreciation of Jewish American culture; and

Now, therefore, We, the Louisville City Council, do hereby proclaim May 2025 as Jewish American Heritage Month in the City of Louisville.

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk



HISTORIC PRESERVATION MONTH PROCLAMATION MAY 2025

Whereas, the 1966 National Historic Preservation Act established the National Register of Historic Places and state historic preservation offices; and

Whereas, in May 1973 National Preservation week was established, which grew to National Historic Preservation Month in 2005; and

Whereas, local historic preservation revitalizes neighborhoods, promotes economic, social and environmental sustainability, and maintains community character while improving livability; and

Whereas, it is important to celebrate history and the significant contributions made by the diverse residents and cultures that came before us to build this community into what it is today; and

Whereas, the City of Louisville is proud to have 53 historic homes and 15 historic commercial properties that celebrate our past and are preserved for future generations; and

Now, therefore, We, the Louisville City Council, do hereby proclaim May 2025 as Historic Preservation Month in the City of Louisville.

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk



**SMALL BUSINESS WEEK PROCLAMATION
MAY 5-9, 2025**

Whereas, Louisville's economy is driven by small businesses who take risks and invest in our community; and

Whereas, 70% of Louisville's businesses have less than 5 employees and 98% of Louisville businesses have less than 100 employees; and

Whereas, small business owners contribute to the fabric of Louisville's small-town feel; and

Whereas, small businesses work to grow the local economy and keep dollars circulating in Louisville; and

Whereas, National Small Business week has been celebrated by the Small Business Administration across the nation since 1963 to highlight the programs and resources available to entrepreneurs and small businesses; and

Whereas, Louisville works with and takes pride in our small businesses, and celebrates their wins as the big impact that they are; and

Whereas, The City of Louisville supports small businesses and supports efforts to help and elevate small businesses in Louisville as they open, grow their businesses, create jobs and add continued vibrancy to Louisville; and

Now, therefore, the City Council of Louisville, Colorado does hereby proclaim May 5-9, 2025, to be Small Business Week.

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk



**ECONOMIC DEVELOPMENT WEEK PROCLAMATION
MAY 12-16, 2025**

Whereas, economic development professionals are committed to creating, retaining, and expanding top-tier opportunities that facilitate long-term, equitable community growth; and

Whereas, the economic development profession cultivates thriving neighborhoods, champions sustainability and resiliency, boosts economic prosperity, enhances the quality of life, and builds robust tax bases; and

Whereas, economic development professionals operate throughout diverse economic environments, including rural, suburban, and urban settings; local, state, provincial, and national governments; public-private partnerships; chambers of commerce; institutions of higher education; among many similar organizations and associations; and

Whereas, economic development professionals serve as stewards, bridging connections between community stakeholders such as residents, business leaders, elected officials, industry executives, and educational administrations, to collaborate in promoting job creation, community success, infrastructure advancements, and an optimistic future; and

Whereas, economic developers contribute to the betterment and progress of Louisville, Boulder County and Colorado; and

Whereas, an expanded incentive program was adopted in early 2025, staff conducted over 30 formal retention visits and 50 business attraction activities in 2024, 55 new businesses joined Louisville in 2024 and staff continues ongoing site selection searches and responses; and

Whereas, Louisville has over 18,000 employees and 1,200 businesses.

Now, therefore, the City Council of Louisville, Colorado does hereby proclaim May 6-12, 2025, to be Economic Development Week.

DATED this 6th day of May 2025

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

**SUBJECT: ORDINANCE NO. 1895, SERIES 2025; AN ORDINANCE
AMENDING LOUISVILLE MUNICIPAL CODE CHAPTER 5.12
CONCERNING CONTRACTOR LICENSES – 1st READING AND
SET PUBLIC HEARING FOR MAY 20, 2025**

DATE: MAY 6, 2025

**PREPARED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR
CHAD ROOT, CHIEF BUILDING OFFICIAL**

PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

SUMMARY:

Presented for Council approval is an ordinance amending the City's contractor licensing requirements. The purpose of the amendments are to: 1) allow the City to verify that a contractor holds general liability insurance, 2) update license testing requirements to align with the 2018 Edition of the International Code Series or later, 3) allow the City to require that the license supervisor be on-site during scheduled inspections if needed, 4) require licensed contractors to have a copy of their State license available during inspections, and 5) grant the building official the authority to issue a stop work order for any violations of the licensing requirements.

