City Council

Agenda

Tuesday, June 3, 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 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. Recreation & Senior Center Indoor Batting Cage Sole Source Request

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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. Resolution No. 35, Series 2025 – A Resolution Approving an Intergovernmental Agreement for Youth Corps Program Services
C. Approval of Flatbed Truck Purchase
D. Approval of 2025 Vehicle Purchases from Ken Garff Ford (7) and Daniels Long Automotive (2)
E. Award Master Service Agreement Contracts for Engineering On-Call Services
F. Resolution No. 36, Series 2025 – A Resolution Approving a Management Agreement with the City of Boulder Concerning the Davidson Mesa Trail

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. ORDINANCE NO. 1896, SERIES 2025 – AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE SECTION 17.72.190 REGARDING YARD AND BULK REQUIREMENTS FOR GENERAL DEVELOPMENT PLANS – 1ST READING, SET PUBLIC HEARING

- Introduction
- Staff Presentation
- Action-Set Public Hearing

B. RESOLUTION NO. 37, SERIES 2025 – A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO REPLACE EXISTING FREESTANDING SIGNS AND ADD A NEW WALL SIGN ON THE AVISTA ADVENTIST HOSPITAL CAMPUS

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

C. RESOLUTION NO. 38, SERIES 2025 – A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AGREEMENT TO ALLOW CONSTRUCTION OF A 7,150 SQUARE-FOOT INDUSTRIAL BUILDING AND A 7,000 SQUARE-FOOT INDUSTRIAL BUILDING AT 380 S TAYLOR AVENUE

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

D. ORDINANCE NO. 1897, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING PARKING MINIMUMS FOR MULTIFAMILY AND ADAPTIVE REUSE DEVELOPMENT – 1ST READING, SET PUBLIC HEARING

- Action Introduction
- Staff Presentation
- Action-Set Public Hearing

E. LOUISVILLE CENTER FOR THE ARTS DIGITAL SIGN

- 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 06/17/2025

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

- Juneteenth Proclamation
- Sesquisemi Proclamation
- South Street Underpass Final Design Contract
- CU Presentation
- Award Phase 2 Median Landscape Renovations (Dillion / Via Appia)
- Universal Preschool IGA with State of Colorado
- Development Agreement – King Soopers
- WTP Chlorine Dioxide Replacement

SUBJECT: RECREATION & SENIOR CENTER INDOOR BATTING CAGE SOLE SOURCE REQUEST

DATE: JUNE 3, 2025

PREPARED BY: ADAM BLACKMORE, PARKS, RECREATION & OPEN SPACE DIRECTOR
KATHY MARTIN, RECREATION & SENIOR SERVICES SUPERINTENDENT

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

SUMMARY:
A capital project request for indoor batting cages at the Louisville Recreation & Senior Center was originally submitted with vendor estimates in 2019 and has been resubmitted for consideration each year following. The project was approved as a Capital Improvement Project for the 2025-2026 budget. As part of the 2025 project planning, and understanding this type of work/product is potentially specialized and unique, staff reached out for quotes to both Powers Products and Pioneer Athletics. Powers Products indicated they are no longer equipped to manage this type of project and referred us to Norcon. Pioneer Athletics did not respond to our inquiry.

Norcon has since provided a comprehensive quote and is prepared to manage the entire scope of the project, including installation and electrical work. Given the circumstances, and the lack of response or availability from alternative vendors, we are requesting approval to proceed with Norcon as a sole source provider.

Staff is requesting additional funding of $10,200 and sole source approval to move forward with the project and bring it to completion in the summer of 2025.

BACKGROUND / PRIOR DISCUSSIONS:
Project was submitted as a CIP with the 2025-26 operating and CIP budget process and has been recommended as a Recreation & Senior Center improvement project by the Recreation Advisory Board during their regular project review(s) and recommendation(s) process.

ANALYSIS:
Approve $10,200 additional funds from the general fund to proceed with the project as well as sole source contractor.

The difference in project cost between 2019 and 2025 is attributed to increased material & labor costs as well as the inclusion of electrical work, which was not part of the original scope.

2025 COUNCIL WORK PLAN:
This is an approved project in the 2025-26 capital project budget.

FISCAL IMPACT:
Budgeted?: **Yes**
Currently budgeted in account number: 301511-620158 for $16,000 and would require the requested additional funds from the same project account.

ALTERNATIVE(S):
An alternative for the project includes not doing the project and resubmitting for a future year CIP at the higher budget amount. An additional alternative would be to resubmit the amendment request with the additional funds coming from the Recreation Fund balance.

RECOMMENDATION:
Staff recommends approving the additional $10,200 project costs and sole source vendor to proceed with the project in August 2025.

ATTACHMENT(S):
1. Memo – Budget Amendment and Sole Source Request – Indoor Batting Cage
2. Norcon bid proposal – 2025
3. Powers Products bid proposal – 2019

City of Louisville
COLORADO • SINCE 1878

MEMO

To: Adam Blackmore, Director of Parks and Recreation

From: Kathy Martin, Superintendent of Recreation and Senior Services

Date: June 3, 2025

Subject: Budget Amendment and Sole Source Request-Indoor Batting Cage

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The Parks and Recreation Department would like to request the use of Norcon as a sole source provider for the purchase and installation of a practice batting cage in the turf gymnasium at the Louisville Recreation & Senior Center.

This project was submitted as a CIP originally in October 2019 with a budget of $16,000.00, based on a quote from Powers Products. Quote attached for reference.

As part of the 2025 project planning, staff reached out for quotes to both Powers Products and Pioneer Athletics. Powers Products indicated they are no longer equipped to manage this type of project and referred us to Norcon. Pioneer Athletics did not respond to our inquiry.

Norcon has since provided a comprehensive quote and is prepared to manage the entire scope of the project, including installation and electrical work. Given the circumstances, and the lack of response or availability from alternative vendors, we are requesting approval to proceed with Norcon as a sole source provider.

The difference in project cost between 2019 and 2025 is attributed to increased material costs and the inclusion of electrical work, which was not part of the original scope.

Project approved budget: $16,000 Budget account: 301511-620158
Quote from Norcon: $26,200

Staff is requesting additional funding of $10,200 to complete this project in August 2025 during the annual maintenance closure of the Recreation & Senior Center. The additional funds would come from the general fund.

NORCON

May 6, 2025

PROJECT: **Louisville Recreation Center – Practice Cage**

WE ARE PLEASED TO OFFER PRICING FOR THE ABOVE PROJECT AS FOLLOWS:

GYMNASIUM EQUIPMENT *by Draper Inc.*

ONE (1) BOTTOM-LIFT PRACTICE CAGE

- Mounted between trusses // 115V 3/4HP Motor with Key Switch
- 4' stack height

The above as noted herein, **Furnished and Installed**: **$21,000.00**

ONE (1) SIDE-LIFT PRACTICE CAGE

- Mounted between trusses // 115V 3/4HP Motor with Key Switch
- 2' stack height

The above as noted herein, **Furnished and Installed**: **$20,000.00**

ONE (1) CENTER-LIFT PRACTICE CAGE

- Mounted between trusses // 115V 3/4HP Motor with Key Switch
- 3' stack height

The above as noted herein, **Furnished and Installed**: **$19,500.00**

ELECTRICAL

- Provide and Install a new 120V 20A circuit from panel 1LMB
- Install new circuit through hallway into the gym storage room
- Surface mount conduit
- Install key switch and make final electrical connections

The above as noted herein, **Furnished and Installed**: **$5,200.00**

CLARIFICATIONS:

The above price does not include: Any quantities/sizes/options/products other than those listed above, structural attachment points above 26'-0", additional ceiling or structural supports or crossmembers not deemed necessary by mfg., storage/storage fees, painting of surface mounted conduits. **EXCLUDES permits, fees, bonds, sales tax.**

PRICING IS GOOD FOR 30 DAYS

Respectfully,

Nathan LeMay

CO Office: 8200 East Pacific Place, Suite 210, Denver, CO 80231
Main Office: 505-343-8801 Direct: 720-339-9019
www.norconnm.com nathan.L@norconnm.com

BID PROPOSAL

TO:	City of Louisville	E-mail:	jessed@louisvilleco.gov
ATTN:	Jesse DeGraw	Phone:	303.335.4909
DATE:	10/31/2019	Fax:	
PROJECT:	**Louisville Recreation Center**		
Based on Drawings & Specs Dated:	Bid inquiry; no site visit conducted		
Addendum Acknowledged:			

SPEC SECTION	SPEC TITLE	SCOPE	BID AMOUNT
	Qty. (1) Indoor Batting Cage – BOTTOM LIFTING	Furnish & Install	$15,725.00
	Qty. (1) Indoor Batting Cage – SIDE LIFITING	Furnish & Install	$14,721.00
		TOTAL	**TBD**
		% Tax Included	N/A
		ADD for Bonds	1.1%

DESCRIPTION OF WORK:

We propose to furnish and install the following:

One (1) bottom lifting multi-sport practice cage, 14'H x 14'W x 70'L
- Direct Attachment to Trusses
- 115 V3/4 HP Motor with Key Switch
- Recommended minimum attachment height 25'

OR

One (1) side lifting multi-sport practice cage, 10'H x 12'W x 70'L
- Direct Attachment to Trusses
- 115 V3/4 HP Motor with Key Switch

CLARIFICATIONS:

1.) After City of Louisville provides approval for this quote; we would need to verify there is enough space for this without any interference with BB and/or divider; and would also need to verify this would be direct attachment.

2.) The above price does not include; Any quantities/sizes/options/products other than those not listed above, installation of volleyball equipment, structural attachment points above 26'-0", additional ceiling or structural supports or crossmembers not deemed necessary by mfg., electrical wire, pulling of wire, pull boxes, junction boxes, any conduit, all final electrical connections, storage/storage fees, protection after delivery/during storage/after installation, general liability coverage for general contractor completed operations is also not included and is the responsibility of the general contractor through its own insurance coverage, permits, bonds or sales tax.

Respectfully Submitted,

Chris Stone
Direct: 303-226-1625 Email: chriss@powersproducts.com

NOTICE TO PROCEED*: _____ DATE: _____

SUBJECT: **RESOLUTION NO. 35, SERIES 2025 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR YOUTH CORPS PROGRAM SERVICES**

DATE: **JUNE 3, 2025**

PREPARED BY: **EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT**

PRESENTED BY: **ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION & OPEN SPACE**
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

SUMMARY:
Seeking City Council approval of the "Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement" (IGA) and accompanying Resolution which will secure a Youth Corps team (1/2 team) for eight weeks of service. The team will provide essential natural resource and maintenance services to Louisville Open Space and Park lands while also fostering work skill development and land stewardship/environmental education for local youth.

BACKGROUND / PRIOR DISCUSSIONS:
This IGA is a continuation of a 19-year relationship between Louisville Open Space and Boulder County Parks & Open Space (BCPOS). City staff and BCPOS have worked closely over the last two decades to determine projects that are both engaging and educational for the corpsmembers and provide value to City's open space and park lands.

ANALYSIS:
The team, comprised of five Louisville area youths (14-17 years old), is led by one adult team lead employed by BCPOS, and supported by Louisville staff. The team will be engaging in a variety of operational projects including flower bed mulching, trail improvements, willow plantings for habitat improvement, noxious weed control, ditch clearing, trash and bench pad installation, and fence installation.

This mutually beneficial agreement encourages local teens to develop a sense of ownership in the community and encourages them to become the next generation of land stewards, while allowing the City to complete much needed maintenance on public amenities and assets

2025 COUNCIL WORK PLAN:
This work supports the 2025 Council work plan focus area of core services and supports the lens of sustainability by increased maintenance which extends life span of amenities and improving habitat which leads to a myriad ecosystem services improvements**.**

FISCAL IMPACT:
Budgeted?: **Yes**
This budget is allocated to three different operational subprograms. The General Open Space Administrative Sub Program, Open Space Trails Sub Program, and the Parks General Administrative Sub Program. The cost share between Open Space and Parks reflects the actual field time spent supporting each division. All subprograms have sufficient funds to cover the amounts denoted and the breakdown is as follows:

- 210750-533100: $7,398.81
- 210757-533100: $5,918.52
- 211751-533100: $6,657.67

ALTERNATIVE(S):
Alternatives include increasing Open Space staffing to meet ongoing operational needs. However, standard hiring alone would not meet the objective of fostering short-term opportunities for youth in the Louisville community. If the work is not approved, the majority of the work will be deferred to 2026.

RECOMMENDATION:
Staff recommends that Council approve Resolution No. 35, Series 2025 approving the Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement.

ATTACHMENT(S):

- Resolution No. 35, Series 2025
- Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement

RESOLUTION NO. 35
SERIES 2025

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR YOUTH CORPS PROGRAM SERVICES

WHEREAS, Boulder County provides a summer youth employment program known as Boulder County Youth Corps; and

WHEREAS, an Intergovernmental Agreement has been proposed between Boulder County and the City for the City's participation in and financial support of the summer youth program; and

WHEREAS, by this resolution the City Council desires to approve the Intergovernmental Agreement.

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

Section 1. The City Council hereby approves the Boulder County 2025 Youth Corps Program Services Intergovernmental Agreement (the "Agreement") by and between the County of Boulder and the City of Louisville in substantially the same form as the copy of such Agreement accompanying this Resolution.

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

PASSED AND ADOPTED this ____ day of _____ 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

BOULDER COUNTY
2025 YOUTH CORPS PROGRAM SERVICES
INTERGOVERNMENTAL AGREEMENT

CITY OF LOUISVILLE

This Agreement for the Youth Corps Program Services (hereinafter referred to as "Agreement") is executed between the **COUNTY OF BOULDER,** State Of Colorado, a Body Corporate and Politic, acting through and by its Board of County Commissioners, P. O. Box 471, Boulder, Colorado, 80302, hereinafter referred to as the "County" and the **CITY OF LOUISVILLE**, a Colorado Home Rule Municipality, 749 Main Street, Louisville, Colorado, 80027, office telephone number 303-666-6565 and fax number 303-335-4550, hereinafter referred to as the "City" and jointly hereinafter referred to as the "Parties".

WHEREAS, the County provides a summer youth employment program specifically known as the "Boulder County Youth Corps", more fully described in Exhibit "A" Scope of Services, (please refer to attached Exhibit "A"); and

WHEREAS, the County program will provide valuable services to the community which are deemed to be essential for the immediate protection and preservation of the public health, safety, convenience and general welfare of the citizens of Boulder County; and

WHEREAS, the City has agreed to participate in and financially support the summer youth employment program, and is authorized to execute this Agreement by law, including Colorado Constitution Article XIV, Section 18 and C.R.S. 29-1-201, et seq.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The City will pay the County the full amount set forth in the Agreement by the deadline of August 1, 2025. The County's year-end report to the City will contain complete and accurate statements of services rendered, including any reductions in services provided as a result of applicable public health orders. If there are any reductions in services provided, the County will reimburse the City for any portion of the funds for which the City has paid, but for which services were not provided. Reimbursements will be made within 30 days of the year-end report.

2. Term: The Agreement will begin on June 1, 2025, and continue through December 31, 2025.

The dates for the 2025 Youth Corps season are designated as June 17, 2025, continuing through August 6, 2025.

3. Integrated Agreement and Amendments: This Agreement is an integration of the entire understanding between the Parties with respect to the matters set forth herein. This Agreement cannot be altered or amended except in writing, signed by duly authorized

representatives of the Parties. This Agreement incorporates herein by reference of the attachments specified as Exhibit "A" Scope of Services and Exhibit "B" Annual Financial Report.

4. Services: The County agrees to provide the services listed in Exhibit "A" to the community. In addition to the services, the County agrees to:

a. Be available for consultation as needed; and
b. Provide the City with all necessary information; and
c. Facilitate the provision of support services that become necessary.

5. Identification of Hazardous Conditions: Prior to the County providing any services listed in Exhibit "A", the City will notify the County of all known hazardous conditions at all of the Youth Corps Program Services work sites. If the City becomes aware of new or additional hazardous conditions throughout the term of this Agreement, the City will immediately notify the County.

6. Payment: The City agrees to pay the County the sum of $19,975.00 (Nineteen thousand nine hundred seventy-five dollars and 00/100ths) on or before August 1, 2025. The County will submit, in writing, an invoice for services.

7. Audit: The City reserves the right to conduct an audit of all records related to this Agreement should the City have concerns about the County's performance of the services listed in Exhibit "A".

8. Reporting Requirements: The County further agrees to submit a year-end report to the City. The annual report will contain complete and accurate statements of services rendered, according to the format of Exhibit "B" (please refer to attached Exhibit "B") to this Agreement, signed by the County's signatory, or its authorized agent, and submitted no later than February 15, 2026. Besides any other remedies, the City may decline to consider further Agreements if the County does not submit its annual report on time.

9. **Independent Contractor: The County and any persons employed or engaged by the County to perform services under this Agreement will perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Agreement is intended or will be construed as in any way establishing the relationship of copartners or joint ventures between the Parties or as construing the County, including its agents, employees, and any persons engaged by the County to perform services under this Agreement as an agent or employee of the City. The County will remain an independent and separate entity. The County will not be supervised by any employee or official of the City nor will the County exercise supervision over any employee or official of the City. The County will not represent that the County is an employee or agent of the City in any capacity. The County, its officers, employees or any other persons engaged by it under this Agreement, are not entitled to Workers' Compensation benefits except as may be provided by the County or some entity other than the**

City. The County is obligated to pay federal and state income tax on money earned pursuant to this Agreement, if applicable.

10. Personnel: The County agrees to provide competent personnel to supervise the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

11. Insurance: The City and County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended ("Act"). The City and County must at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet their liabilities under the Act. Upon request by either Party, the other Party must show proof of such insurance.

12. Liability: Each Party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform under this agreement. By agreeing to this provision, neither the City nor the County waives or intends to waive, as to any person, the limitations on liability or other protections which are provided to the City and the County under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq.

13. Termination: This Agreement will be subject to termination by either Party in the event of the failure of the other party to perform any of the terms herein set forth. In such event, written notice must be given to the other and if the conditions of noncompliance specified in such notice is not corrected, within ten (10) days of receipt, of the date of such notice, this Agreement will be terminated and of no further effect at the option of the party not in default of the terms herein contained. Notices must be mailed to the designated Parties as specified in Section 20.

14. Provisions Construed as to Fair Meaning: The provisions of this Agreement must be construed as to their fair meaning, and not for or against any Party based upon any attributes to such party of the source of the language in question.

15. Headings for Convenience: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

16. Compliance with Ordinances and Regulations: The County will perform all obligations under this Agreement in strict compliance with all federal, state, and city laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the County's services under this Agreement and specifically, will comply with all applicable child labor laws and will not discriminate against any person on the basis of sex, race, creed, national origin, disability, or otherwise as prohibited by law.

17. No Implied Representations: No representations, agreements, covenants, warranties, or certifications, express or implied, will exist as between the Parties, except as specifically set forth in this Agreement.

18. No Third-Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement are strictly reserved to the County and the City, and nothing contained in this Agreement will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement will be deemed an incidental beneficiary only.

19. Financial Obligations of City: All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement will be deemed a pledge of the City's credit, the creation of any multiple, fiscal-year obligation, or a payment guarantee by the City to the County. In the event appropriated funds are not available, both Parties shall be relieved of their obligations hereunder.

20. Notices: For purposes of the notices required to be provided under this Agreement, all such notices must be in writing, and must be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the Parties at the following addresses:

For the County:
Parks and Open Space Department
Attention: Luiz Blanco-Bertolo
5201 St. Vrain Road
Longmont, CO 80503
lblanco-bertolo@bouldercounty.gov

For the City:
City of Louisville
Parks and Recreation Department
Attention: Jacob Marinkovich
749 Main Street
Louisville, CO 80027
jmarinkovich@louisvilleco.gov

21. Waiver: No waiver of any breach or default under this Agreement will be a waiver of any other or subsequent breach or default.

22. Severability: Invalidation of any specific provisions of this Agreement will not affect the validity of any other provision of this Agreement.

23. Governing Law and Venue: This Agreement will be governed and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement will be in Boulder County, Colorado.

24. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures will be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

25. Colorado Open Records Act: All Parties may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

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

COUNTY OF BOULDER
STATE OF COLORADO

_____
Therese Glowacki
Director, Parks and Open Space

APPROVED
By Boulder County Attorney (apg) APPROVED as to FORM at 4:23 pm, Apr 02, 2025

CITY OF LOUISVILLE

_____ _____
Attest Mayor

___Genny Kline_____ ___Chris Leh_____
Interim City Clerk (Print) Print Name

_____
Date

APPROVED AS TO FORM:

_____

_____
Assistant City Attorney (Print)

EXHIBIT A
SCOPE OF SERVICES

1. LOCATION OF WORK PROJECTS:
   Various locations in parks, open space, and trails throughout the City of Louisville.

2. DATE OF WORK PROJECTS:
   June 17, 2025, continuing through August 6, 2025

3. TYPE OF WORK TO PERFORM:
   Work will be performed manually and only with the use of non-powered, hand tools.
   a. Mulching around trees and shrubs.
   b. Add crusher fines and wood retainers around memorial benches.
   c. Add crusher fines to soft trails.
   d. Remove noxious weeds around various locations.
   e. Remove dead and downed woody material.

4. OTHER CONDITIONS:
   Boulder County Youth Corps will provide a half team consisting of the following:

   a. One (1) six (6) person work team consisting of one (1) adult team leader with five (5) youth team members assigned to work in the City. Team member ages 14-17; and

   b. The work team will utilize tools and safety protection wear as deemed necessary. Transportation provided to and from the designated work sites by they County.

5. PROGRAM SERVICES GOALS AND OBJECTIVES FOR 2025:
   Number of youth served:
   One (1) half Team, consisting of five (5) youth team members.

   Ages: 14-17

MAINTENANCE TEAM:

A total of eight (8) weeks, consisting of project-based employment and supervision with an emphasis on service to the City, a teamwork experience, environmental education and enhancement of job skills and civic responsibility.

Describe how effective this activity was in achieving goal/objective and how effectiveness was measured:

EXHIBIT B
2025 ANNUAL FINANCIAL REPORT

Please submit a financial statement that has been approved by the agency's Board or complete the following information.

Expenditures Category	Amount Budgeted	Expenditures	Percentage of Budgeted Expenditures
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
Total Expenses			

SUBJECT: APPROVAL OF FLATBED TRUCK PURCHASE

DATE: JUNE 3, 2025

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

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

SUMMARY:
Staff recommends approval for the purchase of one (1) 2026 Freightliner M2106 tandem-axle flatbed truck from Custom Truck One Source for $245,320.

The fully equipped vehicle will support primarily the City's water and stormwater departments but also subsequently support the wastewater and streets operations when required. This is achieved by enabling transportation of equipment to and from jobsites with the least number of vehicles on site in order to minimize disruption of traffic as much as possible and improve maneuverability while completing routine and emergency repairs.

BACKGROUND / PRIOR DISCUSSIONS:
The budget for this equipment was approved through the 2025/2026 budget process and is in the approved 2025 Budget.

On March 4, 2025 City Council approved the purchase of an excavator with language that also explained a follow up purchase for a flatbed truck would take place to move the excavator and other equipment around the City.

This combination of equipment provides additional flexibility and mobility for water break repairs and driver commercial driver license requirements.

ANALYSIS:
This vehicle in combination with a recently purchased excavator will replace Unit 3420, a 2010 John Deere 410 Backhoe, which has reached the end of its service life. Fleet lifecycle decisions are reviewed and approved by the Operations Superintendent in coordination with the Public Works Director to ensure timely and cost-effective equipment replacement.

Lead time for this equipment is currently estimated at 2-3 months based upon current vendor feedback and build queue.

2025 COUNCIL WORK PLAN:
The purchase of the truck generally supports Core Services and Safety as it will be used for maintenance of existing infrastructure and assets, and to respond to emergency repairs.

FISCAL IMPACT:
Budgeted?: **Yes**
The total cost of the vehicle and associated upfitting is $242,720.00 with an additional $2,600.00 freight charge. The original approved budget for this purchase was $207,349.71. The current estimate for the truck is over the original budget due to several key factors. Primarily, there has been a notable increase in material costs since the initial inquiry. The vendor had originally provided a verbal estimate early in the process, but due to the specialized nature of the build and market fluctuations, that estimate did not fully account for the final projected cost. Now that a formal quote has been provided, the total is higher than originally anticipated.

Given purchasing climate unknowns, staff is also recommending an additional 10% contingency in the amount of $25,000 for any pricing changes that may occur during the ordering process.

This purchase exceeds the approved budget and will require a budget amendment of $62,971 between two accounts.

Water Fund	501498 – 640000: $50,377
Stormwater Fund	503499 – 640000: $12,594

TOTAL FISCAL IMPACT: $ 270,320

The purchase price of this vehicle was reviewed against cooperative purchasing equipment available and determined to be within competitive price range for sole source purchase while also considering lead time and equipment build timelines.

ALTERNATIVE(S):
An alternative approach would be to stick with a traditional backhoe. The City chose the current recommendation and pathway with approval of an excavator purchase on March 4, 2025.

RECOMMENDATION:
Staff recommends City Council authorize the Public Works Director to enter purchasing agreements with Custom Truck One Source for the purchase of one (1) 2026 Freightliner M2106 tandem-axle flatbed.

ATTACHMENT(S):
1. Custom Truck One Source Quote
2. Sourcewell Benchmark Quote

2026 Freightliner M2106 Plus

28’ 15T Retriever Truck

Item#100_05244

Truck Specifications

2026 Model Year
Cummins L9 350hp @ 1050 Lb/Ft
Cummins Compression Brake
Battery Disconnect Switch
Jump Start Posts On Frame
Allison 3000RDS Automatic Transmission
Trailer Towing Provision
RH Under Step Aftertreatment System W/ Horizontal Tailpipe
6 Gal Def Tank
Block Heater W/ Receptacle Under LH Door
20000lb Front Axle
46000lb Rear Axles
Driver Controlled Traction Differential - Both Axles
46000 Airliner Rear Suspension
Air Disc Brakes
279” Wheel Base
Double Channel Frame
Chrome Bumper
Removable Front Tow Hooks
90 Gal L/H Aluminum Fuel Tank
385 Front Tires On Aluminum Wheels
255/70R22.5 Rear Tires On Aluminum Wheels
West Coast Bright Finish Heated Mirrors
Rh Fender Mounted Mirror
Exterior Sun Visor
Power Windows & Locks
High Back Air Suspension Driver Seat
2 Man Tool Box Passenger Seat
Tilt/Telescope Steering Column
Cab Blow Out Kit w/ Air Hose & Nozzle

Body Specifications

Retriever Model 15T
30000Lb Rating
28’x102” Bed
Air-Operated Deck & 3-Position Ramp
Premium-Quality Airbags
Exclusive No-Idle Operating System
High Strength Steel Deck, Low Profile - 102” Wide
Chain Slot Tie-Down Points - 130 Total
High Strength Steel Bolt on Headboard
Lockable Lighted Aluminum Control Box
All LED Lighting
Back up Camera System
Weatherproof Wiring Harnesses Throughout
Class 7 18000Lb Receiver Hitch
Primed and Powder Coated Finish
Slip Resistant Epoxy Deck Coating
15,000 lb. Warn® Electric Winch, Traverse-Mounted
Trailer Plug, 7-Pole House Trailer Type
Air Trailer Brake Connections
Aluminum Chain Rack with Tray
Chain Binder Storage Racks
LED Dual Mini Light Bars (11”)
Extra-High Intensity Side Beacons (4)
LED Work Lights, Upper (2) & Lower (2)
Wireless Radio Remote Controls, All Deck and Winch Functions

Retriever Model 15T Included Options
28’ Bed
Expanded Metal Rear Deck Panels
Two-Stage Ramp
Midship Steps
Under Deck Chain Storage Boxes - 8
Underbody Work Lights

Sale Price: $242,720.00 FET Included **Ex Works: Union Grove, WI**
M2CC+15T

Price is subject to change without notice and is not guaranteed due to fluctuation in material or component prices, including manufacturer’s surcharges

Quote Number: DJ-Q3334 **EXPIRATION DATE: 06-30-25**

888-684-8146 www.customtruck.com

ASK ABOUT THE CUSTOMIZED AND FLEXIBLE LEASING & FINANCING SOLUTIONS AVAILABLE FROM CUSTOM TRUCK CAPITAL

DISCLAIMER: Specifications are believed to be correct, but may contain errors and/or omissions. Pictures are representative and may not be identical.

Prepared For:
CITY OF LOUISVILLE
Ben Francisco
749 Main St.
Louisville, CO 80027-1829
(303)335 - 4780
Reference ID: N/A

Presented By:
MCCANDLESS TRUCK CENTER LLC
Ken Conway
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Price does not include government mandates, TARIFFS and associated costs, specification changes, destination charges, surcharges (including but not limited to fuel, steel, aluminum other raw materials), vendor price increases and availability, that may be implemented.



Model Profile
2026 HV615 SBA (HV615)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 35000. Calc. GVWR: 60000. Calc. GCWR: 125000
DIMENSION:	Wheelbase: 260.00, CA: 191.00, Axle to Frame: 85.00
ENGINE, DIESEL:	{International S13} EPA 2024, 475HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 475 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.33
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description	F/R Wt (lbs)	Tot Wt (lbs)
Base Chassis, Model HV615 SBA with 260.00 Wheelbase, 191.00 CA, and 85.00 Axle to Frame.	8603/4031	12634
AXLE CONFIGURATION		
AXLE CONFIGURATION 6x4	0/0	0
Notes : Pricing may change if axle configuration is changed.		
ENGINE		
ENGINE, DIESEL {International S13} EPA 2024, 475HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 475 Peak HP (Max)	0/0	0
EMISSION, CALENDAR YEAR {International S13} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
RADIATOR Aluminum, Cross Flow, 1144 SqIn, with 1007 SqIn Charge Air Cooler	0/0	0
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
Includes : FAN Nylon		
AIR CLEANER Single Element, Engine Mounted	0/0	0
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
BLOCK HEATER, ENGINE {Phillips} 120V/1500W	4/0	4
Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
POWERTRAIN INTERFACE MODULE	0/0	0
TRANSMISSION		
TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	300/70	370
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
NEUTRAL AT STOP Neutral at stop not desired	1/1	2
OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25

Description	F/R Wt (lbs)	Tot Wt (lbs)
PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
CLUTCH		
CLUTCH Omit Item (Clutch & Control)	-84/-12	-96
REAR AXLES, SUSPENSIONS		
AXLE, REAR, TANDEM {Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .5"(12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 4.33	0/1915	1915
SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers	0/1053	1053
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints	0/0	0
SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab	0/1	1
SUSPENSION LEVELING VALVE Dual Height; One Additional, for Air Ride Suspension	0/5	5
FRONT AXLES		
AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	203/0	203
FRONT SUSPENSIONS		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	57/0	57
CABS, COWLS, BODIES		
CAB Conventional, Day Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
ARM REST, RIGHT, DRIVER SEAT	3/0	3
CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
CAB REAR SUSPENSION Air Suspension, for High Cab Height	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
Includes : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)	2/0	2
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"	3/0	3
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
MODESTY PANEL Painted	0/0	0
MONITOR, TIRE PRESSURE Omit	-10/-1	-11
SEAT BELT All Orange; 1 to 3	0/0	0
SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Head Rest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust, Dual Shocks	0/0	0
SEAT, PASSENGER {National 2000 195} Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust	67/17	84
SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	15/2	17
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
FRAMES		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	352/678	1030
BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty	0/0	0
WHEELBASE RANGE 250" (635cm) Through and Including 311" (790cm)	502/-502	0
BRAKES		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster		

Description	F/R Wt (lbs)	Tot Wt (lbs)
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0
BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1
DUST SHIELDS, FRONT BRAKE Pad and Rotor, with Air Disc Brakes	7/0	7
BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0
BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/0	0
DUST SHIELDS, REAR BRAKE Pad and Rotor, with Air Disc Brakes	0/14	14
PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type	0/60	60
AIR COMPRESSOR {Bendix ESS 380} 16.8 CFM, Head Unload	0/0	0
AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 120 psi Cut-In/140 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	0/0	0
AIR TANK LOCATION (2) Vertically Stacked, Outside Right Rail, Under Cab in Front of Aftertreatment Box, Perpendicular to Rail	0/0	0
DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks	0/0	0
HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item	0/0	0
TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	0/0	0
Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
STEERING		
STEERING GEAR (2) {TRW (Ross) THP60/RCH60} Dual Power	0/0	0
STEERING COLUMN Tilting and Telescoping	16/3	19
STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped	0/0	0
DRIVELINES		
DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	1/6	7
EXHAUST SYSTEMS		
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	33/0	33
ENGINE COMPRESSION BRAKE {International} for S13 Engines, with Selector Switch and On/Off Switch	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
EXHAUST HEIGHT 10' 11"	21/9	30
MUFFLER/TAIL PIPE GUARD (1) Aluminum	14/5	19
TAIL PIPE (1) Turnback Type	3/0	3

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
ALTERNATOR {Leece-Neville AVI160P2007} Brush Type, 12 Volt, 210 Amp Capacity, Pad Mount, with Remote Sense	1/0	1
BACK-UP ALARM Electric, 102 dBA	0/3	3
BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-15/-7	-22
BATTERY DISCONNECT SWITCH for Cab Power Disconnect, Disconnects Power Distribution Module (PDM) and Body Builder Through Solenoid, Does Not Disconnect Charging Circuits, In-Cab Mounted Switch	1/0	1
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud	15/6	21
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer	1/0	1
HEADLIGHTS LED, Heated, with Daytime Running Lights	0/0	0
HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
HORN, ELECTRIC (2) Trumpet Style	0/0	0
INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch	1/0	1
JUMP START STUD 12V, Remote Mounted	2/0	2
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1

Description	F/R Wt (lbs)	Tot Wt (lbs)
POWER SOURCE, TERMINAL TYPE 2-Post	1/0	1
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America DP60} 12-Volt	0/0	0
STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
SWITCH, AUXILIARY Switch 40 amp Circuit for Customer Use; Includes Wiring Connection at Power Distribution Center (PDC) and Control in Cab	2/0	2
SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	0/0	0
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
FRONT END		
FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	0/0	0
GRILLE Stationary, Chrome Vertical Accent Bars, Chrome Surround	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC		
COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
Includes : PAINT SCHEMATIC ID LETTERS "WN"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0
FUEL TANKS		
FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	17/7	24
DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	15/0	15
FUEL HEATER PLUMBING Plumbing for Blender Valve Integrated in Fuel Water Separator, Thermostatically Controlled, for S13 Engine	0/0	0
FUEL/WATER SEPARATOR {Racor 6600} 12 VDC Electric Heater, Includes Pre-Heater, with Sight Bowl, Includes Water-In-Fuel Sensor	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
WHEELS, TIRES - FRONT		
WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	72/0	72
(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	62/0	62
WHEELS, TIRES - REAR		
WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/96	96
(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/40	40
WHEELS MISC OPTIONS		
WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	0/0	0
BODY INTEGRATION		
BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 12 Inputs (6 Analog & 6 Tri-State) and 17 Outputs (6 High Current, Max 20 amp per Channel, 6 Low Current, 2 PWM, (2) 5A, (1) 5VR), Max 100 amp Total, Includes One Switch Pack with Latched Switches	0/0	0
Services Section:		
WARRANTY		
WARRANTY Standard for HV513/HV515, HV613/HV615 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
SERVICES, TOWING Service Call to 36-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
SRV CONTRACT, EXT ENGINE To 36-Month/300,000 Miles (480,000 km), Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for International S13 Engines	0/0	0
Total Component Weight:	**10341/7506** (lbs)	**17847** (lbs)
CENTURY 30 SERIES LCG 28' INDUSTRIAL ROLL-BACK	0/0	0
Total Body Allied:	**0/0** (lbs)	**0** (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$290,838.00
PREP & DELIVERY, FUEL, MUD FLAPS, ETC	$2,250.00	
Total Preparation And Delivery:		$2,250.00
Freight Charge From Body Builder to Denver	$5,000.00	
Freight	$3,500.00	
Total Freight:		$8,500.00
Total Factory List Price Including Freight:		$301,588.00
Less Customer Allowance:		($139,516.90)
Total Vehicle Price:		$162,071.10
Total Body/Allied Equipment:		$95,500.00
Total Sale Price:		$257,571.10
Total Per Vehicle Sales Price:		$257,571.10
Net Sales Price:		$257,571.10

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

MCCANDLESS TRUCK CENTER LLC
16704 EAST 32ND AVENUE
AURORA CO 80011 -
(303)739-9900

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

SUBJECT: **APPROVAL OF 2025 VEHICLE PURCHASES FROM KEN GARFF FORD (7) AND DANIELS LONG AUTOMOTIVE (2)**

DATE: **JUNE 3, 2025**

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

SUMMARY:
Staff recommends approval for the purchase of seven (7) 2025 Ford F-150 Lightnings from Ken Garff Ford through the State of Colorado Price Agreement # 193819 and two (2) 2025 Chevy Blazer EV's from Daniels Long Automotive through the State of Colorado Price Agreement #193755 for a total of $444,785.

BACKGROUND/PRIOR DISCUSSIONS:
These vehicles will replace existing units in the fleet that have reached the end of their service life. Fleet lifecycle decisions are reviewed and approved by the Operations Superintendent in coordination with the Public Works Director to ensure timely and cost-effective equipment replacement.

Vehicle budget amounts were approved during the 2025/2026 budget process and are included in the approved 2025 Budget.

Through the lense of sustainability every fleet vehicle purchase is reviewed to determine if there is a feasible electric vehicle alternative. Current electric vehicle technology is readily available and within a similar price range of internal combustion vehicles from small cars up to light duty trucks.

ANALYSIS:
The vehicles will support the City's Public Works Engineering, Public Works Operations, Information Technology, and Open Space Divisions. This purchase will provide for the Information Technology and Engineering Divisions of the City to be completely electric for vehicle fleet. Varying pricing represents different upfit packages for different job roles.

FISCAL IMPACT:

Department	Account Numbers	Purchase Price	Budget	Remaining Funds
Information Technology Truck (1)	301173 – 640000	$ 50,827	$ 45,000	($ 5,827)
Operations Sign Truck (1)	301312 – 640000	$ 55,204	$ 70,000	$ 14,796

Operations Locate Truck (1)	501498 – 640000 502498 – 640000	$ 48,104	$ 85,000	$ 36,896
Public Works Engineering (4) 2 Trucks & 2 Blazers	501498 – 640000 502498 – 640000 503499 – 640000 603312 – 640000	$ 187,342	$ 198,000	$ 10,658
Open Space Truck (2)	210522 – 640000	$ 103,308	$ 120,000	$ 16,692
TOTAL		**$ 444,785**	**$ 518,000**	**$ 73,215**

Purchase of these vehicles is within the guidelines set forth in the purchasing policy, cooperative purchasing.

The Chevy Blazers are available immediately and the Ford Lighting lead time is dependent on order queue and could take 2-6 months.

2025 COUNCIL WORK PLAN:
This item supports Core Services and Safety.

RECOMMENDATION:
Staff recommends City Council authorize the Public Works Director to enter purchasing agreements with Ken Garff Ford for the purchase of seven (7) 2025 Ford F-150 Lightnings and a purchasing agreement with Daniels Long Automotive for the purchase of two (2) 2025 Chevy Blazer EV's.

ATTACHMENTS:
1. Quote from Ken Garff Ford
2. Quote from Daniels Long Automotive

JOHN WIENEKE
COMMERCIAL ACCOUNT MANAGER
KEN GARFF FORD GREELEY
4901 29TH STREET
GREELEY CO 80634
970 616-3721 DIRECT
970 673-2179 CELL
jwieneke@kengarff.com

CITY OF LOUISVILLE-----QL247
2025 LIGHTNING PRO

TRUCK AS SPEC'D BELOW----------$	46,854.00	BASE
TOPPER & LADDER RACK----------$	3,973.00	Option 1
LIFTGATE---MAXEY---STEEL----------$	6,100.00	
OR		
LIFTGATE---MAXEY---ALUMINUM---$	7,100.00	Option 2
479 PRO POWER ONBOARD 9.6 KW ADDS----------$	1,250.00	Option 3

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540



Client Proposal

Prepared by:
JOHN WIENEKE
Office: 970-616-3721
Email: jwieneke@kengarff.com
Date: 01/15/2025

Prepared by: JOHN WIENEKE
01/15/2025

Ken Garff Ford Greeley | 4901 29th Street Greeley Colorado | 806348723

2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

As Configured Vehicle

Code	Description
Base Vehicle	
W1B	Base Vehicle Price (W1B)
Packages	
110A	Equipment Group 110A Standard *Includes:* *- Engine: Dual eMotor - Standard Battery* *Includes 98 kWh usable capacity standard range battery.* *- Transmission: Single-Speed* *- GVWR: 8,250 lbs* *- Tires: 275/65R18 A/T* *- Wheels: 18" Alloy Gloss Black* *- Vinyl Bucket Heated Front Seats* *Includes 2-way manual driver/passenger with flow-through console and floor shifter.* *- Radio: SiriusXM w/360L* *Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.*
Powertrain	
99K	Engine: Dual eMotor - Standard Battery *Includes 98 kWh usable capacity standard range battery.*

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

As Configured Vehicle (cont'd)

Code	Description
44L	Transmission: Single-Speed
STDGV	GVWR: 8,250 lbs
Wheels & Tires	
STDTR	Tires: 275/65R18 A/T
643	Wheels: 18" Alloy Gloss Black
60S	18" Spare Wheel & Tire
Seats & Seat Trim	
V	Vinyl Bucket Heated Front Seats *Includes 2-way manual driver/passenger with flow-through console and floor shifter.*
Other Options	
145WB	145" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: SiriusXM w/360L *Includes FM stereo and 6 speakers. Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.* *Includes:* *- SYNC 4 w/Enhanced Voice Recognition*

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

As Configured Vehicle (cont'd)

Code	Description
	Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial). Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.
153	Front License Plate Bracket *Standard in states requiring 2 license plates, optional to all others.*
96W	Tough Bed Spray-In Bedliner Ford accessory.

Fleet Options

FLADCR	Fleet Advertising Credit

Exterior Color

YZ_01	Oxford White

Interior Color

VS_01	Medium Dark Slate w/Vinyl Bucket Heated Front Seats

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,100 lbs. • GCWR: 11,700 lbs. • Front brake diameter: 14.0" • Rear brake diameter: 13.8" • Cargo box length: 66.0" • Cargo box min width: 50.6" • Cargo box volume: 52.8 cu.ft. • Pickup box depth: 21.4" • Cargo box max width: 65.2" • Cargo box tailgate width: 60.3" • Cargo box length feet: 5.5 • Vehicle body length: 231.7" • Vehicle body width: 79.9" • Vehicle body height: 77.2" • Wheelbase: 145.0" • Vehicle turning radius: 23.9' • Front track: 67.9" • Rear track: 67.9" • Frame section modulus: 5.6 cu.in. • Frame yield strength (psi): 49300.0 • Front bumper to front axle: 37.8" • Interior rear cargo volume with seats folded: 50.9 cu.ft. • Max interior rear cargo volume: 50.9 cu.ft. • Front cargo volume: 14.1 cu.ft. • Total passenger volume: 131.9 cu.ft. • Headroom first-row: 40.8" • Headroom second-row: 40.4" • Leg room first-row: 43.9" • Leg room second-row: 43.6" • Shoulder room first-row: 66.7" • Shoulder room second-row: 66.0" • Hip room first-row: 62.5" • Hip room second-row: 62.6"

Powertrain

• Horsepower: 462 HP • Radiator • Driver selectable drivetrain mode • Automatic • Full-time AWD • All-wheel drive • Recommended fuel: electric • All-speed ABS and driveline traction control • Permanent locking hub control • Bidirectional charging capability • Plug and charge • 11.5 kWh onboard charger • Traction battery charge time 50kW DC fast charge 1.5 hours • All electric range 240 miles • Traction battery charge time @ 240VAC 11.9 hours • SAE CCS DC fast charge connector • Peak DC fast charge rate: 150 kW • DC fast charge (peak rate): 44 minutes

Fuel Economy and Emissions

• Fuel economy electric equivalent (city/highway/combined): 76 mpge/61 mpge/68 mpge • Fuel economy city equivalent: 76 mpge • Fuel economy combined equivalent: 68 mpge • Electric fuel economy combined: 49 KWh per 100 miles • Fuel economy highway equivalent: 61 mpge • Electric secondary fuel type • ZEV emissions

Suspension and Handling

• Standard ride suspension • Heavy-duty front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • One=pedal regenerative brakes • Post Collision Braking automatic post-collision braking system • Driver selectable regen levels • Automatic brake hold • Brake assist system • Hill Start Assist • Independent front suspension • Double wishbone front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Rear anti-roll bar • Trailing arm rear suspension • Speed sensitive power steering • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 4 doors *** Tough Bed spray-in pickup bed liner** • Standard style pickup box • Pickup bed-rail protectors • Clearcoat paint • Monotone paint • Black side window trim • Black door handles • Black front bumper • 2 front tow hooks • Black rear bumper • Rear bumper step • Black front bumper rub strip • Black grille • Standard style side mirrors • Black door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Tailgate • Active aerodynamics • P275/65RS18 AT BSW front and rear tires • 18 x 8.5-inch front and rear black aluminum wheels • Front left charge port door

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Convenience

• SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant • Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Auto-locking doors • Proximity key with push button start • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Smart device vehicle start control • Auto-dimming rear view mirror • Day/Night rearview mirror • Power first-row windows • Full floor console • Power front trunk • Integrated pickup box storage • Easy lift tailgate • Driver foot rest • Manual charge port door activation • Fixed rear windshield • Front beverage holders • Locking glove box • 8 beverage holders • Driver and passenger door bins • Rear door bins • Rear beverage holders • Instrument panel bin • Dashboard storage • Retained accessory power • Trip computer • Cabback insulator • Over the air updates • PRND in IP

Comfort

• Automatic climate control • Dual-zone front climate control • Rear under seat climate control ducts • SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control • Rear console climate control ducts • FordPass Connect remote-activated interior climate preconditioning • Heat pump • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Height adjustable rear seat head restraints • Split-bench rear seat • Vinyl front seat upholstery • Heated driver and front passenger seats

Entertainment Features

• 2 total number of 1st row displays • 12 inch primary display • Primary touchscreen display • SiriusXM with 360L FM/Satellite radio • FM/satellite • In-vehicle audio • FM radio • SiriusXM with 360L satellite radio • Seek scan • Radio data system (RDS) • Auxiliary input jack • SYNC 4 external memory control • Internet radio capability • 3 month satellite trial subscription • Standard grade speakers • Speakers number: 6 • Steering wheel mounted audio controls • SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Digital instrumentation display • Configurable instrumentation gauges • Trip odometer • Full gauge cluster screen • In-radio display clock • Compass • Exterior temperature display • ECO feedback display gauge • Driver information center • Engine/electric motor temperature gauge • Traction battery level gauge • Electric power/regeneration gauge • Traction battery temperature gauge • Gauge cluster display size (inches): 12.00 • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Ford Co-Pilot360 - Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • Directionally adaptive headlights • Auto High Beam auto high-beam headlights • DRL preference setting • Variable intermittent front windshield wipers • Front reading lights • Variable instrument panel light • LED daytime running lights • High mounted center stop light • LED brake lights • Fade interior courtesy lights • Pickup box cargo light

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Technology and Telematics

• Connected Navigation integrated navigation system with voice activation • SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring • FordPass App mobile app access • FordPass Connect 4G mobile hotspot internet access • 8 USB ports

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Driver and passenger side knee airbag • 8 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • Security system • Remote panic alarm • Ford Co-Pilot360 - Lane-Keeping Assist • BLIS with Trailer Tow Coverage blind spot warning • PCA with AEB and Intersection Assist forward collision mitigation with left turn assist • Cross-Traffic Alert collision mitigation • Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection • Driver Alert • External acoustic pedestrian alert • Ford Co-Pilot360 - Evasive Steering Assist evasion assist system • Ford Co-Pilot360 - Reverse Camera rear mounted camera • AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover • Rear parking sensors • Manual rear child safety door locks • Tire mobility kit

Dimensions

General Weights

Curb weight	6,015 lbs.	Rear curb weight	2,886 lbs.
GVWR	8,250 lbs.	Payload	2,235 lbs.

Trailering Weights

Conventional capacity	5,100 lbs.	GCWR	11,700 lbs.

Front Weights

Front curb weight	3,129 lbs.	GAWR front	3,770 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	3,770 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,900 lbs.	Axle capacity rear	4,150 lbs.
Spring rating rear	4,900 lbs.	Tire/wheel capacity rear	4,498 lbs.

Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	14.0"	Cargo box length	66.0"
Rear brake diameter	13.8"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.6 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.8"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
Front cargo volume	14.1 cu.ft.	Maximum combined cargo volume	65.000 cu.ft.

Interior Volume

Total passenger volume	131.9 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"

Powertrain

Engine

Engine location	Front and rear mounted engine	Engine mounting direction	Transverse mounted engine

Engine Power

Horsepower	462 HP

Battery

Battery type	Lead acid battery	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Drivetrain selectable	Driver selectable drivetrain mode

Transmission

Transmission	Automatic	Selectable mode transmission	Selectable mode transmission

Drive Type

4WD type	Full-time AWD	Drive type	All-wheel drive

Drivetrain

Axle ratio	9.61

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Fuel

Fuel type ..... electric

Drive Feature

Traction control ..... All-speed ABS and driveline traction control

Locking hub control ..... Permanent locking hub control

Electric Powertrain

Number of electric motors 2

Electric powertrain ..... BEV (battery electric vehicle)

Electric motor 1 location ..... Front electric motor location

Electric motor 2 location ..... Rear electric motor location

Electric Vehicle Battery Pack

All electric range ..... All electric range 240 miles

Traction battery type ..... lithium ion (Li-ion)

Traction battery charge time @ 240VAC ..... Traction battery charge time @ 240VAC 11.9 hours

Traction battery usable/net (kWh) capacity 98kWh

AC charging connector type ..... J1772 charging connector

Traction battery charge time 50kW DC fast charge ..... Traction battery charge time 50kW DC fast charge 1.5 hours

Onboard charger ..... 11.5 kWh onboard charger

DC fast charge connector ..... SAE CCS DC fast charge connector

Peak DC fast charge rate (kW) ..... 150 kW

DC fast charge (peak rate) ..... 44 minutes

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Electric secondary fuel type

Fuel economy combined equivalent ..... 68 mpge

Fuel economy city equivalent ..... 76 mpge

Fuel economy highway equivalent ..... 61 mpge

Gasoline equivalent fuel economy measurement ..... Gasoline equivalent fuel economy measurement

Electric fuel economy combined ..... 49 KWh per 100 miles

Fuel economy electric equivalent (city/highway/combined) ..... 76 mpge/61 mpge/68 mpge

Fuel economy status ..... Previous year fuel economy status

Emissions

Emissions ..... ZEV emissions

Emissions tiers ..... Tier 3 Bin 0 emissions

Green Values

Greenhouse gas score ..... 10.00 GG

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension

Front shock absorbers ..... Heavy-duty front shock absorbers

Rear shock absorbers ..... Gas-pressurized rear shock absorbers

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Driveability

Brakes

- Brake type: 4-wheel disc brakes
- ABS brakes: Four channel ABS brakes
- Driver selectable regen levels: Driver selectable regen levels
- Post collision braking system: Post Collision Braking automatic post-collision braking system
- Ventilated brakes: Front and rear ventilated disc brakes
- Electronic parking brake: Electronic parking brake
- ABS brakes: 4-wheel antilock (ABS) brakes

Brake Assistance

- Hill start assist: Hill Start Assist
- Brake assist system: Brake assist system

Front Suspension

- Front anti-roll: Front anti-roll bar
- Suspension type front: Double wishbone front suspension
- Suspension ride type front: Independent front suspension

Front Spring

- Regular front springs: Regular front springs
- Springs front: Front coil springs

Rear Spring

- Springs rear: Rear coil springs
- Rear springs: Regular grade rear springs

Rear Suspension

- Rear anti-roll: Rear anti-roll bar
- Suspension ride type rear: Independent rear suspension
- Suspension type rear: Trailing arm rear suspension

Steering

- Steering: Electric power-assist steering system
- Speed sensitive steering: Speed sensitive power steering
- Steering type: Rack-pinion steering
- Steering type number of wheels: 2-wheel steering system

Exterior

Front Wheels

- Front wheels diameter: 18"
- Front wheels width: 8.5"

Rear Wheels

- Rear wheels diameter: 18"
- Rear wheels width: 8.5"

Front And Rear Wheels

- Appearance: black
- Material: aluminum

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Front Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	275mm		

Rear Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	275mm		

Body Exterior

Trailering

Towing capability	Trailer towing capability	Towing class	Class IV tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	* **Bed liner**	**Tough Bed spray-in pickup bed liner**
Number of doors	4 doors	* **License plate front bracket**	**Front license plate bracket**

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

* **Spare tire**	**Full-size spare tire with aluminum wheel**	* **Spare tire location**	**Crank-down spare tire**

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks	Power door locks with 2 stage unlocking	Fob engine controls	Proximity key with push button start
Keyfob door locks	Keyfob activated door locks	All-in-one key	All-in-one remote fob and ignition key
Auto door locks	Auto-locking doors	Tailgate control	Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Key Fob Controls

Fob remote vehicle controlsSmart device vehicle start control

Rear View Mirror

Rearview mirror ..... Auto-dimming rear view mirror
Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Floor Console

Floor console ..... Full floor console
Floor console storage ..... Locking floor console storage

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 3 12V power outlets
120V AC power outlets ..... Pro Power Onboard 2.4 kW 8 120V AC power outlets

Pickup Box

Box storage ..... Integrated pickup box storage
Easy lift tailgate ..... Easy lift tailgate

Cargo Features

Cargo tie downs ..... Cargo area tie downs
Cargo light ..... Cargo area light
Concealed cargo storage ..... Cargo area concealed storage

Cargo Trim

Cargo floor type ..... Plastic cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Door bins front: Driver and passenger door bins
Door bins rear: Rear door bins
Number of beverage holders: 8 beverage holders
Beverage holders: Front beverage holders
Beverage holders rear: Rear beverage holders
Glove box: Locking glove box
Instrument panel storage: Instrument panel bin
Dashboard storage: Dashboard storage

Windows Feature

One-touch up window: Driver and passenger one-touch up windows
One-touch down window: Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows: Power second-row windows

Miscellaneous

Trip computer: Trip computer
Cabback insulator: Cabback insulator
PRND in IP: PRND in IP
Accessory power: Retained accessory power
Over the air updates: Over the air updates

Comfort

Climate Control

Climate control: Automatic climate control
Dual-zone front climate control: Dual-zone front climate control
Voice activated climate control: SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ductsRear under seat climate control ducts
Rear console climate control ducts: Rear console climate control ducts
Preconditioning: FordPass Connect remote-activated interior climate preconditioning

Headliner

Headliner material: Cloth headliner material
Headliner coverage: Full headliner coverage

Door Trim

Door panel insert: Metal-look door panel insert

Floor Trim

Floor covering: Full vinyl floor covering
Floor coverage: Full floor coverage

Second-Row Seat Trim

Rear seat upholstery: Vinyl rear seat upholstery
Rear seatback upholstery: Carpet rear seatback upholstery

Steering Wheel

Steering wheel material: Urethane steering wheel
Steering wheel telescopic: Manual telescopic steering wheel
Steering wheel tilt: Manual tilting steering wheel

Seats and Trim

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction ..... Driver seat with 4-way directional controls
Passenger seat direction ..... Front passenger seat with 4-way directional controls
Reclining passenger seat ..... Manual reclining passenger seat
Front head restraints ..... Height adjustable front seat head restraints
Armrests front center ..... Front seat center armrest
Driver seat fore/aft control ..... Manual driver seat fore/aft control
Split front seats ..... Bucket front seats
Passenger seat fore/aft control ..... Manual passenger seat fore/aft control
Front head restraint control ..... Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Folding second-row seats ..... 60-40 folding rear seats
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraint control ..... Manual rear seat head restraint control
Rear seats fixed or removable ..... Fixed rear seats
Rear seat direction ..... Front facing rear seat
Rear head restraints ..... Height adjustable rear seat head restraints
Number of rear head restraints ..... 3 rear seat head restraints

Front Seat Trim

Front seat upholstery ..... Vinyl front seat upholstery
Front seatback upholstery ..... Vinyl front seatback upholstery

Heated Front Seats

Heated front seats ..... Heated driver and front passenger seats

Interior Accents

Interior accents ..... Metal-look interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display
Primary display size ..... 12 inch primary display
Number of first-row displays ..... 2 total number of 1st row displays

Radio Features

Aux input jack ..... Auxiliary input jack
Seek scan ..... Seek scan
External memory ..... SYNC 4 external memory control
RDS ..... Radio data system (RDS)

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Internet radio capability ..... Internet radio capability

Speakers

Speakers ..... Standard grade speakers
Speakers number 6

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
Speed sensitive volume ..... Speed sensitive volume
Voice activated audio ..... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
Wireless streaming ..... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display Digital instrumentation display
Configurable instrumentation gauges ..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ..... Exterior temperature display
Driver information center ..... Driver information center
Clock ..... In-radio display clock
Compass ..... Compass
Eco feedback ..... ECO feedback display gauge

Instrumentation Gauges

Traction battery level gauge ..... Traction battery level gauge
Electric power regeneration gauge ..... Electric power/regeneration gauge
Traction battery temperature gauge ..... Traction battery temperature gauge
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Gauge cluster display size (inches) 12.00

Instrumentation Warnings

Low brake fluid warning ..... Low brake fluid warning
Battery charge warning ..... Battery charge warning
Headlights on reminder ..... Headlights on reminder
Key in vehicle warning ..... Key in vehicle warning
Door ajar warning ..... Door ajar warning
Service interval warning ..... Service interval indicator
Low tire pressure warning ..... Tire specific low air pressure warning
Rear seat check warning ..... Rear seat check warning

Glass

Tinted windows ..... Deep tinted windows

Headlights

Headlights ..... LED low and high beam headlights
Headlight type ..... Projector beam headlights
Auto headlights ..... Ford Co-Pilot360 - Autolamp auto on/off headlight control
Multiple headlights ..... Multiple enclosed headlights
Delay off headlights ..... Delay-off headlights
Adaptive headlights ..... Directionally adaptive headlights

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Auto high-beam headlights ..... Auto High Beam auto high-beam headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Variable panel light ... Variable instrument panel light
Front reading lights ..... Front reading lights

Lights

Running lights ..... LED daytime running lights
Interior courtesy lights ... Fade interior courtesy lights
LED brake lights ..... LED brake lights
High mount stop light .. High mounted center stop light
Pickup box cargo light ..... Pickup box cargo light

Technology and Telematics

Navigation

Integrated navigation ..... Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree ..... SYNC 4 handsfree wireless device connectivity
Smart device integration ..... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports ..... 8 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag
Number of airbags ..... 8 airbags
Front impact airbag passenger ..... Passenger front impact airbag
Knee airbag ... Driver and passenger side knee airbag
Front side impact airbag driver .... Seat mounted side impact driver airbag
Front side impact airbag passenger .... Seat mounted side impact front passenger airbag
Occupancy sensor ..... Airbag occupancy sensor
Overhead airbags . Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt
Height adjustable seatbelts ... Front height adjustable seatbelts

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Selected Equip & Specs (cont'd)

Seatbelt pretensioners ... Front seatbelt pretensioners

Seatbelt pretensioners number ... 2 seatbelt pre-tensioners

Security System

Remote panic alarm ... Remote panic alarm

Security system ... Security system

Active Driving Assistance

Lane departure ... Ford Co-Pilot360 - Lane-Keeping Assist

Blind spot ... BLIS with Trailer Tow Coverage blind spot warning

Forward collision warning ... PCA with AEB and Intersection Assist forward collision mitigation with left turn assist

Rear collision warning ... Cross-Traffic Alert collision mitigation

Pedestrian detection ... Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection

External acoustic pedestrian alert ... External acoustic pedestrian alert

Driver attention monitor ... Driver Alert

Evasion assist system ... Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Cameras

Rear camera ... Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control ... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors ... Rear parking sensors

Occupant Safety

Child door locks ... Manual rear child safety door locks

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2025 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB Pro (W1B)

Price Level: 540

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty ..... 96 months/100,000 miles

Traction Battery Warranty

Traction battery warranty ..... 96 months/100,000 miles

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Colorado State Fleet Management
2025 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

6/5/2024

ORIGINAL

Class: Electric SUV **Body Code: KE** **PASS UTIL ELECTRIC 4x4**

Representative Models: 1: FORD MUSTANG MACH-E 2: CHEVROLET BLAZER EV
3: SUBARU SOLTERRA EV 4: TESLA Model Y

MAKE: CHEVROLET **MODEL:** BLAZER EV **OEM MODEL #:** 1MC26 **TRIM LEVEL:** LT **OEM CODE:** 4LT

STANDARD SPECIFICATIONS:		OEM CODE	INDICATE ACTUAL DEALER SPECIFICATIONS
103	PASS: 5 PERSONS MIN.	STD	5 PASSENGER STANDARD
111	DOORS: 4 FULL SIZE SIDE DOORS	STD	STANDARD
140	TIRES: ALL SEAS M&S RADIAL	STD	255/60R 19 ALL SEASON STANDARD
146	FULL SIZE SPARE TIRE MOUNTED	NA	NOT AVAILABLE--COMES W/AIR INFLATOR KIT
172	WHEELBASE: 100.0 IN. MIN	STD	121.8" WHEELBASE
298	CRUISE CONTROL/TILT	KSG	ADAPTIVE CRUISE CONTROL INCLUDED
300	AIR CONDITIONING	STD	STANDARD
302	RADIO: AM/FM	STD	AUDIO SYSTEM W 17.7" TOUCHSCREEN LCD DISPLAY
307	POWER BRAKES & POWER STEERING	STD	STANDARD
308	ABS BRAKES	STD	STANDARD
309	CONSOLE BETWEEN BUCKET SEATS	STD	CONSOLE W ARMREST
310	SEATS: CLOTH SEATS	EKV	BLACK CLOTH TRIM
320	FLOORING: CARPET	STD	STANDARD
342	AIR BAG - DRIVER & PASSENGER	STD	STANDARD
350	STD ENG: SPECIFY	ENO	ALL ELECTRIC
400	MIRRORS: RIGHT AND LEFT	STD	STANDARD
402	REAR WIPER	STD	STANDARD
403	REAR WINDOW DEFROSTER	STD	STANDARD
404	INTERMITTENT WIPERS	STD	STANDARD
410	TRANSMISSION: AUTOMATIC	MF1	ELECTRIC DRIVE UNIT STANDARD
692	FOUR-WHEEL DR OR ALL WHEEL DR: SPECIFY	STD	ALL WHEEL DRIVE STANDARD
752	AXLE RATIO: SPECIFY	STD	FRONT 11.59:1 REAR 11.00:1 STANDARD
800	FLOOR MATS FRONT AND REAR	STD	CARPETED FRONT & REAR FLOOR MATS
863	BACKUP CAMERA	STD	STANDARD
887	BEV (BATTER/ELECTRIC)	STD	12V/60AH STANDARD
915	LEVEL 3 DC FAST CHARGING: SPECIFY	PSC	DUAL CHARGING:85 KWH BATTERY RATED & 150 FAST CHARGE
991	STD MIN WRNTY - BUMPER TO BUMPER 3/36	STD	3 YEAR/36,000 BUMPER TO BUMPER

STANDARD VEHICLE BASE PRICE $ 45567

AVAILABLE OPTIONS:		OEM CODE	ACTUAL / COMMENTS	PRICE
143	TIRES: OPTION #1, LIST SIZE:	NA	NOT AVAILABLE	0
249	AXLE RATIO OPTION: SPECIFY	NA	NOT AVAILABLE	0

ORIGINAL

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Representative Models: 1: FORD MUSTANG MACH-E 2: CHEVROLET BLAZER EV
3: SUBARU SOLTERRA EV 4: TESLA Model Y

MAKE: CHEVROLET **MODEL:** BLAZER EV **OEM MODEL #:** 1MC26 **TRIM LEVEL:** LT **OEM CODE:** 4LT

	AVAILABLE OPTIONS:	OEM CODE	ACTUAL / COMMENTS	PRICE
259	EXTRA PAINT CHARGE	GNT	RADIANT RED EXTRA COST	495
262	DARKEST LEGAL TINT AVAIL	AFM	AFTERMARKET DARKEST LEGAL TINT	360
284	REMOTE KEYLESS ENTRY	STD	STANDARD	0
321	FLOORING: RUBBER	NA	NOT AVAILABLE	0
330	SECURITY CAGE:LIST DESIGN/LOCA	AFM	SETINA BEHIND FRONT SEAT	1190
413	TWO-WHEEL DRIVE: FRONT	NA	ONLY REAR WHEEL 2WD AVAILABLE	0
430	PCKG:TOWING/RCVR HITCH(Atchmt)	SDE	TRAILER HITCH, W /REQ & INCL VLG COVER PANEL	945
443	PKG: STROBE LIGHT (Attachment)	443	STROBE LIGHT PACKAGE	690
472	EPACT AFV CREDIT: Specify	NA	NOT AVAILABLE	0
520	POWER LOCKS	STD	STANDARD	0
526	POWER MIRRORS	STD	STANDARD	0
530	POWER WINDOWS	STD	STANDARD	0
541	DELETE DAYTIME/AUTO HEADLIGHTS	NA	NOT AVAILABLE /SWITCH ON DASH	0
599	AUDIO UPGRADE	NA	NOT AVAILABLE	0
620	UPPER TRIM LEVEL PKG: SPECIFY	1MD26	RS TRIM LEVEL UPGRADE	5300
643	ADD DAYTIME RUNNING LIGHTS	STD	STANDARD	0
658	EXTRA KEYS & REMOTES	658	ONE EXTRA KEY & REMOTE	358
727	CARGO COVER	NA	NOT AVAILABLE	0
845	BLIND SPOT NOTIFICATION	STD	BLIND SPOT LANE KEEP ASSIST STANDARD	0
914	LEVEL 1&2 CHARGING J1772 CONNECTOR	PSC	DUAL LEVEL CHARGING CONNECTOR J1772	295
933	EXTENDED RANGE	NA	NOT AVAILABLE	0
982	EXT WARRANTY - POWER TRAIN 5/100,000	BATTERY	8 YEAR/100,00 MILES STANDARD	0
983	BATTERY - 8YR/100,000	STD	8 YEAR/100,00 MILES STANDARD	0

Colorado State Fleet Management
2025 VEHICLE SPECIFICATIONS
Dealers Invitation to Bid

6/5/2024

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Class: Electric SUV **Body Code: KE** **PASS UTIL ELECTRIC 4x4**

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MAKE: CHEVROLET **MODEL:** BLAZER EV **OEM MODEL #:** 1MC26 **TRIM LEVEL:** LT **OEM CODE:** 4LT

AVAILABLE COLORS: Please attach manufacturer color chart

OTHER VEHICLE SPECIFICATIONS / OPTIONS (Please attach separate sheet if necessary) PRICE

ALL OPTIONS & COLORS ATTACHED 0

STANDARD FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS
Bumper to Bumper	36,000	36
Drive Train	100,000	96
Other	100000	96

OPTIONAL FACTORY WARRANTY (Attach detailed description):

	MILES	MONTHS	PRICE
MANY OPTIONS AVAILABLE	CALL	FOR	DETAILS

EPA FUEL RATING: NA ELECTRIC M.P.G CITY, _____ M.P.G HIGHWAY

OEM MINIMUM FUEL RATED OCTANE: NA

DELIVERY: 120-150 DAYS FROM DEALER RECEIPT OF ORDER FROM STATE (E.G. 90 DAYS)

IDENTIFY ANY EXCEPTIONS TO SPECIFICATIONS:

DEALER NAME: DANIELS LONG CHEVROLET BIDDER'S NAME: MITCH MALTRY

DEALER PHONE: 719.228.3520 SIGNATURE:

SUBJECT: **AWARD MASTER SERVICE AGREEMENT CONTRACTS FOR ENGINEERING ON-CALL SERVICES**

DATE: **JUNE 3, 2025**

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

SUMMARY:
Staff is recommending City Council authorize staff to award master service agreement contracts to multiple firms to provide "on-call" engineering services to support Public Works staff on various projects. The master service agreements are zero-dollar contracts that establish the contractual terms for future work. Master service agreements will be in place through December 31, 2026. Staff also recommends City Council authorize staff to re-new these contracts on a yearly basis until December 31, 2028 with reasonable rate adjustments.