BACKGROUND / PRIOR DISCUSSIONS:

The City began requiring contractor licensing in 2006. In 2013, the City adopted the current contractor licensing regulations by Ordinance No. 1653, Series 2013. There have been no changes to the licensing regulations since their adoption in 2013.

ANALYSIS:

The proposed amendments are intended to provide updates and clarifications to the current standards to ensure the licensing standards can be implemented more effectively. The City maintains minimum licensing standards to protect property owners and business owners who hire contractors by ensuring that contractors hold minimum qualifications, have appropriate supervision of subcontractors, operate in accordance with adopted laws, and maintain general liability insurance. The City's Building Code Board of Appeals has the authority to review and revoke licenses if there are violations of the City's codes or licensing standards by a licensed contractor.

The City's current regulations only require a statement by a contractor as part of the licensing application that they will maintain general liability insurance. However, the City does not have any authority to request proof of insurance as part of an application process or while the contractor holds a license if concerns arise. Staff finds that these regulations do not provide adequate protection for property owners and business owners who hire contractors to complete work on their behalf.

Based on State Plumbing Board and Electrical Board regulations, the City is obligated to ensure that contractors hold appropriate State electrical and plumbing licenses. The proposed ordinance grants authority to the City's inspectors to ask for proof of such licenses during inspections. The proposed ordinance also requires a designated supervisor to be on-site during an inspection, if requested by the City. This requirement will help ensure better communication between the City's inspectors and the licensed contractor responsible for the work.

Other updates will align the testing standards for licensing with the current code series adopted by the City and include other minor updates to the licensing standards to ensure consistency with the City's codes and administrative policies for administering permits.

2025 COUNCIL WORK PLAN:

Consideration of updates to the City's contractor licensing standards was not identified in the City Council's 2025 Workplan. From an EDI lens, this amendment will help to ensure all residents have access to licensed contractors with minimum qualifications and liability insurance.

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

Fees are collected for contractor licensing to cover the cost of administration. Staff is not recommending any changes to the current contractor licensing fees.

ALTERNATIVE(S):

Alternatives Include:

- Adopting the ordinance as drafted;
- Maintaining the current code language with no changes; and
- Directing staff on different amendments desired by Council.

RECOMMENDATION:

Staff recommends approval of Ordinance 1895, Series 2025 on first reading and setting the public hearing for May 20, 2025.

ATTACHMENT(S):

1. Ordinance 1895, Series 2025
2. Staff Presentation

**ORDINANCE NO. 1895
SERIES 2025**

**AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTER 5.12
CONCERNING CONTRACTOR LICENSES**

WHEREAS, the City previously adopted Chapter 5.12 of the Louisville Municipal Code, which sets forth requirements concerning the licensing of contractors performing work in the City; and

WHEREAS, City Council desires to make certain amendments to the City's contractor licensing requirements.

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

Section 1. Section 5.12.010.C of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.010. License or registration required.

C. *Contractor defined.* For purposes of this chapter, "contractor" means a person, corporation, limited liability company, partnership, association or other organization or entity of any type, or any combination thereof, who, by themselves or by or through others, and for a fixed fee, sum, price, percentage, bonus or compensation of any kind other than actual wages paid by a licensed contractor authorized to perform the work involved, undertakes or offers to undertake or purports to have the capacity to undertake any work requiring a building permit. ~~described under section 15.17.070, classification of licenses and registration.~~ Homeowners residing onsite and doing work on their personal, primary residence are not considered contractors and are not required to obtain a contractor license.

Section 2. Section 5.12.020.D of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.020. Application and fee.

D. The City does not require proof of general liability insurance at the time of license application, but the City reserves the right to require a licensee to submit proof of general liability insurance during the term of the license. By signing the contractor's license application, the applicant ~~is stating~~ shall attest that they will maintain general liability insurance as will the subcontractors they hire.

Section 3. Sections 5.12.040.A and C of the Louisville Municipal Code are hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.040. General contractor license (A, B and C).

A. A general contractor license (A, B or C) is authority to perform certain skills and is issued by the City upon receipt of the successful completion of an examination administered by the International Code Council covering the 2000 2018 Edition or later codes. This license is not transferable.

C. Examinations. All applicants for General A, B, and C license will be required to take and pass the International Code Council test covering the 2000 2018 Edition or later codes.

Section 4. Section 5.12.050 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.050. Licensed supervisors.

A. Every supervisor ~~required~~ for a particular license in section 5.12.070 shall, upon demonstrating successful completion of an examination administered by the International Code Council covering the 2000 2018 Edition or later codes, be specified on the license as the supervisor. Said supervisor shall be entitled to perform and supervise the work in the particular skill for which ~~he~~ the supervisor is qualified. The license shall be specific to that supervisor and shall not be transferable to another person.

B. The supervisor shall actively supervise the workers of the licensee for whom the holder is employed in accordance with this chapter.

C. The supervisor must be on the job site during scheduled inspections if request by the City.

Section 5. Section 5.12.060 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.060. Supervisor required.

A. ~~Where required for the specific classification of licensure~~ When the licensee is not an individual, each licensee shall have in its employ a supervisor who holds the requisite qualifications for that particular license.

B. The license shall be valid only as long as the named supervisor remains in the employ of the licensee in an active, full-time capacity. "Active, full-time capacity" shall mean that the supervisor shall be available at the local office of the company, at home, or at the job site within a reasonable period of time.

C. The supervisor shall take an active role in supervising and reviewing all work performed and materials used by the licensee in the process of construction. If the supervisor leaves the employ of the licensee, the licensee shall notify the city within three working days. Failure of the licensee to so notify the city shall be cause for suspension or revocation of the license. The licensee shall be required to obtain a qualified supervisor within 30 working days after the date the supervisor leaves the employ of the licensee. If a supervisor is not obtained within the 30-working-day period, the license shall be deemed suspended until the supervisor is obtained and the city notified.

D. ~~If the licensee is an individual, the licensee also may qualify as the supervisor for that license, after any required examination.~~

Section 6. Section 5.12.060.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.070. Classification of licenses and registration.

The City does not have reciprocating licensing agreements with other jurisdictions. The City will honor and does require test results from a national test (International Code Council 2000 2018 or better) for General Building Contractor Class A, B, or C. The classifications of licenses and registrations, their requirements and the privileges thereunder are as follows:

TYPE	CLASS	REQUIREMENTS	ALLOWED TO PERFORM
GA G11-N	General Building Contractor CLASS "A" – <u>Commercial and Multi Family</u>	Provide passing test results of the ICC National Standard Building Contractor "A"; <u>maintain general liability insurance</u>	Unlimited Construction
GB <u>G12-N</u>	General Building Contractor CLASS "B" – <u>Commercial and Multi Family</u>	Provide passing test results of the ICC National Standard Building Contractor "B"; <u>maintain general liability insurance</u>	Limited Commercial including New and Additions under 5,000 sq. ft. and all Tenant Finishes Unlimited Residential

GC G-13-N	General Building Contractor CLASS "C" – <u>Residential</u>	Provide passing test results of the ICC National Standard Building Contractor "C"; <u>maintain general liability insurance</u>	Residential One and Two Family New, Remodeling and additions
D	General Building Contractor CLASS "D"	<u>Maintain general liability insurance</u>	All other contractors doing work including but not limited to; excavating, decks, pergolas, fences, roofing, windows, siding, <u>insulation</u> , <u>Energy Raters</u> , concrete, masonry, elevators and signs
P	Plumbing Contractor	Provide copy of Colorado Masters Plumbing License State and Driver's Licenses ; <u>maintain general liability insurance</u>	Unlimited Plumbing and Gas Piping Installation
M G31-N	Mechanical Contractor	No requirements <u>Provide passing test results of the ICC Journeyman Mechanical-G31-N;</u> <u>maintain general liability insurance</u>	Unlimited Mechanical installation including water heater replacement
PM	Plumbing and Mechanical Contractor	Provide copy of Colorado Masters Plumbing License; State and Driver's Licenses ; <u>and passing test results of the ICC- Journeyman Mechanical G31-N;</u> <u>maintain general liability insurance</u>	Unlimited Plumbing and Gas Piping installation and Mechanical installation.
S	Solar Contractor	Must have licensed electrician with copy of Masters, State and Driver's Licenses <u>Provide a copy of Colorado Masters Electrical License;</u>	Solar installation and repair

		<u>maintain general liability insurance</u>	
E	Electrical Contractor	Provide copy of Colorado Masters Electrical License State and Driver's Licenses ; <u>maintain general liability insurance</u>	Unlimited Electrical

Section 7. Section 5.12.100.B of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.100. Safety standards generally.

B. It shall be unlawful for a contractor to be careless or negligent in ~~obtaining~~ implementing minimum safety measures, including appliances, apparatus, ~~and equipment, and cleanliness,~~ to protect workers and the public.