BACKGROUND/PRIOR DISCUSSIONS:
Public Works is often required to supplement staff to complete various projects throughout the City. Additionally, unforeseen issues arise with City infrastructure that require quick solutions and quick response. By pre-selecting qualified consultants, Public Works is better positioned to complete unplanned projects and supplement staffing shortfalls when issues arise.

ANALYSIS:
The City issued a Request for Qualifications (RFQ) in December 2024 to solicit proposals for on-call engineering services. Proposers were able to submit qualifications and general rate sheets in one or more of six categories:

1. Process and Utilities.
2. Drainage and Stormwater Management.
3. Roads, Pavement, and Transportation.
4. Drafting and Survey support.
5. Construction Management.
6. Structural services.

A total of 31 proposals were received. Several proposers submitted in multiple categories. Qualification packages were reviewed by the selection committee for qualifications (40% of score), previous experience (40% of score), billing rates (10% of score), and overall proposal quality (10% of score). The selection committee, comprised of individuals from the Utilities, Engineering, and Facilities groups in Public Works, selected 3 firms in each category. By limiting the pool to three firms, the City ensures a balanced representation of expertise across the entire category. Some firms offer unique specialty services that are critical for certain projects but may not be a focus for others. This allows the City to match specific project needs with the most qualified firm

for the task. The three-firm approach also helps avoid an unbalanced selection where some categories may have many qualifying firms while others have very few. A total of 12 firms were selected for on-call services, with some firms being selected in multiple categories. The consultants proposed for award are shown below for each category. The number in parentheses indicates how many consultants submitted in each specific category:

Process and Utilities (10)	Drainage and Stormwater Management (21)	Roads, Pavement, and Transportation (18)	Drafting & Survey Support (10)	Construction Management (20)	Structural (14)
JVA, Inc	FHU	Fehr & Peers	Olsson	JVA, Inc	FHU
Carollo	Merrick	FHU	Kimley Horn	Otak	Otak
RG Associates	JUB	Olsson	JR Engineering	FHU	Stanley Consultants

The selection committee scored qualification packages in each category individually. Scores and rankings for each category are included in Attachment 13.

Any future work with an on-call consultant will require the issuance of a task order from Public Works. Task orders will follow purchasing policy requirements and will still require approvals from City Staff and/or City Council as outlined in the City's purchasing policy. However, a competitive bid process will not be required as on-call consultants have been pre-selected through this RFQ process. This allows staff to quickly get assistance from one of the designated on-call firms without having to go through a timely procurement process.

2025 COUNCIL WORK PLAN:
The recommended contract supports the City's goal of providing safe, well-maintained infrastructure.

FISCAL IMPACT:
There is currently no fiscal impact for the On-call services agreements. These are $0 contracts that will establish contractual terms for any future task orders. Future task orders will require City Staff, City Manager and/or City Council approval based on the City's purchasing policies and proposed task order amounts. Future task orders will be assigned to various accounts depending on what the scope of work is for each individual task order.

ALTERNATIVES:
Do not authorize staff to award master service agreement contracts, and direct staff to perform a competitive bid process for unplanned projects and supplemental staff services as needed. This will delay the projects and addition of supplemental staff services.

RECOMMENDATION:
Staff recommends that City Council authorize staff to award master service agreement contracts, effective through 2026, to the twelve (12) consultants identified in this Council Communication to establish contractual terms for potential future "on-call" engineering services to support Public Works staff on various projects and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City. Staff also recommends City Council authorize staff to re-new these contracts on a yearly basis until December 31, 2028 with reasonable rate adjustments.

ATTACHMENT(S):
1. Master Service Agreement contract – JVA
2. Master Service Agreement contract – Carollo Engineers
3. Master Service Agreement contract – RG Associates
4. Master Service Agreement contract – FHU
5. Master Service Agreement contract – Merrick
6. Master Service Agreement contract – JUB
7. Master Service Agreement contract – Fehr & Peers
8. Master Service Agreement contract – Olsson
9. Master Service Agreement contract – Kimley Horn
10. Master Service Agreement contract – JR Engineering
11. Master Service Agreement contract – Otak
12. Master Service Agreement contract – Stanley Consultants
13. Scores and Rankings

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND □□A, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **□□A, Inc.**, a Colorado corporation (the "**Consultant**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The Consultant 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 under each Task Order.

3.3 The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other Consultants to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Consultant to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Consultant and City representatives. The City shall have no obligation to pay the Consultant

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Consultant shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Consultant for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant□s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees.

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

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the City□s representative and designees.

5.2 The Consultant designates **Rob Anderson and □osh McGibbon** as its project manager and as the principal in charge who shall be providing the Services under

this Agreement. Should any of Consultant□s representatives be replaced, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.0 INSURANCE

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

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

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or

more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant□s owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Consultant providing services to the City of Louisville under this contract.

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

7.2 The Consultant□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 Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

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

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

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado □overnmental 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.

□.0 INDEMNIFICATION

To the fullest extent permitted by law and subject to the limitations in C.R.S. □ 13-50.5-102, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against liability, 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City to have been caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend itself against any such liability. The Consultant shall further bear other costs and expenses incurred by the City or Consultant and related to any such liability, including but not limited to court costs, expert witness fees and reasonable attorneys□fees if the court determines that these incurred costs and expenses are to the extent caused by the negligent acts, errors, and omissions or other fault of the Consultant. The City shall be entitled to its costs and attorney fees incurred in any action to enforce the provisions of this Section 8.0.. The Consultant□s indemnification obligation shall not be construed to extend to any injury, loss, or damage which is determined by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONSULTANT S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONSULTANT IS NOT ENTITLED TO □ OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONSULTANT NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONSULTANT OR SOME ENTITY OT□ER T□AN T□E CITY.**

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

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

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

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

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

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

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

11.0 ASSIGNMENT

Consultant 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 Consultant will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

1□.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City. Consultant 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 District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE □ IT□ LA□ S

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

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

17.3 It is assumed that the Consultant is familiar with all applicable laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Consultant shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Consultant:

VA, Inc.
1319 Spruce Street

Boulder, CO 80302
Telephone: (303) 444-1951

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUT□ORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Christopher M. Leh, Mayor

Attest:□□□□□□□□□□□□□□□□□□□□□□□□□
□enny Kline, Interim City Clerk

CONSULTANT:
□VA, Inc.

By:□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Title:□□□Vice President□□□□□□□□□□□

Exhibit A
ourly Rates for Services

Environmental Department

2025 Hourly Billing Rate Schedule

POSITION	RATE
Principal	$216 – $264
Expert Witness	$264 – $352
Senior Project Manager	$208 – $216
Project Manager	$168 – $184
Senior Engineer	$180 – $184
Electrical Senior Project Engineer	$200 – $208
Construction Services Manager	$172 – $180
Senior Project Engineer	$152 – $156
Electrical Project Engineer	$156 – $160
Project Engineer	$144 – $148
Design Engineer	$132 – $136
Senior Designer	$160 – $168
CAD Designer	$136 – $140
Administrative Support	$116 – $136

Auto travel shall be reimbursed at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, and shipping shall be reimbursed at 1.1 times direct cost.

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND CAROLLO ENGINEERS, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Carollo Engineers, Inc.**, a Delaware corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

Mary Beth Sullivan

5.2 The Contractor designates [illegible] as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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.

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6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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.

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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:

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any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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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 except Workers' Compensation and Professional Liability 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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the negligent act, omission, or errors 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City. Notwithstanding the foregoing, in the event the subject action alleges negligence on the part of the Contractor and/ or the City, or any third party not under contract with the Contractor, the Contractor□s obligations regarding the City□s defense under this section include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor' s negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution.

□.0 QUALITY OF □ OR□

Consultant□s professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature, under the same or similar circumstances in the Denver metropolitan area.

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 S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

1□.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.

1□.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Carollo Engineers
11030 Circle Point Rd, Ste 400
Westminster, CO 80020

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

Contractor may utili□e subcontractors identified in its qualifications submittal to assist with non-speciali□ed 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 AUT□ORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Mayor

Attest: □□□□□□□□□□□□□□□□□□□□□□□□
City Clerk

CONTRACTOR:
□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□
Title: □□□□□□□□□□□□□□□□□□□□□□□□□□□

Exhibit A
□ourly Rates for Services

Fee Schedule

City of Louisville
2025 ENGINEERING On-Call Services

Billing Classification	Hourly Rate
Engineers/Scientists	
Staff Professional	$145.00
Assistant Professional	$170.00
Professional	$210.00
Lead Professional	$235.00
Senior Professional	$265.00
Supervising Professional	$295.00
Technicians	
Technician	$160.00
Senior Technician	$190.00
Construction Management	
Inspector	$180.00
Field Professional	$220.00
Support Staff	
Administrative Assistant	$130.00
Project Administrator	$180.00
Project Equipment Communication Expense (PECE) Per Direct Labor Hour	$16.00
Other Direct Expenses	
Travel and Subsistence	Cost
Mileage	$0.70 per mile
Subconsultant	Cost + 7.5%
Other Direct Cost	Cost

This fee schedule is subject to annual revisions due to labor adjustments up to 4% per year.

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND RG & ASSOCIATES, LLC
FOR ON-CALL ENGINEERING SERVICES

1.0 PARTIES

This Agreement is entered into this ___ day of _____, 20__ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **RG & Associates, LLC** a Colorado company (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SERVICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City's Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

5.2 The Contractor designates Ricardo Gonçalves as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the 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.

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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.

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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.

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17.0 COMPLIANCE WITH LAWS

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

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

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If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

RG and Associates, LLC
Ricardo Gonçalves, PE
4885 Ward Rd., Suite 100
Wheat Ridge, CO 80033
Telephone: 303 293 8107

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

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20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Mayor

Attest:_____
City Clerk

CONTRACTOR:
RG and Associates, LLC

By:_____
Title: President

Exhibit A
Hourly Rates for Services

RG AND ASSOCIATES, LLC

4885 Ward Road, Suite 100 • Wheat Ridge, Colorado • 80033
303-293-8107 • www.rgengineers.com

FEE SCHEDULE

RATE SCHEDULE FOR PROFESSIONAL SERVICES

LABOR CLASSIFICATION	HOURLY BILLING RATE
Principal	$160.00
Senior Project Manager	$145.00
Project Manager	$135.00
Senior Project Engineer	$120.00
Project Engineer	$115.00
Senior Design Engineer	$105.00
Design Engineer	$95.00
Planning Manager	$125.00
Planning Project Manager	$115.00
Senior CADD Technician	$105.00
CADD Technician	$90.00
Office Administrator	$70.00
Word Processor	$60.00
Certified Operator	$130.00
Senior Construction Manager	$130.00
Construction Manager	$120.00
Senior Construction Observer	$110.00
Construction Observer	$100.00
Administrative Assistant	$65.00
DIRECT EXPENSES	
Prints/Copies	At Cost
Mileage	Current IRS Rate
Travel Time	At Cost
Sub-Consultants	Cost + 10%

Exhibit B
Task Order Template

Task Order No. ____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____ ____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND FELSBURG, HOLT & ULLEVIG, INC.
FOR ON-CALL ENGINEERING SERVICES

1.0 PARTIES

This Agreement is entered into this ___ day of 20__ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Felsburg, Holt, & Ullevig, Inc.** a Colorado corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SERVICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City's Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

5.2 The Contractor designates Katherine Duitsman as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Felsburg Holt & Ullevig
Attn: Katherine Duitsman
6400 S. Fiddlers Green Circle Ste. 1500
Greenwood Village, CO 80111
Telephone: (303) 721-1440

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention

of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Mayor

Attest:_____
City Clerk

CONTRACTOR:
Felsburg Holt & Ullevig

By: Katharine Duitsman Digitally signed by Katharine Duitsman DN: C=US, E=katharine.duitsman@fhueng.com, CN=Katharine Duitsman Date: 2025.05.07 13:09:32-06'00'
Title: Principal

Exhibit A
Hourly Rates for Services

EXHIBIT A

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

2025 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III	$355
Principal II	$325
Principal I	$310
Associate	$305
Sr. Adv. Mobility Engineer/Strategist	$265
Adv. Mobility Engineer/Strategist V	$235
Adv. Mobility Engineer/Strategist IV	$210
Adv. Mobility Analyst/Engineer III	$180
Adv. Mobility Analyst/Engineer II	$145
Adv. Mobility Analyst/Engineer I	$130
Sr. Trans. Ops. Engineer/Strategist	$265
Trans. Ops. Engineer/Strategist V	$235
Trans. Ops. Engineer/Strategist IV	$210
Trans. Ops. Analyst/Engineer III	$180
Trans. Ops. Analyst/Engineer II	$145
Trans. Ops. Analyst/Engineer I	$130
Sr. Engineer	$245
Engineer V	$225
Engineer IV	$200
Engineer III	$170
Engineer II	$140
Engineer I	$125
Sr. Env. Scientist	$245
Env. Scientist V	$220
Env. Scientist IV	$195
Env. Scientist III	$170
Env. Scientist II	$140
Env. Scientist I	$125
Sr. Trans. Planner	$245
Trans. Planner V	$220
Trans. Planner IV	$195
Trans. Planner III	$170
Trans. Planner II	$140
Trans. Planner I	$125
GIS Manager	$195
GIS Specialist IV	$180
GIS Specialist III	$150
GIS Specialist II	$135
GIS Specialist I	$125
Lead ITS Specialist	$220
CADD Manager/Lead Designer	$235
Sr. Designer/Project Technician	$210
Designer V/Project Technician V	$195
Designer IV/Project Technician IV	$180
Designer III/Project Technician III	$140
Designer II/Project Technician II	$120
Designer I/Project Technician I	$110
Sr. Construction Technician	$220
Construction Technician V	$190
Construction Technician IV	$160
Construction Technician III	$135
Construction Technician II	$125
Construction Technician I	$105
Community Engagement Manager	$170
Community Engagement Specialist	$115
Graphic Design Manager	$185
Graphic Design Specialist V	$180
Graphic Design Specialist IV	$170
Graphic Design Specialist III	$145
Graphic Design Specialist II	$130
Graphic Design Specialist I	$110
Intern II	$95
Intern I	$80
Marketing Manager	$185
Marketing Specialist	$135
Sr. Administrative Assistant	$170
Administrative/Accountant	$110

Other Direct Costs

Bond Plots	$0.31/sq ft
Black and White Prints	$0.12/print
Color Prints	$0.19/print
Bond Foam Core Mounted	$1.51/sq ft
Mileage	$0.670/Mile (or current allowable Federal rate)
Truck (Construction)	$50.00/day
Parking	Actual Costs
Lodging/Airfare	Actual Costs
Courier/Postage	Actual Costs
Per Diem	Actual Costs
Subconsultants/Vendors	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

SHANNON & WILSON

2025 FEE SCHEDULE – DENVER OFFICE

Fees for Professional Services

Classification Title	Regular Rate per hour	Overtime Rate per hour
Officers / Associates		
President / Senior Vice President	$340.00	
Vice President	$290.00	
Senior Associate	$245.00	
Associate	$220.00	
Engineering / Geology / Hydrology / Environmental		
Senior Professional III	$190.00	
Senior Professional II	$175.00	
Senior Professional I	$150.00	
Professional IV	$140.00	
Professional III	$130.00	
Professional II	$115.00	
Professional I	$105.00	
Field and Lab Technician		
Senior Technical Services	$130.00	$150.00
Technical Services IV	$120.00	$140.00
Technical Services III	$110.00	$130.00
Technical Services II	$95.00	$110.00
Technical Services I	$85.00	$100.00
Drafting and Administrative		
Senior Drafter	$150.00	$170.00
Drafter (IV, III)	$130.00	$150.00
Drafter (II, I)	$110.00	$130.00
Office Services (Senior, V)	$140.00	$160.00
Office Services (IV, III)	$110.00	$130.00
Office Services (II, I)	$95.00	$110.00
Special Services		
Senior Consultant	*as quoted*	
Consultant	*as quoted*	
Instrumentation Specialist	$175.00	

Expert Testimony

Hourly rates will be doubled for time spent actually providing expert testimony in court or depositions.

Subconsultants, Subcontractors, and Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15%. Examples include, but are not limited to, expenses for subconsultants and subcontractors, out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, telecommunication charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, laboratory equipment fees, shipping charges, and supplies.

These rates are for services provided for the current fiscal year (FY). At the end of each FY (December 31), rates will be adjusted for the next FY and invoiced accordingly.

Equipment, Sample Storage, and Laboratory Testing

Field Equipment	Rates			
	each	per day	per week	per month
Nuclear Density Gauge		$40.00		
Vehicle (25 miles or less from S&W office)		$35.00		
Vehicle (on call basis or over 25 miles from office)		*per federal mileage rate*		
Sample Jars (4 oz soil)	$2.50			
Brass Tubes	$9.00			
Hand Boring Kit		$60.00		
Large Plastic Bags	$1.00			
Resistivity Meter		$85.00		
Generator		$60.00		
Water Level Indicator		$35.00	$60.00	$180.00
Vibrating Wire Piezometer (VWP) Readout		$35.00	$60.00	$180.00
Submersible Water Level Datalogger		$70.00	$175.00	$525.00
Downhole Barometric Pressure Datalogger		*included with Water Level Datalogger Rental*		
Single-Channel VWP Datalogger		$70.00	$175.00	$525.00
Inclinometer Probe and Readout		$115.00	$450.00	$1,350.00
Sondex Extensometer Readout		$55.00	$210.00	$650.00
DJI Phantom 4 UAV		$180.00		
EOS Arrow 100 GPS Unit		$60.00		
Starlink Satellite Field Internet Access		$15.00	$50.00	$180.00

Sample Storage	Rate per month
(After completion of report for studies or first month for testing)	
Minimum Storage Fee	$30.00
Each Box or Tube	$5.00
Each Bag/Bucket Sample	$10.00

Laboratory Testing	each
Soil, Rock, and Aggregate Testing	
Classification	
Description and Identification of Soils, Visual-Manual Procedure (ASTM D 2488)	$12.00
Water Content by Oven (ASTM D 2216)	$12.00
Unit Weight of Extruded Tube Sample (ASTM D 2937)	$35.00
Atterberg Limits	
Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D 4318)	
One-Point Method	$120.00
Three-Point Method	$145.00
Particle-Size Analysis	
Sieve Analysis Only (ASTM D 6913)	$135.00
Combined Analysis (ASTM D 422) (Hydrometer analysis on material finer than No. 10 Sieve unless otherwise specified)	$260.00
Soil Material Finer than No. 200 Sieve (ASTM D 1140)	$70.00
Surcharge for Split Sieve Gradation	$30.00

Laboratory Testing	each
Soil, Rock, and Aggregate Testing (continued)	
Sieve Analysis Surcharges for Large Particle Sizes	
1.5- to 3-inch maximum size	$32.00
Greater than 3-inch maximum size	*Hourly Technician Rate*
Aggregate Sieve Analysis (ASTM C 136 and C 117)	$145.00
Aggregate Sieve Analysis – Fines exceeding 15%	$165.00
Moisture Density Relationship of Soils	
ASTM D 698, Standard Proctor	
Method A & B	$270.00
Method C	$295.00
One-Point Check	$105.00
ASTM D 1557, Modified Proctor	
Method A & B	$290.00
Method C	$330.00
One-Point Check	$110.00
Preparation of cohesive soil samples will be charged at hourly staff rates.	
Miscellaneous Soil Tests	
Specific Gravity and Absorption (coarse aggregate) (ASTM C 127)	$100.00
Specific Gravity and Absorption (fine aggregate) (ASTM C 128)	$160.00
Sand Equivalency Value (ASTM D 2419)	$115.00
One-Dimensional Swell Test (ASTM D 4546)	$140.00
One-Dimensional Swell Test – Additional Reload Increments (per point)	$20.00
Sulfate Analysis	$70.00
pH Test	$70.00
Chloride Analysis	$70.00
Resistivity Test (Lab)	$70.00
Corrosion Suite	$250.00
R-Value Test	$550.00
Unconfined Compressive Strength of Rock (peak only)	$185.00
Unconfined Compressive Strength of Soil (ASTM D 2166)	$165.00
Point Load Test (per break)	$60.00

Concrete, Masonry, and Asphalt Testing	each
Concrete	
Compression Test – Cylinder	$28.00
Core Compression Test	$105.00
CLSM Cylinder	$31.00
Masonry	
Mortar Compression Test	$26.00
Grout Compression Test	$52.00
CMU Prism Compression Test	$205.00
Asphalt	
Core Density and Thickness	$60.00
Asphalt Ignition with Gradation	$240.00
Asphalt Ignition w/o Gradation	$125.00
Theoretical Maximum Specific Gravity	$125.00
Volumetric Testing	$445.00
Asphalt Core Rig	$100.00/day
Each Core	$9.00

Please call for rates for specific projects, nonstandard testing procedures, or for testing not listed above.

105WEST INCORPORATED

STANDARD BILLING RATE SCHEDULE 2025

PERSONNEL CLASSIFICATION		BILLING RATE/ HOUR
100	Director of Survey/Mapping	$ 180.00
105	Survey Manager	$175.00
110	Project Surveyor	$ 160.00
120	Survey Technician	$ 130.00
130	Survey Crew (2-Man)	$ 210.00
131	Party Chief	$ 120.00
132	Instrument Man	$ 90.00
140	Survey Crew (1-Man)	$ 175.00
160	Utility Survey Coordinator	$ 105.00
170	Administrative	$ 95.00

SCHEDULE OF REIMBURSABLE EXPENSES

EXPENSE OR SERVICE	BILLING RATE
Vehicle Mileage	$ 0.59/mi
Lodging (At cost)	$ 160.00 max
Per Diem (At cost)	$ 75.00 max
Reproduction on Mylar	$ 25.00/sht
Reproduction Velum	$ 10.00/sht
Outside Materials/Services/Supplies	Cost + 10%

EFFECTIVE 1/01/24

Exhibit B
Task Order Template

City of Louisville
COLORADO • SINCE 1878

Task Order No. ____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____ ____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND MERRICK ENGINEERING, INC.
FOR ON-CALL ENGINEERING SERVICES

1.0 PARTIES

This Agreement is entered into this ___ day of 20__ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Merrick & Company,** a Colorado corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SERVICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City's Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is provided as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City's representative and designees.

5.2 The Contractor designates Jeffrey Butson as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of THREE HUNDRED AND

FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Contractor:

Merrick & Company
attn: Jeff Butson
8051 E. Maplewood Ave, Suite 300

Greenwood Village, CO 80111
Telephone: (720) 330-3223
Fax: (303) 751-2581
Email: jeff.butson@merrick.com

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any

proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

CONTRACTOR:
MERRICK & COMPANY,
a Colorado corporation

By: Jason Toth Digitally signed by Jason Toth DN: C=US, E=jason.toth@merrick.com, O=Merrick and Company, OU=Infrastructure Engineering, CN=Jason Toth Date: 2025.05.08 07:12:19-06'00'
Title: Business Unit Leader

Exhibit A
Hourly Rates for Services

FEE SCHEDULE

MERRICK®

SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2025

PROJECT MANAGEMENT	
Assistant Project Manager	$235.00
Project Manager	$250.00
Senior Project Manager	$260.00
PROJECT ENGINEERING	
Engineer I	$130.00
Engineer II	$150.00
Engineer III	$165.00
Engineer IV	$180.00
Project Engineer	$200.00
Senior Project Engineer	$210.00
Assistant Technical Manager	$235.00
Technical Manager	$250.00
Senior Technical Manager	$265.00
Technical Practice Lead	$285.00
Sr. Technical Practice Lead	$310.00
FIELD ENGINEERING	
Construction Observer I	$140.00
Construction Observer II	$160.00
Construction Observer III	$180.00
Construction Observer IV	$200.00
Construction Observer V	$220.00
Senior Construction Observer	$245.00
Construction Practice Lead	$260.00
Sr. Construction Practice Lead	$290.00
DRAFTING	
Designer I	$110.00
Designer II	$130.00
Designer III	$150.00
Designer IV	$160.00
Designer V	$180.00
Senior Designer	$210.00
Design Manager	$220.00
Design Practice Lead	$245.00
Senior Design Practice Lead	$260.00

UTILITY SURVEYING	
Survey Project Manager	$264.00
Principal/PLS Surveyor	$291.00
Project Controls / Administration	$121.00
Lead Surveyor	$149.00
GPS Processor	$149.00
Party Chief RLS	$123.00
Party Chief	$100.00
Instrument/Rod Person	$73.00
Sr. Professional Land Surveyor	$238.00
Professional Land Surveyor	$167.00
Survey Technician	$128.00
One-person Crew	$166.00
Two-person Crew	$249.00
Utility Designations / SUE	$175.00
LANDSCAPE ARCHITECTURE	
Landscape Architect I	$120.00
Landscape Architect II	$140.00
Landscape Architect III	$160.00
Senior Landscape Architect	$215.00
ADMINISTRATION & PROCESS CONTROLS	
Admin I	$110.00
Admin II	$130.00
Admin III	$150.00
Admin IV	$160.00
Project Coordinator I	$130.00
Project Coordinator II	$150.00
Project Coordinator III	$170.00
Project Coordinator IV	$190.00

FUNDING SERVICES & GOVERNMENT AFFAIRS

Funding Specialist I	$130.00
Funding Specialist II	$150.00
Funding Specialist III	$170.00
Funding Manager	$190.00
Sr. Funding Services Lead	$200.00

OTHER

Subconsultant *(see subconsultant fee schedules in the attached appendix)*	Cost + 10%
Courier	Cost + 10%
Expert Witness Court Appearance	$3,250.00/day
G.P.S. System	$140/unit/day
Workstations/Specialized Equipment (Minimum Charge $30.00)	$60.00/day
Minimum Charge	$30.00
Personal Vehicle Mileage	Current Allowable IRS Rate
UAS	$150/day
ATV	$150/day
NavVis	$1,200.00/day
GPS/Survey Equipment	$10.50
Special Software	Cost + 10%
Other Materials or Equipment	Cost + 10%

Above standard rates will be held firm through December 31, 2025.
Client will be notified in writing of any requested changes.

Exhibit B
Task Order Template

City of Louisville
COLORADO • SINCE 1878

Task Order No. ____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____ ____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____ Date:_____

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND J-U-B ENGINEERS, INC.
FOR ON-CALL ENGINEERING SERVICES

1.0 PARTIES

This Agreement is entered into this ___ day of 20__ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **J-U-B Engineers, Inc.** an Idaho corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SERVICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City's Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authorized amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order,

and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order, absent any delays outside the Contractor's direct control. Prompt completion of the Services is essential to the City. Final payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

4.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PROJECT REPRESENTATION

5.1 The City designates Cameron Fowlkes 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 the City's representative and designees.

5.2 The Contractor designates Brian A. Smith as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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 selfinsured status may be substituted.

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

respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to the extent they have been 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 made against the Contractor. 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 in proportion to the proven 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the 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. Use or reuse of Contractor's work for any purpose other than intended by this Agreement shall be at City's sole risk.

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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Contractor:

J-U-B Engineers, Inc.
2809 E. Harmony Rd. Suite 300
Fort Collins, CO 80528
Telephone: (970) 377-3602

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

CONTRACTOR: Dan Tuttle Digitally signed by Dan Tuttle DN: C=US, E=dtuttle@jub.com, O=J-U-B Engineers, CN=Dan Tuttle Date: 2025.05.07 12:43:25-06'00'

By: Dan Tuttle, P.E.

Title: Area Manager

Exhibit A
Hourly Rates for Services

J-U-B ENGINEERS, Inc. ▪ 2024 Rate Table

CONFIDENTIAL

Billing Code	Labor Category	Hourly Rate	Billing Code	Labor Category	Hourly Rate
100	Administrative Support	$55	274	Construction Manager - Senior	$219
102	Administrative Assistant	$63	276	Construction Manager - Discipline Lead	$237
103	Administrative Assistant - Lead	$75	300	Planning Technician	$112
104	Administrative Assistant - Senior	$87	302	Planner	$155
110	Project Accountant	$93	304	Planner - Lead	$174
112	Project Accountant - Lead	$109	306	Planner - Senior	$214
114	Project Accountant - Senior	$123	308	Planner - Discipline Lead	$231
120	Communication Specialist - 1	$87	310	Environmental Scientist - Assistant	$103
121	Communication Specialist - 2	$97	312	Environmental Scientist	$148
122	Communication Specialist - 3	$105	314	Environmental Specialist - Lead	$175
124	Communication Specialist - Lead	$119	316	Environmental Specialist - Senior	$216
126	Communication Specialist - Senior	$131	318	Environmental Specialist - Discipline Lead	$228
128	Communication Specialist - Discipline Lead	$137	320	TLG Assistant	$103
200	Survey Technician	$97	322	TLG Practitioner	$146
202	Survey Technician - Lead	$129	324	TLG Practitioner - Lead	$170
204	Survey Technician - Senior	$154	326	TLG Practitioner - Senior	$213
210	Assistant Surveyor	$123	328	TLG Discipline Lead	$236
212	Assistant Surveyor - Lead	$141	329	TLG Discipline Lead Senior	$260
214	Professional Land Surveyor	$170	330	GIS Technician	$105
216	PLS - Lead	$189	332	GIS Analyst	$128
218	PLS - Senior	$215	334	GIS Dev. Analyst	$128
220	PLS - Discipline Lead	$231	336	GIS Analyst - Senior	$187
228	Assistant Designer	$91	338	GIS Dev. Analyst - Senior	$187
230	CAD Technician - Drafter	$112	340	GIS Discipline Lead	$214
232	CAD Technician - Designer	$136	350	Landscape Designer	$110
234	CAD Designer - Lead	$156	352	Landscape Architect	$146
236	CAD Designer - Senior	$168	354	Landscape Architect - Lead	$165
240	Project Designer	$141	356	Landscape Architect - Senior	$193
242	Project Designer - Lead	$163	358	Landscape Architect - Discipline Lead	$210
244	Project Engineer I	$181	400	Assistant Project Manager	$215
245	Project Engineer II	$198	402	Project Manager	$220
246	Project Engineer - Lead	$211	404	Program Manager	$240
248	Project Engineer - Senior	$239	406	Program Manager - Lead	$254
250	Project Engineer - Discipline Lead	$254	408	Program Manager - Senior	$269
252	Project Engineer - Discipline Lead - Senior	$264	410	Principal (Alternative Category, AM/Officer)	$285
260	Construction Observer	$134			
262	Construction Observer - Lead	$149			
264	Construction Observer - Senior	$173			
270	Construction Management Assistant	$146			
272	Construction Manager	$198			

1) Rates subject to change on a yearly basis.

2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.

3) A 10 percent markup will be applied to Subconsultant fees.

Exhibit B
Task Order Template

City of Louisville
COLORADO • SINCE 1878

Task Order No. ____

Task Name: _____

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated _____ ____, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager:_____ Date:_____

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND FE□R AND PEERS, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Fehr & Peers, Inc.** a California corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates Charles Alexander as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor□s representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

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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 S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE □ IT□ LA□ S

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

1□.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.

1□.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Fehr & Peers
Attn: Charles Alexander
410 17th St Ste 1000
Denver, CO 80202
Telephone: (303) 296-4300

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention

of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: Charles D. Alexander, PE
Title: Principal

Exhibit A
□ourly Rates for Services

FEE SCHEDULE

Fehr & Peers's 2024-25 hourly billing rate schedule (July 2024 through June 2025) is:

Hourly Billing Rates

Classification	Hourly Rate
Principal	$280.00 - $400.00
Senior Associate	$210.00 - $325.00
Associate	$185.00 - $285.00
Senior Engineer/Planner	$160.00 - $235.00
Engineer/Planner	$130.00 - $190.00
Senior Engineering Technician	$150.00 - $240.00
Senior Project Accountant	$125.00 - $190.00
Senior Project Coordinator	$125.00 - $185.00
Project Coordinator	$125.00 - $175.00
Technician	$145.00 - $190.00
Intern	$100.00 - $130.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Technology & Security Fee (software licensing, hardware upgrades, secure data storage, etc.) are invoiced and calculated as a percentage of project labor.*

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND OLSSON, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Olsson, Inc.** a Nebraska corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates Jessica Burch, PE as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor's representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

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

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If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Olsson, Inc.
601 P Street, Suite 200
Lincoln, NE 68508
Telephone: (402) 474-6311

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

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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.

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

OLSSON, INC.
a Nebraska Corporation

By: Jessica Burch
Title: Jessica Burch
Geography Leader

Exhibit A
□ourly Rates for Services

2025 Colorado Billing Rates

Professional Services[1,2,3]			
Sector Leader	$326	Lead Construction Manager	$235
Technical Expert	$292	Senior Construction Manager	$210
Senior Project Manager	$290	Project Construction Manager	$180
Client Relationship Manager	$305	Construction Manager	$155
Senior Team Leader	$288	Associate Construction Manager	$135
Project Manager	$254	Assistant Construction Manager	$115
Client Manager	$254	Commissioning Manager	$242
Group Leader	$262	Commissioning Technical Manager	$242
Associate Project Manager	$235	Commissioning Agent	$215
Lead Engineer	$260	Commissioning Senior Technician	$182
Senior Engineer	$235	Commissioning Associate Technician	$158
Project Engineer	$200	Commissioning Assistant Technician	$138
Engineer	$172	Building Inspector	$122
Associate Engineer	$154	CMT Manager	$165
Assistant Engineer	$137	Drilling Manager	$163
Lead Scientist	$229	CMT Technical Manager	$155
Senior Scientist	$200	Drilling Project Manager	$155
Project Scientist	$167	CMT Lab Manager	$125
Scientist	$142	CMT Field Manager	$125
Associate Scientist	$128	Drilling Field Manager	$131
Assistant Scientist	$107	CMT Senior Technician	$117
Lead Planner	$228	Senior Driller	$112
Senior Planner	$194	CMT Associate Technician	$ 92
Project Planner	$157	Associate Driller	$ 89
Planner	$145	CMT Assistant Technician	$ 82
Associate Planner	$132	Assistant Driller	$ 79
Assistant Planner	$115	CMT Standby Time	$ 92
Lead Landscape Architect	$232	CMT Earthwork Observation	$ 92
Senior Landscape Architect	$202	CMT Asphalt Observation	$ 92
Project Landscape Architect	$168	CMT Deep Foundation Observation	$117
Landscape Architect	$148	CMT Concrete Observation	$ 82
Associate Landscape Designer	$128	CMT Masonry Observation	$117
Assistant Landscape Designer	$108	CMT Structural Steel Observation	$125
Design Manager	$200	CMT Post-Tension Observation	$117
Design Technical Manager	$184	Senior Surveyor	$174
Design Associate	$148	Surveyor	$140
Senior Technician	$125	Associate Surveyor	$130
Associate Technician	$110	Assistant Surveyor	$ 99
Assistant Technician	$ 87	UAS Pilot	$170
Administrative Senior Specialist	$142	Lidar Crew	$205
Administrative Coordinator	$ 87	2-Person Survey Crew	$210
Administrative Assistant	$ 74	1-Person Survey Crew	$145
Student Intern 1	$ 73	CMT Scheduler	$ 87
Student Intern 2	$ 90		

1. Rates are hourly. Labor categories not included in the table will be provided on a Special Labor Rate Schedule.

2. Rates are valid for the 2025 calendar year. Rates will be adjusted in subsequent calendar years to reflect updated labor costs. Labor cost of services authorized in subsequent calendar years will be based on the applicable rate schedule for those years.

3. Subconsultants and direct expenses (including but not limited to airfare, lodging, parking, shipping/postage, telephone/fax, photocopies, and application/permit fees) will be billed at cost plus a 10% markup.

Subcontractor Services						
Geotechnical Drilling Subcontractor	Cost + 10%			Private Utility Locating Subcontractor	Cost + 10%	
Traffic Control Subcontractor	Cost + 10%			Geotechnical Permitting	At Cost	
Equipment & Testing Services						
2" Weighted Disposable Bailer	$ 15	/day		Specific Gravity	$ 137	/test
Anemometer	$ 60	/day		Direct Shear	$ 525	/point
Four Gas Monitor	$ 35	/day		Hydrometer Analysis	$ 158	/test
Five Gas Monitor	$ 110	/day		Swell, One-Dimensional	$ 158	/test
FLIR Camera	$ 100	/hour		Re-Molded Swell	$ 184	/test
Geiger Mueller	$ 25	/day		Consolidation, Time Rate	$ 210	/unit
Hand Auger Kit	$ 35	/day		Soil Corrosion Suite	$ 263	/test
Handheld GPS	$ 25	/day		Trip Charge	Per Project	
Level, Tripod, and Grade Rod	$ 50	/day		Electrical Resistivity	$ 158	/test
Magnetic Locator	$ 35	/day		Concrete Temperature Probe	$ 131	/each
Oil/Water Interface Probe	$ 50	/day		Unconfined Compression	$ 89	/test
Peristaltic Sampling Pump	$ 60	/day		Falling Head Permeability	$ 578	/test
Submersible Pump	$ 60	/day		Triaxial (CU), In-Situ	$ 562	/point
Photoionization Detector	$ 100	/day		Re-Molded Triaxial (CU)	$ 2,048	/point
Sampling Kit	$ 30	/day		Triaxial (UU)	$ 111	/point
Trimble GPS Handheld Meter	$ 150	/day		Thermal Resistivity	$ 1,260	/point
Water Level Indicator	$ 35	/day		Compr. Strength of Concrete	$ 19	/test
Water Quality Meter	$ 75	/day		Compr. Strength of Cores	$ 89	/test
4 Wheel Drive ATV	$ 100	/day		Core Lengths	$ 26	/test
Trimble GPS	$ 300	/day		Floor Flatness Equipment	$ 158	/day
Trimble Robot	$ 300	/day		Coring Equipment	$ 158	/day
LiDAR Scanner	$ 900	/day		Compr. Strength of Grout	$ 42	/test
Drone	$ 500	/day		Compr. Strength of Mortar	$ 42	/test
Pointerra (1-month)	$ 100	/each		Compr. Strength of Block	$ 142	/test
Pointerra (6-months)	$ 500	/each		Compr Strength of Block Prism	$ 173	/test
Mileage	IRS RATE	/mile		LA Abrasion	$ 263	/test
Line Drawing Bond	$ 0.25	/sq. ft.		Core Thickness	$ 26	/test
Map Rendering Bond	$ 1.25	/sq. ft.		Max. Theoretical Specific Gravity	$ 89	/test
Full Color Bond	$ 2.50	/sq. ft.		Bulk Specific Gravity	$ 68	/test
Line Drawing Photo	$ 0.65	/sq. ft.		Asphalt Content & Gradation	$ 147	/test
Map Rendering Photo	$ 1.65	/sq. ft.		Drilling – Straight Auger	$ 27	/foot
Full Color Photo	$ 2.90	/sq. ft.		Drilling – Hollow Stem	$ 40	/foot
Lrg. Format Print - Presentation	$ 5.00	/sq. ft.		Drill Rig Mobilization (<25 miles)	$ 709	/each
#200 Wash Analysis	$ 58	/test		Drill Rig Mobilization (>25 miles)	$ 709	+ $7 /mile
Atterberg Limits Tests	$ 100	/test		Moisture Vapor Emission Test	$ 68	/each
Standard Proctor	$ 168	/test		Electrical Resistivity Gauge	$ 158	/day
Modified Proctor	$ 210	/test		Field CBR Device	$ 420	/day
Proctor Checkpoint	$ 74	/test		Dynamic Cone Penetrometer	$ 79	/day
Sieve Analysis	$ 105	/test		Seismic (24-Channel Unit)	$ 1,575	/day
Moisture Only	$ 16	/test		Sonic Echo Testing	$ 263	/day
Density & Moisture	$ 26	/test		Ultrasonic Testing Machine	$ 158	/day
R-Value	$ 446	/test		Magnetic Particle Machine	$ 158	/day
Relative Density	$ 315	/test		Intumescent Thickness Gauge	$ 105	/day
California Bearing Ratio	$ 263	/point		Specialized Geotechnical Software	$ 788	/each
Sulfate Soundness	$ 263	/test		Testing Equipment	$ 30	/day
pH Level	$ 32	/test		Fireproofing – Cohesion	$ 26	/test
Organic Content	$ 79	/test		Fireproofing - Adhesion/Cohesion	$ 53	/test
				Lidar UAS Sensor	$ 1,575	/day
Unmanned Aircraft System (UAS)	$ 2,500	/day		Mobile Lidar	$ 10,000	/day

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND □IMLEY □ORN & ASSOCIATES, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **□imley □orn and Associates, Inc.** a North Carolina corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template as included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order as achievable by exercise of Contractor□s customary industry professional standard of care.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor

and City representatives. The City shall have no obligation to pay the Contractor for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Provided, however, times for performance shall be extended for good cause shown if approved in advance by the City Manager in writing. Contractor shall not be deemed in breach or have liability due to delays caused by any factor outside the reasonable control of the Contractor. Delays caused by the Contractor's subcontractors shall be considered within the control of the Contractor, unless delays are caused by a force majeure event including but not limited to natural disasters, adverse weather, epidemics, pandemics, or acts of the City, third parties or governmental agencies. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates □oel Price as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor□s representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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 □eneral Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION

DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each claim and TWO MILLION DOLLARS ($2,000,000) aggregate.

7.2 The Contractor's general liability insurance and automobile liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the 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 thirty (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 □overnmental 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.

□.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 to the extent such injury, loss, or damage is determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City and is subject to the limitations in Colorado Revised Statutes Section 13-50.5-102.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □ OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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, provided City has substantially performed its obligations, including prompt payment of all sums when due to Contractor, under this Agreement. 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, except when disclosure is compelled by law, court, regulatory agency or arbitrator□s order, or other form of compulsory legal process. 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Contractor:

Kimley-Horn and Associates, Inc.
380 Interlocken Crescent, Suite 100
Broomfield, CO 80021
Telephone: (720) 722-9682

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

Contractor may utili□e subcontractors identified in its qualifications submittal to assist with non-speciali□ed 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 AUT□ORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Christopher M. Leh, Mayor

Attest: □□□□□□□□□□□□□□□□□□□□□□□□
□enny Kline, Interim City Clerk

CONTRACTOR:
Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Title: Curtis D. Rowe, Senior Vice President

MP 31

Exhibit A
□ourly Rates for Services

Kimley»Horn

Kimley-Horn and Associates, Inc. Hourly Rate Schedule

Billing rates per Staff Classification	Standard Consultant Rate
Admin. Asst.	$110.00
Clerical / Administrative	$140.00
Designer	$200.00
Senior Designer	$230.00
Analyst I	$160.00
Analyst II	$175.00
Analyst III	$195.00
Engineer / Professional	$225.00
Senior Engineer I / Senior Professional I	$255.00
Senior Engineer II / Senior Professional II	$270.00
Senior Engineer III / Senior Professional III	$290.00
Senior Engineer IV / Senior Professional IV	$305.00

Effective through December 31, 2025

Subject to annual adjustment thereafter

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND □R ENGINEERING, LLC
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **□R Engineering, LLC** a Colorado company (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order Template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates □arrod Adams, PLS as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor□s representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE □ IT□ LA□ S

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

1□.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.

1□.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

R Engineering, LLC
Attn. Aaron Clutter, PE
7200 South Alton Way, Suite C400
Centennial, Colorado 80112
Telephone: (303) 267-6220
Fax: (303)721-9019

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention

of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utili□e subcontractors identified in its qualifications submittal to assist with non-speciali□ed 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 AUT□ORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Mayor

Attest: □□□□□□□□□□□□□□□□□□□□□□□□□□
City Clerk

CONTRACTOR:

By: A□ron □□□□tt□r□□E
Title: □r□□id□nt

EXHIBIT A

Professional Office Personnel	Hourly Rate
Clerical	$90
Design Engineer | Designer | Surveyor	$140
Project Engineer | Project Designer | Project Surveyor	$155
Project Lead Engineer | Project Lead Designer | Project Lead Surveyor	$175
Project Manager | Client Manager	$200
Technical Manager/Director	$215
Principal	$250
Expert Witness	$350

Professional Field Services Personnel	Hourly Rate
Construction Engineer	$140
Project Construction Engineer	$155
Project Construction Lead | Project Field Survey Lead	$165
Project Construction Manager | Project Field Survey Manager	$180
Survey Crew (1 Person)	$140
Survey Crew (2 Person)	$190
Drone Survey (1 Person)	$250
SUE Locating Crew (1 Person)	$165
SUE Locating Crew (2 Person)	$215

Reimbursable Expenses	
Subconsultants	**Cost Plus 10%**
Mileage	**$0.70/mile**

Effective January 1, 2025

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND OTA□, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Otak, Inc.** an Oregon corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** Hourly rates may be adjusted annually at the beginning of each calendar year. Proposed hourly rate adjustments require approval of the City Engineer. 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 Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates Scott Belonger as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor□s representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE □ IT□ LA□ S

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

1□.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.

1□.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Otak, Inc.
Scott Belonger
371 Centennial Parkway, Suite 210
Louisville, CO 80027
Telephone: (303) 444 -073

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention

of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:
Otak, Inc.

By: _____

Title: Principal

Exhibit A
□ourly Rates for Services

City of Louisville On-Call
2025 Fee Schedule
Effective 01/01/2025 through 12/31/2025

CLASSIFICATION	2025 BILLING RATE
Engineering	
Sr. PIC/ Sr. Project Manager Civil	$310
PIC /Sr. Project Manager Civil	$265
Civil Engineer X	$244
Civil Engineer IX	$226
Civil Engineer VIII	$214
Civil Engineer VII	$194
Civil Engineer VI	$176
Civil Engineer V	$168
Civil Engineer IV	$158
Civil Engineer III	$143
Civil Engineer II	$124
Civil Engineer I	$112
Engineering Designer V	$142
Engineering Designer IV	$134
Engineering Designer III	$125
Engineering Designer II	$116
Engineering Designer I	$105
Engineering Technician VII	$183
Engineering Technician VI	$157
Engineering Technician V	$132
Engineering Technician IV	$123
Engineering Technician III	$108
Engineering Technician II	$96
Engineering Technician I	$79
Construction Management	
PIC/Sr. CM	$230
Construction Manager VI	$212
Construction Manager V	$190
Construction Manager IV	$170
Construction Manager III	$160
Construction Manager II	$150
Construction Manager I	$196
Field Representative VII	$183
Field Representative VI	$166
Field Representative V	$155
Field Representative IV	$136
Field Representative III	$126
Field Representative II	$114
Field Representative I	$105
CM Documentation Specialist III	$148
CM Documentation Specialist II	$130
CM Documentation Specialist I	$117

Science	
PIC/Scientists	$245
Scientist VI	$212
Scientist V	$183
Scientist IV	$157
Scientist III	$140
Scientist II	$124
Scientist I	$93
Environmental Specialists	$153
Planning & Landscape Architecture	
Sr. PIC / Sr. PM LA/Mst. Planning	$303
PIC / Sr. PM LA/Mst. Planning	$255
Landscape Architect VII	$212
Landscape Architect VI	$182
Landscape Architect V	$164
Landscape Architect IV	$154
Landscape Architect III	$147
Landscape Architect II	$138
Landscape Architect I	$128
Landscape Technician III	$117
Landscape Technician II	$107
Landscape Technician I	$97
Planner VI	$202
Planner V	$185
Planner IV	$175
Planner III	$157
Planner II	$144
Planner I	$120
Planner Associate IV	$125
Planner Associate III	$115
Planner Associate II	$100
Planner Associate I	$84
Sr. GIS Specialist – Planner	$140
GIS Specialist – Planner	$126
Architecture	
Sr. PIC / Sr. PM Architecture	$330
Architect VII	$273
Architect VI	$246
Architect V	$235
Architect IV	$181
Architect III	$155
Architect II	$141
Architect I	$126
Technician VI	$191

Technician V	$144
Technician IV	$122
Technician III	$108
Technician II	$97
Technician I	$88
Project Support	
Graphic Specialist	$132
Project Coordinator III	$160
Project Coordinator II	$151
Project Coordinator I	$130
Administrative/Project Admin. Asst.	$115

Mileage	**Per the IRS Allowable**
Copies /Plots for Submittals	**Outsourced printing will be charged at cost.**

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

PROFESSIONAL SER□ICES AGREEMENT
BY AND BET□ EEN T□E CITY OF LOUIS□ILLE
AND STANLEY CONSULTANTS, INC.
FOR ON-CALL ENGINEERING SER□ICES

1.0 PARTIES

This Agreement is entered into this □□□ day of 20□□ ("**Effective Date**"), by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "**City**"), and **Stanley Consultants, Inc.** an Iowa corporation (the "**Contractor**").

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing on-call engineering services (the "**Services**").

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

3.0 SCOPE OF SER□ICES

3.1 The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in each task order approved in writing by the City (each a "Task Order"). Task Orders shall be approved by the City Manager or City Council, as applicable, in accordance with the purchasing levels for professional services set forth in the City□s Purchasing Policies.

3.2 When approved in writing by the City, each Task Order shall become a part of and be incorporated into this Agreement. A blank Task Order template is included as **Exhibit B**. A Task Order may be changed only by a properly authori□ed amendment to the Task Order. The 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 under each Task Order.

3.3 The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City. In its sole discretion, the City may contract with other contractors to provide the same or similar services during the term of this Agreement. The terms and conditions of this Agreement shall control in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any specific Task Order.

3.4 No specific task or work under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific Task Order, and, if requested by the City, until after a meeting between the Contractor and City representatives. The City shall have no obligation to pay the Contractor

for Services performed without a written Task Order, or for work done prior to a meeting when such meeting has been requested by the City.

3.5 The Contractor shall complete each Task Order on or before the completion deadline established by the City in writing for the specific Task Order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services. Payment for the Services shall only be made after the Services have been finally completed and accepted by the City.

□.0 COMPENSATION

4.1 For each Task Order approved by the City, the City shall pay the Contractor for Services a total not to exceed the amounts set forth in the applicable Task Order and the hourly rates set forth on **Exhibit A.** The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Task Order, 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.

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.

4.3 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 applicable Task Order.

5.0 PRO□ECT REPRESENTATION

5.1 The City designates Cameron Fowlkes, City Engineer, 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 the City□s representative and designees.

5.2 The Contractor designates Ron □ibson, PE as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of Contractor□s representatives be replaced, 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 31, 2026, unless sooner terminated pursuant to Section 6.2 or 13, below.

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

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE

HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) per person in any one occurrence and ONE MILLION DOLLARS ($1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. 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.

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

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 thirty (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.

□.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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been 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 determined by adjudication, alternative dispute resolution, or mutual agreement between Contractor and the City to have been caused by the act, omission, or other fault of the City.

□.0 QUALITY OF □ OR□

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

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR S□ALL SATISFY ALL TAX AND OT□ER GO□ERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, □ OR□ERS□COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY □IND S□ALL BE □ IT□□ELD OR PAID BY T□E CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO □OR□ERS□ COMPENSATION BENEFITS EXCEPT AS MAY BE PRO□IDED BY T□E INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION CO□ERAGE IS PRO□IDED BY T□E INDEPENDENT CONTRACTOR OR SOME ENTITY OT□ER T□AN T□E 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.

1□.0 INSPECTION AND AUDIT

The City and its duly authori□ed 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 District Court of Boulder County of the State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE □ IT□ LA□ S

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

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

17.3 It is assumed that the Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Services or the material or equipment used in or upon the site, or in any way affect the Services. No pleas or claims of misunderstanding or ignorance by the Contractor shall in any way serve to modify the provisions of the Agreement.

1□.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.

1□.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Contractor:

Stanley Consultants, Inc.
Attn: □ason Morrison
8000 South Chester Street, Suite 400
Centennial, CO 80112
Telephone: (303) 799-5091

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

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, age, 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.

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

21.0 NO T□IRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention

of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:
Jason Morrison

By: Jason Morrison, AICP
Title: Client Services Manager

Exhibit A
□ourly Rates for Services

Stanley Consultants INC.

City of Louisville

2025 Engineering On-Call Services

Stanley Consultants, Inc. - 2025 Fee Schedule	
Billing Title/Labor Category	**Hourly Rate**
Engineer, Principal III	$331
Engineer, Principal II	$307
Engineer, Principal I	$297
CADD/Design, QA/QC Manager	$293
Engineer, Senior III	$290
Planner, Senior	$279
Engineer, Senior II	$266
Construction Services Dept. Manager	$254
Engineer, Senior I	$227
Engineer III	$213
Engineer II	$199
Resident Project Rep, Senior	$198
Designer/Drafter, Senior	$193
Engineer I	$171
Resident Project Rep	$165
Designer/Drafter	$160
EIT III	$149
EIT II	$130
Construction Inspector, Senior	$130
Administrative Assistant, Senior	$124
EIT I	$117
Construction Inspector	$116
Administrative Assistant	$94
Engineering Intern II	$83
Engineering Intern I	$72
Reimbursable Expenses	
Mileage Rate/Mile	Current Federal Govt. Rate
Copies, Black & White	$0.15/each
Copies, Color	$0.35/each
Bond Prints (Black & White)	$1.10 per linear foot
Bond Prints (Color)	$7.75 per linear foot
Deliveries, Local Courier	Actual Cost
Overnight	Actual Cost
Postage (Major Mailings)	Actual Cost
Parking & Tolls	Actual Cost
Rental Equipment	Actual Cost
Subconsultants	Actual Cost

Hourly Rates subject to revision one year after contract execution

Exhibit B
Task Order Template

Task Order No. □□□□

Task Name: □□□□□□□□□□□□□□□□□□□□

This Task Order is issued pursuant to the Professional Services Contract between the City of Louisville and the Contractor listed below for On-Call Engineering Services (the "Contract") dated □□□□□□□□□□□□ □□□□, 2025.

1. Contractor:
2. Requested By (City Department/Employee):
3. Start Date:
4. Completion Date:
5. Task/Deliverables:
6. Total Budget:

Except as specifically modified by this Task Order, the Contract remains in full effect.

Approval:

City Manager: □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□ **Date:** □□□□□□□□□□□□□

City of Louisville | Department of Public Works & Utilities

COLORADO • SINCE 1878

ENGINEERING ON-CALL SCORES AND RANKINGS
JUNE 3, 2025

Process and Utilities

Process & Utility submittals	Reviewer 1 Utilities Score	Reviewer 2 Utilities Score	Average Score	Rank
AE2S	62	69	65.5	9
Carollo	80	93	86.5	2
Consor	60	82	71.0	7
IMEG	68	67	67.5	8
JVA	99	94	96.5	1
Kimley Horn	58	66	62.0	10
Level Engineering	70	85	77.5	4
Olsson	79	70	74.5	5
RESPEC	56	87	71.5	6
RG Associates	73	87	80.0	3

Drainage and Stormwater Management

Drainage & Stormwater Management submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Engineering Score	Average Score	Rank
Benesch	78	79	81	79.3	5
CAGE	38	43	56	45.7	21
Carollo	76	74	80	76.7	6
Drexel Barrell	68	70	82	73.3	12
FHU	80	89	81	83.3	1
HKS	74	72	83	76.3	7
ICON	73	72	62	69.0	15
IMEG	70	43	61	58.0	19
JR Engineering	72	62	74	69.3	14
JUB	74	87	83	81.3	3
JVA	81	80	83	81.3	3
Kimley Horn	75	74	74	74.3	8
Level Engineering	78	61	66	68.3	16
Merrick	79	87	83	83.0	2
Olsson	81	82	58	73.7	11
Otak	79	75	69	74.3	8

RESPEC	74	74	69	72.3	13
RG Associates	75	64	61	66.7	17
TAIT	76	62	60	66.0	18
WSB	72	49	50	57.0	20
WWE	73	77	73	74.3	8

NOTE: In the event of a tie, preference was given to the consultant who was not awarded in other categories.

Roads, Pavement, and Transportation

Roads, Pavement, and Transportation submittals	Reviewer 1 Engineering	Reviewer 2 Engineering	Average Score	Rank
Benesch	74	80	77.0	9
CAGE	59	34	46.5	19
Fehr & Peers	89	87	88.0	1
FHU	88	81	84.5	2
HKS	79	70	74.5	12
ICON	71	73	72.0	15
IMEG	70	70	70.0	18
JR Engineering	73	73	73.0	14
JUB	71	71	71.0	16
JVA	82	81	81.5	3
Kimley Horn	85	76	80.5	5
Merrick	78	80	79.0	7
Olsson	80	83	81.5	3
Otak	80	79	79.5	6
RG Associates	74	74	74.0	13
Rocksol	76	76	76.0	10
Stanley Consultants	80	78	79.0	7
TAIT	74	77	75.5	11
WSB	70	72	71.0	16

NOTE: In the event of a tie, preference was given to the consultant who was not awarded in other categories.