Section 8. Chapter 15.12 of the Louisville Municipal Code is hereby amended by the addition of a new Section 15.12.115 to read as follows:

Sec. 5.12.115. Proof of State license required.

Contractors who are required to have a State license shall have a copy of their State license in their possession during scheduled inspections and shall present the license when requested by the building official or designee. Failure to provide such proof will result in a failed inspection and the assessment of a re-inspection fee in accordance with the fee schedule adopted by resolution of the City Council.

Section 9. Chapter 15.12 of the Louisville Municipal Code is hereby amended by the addition of a new Section 15.12.135 to read as follows:

Sec. 5.12.135. Stop work order.

The building official or designee may issue a stop work order to any contractor who is in violation of any provision of this chapter. After a stop work order is issued, no work shall be commenced until all required licenses, permits, and inspections have been obtained or the required proof of general liability insurance has been provided. The City may assess a fee for working without a

permit in accordance with the fee schedule adopted by resolution of the City Council.

Section 10. Section 5.12.140.B of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 5.12.140. Suspension and revocation.

B. The building official may upon the building official's ~~his~~ own motion, and shall upon the verified complaint in writing of any person, require any person licensed or registered under this chapter to appear before the building code board of appeals for a hearing upon a minimum of five days written notice, which notice shall be personally served or mailed to the last known address of the person as set forth in the records of the city.

Section 11. 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 12. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 13. 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 6TH DAY OF MAY, 2025.**

**PUBLIC HEARING AND SECOND READING WILL BE THE 20th DAY OF MAY,
2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE,
CO 80027.**

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

KELLY PC

By: Melinda Culley
Melinda Culley (May 1, 2025 16:40 MDT)

Melinda Culley, Deputy City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING, THIS ____ DAY
OF ____, 2025.**

ATTEST:

Christopher M. Leh, Mayor

Genny Kline, Interim City Clerk

City Council 1st Reading

May 6, 2025

ORDINANCE NO. 1895, SERIES 2025 AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE CHAPTER 5.12 CONCERNING CONTRACTOR LICENSE – 1ST READING AND SET PUBLIC HEARING FOR MAY 20, 2025

Presented by:

Rob Zuccaro, Community Development Director



Background

- City began contractor licensing program in 2006
- Last updated licensing code in 2013
- Proposed amendments are to address staff-identified issue with current licensing process and improve inspection processes



Proposal

- Allows City to verify that contractors hold general liability insurance
- Updates licensing test requirements to 2018 International Code Series or later
- Allows City to require that license supervisor be on site for inspections if needed
- Requires State-licensed electrical and plumbing contractors to have their State license available during inspections
- Authorizes the Building Official to issue a stop work order if there is a violation of licensing requirements



Staff Recommendation

- Staff recommends approval on First Reading and setting the public hearing for May 20, 2025 at 6pm.



SUBJECT: DISASTER PREPAREDNESS AND EMERGENCY RESPONSE

DATE: MAY 6, 2025

PREPARED BY: DIANA LANGLEY, CITY MANAGER

PRESENTED BY: DIANA LANGLEY, CITY MANAGER

SUMMARY:

Staff is recommending that the City of Louisville initiate discussions with the City of Boulder and Boulder County to receive disaster management and recovery services through the Boulder Office of Disaster Management (Boulder ODM). As it will take time to determine the viability of Louisville joining Boulder ODM, staff is recommending that the City hire a consultant to review and assimilate existing resources related to emergency preparedness and disaster management, and prepare, at a minimum, an Emergency Operations Plan (EOP) and a comprehensive, prioritized list of recommended implementation measures. Staff is requesting Council authorization to initiate discussions related to joining Boulder ODM and develop a Request for Proposals to hire a consultant to prepare an EOP and prioritized list of implementation measures.

BACKGROUND / PRIOR DISCUSSIONS:

Boulder Office of Disaster Management

In 2005, the City of Boulder and Boulder County executed an Intergovernmental Agreement (IGA) to form the Office of Emergency Management to oversee the delivery of disaster services. In 2022, the name was changed to the Office of Disaster Management (ODM) for the City of Boulder and Boulder County, with a mission focusing on disaster management through community preparedness, mitigation of hazards, and effective disaster response and recovery.

ODM has a highly skilled and dedicated team, led by Director Mike Chard, and is overseen by a Board of Directors currently consisting of Sheriff Curtis Johnson, City of Boulder Police Chief Stephen Redfearn, Boulder Fire-Rescue Chief Mike Calerazzo, Boulder County Administrator Jana Peterson, and City of Boulder City Manager Nuria Rivera-Vandermyde.

Louisville Emergency Preparedness/Disaster Management Resources*Continuity of Operations Plan:*

A Continuity of Operations Plan (COOP) is designed to maintain essential city operations during disruptions, such as disasters, emergencies, or unforeseen events, ensuring critical services continue with minimal impact. The City has an internal COOP which was originally created in 2009 and later updated during COVID-19. Staff is currently working on rewriting the COOP to ensure the plan is relevant to current standards and useable for any city interruptions.

Emergency Operations Plan:

An Emergency Operations Plan (EOP) is a comprehensive guide that outlines how the City will respond to various emergencies to coordinate efforts, minimize damage, and protect residents. It details the roles and responsibilities of city officials, emergency responders, and organizations, ensuring that resources are used efficiently, communication is clear, and safety is prioritized. The City's current EOP was presented to the City Council in 2012.

2022-2027 Boulder Hazard Mitigation Plan:

The [2022-2027 Boulder Hazard Mitigation Plan](#) identifies the hazards that threaten communities in Boulder County, evaluates the risks from those hazards, and outlines a strategy to reduce or eliminate the risks. Louisville is specifically addressed in Annex E of the Hazard Mitigation Plan, which identifies hazards specific to Louisville, critical facilities and landmarks, a vulnerability assessment, mitigation capabilities, opportunities for capability enhancement and improvement, and specific mitigation projects.

Creation of the Recovery & Resilience Division:

In early 2023, staff hired a consultant to develop the Emergency Improvement Plan (EIP) (2023), aimed at enhancing emergency preparedness following the Marshall Fire. This plan identified gaps, provided guidance, and outlined key considerations for strengthening the City's ability to respond to future disasters. This document was one of the drivers to create the Recovery & Resilience Division.

Following the EIP, the Recovery & Resilience Division was established in August 2023 to provide ongoing support for both internal and external recovery efforts following the Marshall Fire (2021). The purpose of the Division is to:

- Support community recovery initiatives, providing direct assistance, resources, and guidance to impacted residents.
- Build long-term resilience initiatives, focusing on preparedness, grant management, and mitigation strategies to strengthen the community's ability to adapt and recover from future emergencies and disasters.

- Expand partnerships in the region to support emergency preparedness.
- Coordinate all FEMA Public Assistance closeout projects to ensure compliance.

Wildfire Hazard and Risk Assessment of Public Lands:

In 2023, the City initiated a new wildfire hazard and risk assessment ([WRA](#)) for public lands in and around the City. The purpose was to develop a comprehensive, science-based wildfire hazard and risk assessment and to provide mitigation recommendations for the City's public lands and facility grounds to be more resilient against future events. General best management practices were summarized in the report to inform short- and long-term management decisions.

Boulder County's Community Wildfire Protection Plan:

The [Boulder County Community Wildfire Protection Plan \(CWPP\)](#), dated August 2024, provides a means for Boulder County to evaluate current conditions related to wildfire risks and hazards. The goals of the CWPP are to protect lives and reduce risk to property and critical infrastructure by identifying high-risk areas and prioritize actions for minimizing impacts of wildfire to homes, people, and infrastructure. While the CWPP is not a policy document, it does identify and highlight several projects and action priorities specific to Louisville.

Louisville Fire Hardening Code:

On November 4, 2024, the City Council approved [Ordinance 1884, Series 2024](#), creating a city-wide fire hardening code that applies to all residential and commercial structures, including new structures, additions to existing structures, and replacement of building materials when regulated by the building code.

Open Space Wildfire Mitigation:

During 2023 and 2024, the city utilized a variety of measures including trail and fence line fuel reduction, cattle and goat grazing, and noxious weed management to mitigate 636.94 acres of open space. A [story map](#) is provided on the City's website at which provides a treatment map showing the location of the mitigation activities, mitigation table, description of types of mitigation, and partners.