Drafting and Survey Support

Drafting and Survey Support submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Engineering Score	Average Score	Rank
Benesch	37	53	52	47.3	10
HKS	55	82	66	67.7	4
IMEG	58	53	63	58.0	7
JR Engineering	72	68	70	70.0	3
JVA	51	47	70	56.0	8

Kimley Horn	71	74	66	70.3	2
Olsson	80	84	83	82.3	1
RG Associates	65	65	65	65.0	5
TAIT	67	61	64	64.0	6
WSB	57	54	57	56.0	8

Construction Management

Construction Management submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 3 Utilities Score	Average Score	Rank
ABW	26	16	49	30.3	20
Benesch	83	81	87	83.7	10
Carollo	82	78	88	82.7	11
FHU	89	79	91	86.3	3
Geocal	85	81	89	85.0	5
Icon	70	66	75	70.3	16
IMEG	62	64	57	61.0	19
JR Engineering	83	81	82	82.0	12
JUB	84	87	85	85.3	4
JVA	87	87	94	89.3	1
Level Engineering	85	83	85	84.3	8
Merrick	78	77	80	78.3	14
Olsson	71	72	71	71.3	15
Otak	87	84	89	86.7	2
PSI	67	67	66	66.7	18
RG Associates	82	85	87	84.7	7
Rocksol	85	82	88	85.0	5
TAIT	82	84	87	84.3	8
VIVID	81	78	82	80.3	13
WSB	69	67	70	68.7	17

Structural

Structural submittals	Reviewer 1 Engineering Score	Reviewer 2 Engineering Score	Reviewer 2 Facilities Score	Average Score	Rank
Apex	65	74	73	70.7	11
Benesch	81	73	88	80.7	8
Carollo	78	79	88	81.7	6

FHU	81	82	95	86.0	1
IMEG	73	50	80	67.7	13
Kimley Horn	77	72	96	81.7	6
Level Engineering	78	57	69	68.0	12
Merrick	81	79	90	83.3	4
Olsson	84	75	91	83.3	4
Otak	81	84	92	85.7	2
RESPEC	73	64	87	74.7	10
Rocksol	76	82	82	80.0	9
Stanley Consultants	80	82	90	84.0	3
WSB	72	51	74	65.7	14

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **RESOLUTION NO. 36, SERIES 2025 – A RESOLUTION APPROVING A MANAGEMENT AGREEMENT WITH THE CITY OF BOULDER CONCERNING THE DAVIDSON MESA TRAIL**

DATE: **JUNE 3, 2025**

PREPARED BY: **ADAM BLACKMORE, PROS DIRECTOR**
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

SUMMARY:
This item seeks Council approval of an Intergovernmental Management Agreement (IGA) with the City of Boulder Open Space and Mountain Parks (OSMP) and the City of Louisville. The agreement formalizes responsibilities related to the portion of the US HWY 36 - Davidson Mesa Trail (Louisville's trail) connection located on OSMP owned land. The Agreement formalizes Louisville's continued use, access, and maintenance responsibilities for the trail segment, while preserving OSMP property rights and outlining cooperative land stewardship practices.

BACKGROUND / PRIOR DISCUSSIONS:
Louisville staff have been working with OSMP staff since 2024 on this topic. This is primarily an administrative item and board and/or council involvement has not occurred and is not required.

ANALYSIS:
The council is asked to approve the IGA between Louisville and OSMP. Key provisions include:

- Formal permission for Louisville to maintain and operate the trail section located on OSMP property.
- Clarification of maintenance responsibilities, including trail surface (concrete prohibited) and shoulder mowing.
- Coordination on future fence installation, with close proximity of the property line, with cost-sharing.
- Authorization for Louisville to remove the prairie dog barrier on the existing fence and reinstallation a new prairie dog barrier once the new fence is installed.
- Terms for signage, use limitations, indemnity, insurance, and termination protocols.
- Staff support this agreement as it aligns operating practices and understanding, property boundaries, and partnership maintenance responsibilities with City of Boulder Open Space.

2025 COUNCIL WORK PLAN:
This item supports the 2025 Council work plan focus on core services. The item reflects both the Environmental Sustainability and EDI lenses by balancing ecological protection with equitable trail access.

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

- Trail maintenance and mowing are currently included in the existing Open Space operational budget.
- Fence construction cost-sharing may be subject to a future budget cycle with required one-year notice from OSMP per the agreement.

ALTERNATIVE(S):

- Do not approve the agreement- May require trail removal or legal negotiations with OSMP for Louisville to purchase the land.
- Request modifications to the agreement- Delay in implementation and potential reopening of negotiations.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 36, Series 2025 approving the City of Boulder–Louisville Management Agreement for Davidson Mesa Trail Use.

ATTACHMENT(S):

1. Resolution No. 36, Series 2025
2. Intergovernmental Management Agreement – City of Boulder & City of Louisville (April 2025 Draft)

RESOLUTION NO. 36
SERIES 2025

A RESOLUTION APPROVING A MANAGEMENT AGREEMENT WITH THE CITY OF BOULDER CONCERNING THE DAVIDSON MESA TRAIL

WHEREAS, a Management Agreement has been proposed between the Cities of Louisville and Boulder related to Louisville's operation and maintenance of the Davidson Mesa Trail; and

WHEREAS, by this resolution the City Council desires to approve the Management Agreement.

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

Section 1. The City Council hereby approves the Management Agreement by and between the Cities of Louisville and Boulder concerning the Davidson Mesa Trail (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

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

PASSED AND ADOPTED this 3rd day of June 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

MANAGEMENT AGREEMENT
between
The City of Boulder
and
The City of Louisville

This Management Agreement ("Agreement") is entered into and effective this ____ day of _____, 2025, by and between the City of Boulder, a Colorado home rule municipality whose address is 1777 Broadway, Boulder, CO 80302 ("Boulder") and the City of Louisville, a Colorado home rule city whose address is 749 Main Street, Louisville, CO 80027 ("Louisville") (individually, "Party" or collectively "Parties").

RECITALS

A. Boulder is the owner in fee of a property (Boulder County Assessor parcel # 157713000074) which is designated as open space and managed by Boulder's Open Space & Mountain Parks Department ("OSMP") more particularly depicted on Exhibit A attached hereto and made a part hereof (the "Boulder Property" or "Property").

B. The Boulder Property is directly adjacent to Louisville's Davidson Mesa Open Space also shown on Exhibit A.

C. Louisville unknowingly constructed a portion of its Davidson Mesa Trail ("Trail") that connects to the U.S. 36 Bikeway several years ago on the Boulder Property without the knowledge of or permission from Boulder.

D. A portion of the Trail is also located on the Boulder Property boundary where shoulder maintenance activities likely encroach on the Boulder Property.

E. The portions of the Trail on the Boulder Property have been in use for years by the public and Boulder has determined that Louisville's continued use of the Boulder Property under the terms of this Management Agreement will not interfere with Boulder's or the public's use of the Boulder Property.

F. The purpose of this Agreement is to allow Louisville the right to continue to operate and maintain that portion of the Trail located on the Boulder Property, and to outline certain management rights and obligations for both Parties regarding the Trail and the Boulder Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Boulder and Louisville agree as follows:

1. Boulder agrees to permit Louisville, including its employees, officers, agents, and other authorized parties, the right to access and occupy the portion of the Boulder Property that contains the Trail for the uses and purposes set forth herein.

2. Trail Access, Use and Maintenance.
   a. Louisville may operate, maintain, and repair the Trail on the Boulder Property, including approximately 2'-wide shoulders, as shown on Exhibit B for public hiking, dog walking, biking and other allowed uses. The Trail shall be a compacted crusher-fines trail and shall not be constructed of concrete or asphalt unless approved in advance by Boulder.
   b. Louisville shall have full responsibility for all maintenance of the Trail including the trail surface and mowing of the trail shoulder. Louisville may, but is not required, to provide snow removal on the Trail.
   c. Louisville may install informational and directional signage for the Trail on the Boulder Property. The informational and directional signage shall include a notice intended to reduce natural resource impacts by encouraging the public to use and stay on the Trail.
   d. Louisville is not permitted to install trail amenities associated with the Trail such as bike racks and trash cans on the Boulder Property unless approved in advance by Boulder.
   e. Louisville shall not reconstruct or expand the Trail without advance written approval from Boulder.
   f. Jurisdiction and Law Enforcement. Nothing in this Agreement is deemed to alter the jurisdiction or ownership of the Boulder Property, nor the normal emergency response or protocol for law enforcement, firefighting, emergency rescue or any similar assistance by law enforcement (including federal, state and local) and fire prevention agencies on the Boulder Property.

3. Land and Trail Management
   a. There currently exists a fence along the western property boundary of the Property that OSMP intends to remove at some point in the future. Removal of the western boundary fence of the Property will be coordinated with the installation of a new property boundary fence along the eastern property boundary of the Property (common property boundary with the Davidson Mesa Open Space) with cost-sharing of construction and maintenance consistent with state statute or as otherwise agreed to by the Parties. For budgeting purposes, Boulder agrees to notify Louisville at least one year before it intends to install the new fence. OSMP agrees the new fence will be located to accommodate a 2'-wide or less maintenance shoulder for the Trail as needed.
   b. OSMP agrees to allow Louisville, including its employees, officers, agents, and other authorized parties, the right to access the Boulder Property to attach, repair, and maintain a prairie dog barrier to the western side of the fence along the common property boundary to mitigate the natural movement of prairie dogs into the Davidson Mesa Open Space from the Property. The method of attachment to the fence and style of the prairie

dog barrier must be approved in advance by OSMP. Louisville shall be responsible for all costs associated with the installation and maintenance of the prairie dog barrier.

c. In July 2009, the Parties discovered that a prairie dog barrier fence was constructed by Louisville on the Property in the location shown on Exhibit B. At the time, OSMP agreed that the prairie dog barrier fence could remain in place, but that Louisville would not maintain or repair the barrier, and that Louisville would remove the barrier when it had deteriorated beyond its usefulness as determined by OSMP. OSMP and Louisville agree that the prairie dog barrier fence has deteriorated to the point where it needs to be removed, and Louisville agrees to remove the barrier within 6 months of the execution of this Agreement, and the sole cost and expense of Louisville. Louisville, including its employees, officers, agents and other authorized parties, may access the Boulder Property for the purpose of removing the barrier.

4. Other Provisions.

a. Insurance. Louisville certifies it carries insurance for general liability coverage up to $1,000,000 each occurrence and $3,000,000 aggregate and carries umbrella coverage up to $10,000,000. Further, prior to any entry on the Boulder Property, Louisville shall require each contractor conducting activities on the Boulder Property pursuant to this Agreement to have and maintain at their own expense, at least the following insurance for which certificates evidencing such insurance shall be provided to Boulder prior to any entry and shall name **"the City of Boulder, its elected and appointed officials, directors, officers, employees, agents and volunteers" as additional insureds**:

Insurance	Amounts
a. Workers Compensation	Statutory.
b. Comprehensive General Liability	$2,000.000 each occurrence. $2,000,000 aggregate.
c. Automobile liability	$1,000.000 each occurrence. $2,000,000 general aggregate

b. No Conveyance. Nothing in this Agreement is intended to dedicate or reserve to the public or Louisville any rights by adverse possession, prescription, grant, dedication or otherwise, to possess or occupy the Property or any portion thereof except as agreed to herein. Boulder reserves the right to use and occupy the Property for any purpose which does not interfere with Louisville's permitted Trail uses.

c. Non-Appropriation. This Agreement shall not be interpreted to impose a multi-year fiscal obligation on the Parties. Financial commitments of the Parties under

this Agreement payable after the current fiscal year are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available by either Party.

d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof, and supersedes all prior agreements, oral or written.

e. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, including the public. It is the express intention of the Parties that any such party or entity, other than the Parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

f. Liability. Each Party agrees to be responsible for its own actions related to the uses permitted herein in accordance with and to the extent permitted under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* ("Act"), and shall be responsible for any third-party losses and claims related to each Party's actions or inactions related to the uses and rights granted herein in accordance with the Act.

g. Contractor Indemnity. Prior to any entry on the Boulder Property, Louisville shall require each contractor conducting activities on the Boulder Property pursuant to this Agreement to agree to indemnify and hold the City of Boulder, its directors, officers, employees, elected and appointed officials and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing harmless from any liability as a result of any activities covered by said contractor under this Agreement.

h. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or other protections provided to Boulder under the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as amended ("Act"). The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of Boulder and its officers, agents or employees are controlled and limited by the provisions of the Act.

i. Governing Law. As and where applicable, the law of the State of Colorado shall govern the interpretation and administration of this Agreement.

j. Term and Termination. This Agreement shall not expire and is a perpetual Agreement. Either Party may terminate this Agreement for cause upon 60 days written notice, provided it is consistent with the Notice provision in paragraph k below and provided that the defaulting Party is given at least 30 days to cure the default. Further, this Agreement may be terminated for convenience by either Party upon 364 days written notice. If this Agreement is terminated, Louisville agrees to remove the Trail and restore the Property at Louisville's sole cost and expense upon demand by Boulder.

k. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be transmitted by either email, facsimile or sent via pre-paid overnight delivery with verified receipt addressed to the party at the address below. Any such notice shall be deemed received on the day such notice is received, but in any event, no later than two (2) business days after it was sent.

City of Louisville:	**City of Boulder:**
749 Main Street Louisville, CO 80027 Attn: Adam Blackmore Director of Parks & Open Space ablackmore@louisvilleco.gov With a copy to: Louisville City Attorney's Office 749 Main Street Louisville, CO 80027	City of Boulder – OSMP Attn: Director 2520 55th Street Boulder, CO 80301 With a copy to: Boulder City Attorney's Office P. O. Box 791 Boulder, CO 80306

The Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF LOUISVILLE:

_____
Christopher M. Leh, Mayor

ATTEST:

_____
City Clerk

CITY OF BOULDER:

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A



City of Boulder Property

City of Louisville Davidson Mesa Open Space

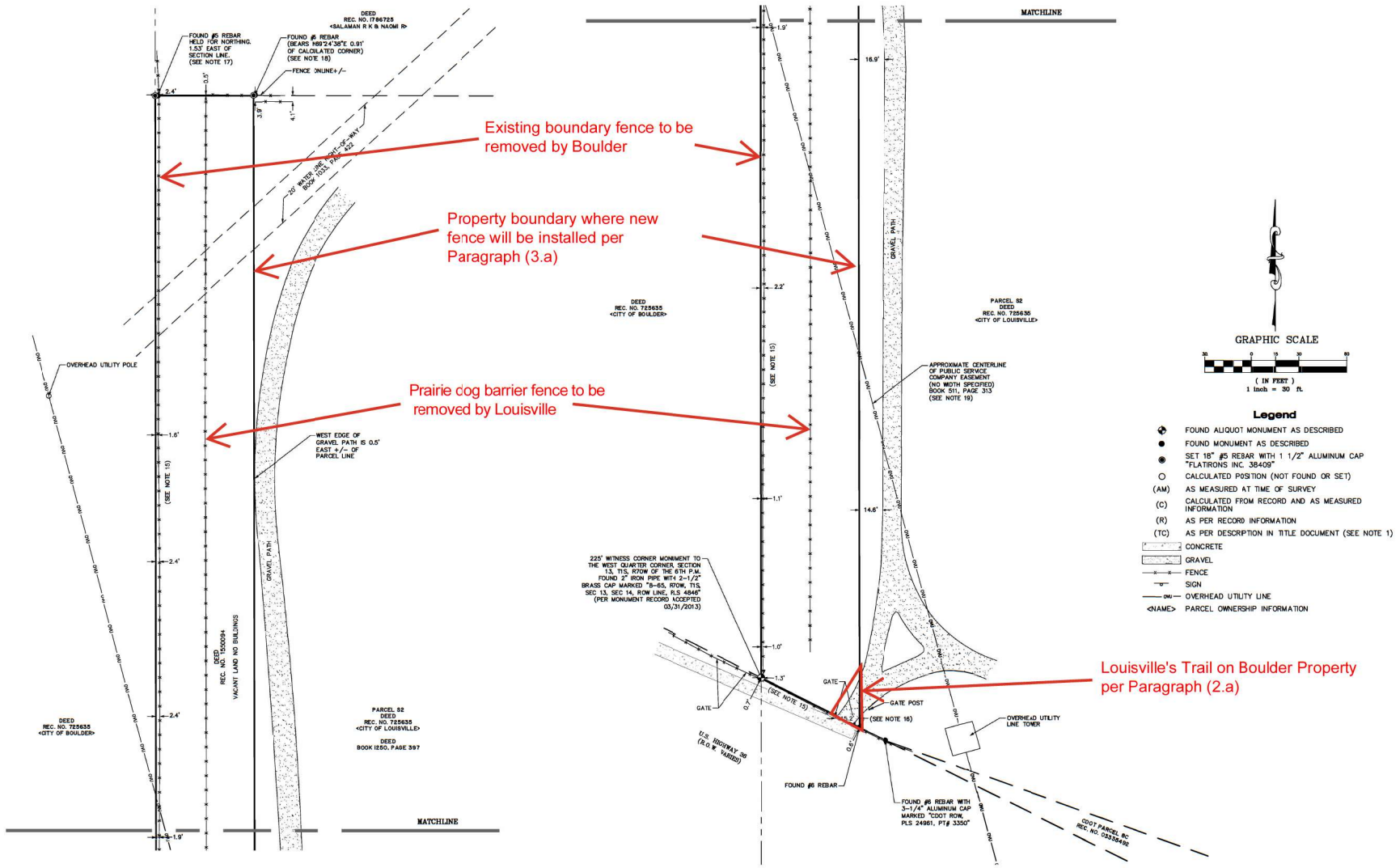
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Created By: rogersc Date: 2/27/2025 Document Path: Y:\OSMP Working Map\OSMP Working Map.aprx

Exhibit B



LAND SURVEY PLAT
PREPARED FOR
City of Boulder Open Space & Mountain Parks

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Land Surveying Services
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LONGMONT, CO 80501
(303) 776-1733
DENVER, CO 80221
(303) 938-6997

38409
4/12/24
REGISTERED PROFESSIONAL LAND SURVEYOR

JOB NUMBER:	24-80,891
DATE:	04-12-2024
DRAWN BY:	B. OELKE
CHECKED BY:	EP/JJK/RS

SHEET 2 OF 2

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **ORDINANCE NO. 1896, SERIES 2025; AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE SECTION 17.72.190 REGARDING YARD AND BULK REQUIREMENTS FOR GENERAL DEVELOPMENT PLANS – 1ST READING, SET PUBLIC HEARING**

DATE: **JUNE 3, 2025**

PREPARED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

PRESENTED BY: **ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

SUMMARY:
The applicant, Portercare Adventist Health Systems, has submitted a proposed amendment to Louisville Municipal Code (LMC) Sec. 17.72.190 - Yard and Bulk Requirements (see Attachment Nos. 1 and 2 for draft ordinance and application respectively). The proposed amendment would allow General Development Plans (GDPs) for properties zoned Planned Community Zone District (PCZD) to specify the desired yard and bulk standards, including building setbacks, building height, and lot coverage. The current ordinance limits yard and bulk standards to be in "general conformance" with certain existing zoning districts. The following reflects the proposed amendments:

> ***Sec. 17.72.190. Yard and bulk requirements.***
>
> *Yard and bulk requirements under a planned community zone district shall be specified on the general development plan filed for the different areas of the district. Such yard and bulk requirements shall be consistent with the comprehensive development plan or other adopted plan of the city and the desired character of the district. ~~Such~~ If not specified in the general development plan for an area of the district, the yard and bulk requirements shall be in general conformance with the yard and bulk requirements set forth in chapter 17.12 of this Code. based on the most similar zoning district ~~Yard and bulk requirements set forth in the general development plan shall be in general conformance with the zones~~ as set forth below:*
>
> *Agricultural use—A Zone.*
> *Industrial use — I Zone.*
> *Commercial and office use — C-N, C-B, C-C, O Zones.*
> *Residential use — R-E, R-L, R-M, R-H, SF Zones.*

The proposed ordinance amendment would be broadly applicable to all property in the City zoned PCZD. The applicant owns several properties within the City, including all properties located within the Avista Adventist Hospital GDP and Lot 1, Block 2 Redtail Ridge Filing No. 1 located within the ConocoPhillips Campus GDP.

BACKGROUND / PRIOR DISCUSSIONS:
The City established the PCZD and standards for GDPs by Ordinance No. 806, Series 1983. This ordinance limited yard and bulk standards for GDPs to be in "general conformance" with existing comparable yard and bulk standards in the zoning code (see Attachment Nos. 3 and 4 for ordinance and City Council public hearing minutes respectively). While the ability to alter yard and bulk standards with a GDP is limited, most property within a GDP district is also subject to a future Planned Unit Development (PUD) approval and yard and bulk standards could be waived with the PUD process after the City approves a GDP. LMC Sec. 17.28.110 provides the waiver standards for PUDs:

> *…any such requirements may be waived or modified through the approval process of the planned unit development if the spirit and intent of the development plan criteria contained in section 17.28.120 are met and the city council finds that the development plan contains areas allocated for usable open space in common park area in excess of public use dedication requirements or that the modification or waiver is warranted by the design and amenities incorporated in the development plan, and the needs of residents for usable or functional open space and buffer areas can be met.*

Some previously approved GDPs include yard and bulk standards that differ significantly from the comparable zoning despite the restrictions in Sec. 17.72.190. For example, the Avista Adventist Hospital GDP, approved in 2002, allows building heights up to four stories and 63' to the roof and 77' to the mechanical screen. The adopted comparable zoning standards limits height to 35' to the roof and 42' to the mechanical screen. In 2010, with the approval of the ConocoPhillips Campus GDP, the City recognized that Section 17.72.190 did not allow significant deviations from the adopted comparable zoning standards and that any differences between the GDP and the comparable zoning could be subject to legal challenge.

Planning Commission Recommendation:
At their May 8, 2025 meeting, the Planning Commission passed Resolution 6, Series 2025 recommending approval of the draft ordinance concerning yard and bulk standards for GDPs as drafted (Attachment No. 6). Minutes from this meeting will be included with the second reading memo. The meeting video is at the following link (minutes 0:6:45 - 1:02:45)

ANALYSIS:

LMC Sec. 17.72.010 states the purpose of the PCZD, including that the district is to encourage "the use of contemporary land planning principles and coordinated community design…." Any property that is zoned PCZD must be at least 30 acres in size and under single ownership at the time the City designates the property as PCZD and approves the GDP. Effectively, the GDP establishes a master-planned custom zoning for larger parcels that reflect the intended character of the district outside of what the City's standard districts provide.

LMC Sec. 17.72.030 lists the minimum content of a GDP:

> *A. The proposed use of all lands within the subject property;*
>
> ***B. The type or character of development and the number of dwelling units per gross acre proposed;*** *[emphasis added]*
>
> *C. The proposed location of school sites, parks, open spaces, recreation facilities and other public and quasi-public facilities;*
>
> *D. The proposed location of all streets shall be coordinated with the adopted general street plan for the city.*

Subsection B typically results in the GDP establishing design standards custom to the planned community zone district, including yard and bulk standards, which are also explicitly required under Sec. 17.72.190. However, the adopted standards may not reflect the actual intended character of the development due to the restrictions in the current code language. Consequently, the intent and purpose of the PCZD GDP to establish "contemporary land planning principles and coordinated community design" and to outline the "type and character of development" could be seen in conflict with Sec. 17.72.190.

Removing the restrictive language in Sec. 17.72.190 that requires "general conformance" of yard and bulk standards with baseline zoning standards would allow the City to adopt GDP standards that more comprehensively set the intended character of the district. The primary argument to defer to the future PUD process is that the PUD will provide complete architectural and site plans for the proposed development and any yard and bulk waivers can be considered in the context of the full set of plans. However, design standards and other restrictions can be established as part of a GDP to address site design. For example, a GDP that allows buildings taller than three stories could establish standards for building materials, building step backs and articulations, and define zones or critical view corridors within the GDP area where building height should be treated differently. The subsequent PUD then must demonstrate compliance with the design standards.

2025 COUNCIL WORK PLAN:
The 2025 City Council Work Plan establishes four priorities, and initiatives within each of the four priorities. Under the Economic Vitality priority, City Council has set a goal to initiate targeted code amendments ahead of the Comprehensive Plan adoption and land development code rewrite that will follow (see Figure 1 below). Even though this code amendment is not being initiated by the City, it could be considered to fall under this section of the 2025 City Council Work Plan.

Figure 1: City Council 2025 Work Plan Excerpt

2025 Comprehensive Plan Implementation - **Targeted Development Code Amendments**	Identify near term, targeted, priority development code updates to implement the 2025 Comprehensive Plan that should occur prior to the development code rewrite project that is planned to begin in early 2026. Such code changes include but are not limited to parts of Title 16 (Subdivisions) and Title 17 (Zoning).	Potential council actions include discussion and direction, if needed, as well as adoption of targeted code amendments.

One of the primary purposes of the anticipated land development code rewrite is to provide more predicable codes and procedures. Current codes and procedures are generally considered to be outdated and in need of modernization. The subject ordinance, for example, originated in 1983. Another purpose of the land development code rewrite is to create a more business-friendly approach to land development review processes in the City. This targeted amendment to Sec. 17.72.190 eliminates a vague and contradictory section of the current land development code and will allow more predictable processes for PCZD zoned properties and for the implementation of GDPs.

FISCAL IMPACT:
Budgeted?: **Not Applicable**
Approval of the ordinance could lead to reduced demand on staff time for development review by providing more clarity to applicants and staff on the desired character of development in PCZD zoned districts.

ALTERNATIVE(S):
Alternatives Include:

- Adopt the amended code language as drafted. This will update the standards for GDPs to allow establishment of yard and bulk standards that reflect the final desired condition within the district.
- Decline to adopt the amended code language. This will maintain the current process of requiring yard and bulk standards to be listed on GDPs but require that they be in “general conformance” with certain zoning districts, and thus, require PUD waivers if there is going to be any deviation from the referenced zoning districts.

RECOMMENDATION:
Staff recommends approval of Ordinance No. 1896, Series 2025 on first reading and setting the public hearing for a date to be determined by the City Council.

ATTACHMENT(S):

1. Ordinance No. 1896, Series 2025
2. Application
3. Ordinance No. 806, Series 1983
4. August 16, 1983 City Council Minutes
5. Public Comment
6. Planning Commission Resolution 06, Series 2025
7. Staff Presentation

ORDINANCE NO. 1896
SERIES 2025

AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE SECTION 17.72.190 REGARDING YARD AND BULK REQUIREMENTS FOR GENERAL DEVELOPMENT PLANS

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, Chapter 17.72 of the Louisville Municipal Code ("LMC") sets forth standards for the Planned Community Zone District, which include approval of general development plans with supplemental development standards for property within the boundaries of the plans; and

WHEREAS, the City desires to amend the standards for the Planning Community Zone District so that yard and bulk requirements may be established through a general development plan that are different from those of the corresponding zone districts, so long as such yard and bulk requirements are consistent with the City's comprehensive development plan or other adopted plan of the City and they further the desired character of the district; and

WHEREAS, after a duly noticed public hearing held May 8, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated May 8, 2025, the Louisville Planning Commission has recommended the City Council adopt the amendments to the LMC set forth in this ordinance;

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held such public hearing.

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

Section 1. Section 17.72.190 of the Louisville Municipal Code is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

Sec. 17.72.190. Yard and bulk requirements.

Yard and bulk requirements under a planned community zone district shall be specified on the general development plan filed for the different areas of the district. Such yard and bulk requirements shall be consistent with the comprehensive development plan or other adopted plan of the city and the desired character of the district. ~~Such~~ If not specified in the general

development plan for an area of the district, the yard and bulk requirements shall be in general conformance with the yard and bulk requirements set forth in chapter 17.12 of this Code~~.~~ based on the most similar zoning district ~~Yard and bulk requirements set forth in the general development plan shall be in general conformance with the zones~~ as set forth below:

Agricultural use—A Zone.
Industrial use — I Zone.
Commercial and office use — C-N, C-B, C-C, O Zones.
Residential use — R-E, R-L, R-M, R-H, SF Zones.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this ___ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF _____, 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): _____

Legal Description:

Lot 1 Block 2 Subdivision Redtail Ridge Filing No. 1

Lot Area: _____ Sq. Ft. or 40 Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☐ Concept Plan
- ☐ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
  - ☐ Amendment
  - ☐ New GDP
- ☐ Planned Unit Development (PUD)
  - ☐ Amendment
  - ☐ Preliminary
  - ☐ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
  - ☐ Amendment
  - ☐ New SRU
- ☐ Subdivision
  - ☐ Final or Replat
  - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☒ Other: Zoning Text Amendment

PROJECT DESCRIPTION:

Development of AdventHealth Louisville
Zoning Text Amendment to Sec. 17.72.190
Regarding GDP Yard and Bulk Standards

Property Owner Information

Name: BRETT SPENST Entity (if applicable) PORTERCARE ADVENTIST HEALTH SYSTEM

Address: 6061 S. WILLOW DRIVE, SUITE 210, GREENWOOD VILLAGE, CO 80112

Phone: _____ Email: BRETT.SPENST@ADVENTHEALTH.COM

Application Representative Information

Name: VALERIE WILKINS Entity (if applicable) ADAMS MANAGEMENT SERVICES

Address: 336 BROAD STREET, SUITE 300, ROMA, GA 30161

Phone: 720-799-3041 Email: VWILKINS@ADAMSPMC.COM

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

Signature*	BRETT SPENST	04/10/2025
	Print Name	Date

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

April 7, 2025

VIA EMAIL

Rob Zuccaro, Community Development Director
City of Louisville
749 Main Street
Louisville, CO 80027

Re: Code of Ordinance Amendment Request
Redtail Development – AdventHealth Louisville

Dear Rob:

Below please find the request to amend Code of Ordinance Title 17 - Zoning, Chapter 17.72 Planned Community Zone District, Section 17.72.190 Yard and Bulk Requirements.

Sec. 17.72.190. Yard and bulk requirements.
Yard and bulk requirements under a planned community zone district shall be specified on the general development plan filed for the different areas of the district. Such yard and bulk requirements shall be consistent with the comprehensive development plan or other adopted plan of the city and the desired character of the district. If not specified in the general development plan for an area of the district, the yard and bulk requirements shall be in general conformance with the yard and bulk requirements set forth in chapter 17.12 of this Code based on the most similar district as set forth below:

Agricultural use—A Zone.
Industrial use — I Zone.
Commercial and office use — C-N, C-B, C-C, O Zones.
Residential use — R-E, R-L, R-M, R-H, SF Zones.

Please advise any additional information is needed. Thank you for your assistance with this matter.

Sincerely,

Brett Spenst
AdventHealth Rocky Mountain Region
President and CEO

ORDINANCE 806

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE BY PROVIDING FOR A NEW ZONING DISTRICT WITHIN THE CITY OF LOUISVILLE CALLED THE PLANNED COMMUNITY ZONE DISTRICT.

WHEREAS, the City Council of the City of Louisville believes that a new zoning district would serve the purposes of the City; and

WHEREAS, the City Council believes that the establishment of a planned community zone district within the City would aid in the orderly planning and growth of the City.

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

Section 1. The following Chapter 17.72 is hereby added to Title 17 of the Louisville Municipal Code:

17.72 Planned Community Zone District

17.72.010 Purpose

The purpose of the planned community zone district is to encourage, preserve and improve the health, safety and general welfare of the people of the City by encouraging the use of contemporary land planning principles and coordinated community design. The planned community zone district is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types; retail and service activities; recreation, schools, public facilities; and other uses of land. This district is designed for use where the area comprising such development project is under single ownership or control at the time of its classification of this district.

17.72.020 Minimum Planned Community Area

(a) The minimum area required for a planned community zone district is one hundred sixty (160) contiguous acres and must be held under single ownership at the time of the application for such zone.

(b) An area of less than one hundred sixty (160) contiguous acres may be added to an existing planned community zone district, provided such land is made a part of the original or existing planned community general development plan prior to its incorporation into such district by way of amendment of the planned community general development plan.

(c) In the computation of the minimum one hundred sixty (160) acres, those areas included in any public right-of-way may be included in such computation to the section line.

17.72.030 Procedure and Applicability

The planned community zone district may be applied only to such land as the city shall determine to be suitable for such a development. Any request to place property in a planned community zone district shall be accompanied by a general development plan for the entire property to be zoned as a planned community district. The form of the which general development plan must be first approved by the director of community development prior to its submission to the planning commission for review and prior to adoption by City Council. Such development plan shall consist of a map or maps, together with supplementary text materials, and an agreement between Developer and City which includes a phasing plan, shall set forth the following:

(1) The proposed use of all lands within the subject property;

(2) The type of character of development and the number of dwelling units per gross acre proposed;

(3) The proposed location of school sites, parks, open spaces, recreation facilities and other public and quasi-public facilities;

(4) The proposed location of all streets shall be coordinated with the adopted general street plan for the City.

17.72.040 Action Before the Planning Commission and City Council

(a) The planning commission shall conduct a public hearing on the proposed zoning request and general development plan under this article, and make recommendation to City Council with respect to the request and plan.

(b) The City Council shall establish a date for a public hearing to consider the zoning application and general development plan which shall take place within sixty (60) days of the planning commission's recommendation. The City Council shall then approve such zoning by ordinance and the general development plan, not grant such zoning or approval of the plan or refer the question back to the planning commission for additional consideration by the Planning Commission.

17.72.050 General Plan and Standards of Development

The planned community general development plan and supplementary development standards, after approval and adoption as provided herein, shall be recorded in the office of the county clerk and recorder of the proper county, and all development within the district shall substantially comply therewith, unless the development plan is amended. The standards and regulation contained in this article, together with any amendments thereto as may be adopted, shall limit and control the issuance and validity of all building and occupancy permits within the planned community zone district.

17.72.060 Amendment

(a) Any adopted planned community general development plan and supplementary development standards may be amended, revised or territory added thereto, pursuant to the same procedure and subject to the same limitations and requirements by which such plan was originally approved.

(b) The director of community development may permit amendments to the planned development community general plan, when such amendments will not effect an increase in the permitted gross density of dwelling units or result in a change in character of the overall development plan. Any such amendment by the director of community development shall have approval by City Council prior to the amendment becoming effective or City Council may direct that such change be made as through (a) of this section.

17.72.070 Planning Area

The terms "planning area", as used herein, shall be defined as an area within the planned community zone district, as

shown on the adopted planned community general development plan. The planning areas are designated as to general land use categories, such as residential, commercial, industrial, agricultural, office, and public uses. Unless otherwise specified by the adopted planned community general development plan, the uses permitted within each planning area and the corresponding development standards shall be as set forth herein.

17.72.080 Residential

(a) Generally. It is the intention of this section to promote the development of balanced residential neighborhoods containing a variety of housing types and related recreational and community facilities.

(b) Uses permitted. The following uses may be permitted within any planning area designated for residential use by the adopted planned community general development plan:

(1) Single-family detached dwellings;

(2) Single-family attached dwellings;

(3) Multiple-family dwellings;

(4) Churches and synagogues;

(5) Public and private schools;

(6) Municipal recreational areas;

(7) Public libraries;

(8) Golf courses and country clubs;

(9) Institutions for higher education;

(10) Clubs and lodges;

(11) Private, noncommercial recreational facilities;

(12) Accessory structures and uses necessary and customarily incidental to the above uses;

(13) Governmental and public facilities;

(14) Family care home.

17.72.090 Commercial and Office

(a) Generally. This section is intended to promote the development and well-planned shopping centers and facilities that provide a variety of shopping, professional, business, cultural and entertainment facilities designed to create an attractive and pleasant shopping atmosphere.

(b) Uses permitted. The following commercial and noncommercial uses may be permitted within any planning area designed "commercial" on the adopted planned community development general plan:

(1) Any retail trade or service business;

(2) Professional, business and administrative offices;

(3) Motels and hotels;

(4) Cultural facilities, such as museums, theaters, art galleries and churches;

(5) Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features;

(6) Outdoor specialty uses, including sidewalk cafes and outdoor market places to provide unique congregating places for sales and shopper interes;

(7) Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as intergral parts of a center;

(8) Restaurants, both indoor and drive-in types, food-to-go facilities, sidewalk cafes;

(9) Hospitals and medical clinics;

(10) Transportation terminals, parking lots and parking buildings;

(11) Animal hospitals and clinics;

(12) Automobile service stations, subject to prescribed performance and development standards;

(13) Nursing and rest homes;

(14) Small and large child care centers;

(15) Financial offices, including banks and savings and loans;

(16) Accessory structures and uses necessary and customarily incidental to the above uses;

(17) Governmental and public facilites.

17.72.100 Industrial

(a) Uses permitted. The following industrial and nonindustrial uses may be permitted within any planning area designated "industrial" on the adopted planned community development general plan:

(1) All those uses permitted in the I - industrial zone of the City;

(2) Automobile service stations, subject to prescribed performance and development standards;

(3) Other uses as established by City Council for industrial planning areas;

(4) Governmental and public facilities.

17.72.110 Agriculture Areas

Within the planned community zone district, the continued use of the land for agricultural purposes and other uses similar in character and all necessary structures and appurtenances shall be permitted. These areas are subject to further planning consideration as development progresses. Until such time, these planning areas shall be reserved primarily for agricultural pursuits, particularly for crops and cattle raising.

17.72.120 Open Area

Open space areas are intended to be preserved in a non-developed manner. Permitted uses shall include agricultural and open areas with no structures being allowed to be constructed except those which are necessary for the agriculture uses. No commercial activity shall be allowed in the area.

17.72.130 Automobile Service Station Standards

The following performance and development standards shall apply to all permitted automobile service station uses within a planned community zone district.

(1) Uses permitted: An automobile service station shall be a retail place of business engaged in the sale of motor fuels and in supplying goods and services generally required in the operation and maintenance of automotive vehicles and the fulfilling of motorists' needs. Major automotive repairs, painting, body and fender work are prohibited.

(2) Building line regulations: Building setback line for all structures shall be twenty (20) feet from the ultimate street right-of-way line, except canopy roofs over pump islands and lighting fixtures may be cantilevered to within five (5) feet of the ultimate street right-of-way line.

(3) Exterior displays and trash and storage: No displays or storage of merchandise, automobiles, parts or refuse shall be located closer than twenty (20) feet from the ultimate street right-of-way line, and all trash and refuse shall be stored in a building or within an area enclosed by a wall at least six (6) feet high.

(4) Lighting: All lighting shall be designed and located so as to confine direct rays to the premises.

(5) Outside activity: All activities, other than the sale of motor fuels and the normal services incidental thereto, are prohibited outside of the main building.

(6) Screening: A masonry wall shall be installed and maintained along property lines where the premises abut a residential area. Such wall shall have a total height of not less than six (6) feet, except within twenty (20) feet of any ultimate street right-of-way line, where the height shall be not less than three (3) feet nor more than three and one-half (3 1/2) feet.

(7) Landscaping:

(a) Boundary landscaping is required for a minimum depth of five (5) feet along all property lines abutting streets, except for the area required for street openings.

(b) Any landscaped area shall be separated from an adjacent vehicular area by a wall or curb at least six (6) inches higher than the adjacent vehicular area.

(c) Permanent watering facilities shall be provided for all landscaped areas.

(d) Required landscaping shall be maintained in a neat, clean and healthy condition. This shall include proper pruning, mowing of lawns, weeding, removal of litter, fertilizing, replacement of plants, when necessary, and the regular watering of all plantings.

17.72.140 Boundaries and Dimensions

Planning area boundaries shall not be construed as precise boundaries; provided, that all development subject to a particular planning area substantially conforms to such planning area boundaries, as shown on the planned community development general plan. Unless otherwise indicated on the planned community development general plan, planning area dimensions shall be determined by scale, measured from centerlines of street.

17.72.150 Development of Plan

The construction and development of every planned community general plan shall be commenced within a time mutually agreed upon. All development within the district shall occur in accordance with the provision of Title 16 and Title 17 of the Louisville Municipal Code.

17.72.160 Effect of Registered and Recorded Plans

All final plans registered and recorded or filed hereinder shall be binding upon the applicants therefor, their

successors and assigns, shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures included within such plans to all conditions, and limitations set forth in such plans.

17.72.170 Amendment of Approved Plans

Amendment of plans previously approved shall be pursuant to the same procedure and subject to the same limitations and requirements by which such plans were originally approved.

17.72.180 Filing Fees

(1) Application for planned community zoned district is $10.00 per acre.

(2) Application for amendment to development plan is $500.00.

17.72.190 Yard and Bulk Requirements

Yard and bulk requirements under a planned community zoned district shall be specified on the general development plan filed for different areas of the district. Said yard and bulk requirements shall be in general conformance with the yard and bulk requirements set forth in Section 17.12.040 of the Louisville Municipal Code. Yard and bulk requirements set forth in the general development plan shall be in general conformance with the zones as set forth below:

Agricultural use - A zone

Industrial use - I zone

Commercial and Office use - C-N, C-B, C-C, O zones

Residential use - R-E, R-L, R-M, R-H zones

INTRODUCED, READ AND ORDERED PUBLISHED this 19th day of July, 1983.

Norbert A. Mevis
Mayor

ATTEST:

Cleo M. Murdock
City Clerk

ADOPTED AND APPROVED on second and final reading this 16th day of August, 1983.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 806

AN ORDINANCE AMENDING TITLE 17
OF THE LOUISVILLE MUNICIPAL CODE
BY PROVIDING FOR A NEW ZONING
DISTRICT WITHIN THE CITY OF
LOUISVILLE CALLED THE PLANNED
COMMUNITY ZONE DISTRICT.

The following amendments were passed and adopted with respect to Ordinance No. 806 on second and final reading:

17.72.030 Procedure and Applicability

Such development plans shall consist of a map or maps, together with supplementary text materials, and an agreement between developer and City which includes a phasing plan, and such development plan shall set forth the following:

17.72.060 Amendment

(b) Any such amendment by the director of community development shall have approval by City Council prior to the amendment becoming effective or City Council may direct such change be made through paragraph (a) of this section.

17.72.080 Residential

(b) 5. Public and Private Schools

17.72.120 Open Area

Open areas are intended to be preserved in a non developed manner. Permitted uses may include crop raising and animal husbandry and open areas with no structures being allowed to be constructed except those which are necessary for the crop raising and animal husbandry uses. No other commercial activities shall be allowed in the area.

ADOPTED AND APPROVED on second and final reading this 16th day of August, 1983.

Norbert A. Meier
Mayor

ATTEST:

Cleo M. Mudrock
City Clerk

The determination of the accessory use for STC would be given by the Variance Board should this situation arise; but solely as an added benefit for its employees.

Chief Building Inspector Steve Ferris - Licensing

Advised a use for a Day Care Center or any of the child care operations must have the approval of the State, then it is the City's responsibility to see that all the Codes are met, i.e. proper exits, etc.

Beth Avore, Fantasyland

Stated everyone having a child care center including STC would have to obtain a license from the State Department of Social Services.

Vote on Motion

Question called for on the amendment to Ordinance #804 to allow a Special Review Use in the Office Zone. All in favor. Motion carried unanimously.

Councilman Leary

Commented that a Neighborhood Child Care Center was for 1-12 children, anything over 12 would be considered a full Day Care Center i.e. LaPetite - wished to verify this. Attorney Rautenstraus advised this was so.

Mayor Meier closed the public hearing.

ADOPTION OF ORDINANCE #804 AS AMENDED

Councilman Fauson moved, Councilman Leary seconded that Ordinance #804 - Child Care Zoning be adopted as amended. Roll call vote:

Leary	Yes
Morris	Yes
Fauson	Yes
Cummings	Yes
Ferrera	Yes
Meier	Yes

Motion carried unanimously.

ORDINANCE #806 - PLANNED COMMUNITY ZONE DISTRICT PUBLIC HEARING

Councilmembers had a copy of the ordinance; Attorney Rautenstraus read it by title only and certified proper publication.

Mayor Meier opened the public hearing. Attorney Rautenstraus certified proper publication of the public hearing notices. He also advised that after the study session held by council the following changes were made to the ordinance - adding a section which required an agreement between the developer and the City, which included a phasing plan.

Amendments to the development plan which did not effect an increase in the density or would result in a character change of the development - would be reveiwed by the Director of Community Development but would not become effective until City Council had reviewed the plan and determined if they wished to make a change through a total zoning change as required through the original adoption of the zoning plan. Was also amended to allow for private schools when the use is permitted in residential areas. Also, a new type of use was added known as a lease - open space use. Generally would allow agricultural use but not structures.

Mayor Meier continued the public hearing and asked if there was anyone in favor of the ordinance - none. Anyone in opposition of the ordinance - none. Any public questions - none. Staff comments - Director Rupp stated they would recommend Council adopt the ordinance. Council comments or questions.

Councilman Leary

Wished clarification of the agricultural - open space use. Rautenstraus advised this would be that no commercial activity would be allowed. Suggested perhaps agricultural be changed to crop farming and animal husbandry pursuits.

Amendment to Ordinance #806

Councilman Leary moved, Councilwoman Morris seconded that an amendment be added to Ordinance #806 to change agricultural or open space to crop farming and animal husbandry use.

Councilman Ferrera

Wished to verify that this was not being designated - Open Space Zone. Rautenstraus advised that it was not, but rather that it was naming uses permitted in open space.

Mayor Meier

Remarked would then a golf course be considered and open space use, or would this ordinance preclude that use? Rautenstraus did not feel this use would be precluded, rather referred to drainage swales, or areas within a general development plan that were always going to be farms. Meier suggested that these be clearly defined in the ordinance, i.e. drainage swales, 100 year flood plain, 1500' buffer along Highway 36, etc. since it applies primarily to the Homart development.

Councilman Ferrera

Wished to verify - when a developer dedicates 12% of the property to the City as open space, does this mean that a park could not be built on the open space land, or perhaps construct a swimming pool. Rautenstraus advised that it did not, the open space term did not apply to property dedicated to the City or recreation uses, but would simply be an area that would always be set up for no development. Ferrera suggested the wording be changed to state undeveloped areas rather than open space.

Director Rupp

Stated he had a problem with this as he felt the intent of the zone is try to forecast what those uses are going to be in the future. Because their plans may be 5,10,15, or 20 years in the future. When the City is attempting to develop plans from the standpoint of open space, arterials, utitilies, etc. if there is a large area of 160 acres just as undeveloped, it is going to be very difficult to rationalize that in the future whether it is an acceptable use or not. He felt that in the general development plan there may be planning areas within that plan that would be just left for open areas; not to be developed at all and they should be so stated.

Councilman Leary

Asked how parks and golf courses are presented on the development plan? Rupp stated they would be within a planning area that might identify residential as the principle use or they may show 20 acres of public land dedication for public park, public school, fire station, etc. It could come in with residential, commercial or industrial zoning.

Addition to the Amendment of Ordinance #806

Councilman Leary moved, Councilwoman Morris seconded that the following be added to his original motion the wording "Open Space" under section 17.72.120 be changed to read "Open Areas"; also the word shall be changed to may include agricultural, etc. Discussion by council relative to number of acres for animal husbandry in respect to adjoining residential zones-to be dealt with in the agreement.

Vote on the Amendment

Question called for. All in favor. Motion carried unanimously.

Mayor Meier closed the public hearing on Ordinance #806.

ADOPTION

Councilman Cummings moved, Councilman Ferrera seconded that Ordinance #806 - Planned Community Zone District be adopted as amended. Roll call vote:

Morris	Yes
Cummings	Yes
Fauson	Yes
Meier	Yes
Leary	Yes
Ferrera	Yes

Motion carried unanimously.

RESOLUTION #27 - LA PETITE FINAL PLAT & P.U.D. & SPECIAL REVIEW USE

Councilmembers had a copy of the resolution; Attorney Rautenstraus read it in its entirety. Councilmembers were also provided with information from Director Rupp and recommendation of Planning Commission for approval. La Petite provided Council with copies of their Child Care Survey in Boulder County.

ADOPTION

Councilman Leary moved, Mayor Meier seconded that Resolution #27 - La Petite Final Plat and P.U.D. and Special Review Use be adopted.

Director Rupp

Advised he had added to the report those items that dealt with the Special Review Use, taken from the Code, i.e. location of the site, access, the intensity of use, environmental qualities and the department had no particular objection to the proposal.

Dennis Rosengarten, Applicant

Mr. Rosengarten stated that if Council had any questions he invited to the meeting, Ray Shelton one of the owners of the property, Frances Rock, the Colorado Director, and Ben LaFrance, National Director of Operations. He stated at the last Council meeting he attended several questions were brought up regarding traffic, safety, and the aspect of need as stated.

Councilwoman Morris

Commented that she felt the information provided did cover the questions of traffic impact and safety; however wished to know how the need was determined, i.e. 50, 100, or 200 children.

Frances Rock

Stated she was pleased with Council's concerns relative to the quality of the City. La Petite shared the concern of quality for their center. In regard to need, felt that choice was very important also. Since both parents work now

Rob Zuccaro

Subject: FW: Please reject Portercare Adventist Health Systems's application to amend Louisville Municipal Code Section 17.72.190

From: tamar krantz <tamarkrantz@gmail.com>
Sent: Saturday, May 3, 2025 1:23 PM
To: Planning <planning@Louisvilleco.gov>
Cc: Steve Brauneis <stevebrauneis@hotmail.com>
Subject: Please reject Portercare Adventist Health Systems's application to amend Louisville Municipal Code Section 17.72.190

Dear Planning Commissioners,

Please reject Portercare Adventist Health Systems's application to amend Louisville Municipal Code Section 17.72.190. If the applicant is seeking lot coverage and setbacks for their properties within the Avista GDP and the RTR (conocophillips) GDP, they should submit a PUD with their desired changes. Since this change is not associated with a PUD, it is not clear what their intentions are.

In your meeting packet, staff present this code change as a part of the anticipated development code rewrite that will come after the comprehensive plan. This should not be initiated with a quasi-judicial application. The packet includes the work plan item that allows for city council discussion and direction on targeted code amendments. Has there been any discussion and direction regarding yard and bulk requirements for GDPs? Residents should have the opportunity to discuss this with commissioners and their city council representatives.

If the applicant's intention is indeed to change the lot coverage and setback requirements for their properties, this packet doesn't include enough particulars. For example, Table 1, GDP Yard and Bulk Comparison gives a general indication of how this may affect the Conocophillips GDP. The GDP requires a 50 foot setback for buildings over 30,000 square feet. It seems to me that this code change would reduce that to 20 to 25. It would be useful to understand how this compares to existing setbacks for large commercial buildings so that commissioners can visualize this change.

Please address these code changes outside of the context of Avista's application. You should have the opportunity to analyze the impact of this change to all GDPs, not just a sampling. You should also have a complete analysis of the changes and impacts for all existing GDPs. Finally, I believe that there could be a more straightforward way to re-write this code for future GDPs– if any are anticipated.

Thanks for considering this.

Tamar Krantz
Louisville

==CAUTION: EXTERNAL EMAIL==

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RESOLUTION NO. 7
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE SECTION 17.72.190 REGARDING YARD AND BULK REQUIREMENTS FOR GENERAL DEVELOPMENT PLANS

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Planning Commission finds that the current standards in Louisville Municipal Code Sec. 17.72.190 are not consistent with the purpose of the Planned Community Zone District (PCZD) and associated General Development Plans (GDPs) to promote contemporary land planning principles and coordinated community design; and

WHEREAS, the Planning Commission desires to provide more flexibility as part of the GDP approval process to establish yard and bulk standards that are consistent with the City's Comprehensive Plan and the City's desired character for PCZD districts; and

WHEREAS, the Planning Commission has considered the proposal at a duly noticed public hearing on May 8, 2025, where evidence and testimony were entered into the record.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Title 17 of the Louisville Municipal Code to regarding yard and bulk requirements for GDPs.

PASSED AND ADOPTED this 8th day of May, 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Cullen Choi, Secretary
Planning Commission

City Council Review

June 3, 2025

1st Reading and Set Public Hearing

ORDINANCE 1896, SERIES 2025
AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE SECTION 17.72.190 REGARDING YARD AND BULK REQUIREMENTS FOR GENERAL DEVELOPMENT PLANS

Presented by: Rob Zuccaro, Community Development Director

City of Louisville

Proposal

- Request by Portercare Adventist Health Systems (owner of two properties zoned PCZD)
- Allow Planned Community Zoned District (PCZD) properties to establish custom yard and bulk standards (height, setbacks, lot coverage) standards on General Development Plans
- Current regulations restrict GDP yard and bulk standards to be in "general conformance" with comparable zone districts

City of Louisville

Proposal

Sec. 17.72.190. Yard and bulk requirements.

Yard and bulk requirements under a planned community zone district shall be specified on the general development plan filed for the different areas of the district. Such yard and bulk requirements shall be consistent with the comprehensive development plan or other adopted plan of the city and the desired character of the district. ~~Such~~ If not specified in the general development plan for an area of the district, the yard and bulk requirements shall be in general conformance with the yard and bulk requirements set forth in chapter 17.12 of this Code. based on the most similar zoning district ~~Yard and bulk requirements set forth in the general development plan shall be in general conformance with the zones~~ as set forth below:

Agricultural use—A Zone.
Industrial use — I Zone.
Commercial and office use — C-N, C-B, C-C, O Zones.
Residential use — R-E, R-L, R-M, R-H, SF Zones.

City of Louisville

PCZD Zoning Background

- Code adopted in 1983
- Set standards for PCZD and GDPs
- Yard and bulk "General Conformance" standard not defined and inconsistently applied
- Relies on Planned Unit Development (PUD) waiver process to vary yard and bulk

City of Louisville

Analysis

- Purpose of PCZD is to encourage "the use of contemporary land planning principles and coordinated community design."
- GDPs are to establish: "*The type or character of development…*"
- Yard and bulk standards required to be provided on GDPs as part of defining type and character of development
- "General conformance" standard could be seen as in conflict with purpose of PCZD and GDPs

City of Louisville

Analysis

- Code amendment allows the City to adopt more comprehensive development standards on a GDP to establish the intended character of the district.
  - ✓ Planning Commission and Council do not need to adopt yard and bulk standards inconsistent with the comparable zoning unless applicant provides adequate design standards on the GDP
  - ✓ Planning Commission and Council will also have design review at the PUD stage of the process
- Provides a more predictable process for property owners to plan developments

City of Louisville

City Council Work Plan

- Near-term, targeted, priority development code updates to improve the City's development review process and create a more business friendly approach to development review.

2025 Comprehensive Plan Implementation - **Targeted Development Code Amendments**	Identify near term, targeted, priority development code updates to implement the 2025 Comprehensive Plan that should occur prior to the development code rewrite project that is planned to begin in early 2026. Such code changes include but are not limited to parts of Title 16 (Subdivisions) and Title 17 (Zoning).	Potential council actions include discussion and direction, if needed, as well as adoption of targeted code amendments.

City of Louisville

Staff Recommendation

Staff recommends approval on first reading and setting the public hearing.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

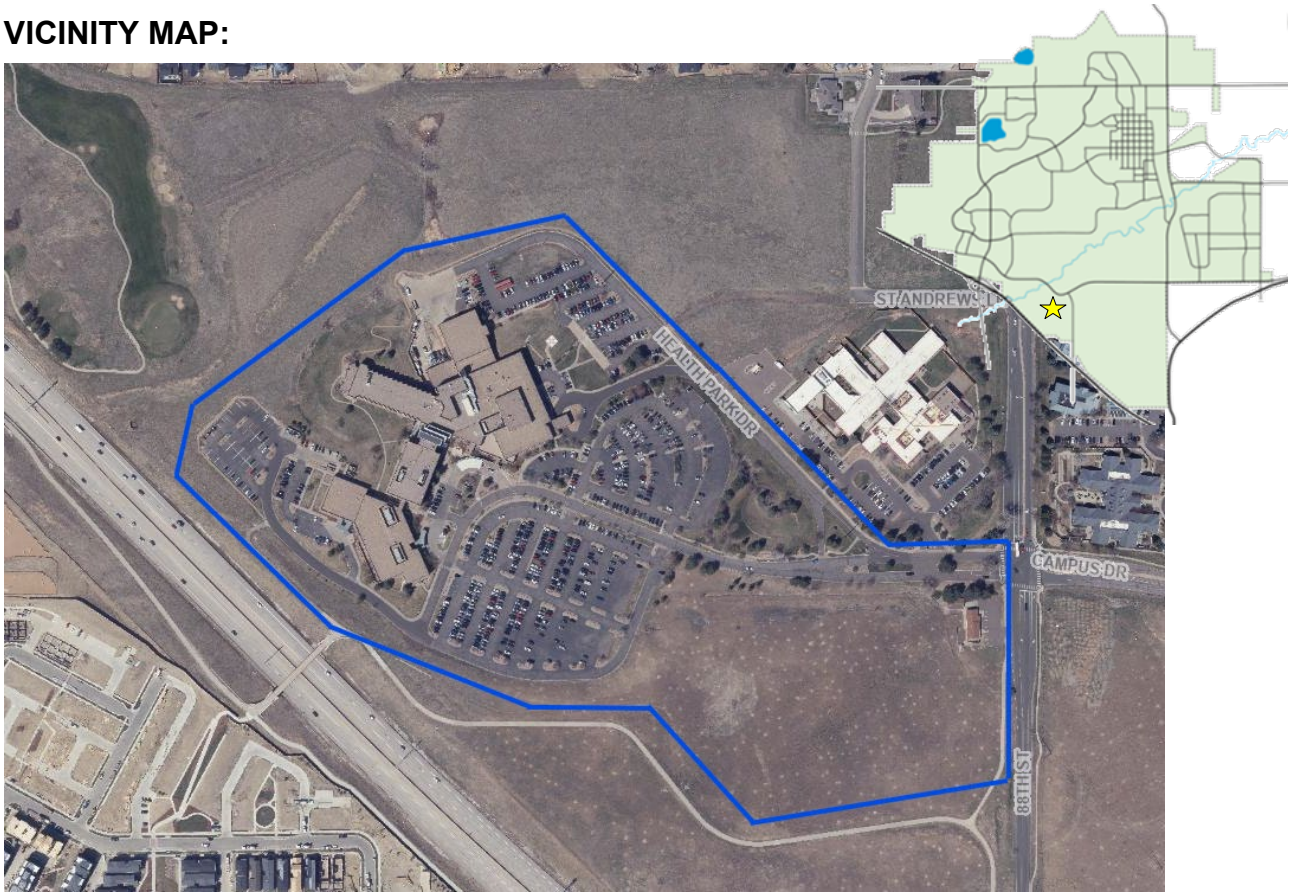
SUBJECT: **RESOLUTION NO. 37, SERIES 2025 – A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO REPLACE EXISTING FREESTANDING SIGNS AND ADD A NEW WALL SIGN ON THE AVISTA ADVENTIST HOSPITAL CAMPUS**

DATE: **JUNE 3, 2025**

PREPARED BY: **EMILY CLINE-GIBSON, PLANNER II**

PRESENTED BY: **EMILY CLINE-GIBSON, PLANNER II**

VICINITY MAP:

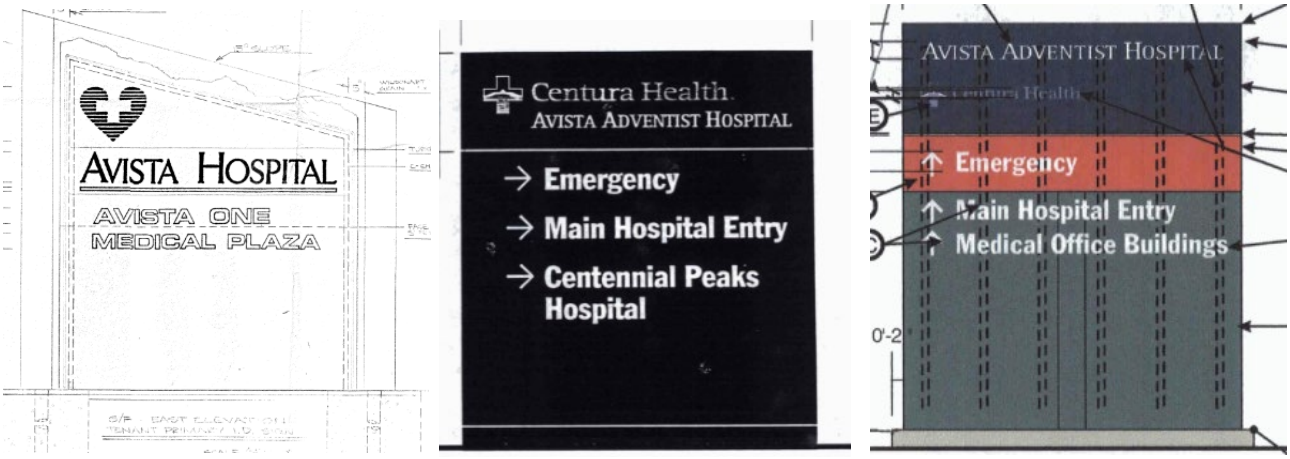


SUMMARY:
The applicant, Mark Blaser, Boulder Associates Inc., is requesting approval of a Planned Unit Development (PUD) Amendment to allow for an updated sign package on Lots 2-4 of the Advent Health Avista Hospital property. The proposed sign package includes the replacement of nine existing freestanding signs, the removal of one freestanding sign, the relocation of one freestanding sign, and the addition of one wall sign. Four wall signs are proposed to remain unchanged. The applicant is also requesting five waivers for the signage.

BACKGROUND / PRIOR DISCUSSIONS:
The property is zoned Planned Community Zone District - Commercial (PCZD-C) and is subject to the Avista Adventist Hospital General Development Plan (GDP), which was approved by City Council in 2002. Signage is evaluated against the City of Louisville Sign Code ("Sign Code") and all other site design elements are subject to the Commercial Development Design Standards and Guidelines (CDDSG).

The following summarizes development and sign approvals for the property:

- The Centennial Park Hospital PUD was approved by City Council in 1989 and established the development patterns for Lot 2 of the subject property.
- A Master Sign Plan was established for the property in 1990 through the PUD process. The plan consisted of thirteen total freestanding and wall signs, including a freestanding sign facing US Highway 36 ("US 36") that was approved for installation on City property.
- The Avista Adventist Hospital (Formerly Centennial Health Park) PUD was approved by City Council in 1998 and established development patterns for Lots 3-4 of the subject property.
- A new sign package was administratively approved as a PUD Amendment in late 1997.
- The current signage located on the subject property was approved in 2002 as a sign reface permit set. Most signage has not moved from their originally approved locations.