Wildfire Mitigation Campaign Development Contract with Fors Marsh:

On March 18, 2025, the City Council approved a wildfire mitigation campaign development [contract](#) with Fors Marsh to consolidate existing wildfire mitigation resources on the City's website into a single, easily navigable space. The contract is currently broken into three (3) phases with deliverables as follows:

1. Phase 1 – Initial project meetings & planning, research, scoping, strategy development, and materials development
 - a. Deliverables
 - i. Campaign strategy & project plan

- ii. Suite of campaign products
- 2. Phase 2 – Education and outreach
 - a. Potential Deliverables
 - i. Communications calendar
 - ii. Campaign partner inventory
- 3. Phase 3 – Final deliverables and close out
 - a. Potential Deliverables
 - i. Campaign implementation playbook
 - ii. Wildland Urban Interface (WUI) policy recommendations paper

The work is to be completed during 2025.

Crisis Communications Plan

The City has developed a Crisis Communication Plan to work alongside the Emergency Operations Plan (EOP), to provide a structured approach to both internal and external communications during emergencies and interruptions. This plan helps establish clear protocols for information-sharing, ensuring timely, accurate, and coordinated messaging to residents and staff.

Louisville Fire Protection District – Louisville Wildfire and Conflagration Risk Assessment:

Louisville Fire Protection District has contracted with The Ember Alliance to prepare a Wildfire and Conflagration Risk Assessment to enhance the City's understanding of fire behavior in the urban landscape and identify actionable strategies to reduce the risk of structure ignition. The study is broken into three phases: 1) data gathering and quality control, 2) hazard and risk analysis, and 3) outreach planning and document drafting. The final scope of the study is being finalized, and the study is expected to take six months to complete.

ANALYSIS:

Over the past few years, the City has made significant efforts to address disaster preparedness and emergency response, while also implementing recovery efforts from the Marshall Fire. However, the City does not have the staffing or resources necessary to sustain meaningful improvements and maintain steadfast vigilance. To efficiently and effectively address disaster management preparedness, response, and recovery, staff recommends that Louisville join Boulder ODM and hire a consultant to prepare an Emergency Operations Plan and prioritized list of implementation measures.

Disaster Management & Response

While Boulder ODM provides overarching disaster management services to the entire county, Louisville would benefit from more specific and intensive disaster preparedness

and recovery services. Services currently provided by Boulder ODM to the unincorporated areas of Boulder County, and through agreement, the City of Boulder include:

- Prepare and keep current preparedness, mitigation, emergency operations resource mobilization, hazard specific disaster response, and recovery plans consistent with the standards promulgated by the Colorado Office of Emergency Management.
- Prepare, keep current and distribute to appropriate officials, a yearly written work plan of the emergency and disaster responsibilities for the office of disaster management and all local agencies and officials.
- Develop an ongoing process of disaster risk assessment, prioritization of risks, action plan for risk reduction, after action reporting process, improvement plan implementation, and evaluation of results.
- Coordinate disaster planning, training and education efforts.
- Coordinate with all state and federal agencies to obtain services, equipment, supplies, materials and funds for responding to and recovering from disaster which are beyond the response capabilities of the City or County.
- Negotiation on behalf of the City and County with other duly constituted governmental agencies with the State of Colorado for establishment of such mutual aid agreements as may be necessary.
- Operate the Emergency Operations Center and coordinate the Multiple Agency Coordinating System (MACS), a voluntary organization, which coordinates the activities of political jurisdictions in Boulder County, so as to minimize suffering and loss of life and property in any natural or human-made disaster through the effective utilization of critical resources.
- Coordinate with a local Volunteer Organizations Active in Disasters (VOAD) capability to ensure volunteer resources can be utilized to the individual needs of the elderly, infirm or handicapped during disasters or other emergency situations which impose hardships on such individuals.
- Seek to secure federal grant funding and programs for emergency management programs, community preparedness, disaster response, mitigation and recovery to meet local requirements in mitigating natural or human-made disasters.
- Manage federal grant funding and programs as awarded with those standards established by federal agencies.

During initial discussions with the Boulder ODM Director, Mike Chard, Boulder ODM does not currently have the staffing capacity to assist Louisville with the services noted above. If Louisville is successful in working with Boulder County and the City of Boulder to join Boulder ODM, Director Chard anticipates that at least one additional full-time equivalent employee will be required. In addition, Louisville will need to participate in general overall administration costs.

Preparation of an Emergency Operations Plan and Prioritized List of Implementation Measures

While the City has a multitude of emergency preparedness/disaster management resources, there is not a current Emergency Operations Plan (EOP) or comprehensive list of mitigation measures and projects recommended in all the various studies and assessments.

An EOP provides specific guidance to those activated in the event of an emergency in order to save lives, enhance the health and safety of citizens, and protect property and the environment. It acts as an activation guide and authorizes the City's personnel in all its departments to perform their duties before, during, and after an emergency. It outlines the process to proclaim an emergency, provides the plan for the continuity of government, provides checklists, and analyzes specific hazards/threats.

Many studies and assessments have been prepared that analyze threats to the City and provide mitigation measures/projects for implementation to minimize those threats. However, there has not been a comprehensive review and compilation of those mitigation measures/projects so that the measures can be prioritized for funding and implementation.

Staff is requesting authorization to prepare a Request for Proposals (RFP) to hire a consultant to prepare an EOP and review the various studies and assessments that have been prepared to develop a comprehensive, prioritized list of implementation measures.

Even if the City is successful in joining Boulder ODM, an EOP will still be required.

2025 COUNCIL WORK PLAN:

Disaster preparedness and emergency response are vital to support the City Council's 2025 Work Plan, focusing on Council's priorities of economic vitality, safety, core services, and housing. Residents and business owners need to feel secure in the City's ability to adequately prepare for, respond to, and recover from emergencies.

FISCAL IMPACT:

Budgeted?: No

Funds are not currently budgeted to join Boulder ODM or hire a consultant to prepare an EOP and a comprehensive, prioritized list of recommended implementation measures. Depending on timing, either a budget amendment or budget request will be required to fund both activities.

ALTERNATIVE(S):

1. Do not initiate discussions with Boulder County and the City of Boulder to join Boulder ODM. If the City does not join Boulder ODM, then staff will recommend and request additional resources to enhance current disaster management and emergency preparedness efforts.

2. Do not proceed with a Request for Proposals to hire a consultant to develop an Emergency Operations Plan and prioritized list of implementation measures. Staff will continue to utilize the 2012 EOP and make edits as necessary to try to update the document.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to initiate discussions with Boulder County and the City of Boulder to join Boulder ODM, and to develop a Request for Proposals to hire a consultant to prepare an Emergency Operations Plan and prioritized list of implementation measures.

ATTACHMENT(S):

1. Staff Presentation



Disaster Preparedness & Emergency Response

May 6, 2025



Background

- Boulder Office of Disaster Management (ODM)
 - Formed in 2005 between Boulder County and the City of Boulder to oversee the delivery of disaster services.
 - Mission focuses on disaster management through community preparedness, mitigation of hazards, and effective disaster response and recovery.
 - ODM has a highly skilled and dedicated team led by Mike Chard.
 - Overseen by a Board of Directors consisting of Sheriff Curtis Johnson, City of Boulder Police Chief Stephen Redfearn, Boulder Fire-Rescue Chief Mike Calerazzo, Boulder County Administrator Jana Peterson, and City of Boulder City Manager Nuria Rivera-Vandermyde.



05/06/2025

Background

■ Louisville Emergency Preparedness/Disaster Management Resources



Background

■ Louisville Emergency Preparedness/Disaster Management Resources

- Continuity of Operations Plan (COOP) – Internal COOP was created in 2009 and later updated during COVID-19. Staff is in the process of rewriting the COOP.
- Emergency Operations Plan (EOP) – Presented to Council in 2012. The EOP details the roles and responsibilities of city officials, emergency responders, and organizations.
- 2022-2027 Boulder Hazard Mitigation Plan – Identifies the hazards that threaten communities in Boulder County, evaluates the risks from those hazards, and outlines a strategy to reduce or eliminate the risks. Louisville is specifically addressed in Annex E.

Background

- Louisville Emergency Preparedness/Disaster Management Resources
 - Creation of the Recovery & Resilience Division – Established in August 2023 to provide ongoing support for both internal and external recovery efforts following the Marshall Fire (2021).
 - Wildfire Hazard and Risk Assessment of Public Lands (WRA) – Prepared in 2023 to develop a comprehensive, science-based wildfire hazard and risk assessment and to provide mitigation recommendations for the City's public lands and facility grounds to be more resilient against future events.

Background

- Louisville Emergency Preparedness/Disaster Management Resources
 - Boulder County's Community Wildfire Protection Plan (CWPP) – Finalized in August 2024, the CWPP provides a means for Boulder County to evaluate current conditions related to wildfire risks and hazards.
 - Fire Hardening Code – In November 2024, the City Council approved Ordinance 1884, Series 2024, creating a city-wide fire hardening code that applies to all residential and commercial structures, including new structures, additions to existing structures, and replacement of building materials when regulated by the building code.