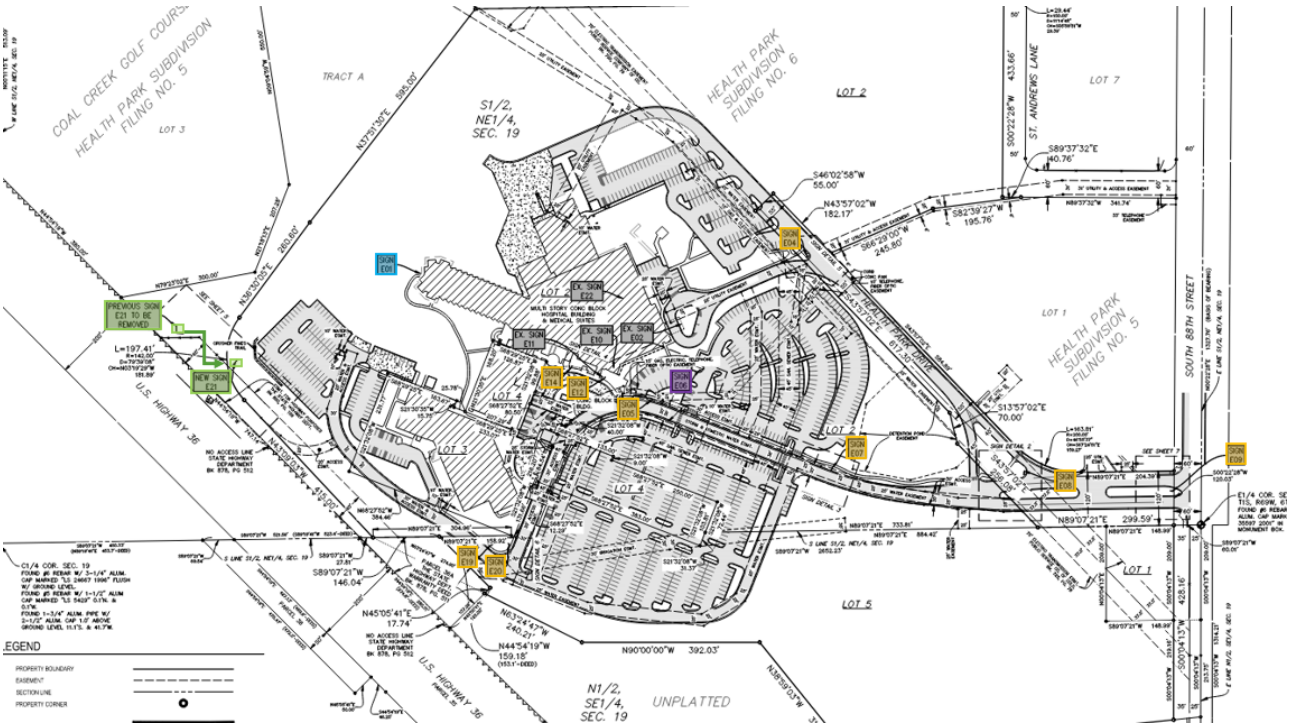


Renderings from the 1990 Master Sign Plan (left), the 1997 administrative PUD Amendment (middle), and the 2002 approved permit set (right).

City Council approved Ordinance No. 715, Series 1981, which established sign regulations for the City of Louisville. Notable amendments to the sign regulations include minor changes in 1992-1994 and a major code amendment in 2006. In 2019, the City of Louisville repealed all previous sign regulations and City Council adopted a city-wide Sign

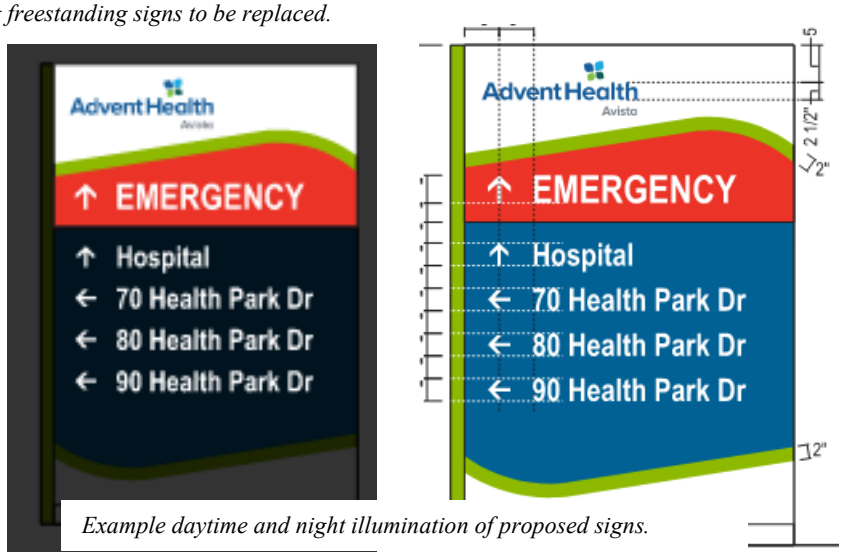
Code through Ordinance No. 1779, Series 2019. All new sign proposals must comply with the 2019 adopted Sign Code.

DEVELOPMENT PROPOSAL:
The applicant is proposing to install one new wall sign, replace nine freestanding signs with new signs of similar size, and relocate one freestanding sign that is currently located on City property. Four existing wall signs are proposed to remain unchanged.



Site plan of the subject property. The green boxes represent the sign on City property facing US 36 to be relocated,, the blue box shows the location of new wall sign, the purple box shows the existing freestanding sign that will be removed and not replaced, and all orange boxes show existing freestanding signs to be replaced.

The nine directional freestanding signs are intended to improve wayfinding for the Advent Health Avista Hospital campus and are proposed to be in similar size and location as the existing signs. One directional sign, labeled as E06, is proposed to be removed from the parking lot area and not replaced.



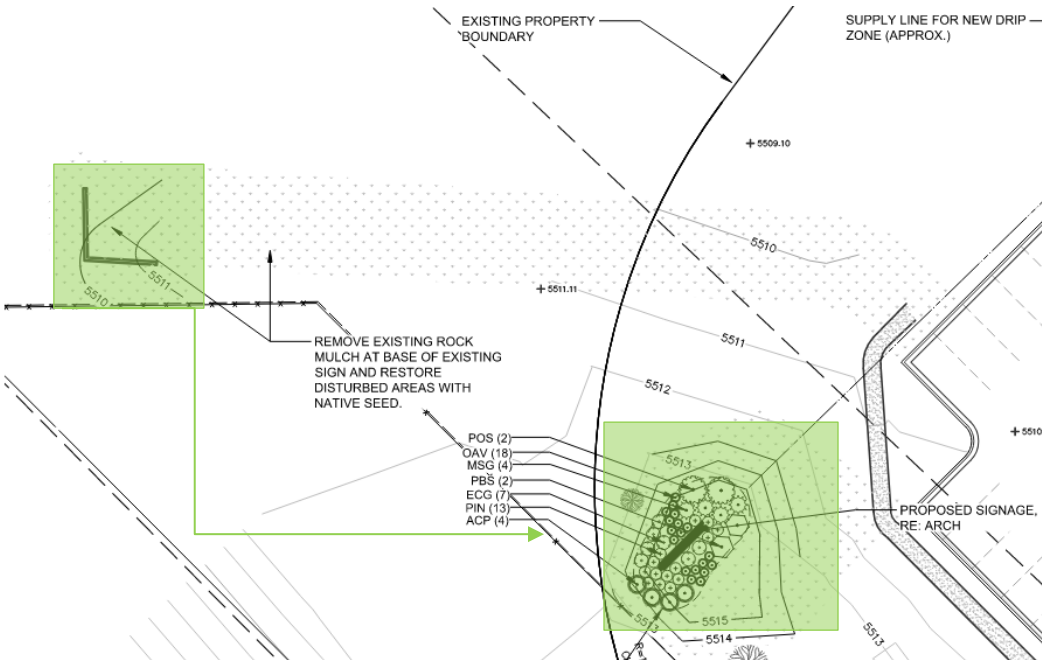
Example daytime and night illumination of proposed signs.

The following table compares the size of the proposed and existing freestanding signs:

Table 1. Proposed and Existing Sign Sizes

Sign Number	Existing Height (feet)	Proposed Height (feet)	Existing Area (square feet)	Proposed Area (square feet)
E04	4.1	4	20.6	16.5
E05	4.1	4	12.4	16.5
E07	5.7	6	27.5	24.8
E08	10	12	80	63.4
E09	14	12	112.3	63.4
E12	4.1	4	20.6	21.9
E14	4.1	4	20.6	16.5
E19	4.1	4	12.4	16.5
E20	4.1	4	12.4	16.5
E21	10.5	10	158	139.2

One existing freestanding sign faces US 36 and is located on City property. This sign, labeled as E21, is proposed to be removed and a new sign will be placed within the subject property boundaries. The proposed sign will still be visible from US 36 at its new location. Rock and mulch landscaping that is currently located at the base of the existing sign will be removed and a native seed mix will be planted in the disturbed area. The new sign location will include a landscape base with a mix of shrubs, perennials, and ornamental grass.



Proposed relocation of existing freestanding sign.

Additionally, a new wall sign is proposed on the patient wing and will face northwest towards the Coal Creek Golf Course and Avista Open Space. The proposed sign will be 4.4 feet tall and approximately 131.7 square feet.



Proposed wall sign.

ANALYSIS:

Section 2.3 of the Sign Code states that any increase in the maximum number of signs for a property shall follow the PUD approval process. In addition, the applicant is requesting five Sign Code waivers to maintain uniformity with the previously approved Master Sign Plan. Staff analysis includes a review of the Sign Code followed by the waiver criteria.

<u>Freestanding Signs</u>

Directional signs are exempt from permit requirements if they do not exceed five square feet, as outlined in Section 2.2. of the Sign Code. Since all proposed directional signs are larger than five square feet, they must be considered freestanding signs. Signs E8 and E9 are located at primary frontages and are primary signs. The remaining freestanding signs are secondary signs.

Aside from the requested waivers, which include relief from the maximum allowed number of freestanding signs and deviation from base and border requirements, all proposed signs meet the commercial criteria for freestanding signs.

4.10.b FREESTANDING SIGNS in COMMERCIAL AREAS, cont.

Standard	Commercial Single Tenant Site	Commercial Multi-Tenant Site*	Office Single Tenant Site	Office Multi-Tenant Site
Permitted	Yes	Yes	Yes	Yes
Permit Req'd	Yes	Yes	Yes	Yes
Max. Number	1 per primary frontage, 1 per secondary frontage, not to exceed 2 signs	1 per primary frontage, 1 per secondary frontage, not to exceed 4 signs	1 per primary frontage, 1 per secondary frontage, not to exceed 2 signs	1 per primary frontage, 1 per secondary frontage, not to exceed 3 signs
Max. Area, Primary	48 sf	60 sf - less than 60,000 sf of floor area 96 sf - more than 60,000 sf of floor area	40 sf	48 sf - less than 60,000 sf of floor area 60 sf - more than 60,000 sf of floor area
Max. Area, Secondary	24 sf	32 sf	16 sf	24 sf
Max. Height, Primary	8 ft	12 ft	6 ft	8 ft
Max. Height, Secondary	5 ft	6 ft	5 ft	6 ft
Illumination	Externally, internally or halo lit	Externally, internally or halo lit	Externally, internally or halo lit	Externally, internally or halo lit
Min. Setback	10 ft	10 ft	10 ft	10 ft

Freestanding sign requirements from the Sign Code.

Wall Sign

Section 4.11.b of the Sign Code outlines criteria for wall signs in commercial areas. Included in this section is an allowance for properties adjacent to US 36 to have additional wall signs beyond the maximum number permitted. The additional wall signs may be up to 50% larger in area and up to 100% taller than the maximum permitted.

One waiver request seeks to apply the size allowances granted to signs facing US 36 to the proposed wall sign. Although the sign will not directly face US 36, it may be visible from the highway at a distance. The proposed sign exceeds the standard height and area limits established by the Sign Code but would conform to the maximum allowances permitted for signage oriented towards US 36.

Relocated Sign

The relocated sign, labeled as E21, is proposed to be set back approximately 12 feet from the property line. A 446-square-foot landscaped area will be installed at the sign base, satisfying the criteria in Section 4.10.b. of the Sign Code which requires a minimum of three square feet of landscaping for every one square foot of sign area. The freestanding sign is proposed to be 10 feet tall and 139.2 square feet. Oriented towards US 36, the sign meets the size and height allowances applicable to signs visible from the highway.

Sign Waiver Compliance

Section 17.28.110 of the Louisville Municipal Code sets forth the PUD waiver process and criteria. The application includes the following waiver requests:

1. Allow the quantity of freestanding signs to exceed the number permitted in Section 4.10.b.
2. Waive the architectural base and border from the proposed freestanding signs, as required in Section 4.10.b.
3. Waive the landscaping at the base of freestanding signs, as required in Section 4.10.b.
4. Allow translucent red illuminated background on five freestanding signs, where Section 3.3 does not allow background illumination.
5. Allow the area of the wall sign to exceed the maximum area permitted in Section 4.11.b.

Sign waiver requests shall be reviewed against the criteria provided in Section 2.3 of the Sign Code. Staff analysis of the sign waiver request is provided below:

a. The proposed sign(s) shall encourage excellence in design, exhibit improved creativity, promote community aesthetics, and be appropriate with the character of the area.

   The proposed freestanding signs provide clear wayfinding throughout the hospital campus. The number of freestanding signs, design, and size align closely with what has previously been approved for the property. The proposed wall sign aligns with the proposed sign package in design and placement. **Staff find the proposal meets this criterion.**

b. The proposed sign(s) shall be compatible with the color, materials, and design of the on-site building(s).

   The proposed signs are compatible in design, color, and materials, and align with the design of the Advent Health Avista logo. The proposed signs provide complimentary design to the hospital buildings. **Staff finds the proposal meets this criterion.**

c. The proposed signs(s) shall be scaled and located in a manner that is compatible with the scale of the lot and the massing of the building(s), with consideration of legibility of copy area.

   The proposed freestanding signs are scaled in a similar manner to the existing freestanding signs which received previous approvals. The subject property is approximately 15.5 acres in size, and the number of proposed signs is distributed adequately compared to the lot size. The proposed wall sign is scaled adequately against the building façade. **Staff find the proposal meets this criterion**.

d. The proposed sign(s) are otherwise in conformance with the regulations of this chapter and applicable design guidelines respecting the size, height, location, design, and appearance of the sign(s) involved.

The proposed signs align with all relevant design standards and are aligned with previous sign amendments for the hospital campus. **Staff find the proposal meets this criterion.**

2025 COUNCIL WORK PLAN:
This item supports the City Council's priority of Economic Vitality.

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

ALTERNATIVE(S):
The City Council may approve, approve with conditions, or deny the application based on compliance with the relevant review criteria, including waiver criteria.

PLANNING COMMISSION RECOMMENDATION:
On May 8, 2025, the Planning Commission adopted Resolution 7, Series 2025, recommending approval of a Planned Unit Development Amendment to replace existing freestanding signs and add a new wall sign on the hospital campus. The Planning Commission resolution is attached.

RECOMMENDATION:
Staff recommend approval of Resolution 37, Series 2025, approving a request for a Planned Unit Development (PUD) Amendment to replace existing freestanding signs and add a new wall sign on the hospital campus.

ATTACHMENT(S):
1. Resolution 37, Series 2025
2. Application materials
3. Planning Commission Resolution 7, Series 2025

RESOLUTION NO. 37
SERIES 2025

A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO REPLACE EXISTING FREESTANDING SIGNS AND ADD A NEW WALL SIGN ON THE AVISTA ADVENTIST HOSPITAL CAMPUS

WHEREAS, there has been submitted to the Louisville City Council an application for a Planned Unit Development Amendment ("PUD Amendment") to allow the installation of freestanding and wall signs at 100 Health Park Drive; Lot 2, Health Park Subdivision Filing 6; and

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

WHEREAS, the Planning Commission considered the application at a duly noticed public hearing on May 8, 2025, at which hearing evidence and testimony were entered into the record and the Planning Commission voted unanimously in favor of recommending approval; and

WHEREAS, the City Council considered the application at a duly noticed public hearing on June 3, 2025, at which hearing evidence and testimony were entered into the record, including the findings in the Louisville City Council staff report dated June 3, 2025; and

WHEREAS, the City Council finds the application should be approved, as set forth herein.

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

Section 1. The City Council of the City of Louisville, Colorado does hereby approve the application for an amendment to the Avista Adventist Hospital Planned Unit Development Amendment.

PASSED AND ADOPTED this 3rd day of June 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

City of Louisville
COLORADO • SINCE 1878

Community Development Department

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): 70, 80, 90, 100 Health Park Drive
Legal Description:
Lot 2, 3, and 4 Block _____ Subdivision Avista Adventist Hospital
Lot Area: _____ Sq. Ft. or 36.111 Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☐ Concept Plan
- ☐ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
  - ☐ Amendment
  - ☐ New GDP
- ■ Planned Unit Development (PUD)
  - ■ Amendment
  - ☐ Preliminary
  - ☐ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
  - ☐ Amendment
  - ☐ New SRU
- ☐ Subdivision
  - ☐ Final or Replat
  - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☐ Other: _____

PROJECT DESCRIPTION:

This amendment to the approved PUD is to replace the existing freestanding signs with new Advent Health signage. The purpose of these signs is to direct visitors and patients to the various hospital department entrances on Lot 2 and Medical Office Buildings on Lots 3 and 4. These are existing signs that have been located for clear, concise direction, especially to the Emergency entrance. There are eleven existing freestanding signs currently installed. This is more than is allowed for commercial multi-tenant sites per current signage code. This amendment is to request waivers to replace the existing freestanding signs with new signs of similar type and size that have a unified appearance. Also the existing U.S. 36 sign will be removed and a new freestanding sign will be added within the Lot 2 property lines.

Property Owner Information

Name: Brett Spenst Entity (if applicable) AdventHealth Rocky Mountain Region
Address: 6061 S Willow Dr, Suite 210, Greenwood Village, CO 80111
Phone: 720-330-6969 Email: brett.spenst@adventhealth.com

Application Representative Information

Name: Mark Blaser Entity (if applicable) Boulder Associates, Inc.
Address: 1426 Pearl Street, Suite 300, Boulder CO 80302
Phone: 720.304.4167 Email: mblaser@boulderassociates.com

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

Signature*	Brett Spenst	06/19/2024
	Print Name	Date

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

June 14, 2024

BOULDER ASSOCIATES

Narrative: PUD Amendment for AdventHealth Avista Hospital Signage

AdventHealth Avista Hospital is updating the signage on their campus with their updated name and branding. Many of the existing signs on the hospital campus are nonconforming with the current sign code requirements. This PUD amendment is to request waivers for the number of freestanding signs permitted and design of the replacement signs. The waiver requests are noted on the cover sheet.

The existing freestanding signs provide clear wayfinding for patients and visitors from 88th Street and Health Park Drive to the various hospital departments and two medical office buildings on the campus. They are located to provide direction near site entrances and key parts of the internal automobile circulation. The hospital and two medical office buildings are approximately 325,000 square feet of building area. The AdventHealth Avista Hospital campus is around 48 acres.

The number of existing freestanding signs exceeds the quantity permitted per the current signage code. A waiver is requested to replace majority of the existing freestanding signs in their current location with new signs that are the same or slightly smaller in size. One existing freestanding sign is no longer required and will be removed. The existing US 36 freestanding sign is currently not located within the property lines of the hospital and a new freestanding sign will be constructed on Lot 2 of the Health Park Subdivision. The PUD amendment drawings show the existing locations of freestanding signs to be replaced, removed, and the new location for new US 36 freestanding sign location. Revised grading and landscaping around the new US 36 sign are provided. The new proposed signage design is included show the existing and new signage size and design.

1426 Pearl Street, Suite 300, Boulder, Colorado 80302
O: 303.499.7795

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

PUD AMENDMENT FOR ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

LEGEND	
UTILITIES	
CO	SANITARY SEWER CLEANOUT
EB	ELECTRIC BOX
EM	ELECTRIC METER
EVT	ELECTRIC VAULT
FVT	FIBER OPTIC/TELECOM VAULT
FH	FIRE HYDRANT
GL	GROUND LIGHT
GM	GAS METER
IRR	IRRIGATION
LP	LIGHT POLE
SAN	SANITARY, SANITARY SEWER
SMH	SANITARY SEWER MANHOLE
STIN	STORM SEWER INLET
STMH	STORM SEWER MANHOLE
TBX	TELEPHONE/TELECOM BOX
TMH	TELEPHONE MANHOLE
TSP	TRAFFIC SIGNAL POLE
TT	ELECTRIC TRANSMISSION TOWER
TVT	TRAFFIC VAULT
WM	WATER METER
WMH	WATER MANHOLE
WV	WATER VALVE
WVP	WATER VENT PIPE
POSTS	
GDP	GUARD POST
STLP	STEEL POST
MISC.	
AC	ACRES
ALUM	ALUMINUM
ASPH	ASPHALT
BLDG	BUILDING
BK	BOOK
COLO	COLORADO
CONC	CONCRETE
ESMT	EASEMENT
FM	FILM
MKD	MARKED
MTL	METAL
PG	PAGE
PV	PHOTOVOLTAIC PANEL
±	MORE OR LESS
REC	RECEPTION NO.
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
TYP	TYPICAL
SIGNS	
CS	CAUTION SIGN
NPS	NO PARKING SIGN
RS	ROAD SIGN
SLS	SPEED LIMIT SIGN
SS	STOP SIGN
FEATURES	
-x-x-	FENCE
	DITCH OR DRAINAGE
	DIRT OR GRAVEL ROAD
	ASPHALT ROAD
	CONCRETE
	DIRT, GRAVEL
	PROPERTY CORNER
	ACCESS RESTRICTION
4999	CONTOUR
X 99.9	SPOT ELEVATION
UTILITY LINES	
OE	OVERHEAD ELECTRIC LINE
VEGETATION	
6"	DECIDUOUS TREE W/ 6" CALIPER
6"	CONIFER TREE W/ 6" CALIPER
3"	BUSH W/ 3" CALIPER

PROJECT DIRECTORY

PROPERTY OWNER
ADVENTHEALTH ROCKY MOUNTAIN REGION
6061 S WILLOW DR. SUITE 210
GREENWOOD VILLAGE, CO 80111

SURVEYOR / CIVIL ENGINEER
CIVILARTS
1500 KANSAS AVENUE, SUITE 2-E
LONGMONT, CO 80501

ARCHITECT
BOULDER ASSOCIATES, INC.
1426 PEARL ST, STE 300
BOULDER, CO 80302

LANDSCAPE ARCHITECT
AYRES ASSOCIATES, INC.
3665 JOHN F KENNEDY PKWY
BLDG 2, SUITE 100
FORT COLLINS, CO 80525

PROJECT DESCRIPTION

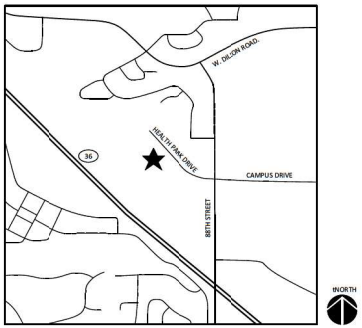
THIS AMENDMENT TO THE APPROVED PJD IS TO REFLACE THE EXISTING FREESTANDING SIGNS WITH NEW ADVENT HEALTH SIGNAGE. THE PURPOSE OF THESE SIGNS IS TO DIRECT VISITORS AND PATIENTS TO THE VARIOUS HOSPITAL DEPARTMENT ENTRANCES ON LOT 2 AND MEDICAL OFFICE BUILDINGS ON LOTS 3 AND 4. THESE ARE EXISTING SIGNS THAT HAVE BEEN LOCATED FOR CLEAR, CONCISE DIRECTION, ESPECIALLY TO THE EMERGENCY ENTRANCE. THERE ARE ELEVEN EXISTINGFREESTANDING SIGNS CURRENTLY INSTALLED. THIS IS MORE THAN IS ALLOWED FOR COMMERCIAL MULTI-TENANT SITES PER CURRENT SIGNAGE CODE. THIS AMENDMENT IS TO REQUEST WAIVERS TO REPLACE NINE OF THE EXISTING FREESTANDING SIGNS WITH NEW SIGNS OF SIMILAR TYPE AND SIZE THAT HAVE A UNIFIED APPEARANCE. ALSO THE EXISTING U.S. 36 SIGN WILL BE REMOVED AND A NEW FREESTANDING SIGN WILL BE ADDED WITHIN THE LOT 2 PROPERTY LINES.

THIS PUD AMENDMENT IS TO REQUEST WAIVERS FOR THE REPLACEMENT OF THE EXISTINGNONCONFORMING FREESTANDING SIGNS. EXISTING FREESTANDING SIGNS ARE PART OF APPROVED 1990 SIGNAGE PLAN AND ADMINISTRATIVE PUD AMENDMENT FOR HOSPITAL SIGNAGE IN 1997.

THERE IS NO CHANGE TO BUILDING, PAVING, PARKING, OR LOT AREAS. THERE IS NO CHANGE TO USE OR ZONING.

EXISTING ZONING: P-C

VICINITY MAP



WAIVER REQUESTS

1. QUANTITY OF FREESTANDING SIGNS – THERE ARE ELEVEN (11) EXISTING FREESTANDING SIGNS ON THE AVISTA HOSPITAL CAMPUS. THESE EXISTING FREESTANDING SIGNS PROVIDE CLEAR WAYFINDING FOR PATIEN" AND VISITORS FROM 88TH STREET ALONG HEALTH PARK DRIVE TO THE HOSPITAL AND TWO MEDICAL OFFICE BUILDINGS ON 3 SEPARATE LOTS. THESE THREE BUILDING ARE ABOUT 325,000 SQUARE FEET OF BUILDING AREA OVER ROUGHLY 48 ACRES. THE LARGE SITE AREA WITH MULTIPLE BUILDINGS AND HOSPITAL DEPARTMENTS REQUIRE ADDITIONAL SIGNS THAN IS PERMITTED PER SIGNAGE CODE SECTION 4.10.B. TO PROVIDE CONSISTANT WAYFINDING. AS PART OF THE SIGNAGE REPLACEMENT, NINE (9) FREESTANDING SIGNS ARE PROPOSED TO BE REPLACED IN THE SAME LOCATION WITH THE SAME SIZE OR A SLIGHTLY SMALLER SIGN. (SIGNS E04, E05, E07, E08, E09, E12, E14, E19, E20) ONE (1) SIGN ALONG US 36 WILL BE REPLACED IN A NEW LOCATION IN LOT 2 (E21), WHICH IS PERMITTED IN ADDITION TO THE PRIMARY AND SECONDARY FRONTAGE PER SIGNAGE CODE SECTION 4.10.B, 7. ONE (:) SIGN WILL BE REMOVED AND NOT REPLACED (E06). A WAIVER IS REQUESTED TO REPLACE NINE (9) EXISTING FREESTANDING SIGNS ON CAMPUS AND MOVE ONE (1) FREESTANDING SIGN ALONG US 36 TO MAINTAIN "HE EXISTING CLEAR WAYFINDING FOR PATIEN"S AND VISITORS.
2. ARCHITECTURAL BASE AND BORDER– THE EXISTING FREESTANDING SIGNS ON THE AVISTA HOSPITAL CAMPUS CURRENTLY DO NOT HAVE ARCHITECTURAL BASES OR BORDRS PER SIGNAGE CODE SECTION 4.10.B,4. AS THESE ARE EXISTING SIGNS THAT ARE BEING REPLACED, A WAIVER IS REQUESTED TO OMIT THE ARCHITECTURAL BASE AND BORDER TO AVOID EXTENSIVE REWORK OF THE EXISTING FREESTANDING SIGN FOUNDATIONS AND DAMAGE TO EXISTING LANDSCAPING.
3. LANDSCAPING AT FREESTANDING SIGNS – THE EXISTING AVISTA HOSPITAL CAMPUS HAS EXTENSIVE MATURE LANDSCAPING AND MANY OF THE EXISTING FREESTANDING SIGNS ARE LOCATED IN LANDSCAPED AREAS. A WAIVER IS REQUESTED TO ALLOW FOR THE EXISTING LANDSCAPING TO BE MAINTAINED IN LIEU OF NEW LANDSCAPING BEING ADDED AT THE EXISTING FREESTANDING SIGN LOCATIONS PER SIGNAGE CODE SECTION 4.10.B,5. THIS WOULD APPLY TO THE EXISTING FREESTANDING SIGNS BEING REPLACED IN THEIR EXISTING LOCATIONS. NEW LANDSCAPING AROUND THE NEW US 36 SIGN (E21) WILL BE PROVIDED.
4. ILLUMINATION OF BACKGROUND LOGO AREA ON SIGNAGE – CLARITY OF WAYFINDING TO THE HOSPITAL EMERGENCY DEPARTMENT IS A PRIORITY OF THE FREESTANDING SIGNAGE. TO PROVIDE THIS CLARITY, A WAIVEF IS REQUESTED TO ALLOW THE AREA AROUND "EMERGENCY" ON THE FREE STANDING SIGNS TO BE A TRANSLJCENT RED TO ALLOW THIS IMPORTANT WAYFINDING TO BE EASILY VISIBLE, ESPECIALLY AT NIGHT. THIS APPLIES TO FIVE (5) FREESTANDING SIGNS (E07, E08, E09, E12, AND E14). THESE ARE INTERNALLY ILLUMINATED SIGN CABINETS AND THE REMINDER OF THE SIGNS WILLCOMPLY WITH SIGNAGE CODE SECTION 3.3,1,B.
5. WALL SIGN E01 AREA - THE WALL SIGNS ARE AN INTEGRAL PART OF THE WAYFINDING TO DIRECT PATIENTS AND VISITORS TO THE AVISTA HOSPITAL CAMPUS. HOWEVER DUE TO "HE TOPOGRAPHY AND BERM BETWEIN THE HOSPITAL AND US 36, THE HOSPITAL HAS MINIMAL VISBILITY FROM MOST DIRECTIONS. TO IMPROVE VISIBILITY FROM US 36, A NEW WALL SIGN (E01) IS PROPOSED ALONG THE WEST END OF THE PATIEN" WING AS THIS LOCATION IS THE MOST VISIBLE FROM US 36. THE PROPOSED LOCATION IS OVER FIVE HUNDRED FEET AT IT'S CLOSEST LOCATION TO US 36 AND ABOUT ONE THOUSAND FEET WHERE IT FACES US 36. A SIZE INCREASE IS REQUESTED TO PROVIDE NECESSARY VISIBILITYOF THIS SIGN. THE REQUESTED SIZE INCREASE IS TO USE THE PRIMARY FRONTAGE MAX SIGN AREA PER 4.11.B IN THE SIGNAGE CODE WITH THE ALLOWABLE AREA INCREASES PER 4.11.B,5 AT THIS LOCATION.

PUD AMENDMENTS

CENTENNIAL PARK HOSPITAL FINAL PUD, RECORDED 5/31/1989
MINOR AMENDMENT TO CENTENNIAL PARK HOSPITAL FINAL PUD, RECORDEC 10/24/1989
ADMINISTRATIVE PUD AMENDMENT AVISTA ADVENTIST HOSPITAL SIGNAGE, 12/9/1997
AVISTA ADVENT HOSPITAL (FORMALLY CENTENNIAL HEALTH PARK) FINAL PUD, RECORDED 5/12/1999
FINAL PUD AVISTA ADVENTIST HOSPITAL POB II / ASC, RECORDED 11/6/2002
FINAL PUD AMENDMENT FOR AVISTA ADVENTIST HOSPITAL SURGERY ADDITION, RECORDED 11/2/2005

PUD NOTES

1. THE CITY OF LOUISVILLE IS NOT RESPONSIBLE FOR DAMAGE TO, OR REPAIR OF, MONUMENT SIGNS, PAVEMENT SURFACES, OR LANDSCAPING CAUSED DURING REPAIR OR MAINTENANCE OF UTILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS.
2. ALL DAMAGES AND REPLACEMENT COSTS FOR THE MEDIAN AND SIGN E09 AS A RESULT OF MAINTENANCE AND/OF REPLACEMENT OF THE STORM SEWER SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER

SHEET INDEX

00-PUD AMENDMENT
1 COVER SHEET
2 OVERALL SITE PLAN
3 ENLARGED SITE PLANS
4 SIGNAGE SITE PLANS
5 GRADING PLAN SIGN E21
6 LANDSCAPE PLAN SIGN E21
7 SITE PLAN E09
8 SIGN E01
9 SIGN E04
10 SIGN E05
11 SIGN E06
12 SIGN E07
13 SIGN E08
14 SIGN E09
15 SIGN E12
16 SIGN E14
17 SIGN E19
18 SIGN E20
19 SIGN E21
20 ADDITIONAL SIGNS LEAVE AS-IS

OWNER SIGNATURE BLOCK

The undersigned as the owner of the lands described heren, hereby agrees on behalf of itself, and its heirs, successors assigns to develop and maintain the property described hereon in accordance and compliance with this approved plan and the Louisville Municipal Code.

PORTERCARE ADVENTIST HEALTH

Witness my/our hand(s) and seal(s) this _____ day of _____, 20_____.

By: _____
(Owner)

State of _____

County of _____

Signed before me on _____, 20

By _____.

_____
(Notary's official signature)

_____
(Title of office)

_____
(Commission Expiration)

PLANNING COMMISION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20__ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

CITY COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20__ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____ SERIES _____

_____ _____
MAYOR CITY CLERK SEAL

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

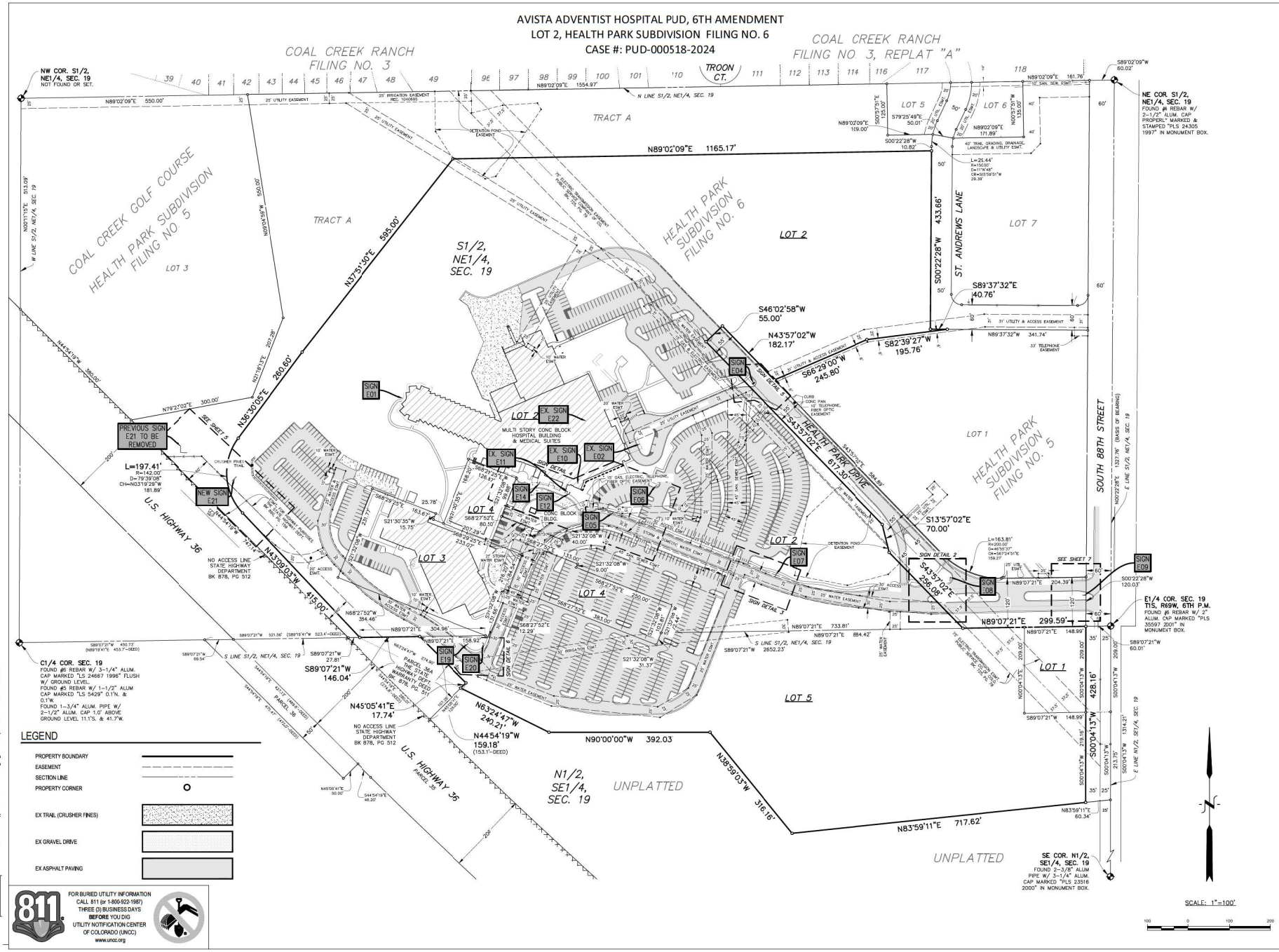
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2	COMMENT RESPONSE	4/15/25

SHEET TITLE
COVER SHEET

SHEET NUMBER
1
SHEET 1 OF 20

4/11/2025 10:00:36 AM
Autodesk Docs://P246572.00-PUD Amendment.rvt



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

CIVILARTS
ENGINEERING
PLANNING
SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

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1	COMMENT RESPONSE	4/15/25

SHEET TITLE

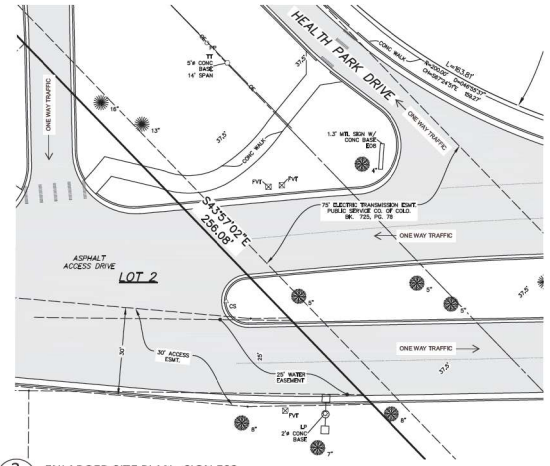
OVERALL SITE PLAN

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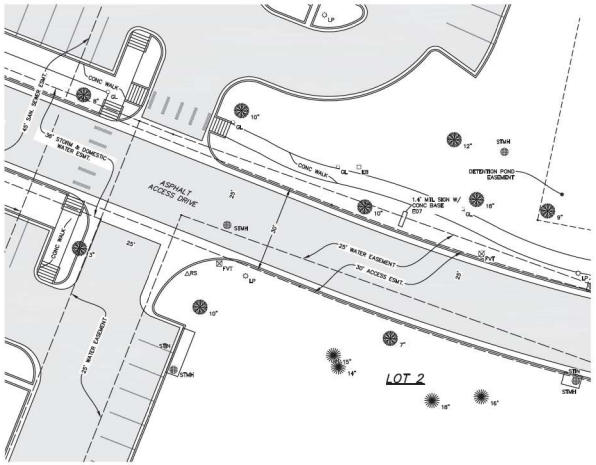
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SHEET 2 OF 20

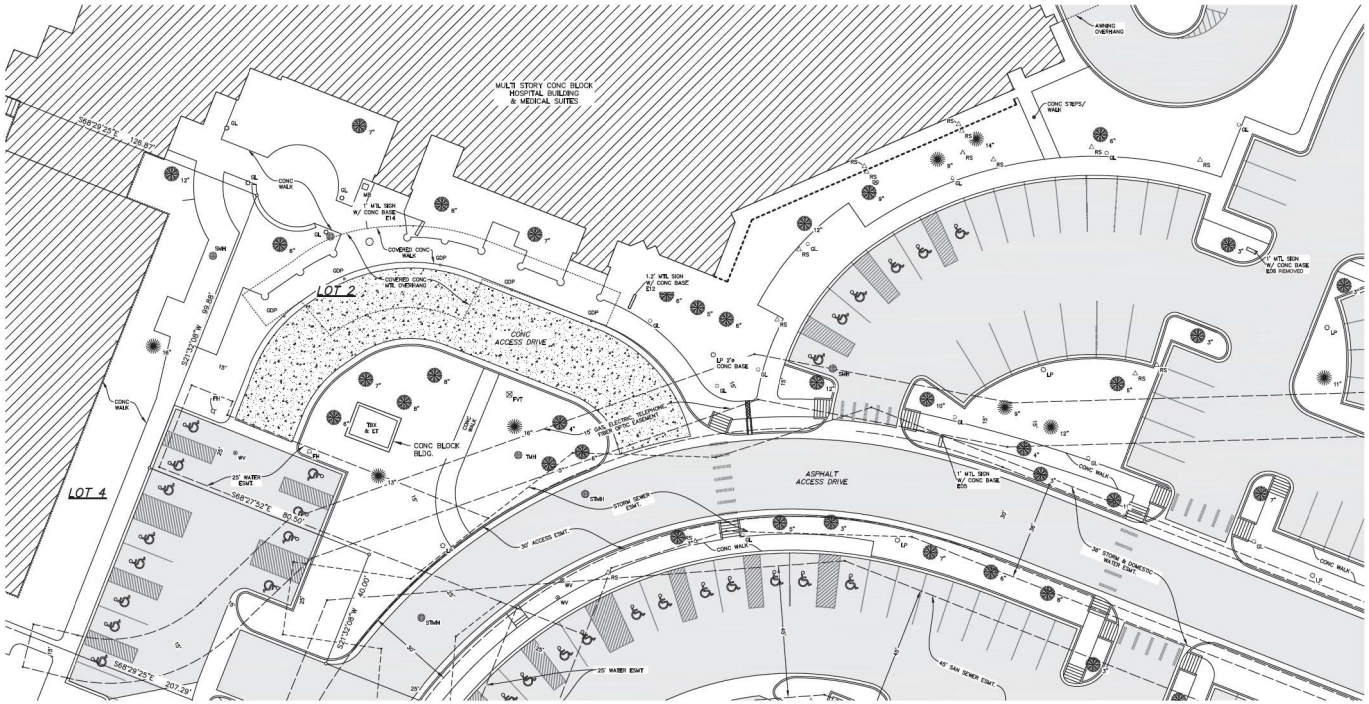
AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024



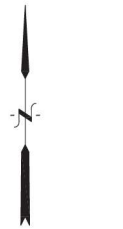
2 ENLARGED SITE PLAN - SIGN E08
2 1" = 20'



3 ENLARGED SITE PLAN - SIGN E07
2 1" = 20'

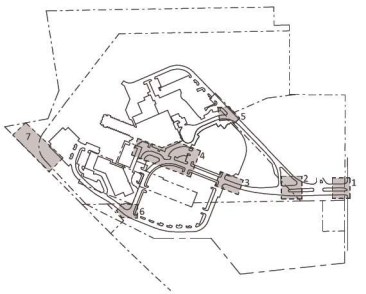


4 ENLARGED SITE PLAN - SIGNS E05, E06, E12, AND E14
2 1" = 20'



SCALE: 1"=20'
20 0 20 40

KEYPLAN



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

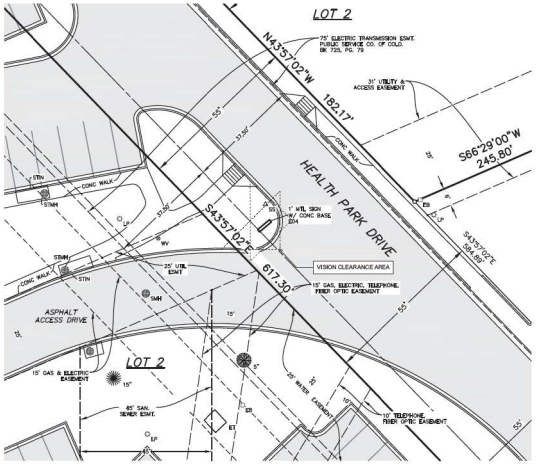
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2	CONDENSED PAGES	4/15/25

SHEET TITLE
ENLARGED SITE PLAN

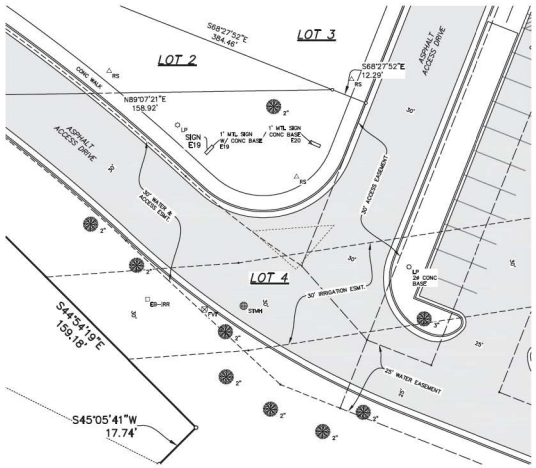
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3
SHEET 3 OF 20

4/7/2025
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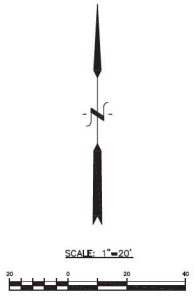
AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024



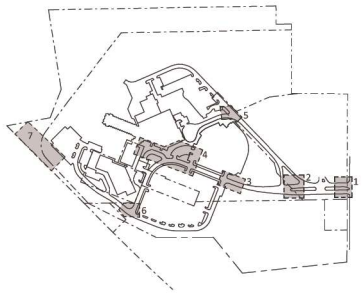
5 ENLARGED SITE PLAN - SIGN E04
2 1" = 20'



6 ENLARGED SITE PLAN - SIGN E19 AND E20
2 1" = 20'



KEYPLAN



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

SIGNAGE SITE PLANS

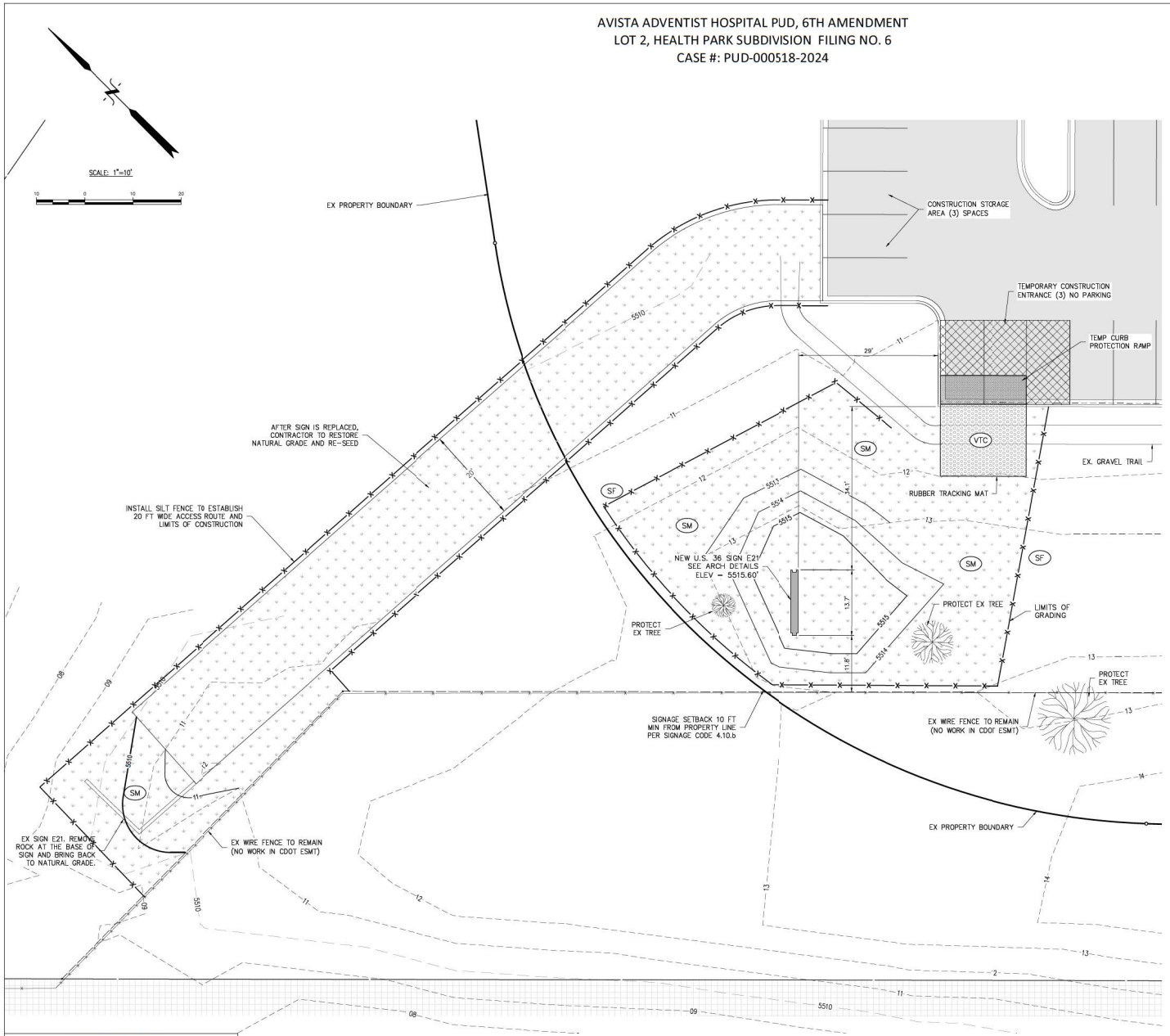
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4

SHEET 4 OF 20

4/7/2025
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AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024



ABBREVIATIONS

BLDG	BUILDING
BTM	BOTTOM
CL	CENTERLINE
ESMT	EASEMENT
EX	EXISTING
FG	FINISHED GRADE
HP	HIGH POINT
INV	INVERT
LP	LOW POINT
PP	POWER POLE
RCP	REINFORCED CONCRETE PIPE
SMH	SANITARY MANHOLE
SW	SWALE
TC	TOP OF CONCRETE
TYP	TYPICAL
WP	WOOD POST

EROSION CONTROL LEGEND

- SF — SILT FENCE (INITIAL, INTERIM)
- SM — OPEN SPACE SEED MIX, MULCH (FINAL)
- VTC — VEHICLE TRACKING CONTROL MAT (INTERIM)

EROSION CONTROL NOTES

1. FINAL STABILIZATION BY SEEDING AND MULCHING OR PERMANENT LANDSCAPING. USE APPROVED OPEN SPACE SEED MIX, REF LANDSCAPE PLANS.
2. ANY CONSTRUCTION FENCING SHALL BE REMOVED BY THE CONTRACTOR ONCE CONSTRUCTION IS COMPLETE.
3. ALL EROSION CONTROL BMPS SHALL BE PER URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, UNLESS OTHERWISE STATED.
4. ALL CONSTRUCTION ACTIVITIES AND ACCESS TO THE SITE SHALL OCCUR DURING GOOD WEATHER/DRY CONDITIONS TO MINIMIZE DAMAGE IN THE AREA.

LEGEND

- PROPERTY BOUNDARY
- EXISTING MAJOR CONTOUR — 5000
- EXISTING MINOR CONTOUR — 5007
- PROPOSED MAJOR CONTOUR — 5000
- PROPOSED MINOR CONTOUR — 5007
- EXISTING SPOT ELEVATION — 5359.77
- EXISTING PROPERTY PIN
- EX TRAIL (CRUSHER FINES)
- EX GRAVEL DRIVE
- EX ASPHALT PAVING

LEGAL DESCRIPTION

ALL OF LOTS 1, 2, 3, 4, & 5, HEALTH PARK SUBDIVISION FILING NO. 6 LOCATED IN THE S1/2 OF THE NE1/4 AND THE N1/2 OF THE SE1/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF.

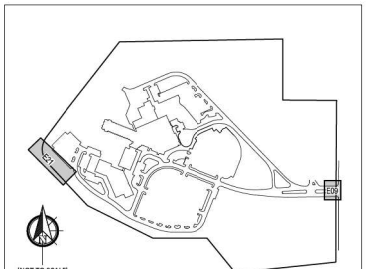
BASIS OF BEARINGS

BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., BEARS N00°22'28"E AS MONUMENTED.

BENCHMARK

THE PRIMARY BENCH MARK USED TO DETERMINE THE BASIS OF ELEVATIONS FOR THIS MAP IS CITY OF LOUISVILLE BENCH MARK LP 15, THE E1/4 CORNER OF SECTION 19, A #6 REBAR W/ 2" ALUM. CAP MARKED "PLS 35597 200 1" IN MONUMENT BOX. NAVD 1988 ELEVATION = 5480.00 FEET.

KEY MAP



FOR BURIED UTILITY INFORMATION
CALL 811 (or 1-800-922-1987)
THREE (3) BUSINESS DAYS
BEFORE YOU DIG
UTILITY NOTIFICATION CENTER
OF COLORADO (UNCC)
www.uncc.org

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

CIVILARTS
ENGINEERING :: 1500 Kansas Ave., Suite 2-E
PLANNING :: Longmont, CO 80501
SURVEYING :: P 303.682.1131
F 303.682.1149

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

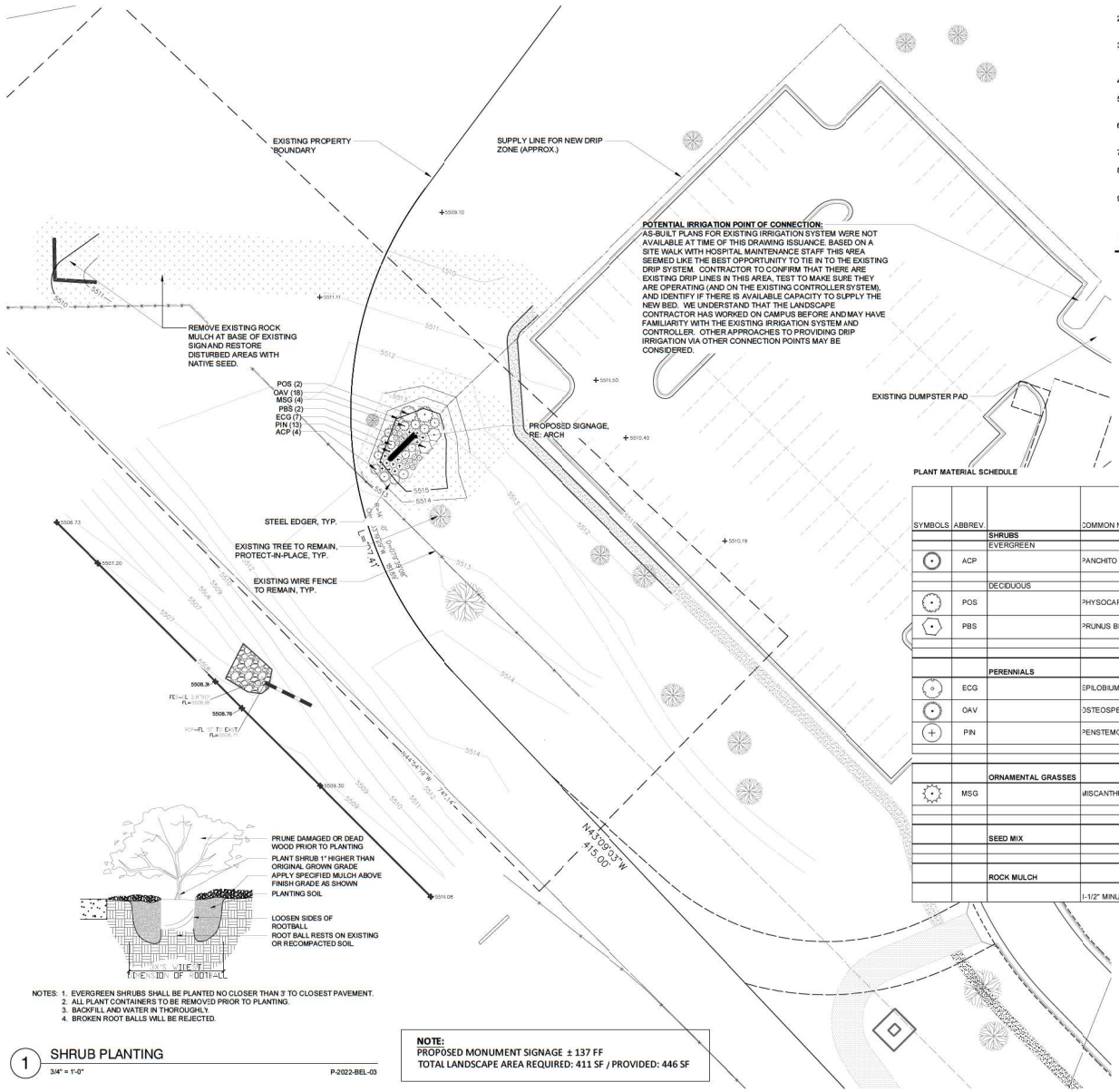
REVISIONS

	DESCRIPTION	DATE
2	COMMENT RESPONSE	01/16/25
1	COMMENT RESPONSE	4/15/25

SHEET TITLE
GRADING PLAN SIGN E21

SHEET NUMBER
5
SHEET 5 OF 20

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024



LANDSCAPE NOTES

1. ALL LANDSCAPE AREAS SHALLBE WATERED BY A FULLY AUTOMATIC IRRIGATION SYSTEM WITH CODE COMPLIANT BACK FLOW PREVENTION MEASURES. BEDS WILL BE WATERED VIA DRIP IRRIGATION BELOW THE MULCH SURFACE. NATIVE SEED AREAS WILL BE WATERED VIA OVERLAPPING, HEAD TO HEAD SPRAY COVERAGE. OWNER TO BE RESPONSIBLE FOR IRRIGATION MAINTENANCE.
2. THIS PLAN DESCRIBES THE LANDSCAPE PORTION OF THE PROJECT ONLY. SEE OTHER SHEETS FOR SITE IMPROVEMENT INFORMATION.
3. CONTRACTOR TO FIELD VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS. MINOR ADJUSTMENTS TO AVOID UTILITY AND SITE CONFLICTS ARE ALLOWED. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY NOTABLE CONFLICTS AND PROPOSED SOLUTIONS.
4. EXISTING BUILDINGS, GRADING, EASEMENTS, AND UTILITIES ARE BASED ON SURVEY INFORMATION PROVIDED BY OTHERS.
5. VERIFY ALL CONDITIONS AT JOB SITE AND NOTIFY LANDSCAPE ARCHITECT OF DIMENSIONAL ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE BEGINNING WORK.
6. CONTOUR LINES ARE SHOWN ON LANDSCAPE PLANS FOR REFERENCE ONLY REFERENCE CIVIL DRAWING FOR ACTUAL INFORMATION.
7. OWNER TO PERFORM ONGOING MAINTENANCE CONSISTENT WITH CITY OF LOUISVILLE STANDARDS.
8. PLANTING AREAS SHALL RECEIVE 4 CY SOIL AMENDMENT PER 1,000 SF. AND DECORATIVE ROCK MULCH AT 3" DEPTH OVER LANDSCAPE FABRIC. ROCK MULCH TO BE 1 ½" MINUS BUTTER ROCK, LIGHT TAN IN COLOR.
9. ALL PLANTING BEDS ADJACENT TO NATIVE SEED SHALL HAVE STEEL EDGING AS INDICATED ON PLANS.

LEGEND

- UPLAND SEED
- EXISTING TREE TO REMAIN
- STEEL EDGER
- EXISTING COUNTOUR (5514)
- PROPOSED COUNTOUR (5515)
- PROPOSED MONUMENT SIGNAGE

UPLAND SEED MIX

% OR PLS#/AC	DESCRIPTION	MANUFACTURED BY
2.0 PLS#	SIDEOATS GRAMA, VAUGHN	ARKANSAS VALLEY SEED
3.3 PLS#	BUFFALOGRASS, CODY	ARKANSAS VALLEY SEED
1.0 PLS#	SANDBERG BLUEGRASS, CANBAR	ARKANSAS VALLEY SEED
0.7 PLS#	PRAIRIE JUNEGRASS	ARKANSAS VALLEY SEED
3.3 PLS#	BLUE GRAMA, NATIVE	ARKANSAS VALLEY SEED

PLANT MATERIAL SCHEDULE

SYMBOLS	ABBREV.		COMMON NAME	BOTANICAL NAME	QTY.	SIZE	MATURE HEIGHT/WIDTH	TOTAL 3-YEAR COVERAGE SF (ASSUMES 90% MATURITY)
		SHRUBS				GALLONS		
		EVERGREEN						
	ACP		PANCHITO MANZANITA	ARCTOSTAPHYLOS X COLORADENSIS 'PANCHITO'	4	5 GAL	2' X 5'	70.70
				TOTAL	4			70.70 SF
		DECIDUOUS						
	POS		PHYSOCARPUS OPUFOLIUS 'SEWARD' TM	SUMMER WINE NINEBARK	2	5 GAL	4' X 6'	50.89
	PBS		PRUNUS BESSEYI 'P011S' TM	PAWNEE BUTTES SAND CHERRY	2	5 GAL	2' X 6'	50.89
				TOTAL	4			101.77 SF
		PERENNIALS				GALLONS / POTS		
	ECG		EPILOBIUM CANUM GARRETTII 'PWWGO1S'	ORANGE CARPET HUMMINGBIRD TRUMPET	7	1 GAL	0.5' X 2'	19.78
	OAV		OSTEOSPERMUM X 'AVALANCHE'	AVALANCHE WHITE SUN DAISY	18	1 GAL	1' X 2'	50.87
	PIN		PENSTEMON PINIFOLIUS 'P019S'	STEPPESUNS SUNSET GLOW PENSTEMON	14	1 GAL	1.5' X 2'	39.56
				TOTAL	39			110.21 SF
		ORNAMENTAL GRASSES						
	MSG		MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	4	5 GAL	4' X 5'	70.70
				TOTAL	4			70.70 SF
								353.39
		SEED MIX						
				UP_AND SEED MIX	6,840SF			
		ROCK MULCH			S.F. AND DEPTH			
			I-1/2" MINUS ANGULAR BUTTER ROCK, TAN COLOR		446 SF / 3" DEPTH			

TOTAL PLANTING AREA = 446 SF
TOTAL PLANT COVERAGE (3-YRS) = 353 SF
353 SF / 446 SF = 79.10% COVERAGE

NOTES:
1. EVERGREEN SHRUBS SHALL BE PLANTED NO CLOSER THAN 3' TO CLOSEST PAVEMENT.
2. ALL PLANT CONTAINERS TO BE REMOVED PRIOR TO PLANTING.
3. BACKFILL AND WATER IN THOROUGHLY.
4. BROKEN ROOT BALLS WILL BE REJECTED.

1 SHRUB PLANTING
3/4" = 1'-0" P-2022-BEL-03

NOTE:
PROPOSED MONUMENT SIGNAGE ± 137 FF
TOTAL LANDSCAPE AREA REQUIRED: 411 SF / PROVIDED: 446 SF

NORTH

0 10 20

1 LANDSCAPE PLAN
SCALE: 1"=20'-0"

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

AYRES
3665 JFK Parkway, Building 2, Suite 100
Fort Collins, CO 80525

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

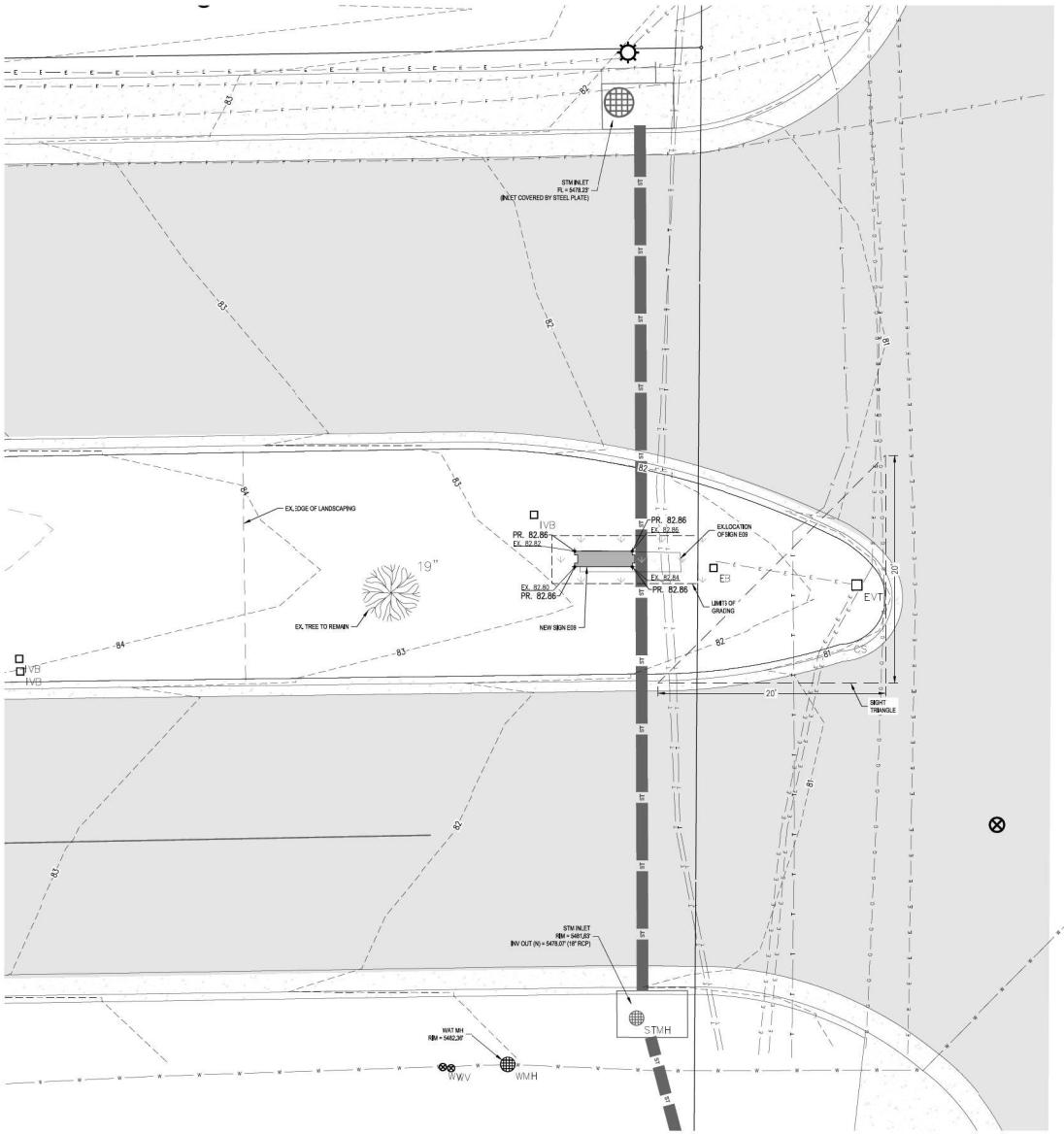
#	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	COMMENT RESPONSE	4/15/25

SHEET TITLE
LANDSCAPE PLAN SIGN E21

SHEET NUMBER
6
SHEET 6 OF 20

6/12/2024 9:39:39 AM
Autodesk Docs://P246572.00 AdventHealth Avista Signage FY25/P246572.00 AdventHealth Avista Signage FY25 A PUD Amendment.rvt

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024



SCALE: 1"=5'

ABBREVIATIONS

BLDG	BUILDING
BTM	BOTTOM
CL	CENTERLINE
ESMT	EASEMENT
EX	EXISTING
FG	FINISHED GRADE
HP	HIGH POINT
INV	INVERT
LP	LOW POINT
PP	POWER POLE
RCP	REINFORCED CONCRETE PIPE
SMH	SANITARY MANHOLE
SW	SWALE
TC	TOP OF CONCRETE
TYP	TYPICAL
WP	WOOD POST

EROSION CONTROL LEGEND

SF	SILT FENCE (INITIAL, INTERIM)
SM	OPEN SPACE SEED MIX, MULCH (FINAL)
VTC	VEHICLE TRACKING CONTROL MAT (INTERIM)

EROSION CONTROL NOTES

1. FINAL STABILIZATION BY SEEDING AND MULCHING OR PERMANENT LANDSCAPING. USE APPROVED OPEN SPACE SEED MIX, REF LANDSCAPE PLANS.
2. ANY CONSTRUCTION FENCING SHALL BE REMOVED BY THE CONTRACTOR ONCE CONSTRUCTION IS COMPLETE.
3. ALL EROSION CONTROL BMPS SHALL BE PER URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, UNLESS OTHERWISE STATED.
4. ALL CONSTRUCTION ACTIVITIES AND ACCESS TO THE SITE SHALL OCCUR DURING GOOD WEATHER/DRY CONDITIONS TO MINIMIZE DAMAGE IN THE AREA.

LEGEND

PROPERTY BOUNDARY	
EXISTING MAJOR CONTOUR	5000
EXISTING MINOR CONTOUR	5007
PROPOSED MAJOR CONTOUR	5000
PROPOSED MINOR CONTOUR	5007
EXISTING SPOT ELEVATION	5359.77
EXISTING PROPERTY PIN	
EX TRAIL (CRUSHER FINES)	
EX GRAVEL DRIVE	
EX ASPHALT PAVING	

LEGAL DESCRIPTION

ALL OF LOTS 1, 2, 3, 4, & 5, HEALTH PARK SUBDIVISION FILING NO. 6 LOCATED IN THE S1/2 OF THE NE1/4 AND THE N1/2 OF THE SE1/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF.

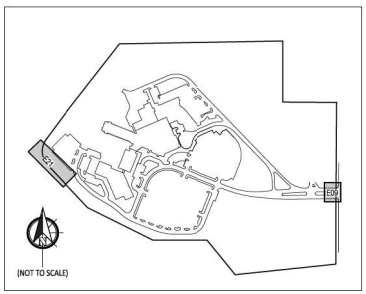
BASIS OF BEARINGS

BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., BEARS N00°22'28"E AS MONUMENTED.

BENCHMARK

THE PRIMARY BENCH MARK USED TO DETERMINE THE BASIS OF ELEVATIONS FOR THIS MAP IS CITY OF LOUISVILLE BENCH MARK LP 15, THE E1/4 CORNER OF SECTION 19, A #6 REBAR W/ 2" ALUM. CAP MARKED "PLS 35597 2001" IN MONUMENT BOX. NAVD 1988 ELEVATION = 5480.00 FEET.

KEY MAP



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SURVEYING
1500 Kansas Ave., Suite 2-E
Longmont, CO 80501
P 303.682.1131
F 303.682.1149

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
2	COMMENT RESPONSE	01/16/25
1	COMMENT RESPONSE	4/15/25

SHEET TITLE

GRADING PLAN SIGN E09

SHEET NUMBER

7

SHEET 5 OF 20

THIS DRAWING AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF BOULDER ASSOCIATES. THEY ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED AND DEVELOPED. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF BOULDER ASSOCIATES.

6/13/2024 9:39:36 AM
Assistant Docs://250.000.00 AH Avista Signage PUD Rvs/P246572.00 A-PUD Amendment.rvt

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E01 CHANNEL LETTERS on RACEWAY LIF-42-HOR-W

Scale: 1/4"=1'-0"

131.7 square feet total
(Measured boxed as shown)

refer to
MONIGLE
CONTROL DOCUMENTS
for manufacturing details

EXISTING SIGN SF:	N/A
PROPOSED SIGN SF:	131.7



COLOR PALETTE
RACEWAY:
TO BE VERIFIED

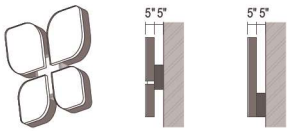
EXISTING

EXISTING CONDITIONS



NONE EXISTING.
NEW SIGN TO BE INSTALLED ON EMPTY ELEVATION
ACROSS COURTYARD FROM EXISTING SIGN E01

LOGO FACES:	.177 Clear acrylic w/ surface applied translucent vinyl to match and second surface applied diffuser flim
LETTER FACES:	.177 #2447 white acrylic w/ surface applied dual color blue film
TRIMCAP:	1" Jewelite - White
RETURNS:	5" Deep .063 aluminum coil painted blue SG finish Interior painted with light enhancement paint Logo sections to be created separately as single pieces and pop-riveted together using cross section as joining piece
BACKS:	.090 Alum inside painted with light enhancement paint
ILLUMINATION:	Agilight 6500K White LED's as required by manufacturer ***Remote Power Supplies***
RACEWAY:	8"h x 5"d Extruded .125" Alum. Raceway for letters; Symbol raceway will be fabricated .125" Alum.; Painted to match existing wall surface. Additional bracing as required.
INSTALL:	Thru bolted using all thread into blocking as required 12" standard length of threaded rod will be supplied unless otherwise noted 3/8" threaded rod into blocking or Stratus approved equivalent
QUANTITY:	(1) ONE LETTERSET REQUIRED
JOB NOTE:	**No existing power at sign location; new electric circuit to be routed by facilities prior to installation.**



Large Logo Isometic View (w/ Trimcap) | Logo Side View | Letter Side View

Scale: NTS

JOB NOTE: No existing power at sign location; new electric circuit to be routed by facilities prior to installation.

SIMULATED NIGHT VIEW

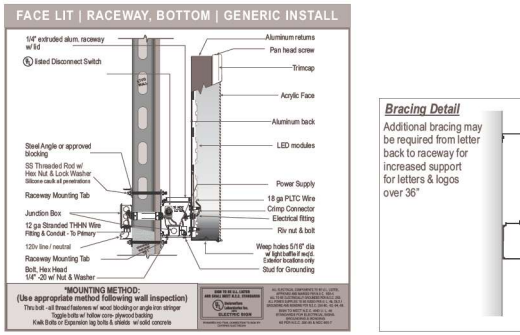


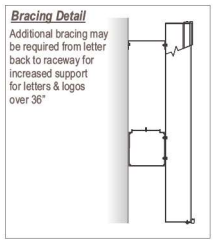


Scale: ±1/8"=1'-0" (Warped due to angle of photo)

PROPOSED SIGNAGE

NOTE: Max area 1 sf/lf = 88.5 sf plus 50% increase for US36 = 132.75 sf allowable.







Scaled Proportionately

PROPOSED SIGNAGE - LONG DISTANCE VIEW

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE
SIGN E01

SHEET NUMBER
8
SHEET 8 OF 20

4/7/2025
K:\ACCOUNTS\AVAVENT HEALTH\LOCATIONS\2023\CO.000_Location\dwg\000_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

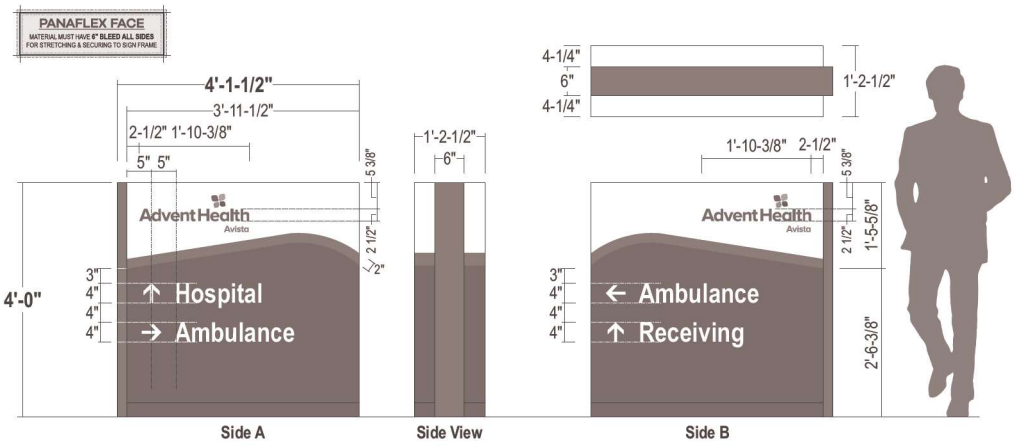
E04 ILLUMINATED DIRECTIONAL — CUSTOM DB-48-IL

Scale: 1"=1'-0" — 16.5 square feet

refer to PRODUCTION SHOP DRAWING # ADH1117A for manufacturing details

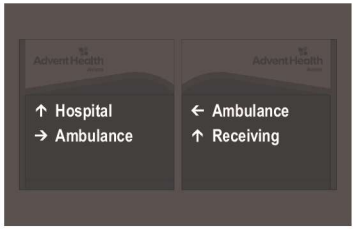
refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	20.6
PROPOSED SIGN SF:	16.5



CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; All background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

SIMULATED NIGHT VIEW



EXISTING CONDITIONS





REMOVE EXISTING 4'-1-1/2"h x 5'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.

PROPOSED SIDE A

Scaled Proportionately



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE: SIGN E04

SHEET NUMBER: 9

SHEET 9 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATIONS\2023\CO_000_Location\dwl\000_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

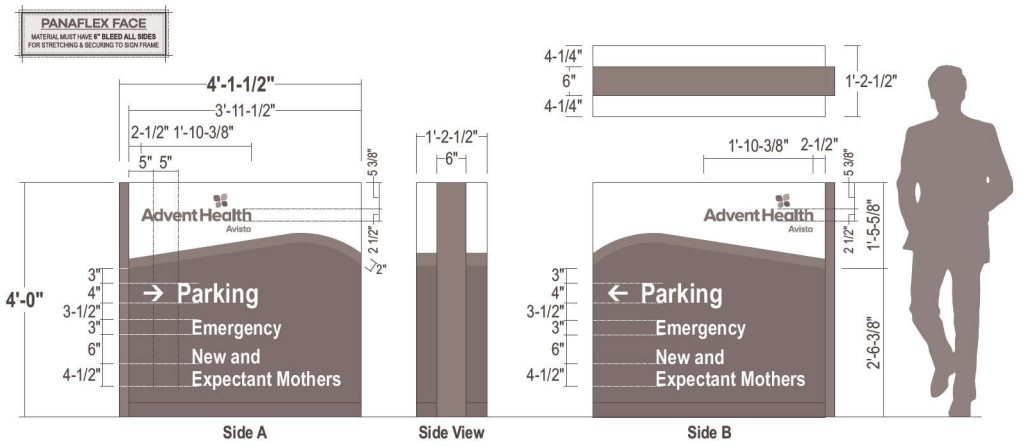
E05 ILLUMINATED DIRECTIONAL — CUSTOM DB-48-IL

Scale: 1"=1'-0" — 16.5 square feet

refer to PRODUCTION SHOP DRAWING # ADH1117A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	12.4
PROPOSED SIGN SF:	16.5

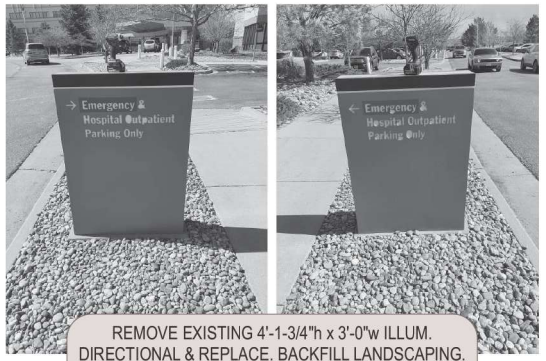


CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; All background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

SIMULATED NIGHT VIEW



EXISTING CONDITIONS



REMOVE EXISTING 4'-1-3/4"h x 3'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.

PROPOSED SIDE A

Scaled Proportionately



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE: SIGN E05

SHEET NUMBER: 10
SHEET 10 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATIONS\2023\CO\100_Avista_Permit_PUD_Ground & Building Signs_R2

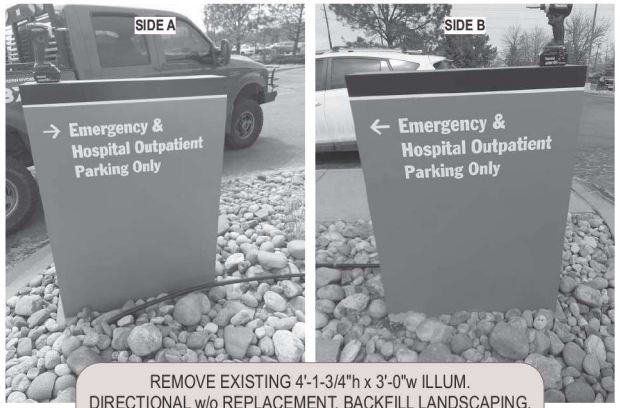
AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E06 ILLUMINATED DIRECTIONAL REMOVE EXISTING

Scale: NTS

EXISTING SIGN SF:	12.4
PROPOSED SIGN SF:	-

EXISTING CONDITIONS



REMOVE EXISTING 4'-1-3/4"h x 3'-0"w ILLUM. DIRECTIONAL w/o REPLACEMENT. BACKFILL LANDSCAPING. CAP EXISTING POWER.

PROPOSED



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

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DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

SIGN E06

SHEET NUMBER

11

SHEET 11 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATIONS\2025\CD\100_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E07 ILLUMINATED DIRECTIONAL — CUSTOM DE-72-IL

Scale: 1"=1'-0" — 24.8 square feet

refer to PRODUCTION SHOP DRAWING # AVN1119A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

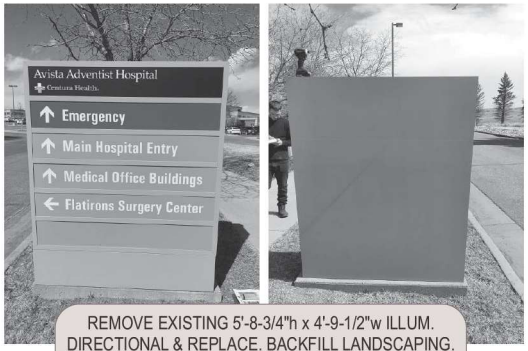
EXISTING SIGN SF:	27.5
PROPOSED SIGN SF:	24.8

NOTE: TYPICAL COPY SIZE HAS BEEN REDUCED ON THIS DIRECTIONAL IN ORDER TO ACCOMMODATE LENGTH OF OVERALL READING

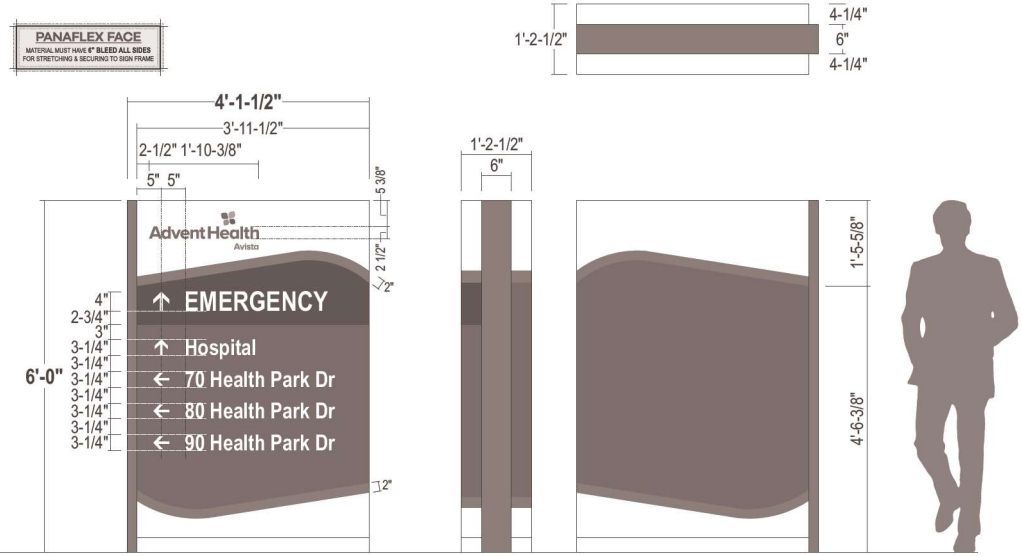
SIMULATED NIGHT VIEW



EXISTING CONDITIONS



REMOVE EXISTING 5'-8-3/4"h x 4'-9-1/2"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



PROPOSED SIDE A

Scaled Proportionately



CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; Background for ER Portion **ONLY** will illuminate (waver required from city) All other background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

Stratus

PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

SIGN E07

SHEET NUMBER

12

SHEET 12 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATIONS\2023\CD\100_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E08 ILLUMINATED PYLON — CUSTOM PE-12-IL

Scale: 1/2"=1'-0"

63.4 square feet

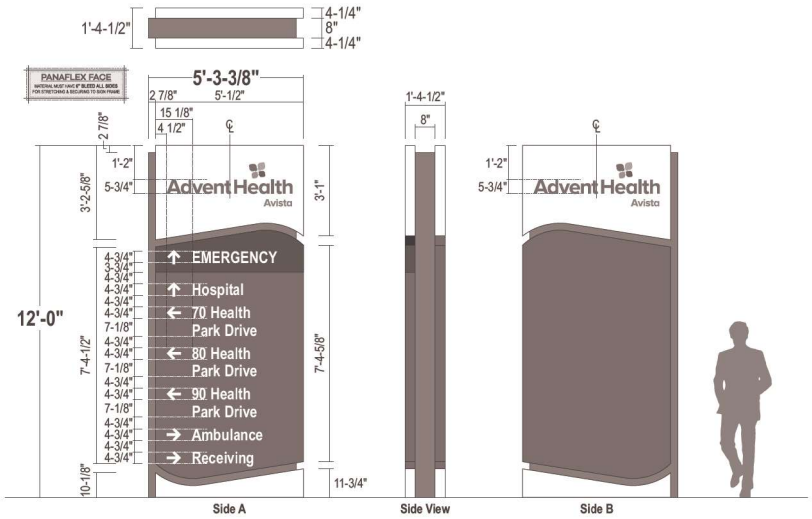
Header was changed to Aluminum w/ Routed Graphics

SHOP DRAWING NEEDS REVISION

SHOP DRAWING # ADH1120A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	80
PROPOSED SIGN SF:	63.4



CABINET:	Sign comp extrusion - Depth as shown - painted White SG finish
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
REVEALS:	.125 alum. reveal painted Green SG
HEADER & DIRECTIONAL FACES:	.125 routed alum. face; chemically welded to frame with vertical piano hinge; Painted white, blue & red
HEADER & DIRECTIONAL COPY:	Routed graphics w/ flushed-in acrylic copy **Header Logo:** #7328 White flushed in acrylic w/ surface applied day/night vinyl on logo copy **White Directional Copy:** #7328 White flushed in acrylic bonded to 1/4" clear acrylic ***Second surface applied diffuser film on all copy***
EMERGENCY FACE:	Alum extrusion w/ 3M panagraphics III faces and surface applied trans. red vinyl with reverse weeded copy & arrow
TYPEFACE:	Arial Narrow Bold
ILLUM.	Agilight Retro Rays 700 (6500K White) LED's as required by manufacturer Power supplies housed within cabinet
BASE:	Fabricated .125 alum base painted White SG
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated pylon required
NOTE:	Connect to existing power

SIMULATED NIGHT VIEW:



EXISTING CONDITIONS



REMOVE EXISTING 10'-0"h x 8'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



Scale: 3/4"=1'-0"

PROPOSED SIGNAGE

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

SIGN E08

SHEET NUMBER

13

SHEET 13 OF 20

4/7/2025
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AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E09 ILLUMINATED PYLON — CUSTOM PE-12-IL

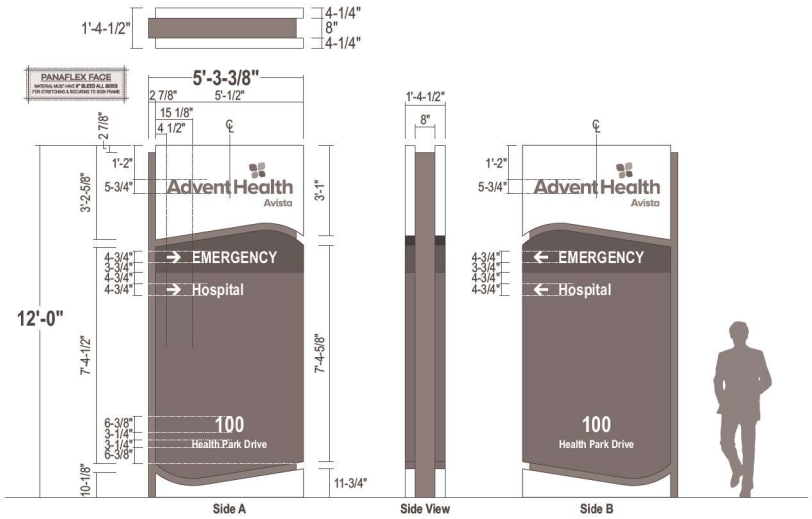
Scale: 1/2"=1'-0" — 63.4 square feet

EXISTING SIGN SF:	112.3
PROPOSED SIGN SF:	63.4

Header was changed to Aluminum w/ Routed Graphics

SHOP DRAWING NEEDS REVISION
SHOP DRAWING # ADH1120A
for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details



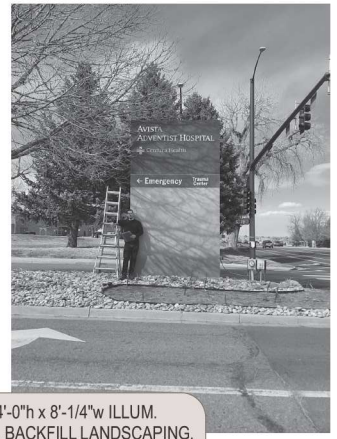
CABINET:	Sign comp extrusion - Depth as shown - painted White SG finish
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
REVEALS:	.125 alum. reveal painted Green SG
HEADER & DIRECTIONAL FACES:	.125 routed alum. face; chemically welded to frame with vertical piano hinge; Painted white, blue & red
HEADER & DIRECTIONAL COPY:	Routed graphics w/ flushed-in acrylic copy **Header Logo:** #7328 White flushed in acrylic w/ surface applied day/night vinyl on logo copy **White Directional Copy:** #7328 White flushed in acrylic bonded to 1/4" clear acrylic ***Second surface applied diffuser film on all copy***
EMERGENCY FACE:	Alum extrusion w/ 3M panagraphics III faces and surface applied trans. red vinyl with reverse weeded copy & arrow
TYPEFACE:	Arial Narrow Bold
ILLUM.	Agilight Retro Rays 700 (6500K White) LED's as required by manufacturer Power supplies housed within cabinet
BASE:	Fabricated .125 alum base painted White SG
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated pylon required
NOTE:	Connect to existing power

SIMULATED NIGHT VIEW:

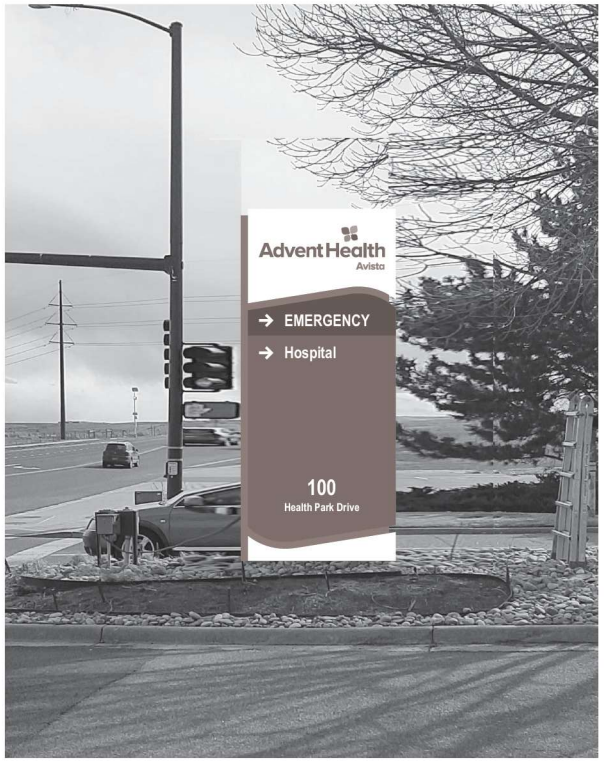


EXISTING CONDITIONS





REMOVE EXISTING 14'-0"h x 8'-1/4"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



Scale: 1/2"=1'-0"

PROPOSED SIGNAGE

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE
SIGN E09

SHEET NUMBER
14
SHEET 14 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATION\D\2023\CD\100_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

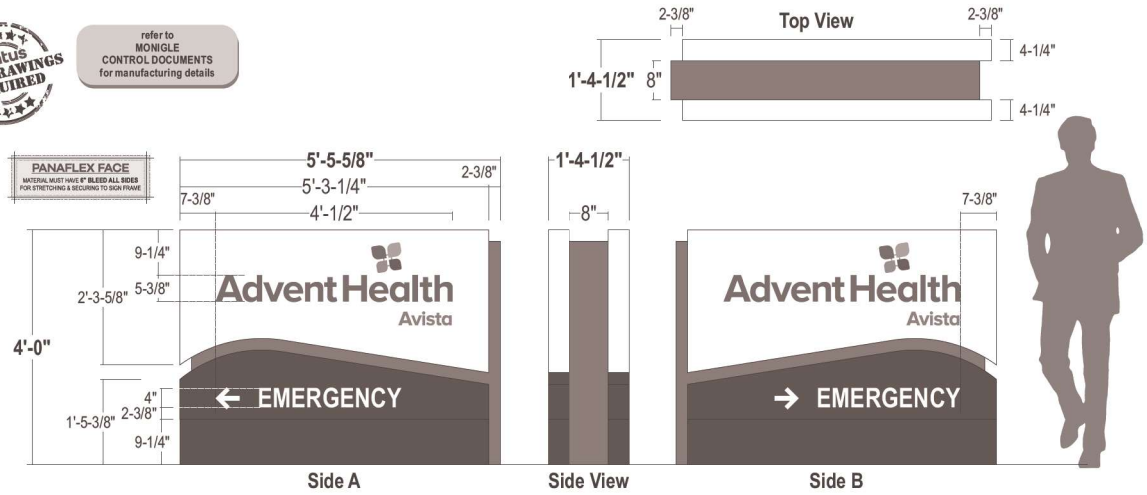
E12 D/F ILLUM. MONUMENT — CUSTOM ME-4-IL

Scale: 3/4"=1'-0" — 21.9 square feet

EXISTING SIGN SF:	20.6
PROPOSED SIGN SF:	21.9

Stratus SHOP DRAWINGS REQUIRED

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details



SIMULATED NIGHT VIEW



EXISTING CONDITIONS



REMOVE EXISTING 4'-1-1/2"h x 5'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.

CABINET:	Sign comp extrusion - Depth as shown - painted White SG finish
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
REVEAL:	.125 alum. reveal painted Green SG
HEADER FACE:	.125 routed alum. face; chemically welded to frame with vertical piano hinge; Painted white
HEADER GRAPHICS:	#7328 White flushed in acrylic w/ surface applied day/night vinyl on logo copy
EMERGENCY FACE:	Alum extrusion w/ 3M panagraphics III faces and surface applied trans. red vinyl with reverse weeded copy & arrow
TYPEFACE:	Arial Narrow Bold
ILLUM.:	Agilight Retro Rays 700 (6500K White) LED's as required by manufacturer Power supplies housed within cabinet **NOTE: WILL CONNECT TO EXISTING POWER**
BASE:	9-1/4"h .125 Break formed alum. base extrusion cover painted red SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated monument required

PROPOSED SIDE B

Scaled Proportionately



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE: **SIGN E12**

SHEET NUMBER: **15**
SHEET 15 OF 20

4/7/2025
K:\ACCOUNTS\AVADVENT HEALTH\LOCATIONS\2023\CD\100_Avista_Permit_PUD_Ground & Building Signs_R2

E14 ILLUMINATED DIRECTIONAL — CUSTOM DE-48-IL

Scale: 1"=1'-0" — 16.5 square feet

refer to PRODUCTION SHOP DRAWING # AVN1118A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	20.6
PROPOSED SIGN SF:	16.5

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

NOTE: TYPICAL COPY SIZE HAS BEEN REDUCED ON THIS DIRECTIONAL IN ORDER TO ACCOMMODATE LENGTH OF OVERALL READING

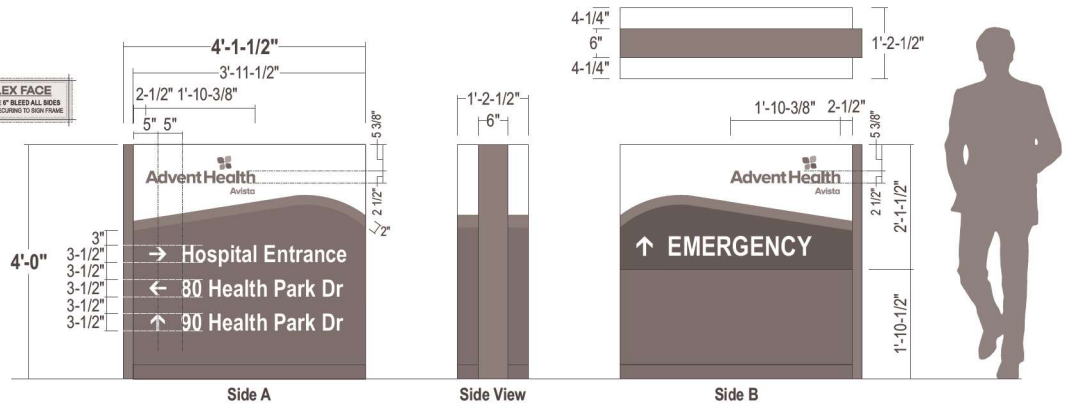
SIMULATED NIGHT VIEW



EXISTING CONDITIONS

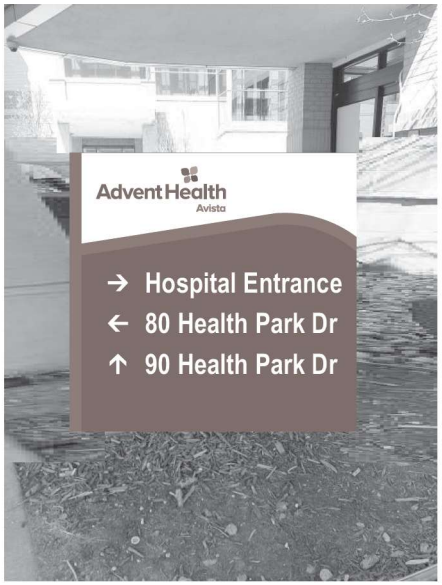


REMOVE EXISTING 4'-1-1/2"h x 5'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



PROPOSED SIDE A

Scaled Proportionately



CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; Background for ER Portion **ONLY** will illuminate (waver required from city) All other background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

SIGN E14

SHEET NUMBER

16

SHEET 16 OF 20

4/7/2025
K:\ACCOUNTS\A\ADVENT HEALTH\LOCATIONS\2023\CD\100_Avista_Permit_PUD_Ground & Building Signs_R2

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E19 ILLUMINATED DIRECTIONAL — CUSTOM DB-48-IL

Scale: 1"=1'-0" — 16.5 square feet

refer to PRODUCTION SHOP DRAWING # ADH1117A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	20.6
PROPOSED SIGN SF:	16.5

NOTE: TYPICAL COPY SIZE HAS BEEN REDUCED ON THIS DIRECTIONAL IN ORDER TO ACCOMMODATE LENGTH OF OVERALL READING

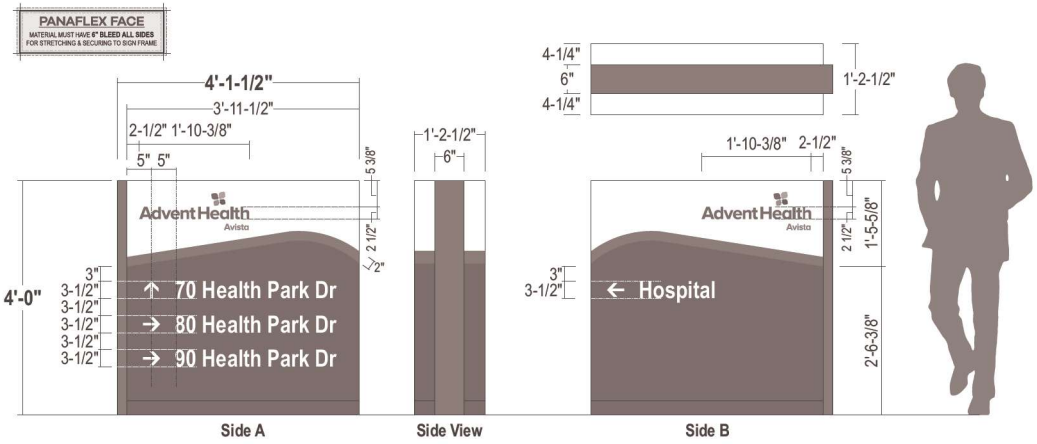
SIMULATED NIGHT VIEW



EXISTING CONDITIONS



REMOVE EXISTING 4'-1-1/2"h x 3'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



PROPOSED SIDE A

Scaled Proportionately



CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; All background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE: **SIGN E19**

SHEET NUMBER: **17**
SHEET 17 OF 20

4/7/2025
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AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E20 ILLUMINATED DIRECTIONAL — CUSTOM DB-48-IL

Scale: 1"=1'-0" — 16.5 square feet

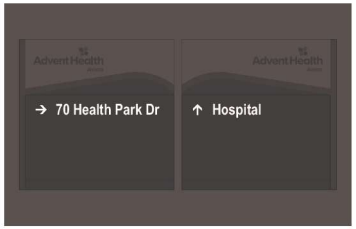
refer to PRODUCTION SHOP DRAWING # ADH1117A for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

EXISTING SIGN SF:	20.6
PROPOSED SIGN SF:	16.5

NOTE: TYPICAL COPY SIZE HAS BEEN REDUCED ON THIS DIRECTIONAL IN ORDER TO ACCOMMODATE LENGTH OF OVERALL READING

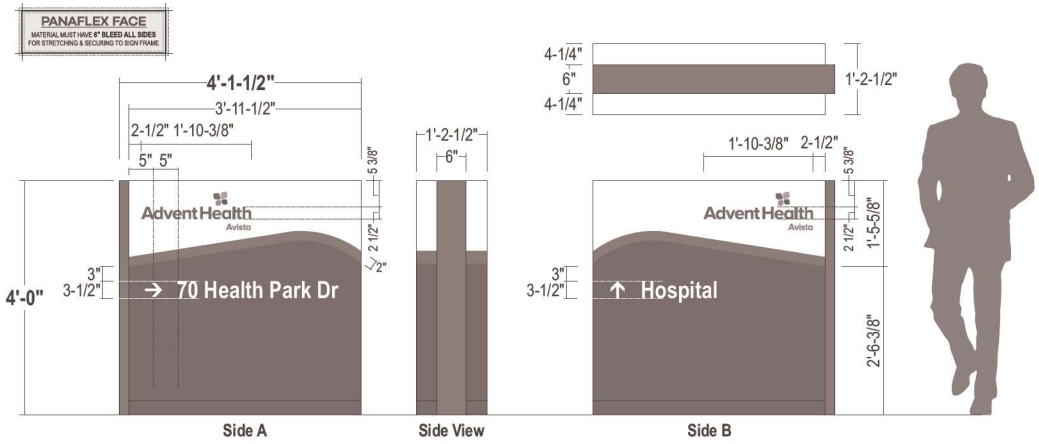
SIMULATED NIGHT VIEW



EXISTING CONDITIONS



REMOVE EXISTING 4'-1-1/2"h x 3'-0"w ILLUM. DIRECTIONAL & REPLACE. BACKFILL LANDSCAPING. CONNECT TO EXISTING POWER.



PROPOSED SIDE A

Scaled Proportionately



CABINET:	Sign comp extrusion - Depth as shown Returns painted to match face
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
FACES:	3M Panagraphics III Flexible substrate
GRAPHICS:	All graphics to be digitally printed by Miratec; All background & logo sections to be opaque; Directional copy to be reverse weeded from face to fully illuminate
ILLUM.	Agilight White LED's as required by manufacturer Power supplies housed within cabinet
BASE:	3"h .125 Break formed alum. base extrusion cover painted white SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated directional required
NOTE:	Connect to existing power

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE: SIGN E20

SHEET NUMBER: 18
SHEET 18 OF 20

4/7/2025
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AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024

E21 D/F ILLUM. MONUMENT — CUSTOM

Scale: 3/8"=1'-0" — 139.2 square feet

SHOP DRAWING NEEDS REVISION

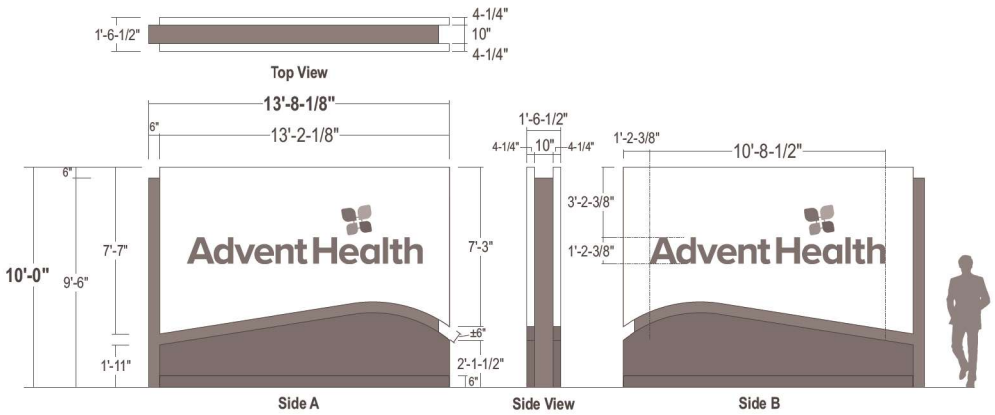
ION SHOP DRAWING # ADH1083B for manufacturing details

refer to MONIGLE CONTROL DOCUMENTS for manufacturing details

Header was changed to Aluminum w/ Routed Graphics

EXISTING SIGN SF:	34
PROPOSED SIGN SF:	139.2

Primary; Max area 96 sf plus
50% increase oriented to US36 = 144 sf allowable.



CABINET:	Sign comp extrusion - Depth as shown - painted White SG finish
CENTER CLADDING:	.125 formed alum. cladding painted Green SG finish
REVEAL:	.125 alum. reveal painted Green SG
HEADER FACE:	.125 routed alum. face; chemically welded to frame with vertical piano hinge; Painted white
REVEAL:	#7328 White flushed in acrylic w/ surface applied day/night vinyl on logo copy
LOWER BLANK FACES:	.125 alum. face; chemically welded to frame with vertical piano hinge ; Paint Blue SG Finish
ILLUM.:	Agilight Retro Rays 700 (6500K White) LED's as required by manufacturer Power supplies housed within cabinet
BASE:	Fabricated .125 alum removable base cladding painted blue SG finish
INSTALL:	Cabinet to have new internal steel and will be installed using base plates, anchor bolts and concrete foundation to meet engineering requirements and city code.
QUANTITY:	(1) ONE D/F Illuminated monument required
JOB NOTE:	**No existing power at sign location - Route electrical circuit to new sign surface prior to install. By facilities.**

SIMULATED NIGHT VIEW



NEW SIGN TO BE INSTALLED IN DIFFERENT LOCATION - SEE NEXT PHOTO (RIGHT) EXISTING TO BE REMOVED AFTER PERMITS APPROVED FOR NEW SIGN.

EXISTING CONDITIONS

EXISTING SIGN LOCATION



REMOVE EXISTING 4'-0"h x 8'-6"w MONUMENT. DO NOT REPLACE. BACK FILL LANDSCAPING & CAP EXISTING ELECTRICAL.

NEW SIGN LOCATION



NONE EXISTING.
NEW MONUMENT TO BE INSTALLED ON 2'-0" LANDSCAPING BERM TO ACHIEVE 12'-0" OAH

FINISHED LANDSCAPING TO BE COMPLETED BY FACILITIES

NOT TO SCALE

PROPOSED



BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE
SIGN E21

SHEET NUMBER
19
SHEET 19 OF 20

4/7/2025
K:\ACCOUNTS\ADVENT HEALTH\LOCATIONS\2023\CO\000_Louisville\000_Avista_Permit_PUD_Ground & Building Signs_R2

MISC. EXISTING SIGNAGE — LEAVE AS-IS

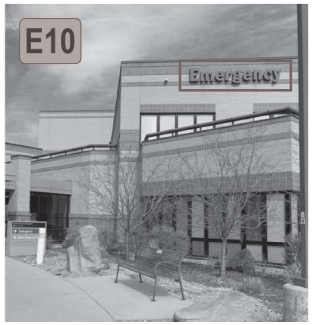
Scale: NTS

AVISTA ADVENTIST HOSPITAL PUD, 6TH AMENDMENT
LOT 2, HEALTH PARK SUBDIVISION FILING NO. 6
CASE #: PUD-000518-2024





EXISTING 2'-6"h x 15'-0"w LETTERS TO REMAIN.



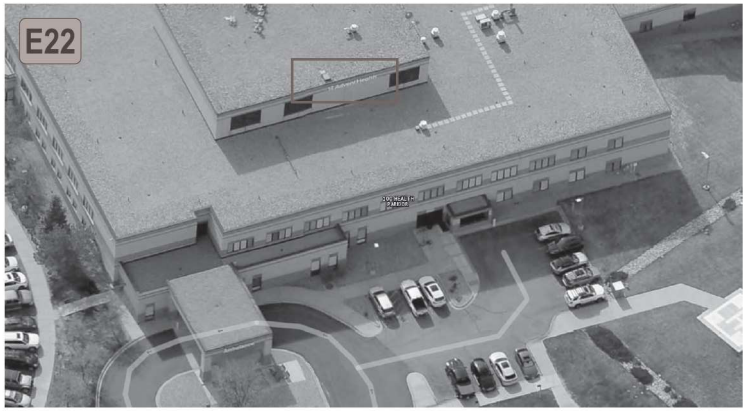


EXISTING EMERGENCY LETTERSET TO REMAIN AS-IS





EXISTING 10"h x 6'-1"w LETTERS TO REMAIN.



EXISTING 2'-3-5/8" x 20'-9-3/4" ADVENT HEALTH LETTERSET TO REMAIN AS-IS

BOULDER ASSOCIATES
1426 PEARL STREET, SUITE 300
BOULDER, COLORADO 80302
303.499.7795

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PROJECT P246572.00

PUD AMENDMENT - ADVENTHEALTH AVISTA HOSPITAL SIGNAGE

DATE 6/14/24

REVISIONS

	DESCRIPTION	DATE
1	COMMENT RESPONSE	01/16/25
2	CONDENSED PAGES	4/15/25

SHEET TITLE

ADDITIONAL SIGNS LEAVE AS-IS

SHEET NUMBER

20

SHEET 20 OF 20

4/7/2025
K:\ACCOUNTS\AVAVENT HEALTH\LOCATIONS\2025\CO\000_boulder\dwg\000_Avista_Permit_PUD_Ground & Building Signs_R2

RESOLUTION NO. 7
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF A PLANNED UNIT DEVELOPMENT AMENDMENT TO REPLACE EXISTING FREESTANDING SIGNS AND ADD A NEW WALL SIGN TO THE HOSPITAL PROPERTY AT 100 HEALTH PARK DRIVE.

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a planned unit development amendment to allow the replacement of existing directional signage and the installation of a new wall sign located at 100 Health Park Drive; and

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

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on May 8, 2025 where evidence and testimony where entered into the record.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of a planned unit development amendment to allow the replacement of existing freestanding signs and the addition of a new wall sign on the hospital campus at 100 Health Park Drive.

PASSED AND ADOPTED this 8th day of May, 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Cullen Choi, Secretary
Planning Commission

City of Louisville

City Council

June 3, 2025

100 Health Park Drive

Resolution No. 37, Series 2025 recommending approval of a PUD Amendment to replace existing freestanding signs and add a new wall sign to the hospital property at 100 Health Park Drive.

City of Louisville

Summary

- Planned Unit Development (PUD) Amendment for new sign package
- Lots 2-4 of AdventHealth Avista Hospital property
- Replacing 9 freestanding signs
- Relocating 1 freestanding sign
- Removing 1 freestanding sign
- Adding 1 wall sign



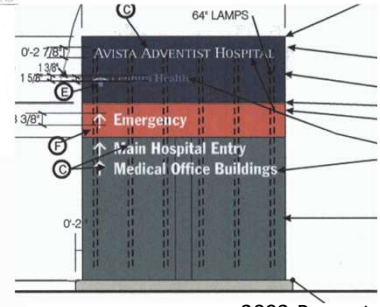
City of Louisville

Background

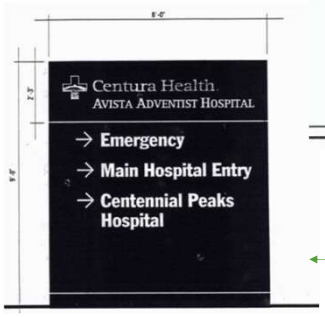
- Centennial Park Hospital PUD approved in 1989
  - PUD Amendment in 1990 – Master Sign Plan
- Avista Adventist Hospital PUD approved in 1998
  - Administrative sign package PUD Amendment approved 1997
- Current signage from 2002 permit set



1990



2002-Present

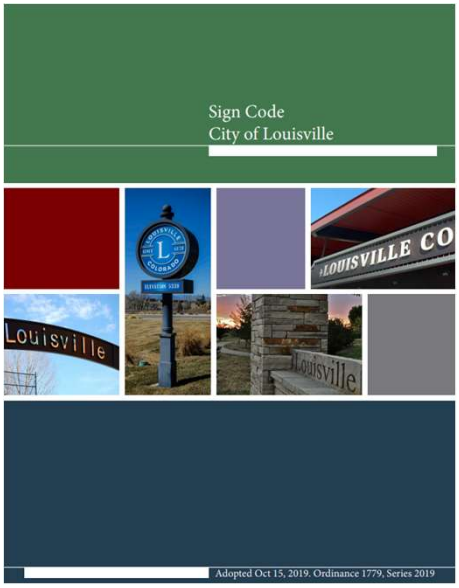


1997

City of Louisville

Background

- Original sign regulations adopted in 1981
  - Various updates from 1981-2006
- City-wide Sign Code adopted in 2019
  - Repealed all previous sign regulations
- All new signage must comply with 2019 Sign Code



City of Louisville

Proposal

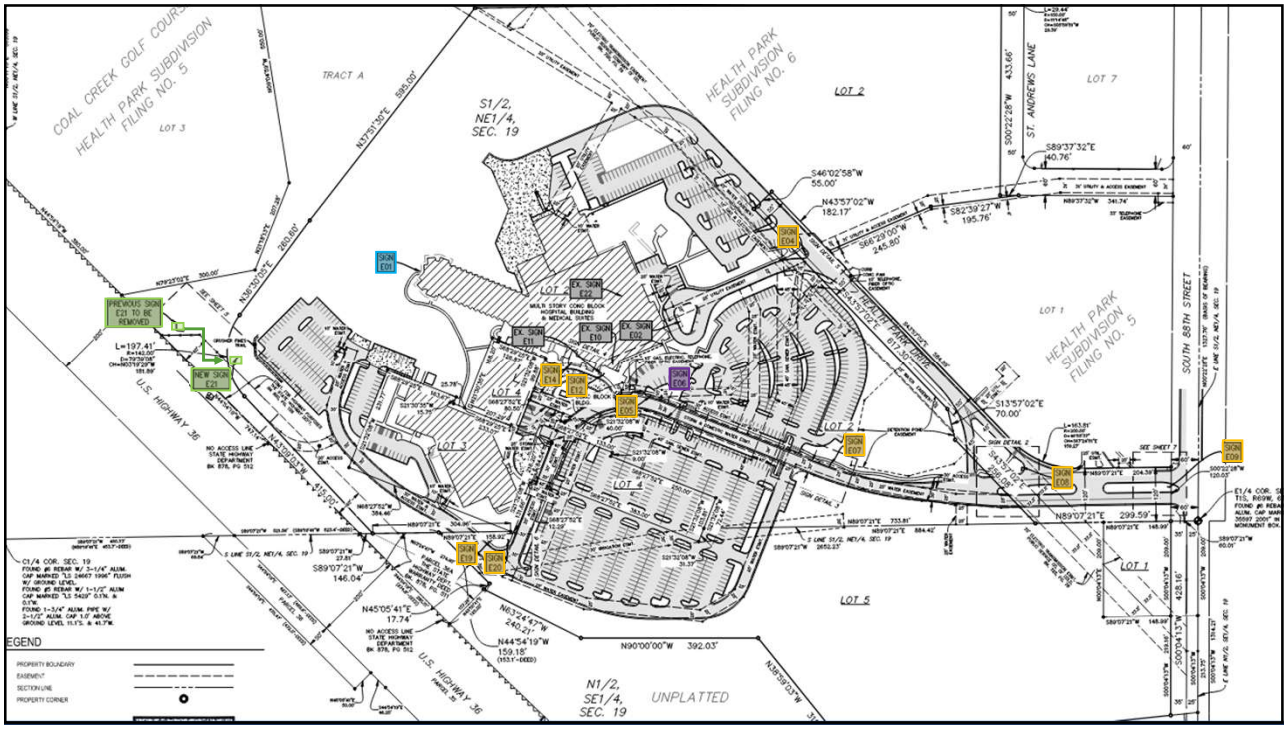
- Replace 9 existing freestanding signs
- Relocate 1 existing freestanding sign
- Remove 1 existing freestanding sign
- Add 1 new wall sign
- 5 sign waiver requests







City of Louisville

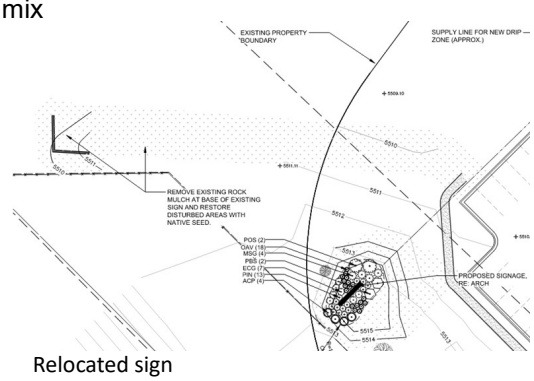


Proposal

- Signs to improve wayfinding
- Replacement signs are similar in size as existing (Table 1)
- New sign facing US 36 will be 10 feet tall and have landscaped base
  - Existing sign site will be reseeded with native seed mix
- New wall sign to be 4.4 feet tall and 131.7 SF

Table 1. Proposed and Existing Sign Sizes

Sign Number	Existing Height (feet)	Proposed Height (feet)	Existing Area (square feet)	Proposed Area (square feet)
E04	4.1	4	20.6	16.5
E05	4.1	4	12.4	16.5
E07	5.7	6	27.5	24.8
E08	10	12	80	63.4
E09	14	12	112.3	63.4
E12	4.1	4	20.6	21.9
E14	4.1	4	20.6	16.5
E19	4.1	4	12.4	16.5
E20	4.1	4	12.4	16.5



Relocated sign

City of Louisville

Sign Waivers

1. Allow the quantity of freestanding signs to exceed the maximum number permitted.
2. Waive the requirement of an architectural base and border from all freestanding signs.
3. Waive the landscaping requirement at the base of freestanding signs.
4. Allow illumination of red background on five freestanding signs.
5. Allow the area of the wall sign to exceed the maximum area permitted.

City of Louisville

Analysis

- Five waivers requested, otherwise meets Sign Code criteria.
- Freestanding signs meet height and area criteria.
- Relocated sign meets all criteria.
- Wall sign meets size criteria with waiver consideration.



City of Louisville

Analysis: Waivers

- Waivers for freestanding signs align with character, scale and placement of previously approved signage on the campus.
- Waiver for wall sign is scaled appropriately for placement and visibility.
- Proposal is otherwise in conformance with regulations of the Sign Code.

City of Louisville

Staff Recommendation

Staff recommend approval of Resolution 37, Series 2025, a Planned Unit Development (PUD) Amendment to replace existing freestanding signs and add a new wall sign on the hospital campus with no conditions.

City of Louisville

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

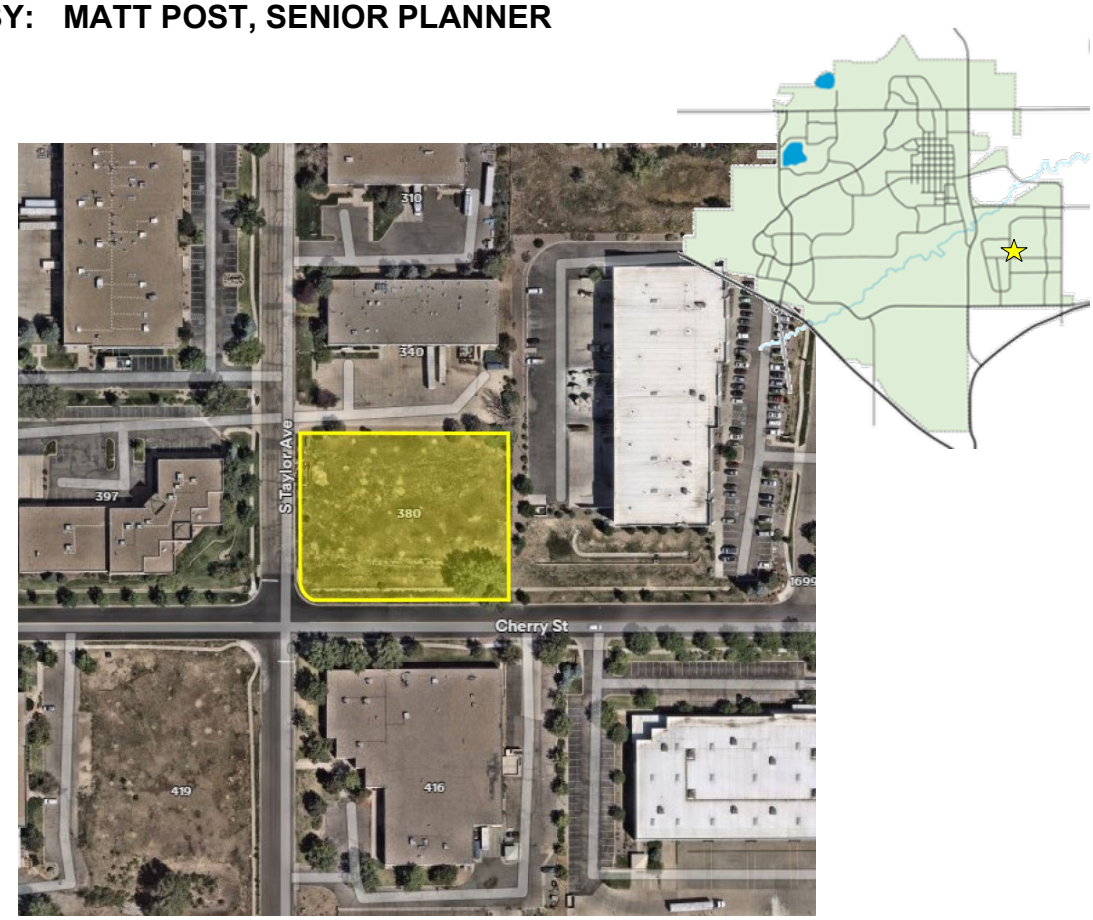
SUBJECT: **RESOLUTION NO. 38, SERIES 2025 – A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW CONSTRUCTION OF A 7,150 SQUARE-FOOT INDUSTRIAL BUILDING AND A 7,000 SQUARE-FOOT INDUSTRIAL BUILDING AT 380 S TAYLOR AVENUE**

DATE: **JUNE 3, 2025**

PREPARED BY: **MATT POST, SENIOR PLANNER**

PRESENTED BY: **MATT POST, SENIOR PLANNER**

VICINITY MAP:



SUMMARY:
The applicants and property owners, Don Russell and Dmytri Kalchyk, seek approval for a final Planned Unit Development (PUD) to facilitate the construction of two industrial buildings, measuring 7,150 square feet and 7,000 square feet, respectively, along with associated site improvements.

BACKGROUND / PRIOR DISCUSSIONS:
The subject property is a vacant 1.2-acre lot located in the Colorado Technology Center (CTC). It is zoned Industrial (I), and development is primarily governed by the Industrial Development Design Standards and Guidelines (IDDSG). The property is a corner lot with frontage on Cherry Street and Taylor Avenue.

- The City Council approved the Colorado Technological Center First Filing plat for the property in 1979.