Background

- Louisville Emergency Preparedness/Disaster Management Resources
 - Open Space Wildfire Mitigation – During 2023 and 2024, the City utilized a variety of measures including trail and fence line fuel reduction, cattle and goat grazing, and noxious weed management to mitigate 636.94 acres of open space.
 - Wildfire Mitigation Campaign Development Contract with Fors Marsh – In March 2025, Council approved a wildfire mitigation campaign development contract to consolidate existing wildfire mitigation resources on the City’s website into a single, easily navigable space.

Background

- Louisville Emergency Preparedness/Disaster Management Resources
 - Crisis Communications Plan – Staff have developed an internal communications plan to provide a structured approach to internal and external communications during emergencies and interruptions to provide timely, accurate, and coordinated messaging to residents and staff.
 - Louisville Fire Protection District (LFPD) – Louisville Wildfire and Conflagration Risk Assessment (WCRA) – LFPD has contracted with The Ember Alliance to prepare a WCRA to enhance the City’s understanding of fire behavior in the urban landscape and identify actionable strategies to reduce the risk of structure ignition.

Analysis

- Disaster Management and Response
 - Boulder ODM provides overarching disaster management services to the entire county.
 - Through an IGA, Boulder ODM provides preparedness, response, and recovery services to the City of Boulder for items such as:
 - Prepare and keep current preparedness, mitigation, emergency operations resource mobilization, hazard specific disaster response, and recovery plans consistent with the standards promulgated by the Colorado Office of Emergency Management.
 - Develop an ongoing process of disaster risk assessment, prioritization of risks, action plan for risk reduction, after action reporting process, improvement plan implementation, and evaluation of results.
 - Coordinate disaster planning, training and education efforts.
 - Operate the Emergency Operations Center.
 - Seek to secure federal grant funding and programs for emergency management programs, community preparedness, disaster response, mitigation and recovery, and manage federal grant funding and programs.

Analysis

- Disaster Management and Response
 - Boulder ODM does not currently have the staffing capacity to assist Louisville with the services noted.
 - If Louisville is successful in working with Boulder County and the City of Boulder to join Boulder ODM, Director Mike Chard anticipates that at least one additional full-time equivalent employee will be required. Louisville would also need to participate in general overall administration costs.

Analysis

- Preparation of an Emergency Operations Plan and Prioritized List of Implementation Measures
 - City has a multitude of emergency preparedness/disaster management resources but lacks a current Emergency Operations Plan (EOP) or comprehensive list of mitigation measures and projects recommended in all the various studies and assessments.
 - An EOP provides specific guidance to those activated in the event of an emergency and authorizes the City's personnel to perform their duties before, during, and after an emergency. It outlines the process to proclaim an emergency, provides the plan for the continuity of government, provides checklists, and analyzes specific hazards/threats.

Analysis

- Preparation of an Emergency Operations Plan and Prioritized List of Implementation Measures
 - Many of the studies and assessments provide mitigation measures and projects for implementation to minimize threats.
 - There has not been a comprehensive review and compilation of those mitigation measures/projects so that measures can be prioritized for funding and implementation.

2025 Council Work Plan

- Disaster preparedness and emergency response are vital to support the City Council's 2025 Work Plan, focusing on Council's priorities of economic vitality, safety, core services, and housing. Residents and business owners need to feel secure in the City's ability to adequately prepare for, respond to, and recover from emergencies.

Fiscal Impact

- Funds are not currently budgeted to join Boulder ODM or hire a consultant to prepare an EOP and a comprehensive, prioritized list of recommended implementation measures. Depending on timing, either a budget amendment or budget request will be required to fund both activities.

Alternatives

- Do not initiate discussions with Boulder County and the City of Boulder to join Boulder ODM. If the City does not join Boulder ODM, then staff will recommend and request additional resources to enhance current disaster management and emergency preparedness efforts.
- Do not proceed with a Request for Proposals to hire a consultant to develop an Emergency Operations Plan and prioritized list of implementation measures. Staff will continue to utilize the 2012 EOP and make edits as necessary to try to update the document.

Recommendation

- Council authorize the City Manager to:
 - Initiate discussions with Boulder County and the City of Boulder to join the Boulder Office of Disaster Management.
 - Develop a Request for Proposals to hire a consultant to prepare an Emergency Operations Plan and prioritized list of implementation measures.