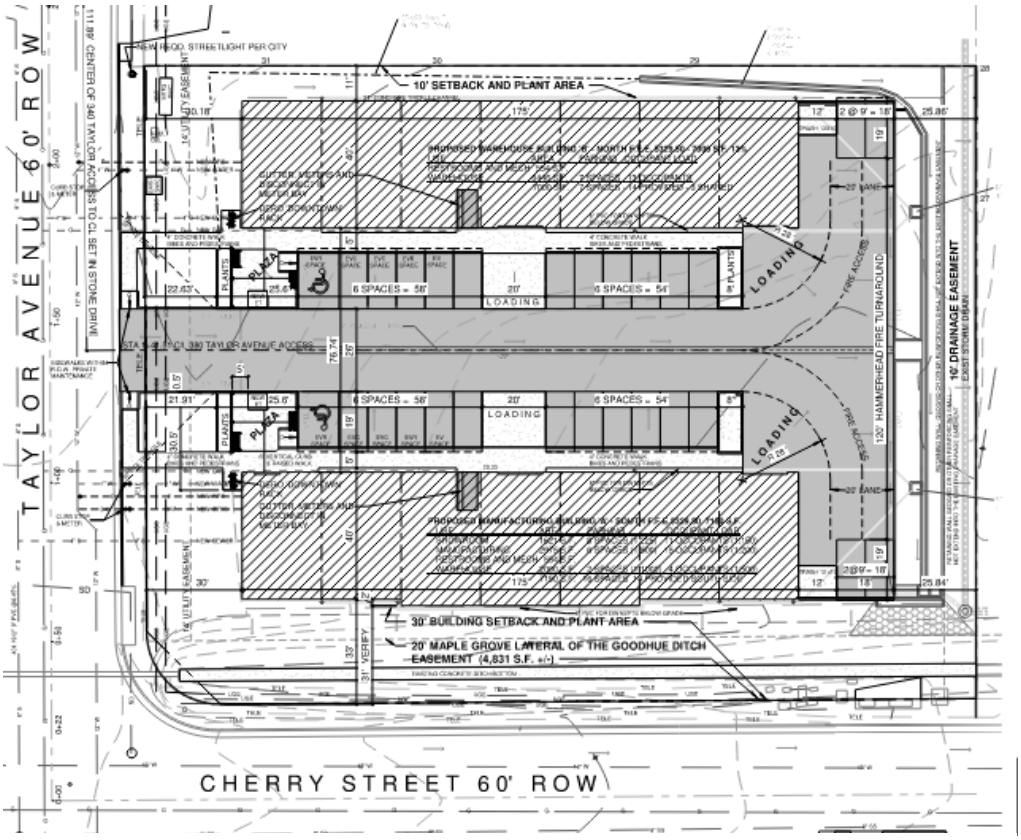
- The Colorado Technological Center Lots 17 & 18, Block 6 PUD was approved by the City Council in March of 2001. The PUD included an 8,000 square-foot building on the subject property, and an addition to the existing building on the property directly to the north, with a shared access drive from Taylor Avenue. The PUD was approved, and the site has remained vacant.



Vicinity Map

DEVELOPMENT PROPOSAL:
The application proposes the development of two industrial buildings, measuring 7,150 square feet and 7,000 square feet, respectively, resulting in a total building footprint of 14,150 square feet. The proposed use includes indoor manufacturing and fabrication, which is permitted by-right in the Industrial Zoning District. Parking, loading, and service areas are located internal to the site, while two plaza areas with landscaping and seating

are included at both building entrances. A single access point is provided on the west side of the site via Taylor Avenue, facilitating access to both buildings. Water quality and detention facilities are on the east side of the site, between the buildings and the property boundary.



Site Plan

The site's primary access point provides entry to the parking area, which accommodates 24 off-street parking spaces. This includes two electric vehicle (EV) charging stations, three EV-ready spaces, and four EV-capable spaces. To support the operational requirements of the Louisville Fire Protection District, a hammerhead turn-around is incorporated on the east side of the site. Additionally, two screened trash enclosures are provided, serving each building.

Sidewalks are not required for this development, as there are no existing sidewalks adjacent to the site along the north side of Cherry Street or the east side of Taylor Avenue. Sidewalks are, however, present along the south side of Cherry Street and the west side of Taylor Avenue.

Landscaping constitutes 35.2 percent of the site, exceeding the 25 percent requirement set by the IDDSG. A waiver has been requested from Section 5.1.D.2 of the IDDSG, which

requires the planting of one deciduous tree for every 20 linear feet of street frontage within the right-of-way. The site is heavily encumbered by easements and associated utilities directly adjacent to street frontages, which will preclude the planting of trees in those areas (further analysis is provided below). In total, 37 trees will be planted on the site, in addition to the preservation of two mature cottonwoods along the southeast frontage.

The building will be constructed using architectural metal panels featuring varying texture and colors. Both buildings incorporate variations in roof form and pitch, with enhanced building entries that include storefront entry systems, architecturally appropriate awnings, and plaza spaces for seating. The south building presents an articulated façade along Cherry Street, while both buildings feature increased transparency and architecturally appropriate awnings on the west elevations facing Taylor Avenue. Service and loading areas are internal to the site, with screening provided where necessary. The south building will vary in height from 15’ 10” to just over 25 feet, while the north building is proposed at just over 23 feet tall with varying roof forms. The variations in height and material texture, along with a focus on entry features, add architectural interest and are well-suited to the Industrial zone district. The color palette will consist of neutral white and gray colors.



Southwest Elevation



West Elevation

As part of this application, the applicant is requesting a waiver from IDDSG Sec. 4.5.1.A, which prohibits the use of metal as façade material. The applicant is also requesting a waiver from IDDSG Sec. 1.2.D, which requires varying building setbacks for multiple buildings on a site. Additional analysis is provided below.

ANALYSIS

Planned Unit Development

The PUD is subject to the IDDSG and the review criteria in Section 17.28.120 of the Louisville Municipal Code (LMC).

IDDSG Analysis

IDDSG: 1. Site Planning

This application complies with site standards, including all minimum setbacks and building and site orientation standards. Site coverage meets the minimum requirements for landscape coverage with over 30%. Loading docks and service areas are located internal to the site on the non-street-facing side of the buildings, while the trash enclosures are located on the east side of the site (internal) and screened from view. The proposal meets the site standards for site grading and drainage in the IDDSG.

IDDSG: 2. Vehicular Circulation and Parking

Access is accommodated by a single drive from Taylor Avenue. The drive aisles and overall site circulation patterns were designed for ease of vehicular entry and exit and will accommodate access for fire and service needs on the property. The parking lot meets all IDDSG design requirements.

IDDSG: 3. Pedestrian and Bicycle Circulation

The applicant has included internal pedestrian paths that maintain a minimum, unobstructed width of 5 feet. Bicycle parking is located near the main entrances of both buildings. Due to the lack of sidewalk continuity around this site, public sidewalks are not included as part of this proposal.

IDDSG: 4. Architectural Design

The building layouts include primary, storefront-style entries that are clearly identifiable from the primary access point. Service entries and loading areas are internal to the site, and mechanical equipment is recessed into the building façade. The building incorporates architectural features to reduce the apparent massing of the building including roofline variation, color variation, and building articulation. With the requested waiver, the materials and color palette of the building satisfy the standards required by the IDDSG.

IDDSG: 5. Landscape Design

Due to the presence of easements and associated utility infrastructure, the ability to incorporate planting along Cherry Street and Taylor Avenue is significantly restricted. As a result, the applicant has requested a waiver from the requirement to plant one tree per 20 linear feet in the streetscape right-of-way. The required trees will be provided in other areas on the site, with a total of 37 trees planned, in addition to the preservation of two mature cottonwood trees on the southeast portion of the site. The remainder of the site is landscaped with 151 low-water shrubs, and a fine fescue, low-water grass blend is proposed on all other areas of the site.

IDDSG: 6. Fences and Walls

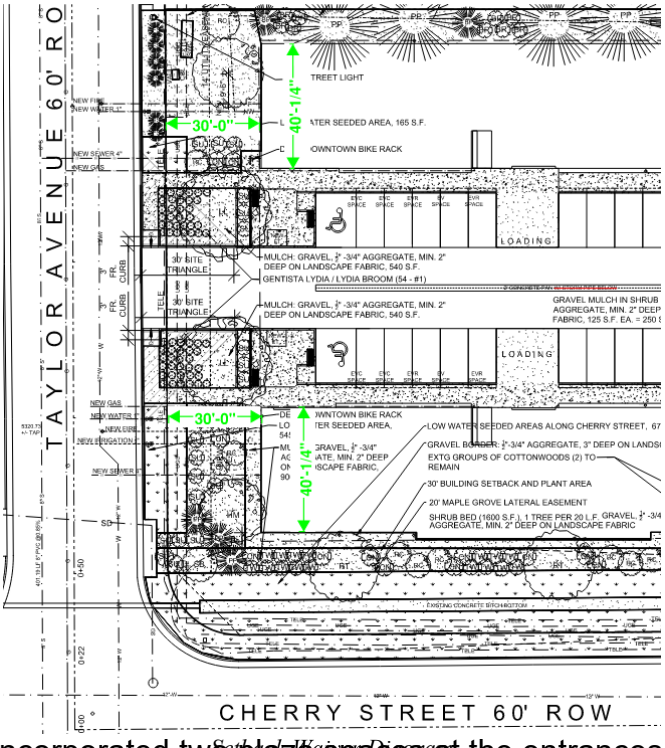
The application includes a retaining wall associated with grading, drainage, and detention along the east side of the site. The proposed retaining wall will be a maximum of 4 feet high and complies with IDDSG standards.

IDDSG: 8. Exterior Site Lighting
The application includes wall mounted LED lights. All fixtures are full cut-off, with warm light temperatures and are in conformance with IDDSG standards.

Compliance with 17.28.120
Section 17.28.120 of the Louisville Municipal Code lists 28 criteria for PUDs that must be satisfied or found not applicable to approve a PUD. Analysis and staff's recommended finding of each criterion is provided in the attached appendix.

Waiver Compliance with 17.28.110
Section 17.28.110 of the Louisville Municipal Code sets forth the PUD waiver process and criteria. The application includes the following waiver requests:

- Section 1.2.D of the IDDSG mandates that multibuilding proposals incorporate varied building setbacks to promote visual interest along the street. This requirement applies to the portion of the development facing Taylor Avenue. The applicant has requested a waiver from this standard, proposing that both buildings be setback 30 feet from Taylor Avenue, which aligns with the minimum setback requirement for the zoning district.



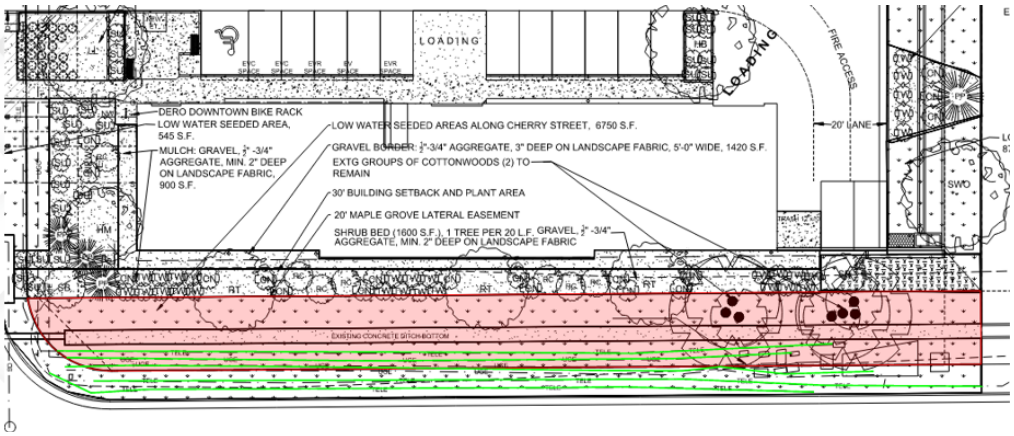
Setback Waiver Diagram

The subject property, being a corner lot, is subject to two 30-foot street setbacks and a 15-foot rear setback (opposite Taylor Avenue). To enhance the visual appeal of the development, the applicant has incorporated two plaza spaces at the entrances, along with enhanced landscaping features. Furthermore, the building lengths along Taylor Avenue are 40 feet each, totaling 80 feet along a lot frontage of 198 feet. Staff find that the requested waiver is reasonable and aligns with the intent of the varied setback standard, given the inclusion of enhanced entry features and the relatively minor percentage of building frontage proposed along Taylor Avenue.

- Section 4.5.1.A of the IDDSG discourages the use of the metal as an exterior cladding material. The applicant is requesting a waiver from this design standard to allow ribbed metal paneling as an exterior material.

  Metal cladding materials have become increasingly architecturally appropriate and are now considered a durable and sustainable option for design. In addition to their aesthetic appeal, these materials offer fire resistance and can be easily maintained over time, making them a practical choice for modern construction. Adjacent sites have successfully incorporated metal cladding into their façade design. Staff find this request to be reasonable and consistent with previous approvals in the CTC.

- Section 5.1.D.2 of the IDDSG requires one street tree for every 20 linear feet of lot frontage. The subject property is significantly encumbered by utility and ditch easements in the areas designated for street tree planting, which limits the applicant's ability to plant trees in these spaces. In response, the applicant has provided the required number of trees on-site, including 14 trees along the south side (Cherry Street) and nine trees along the west side (Taylor Avenue), totaling 37 trees across the property. Staff support the request for a waiver in consideration of the existing easements on the site.



Easement Exhibit

- Section 2.1.1.C of the IDDSG requires a two-way drive aisle width of 28 feet. The applicant is requesting a waiver to allow a reduced drive aisle width of 26 feet. Staff supports this request, as the Louisville Fire Protection District has confirmed that a 26-foot width is sufficient to accommodate emergency access on the site. Additionally, a 26-foot drive aisle width aligns with modern development practices for efficient site design and functionality.

2025 COUNCIL WORK PLAN:
This project supports the City Council's priority of Economic Vitality by facilitating business attraction and retention, encouraging local employment opportunities, and expanding the City's industrial base. These efforts align with the City's commitment to maintaining a business-friendly atmosphere by supporting continued economic development.

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

ALTERNATIVES:
The City Council may approve, approve with conditions, or deny the application based on compliance with the relevant review criteria and waiver criteria.

PUBLIC COMMENTS:
No public comments have been received as of the date of this report.

PLANNING COMMISSION RECOMMENDATION:
On April 10, 2025, The Planning Commission recommended approval of Resolution 5, Series 2025, approval of a Planned Unit Development Amendment to allow two new industrial buildings and associated site improvements with the following condition:

- A note shall be added to the PUD that states the following: *The details of this Planned Unit Development shall be fully implemented in a single phase. A core and shell Certificate of Completion shall be issued for one building on site, prior to the issuance of a Certificate of Occupancy for the other building*

STAFF RECOMMENDATION:
Staff recommend approval of Resolution No. 38, Series 2025, approving a Planned Unit Development (PUD) Amendment to allow two new industrial buildings and associated site improvements at 380 S Taylor Avenue.

ATTACHMENTS:
1. Resolution No. 38, Series 2025
2. Planning Commission Resolution
3. Planning Commission Minutes
4. Application Materials

APPENDIX: PUD Criteria Analysis – 380 S Taylor Avenue PUD

Criteria 17.28.120 (A)	Finding	Narrative
1. An appropriate relationship to the surrounding area.	Compliant	The use is appropriate for the area and permitted in the Industrial zone district. The site design is consistent with the context of the surrounding area.
2. Circulation in terms of the internal street circulation system, designed for the type of traffic generated, safety, separation from living areas, convenience, access, and noise and exhaust control. Proper circulation in parking areas in terms of safety, convenience, separation and screening.	Compliant	The application provides for adequate and safe internal circulation.
3. Consideration and provision for low and moderate-income housing	Not applicable	The property is zoned Industrial; residential uses are not allowed.
4. Functional open space in terms of optimum preservation of natural features, including trees and drainage areas, recreation, views, density relief and convenience of function	Compliant	The PUD complies with landscape requirements in Chapter 5 of the IDDSG with the requested waiver.
5. Variety in terms of housing types, densities, facilities and open space	Not applicable	The property is zoned Industrial; residential uses are not allowed.
6. Privacy in terms of the needs of individuals, families and neighbors	Compliant	The PUD complies with site planning provisions in the IDDSG, assuring appropriate privacy of neighboring properties.
7. Pedestrian and bicycle traffic in terms of safety, separation, convenience, access points of destination and attractiveness	Compliant	The PUD complies with pedestrian and bicycle requirements in the IDDSG, ensuring adequate pedestrian and bicycle access.
8. Building types in terms of appropriateness to density, site relationship and bulk	Compliant	The PUD complies with site planning and building height requirements in the IDDSG, ensuring an appropriate bulk for buildings and relationship to other developments in the CTC.
9. Building design in terms of orientation, spacing, materials,	Compliant	The PUD complies with the architectural design and site

color, texture, storage, signs and lighting		planning requirements in the IDDSG with the requested waiver. The design incorporates adequate articulation, building materials, and site configuration.
10. Landscaping of total site in terms of purpose, such as screening, ornamental types used, and materials used, if any; and maintenance, suitability and effect on the neighborhood	Compliant	The PUD complies with landscape requirements in Chapter 5 of the IDDSG with approval of the requested tree waiver. Adequate screening between similar uses is provided and includes compatible landscaping for the CTC.
11. Compliance with all applicable development design standards and guidelines and all applicable regulations pertaining to matters of state interest, as specified in chapter 17.32	Compliant	The PUD complies with all applicable development design standards and guidelines.
12. None of the standards for annexation specified in chapter 16.32 have been violated	Not applicable	No annexation.
13. Services including utilities, fire and police protection, and other such services are available or can be made available to adequately serve the development specified in the final development plan	Compliant	The Public Works Department and Louisville Fire District reviewed the PUD and it meets their requirements. Other key utility providers are available to serve the development.

Criteria 17.28.120 (B)	Finding	Narrative
1. Development shall be in accordance with the adopted elements of the comprehensive development plan of the city, and in accordance with any adopted development design standards and guidelines.	Compliant	The PUD complies with the adopted elements of the comprehensive plan, and the adopted development design standards and guidelines.
2. No structures in a planned unit development shall encroach upon the floodplain. Existing bodies of water and existing stream courses shall not be channelized or altered in a planned unit development plan.	Compliant	The property is neither located in a floodplain nor are there any bodies of water in the area.

3. No occupied structure shall be located on ground showing severe subsidence potential without adequate design and study approved specifically by the city.	Compliant	There is no known subsidence on the property.
4. The proposal should utilize and preserve existing vegetation, land forms, waterways, and historical or archeological sites in the best manner possible. Steep slopes and important natural drainage systems shall not be disrupted. How the proposal meets this provision, including an inventory of how existing vegetation is included in the proposal, shall be set forth on the landscape plan submitted to the city.	Compliant	The PUD is appropriate for the context of the existing conditions of the property.
5. Visual relief and variety of visual sitings shall be located within a development in the overall site plan. Such relief shall be accomplished by building placements, shortened or interrupted street vistas, visual access to open space and other methods of design.	Compliant	The PUD complies with site planning requirements in the IDDSG, ensuring proper building placement, vistas, and access to open space.
6. Open space within the project shall be located in such a manner as to facilitate pedestrian use and to create an area that is usable and accessible to residents of surrounding developments.	Compliant	The PUD complies with requirements in the IDDSG.
7. Street design should minimize through traffic passing residential units. Suggested standards with respect to paving widths, housing setbacks and landscaping are set forth in public works standards of the city and applicable development design standards and guidelines. The system of streets, including parking lots,	Compliant	The PUD complies with requirements in the IDDSG, ensuring properly designed landscaping adjacent to public streets.

shall aid the order and aesthetic quality of the development.		
8. There shall exist an internal pedestrian circulation system separate from the vehicular system such that allows access to adjacent parcels as well as to parks, open space or recreation facilities within the development. Pedestrian links to trail systems of the city shall be provided.	Compliant	The PUD complies with bicycle and pedestrian requirements in the IDDSG, ensuring adequate pedestrian and bicycle access.
9. The project and development should attempt to incorporate features which reduce the demand for water usage.	Compliant	The PUD proposes water use consistent with expectations for the CTC development. Plant material has been grouped into similar water-requirement irrigation zones.
10. Landscape plans shall attempt to reduce heating and cooling demands of buildings through the selection and placement of landscape materials, paving, vegetation, earth forms, walls, fences, or other materials.	Compliant, with condition	The PUD complies with landscape requirements in the IDDSG, with the requested waiver.
11. Proposed developments shall be buffered from collector and arterial streets. Such buffering may be accomplished by earthen berms, landscaping, leafing patterns, and other materials. Entrance islands defining traffic patterns along with landscaping shall be incorporated into entrances to developments.	Compliant	The PUD complies with the requirements of the IDDSG and includes adequate landscaping and buffering from adjacent streets and properties of the same or similar uses.
12. There shall be encouraged the siting of lot arrangement, building orientation and roof orientation in developments so as to obtain the maximum use of solar energy for heating.	Compliant	The PUD provides a structure oriented towards the south with an unshaded roof so that solar energy may be utilized in the future.
13. The overall PUD shall provide a variety of housing types.	Not applicable	The property is zoned Industrial; residential uses are not allowed.

14. Neighborhoods within a PUD shall provide a range of housing size.	Not applicable	The property is zoned Industrial; residential uses are not allowed.
15. Architectural design of buildings shall be compatible in design with the contours of the site, compatible with surrounding designs and neighborhoods, shall promote harmonious transitions and scale in character in areas of different planned uses, and shall contribute to a mix of styles within the city.	Compliant	The PUD proposes architecture that is compatible in design with the contours of the site, with surrounding buildings, and neighborhoods.

RESOLUTION NO. 38
SERIES 2025

A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW CONSTRUCTION OF A 7,150 SQUARE-FOOT INDUSTRIAL BUILDING AND A 7,000 SQUARE-FOOT INDUSTRIAL BUILDING AT 380 S TAYLOR AVENUE

WHEREAS, there has been submitted to the City Council an application for a final Planned Unit Development Amendment ("PUD Amendment") to allow construction of two industrial buildings, measuring 7,150 square feet and 7,000 square feet, at 380 Taylor Avenue; Lot 18, Block 6, Colorado Technological Center Filing 1; and

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

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on April 10, 2025, at which hearing evidence and testimony were entered into the record and the Planning Commission voted unanimously in favor of recommending approval; and

WHEREAS, the City Council has considered the application at a duly noticed public hearing on June 3, 2025, at which hearing evidence and testimony were entered into the record, including the findings in the Louisville City Council staff report dated June 3, 2025.

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

Section 1. The City Council of the City of Louisville, Colorado does hereby approve a Planned Unit Development Amendment allow construction of a 7,150 square-foot industrial building and 7,000 square-foot industrial building at 380 S Taylor Avenue.

PASSED AND ADOPTED this 3rd day of June 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 5
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF A PLANNED UNIT DEVELOPMENT AMENDEMNT TO ALLOW CONSTRUCTION OF A 7,150 SQUARE-FOOT INDUSTRIAL BUILING AND A 7,000 SQUARE-FOOT INDUSTRIAL BUILDING AT 380 TAYLOR AVENUE.

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a final planned unit development amendment to allow construction of two industrial buildings, measuring 7,150 square feet and 7,000 square feet, at 380 Taylor Avenue; Lot 18, Block 6, Colorado Technological Center Filing 1; and

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

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on April 10, 2025 where evidence and testimony where entered into the record.

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of a final planned unit development amendment to allow construction of two industrial buildings, measuring 7,150 square feet and 7,000 square feet, at 380 Taylor Avenue

PASSED AND ADOPTED this 10th day of April 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Ben Diehl, Secretary
Planning Commission

City of Louisville
COLORADO • SINCE 1878

Planning Commission
Meeting Minutes
April 10, 2025
City Hall, Council Chambers
749 Main Street
6:30 PM

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

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

Commission Members Present:	Steve Brauneis, Chair Debra Baskett, Vice Chair Cullen Choi, Secretary David Bangs Jennifer Hunt Jonathan Mihaly Jeff Moline
Staff Members Present:	Jeff Hirt, Planning Manager Matt Post, Senior Planner Ben Jackson, Planning Clerk

APPROVAL OF AGENDA

Motion to approve the agenda was moved by **Hunt**, seconded by **Choi**, and adopted by voice vote.

APPROVAL OF AGENDA

Motion to approve the minutes for the February 13, 2025 meeting was moved by **Mihaly**, seconded by **Bangs**, and adopted by voice vote.

Motion to approve the minutes for the February 27, 2025 meeting was moved by **Choi**, seconded by **Bangs**, and adopted by voice vote, with **Mihaly** and **Brauneis** abstained.

Motion to approve the minutes for the March 2025 meeting was moved by **Bangs**, seconded by **Hunt**, and adopted by voice vote, with **Choi** abstained.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None were heard.

PUBLIC HEARING ITEMS – NEW BUSINESS

a. **Planned Unit Development – 517 S Arthur Ave:** Consideration of Resolution 4 to approve a Planned Unit Development Amendment to allow a new industrial/flex building at 517 S Arthur Avenue in the Colorado Technology Center.

Staff Presentation:
Post introduced the presentation for the PUD Amendment. Noted the property was in the CTC, currently vacant lot, zoned for industrial use, one of smallest lots in CTC. Covered proposed site plan, design, landscaping, and parking reduction request. Noted requirement that site needed detention and water quality pond for all sites in CTC. Warehouse is use by right in the CTC.

Staff Recommendation:
Staff recommended approval of Resolution 4, Series 2025.

Commissioner Questions of Staff:
Moline asked about number of parking spaces review process, about whether they had considered needs for future occupants of the site.
Post said valid concern, not part of review, related directly to the proposed design of the warehouse, any future amendment would require additional examination.
Brauneis noted that no on-street parking allowed by CTC, but…
Post clarification.
Mihaly on potential future PUD amendment. Concern about parking.
Post noted staff would need to carefully review it, because office use is a special review use, and would need review.
Moline noted most waivers could be resolved by having smaller building, asked about how this related to review process.
Post said that building size had been reduced over what was initially proposed…
Brauneis on detention ponds.
Post

Applicant Presentation:
None was heard.

Commissioner Questions of Applicant:
Bangs asked about original requested size.
Applicant (find name) said was originally around 19,000 square feet, wanted to maximize balance between warehouse and office space.
Choi asked about size.

Applicant said specific tenant had not yet been identified, but owner had good idea of ratio of office to warehouse that would be most likely to attract a tenant.
Choi asked about threshold?
Post on reduction in building size.

Brauneis on dark sky lighting.
Applicant said… This was a consideration.
Bangs on number of EV spaces.
Applicant said there were 4, 1 EV installed, 1 EV ready, 2 EV capable.
Post clarified numbers, notes in line with EV charging ordinance.

Public Comment:
None were heard.

Applicant Closing Statement:
Applicant noted they typically did large commercial buildings, said that they wanted to do something with some design intent, reflective of area, and more progressive for a warehouse. Emphasized focus on landscaping.

Staff Closing Statement:
None was heard.

Commissioner Discussion:
Choi said had no issue with parking waivers.
Brauneis agreed, said was fix for outdated standards on parking. Said liked landscape proposal…
Mihaly agreed, said no issue with landscape cover reduction due to high quality landscape cover.
Brauneis said fine with setbacks.
Choi said requirements seemed more arbitrary for landscaping and setbacks.
Baskett said generally comfortable with this, fits the space.
Moline said appreciated discussion, comfortable with all the requests.
Bangs
Mihaly on parking ratio, said most of his concerns eased by need for staff review if use were to change.
Hunt was in agreement, thought fit well into other uses.

Motion to approve Resolution 4, Series 2025 was moved by Choi and seconded by Mihaly. Motion was adopted by a vote of 7 to 0.

b. Planned Unit Development – 380 S Taylor Ave: Consideration of Resolution 5 to approve a Planned Unit Development Amendment to allow new industrial buildings at 380 S Taylor Avenue in the Colorado Technology Center.

Staff Presentation:
Post introduced the presentation for the PUD Amendment. Noted was vacant lot in CTC, zoned industrial. Covered proposed layout and design of the warehouse. Noted waiver to allow metal as primary architectural material, and for xxx. (Sorry, still trying to find somewhere to live!)

Staff Recommendation:
Staff recommended approval of Resolution 5, Series 2025 with proposed condition.

Commissioner Questions of Staff:
Extended

Applicant Presentation:
Don Russell, (), was representing the applicant. He showed off some full sized samples of the proposed metal sidings. He explained the condition of the site?

Dymtri Kalchyk, non-resident, owns the property. Said wanted to move his business from Littleton up to Louisville. Was planning to occupy south building for their use, plus wanted to lease out the north building.

Commissioner Questions of Applicant:
Choi asked about durable finished applied to the metal.
Russell said had not decided yet, but suggested xxx.
Bangs asked if shown samples were planned colors.
Russell said yes.
Bangs asked if roof material would be similar.
Russell said same material, but different color and pattern.

Public Comment:
None were heard.

Applicant Closing Statement:
Russell said tried really hard to have it fit in with CTC, noted that the architectural control committee of CTC had approved their design. On landscaping…

Staff Closing Statement:

None was heard.

Commissioner Discussion:
Brauneis noted that design was departure from past designs, but suggested City was ready for it.
Choi…
Mihaly… In support.
Baskett said good use of the site, liked design, would fit into the CTC.
Moline… In support.
Hunt in agreement, appreciated architectural effort, in support.
Bangs in support.
Brauneis in support.

Motion to approve Resolution 5, Series 2025 with the proposed condition was moved by Hunt and seconded by Bangs. Motion adopted by a vote of 7 to 0.

PLANNING COMMISSION COMMENTS

None were heard.

STAFF COMMENTS

None/.

ADJOURNMENT

Motion to adjourn was moved by **Choi**, seconded by **Hunt**, and adopted by voice vote. The Commission adjourned at 8:14pm.

City of Louisville
COLORADO • SINCE 1878

Community Development Department

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): 380 SOUTH TAYLOR AVENUE
Legal Description:
Lot 18 Block 6 Subdivision COLORADO TECHNOLOGICAL CENTER
Lot Area: 52,258 Sq. Ft. or 1.2 Acres

LAND USE PROCESS (check all that apply)

- ☐ Annexation
- ☐ Concept Plan
- ☐ Easement Vacation
- ☐ Oil and Gas
- ☐ General Development Plan (GDP)
  - ☐ Amendment
  - ☐ New GDP
- ☐ Planned Unit Development (PUD)
  - ☐ Amendment
  - ☐ Preliminary
  - ■ New PUD
- ☐ Rezoning
- ☐ Special Review Use (SRU)
  - ☐ Amendment
  - ☐ New SRU
- ☐ Subdivision
  - ☐ Final or Replat
  - ☐ Preliminary Plat
- ☐ Temporary Use Permit
- ☐ Variance
- ☐ Vested Property Right
- ☐ Wireless Facility
- ☐ Other: _____

PROJECT DESCRIPTION:

2 WAREHOUSE/MANUFACTURING BUILDINGS OF 7,000 S.F. EACH, DRAINAGE DESIGN, LANDSCAPE DESIGN.

Property Owner Information

Name: DMYTRI KALCHYK Entity (if applicable) _____
Address: 5366 SOUTH BANNOCK LITTLETON, COLORADO 80120
Phone: 720-421-4066 Email: dmytri@setinstonecolorado.com

Application Representative Information

Name: DON RUSSELL Entity (if applicable) DONATO L RUSSELL ARCHITECTURE LLC
Address: 207 JUDSON STREET LONGMONT, COLORADO 80501
Phone: 303-324-4988 Email: dlr@rmki.net

Certification/Signature

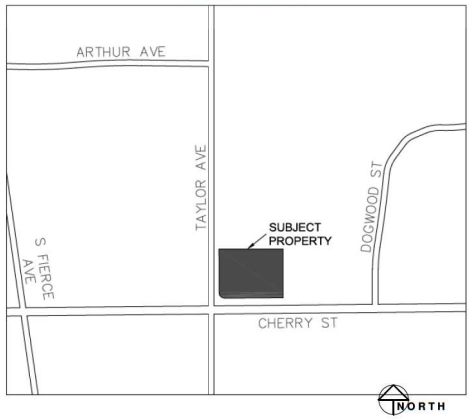
I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

DONATO RUSSELL — DONATO RUSSELL — 6/12/24
Signature* Print Name Date

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: **PUD-000512-2024**

VICINITY MAP



OWNERSHIP SIGNATURE BLOCK
THE UNDERSIGNED AS THE OWNER OF THE LANDS DESCRIBED HEREIN, HEREBY AGREES ON BEHALF OF ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS TO DEVELOP AND MAINTAIN THE PROPERTY DESCRIBED HEREON IN ACCORDANCE AND COMPLIANCE WITH THIS APPROVED PLAN AND THE LOUISVILLE MUNICIPAL CODE.

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF 2024,
DMYTRI KALCHYK
OWNER, SET IN STONE, INC.

BY:_____

_____
NOTARY NAME

_____
NOTARY SIGNATURE **SEAL**

MY COMMISSION EXPIRES _____

PLANNING COMMISSION CERTIFICATE
RECOMMENDED APPROVAL THIS ____ DAY OF _____, 2024 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

CITY COUNCIL CERTIFICATE
APPROVED THIS ____ DAY OF _____, 2024 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____ SERIES _____

_____ _____
MAYOR CITY CLERK SEAL

CLERK AND RECORDER CERTIFICATE:
(COUNTY OF BOULDER, STATE OF COLORADO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT

_____ O'CLOCK ____ . M.

THIS _____ DAY OF _____ , 20 ____

AND IS RECORDED IN PLAN FILE _____ , FEE _____ PAID,

_____ FILM

NO. _____ RECEPTION

BY _____
CLERK & RECORDER

BY _____
DEPUTY

IDDSG - Site Data Table (PDUs and SRUs) (*as of 1.10.23*)

	Required	Existing (if req'd)	Proposed
Total Site Area		52,258	
Site Coverage	75% max / sq ft max	% / sq ft	% / sq ft
Building	14,150		27.1
Parking	4,604		8.8
Driveway	10,725	INCLUDES LOADING	20.5
Total:	29,479		56.4
Landscape Coverage	25% min / sq ft max		
Landscape Area	17,001 (13,064 REQD)		32.5
Hardscape Area	5,773	INCLUDES EXIST TRANSFORMER, KIOSK, TRASH, DITCH, POND	11.1
Total:	100% / SF	100% / SF	100% / SF
Building Height	40' Max.		25'
Setbacks			
North	10' Min.		11'
West	30' Min.		30'
South	30' Min.		31'
East	10' Min.		56'
Parking Spaces			
Standard	22 Min.		26
Accessible	2 Min.		2
EV Installed	2 - 8.3 %	based on	2
EV Ready	3 - 12.5 %	24 total spaces	4
EV Capable	4 - 16.7 %		4
Bicycle	3 Min.		4
Parking Setbacks			
North	10' Min.		10'
West	20' Min.		48'
South	20 Min.		30'
East	10 Min.		26'

WAIVERS REQUESTED:

CODE SECTION	REQUIRED STANDARD	REQUESTED STANDARD
IDDSG SEC. 1.2.D.	VARY BUILDING SETBACKS FOR MULTI-BUILDING PROPOSALS	SITE ORIENTATION AND BOTH BUILDINGS SET BACK 30' FROM TAYLOR AVENUE
IDDSG SEC. 4.5.1.A	EXTERIOR MATERIALS - METAL NOT PERMITTED	*ARCHITECTURAL* METAL CLADDING IS ACCEPTABLE TO THE CTC AND CITY
IDDSG SEC. 5.1.D.2	ONE STREET TREE REQUIRED EVERY 40 LINEAR FEET	KEEPING EXISTING MATURE TREES ON THE SOUTH SITE AND ADDING 3 GIVES AN APPROPRIATE AMOUNT. WEST SIDE OF THE SITE CONSIDERS DRIVEWAY ENTRANCE
IDDSG SEC. 2.1.1.C	DRIVE AISLE WIDTH WAIVER FROM 28 FEET	26' ACCEPTABLE PER FIRE DEPARTMENT AND THE IFC

CONDITION:
THE DETAILS OF THIS PLANNED UNIT DEVELOPMENT SHALL BE FULLY IMPLEMENTED IN A SINGLE PHASE. A CORE AND SHELL CERTIFICATE OF COMPLETION SHALL BE ISSUED FOR ONE BUILDING ON SITE, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE OTHER BUILDING.

SHEET INDEX

1	COVER SHEET
2	DEVELOPMENT PLAN
3	SITE DETAILS
4	SOUTH BUILDING 'A' ELEVATIONS
5	NORTH BUILDING 'B' ELEVATIONS
6	GRADING AND DRAINAGE PLAN
7	DRAINAGE DETAILS
8	SITE UTILITY PLAN
9	LANDSCAPE PLAN
10	LANDSCAPE PLANT MATERIALS
11	SITE LIGHTING PHOTOMETRIC PLAN
12	SITE LIGHTING FIXTURE TYPES

PROJECT NARRATIVE

SET IN STONE REALIZES THIS IS AN IMPORTANT LOCATION IN THE COLORADO TECHNOLOGY CENTER NEIGHBORHOOD. THIS HIGH VISIBILITY SITE, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHERRY STREET AND TAYLOR AVENUE, DEMANDS AN INTERESTING AND EXCITING ARCHITECTURAL SOLUTION.

WE HAVE BEEN INFLUENCED BY EXISTING ARCHITECTURAL METAL BUILDINGS IN THE CTC, SUCH AS THE SPECIALIZED BICYCLE COMPONENT BUILDING, 101 SOUTH TAYLOR AVENUE AND THE SPOT CLIMBING GYM, 1754 DOGWOOD STREET. SET IN STONE HAS CREATED VISUAL INTEREST FOR THEIR WAREHOUSE AND MANUFACTURING BUILDINGS BY DEEMPHASIZING MASS, LENGTH AND HEIGHT OF THE BUILDINGS ALONG TAYLOR AVENUE AND CHERRY STREETS. BY BREAKING UP ROOF LINES AND VARYING ARCHITECTURAL METAL COLORS AND TEXTURES WE BELIEVE WE HAVE MET THOSE DESIGN GOALS.

DUE TO THE NATURE OF OUR CORNER LOT AND 30' SETBACKS ON BOTH WEST AND SOUTH SIDES OF THE SITE, WE BELIEVE THE BUILDING LOCATIONS SUBSTANTIALLY SCREEN PARKING, LOADING AND DRIVEWAY FROM ADJACENT STREETS.

PHASING SCHEDULE
SET IN STONE INTENDS TO BEGIN CONSTRUCTION ON THE SOUTH BUILDING 'A' PURSUANT TO CITY COUNCIL P.U.D. APPROVAL AND BUILDING INSPECTION APPROVAL OF CONSTRUCTION DOCUMENTS.

CONSTRUCTION OF THE NORTH BUILDING 'B' IS EXPECTED TO BEGIN WITHIN THE 3 YEAR TIME LIMIT OF P.U.D APPROVAL.

PROJECT TEAM

OWNER
DMYTRI KALCHYK
SET IN STONE
5366 SOUTH BANNOCK
LITTLETON, COLORADO 80120
PHONE: 720-421-4066 EMAIL: dmytri@setinstonecolorado.com

ARCHITECT
DON RUSSELL
DONATO L RUSSELL ARCHITECTURE LLC
LONGMONT, COLORADO 80501
PHONE: 303-324-4988 EMAIL: dlr@rmi.com

CIVIL ENGINEER
KEN ARMFIELD
ARMFIELD ENGINEERING, LLC
904 ALTA
LONGMONT, COLORADO 80501
PHONE: 720-363-7125 EMAIL:ken@armfieldengineering.com

SITE UTILITIES
E. WAYNE WENTWORTH - CIVIL ENGINEERING DESIGN
202 MAIN STREET, SUITE 4
LONGMONT, COLORADO 80501
PHONE: 303-775-7962 EMAIL: wentwrth@aol.com

LANDSCAPE ARCHITECT
KARLA DAKIN
K. DAKIN DESIGN
1240 LA FARGE AVENUE
LOUISVILLE, COLORADO 80027
303-604-2988 EMAIL:karla@kdakindesign.com

STRUCTURAL ENGINEER
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AZ ENGINEERING
4853 HAMPSHIRE COURT, SUITE 202
NAPLES, FLORIDA 34112
PHONE: 303-667-5089 EMAIL: azengineering@yahoo.com

MECHANICAL ENGINEER
DAVID COOK, P.E.
DAVID COOK ENGINEERING, LLC
7700 E. ACADEMY BLVD UNIT 805
DENVER, COLORADO 80230
PHONE: 303-882-5032 EMAIL: davdcook@dce-llc.com

ELECTRICAL ENGINEER-PHOTOMETRICS
MARK CLARK
MC+ ENGINEERING
8421 STACY DRIVE
FEDERAL HEIGHTS, COLORADO 80260
PHONE: 303-589-6202 EMAIL:mark@mcpluseng.com

PROJECT ANALYSIS

PROJECT DESCRIPTION
NEW GRANITE COUNTERTOP MANUFACTURING FACILITY SOUTH PORTION OF THE SITE, INDUSTRIAL BUILDING FOR LEASE ON THE NORTH PORTION OF THE SITE.

LEGAL DESCRIPTION
LOT 18, BLOCK 6, COLORADO TECHNOLOGICAL CENTER, FIRST FILING, COUNTY OF BOULDER, STATE OF COLORADO

LOT SIZE
52,258 S.F., 1.2 ACRES

ZONING DISTRICT
I - INDUSTRIAL

DESIGN STANDARDS AND GUIDELINES
2018 INTERNATIONAL BUILDING CODE
CITY OF LOUISVILLE INDUSTRIAL GUIDELINES

CONSTRUCTION TYPE
TYPE V-B FULLY FIRE SPRINKLERED

OCCUPANCY CLASSIFICATIONS

PROPOSED MANUFACTURING BUILDING 'A' - SOUTH 7150 S.F. 14%

USE	AREA	PARKING	OCCUPANT LOAD
SHOWROOM	1621 S.F.	8 SPACES (1:225)	11 OCCUPANTS (1:150)
MANUFACTURING	2975 S.F.	6 SPACES (1:500)	15 OCCUPANTS (1:200)
RESTROOMS AND MECH	554 S.F.		
WAREHOUSE	2000 S.F.	2 SPACES (1:1000)	4 OCCUPANTS (1:500)
	7150 S.F.	16 SPACES	14 PROVIDED

PROPOSED WAREHOUSE BUILDING 'B' - 7000 S.F. 13%

USE	AREA	PARKING	OCCUPANT LOAD
RESTROOMS AND MECH	554 S.F.		
WAREHOUSE	6446 S.F.	7 SPACES	13 OCCUPANTS
	7000 S.F.	7 SPACES - 14 PROVIDED	

No.	REVISION DESCRIPTION	DATE

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LONGMONT, COLORADO dlr@rmi.com 303-324-4988

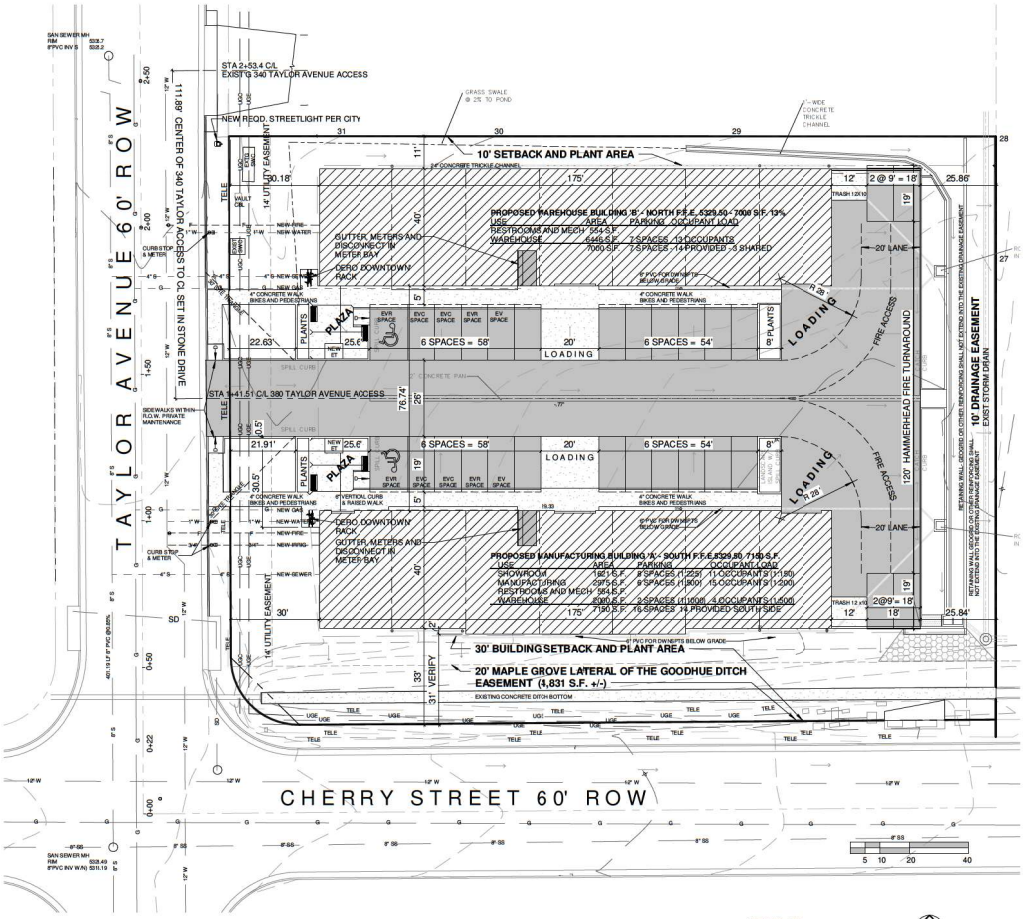
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sheet number 1 of 12

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD-000512-2024

SYMBOL LEGEND

- = CALCULATED POINT
- = FOUND MONUMENT AS NOTED
- = SET, 5X18" REBAR W/PLASTIC CAP STAMPED PLS 38744 (UNLESS OTHERWISE NOTED)
- (R) = RECORD INFORMATION
- (M) = MEASURED INFORMATION
- (C) = CALCULATED INFORMATION
- = WATER VALVE
- = WATER METER
- = TELEPHONE PEDESTAL
- = COMMUNICATION PEDESTAL
- = COMMUNICATION VAULT
- = ELECTRIC BOX
- = ELECTRIC PANEL
- = ELECTRIC TRANSFORMER
- = SANITARY SEWER MANHOLE
- = STORM SEWER MANHOLE
- = FIRE HYDRANT
- = SPOT ELEVATION
- = PROPERTY LINE
- = LOT LINE
- = EASEMENT LINE
- UGE = UNDERGROUND ELECTRIC LINE
- TELE = UNDERGROUND TELEPHONE LINE
- SS = SANITARY SEWER LINE
- SD = UNDERGROUND STORM LINE
- 100 = MAJOR CONTOUR LINE
- = MINOR CONTOUR LINE



No.	REVISION DESCRIPTION	DATE
1	PLANNING/CTC REVISIONS	11/4/24
2	PLANNING REVISIONS #2	2/10/25

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ARCHITECTURE PLANNING RESTORATION
LONGMONT, COLORADO dlr@rmi.com 303-324-4988

date: 6/25/24

sheet number 2 of 12

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: **PUD-000512-2024**



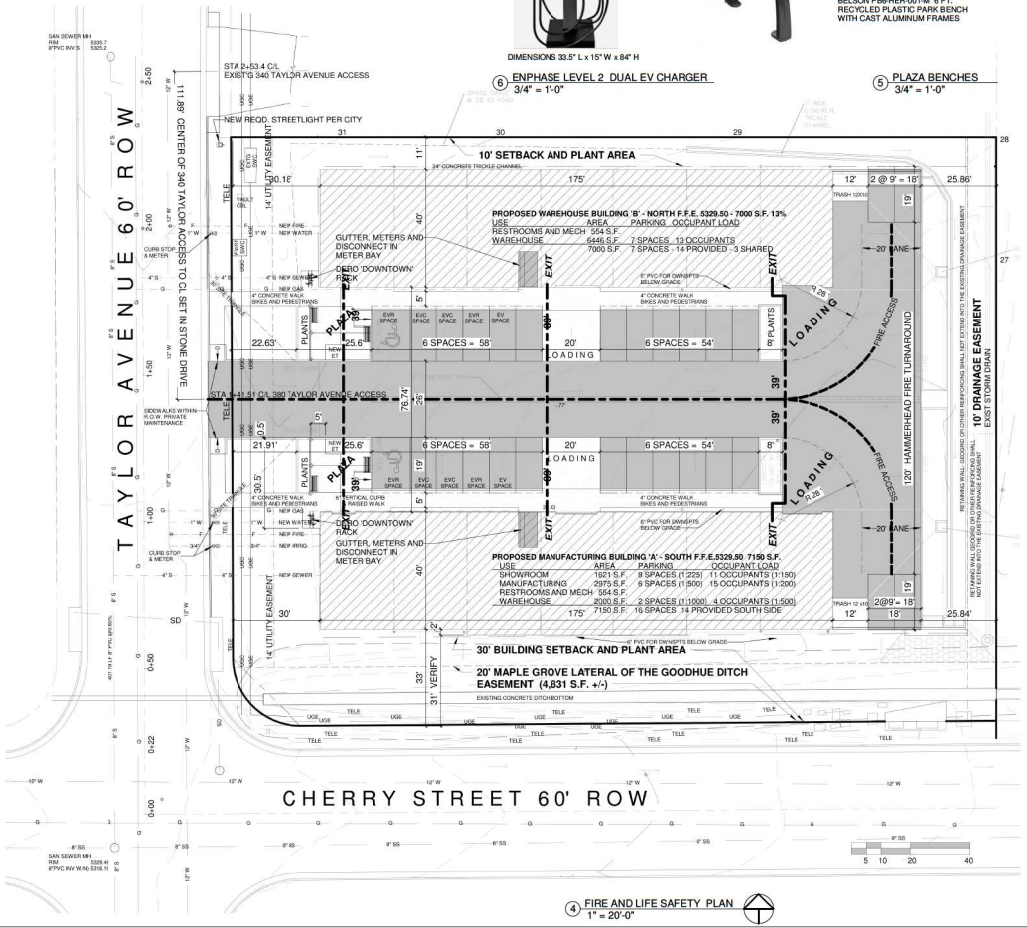
DIMENSIONS 33.5" L x 15" W x 84" H

⑥ ENPHASE LEVEL 2 DUAL EV CHARGER
3/4" = 1'-0"

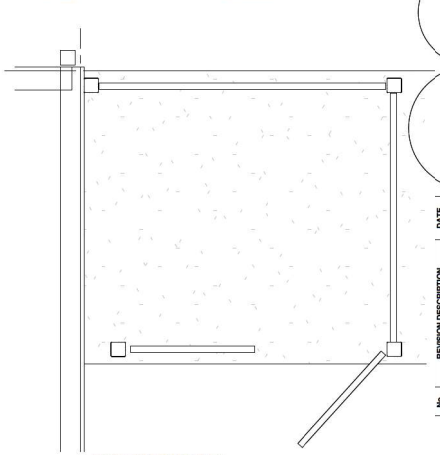


BELSON PB6-HER-001-M 6 FT. RECYCLED PLASTIC PARK BENCH WITH CAST ALUMINUM FRAMES

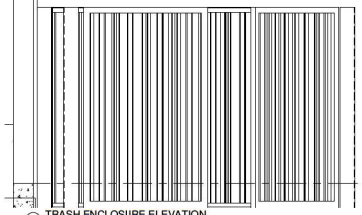
⑤ PLAZA BENCHES
3/4" = 1'-0"



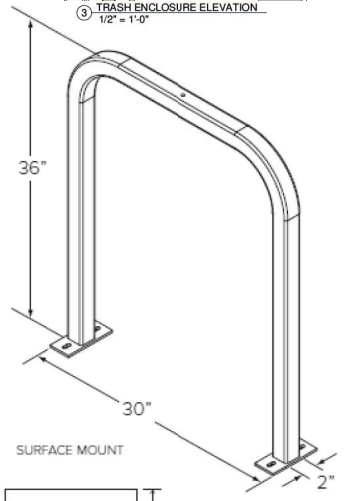
④ FIRE AND LIFE SAFETY PLAN
1" = 20'-0"



② TRASH ENCLOSURE PLAN
1/2" = 1'-0"



③ TRASH ENCLOSURE ELEVATION
1/2" = 1'-0"



① DERO 'DOWNTOWN' BIKE RACK
1/16" = 1'-0"

KEYNOTES

Key Value	Keynote Text

No.	REVISION DESCRIPTION	DATE
1	PUD REVIEW REVISIONS	11/4 /24
2	PUD REVIEW REVISIONS #2	2/10/25

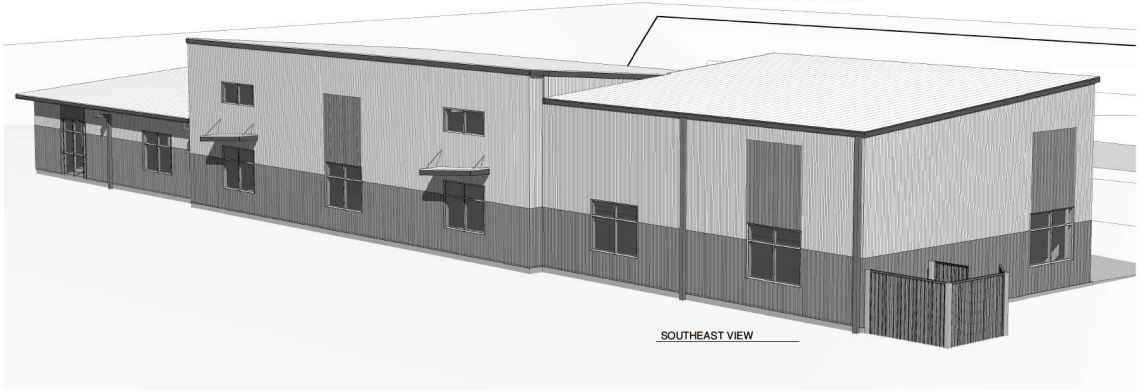
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ARCHITECTURE PLANNING RESTORATION
LONGMONT, COLORADO dlr@rmi.com 303-324-4988

date: 6/25/24

sheet number 3 of 12

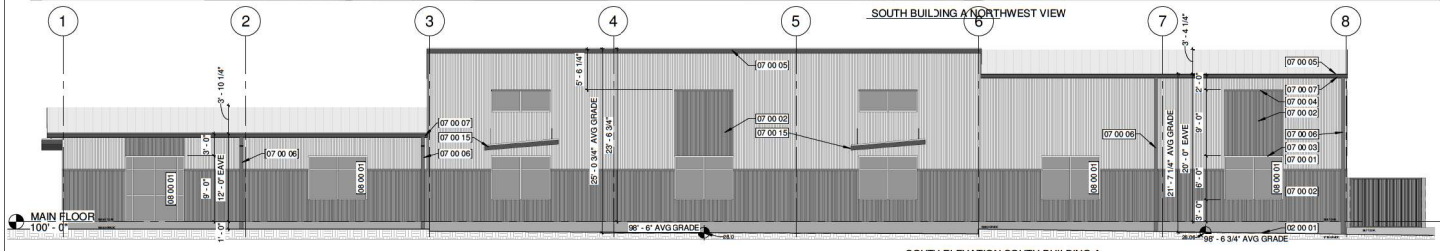
380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: **PUD-000512-2024**



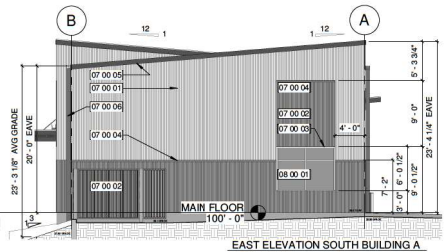
SOUTHEAST VIEW



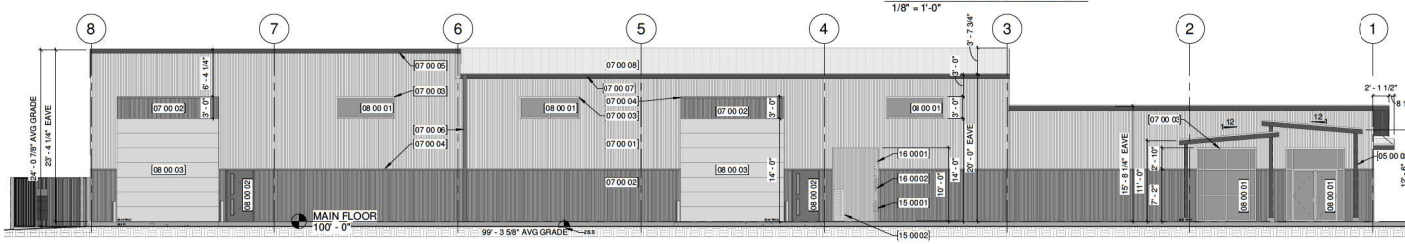
SOUTH BUILDING A NORTHWEST VIEW



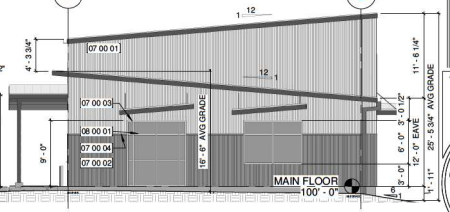
SOUTH ELEVATION SOUTH BUILDING A
1/8" = 1'-0"



EAST ELEVATION SOUTH BUILDING A
1/8" = 1'-0"



NORTH ELEVATION SOUTH BUILDING A
1/8" = 1'-0"



WEST ELEVATION SOUTH BUILDING A
1/8" = 1'-0"

KEYNOTES

Key Value	Keynote Text
02 00 01	FINISHED GRADE
05 00 02	HSS 6X6X3/16 CAPPED POSTS - PAINT TO MATCH EM15-1224 WALL PANELS
07 00 01	EM1-1653 PANELSCOLOR SNOWDRIFT WHITE W81 - 1"
07 00 02	EM15-1224 PANELS COLOR OLDTOWN GREY W25 - 1-1/2"
07 00 03	2" FLASHING TO MATCH STOREFRONT FRAME ALL WINDOW OPENINGS
07 00 04	2.5" TRANSITION TRIM FROM EM1 TO EM15 PANELS BY CLADDING MANUFR.
07 00 05	8" METAL FASCIA-COLOR TO MATCH EM15 PANELS
07 00 06	6" DOWNSPOUT - DISCHARGE INTO CATCH BASIN @ BELOW GRADE PIPING ADJ TO BUILDINGS -COLOR TO MATCH EM15 PANELS
07 00 07	6" METAL GUTTERCOLOR TO MATCH EM15 PANELS
07 00 08	2" - 24 GA. STANDING SEAM METAL ROOFING OVER SINGLE LAYER MB INSULATION - COLOR TO MATCH EM1-1653 WALL PANELS
07 00 15	CABLE STAYED CANOPIES/ENTRANCE CANOPIES TO MATCH ROOF
08 00 01	GREY INSULATING GLAZING IN 2" X 4.5" MILL FINISH THERMALLY BROKEN FRAMING U 0.3 MIN
08 00 02	HOLLOW METAL INSULATED DOOR IN STEEL FRAME - PAINT TO MATCH EM15-1224 WALL PANELS
08 00 03	OVERHEAD INSULATED SECTIONAL METAL DOOR 14' X 14' U 0.1 MIN
15 00 01	GAS METER
15 00 02	CONDENSING UNITS
16 00 01	ELECTRICAL METER PACK
16 00 02	ELECTRICAL DISCONNECT AND GUTTER

No.	REVISION DESCRIPTION	DATE
1	PUD REVIEW REVISIONS	11/4 /24
2	PUD REVIEW REVISIONS #2	2/10/25

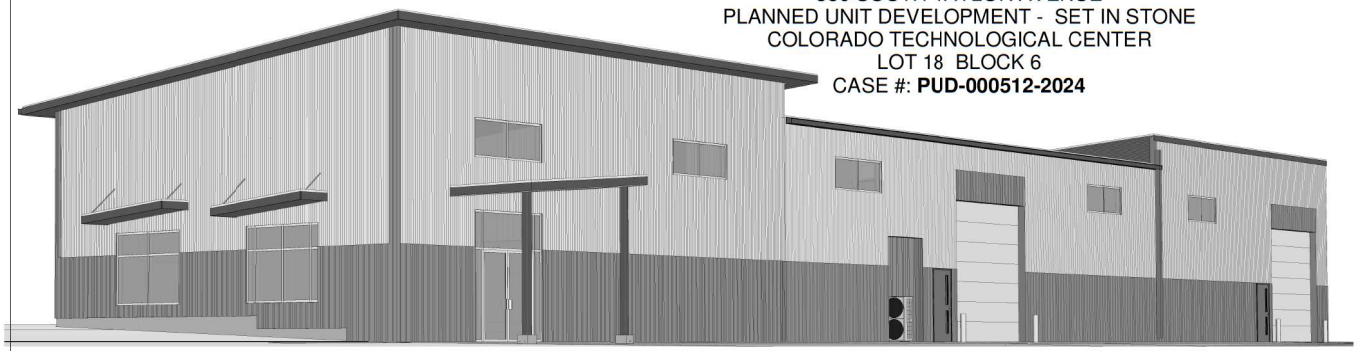
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ARCHITECTURE PLANNING RESTORATION
LONGMONT, COLORADO dlr@rmi.com 303-324-4988

date: 6/25/24

sheet number 4 of 12

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: **PUD-000512-2024**

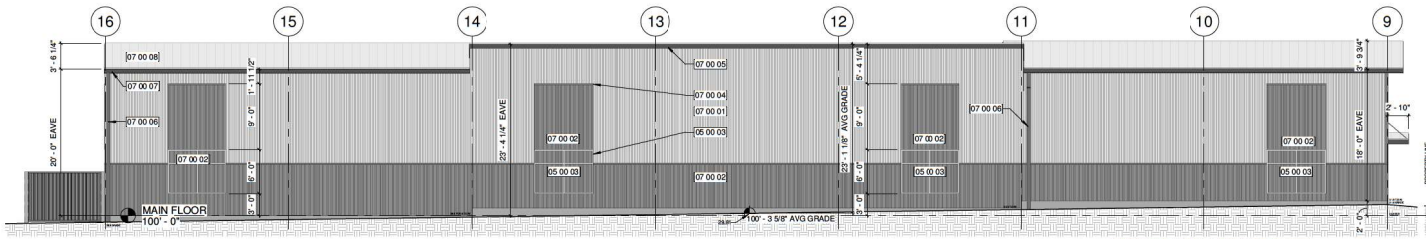


NORTH BUILDING B SOUTHWEST VIEW

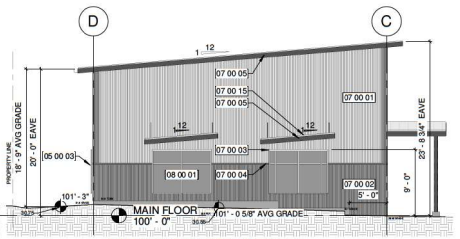


NORTH BUILDING B NORTHEAST VIEW

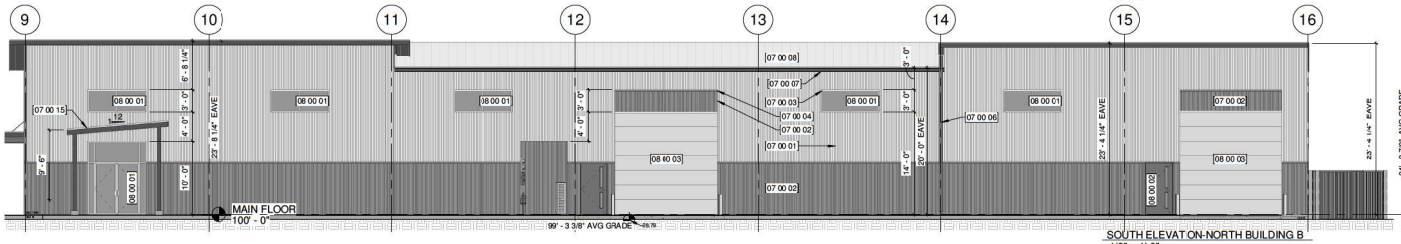
KEYNOTES	
Key Value	Keynote Text
05 00 03	2" STEEL TUBE SIMULATED WINDOW FRAMES OVER PANELING PAINTED TO MATCH STOREFRONT MILL FINISH
07 00 01	EM1-1653 PANELS COLOR SNOWDRIFT WHITE W81 - 1"
07 00 02	EM15-1224 PANELS COLOR OLDTOWN GREY W25 - 1-1/2"
07 00 03	2" FLASHING TO MATCH STOREFRONT FRAME ALL WINDOW OPENINGS
07 00 04	2.5" TRANSITION TRIM FROM EM1 TO EM15 PANELS BY CLADDING MANUFR.
07 00 05	8" METAL FASCIA-COLOR TO MATCH EM15 PANELS
07 00 06	6" DOWNSPOUT - DISCHARGE INTO CATCH BASIN @ BELOW GRADE PIPING ADJ TO BUILDINGS -COLOR TC MATCH EM15 PANELS
07 00 07	6" METAL GUTTER-COLOR TO MATCH EM15 PANELS
07 00 08	2" - 24 GA. STANDING SEAM METAL ROOFING OVER SINGLE LAYER MB INSULATION - COLOR TO MATCH EM1-1653 WALL PANELS
07 00 15	CABLE STAYED CANOPIES/ENTRANCE CANOPIES TO MATCH ROOF
08 00 01	GREY INSULATING GLAZING IN 2" X 4.5" MILL FINISH THERMALLY BROKEN FRAMING
08 00 02	HOLLOW METAL INSULATED DOOR IN STEEL FRAME - PAINT TO MATCH EM15-1224 WALL PANELS
08 00 03	OVERHEAD INSULATED SECTIONAL METAL DOOR 14' X 14'



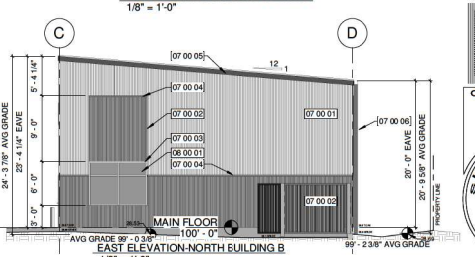
NORTH ELEVATION-NORTH BUILDING B
1/8" = 1'-0"



WEST ELEVATION-NCRTH BUILDING B
1/8" = 1'-0"



SOUTH ELEVATION-NORTH BUILDING B
1/8" = 1'-0"



EAST ELEVATION-NORTH BUILDING B
1/8" = 1'-0"

No.	REVISION DESCRIPTION	DATE
1	PUD REVIEW REVISIONS	11/4 /24
2	PUD REVIEW REVISIONS #2	2/10/25

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LONGMONT, COLORADO dlr@rmi.com 303-324-4988

date: 6/25/24

sheet number
5
of 12

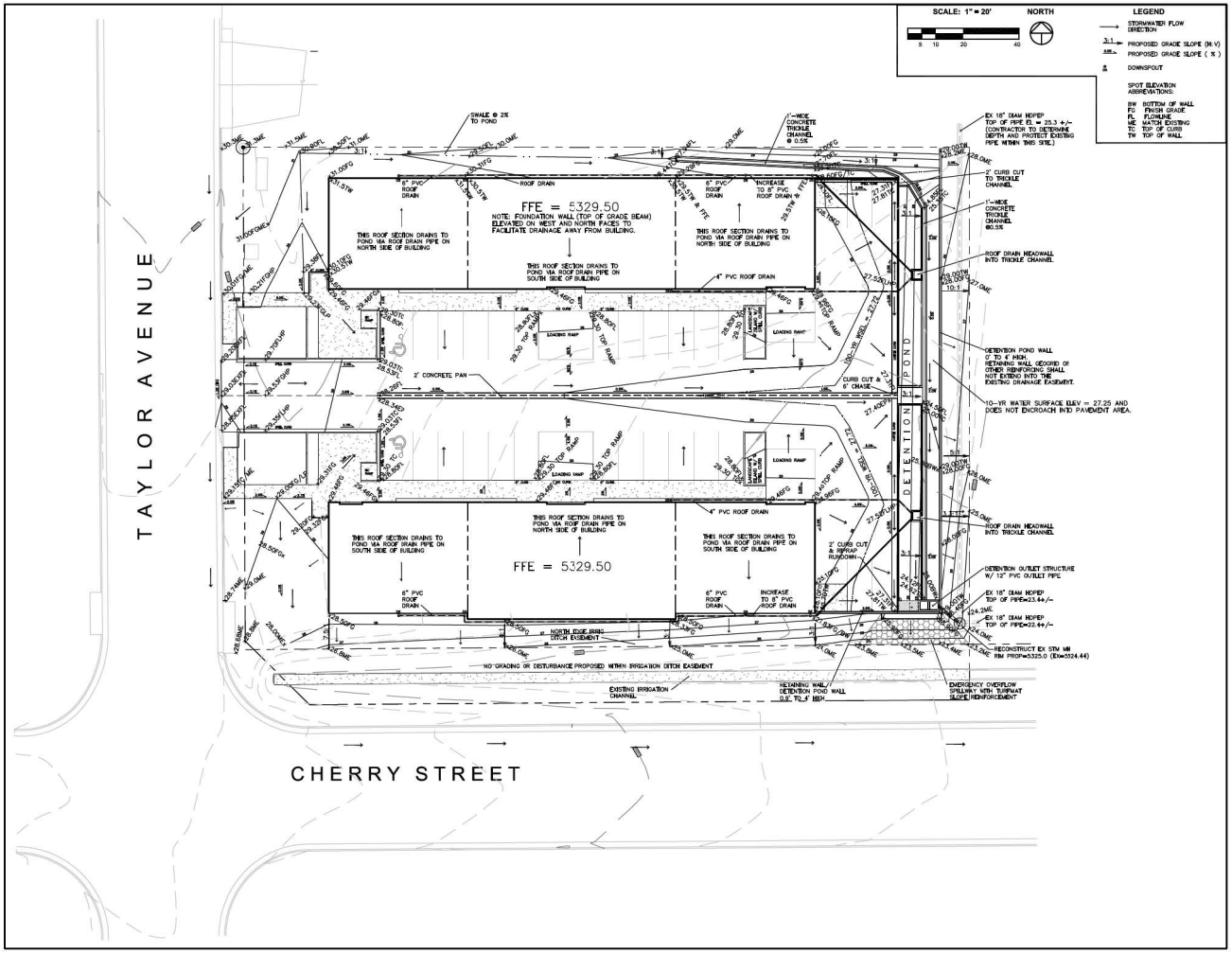
380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER -- LOT 18 BLOCK 6
CASE #: PUD-000512-2024

KEYNOTES	
Key Value	Keynote Text

ARMFIELD ENGINEERING, LLC
904 Alta Street, Longmont, CO 80501
(720) 363-7125
armfieldengineering.com

No.	REVISION DESCRIPTION	DATE
1	DROP SITE BY 1', REMOVE 2:1 SLOPES, REPLACE CERTIFIED SPEC WITH FAA SPEC.	11/4/2024
2	RAISE FFE 6.5', REPLACE PARK BLOCKS W/ CURB, NORTH SETBACK DRAIN SWALE.	2/10/2025

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GRADING & DRAINAGE PLAN (PUD)

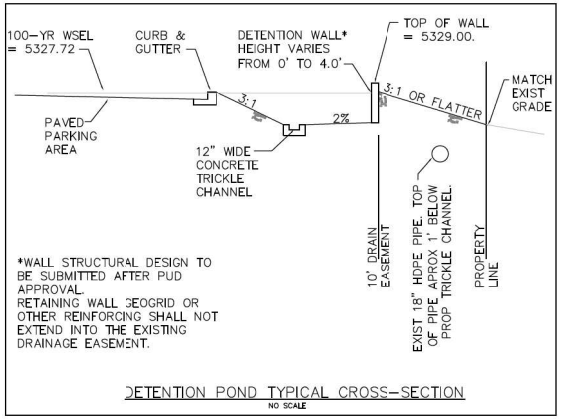
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LONGMONT,COLORADO dlr@rmi.com 303-324-4988

date: 5/25/2024

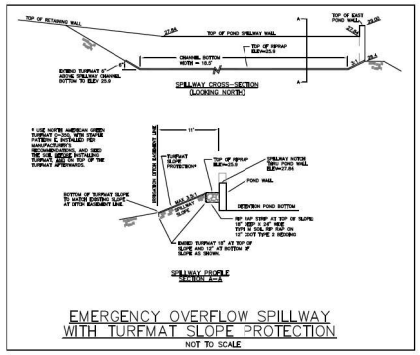
sheet number
6
of 14

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER -- LOT 18 BLOCK 6
CASE #: PUD-000512-2024

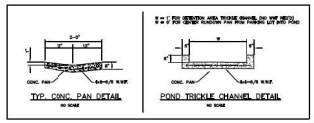
KEYNOTES	
Key Value	Keynote Text

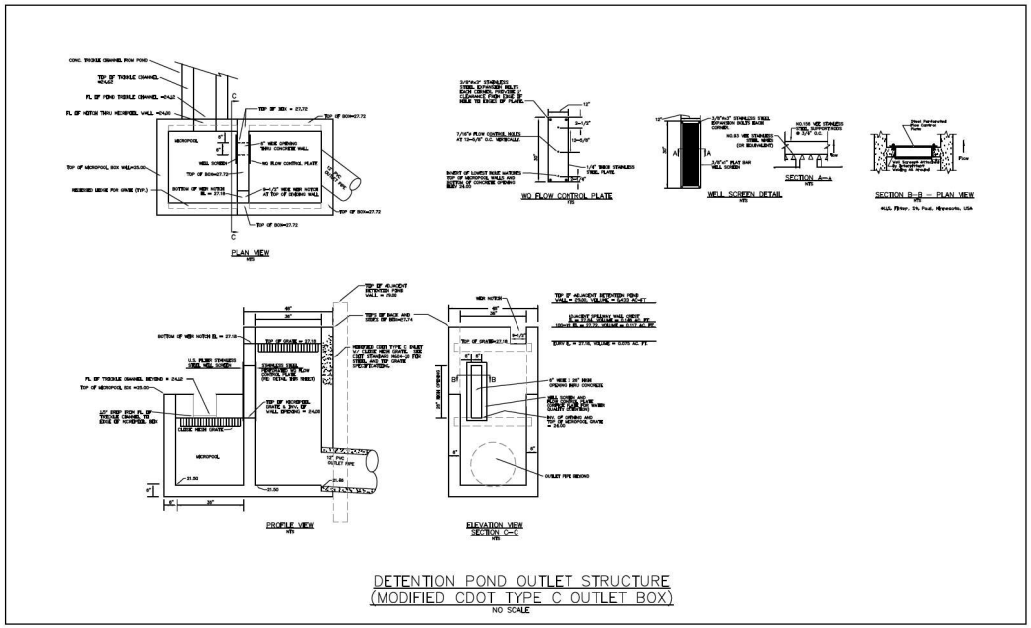


DETENTION POND TYPICAL CROSS-SECTION
NO SCALE



EMERGENCY OVERFLOW SPILLWAY WITH TURFMAT SLOPE PROTECTION
NOT TO SCALE





DETENTION POND OUTLET STRUCTURE
(MODIFIED CDOT TYPE C OUTLET BOX)
NO SCALE

ARMFIELD ENGINEERING, LLC
904 Alta Street, Longmont, CO 80501
(720) 363-7125
armfieldengineering.com

No.	REVISION DESCRIPTION	DATE
1	DROP SITE BY 1', REMOVE 2:1 SLOPES, REPLACE CENTER PIPE WITH FLAT ONE, C	11/4/2024
2	OUTLET STRUCTURE CHANGES FOR NEW GRADING, SPILLWAY RUNDOWN.	2/10/2025

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DRAINAGE DETAILS

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date: 5/25/2024

sheet number
7
of 14

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD-000512-2024

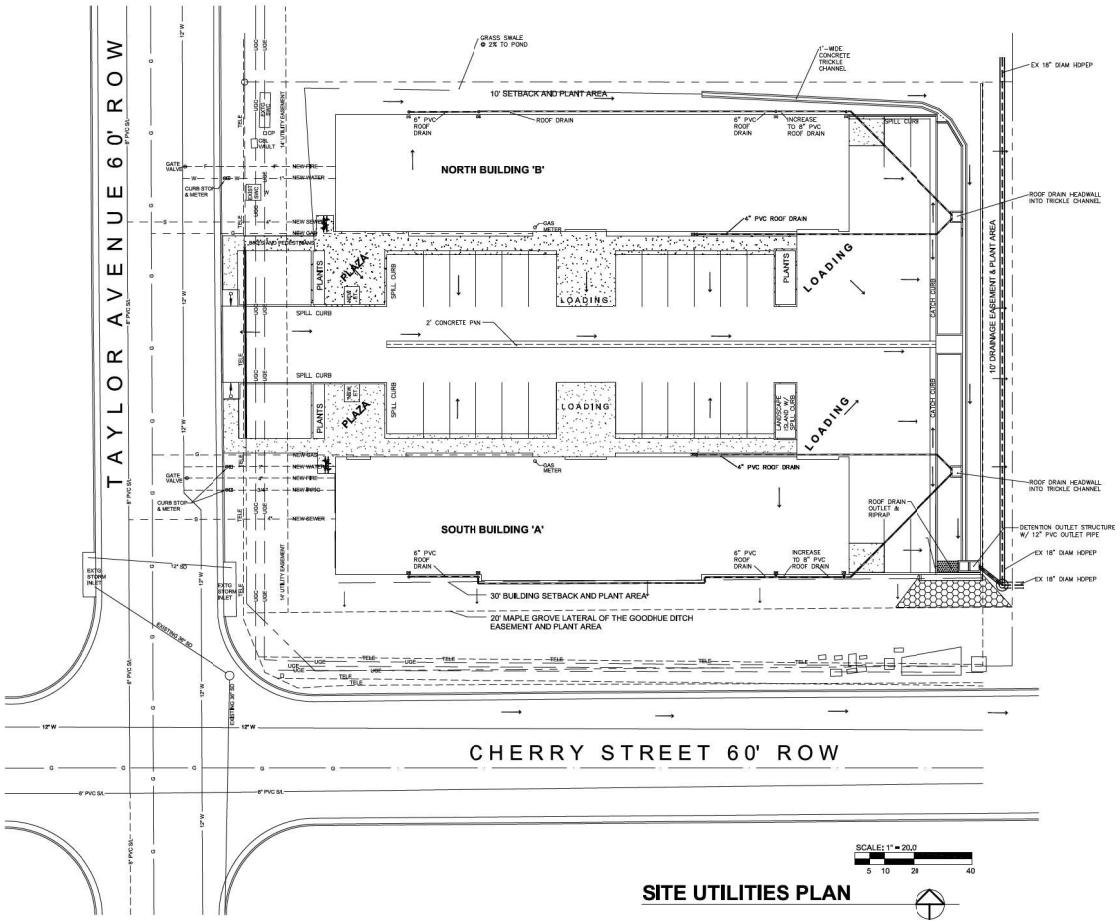
MASTER UTILITY PLAN

E. WAYNE WENTWORTH
CIVIL ENGINEERING DESIGN
202 MAIN STREET, SUITE 4
LONGMONT, COLORADO 80501
PHONE 303-775-7962
wentwrth@aol.com

DATE	SCALE	JOB NUMBER
6/16/24	NOTED	

REVISIONS

DATE	BY
11/4/24	
2/10/25	

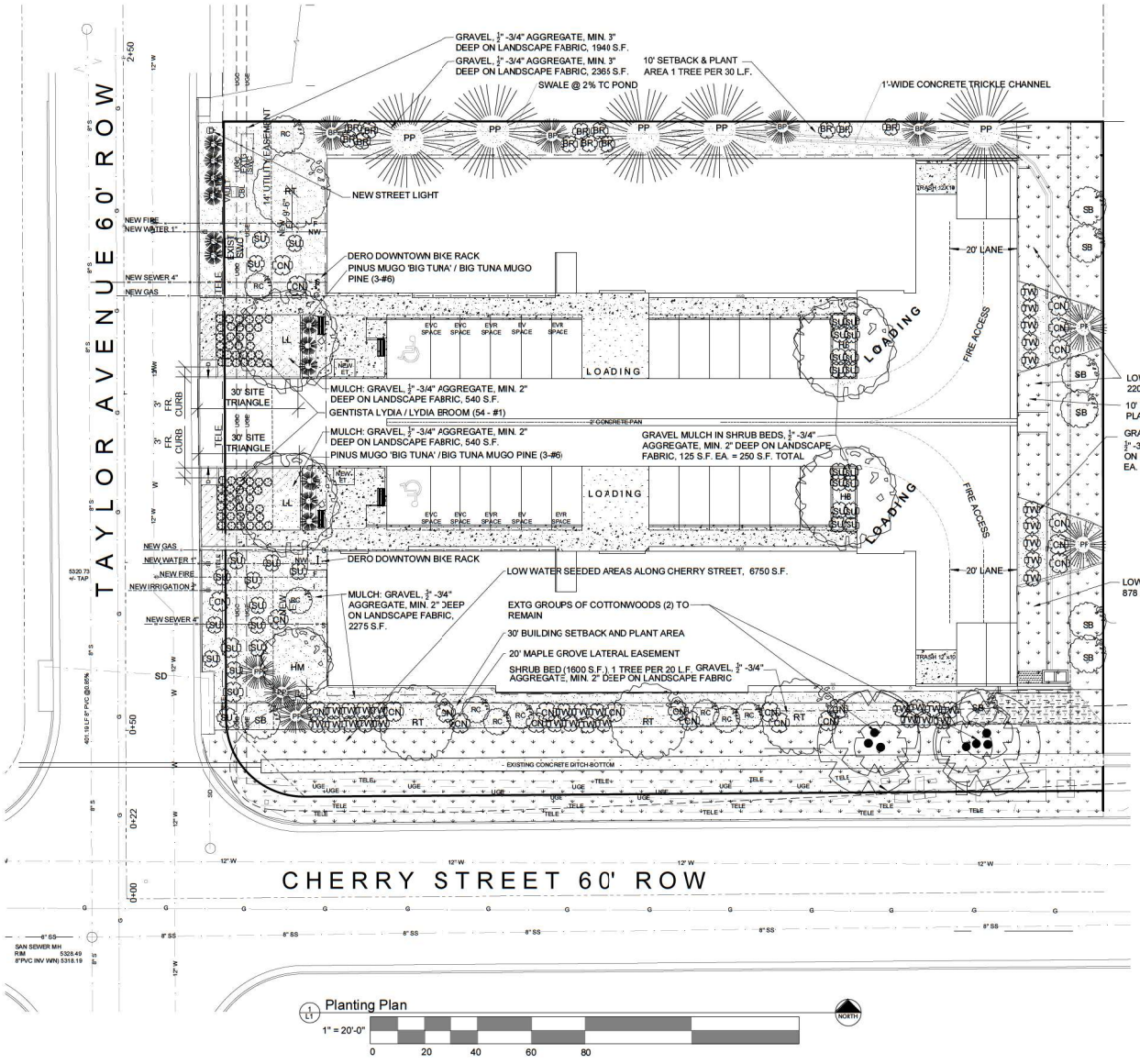


SITE UTILITIES PLAN

date: 6/16/24

sheet number 8 of 14

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD 000512-2024



Planting Plan
1" = 20'-0"
0 20 40 60 80

KEYNOTES	
Key Value	Keynote Text

LEGEND - GENERAL SITE

- REMOVE TREE
- EXISTING TREE
- PROPERTY LINE
- TREE PROTECTION FENCING
- F — WATER LINE FOR FIRE SERVICE
- NW — NEW WATER LINE
- SS — SEWER LINE
- G — GAS LINE
- W — WATER LINE
- SD — STORM WATER LINE
- TELE — TELEPHONE LINE
- UGE — UNDERGROUND ELECTRIC

PLANT LEGEND

SYMBOL	DESCRIPTION
	EXISTING TREES TO STAY
	EXISTING TREES TO BE REMOVED
	CANOPY TREE
	EVERGREEN TREE
	ORNAMENTAL TREE
	SHRUBS
	LOW WATER SEEDED GRASS, SEE PLANT SCHEDULE, L2
	GRAVEL MULCH

KARLA ANN DAKIN 630 — LANDSCAPE ARCHITECT

LANDSCAPE ARCHITECT:
K. DAKIN DESIGN
1240 LA FARGEVUE LOUISVILLE CO. 80027
TEL 303.604.2366 karla@kdakin-design.com
Colorado Landscape Architect Lic. #630

No.	REVISION DESCRIPTION	DATE
1	Karla Dakin	11/11/24
2	Karla Dakin	1/14/25
3	Karla Dakin	05/16/25

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date:
4/02/2025

sheet number
9

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD 000512-2024

Water requirements added

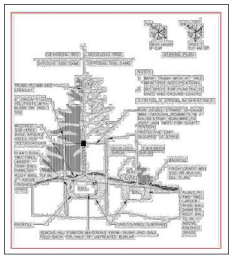
PLANT SCHEDULE- PROPOSED

SYMBOL	ABREV.	BOTANICAL NAME / COMMON NAME	SIZE	AMT.	MAT. HT.	WATER REQ.
		EVERGREEN TREES		28		
	PP	PINUS EDULIS / PINON PINE	6-8' T.	5	30'	VERY LOW
	BP	PINUS HELDREICHI / BOSIAN PINE	6-8' T.	4	25'	LOW
	PO	PINUS PONDEROSA / PONDEROSA PINE	6-8' T.	5	80'	LOW
		DECIDUOUS TREES				
	HM	ACER GRANDIDENTATUM HIGHLAND PARK / HIGHLAND PARK MAPLE	2.5" C.	1	35'	LOW
	HB	CELTIS OCCIDENTALIS / WESTERN HACKBERRY	2.5" C.	2	60'	LOW
	LL	TILIA CORDATA / LITTLE LEAF LINDEN	2.5" C.	2	50'	MED
		ORNAMENTAL TREES				
	SB	AMELCHANIER CANADENSIS SHADBLOW SERVICEBERRY	2.0" C	7	25'	LOW
	RT	KOELREUTERIA PANICULATA / GOLDEN RAINTREE	2.0" C	4	30'	LOW
	RC	MALUS 'RED BARRON' / RED BARRON CRABAPPLE	2.0" C	9	18'	MED
		SHRUBS : DECIDUOUS & EVERGREEN				
	TW	ARTEMISIA TRIDENTATA / TALL WESTERN SAGEBRUSH	#5	33	12'	LOW
	GL	GENISTA LYDIA / LYDIA BROOM	#5	61	12"	LOW
	CN	PHYSOCARPUS OPULIFOLIUS COPPERTINA / COPPERTINA NINEBARK	#5	23	10'	LOW
	MU	PINUS MUGO 'BIG TUNA / BIG TUNA MUGO PINE	#6	6	8'	LOW
	FS	PICEA PUNGENS 'GLELI FASTIGIATE'	#10	6	15'	MED
	SU	RHUS TRILOBATA 'AUTUMN AMBER' / CREEPING 3-LEAF SUMAC	#5	33	18"	LOW
	BR	RUBUS DELICIOSUS / BOULDER RASBERRY	#5	12	6'	LOW
		SEEDED GRASS: FINE FESCUE BLEND	9,830 S.F.			VERY LOW

MIXTURE	VARIETIES	% OF MIX BY WT	PLS#'/ACRE
FESTUCA TRACHYPHYLLA / HARD FESCUE	DURAR, RHINO	28	25
FESTUCA OVINA / SHEEP FESCUE	COVAR	22	20
FESTUCA OVINA / BLUE FESCUE	SR 3200, SR 3210	22	20
FESTUCA RUBRA / CREEPING RED FESCUE	SHADOW II SR 5100, ARUBA	28	25
SEEDING RATE FOR IRRIG. F.F. TURF	TOTAL PLS*/ACRE	90 # / ACRE	90
SEEDING RATE FOR MIN. IRRIG. OR NON-IRRIG., UNMOWED F.F. GRASSLAND	TOTAL PLS*/ACRE	25 #/ ACRE	
*PLS - PURE LIVE SEED (WEIGHT GIVEN IS ONLY SEED, NOT CHAFF			

PLANT SCHEDULE- EXISTING TO REMAIN

BOTANICAL NAME / COMMON NAME	SIZE	AMT.
CANOPY TREES		
POPULUS SP. / COTTON WOOD	4." - 2' C.	2 GROUPS
GRAVEL		
¾"-3/4" AGGREGATE, 2-3" DEEP (VARIES ON SHRUB BEDS) ON LANDSCAPE FABRIC		9500 S.F.



TREE AND SHRUB PLANTING DETAILS

PLAN NOTES

REFERENCE: CITY OF LOUISVILLE, INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (IDDSG), JANUARY, 2000.

1. GRADES SHALL BE SET TO ALLOW FOR PROPER DRAINAGE AWAY FROM ALL STRUCTURES. GRADES SHALL MAINTAIN SMOOTH PROFILES AND BE FREE OF SURFACE DEBRIS, BUMPS, AND DEPRESSIONS.

2. REFER TO CIVIL ENGINEERING DRAWINGS FOR GRADING AND UTILITIES.

3. DEVELOPERS SHALL ENSURE THAT THE LANDSCAPE PLANS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.

4. DURING CONSTRUCTION, PREVENT CLEANING OF EQUIPMENT, THE STORAGE OR DISPOSAL OF WASTE BUILDING MATERIAL (I. E. PAINT, OILS, SOLVENTS, ASPHALT, CONCRETE, MORTAR) WITHIN THE DRIPLINE OF ANY PROTECTED TREE OR GROUPS OF TREES.

5. SITE PREPARATION & ALL PLANTING MUST BE COMPLETED IN ACCORDANCE WITH CHAPTERS 1 & 5 OF IDDGS. PRIOR TO INSTALLATION OF PLANT MATERIAL, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED, ORGANIC AMENDMENTS SUCH AS COMPOST, PEAL, OR AGED MANURE SHALL BE THOROUGHLY INCORPORATED AT THE RATE OF AT LEAST THREE :3) CUBIC YARDS OF AMENDMENT PER 1000 SQUARE FEET OF LANDSCAPE AREA.

6. ALL TREES & SHRUBS SHOWN AT APPROXIMATELY ⅓S OF MATURE SIZE.

7. CONTRACTOR SHALL VERIFY ALL MATERIALS QUANTITIES PRIOR TO INSTALLATION. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER THE QUANTITY DESIGNATED.

8. LABELS THAT INDENTIFY THE BOTANICAL OR COMMON NAME WILL BE ON ALL TREES AT THE FINAL INSPECTION.

9. ALL PLANT MATERIALS WILL MEET THE FOLLOWING MINIMUM SIZES, AS NOTED IN SECT. 5-7:
   -DECIDUOUS SHADE/CANOPY TREES: 2.5" CALIPER
   -ORNAMENTAL: 2.0" CALIPER*
   -EVERGREEN TREES: 6'-8' HEIGHT (WITH A MINIMUM OF 25% 8' IN HEIGHT)
   -MULTI-STEM ORNAMENTALS: 8'-10' HEIGHT
   -SHRUBS: 5 GALLON CONTAINER
   -GROUND COVER/PERENNIALS: 2¼" POTS
   -VINES: 1 GALLON CONTAINER

10. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.

11. DECIDUOUS TREES SHAL, BE PLANTED A MINIMUM OF 5-FEET AND EVERGREEN TREES A MINIMUM OF 10-FEET FROM PUBLIC UTILITIES AND PUBLIC SIDEWALKS, UNLESS MODIFIED BY PUD STREET TREE PLANS. TREE PLANTING SHALL BE COORDINATED WITH PUBLIC SERVICE COMPANY. LOCATION OF ALL UTILITIES SHALL BE VERIFIED IN THE FIELD PRIOR TO PLANTING. A HORIZONTAL DISTANCE OF 40' BETWEEN STREET TREE AND STREET LIGHT SHALL BE MAINTAINED.

12. NO EDGING AROUND SHRUBS PLANTED IN SEEDED AREAS. USE ROLLED METAL EDGING AROUND PERENNIAL AND SHRUB BEDS THAT LINE STREETS AND SIDEWALKS

13. INSTALL PERMANENT MULCH, GRAY GRAVEL, ¾", 2" DEEP, IN SHRUB, TREE, AND PERENNIAL PLANTED BEDS. PERENNIALS LIKE LAMB'S EAR AND NEPETA SHOULD BE ALLOWED TO SPREAD AND FILL IN.

14. THE PROPERTY OWNER IS RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN A HEALTHY AND GROWING CONDITION, AND ADHERE TO ALL STANDARDS OF GUIDELINES OF SECTION 5.8 OF IDDSG. THE PROPERTY OWNER WILL, REMOVE AND REPLACE DEAD PLANT MATERIALS IMMEDIATELY WITH THE SAME TYPE, SIZE AND QUANTITY OR PLANT MATERIAL AS ORIGINALLY INSTALLED, UNLESS MATERIAL IS DISEASED OR INSECT-INFECTED.

15. ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM DESIGNED TO PROVIDE EFFICIENT IRRIGATION COVERAGE WITH MINIMAL OVER SPRAY ONTO NON-LANDSCAPED AREAS.

16. A SOIL SENSING DEVICE OR OTHER IRRIGATION MANAGEMENT SYSTEM WILL BE INSTALLED FOR IRRIGATION SYSTEMS IN TURF AREAS.

17. ALL SEEDED AREAS UNLESS OTHERWISE NOTES WILL BE SEEDED WITH DRYLAND / NATIVE SEED TO SUIT SPECIFIC SOIL CONDITION AND MAINTANCE REQUIREMENTS.

IDDSG - Landscape Data Table (PUDs and SRUs)

	Required		Existing (if req'd)		Proposed
Total Site Area					52,258 S.F.
Perimeter Landscaping	# / linear foot				
Adjacent to Public/Private Road					
In ROW (tree lawn)	1 per 40 l.f.		N/A		N/A
On Private Property 450 L.F.	1 per 20 l.f.	22.5		1	23
Evergreen Trees		?		0	6
Deciduous Trees		?		1	8
Ornamental Trees		?		0	9
		?	TOTAL	1	23
Shrub Beds	% of total streetscape area	20% = 3000 S.F.		0	3580 S.F.
Shrubs per Tree 6	# within streetscape area	126		0	126
			TOTAL	0	126
Adjacent to Same Zoning 477 L.F.	# / linear foot				
Public Zone	231 L.F.		?		6
Private Zone 30 PER L.F.	234 L.F.		7.8		8
Evergreen Trees			0		11
Deciduous Trees			0		2
Ornamental Trees			0		1
			TOTAL	0	14
Shrubs/Vines/Grasses			N/A		28
			TOTAL	N/A	28
Adjacent to Res/Ag/Open Space Zoning	# / linear foot		N/A		N/A
Evergreen Trees			N/A		N/A
Deciduous Trees			N/A		N/A
Ornamental Trees			N/A		N/A
			TOTAL	N/A	N/A
Shrubs/Vines/Grasse			N/A		N/A
			TOTAL	N/A	N/A
Screen hedge	% of length of perimeter		N/A		N/A
Parking Lot Landscaping					
Overall 34 SPACES	Trees per 16 spaces				
Landscape Medians	# per 30 l.f.	2			2
Canopy Shade Trees		2			2
Deciduous Trees		0			0
Ornamental Trees		0			0
			TOTAL		2
Shrubs/Vines/Grasses	# per 30 l.f.				
			TOTAL		
Landscape Islands			N/A		N/A
Evergreen Trees			N/A		N/A
Deciduous Trees		2	N/A		2
Ornamental Trees			N/A		N/A
			TOTAL	N/A	N/A
Shrubs/Vines/Grasses	Min. of 8 shrubs/island		N/A		8
			TOTAL		
Building Site Landscaping					
Planting Bed	Linear footage of bldg. perimeter		SEE PERIMETER LANDSCAPING		
Evergreen Trees	# / linear foot of bldg. frontage		SEE PERIMETER LANDSCAPING		
Deciduous Trees			SEE PERIMETER LANDSCAPING		
Ornamental Trees			SEE PERIMETER LANDSCAPING		
			TOTAL		
Shrubs/Vines/Grasses					
			TOTAL		0

KEYNOTES

Key Value	Keynote Text

KARLA ANN DAKIN 630 — 10/1/2008 — Original Issue Date — STATE OF COLORADO — REGISTERED LANDSCAPE ARCHITECT

LANDSCAPE ARCHITECT:
K. DAKIN DESIGN
1240 LA FARGE AVE. LOUISVILLE, CO. 80027
TEL. 303.604.0388 karla@kdakindesign.com
Colorado Landscape Architect Lic. #630

No.	REVISION DESCRIPTION	DATE
1	Karla Dakin	11/11/24
2	Karla Dakin	05/05/25

These documents and ideas embodied, evidenced or represented herein, are and shall remain the property of the Architect and shall not be used in whole or in part for any purpose whatsoever. By accepting delivery of these documents, the recipient agrees that all rights to the use of the documents and the ideas embodied, evidenced or represented therein constitute an agreement that the document and the information contained therein is the property of the Architect and that the recipient will not use this document, in whole or in part, for any purpose whatsoever without the written permission of the Architect. Violators will be prosecuted.

DONATO L. RUSSELL ARCHITECTURE LLC
ARCHITECTURE PLANNING RESTORATION
LONGMONT, COLORADO drlr@mn.com 303-324-4988

date: 2/6/2025

sheet number 10 of 12

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD-000512-2024

REVISION SCHEDULE		
Revision Number	Revision Description	Revision Date

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.6 fc	9.8 fc	0.0 fc	N/A	N/A

PROVIDED BY TLA

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Filename	Light Loss Factor	Total Lamp Lumens	Wattage	Plot
	A	4	Lithonia Lighting	WDGE1 LED P5 30K 80CRI VW	WDGE1 LED WITH P5 – PERFORMANCE PACKAGE, 3000K, 80CRI, VISUAL COMFORT WIDE OPTIC	WDGE1_LED_P5_30K_80CRI_VW.ies	1	5921	48.44	Max: 4813cd
	B	4	Lithonia Lighting	WDGE1 LED P4 30K 80CRI T4M	WDGE1 LED WITH P4 – PERFORMANCE PACKAGE, 3000K, 80CRI, TYPE 4 MEDIUM OPTIC	WDGE1_LED_P4_30K_80CRI_T4M.ies	1	3978	48.8589	Max: 2430cd
	C	2	Lithonia Lighting	WDGE1 LED P2 30K 80CRI VW	WDGE1 LED WITH P2 – PERFORMANCE PACKAGE, 3000K, 80CRI, VISUAL COMFORT WIDE OPTIC	WDGE1_LED_P2_30K_80CRI_VW.ies	1	1997	14.53	Max: 1523cd

Luminaire Locations

		Location						Aim		
No.	Label	X	Y	Z	MH	Orientation	Tilt	X	Y	Z
1	A	-158.00	616.00	16.00	16.00	0.00	0.00	-158.00	616.00	0.00
2	A	-240.00	617.00	16.00	16.00	0.00	0.00	-240.00	617.00	0.00
3	A	-239.00	692.00	16.00	16.00	180.00	0.00	-239.00	692.00	0.00
4	A	-158.00	692.00	16.00	16.00	180.00	0.00	-158.00	692.00	0.00
1	B	-199.00	616.00	16.00	16.00	0.00	0.00	-199.00	616.00	0.00
2	B	-199.00	692.00	16.00	16.00	180.00	0.00	-199.00	692.00	0.00
3	B	-298.00	691.00	16.00	16.00	180.00	0.00	-298.00	691.00	0.00
4	B	-299.00	617.00	16.00	16.00	0.00	0.00	-299.00	617.00	0.00
1	C	-148.00	596.00	12.00	12.00	90.00	0.00	-148.00	596.00	0.00
2	C	-148.00	713.00	12.00	12.00	90.00	0.00	-148.00	713.00	0.00

Note

Lighting calculation software is for estimating purposes only, not generating exact values.

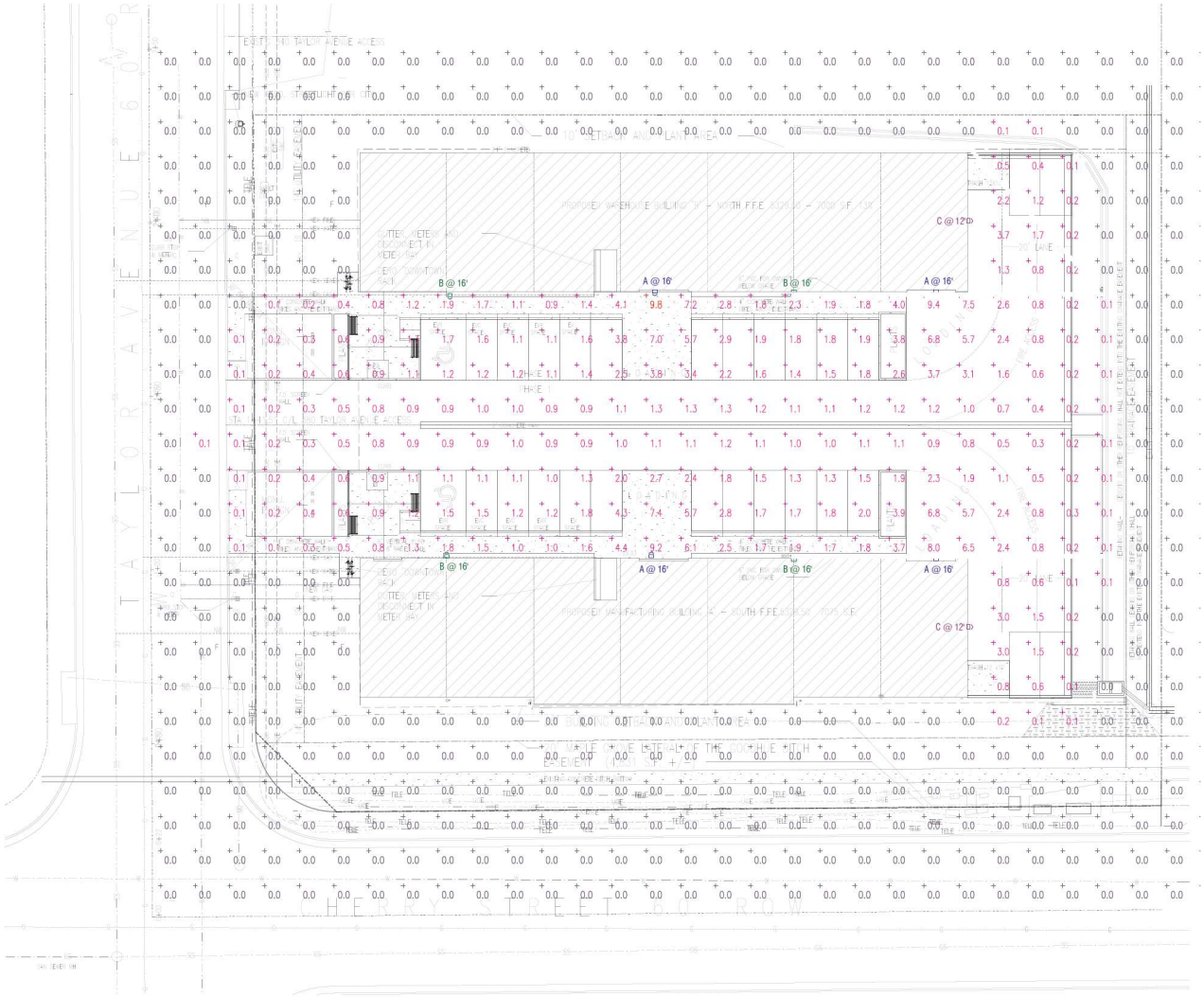
These calculations are for the use and adoption by our clients and theirs' solely at their discretion.
This includes evaluation of the calculated lighting levels and model by the Architect, Engineer, Lighting Designer or Owner for adherence to the project's lighting specifications for levels and uniformity.

We make no guarantees of meeting any subjective expectations. Calculations are based on a model only. Space characteristics and electrical supply to fixtures, along with installation details, may alter fixture output and model performance. Model is based on standard reflectance values unless otherwise noted.

Any variance from reflectance values, obstructions, light loss factors (including both physical and electrical in nature) or dimensional data will affect the actual light levels obtained.

Final construction drawings and calculations are the responsibility of a licensed architect or engineer.

The Lighting Agency provides these calculations as a courtesy for evaluation only.



1 ELECTRICAL SITE PHOTOMETRIC PLAN
SCALE: 1/16" = 1'-0"

MC+ ENGINEERING, LLC
8421 STADY DRIVE
FEDERAL HEIGHTS, CO 80260
T: 720.748.9075
MARK@MCPLUSENG.COM

date:

sheet number 11 of

380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #:PUD-000512-2024

WDGE2 LED
Architectural Wall Sconce
Precision Refractive Optic



Catalog Number
Notes
Type

Specifications
Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight: (without options) 13.5 lbs



design select — Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Introduction
The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 with industry leading precision refractive optics provides great uniform distribution and optical control. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

WDGE LED Family Overview

Luminaire	Optics	Standard (35°C)	Cold (0°C, -20°C)	Sensor	Approximate Lumens (4000K, 80CRI) P3	P1	P2	P3	P4	P5	P6
WDGE1 LED	Visual Comfort	4W	--	--	750	1,200	2,000	--	--	--	--
WDGE2 LED	Visual Comfort	10W	18W	Standalone / nLight	--	1,200	2,000	3,000	4,500	6,000	--
WDGE2 LED	Precision Refractive	10W	18W	Standalone / nLight	700	1,200	2,000	3,200	4,200	--	--
WDGE3 LED	Precision Refractive	15W	18W	Standalone / nLight	--	2,500	3,500	10,000	12,000	--	--
WDGE4 LED	Precision Refractive			Standalone / nLight	--	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information
EXAMPLE: WDGE2 LED P3 40K 80CRI T3M MVOLT SRM DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE2 LED	P1* P2* P3* P4* P5*	27K 2700K 30K 3000K 40K 4000K 50K* 5000K AMB* Amber	70CRI* 80CRI 0W* Limited Wavelength	T1S Type I Short T2M Type II Medium T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	MVOLT 347* 480*	**Shipped included** SRM Surface mounting bracket E7WH Indirect Canopy Ceiling Washer bracket (ship separately w/ options only)* **Shipped separately** AWS 3/8inch Architectural wall spacer PBBW Surface-mounted back box (top, left, right conduit entry). Use when three (3) or more gangs are required.

Options		Finish
E10WH	Emergency battery backup, Certified in CA Title 20 MAIDED (90 CRI, 3°C min)	DDBXD Dark bronze
E20WC	Emergency battery backup, Certified in CA Title 20 MAIDED (90 CRI, -20°C min)	DBLXD Black
PE	Photocell, Button Type*	DNAXD Natural aluminum
DMG	0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWHXD White
BCE	Bottom conduit entry for back box (PBBW). Total of 4 entry points.	DSSXD Sandstone
CCE	Coastal Construction	DBTXD Textured dark bronze
		DBLBXD Textured black
		DNATXD Textured natural aluminum
		DWHGXD Textured white
		DSSTXD Textured sandstone

Standalone Sensors/Controls
PIR — 8-level (180°/360°) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching.
PIRH — 8-level (180°/360°) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching.
PIR1FC3V — 8-level (180°/360°) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation.
PIRH1FC3V — 8-level (180°/360°) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation.

Networked Sensors/Controls
NLTAIR2 PIR — Embedded wireless controls by nLight with Passive Infrared (Occ sensor and on/off photocell for 8-15' mounting heights.
NLTAIR2 PIRH — Embedded wireless controls by nLight with Passive Infrared (Occ sensor and on/off photocell for 15-30' mounting heights.
NLTAIR2 PIR1FC3V — Embedded wireless controls by nLight with Passive Infrared (Occ sensor and on/off photocell for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation.
NLTAIR2 PIRH1FC3V — Embedded wireless controls by nLight with Passive Infrared (Occ sensor and on/off photocell for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation.
NLTAIRE2 PIR — Embedded wireless controls by nLight with ULSCH listed emergency operation, Passive Infrared Occ sensor and on/off photocell for 8-15' mounting heights.
NLTAIRE2 PIRH — Embedded wireless controls by nLight with ULSCH listed emergency operation, Passive Infrared Occ sensor and on/off photocell for 15-30' mounting heights.
See page 4 for out of box functionality.

Performace Data

Lumen Output
Lumen values are free photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	Lumen Watts	Dist. Type	27K (2700K, 80 CRI) Lumens	LPW	B	U	G	30K (3000K, 80 CRI) Lumens	LPW	B	U	G	40K (4000K, 80 CRI) Lumens	LPW	B	U	G	50K (5000K, 80 CRI) Lumens	LPW	B	U	G	Amber (Limited Wavelength) Lumens	LPW	B	U	G
P3	9W	T1S	636	92	0	0	0	666	97	0	0	0	699	101	0	0	1	691	100	0	0	1	712	47	0	0	1
		T2M	662	96	0	0	0	693	101	0	0	0	728	106	0	0	0	719	104	0	0	1	741	48	0	0	0
		T3M	662	96	0	0	0	693	101	0	0	0	728	106	0	0	0	719	104	0	0	1	741	48	0	0	0
		T4M	649	94	0	0	0	679	99	0	0	0	713	103	0	0	0	704	102	0	0	1	726	47	0	0	0
		TFTM	652	95	0	0	0	683	99	0	0	0	717	104	0	0	0	708	103	0	0	1	730	48	0	0	1
P1	15W	T1S	1,105	99	0	0	1	1,157	104	0	0	1	1,215	109	0	0	1	1,200	107	0	0	1					
		T2M	1,150	103	0	0	1	1,204	108	0	0	1	1,264	113	0	0	1	1,249	112	0	0	1					
		T3M	1,150	103	0	0	1	1,204	108	0	0	1	1,264	113	0	0	1	1,249	112	0	0	1					
		T4M	1,126	101	0	0	1	1,179	106	0	0	1	1,238	111	0	0	1	1,223	110	0	0	1					
		TFTM	1,133	101	0	0	1	1,186	106	0	0	1	1,245	112	0	0	1	1,230	110	0	0	1					
P2	19W	T1S	1,601	95	1	0	1	1,686	99	1	0	1	1,981	104	1	0	1	1,957	103	1	0	1					
		T2M	1,675	99	1	0	1	1,762	103	1	0	1	2,069	109	1	0	1	2,037	107	1	0	1					
		T3M	1,674	98	1	0	1	1,764	103	1	0	1	2,062	109	1	0	1	2,038	107	1	0	1					
		T4M	1,644	97	1	0	1	1,732	101	1	0	1	2,030	106	1	0	1	1,994	105	1	0	1					
		TFTM	1,647	97	1	0	1	1,734	102	1	0	1	2,030	107	1	0	1	2,005	106	1	0	1					
P3	29W	T1S	2,839	87	1	1	1	2,992	92	1	0	1	3,089	96	1	0	1	3,032	95	1	0	1					
		T2M	2,924	91	1	1	1	3,082	95	1	0	1	3,231	100	1	0	1	3,195	99	1	0	1					
		T3M	2,925	91	1	0	1	3,081	95	1	0	1	3,216	100	1	0	1	3,177	99	1	0	1					
		T4M	2,862	89	1	1	1	2,997	93	1	0	1	3,147	98	1	0	1	3,110	97	1	0	1					
		TFTM	2,880	90	1	0	1	3,053	94	1	0	1	3,166	99	1	0	1	3,128	97	1	0	1					
P4	41W	T1S	3,729	80	1	0	1	3,984	84	1	0	1	4,099	88	1	0	1	4,031	87	1	0	1					
		T2M	3,851	83	1	0	1	4,065	87	1	0	1	4,267	91	1	0	1	4,216	91	1	0	1					
		T3M	3,882	83	1	0	1	4,065	87	1	0	1	4,268	91	1	0	1	4,217	90	1	0	1					
		T4M	3,799	81	1	0	1	3,978	85	1	0	1	4,177	90	1	0	1	4,127	89	1	0	1					
		TFTM	3,822	82	1	0	1	4,002	86	1	0	1	4,202	90	1	0	1	4,152	89	1	0	1					

Performance Package	System Watts	Dist. Type	27K (2700K, 70 CRI) Lumens	LPW	B	U	G	30K (3000K, 70 CRI) Lumens	LPW	B	U	G	40K (4000K, 70 CRI) Lumens	LPW	B	U	G	50K (5000K, 70 CRI) Lumens	LPW	B	U	G
P1	7W	T1M	737	107	0	0	0	763	111	0	0	0	822	119	0	0	0	812	121	0	0	1
		T4M	731	105	0	0	0	756	108	0	0	0	814	117	0	0	1	814	118	0	0	1
P2	11W	T1M	1,206	113	0	0	1	1,325	124	0	0	1	1,427	134	1	0	1	1,405	129	1	0	1
		T4M	1,253	113	0	0	1	1,297	116	0	0	1	1,397	125	0	0	1	1,415	127	0	0	1
P3	19W	T1M	2,067	110	1	0	1	2,140	114	1	0	1	2,327	123	1	0	1	2,327	124	1	0	1
		T4M	2,042	108	1	0	1	2,114	111	1	0	1	2,278	120	1	0	1	2,306	121	1	0	1
P3	33W	T1M	3,254	101	1	0	1	3,369	105	1	0	1	3,629	113	1	0	1	3,675	114	1	0	1
		T4M	3,165	99	1	0	1	3,207	100	1	0	1	3,552	111	1	0	1	3,581	112	1	0	1
P4	41W	T1M	4,219	93	1	0	1	4,411	96	1	0	1	4,817	103	1	0	2	4,870	105	1	0	2
		T4M	4,077	91	1	0	1	4,196	94	1	0	2	4,718	103	1	0	2	4,774	102	1	0	2

Accessories

Lumen Watts	Dist. Type	Lumens	LPW	B	U	G
P1 / P1SW	8W	VF	1,196	119	0	0	0
		VW	1,197	122	0	0	0
P2 / P2SW	15W	VF	1,878	129	1	0	0
		VW	1,927	133	1	0	0
P3 / P3SW	15W	VF	2,908	129	1	0	0
		VW	2,983	132	1	0	0
P4	15W	VF	4,096	117	1	0	1
		VW	4,202	120	1	0	0
P5	8W	VF	5,567	115	1	0	1
		VW	5,711	118	1	0	1

Performance Package	System Watts	Dist. Type	50K (5000K, 80 CRI) Lumens	LPW	B	U	G	40K (4000K, 80 CRI) Lumens	LPW	B	U	G	50K (5000K, 80 CRI) Lumens	LPW	B	U	G
P1 / P1SW	8W	VF	1,231	128	0	0	0	1,216	128	0	0	0	1,254	128	0	0	0
		VW	1,234	131	0	0	0	1,209	131	0	0	0	1,286	131	0	0	0
P2 / P2SW	15W	VF	2,015	139	1	0	0	2,023	139	1	0	0	2,059	139	1	0	0
		VW	2,067	142	1	0	0	2,075	143	1	0	0	2,071	143	1	0	0
P3 / P3SW	15W	VF	3,119	138	1	0	0	3,132	139	1	0	0	3,126	139	1	0	0
		VW	3,200	142	1	0	0	3,213	143	1	0	0	3,206	142	1	0	0
P4	15W	VF	4,394	126	1	0	0	4,412	126	1	0	0	4,403	126	1	0	0
		VW	4,508	129	1	0	0	4,526	129	1	0	0	4,517	129	1	0	1
P5	8W	VF	5,972	123	1	0	0	5,996	124	1	0	0	5,984	124	1	0	1
		VW	6,127	126	1	0	0	6,153	127	1	0	0	6,139	127	1	0	1

Electrical Load

Performance Package	System Watts	Current (A) 120Vac	208Vac	240Vac	277Vac	347Vac	480Vac
P1 / P1SW	10W	0.082	0.040	0.043	0.038	--	--
	15W	--	--	--	--	0.046	0.033
P2 / P2SW	15W	0.132	0.081	0.072	0.064	--	--
	18W	--	--	--	--	0.056	0.041
P3 / P3SW	25W	0.195	0.114	0.100	0.088	--	--
	26W	--	--	--	--	0.079	0.058
P4	35W	0.302	0.175	0.152	0.134	--	--
	38W	--	--	--	--	0.115	0.086
P5	48W	0.434	0.241	0.211	0.184	--	--
	52W	--	--	--	--	0.157	0.119

Lumen Ambient Temperature (LAT) Multipliers
Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Lumen Multiplier for 90CRI

CCT	Multiplier
27K	0.845
30K	0.867
35K	0.845
40K	0.885
50K	0.898

Lumen Output in Emergency Mode (4000K, 80 CRI)

Options	Lumens	Dist. Type	Lumens
E10WH	1,358	VF	646
		VW	647
E20WC	2,230	VF	1,658
		VW	1,701
		VF	2,048
		VW	2,913

Projected LED Lumen Maintenance
Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.95	>0.91

Electrical Load

Performance Package	System Watts	Current (A) 120Vac	208Vac	240Vac	277Vac	347Vac	480Vac
P1	7.0	0.061	0.042	0.04	0.038	--	--
	9.0	--	--	--	--	0.031	0.021
P2	11.0	0.108	0.064	0.059	0.054	--	--
	14.1	--	--	--	--	0.046	0.031
P3	19.0	0.168	0.106	0.095	0.083	--	--
	22.8	--	--	--	--	0.067	0.050
P4	32.0	0.284	0.163	0.144	0.131	--	--
	37.1	--	--	--	--	0.107	0.079
P5	47.0	0.412	0.234	0.207	0.185	--	--
	53.5	--	--	--	--	0.153	0.112

Lumen Output in Emergency Mode (4000K, 80 CRI, T3M)

Options	Lumens
E10WH	1,358
E20WC	2,230

Lumen Ambient Temperature (LAT) Multipliers
Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance
Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.95	>0.91

Photometric Diagrams
To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WDGE LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.



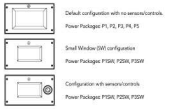
Emergency Egress Options
Emergency Battery Backup
The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90minutes.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

Accessories

Lumen Watts	Dist. Type	Lumens	LPW	B	U	G
P1 / P1SW	8W	VF	1,196	119	0	0	0
		VW	1,197	122	0	0	0
P2 / P2SW	15W	VF	1,878	129	1	0	0
		VW	1,927	133	1	0	0
P3 / P3SW	15W	VF	2,908	129	1	0	0
		VW	2,983	132	1	0	0
P4	15W	VF	4,096	117	1	0	1
		VW	4,202	120	1	0	0
P5	8W	VF	5,567	115	1	0	1
		VW	5,711	118	1	0	1

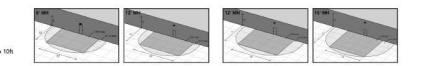
Performance Package	System Watts	Dist. Type	50K (5000K, 80 CRI) Lumens	LPW	B	U	G	40K (4000K, 80 CRI) Lumens	LPW	B	U	G	50K (5000K, 80 CRI) Lumens	LPW	B	U	G
P1 / P1SW	8W	VF	1,231	128	0	0	0	1,216	128	0	0	0	1,254	128	0	0	0
		VW	1,234	131	0	0	0	1,209	131	0	0	0	1,286	131	0	0	0
P2 / P2SW	15W	VF	2,015	139	1	0	0	2,023	139	1	0	0	2,059	139	1	0	0
		VW	2,067	142	1	0	0	2,075	143	1	0	0	2,071	143	1	0	0
P3 / P3SW	15W	VF	3,119	138	1	0	0	3,132	139	1	0	0	3,126	139	1	0	0
		VW	3,200	142	1	0	0	3,213	143	1	0	0	3,206	142	1	0	0
P4	15W	VF	4,394	126	1	0	0	4,412	126	1	0	0	4,403	126	1	0	0
		VW	4,508	129	1	0	0	4,526	129	1	0	0	4,517	129	1	0	1
P5	8W	VF	5,972	123	1	0	0	5,996	124	1	0	0	5,984	124	1	0	1
		VW	6,127	126	1	0	0	6,153	127	1	0	0	6,139	127	1	0	1



Emergency Egress Options
Emergency Battery Backup
The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90minutes.

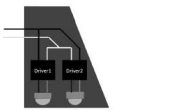
Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

The examples below show illuminance of 1 fc average and 0.1 fc minimum in emergency mode with E10WH or E20WC and VF distribution.



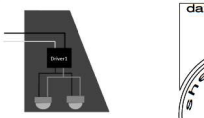
Dual Switching (DS) Option
The dual switching option offers operational redundancy that certain codes require. With this option the luminaire comes integrated with two drivers and two light engines. These work completely independent to each other so that a failure of any individual component does not cause the whole luminaire to go dark.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9



Dual Switching Light Engine (DSLE) Option
The dual switching option offers operational redundancy that certain codes require. With this option the luminaire comes integrated with one driver and two light engines. These work completely independent to each other so that a failure of either light engine does not cause the whole luminaire to go dark.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9



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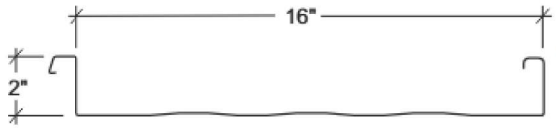
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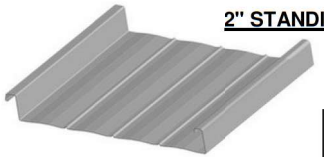
sheet number 12 of 12

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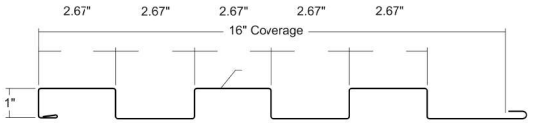
380 SOUTH TAYLOR AVENUE
PLANNED UNIT DEVELOPMENT - SET IN STONE
COLORADO TECHNOLOGICAL CENTER
LOT 18 BLOCK 6
CASE #: PUD-000512-2024

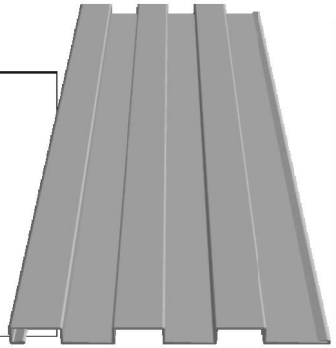


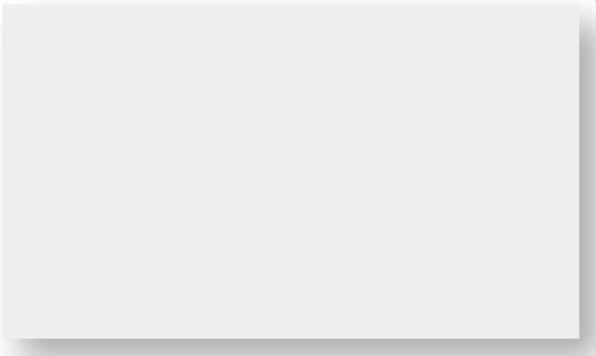
2" STANDING SEAM ROOF PANELS - SNOWDRIFT WHITE OR EQUAL



EM1-1653 WALL PANELS - SNOWDRIFT WHITE OR EQUAL

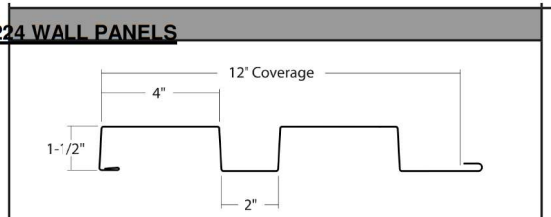


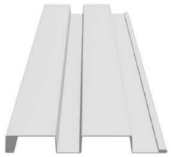


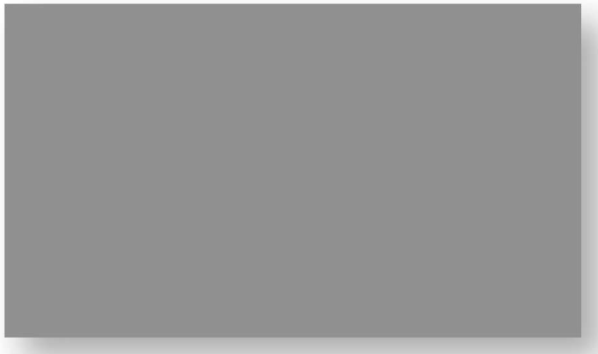


SNOWDRIFT WHITE W81 OR EQUAL

EM15-1224 WALL PANELS







OLD TOWN GREY W25 OR EQUAL

MATERIAL SAMPLES
1/2" = 0'-1"

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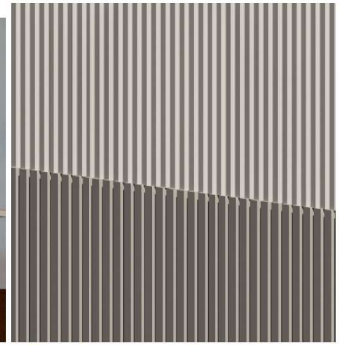
NORTH BUILDING B - NORTH ELEVATION



NORTH BUILDING B - SOUTH ELEVATION



NORTH AND SOUTH BUILDINGS - DRIVEWAY ELEVATION



WHITE PANELS OVER GREY WAINSCOT PANELS



SOUTH BUILDING A - NORTHWEST ELEVATION



SOUTH BUILDING A - SOUTHWEST ELEVATION

RENDERINGS
N.T.S.

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City Council Public Hearing

June 3rd, 2025

380 S. Taylor Avenue

Approval of Resolution No. 38, Series 2025, approval of a Planned Unit Development Amendment to allow construction of two industrial buildings and associated site improvements.

Presented by: Matt Post, Senior Planner

City of Louisville

Background:

- Colorado Technology Center (CTC)
- 1.2-acre vacant parcel
- Zoned Industrial (I)
- Original Plat – CTC Filing No. 1 approved in 1979

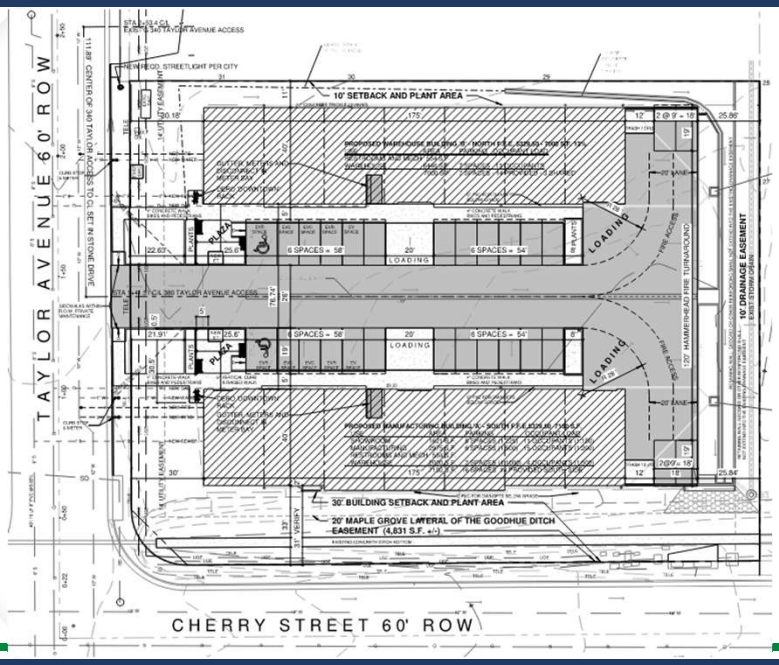




City of Louisville

Proposal:

- 7,000 sq. ft. and 7,150 sq. ft. industrial buildings
- Detention and water quality on west side
- 26 vehicle parking spaces, 4 bicycle parking spaces
- EV parking



City of Louisville

Proposal:

- Architectural metal panels – color and texture
- Storefront entry
- Loading and service internal
- Variation in building and parapet height.



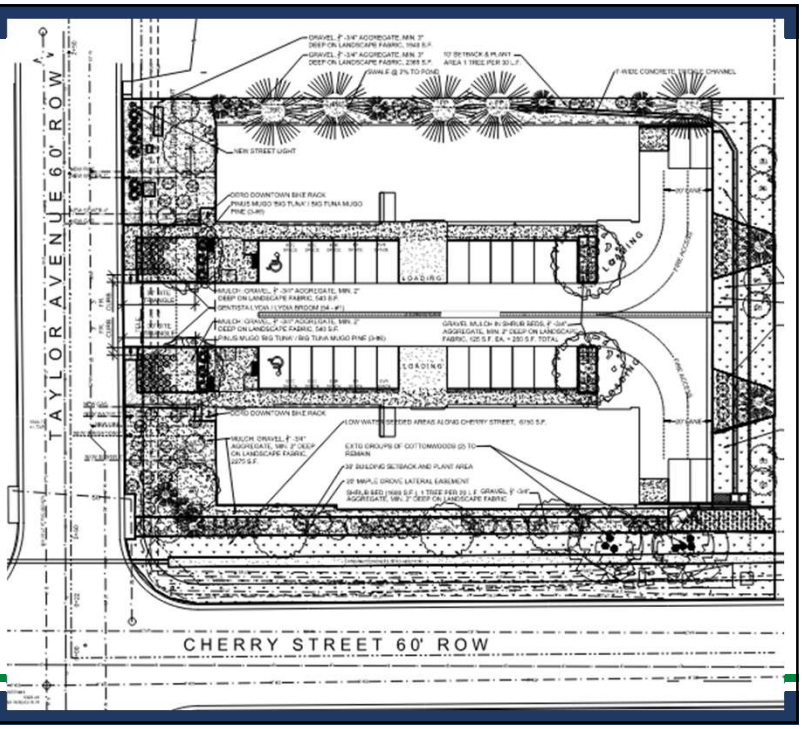
City of Louisville



City of Louisville

Proposal – Landscaping:

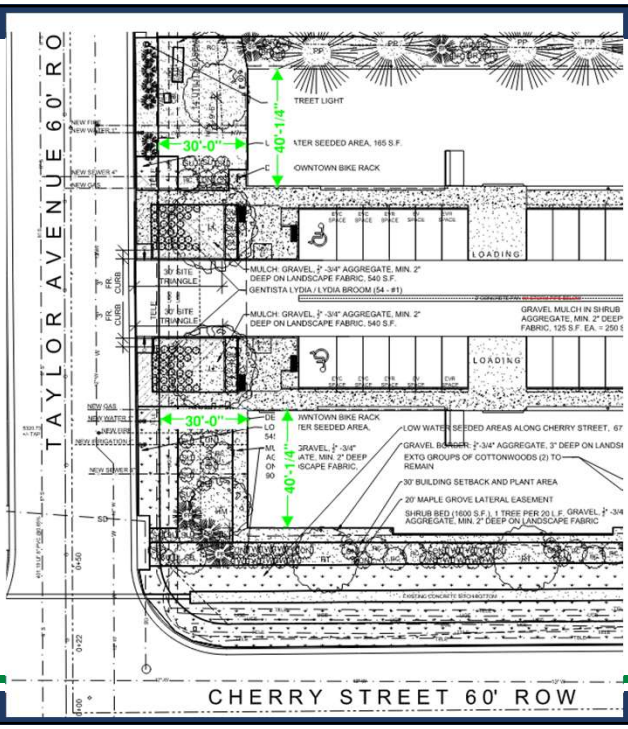
- Meets minimum requirements with waiver request
- Low-water plantings
- Low-water seed mix – no turf
- Waiver request for street trees on the south side
- No public sidewalks



City of Louisville

Waiver request:

- Varying setbacks with multibuilding proposals
- Applicant requesting both building at the same setback.
- Corner lot with two 30-foot setbacks and city requirement for site detention



City of Louisville

Waiver request:

- Metal as an exterior cladding material
- Request to allow ribbed metal cladding
- Durable, easy to maintain, fire resistant



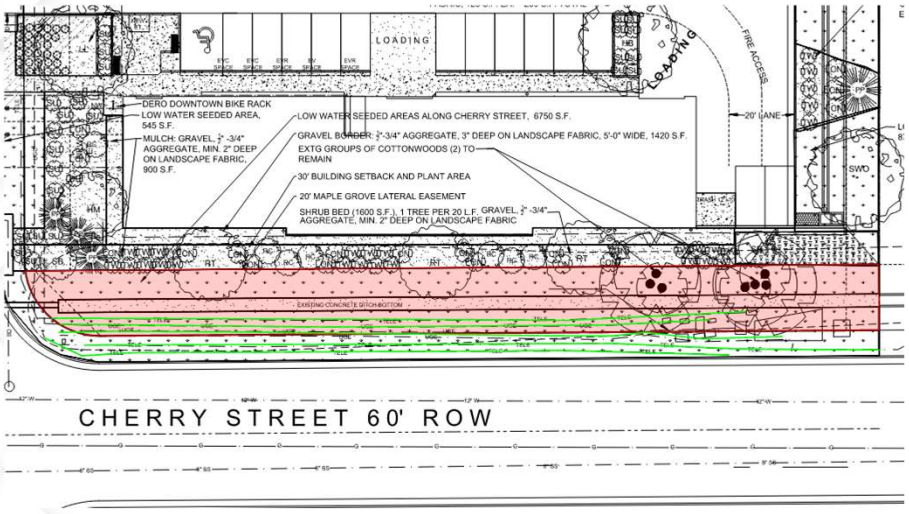






Waiver request:

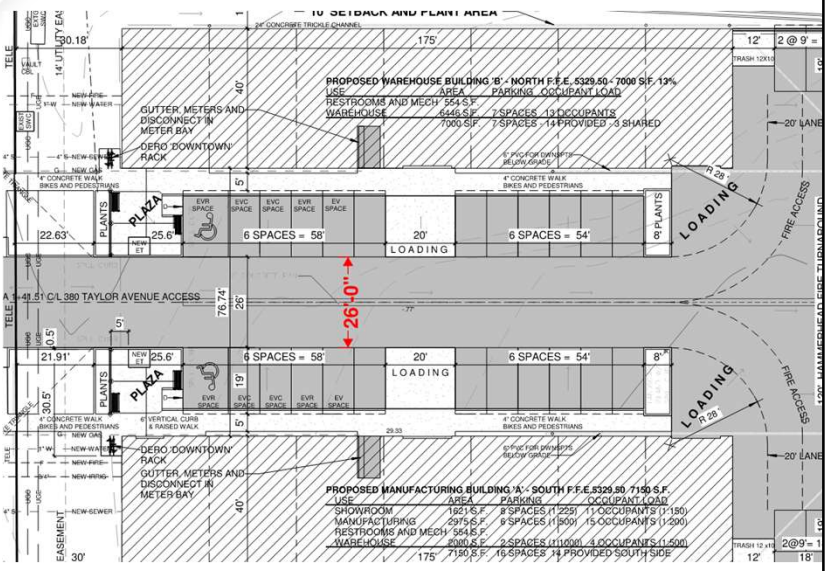
- One street tree every 40 linear feet of lot frontage
- Significant encumbrances in the form of ditch easement and utilities.
- Trees proposed elsewhere on site



City of Louisville

Waiver request:

- Two-way drive aisle width of 28 feet required
- 26-foor drive aisle width requested.



City of Louisville

Compliance:

- Louisville Municipal Code Compliance
  - Compliance with PUD Criteria in Sec. 17.28.120
- IDDSG Compliance
  - Compliant, with four waivers:
    - Cladding
    - Street trees
    - Multibuilding setback
    - Drive aisle width

City of Louisville

Staff Recommendation:

Approval of Resolution No. 38, Series 2025, approval of a Planned Unit Development Amendment to allow construction of two industrial buildings and associated site improvements

City of Louisville



City of Louisville



City of Louisville

SUBJECT: **ORDINANCE NO. 1897, SERIES 2025 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO UPDATE PARKING MINIMUMS FOR MULTIFAMILY AND ADAPTIVE REUSE DEVELOPMENT – 1st READING, SET PUBLIC HEARING**

DATE: **JUNE 3, 2025**

PREPARED BY: **MATT POST, SENIOR PLANNER**

PRESENTED BY: **MATT POST, SENIOR PLANNER**

SUMMARY:
In 2024, the Colorado General Assembly adopted House Bill 24-1304 requiring local governments within Metropolitan Planning Organizations (MPOs) to eliminate minimum parking requirements for new multifamily and residential adaptive reuse developments within designated Applicable Transit Service Areas (ATSAs).

The City of Louisville is located within a Denver Regional Council of Governments MPO, and a total of 44 transit stops that qualify as ATSAs have been identified within the City's jurisdiction.

HB24-1304 prohibits local governments within MPOs from enacting or enforcing these minimum parking requirements on or after June 30, 2025. The law was adopted with the intent of reducing the overall cost of housing, increasing development feasibility, and promoting a shift toward multi-modal transportation options. To comply with the law, staff are proposing amendments to Title 17 of the Louisville Municipal Code (LMC), which will remove minimum parking requirements for the specified land uses located within identified ATSAs.

BACKGROUND / PRIOR DISCUSSIONS:
HB24-1304 applies to properties within the city that at least partially intersect with areas identified as having Applicable Transit Service, which are defined as areas that are within one-quarter mile of a transit stop that provides service at intervals of 30 minutes or less during peak hours. In Louisville, this includes areas within one-quarter mile of Regional Transportation District (RTD) transit stops, including the DASH route, Route 228 (Lafayette/Louisville/Broomfield), and the Flatiron Flyer stop at US 36 and McCaslin Blvd.

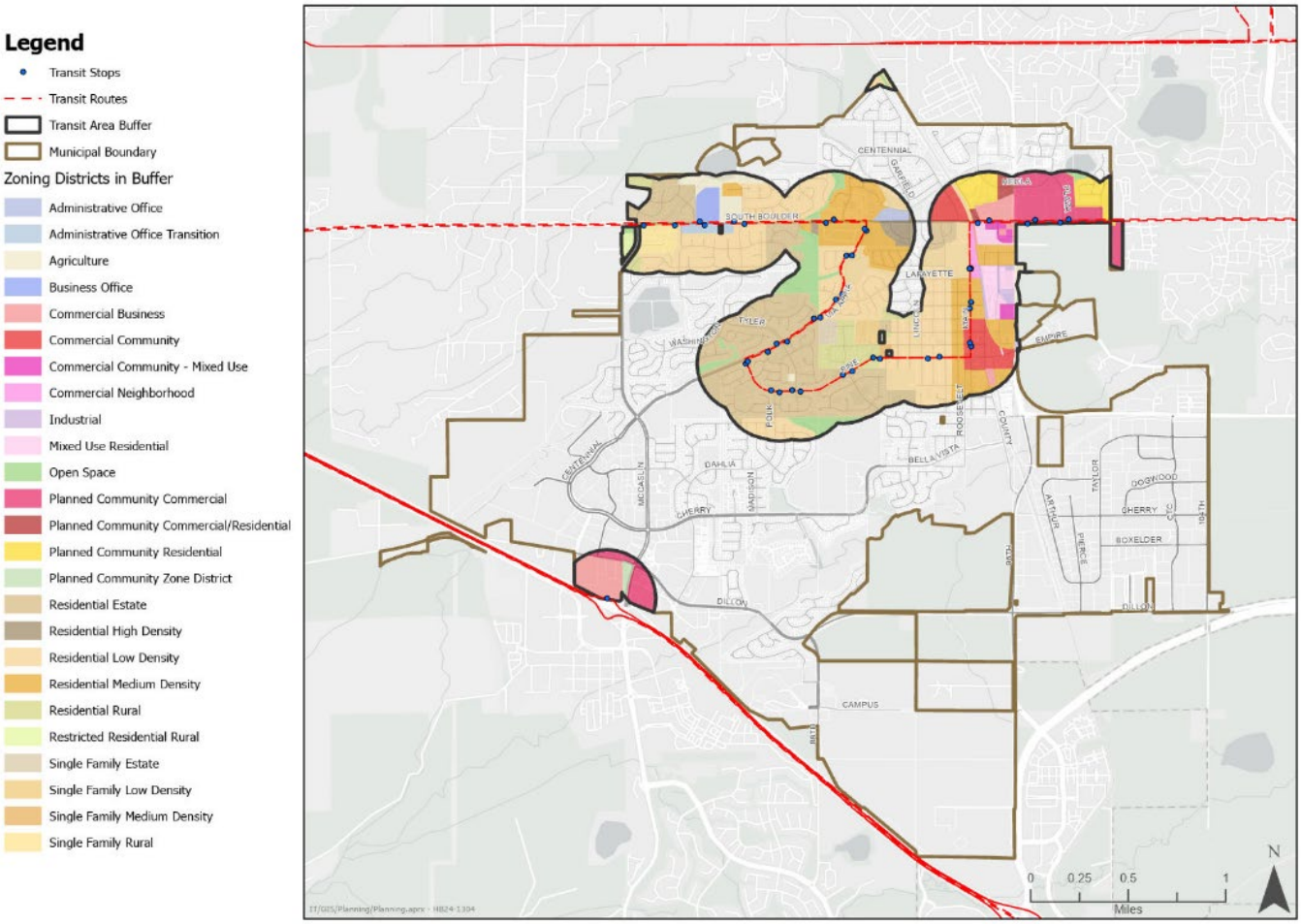
For properties within these ATSAs, the bill **prohibits** local governments from enforcing or requiring minimum off-street parking for:

- New multifamily residential and the residential portion of new mixed-use residential developments; and
- Adaptive reuse projects converting buildings for residential use; and

- Adaptive reuse projects that are at least 50% residential in use, including all uses in such buildings.

Applicable Transit Service Areas were developed and determined by the Colorado Department of Local Affairs, in collaboration with CDOT, the Colorado Energy Office, and RTD. Applicable Transit Service Areas include locations within one-quarter mile of:

- Existing commuter bus rapid transit stations, such as those served by RTD's Flatiron Flyer routes; and
- Bus stops on routes with weekday service every 30 minutes or more for at least four hours, either already operating or planned for implementation by 2030, such as those served by RTD's Dash route.



Applicable Transit Service Areas in Louisville

Although the law prohibits a local jurisdiction from enforcing minimum parking requirements on multifamily and adaptive reuse development projects within an ATSA, a **developer may voluntarily provide off-street parking for such developments.** The law further clarifies that nothing prevents a local jurisdiction from:

- Parking compliance with affordable housing funding conditions. If the City or a developer has obtained funding for affordable housing development which requires a minimum number of parking spaces, the City may enforce parking requirements necessary to comply with funding conditions.
- Requiring bicycle parking.
- Requiring accessible (ADA) parking spaces and electric vehicle charging stations when a developer voluntarily provides on-site parking.

Definition of Multifamily and Alignment with HB24-1304

HB24-1304 does not include a specific definition of multifamily housing. However, guidance from the Colorado Department of Local Affairs (DOLA) indicates that local jurisdictions may apply their own definition of multifamily (or similar) provided that the definition does not differ substantially from the State's definition. Under C.R.S. § 38-45-101, the State of Colorado defines multifamily as "*any improved real property used or intended to be used as a residence and that contains more than one dwelling unit. Multi-family dwelling includes a condominium or cooperative".*

The Louisville Municipal Code currently defines a "multi-unit or multifamily dwelling" as a *"building used by two or more families living independently of each other in separate dwelling units, but does not include hotels, motels or resorts"*. This definition closely aligns with the State's definition of multifamily housing under C.R.S. § 38-45-101. As such, staff do not recommend any changes to the City's existing definition for the purposes of complying with HB24-1304. The term "multi-unit" will be used throughout this report, and for review and use determination purposes, as it is the general use term that aligns with the definition referenced throughout multiple sections of the LMC.

For new mixed-use buildings, HB24-1304 applies only to the multi-unit residential portion, allowing the City to continue enforcing minimum parking requirements for the nonresidential components of such developments. However, in the case of adaptive reuse projects, where at least 50% of the existing building is converted to residential use, the law prohibits the City from imposing minimum parking requirements for any portion of the building, including the nonresidential uses.

The law defines "adaptive reuse" as the "*conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use".* Staff do not recommend adopting a separate

definition at this time, as the term is generally self-explanatory and clearly implies the repurposing of an existing building for a different land use

Zoning and Case Review

Depending on the zoning district, multi-unit or mixed-use buildings that include residential uses may be permitted either by-right or through a Special Review Use (SRU) process.

In districts where SRU approval is required, proposals are subject to the review criteria set forth in LMC Sec. 17.40. These criteria are designed to ensure compatibility with the surrounding development context by considering the location and nature of the proposed use, the character of adjacent development, and any potential adverse impacts. The SRU process allows for additional review and consideration in established or transitional neighborhoods, helping to ensure that new development aligns with the intent and character of each zoning district. While staff will continue to apply these criteria as part of the SRU review, it is important to note that, in accordance with HB24-1304, parking may not be imposed as a condition of approval for any multi-unit or mixed-use residential development located within an ATSA.

In addition to SRU review, applicable zoning districts include density limitations aligned with the intent of each district, as outlined in LMC Sec. 17.12.010 – District Categories. Zoning districts where multi-unit dwellings are permitted as a Special Review Use include:

- Residential Estate (R-E)
- Residential Low Density (R-L)
- Residential Rural (R-R)
- Business Office (B-O)
- Commercial Business (C-B)
- Commercial Community (C-C)
- Commercial Neighborhood (C-N)

The following zoning districts permit multifamily dwellings as a by-right use. While these districts also include density limitations consistent with the intent of each district, they are generally considered appropriate for higher-density residential development.

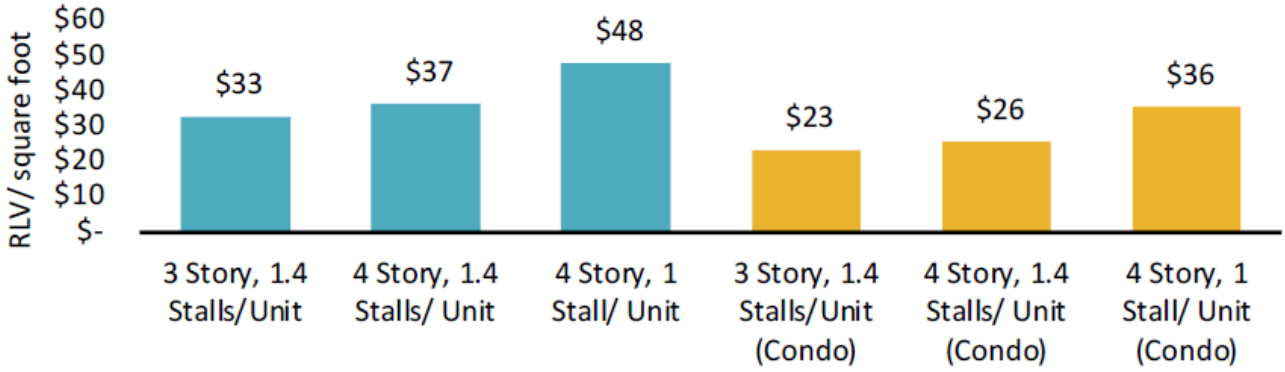
- Residential Medium Density (R-M)
- Residential High Density (R-H)
- Mixed Use Residential (MU-R)
- Planned Community Commercial/Residential (PCZD)

While the City will continue to apply established zoning and SRU criteria to ensure context-sensitive development, HB24-1304 limits our ability to require off-street parking for qualifying projects within ATSAs.

ANALYSIS

The City of Louisville Housing Plan identifies several regulatory and economic barriers that limit the City's ability to meet current and future housing needs. Among these, minimum parking requirements are recognized as a constraint to residential development, particularly for higher-density and income-restricted housing. The Housing Plan notes that existing minimum parking standards increase development costs, reduce buildable area on constrained sites, and negatively impact the financial feasibility of projects, especially in areas near transit where parking demand may be lower.

Modeling conducted as part of the Housing Plan's feasibility analysis demonstrated that reducing parking requirements had a greater positive impact on project viability than increasing building height. Specifically, scenarios that reduced parking from 1.4 to 1 space per unit yielded higher residual land values for both rental and for-sale multifamily projects, thereby improving the financial feasibility of development and increasing the likelihood that such projects will move forward. The Plan further recommends reduced parking ratios and parking-related incentives in targeted areas such as transit corridors and Downtown Louisville, where walkability and access to multimodal transportation options can support lower vehicle dependence. These areas directly coincide with the ATSAs identified in HB24-1304 where enforcement of parking minimums is not prohibited.



Feasibility Results for Three- and Four-Story Multifamily Prototypes with Parking Reduction

The Housing Plan emphasizes the importance of revisiting parking requirements as part of a broader strategy to modernize the City's zoning and land use regulations, and community engagement responses highlighted a desire for more flexible parking standards, especially near transit, as a way to support more affordable and diverse housing types.

While HB24-1304 prohibits the City from enforcing minimum off-street parking requirements for multi-unit developments within ATSAs, staff anticipate that most eligible projects will continue to include off-street parking on a voluntary basis. This expectation is supported by several industry-standard development considerations. First, market feasibility analyses routinely identify parking availability as a critical factor in project leasing and long-term occupancy, particularly in suburban communities such as the City of

Louisville. Second, private financing entities, including construction lenders and long-term investors, often require some level of on-site parking as a condition of funding. These parties typically view the inclusion of parking as essential to maintaining the competitiveness and financial viability of a development. As such, while the City must comply with the prohibition on mandatory parking minimums, the practical realities of the development process are likely to result in the inclusion of off-street parking in most future development projects.

Staff recognize that the elimination of parking minimums may result in unintended consequences, including the potential for spillover parking in adjacent neighborhoods or commercial areas. However, the extent of any such impacts remains unknown at this time and will likely depend on the location, scale, and design of future development proposals as well as ongoing market behavior. Staff will continue to monitor conditions to consider policy responses.

2025 COUNCIL WORK PLAN:
This code amendment supports the 2025 City Council Work Plan by addressing two Council Priorities:

- Economic Vitality - this item is a targeted development code amendment to maintain a business-friendly approach by providing more flexibility for site planning with residential and mixed-use buildings near transit.

- Housing – this item implements the Housing Plan through a development code amendment that supports more flexibility for off street parking, which can be one of the most significant barriers to building new, more affordable housing.

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

ALTERNATIVES:
The City Council may approve, approve with amendments, or not adopt the ordinance amendment.

Not adopting the ordinance will leave the City in violation of HB24-1304. This may result in loss of eligibility for state funding and create legal challenges for the City.

PUBLIC COMMENTS:
No public comments have been received as of the date of this report.

PLANNINING COMMISSION RECOMMENDATION:
On May 8, 2025, The Planning Commission recommended approval of Resolution 8, Series 2025, approval of an ordinance amending Title 17 of the Louisville Municipal Code

(LMC) concerning parking minimums for multifamily and adaptive reuse development to comply with HB24-1304. Video of that meeting is available here.

STAFF RECOMMENDATION:
Staff recommend approval of Ordinance No. 1897, Series 2025, amending Title 17 of the Louisville Municipal Code (LMC) concerning parking minimums for multifamily and adaptive reuse development to comply with HB24-1304.

ATTACHMENTS:
1. Ordinance No. 1897, Series 2025
2. Resolution 8, Series 2025
3. DOLA HB24-1304 Guide
4. HB24-1304
5. ATSA Map

ORDINANCE NO. 1897
SERIES 2025

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING PARKING MINIMUMS FOR MULTIFAMILY AND ADAPTIVE REUSE DEVELOPMENT

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter"); and

WHEREAS, the Colorado General Assembly enacted House Bill 24-1304, codified in Section 29-20-115, Colorado Revised Statutes, concerning parking requirements within Metropolitan Planning Organizations; and

WHEREAS, House Bill 24-1304 requires local governments within Metropolitan Planning Organization areas, including the City, to eliminate minimum parking requirements for certain new multifamily residential developments and adaptive reuse projects within designated transit areas; and

WHEREAS, the City recognizes that reducing or eliminating parking minimums in strategic locations supports goals of increasing housing affordability, encouraging transit-oriented development, promoting environmental sustainability, and complying with state law; and

WHEREAS, after a duly noticed public hearing held May 8, 2025, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice; and

WHEREAS, the City Council finds it necessary and appropriate to amend Title 17 of the Louisville Municipal Code to conform with the requirements of House Bill 24-1304 and to support broader community goals for mobility, housing, and sustainability.

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

Section 1. Section 17.20.010 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.20.010 Parking requirements

A. At the time of the erection of a new structure or at the time of enlargement or change in use of an existing structure within any district in the city, off-street parking spaces shall be as provided in this section and in section 17.20.020.

B. If parking space has been provided in connection with an existing use or is added to an existing use, the parking space shall not be eliminated if elimination would result in less space than is required by section 17.20.020.

C. Where square feet are specified, the area measured shall be the floor area primary to the functioning of the particular use of property and shall exclude stairwells; elevator shafts; hallways; ornamental balconies; space occupied by heating, air conditioning or other utility equipment; space devoted exclusively to storage; and space devoted to off-street parking or loading. This subsection C shall not apply to development subject to the City of Louisville Commercial Development Design Standards and Guidelines.

D. The number of employees of a new or expanding business shall be estimated in a manner approved by the planning commission, and the number of employees of an established business shall be determined from an examination of employment information presented by applicants.

E. Uses in the area designated as Downtown Louisville shall be exempt from the requirements of this Section and Section 17.20.020.

F. Notwithstanding any parking requirements contained in the City's adopted design standards and guidelines or previously approved development plans, including Planned Unit Developments ("PUDs") and General Development Plans ("GDPs"), off-street parking shall not be required for new multi-unit or multifamily residential developments or for adaptive reuse developments in which residential dwelling units occupy fifty percent (50%) or more of the total floor area, provided such developments are located within an Applicable Transit Service Area, as defined in Section 29-36-102(3) of the Colorado Revised Statutes and identified on the official map maintained by the Colorado Department of Local Affairs.

Section 2. Section 17.20.020 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.20.020. Parking standards designated for each use

The parking requirements for each use shall be as follows:

A. Residential uses:

1. ~~For~~ Except as set forth in Section 17.20.010.F of this Code, one-family dwellings and two-family dwellings with separate driveways, two spaces per dwelling unit (driveway and garage or carport areas defined as off-street parking space);
2. ~~For~~ Except as set forth in Section 17.20.010.F of this Code, multifamily dwellings containing three or more dwelling units, two spaces per dwelling unit;
3. For a residential hotel, rooming house or boardinghouse, one space per guest accommodation;
4. For housing restricted to the aged, disabled, etc., one-half space per unit;
5. For dormitories and other lodging facilities and rooms for unmarried students, three spaces per four occupants;

B. Commercial residential uses:

1. For hotels and motels, one space per guest room plus one space per two employees;
2. For a club or lodge, spaces to meet the combined requirements of the uses being conducted, such as hotel, restaurant, auditorium, etc.;

C. Institutions:

1. For a nursing home, rest home or home for the aged, one space per three beds;
2. For a hospital, three spaces per two beds;

D. Places of public assembly:

1. For a church, one space per three seats;

2. For a library or reading room, one space per 400 feet of floor area plus one space per two employees;

3. For a preschool nursery, day care school, kindergarten, elementary school or intermediate school, 1½ spaces per teacher plus one space per administrative employee, in addition to any areas for loading and unloading of pupils;

4. For a high school, one space per teacher, plus one space per administrative employee, plus one space for each three students or one space per three seats in the main auditorium;

5. For a vocational or commercial school, one space per teacher, plus one space per administrative employee, plus one space per two students;

6. For auditoriums and meeting rooms, one space per three seats;

7. Where there is no fixed seating, the standard shall be one space per 21 square feet of seating area;

E. Commercial amusements:

1. For a stadium, arena or theater, one space per two seats;

2. For a bowling alley, five spaces per alley plus one space per two employees;

3. For dance halls and skating rinks, one space per 50 feet of floor area plus one space per two employees;

4. For other commercial amusements where there is no fixed seating, the standard shall be one space per 21 square feet of seating area;

F. Commercial:

1. For a retail store, except as provided in subsection F.2 of this section, two spaces per 300 square feet of floor space;

2. For a service or repair shop, or a retail store handling exclusively bulky merchandise such as automobiles and furniture, 1½ spaces per 300 square feet of floor area;

3. For offices other than medical and dental, one space per 300 square feet of floor area;

4. For medical and dental clinics, two spaces per 300 square feet of floor area plus one space per two employees;

5. For an eating or drinking establishment, one space per three seats;

6. For mortuaries, one space per three seats;

G. Industrial:

1. For a storage warehouse, manufacturing establishment, or an air, rail or trucking freight terminal, two spaces per three employees,

2. For wholesale establishments, one space per employee plus one space per 500 square feet of patron serving area;

H. For uses not specified, the number of required parking spaces shall be specified by the director of planning of the city with consent of the planning commission, based upon usage, square footage and other criteria as set forth in this chapter.

I. This section shall not apply to land uses for which off-street parking requirements are not required pursuant to subsection 17.20.010.F of this Chapter.

Section 3. Section 17.20.025 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.20.025. Parking standards designated for Downtown Louisville.

A. Within Downtown Louisville, at the time of any building construction, expansion or modification that creates additional floor area, off-street parking spaces shall be provided at a ratio of one parking space per 500 square feet of all nonresidential new floor area rounded to nearest 500 square feet. Where residential square footage is proposed, the parking requirements in the following table will be used:

All Residential Uses [Note 1]:	
1-bedroom unit	Minimum: 1 space per unit Maximum: 1.25 spaces per unit
2-bedroom unit	Minimum: 2 spaces per unit
3-or-more-bedroom unit	Minimum: 2.0 spaces per unit
Additional guest parking [Note 2]	1 space per dwelling unit in addition to the minimum off-street parking spaces

Notes to Table 1:

1. Off-street parking spaces located in an enclosed parking garage, including those in an accessory residential garage shall not be counted toward the maximum amount of spaces permitted.
2. On-street parking spaces abutting the property line(s) of the primary building housing the use may be counted toward the required number of residential guest parking spaces.
3. Off-street parking shall not be required for the following land uses, provided they are located within an Applicable Transit Service Area, as defined in Section 29-36-102(3) of the Colorado Revised Statutes and identified on the official map maintained by the Colorado Department of Local Affairs:
    a. New multi-unit or multifamily developments; and
    b. Adaptive reuse developments in which residential dwelling units occupy fifty percent (50%) or more of the total floor area.

Section 4. 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 5. 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 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:
Kelly PC

_____
Kathleen Kelly, City Attorney

PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF _____, 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET, LOUISVILLE, CO 80027.

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of _____, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

RESOLUTION NO. 8
SERIES 2025

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING PARKING MINIMUMS FOR MULTIFAMILY AND ADAPTIVE REUSE DEVELOPMENT

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Colorado General Assembly enacted House Bill 24-1304, codified in Section 29-20-115, Colorado Revised Statutes, concerning parking requirements within Metropolitan Planning Organizations; and

WHEREAS, House Bill 24-1304 requires local governments within Metropolitan Planning Organization areas, including the City, to eliminate minimum parking requirements for certain new multifamily residential developments and adaptive reuse projects within designated transit areas; and

WHEREAS, the City recognizes that reducing or eliminating parking minimums in strategic locations supports goals of increasing housing affordability, encouraging transit-oriented development, promoting environmental sustainability, and complying with state law; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Louisville Municipal Code to prohibit the enforcement of parking minimums for multifamily and adaptive reuse development.

PASSED AND ADOPTED this 8th day of May, 2025.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Jeffrey Moline, Secretary
Planning Commission

Version 1 published September 27, 2024

HB24-1304 Guidance

Concerning Parking Requirements within Metropolitan Planning Organizations.

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Version 1 published September 27, 2024

Section 1: Background

The Legislative Declaration of HB24-1304 emphasizes that requirements for minimum amounts of off-street parking limit the amount of housing that can be built on many sites, and that many parking spaces provided for residential developments remain unused. One recent study of multifamily housing near RTD stations found that approximately 40 percent of parking spaces for market rate housing and 50 percent of parking spaces for income-restricted housing are unused by residents at peak times.[1] Minimum parking requirements that exceed what is necessary for the residents and visitors not only increase the cost of housing but also lower development density, which is associated with higher vehicle ownership, more vehicle miles traveled, more greenhouse gas emissions, and reduced walking and bicycling.[2] Lowering residential development density also increases the costs of building and maintaining infrastructure needed to serve residential projects.[3]

Section 2: Summary of Law

In general, communities subject to the law are prohibited from enacting or enforcing minimum off-street parking requirements on multifamily housing developments and some mixed-use developments in specific locations. The law contains some exceptions to its basic requirements, and addresses additional issues not covered in this summary. This section summarizes the key requirements of HB24-1304 but does not substitute for a close reading of the law itself.

This document explains how DOLA will determine local government compliance. It does not constitute legal advice, and local governments are encouraged to consult with their municipal or county attorney for that purpose.

The law's provisions take effect on June 30, 2025. All capitalized terms in this guidance are defined in the law.

Section 2.1: Applicability

C.R.S. 29-36-103(1) and (2)

HB24-1304 applies to:

- Those portions of Colorado Home Rule or statutory cities and towns, Territorial Charter cities and towns, and consolidated cities and counties, that are located

[1] Residential Parking in Stations Areas: A Study of Metro Denver
[2] What do residential lotteries show us about transportation choices? - Adam Millard-Ball, Jeremy West, Nazanin Rezaei, Garima Desai, 2022
Effects of Parking Provision on Automobile Use in Cities: Inferring Causality - Christopher T. McCahill, Norman Garrick, Carol Atkinson-Palombo, Adam Polinski, 2016
Households with constrained off-street parking drive fewer miles | Transportation
[3] Relationships between Density and per Capita Municipal Spending in the United States

in a Metropolitan Planning Organization (MPO) and in an Applicable Transit Service Area, as shown on the maps produced by the Department of Local Affairs (hosted on the DOLA website), regardless of the population of those areas; and

- Those portions of Colorado counties, including Home Rule counties, that are located in a Metropolitan Planning Organization (MPO) and in Applicable Transit Service Area, as shown on the map produced by the Department of Local Affairs, regardless of the populations of those areas.

A list of communities that contain an Applicable Transit Service Area subject to the new law as of the publication of this guidance can be found at the end of this document.

Section 2.2: Key Terms Used in the Law

Summarized from C.R.S. 29-36-102

This section lists several key terms defined in the law. Please note that the law contains numerous additional definitions that may be important in specific contexts.

"Adaptive Reuse" means the conversion of an existing structure from the use for which it was constructed to a new use by maintaining elements of the structure and adapting such elements to a new use.

"Applicable Transit Plan" means a plan of a transit agency whose service territory is within a metropolitan planning organization, including a system optimization plan or a transit master plan that: (a) has been approved by the governing body of a transit agency on or after January 1, 2019, and on or before January 1, 2024; (b) identifies the planned frequency and span of service for transit service or specific transit routes; and (c) identifies specific transit routes for short-term implementation according to that plan, or implementation before January 1, 2027.

"Applicable Transit Service Area" means an area designated by the map created in Section 29-36-106. (see below for more detail on this process and criteria)

"Commuter Bus Rapid Transit Service" means a bus rapid transit service that operates for a majority of its route on a freeway with access that is limited to grade-separated interchanges.

"Land Use Approval" means any final action of a local government that has the effect of authorizing the use or development of a particular parcel of real property.

“Loading Space” means an off-street space or berth that: (a) is on the same site with a building or contiguous to a group of buildings; (b) is designated for the temporary parking of either: (I) a commercial vehicle while materials are loaded in or unloaded

from the vehicle; or (II) a vehicle while passengers board or disembark from the vehicle; and (c) abuts upon a street, alley, or other means of access.

"Maximum Parking Requirement" means a requirement established in local law that limits the number of parking spaces that may be made available in connection with a real property.

"Minimum Parking Requirement" means a requirement established in local law that a number of parking spaces be made available in connection with a real property.

"Parking Space" means an off-street space designated for motor vehicle parking. A parking space does not include a loading space.

"Regulated Affordable Housing" means affordable housing that: (a) has received loans, grants, equity, bonds, or tax credits from any source to support the creation, preservation, or rehabilitation of affordable housing that, as a condition of funding, encumbers the property with a restricted use covenant or similar recorded agreement to ensure affordability, or has been income-restricted under a local inclusionary zoning ordinance or other regulation or program; (b) restricts or limits maximum rental or sale price for households of a given size at a given area median income, as established annually by the united states department of housing and urban development; and (c) ensures occupancy by low- to moderate-income households for a specified period detailed in a restrictive use covenant or similar recorded agreement.

> ***NOTE**: This statute does not define multifamily housing. C.R.S. 38-45-101 offers a reasonable definition of multifamily, which reads ""Multi-family dwelling" means any improved real property used or intended to be used as a residence and that contains more than one dwelling unit. Multi-family dwelling includes a condominium or cooperative." Another common definition of multifamily housing is any building with three or more residential units, which is how building codes typically delineate residential building types. If your jurisdiction's definition of multifamily differs significantly from these common definitions, please reach out to DOLA early to discuss.*

Section 2.3: What Does the Law Require Local Governments to do?

Summarized from C.R.S. 29-36-103(1) and (2) and 29-36-106

HB 24-1304 prohibits local governments that are subject to the law from enacting or enforcing Minimum Parking Requirements on multifamily housing developments located in Applicable Transit Service Areas on or after June 30, 2025. DOLA must produce an official map for use by subject jurisdictions of the Applicable Transit Service Areas by September 30, 2024. The prohibition applies to all new multifamily

residential development, regardless of whether it is a freestanding residential building or part of a mixed-use building or development that also contains some non-residential uses. In addition, the prohibition applies to Adaptive Reuse of an existing building for completely residential purposes, and to Adaptive Reuse of an existing building for a mix of uses in which at least 50 percent of the resulting use is residential. Importantly, the law does not prohibit residential or mixed-use developers from including off-street parking in the development; it simply prohibits the local government from requiring that parking as part of its zoning or land development regulations or procedures.

Section 2.4: What Types of Local Parking Regulations Are Still Allowed in Applicable Transit Service Areas?

Summarized from C.R.S. 29-36-103(3)

The law clarifies that nothing prevents local governments from addressing several parking-related issues in Applicable Transit Service Areas, including:

- **Residential parking voluntarily provided by the developer.** If the developer voluntarily includes off-street parking in a residential or mixed use development, the local government may:
    - Require that those parking spaces include the same number of spaces for persons with disabilities that would be required under the Americans with Disabilities Act.
    - Require that those spaces include the number and type of electric vehicle charging spaces required by the Colorado Model Electric Ready and Solar Ready Code developed pursuant to HB22-1362.
    - Impose maximum limits on the amount of off-street parking spaces voluntarily provided (i.e. Maximum Parking Requirements).
    - Require that the developer charge for the use of those parking spaces (i.e., not make them available free of charge to residents, businesses, or patrons of the development).
    - Require that the developer contribute to a parking enterprise, parking permitting system, or a shared parking plan.
- **Bicycle parking**. The local government may adopt or enforce minimum requirements for bicycle parking.
- **Compliance with affordable housing funding conditions.** If the local government has obtained funding to support affordable housing development, and that funding requires that a minimum number of parking spaces be

included in the development, the local government may accept the funding and may impose and enforce the parking requirements necessary to comply with those funding conditions. If the developer has obtained funding to support affordable housing development, and that funding requires that a minimum number of parking spaces be included in the development, the developer may voluntarily provide those parking spaces.

- **Parking agreements entered prior to the Effective Date.** If the local government has entered into agreements before July 1, 2025, to encourage the production of affordable housing by reducing otherwise-applicable Minimum Parking Requirements for one or more specific developments, the local government may continue to enforce those agreements after July 1, 2025.

Section 2.5: Is There an Exception Allowing Minimum Parking Standards?

Summarized from C.R.S. 29-36-104

Local governments subject to the law can impose a Minimum Parking Requirement of up to one space per dwelling unit in limited circumstances. Each exception is only available for a specific project (not an entire community) that (a) contains 20 or more housing units, or (b) is a Regulated Affordable Housing project. The process to obtain an exception is not simple, and use of the exception requires the local government to submit periodic reports to DOLA to ensure that use of the exception does not undermine the purpose of the law.

To impose this Minimum Parking Requirement, the local government must, within 90 days after receipt of a completed application for an eligible project, conduct (or have someone conduct) a project-specific analysis and publish specific findings. The findings must:

(a) Be supported by substantial evidence that supports a finding of substantial negative impact on safe pedestrian, bicycle, or emergency access to the housing development project, or on existing on- or off-street parking spaces within one-eighth mile of the project;

(b) Include parking utilization data collected from the area within one-eighth mile of the project;

(c) Be reviewed and approved by a professional engineer; and

(d) Demonstrate that the local government implementation of strategies to manage demand for on-street parking for the area within one eighth-mile of the project would not be effective to mitigate a substantial negative impact found pursuant to this section. Guidance for implementing strategies to

manage parking will be included in the parking management best practices resource that DOLA is required to publish by December 31, 2024.

If the required findings are published within 90 days and the local government imposes a minimum off-street parking requirement, then the local government will be required to submit information regarding the use of the exception to DOLA no later than December 31, 2026, and annually thereafter.

Section 2.6: Reporting Requirement

Summarized from C.R.S. 29-36-104(3)

If a local government uses the limited exception detailed in C.R.S. 29-36-104 and imposes a Minimum Parking Requirement of up to one parking space per unit on a multifamily residential development in an Applicable Transit Service Area, the local government must file information, in a form and manner that will be specified by DOLA at a later date, regarding the use of that exception with DOLA no later than December 31, 2026, and annually thereafter.

Section 2.7: What does the Law Require DOLA to do?

Summarized from C.R.S. 29-36-105 and 106

To assist local governments to comply with the requirements of HB24-1304, the law requires DOLA to prepare an official map of Applicable Transit Service Areas no later than September 30, 2024, for use by subject jurisdictions to identify the areas where the law applies. As indicated in the definition of this key term, the map includes areas within one-quarter mile of:

- Existing commuter and light rail stations with planned or scheduled service that has a frequency of every 30 minutes or more frequent between 7am and 10am, and 4pm and 7pm;
- Existing Commuter Bus Rapid Transit stations, such as those served by RTD's Flatiron Flyer routes; or
- Planned or existing stops served by public bus routes that have a planned or scheduled frequency of 30 minutes or more frequent on weekdays, excluding seasonal service.

In addition, the law requires DOLA to work with the Colorado Department of Transportation and the Colorado Energy Office to engage with stakeholders to develop and publish best practices and technical assistance materials to support local governments in optimizing parking supply and managing parking demand. The resources must focus on increasing affordable housing production and housing supply, and cover topics including Maximum Parking Requirements, transportation demand

management, parking benefit districts and on-street parking management, right-sizing parking, shared parking, and addressing parking needs for affordable housing. DOLA, CEO, and CDOT will be conducting stakeholder engagement in the fall and summer of 2024 to develop these resources, and the law requires that the results be published no later than December 31, 2024.

Section 3: Guidance

Colorado local governments subject to HB24-1304 who are reviewing current zoning laws and regulations for alignment with the law's requirements should focus on:

Section 3.1: Applicability statements for Minimum Parking Requirements

Many local zoning and development codes that impose Minimum Parking Requirements on new development or adaptive reuse projects begin with an applicability statement clarifying where those standards apply. Compliance with the law can be accomplished by modifying that statement to clarify that Minimum Parking Requirements for multifamily residential development and the types of Adaptive Reuse projects covered by the law do not apply to the areas shown on the Applicable Transit Service Area map published by the Colorado Department of Local Affairs (DOLA) by September 30, 2024. To increase transparency and user-friendliness, a map of those areas, or a cross-reference to the DOLA map, can be included in the zoning and development code.

If the local government wants to take advantage of the limited exceptions allowing imposition of a one-space-per-unit Minimum Parking Requirements in certain cases, that exception should be included in the applicability statement. For example, the applicability statement could be modified to state that minimum parking standards shall not apply in the areas shown on the DOLA map except as permitted by C.R.S. Section 29-36-104.

> ***NOTE:*** *A growing number of communities around the country are removing Minimum Parking Requirements altogether. Despite the limited scope of HB24-1304, Colorado communities subject to the law may want to consider removing Minimum Parking Requirements for all uses within their Applicable Transit Service Areas, or for multi-family housing developments in each of the zoning districts that have any overlap with their Applicable Transit Service Areas, or from the entire community, in order to simplify implementation, avoid potential overregulation of parking, and further reduce housing costs.*

Section 3.2: Parking standards in zoning districts or a parking table

Many zoning and development codes include a Minimum Parking Requirement in one or more zoning districts and some codes consolidate that information into a parking table. These sections of the zoning and development code should be revised to eliminate the Minimum Parking Requirement for types of multifamily and Adaptive Reuse mixed use development covered by the law. If the local government wants to take advantage of the limited exceptions allowing imposition of up to one space per unit Minimum Parking Requirements in certain cases, that exception should be noted or cross-referenced in this section. The example in Section 4 below illustrates one way to do so.

Section 3.3: Criteria or standards for approving multifamily housing developments

If the local government wants to take advantage of the limited exceptions allowing imposition of up to a one space per unit Minimum Parking Requirement in certain cases, it should also revise the criteria used to review and approve multifamily residential development and Adaptive Reuse projects covered by the law to state that a Minimum Parking Requirement of up to one space per unit may only be imposed if the local government publishes the findings required by the law within 90 days after receiving a completed application for the project. These revisions can be incorporated into use-specific standards, or into the criteria applicable to approval of conditional use or site plan approvals for multifamily residential developments or Adaptive Reuse projects covered by the law.

Section 3.4: Demonstrating Compliance

The simplest method by which Subject Jurisdictions may comply with the requirements of HB24-1304 is by revising local zoning and land use regulations so that any revisions necessary to comply with the law be completed by June 30, 2025. If a Subject Jurisdiction is uncertain about their ability to revise their regulations prior to the compliance deadline, they are urged to contact DOLA as soon as possible.

Section 4: Examples

The following two examples are from zoning ordinances currently in use in Colorado, with ~~red strikeout text~~ used to show text that could be deleted and red underlined text that could be added to comply with the law. These examples are presented not as recommended approaches, but to illustrate examples of the minimum changes necessary to comply with the requirements of HB 24-1304.

Example 1

In this example, we assume that the community does not want to implement the exceptions that would allow it to require one parking space per dwelling unit in those circumstances allowed by the law.

Sec. [1] General provisions.

a) Off-street parking is an accessory use in all districts and is subject to [Section X], except for the area limitations. Off-street parking in the Transit Oriented Development District can be considered either a main use or an accessory use. An SUP is required for off-street parking as a main use in the TOD district.

(b) The off-street parking requirements for each use are listed in [Section 2 below]. However, no off-street parking shall be required for new multiple dwelling development or in any adaptive reuse development in which more than 50 percent of the gross floor area of the development is in residential dwelling use, within those areas designated by statute and identified by a map maintained by the Colorado Department of Local Affairs as Applicable Transit Service Areas.

[. . .]

(h) In all districts, required off-street parking shall be available as free parking, except up to one-half of the required parking may be contract parking on other than an hourly or daily fee basis.

(i) Except as specifically permitted in this article, all off-street parking shall be provided on the lot occupied by the main use. When adequate cross-access agreements are in place, off-street parking for a main use may be permitted on an adjacent lot.

Sec. [2] Off-street parking and loading requirements chart.

Off-Street Parking and Loading Requirements		
Use	***Required Off-Street Parking***	***Required Off-Street Loading***
Part VIII. Residential Uses		
Multiple dwellings [A]	*a) One space for each 500 square feet of floor area, up to a maximum of three for each dwelling unit.*	*None.*
	b) One guest space shall be provided for each five dwelling units and shall be distributed throughout the site.	

Off-Street Parking and Loading Requirements		
Use	***Required Off-Street Parking***	***Required Off-Street Loading***
Retirement housing [A]	*Seven-tenths of a space for each dwelling unit or suite, plus one space for each 300 square feet of floor area not in a dwelling unit or suite.*	*None*
A. No off-street parking shall be required for new multiple dwelling development or for adaptive reuse development in which more than 50 percent of the gross floor area of the development is in residential use, within those areas designated by the statute and identified in a map maintained by the Colorado Department of Local Affairs as Applicable Transit Service Areas.		

Example 2

In this example, we assume that the community wants to implement the exceptions that would allow it to require one parking space per dwelling unit in those circumstances allowed by the law.

ARTICLE X. - PARKING AND LOADING

DIVISION X-1. - PURPOSE AND APPLICATION OF ARTICLE

X-1-1. - Purpose of article. *The purpose of this Article is to specify minimum requirements for the provision and design of off-street parking and loading areas, in proportion to the parking, loading, and transportation demands of different land uses throughout the City. The standards in this Article are intended to provide for adequate off-street parking and loading while supporting walkable urbanism in appropriate locations, and allowing the flexibility needed to accommodate alternative parking solutions. Off-street parking requirements in this Article shall apply to automobile, motorized vehicle, and bicycle parking.*

X-1-2. - Application of article. *The divisions within this Article are applied as follows:*

A. Division X-2. Parking and Loading Calculations, sets out standards for calculating the number of required parking and loading spaces based on the anticipated demand for parking and loading generated by the use of the subject property. The Division also provides for certain exemptions from parking requirements, as well as methodologies for reducing the amount of required parking. Notwithstanding other provisions of Division X-2, no off-street parking shall be required for new multifamily development or for

adaptive reuse development in which more than 50 percent of the gross floor area of the development is in residential use, within those areas designated by the statute and identified in a map maintained by Colorado Department of Local Affairs as Applicable Transit Service Areas, unless the provisions of Section Y-3-2D apply, in which case a minimum parking requirement of 1 space per dwelling unit shall apply.

B. *Division X-3, Parking and Loading Design, sets out standards for the design of parking and loading areas.*

C. *Division X-4. Use and Maintenance of Parking Areas, sets out standards for how parking areas may be used, as well as minimum standards for their ongoing maintenance.*

DIVISION X-2. - PARKING AND LOADING CALCULATIONS

X-2-1. - Calculation of required parking spaces.

A. *Generally. Section X-2-2, Parking Requirements Tables, sets out the number of parking spaces that are required for additions, significant redevelopment, and new developments for each land use that is listed in [Division A] Land Use by Zoning District.*

. . .

X-2-2. - Parking requirements tables.

A. *Residential Land Uses. The required off-street parking for residential land uses is set out in Table X-2-2A, Residential Land Use Parking Standards.*

Table X-2-2A: Residential Land Use Parking Standards	
Land Use	***Minimum Required Parking***
Standard Housing Types	
Multifamily and Multiplex [1]	*efficiency units: 1.4 sp./du*
	1 BR units: 1.6 sp./du
	2 BR units: 2.1 sp./du
	3+ BR units: 2.5 sp./du
Multifamily, Affordable [2,1]	*efficiency units/1 BR units: 1.4 sp./du*
	2 + BR units: 2.0 sp./du
Multifamily, Senior [3, 1]	*1 sp./du*
TABLE NOTES: [1] No off-street parking shall be required for new multifamily development or for adaptive reuse development in which more than 50 percent of the gross	

Table X-2-2A: Residential Land Use Parking Standards	
Land Use	***Minimum Required Parking***
floor area of the development is in residential use, within those areas designated by the statute and identified in a map maintained by Colorado Department of Local Affairs as Applicable Transit Service Areas, unless the requirements of Section Y-3-2.D have been met, in which case the provision of 1 space per dwelling unit applies. *[2] Projects that receive Low Income Housing Tax Credits.* *[3] Age restricted projects for residents 62 years and older.*	

Y-3-2. - Residential standards.

A. Single-Family Detached.

1. In the MX-S and MX-U zoning districts, in order to buffer existing single-family detached dwellings, the single-family detached lot shall only adjoin or be located across a local street from an existing or approved single-family residential subdivision. The lot width that is used for the housing type shall be within 25 percent of the average lot width of the adjoining lots or the lots that are directly across the local street (as applicable) that are developed with single-family detached dwelling units.

2. In the MX-N district, single-family detached units shall not be adjacent to arterial streets.

B. Duplex.

1. Each individual duplex dwelling unit shall have a separate exterior entrance and separate utility meters.

C. Townhome.

1. Each individual townhome dwelling unit shall have direct access to a street, alley, or shared open space.

D. Multifamily.

1. No off-street parking shall be required for new multifamily development or for adaptive reuse development in which more than 50 percent of the gross floor area of the development is in multifamily use, within those areas designated by the statute and identified in a map maintained by Colorado Department of Local Affairs as Applicable Transit Service Areas, unless the provisions of Subsection D.2 below apply, in which case one space per dwelling unit shall be provided.

2. *The City may require that up to one off-street parking space be provided for each dwelling unit if all of the following requirements are met:*

   (a) The multifamily project is a new development project containing 20 or more dwelling units, or contains regulated affordable housing as defined in C.R.S. 29-36-102;

   (b) Within 90 days after receipt of a complete application for the proposed multifamily development, the City has published written findings that not imposing or enforcing a minimum parking standard in connection with the proposed multifamily development would have a substantial negative impact on:

      (i) Safe pedestrian, bicycle, or emergency access to the multifamily development, or;

      (ii) Existing on- or off-street parking spaces within one-eighth mile of the multifamily development;

   (c) The findings required in Subsection D.2 must:

      (i) Be supported by substantial evidence in support of such findings:

      (ii) Include parking utilization data collected from the area within one-eighth mile of the multifamily development;

      (iii) Demonstrate that the City's implementation of strategies to manage demand for on-street parking in the area within one-eighth mile of the multifamily development would not be effective to mitigate the substantial negative impacts contained in such findings; and

      (iii) Have been reviewed and approved by a professional engineer, as defined in C.R.S. 12-120-202(7).

Section 5: List of jurisdictions with areas subject to HB24-1304

This law applies to Applicable Transit Service Areas in each of the following communities. Please refer to the Applicable Transit Service Areas map on the DOLA website to see areas in each community subject to the new law.

1. Arvada
2. Aurora
3. Boulder
4. Broomfield
5. Centennial
6. Cherry Hills Village
7. Colorado Springs
8. Columbine Valley
9. Commerce City
10. Denver
11. Edgewater
12. Englewood
13. Erie
14. Evans
15. Federal Heights
16. Fort Collins
17. Fountain
18. Foxfield
19. Garden City
20. Glendale
21. Golden
22. Greeley
23. Greenwood Village
24. Lafayette
25. Lakeside
26. Lakewood
27. Littleton
28. Lone Tree
29. Longmont
30. Louisville
31. Loveland
32. Manitou Springs
33. Mountain View
34. Northglenn
35. Pueblo
36. Sheridan
37. Superior
38. Thornton
39. Unincorporated Adams County
40. Unincorporated Arapahoe County
41. Unincorporated Boulder County
42. Unincorporated Douglas County
43. Unincorporated El Paso County
44. Unincorporated Jefferson County
45. Unincorporated Larimer County
46. Unincorporated Pueblo County
47. Unincorporated Weld County
48. Westminster
49. Wheat Ridge



HOUSE BILL 24-1304

BY REPRESENTATIVE(S) Vigil and Woodrow, Bacon, Boesenecker, deGruy Kennedy, Epps, Froelich, Hernandez, Herod, Jodeh, Joseph, Kipp, Mabrey, Rutinel, Sirota, Lindsay, Mauro, Parenti, Weissman, Willford, McCluskie;
also SENATOR(S) Priola and Hinrichsen, Cutter, Gonzales, Jaquez Lewis.

CONCERNING PARKING REQUIREMENTS WITHIN METROPOLITAN PLANNING ORGANIZATIONS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 36 to title 29 as follows:

ARTICLE 36
Strategic Growth

29-36-101. Legislative declaration. (1) THE GENERAL ASSEMBLY FINDS, DETERMINES, AND DECLARES THAT:

(a) THERE IS AN EXTRATERRITORIAL IMPACT WHEN LOCAL GOVERNMENTS ENACT LAND USE DECISIONS THAT REQUIRE A MINIMUM

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

AMOUNT OF PARKING SPACES;

(b) RESIDENTIAL DEVELOPMENTS FREQUENTLY HAVE MORE PARKING THAN IS UTILIZED, WHICH ADDS TO HOUSING COSTS AND ENCOURAGES ADDITIONAL VEHICLE OWNERSHIP AND VEHICLE MILES TRAVELED. ACCORDING TO THE REGIONAL TRANSPORTATION DISTRICT STUDY TITLED "RESIDENTIAL PARKING IN STATION AREAS: A STUDY OF METRO DENVER", UNSUBSIDIZED HOUSING DEVELOPMENTS NEAR REGIONAL TRANSPORTATION DISTRICT STATIONS PROVIDE FORTY PERCENT MORE PARKING THAN RESIDENTS UTILIZE AT PEAK TIMES, AND INCOME-RESTRICTED HOUSING DEVELOPMENTS PROVIDE FIFTY PERCENT MORE PARKING THAN IS USED.

(c) THE 2021 STUDY "PARKING & AFFORDABLE HOUSING" OF PARKING UTILIZATION AT AFFORDABLE HOUSING DEVELOPMENTS ALONG THE FRONT RANGE FOUND THAT HALF OF PARKING SPACES BUILT ON AVERAGE GO UNUSED, AND THAT REQUIREMENTS CAN BE UP TO FIVE TIMES THE NEED ESPECIALLY FOR BUILDINGS SERVING LOWER AREA MEDIAN INCOMES;

(d) LOCAL GOVERNMENT LAND USE DECISIONS THAT REQUIRE A MINIMUM AMOUNT OF PARKING SPACES BEYOND WHAT IS NECESSARY TO MEET MARKET DEMAND INCREASE VEHICLE MILES TRAVELED AND ASSOCIATED GREENHOUSE GAS EMISSIONS. ACCORDING TO A UNIVERSITY OF CALIFORNIA INSTITUTE OF TRANSPORTATION STUDIES ARTICLE TITLED "WHAT DO RESIDENTIAL LOTTERIES SHOW US ABOUT TRANSPORTATION CHOICES?", HIGHER AMOUNTS OF FREE PARKING PROVIDED IN RESIDENTIAL DEVELOPMENTS CAUSE HIGHER RATES OF VEHICLE OWNERSHIP, HIGHER RATES OF VEHICLE MILES TRAVELED, AND LESS FREQUENT TRANSIT USE.

(e) ACCORDING TO THE STUDY "EFFECTS OF PARKING PROVISION ON AUTOMOBILE USE IN U.S. CITIES: INFERRING CAUSALITY" IN THE JOURNAL TRANSPORTATION RESEARCH RECORD, AN INCREASE IN PARKING PROVISIONS FROM ONE-TENTH TO ONE-HALF PARKING SPACE PER PERSON IS ASSOCIATED WITH AN INCREASE IN AUTOMOBILE MODE SHARE OF ROUGHLY THIRTY PERCENT;

(f) ACCORDING TO THE ARTICLE "HOUSEHOLDS WITH CONSTRAINED OFF-STREET PARKING DRIVE FEWER MILES" IN THE JOURNAL TRANSPORTATION, VEHICLE OWNERSHIP RATES ARE FOURTEEN PERCENT HIGHER FOR HOUSEHOLDS WITH MORE THAN ONE AVAILABLE PARKING SPACE PER UNIT COMPARED TO THOSE WITH ONE OR FEWER, AND FOR EVERY

ADDITIONAL VEHICLE PER HOUSEHOLD, THE HOUSEHOLD TRAVELS ON AVERAGE SEVENTEEN MORE MILES OF TOTAL VEHICLE MILES TRAVELED PER DAY;

(g) COLORADANS DRIVE MORE MILES PER PERSON THAN THEY USED TO, WHICH PUTS STRESS ON TRANSPORTATION INFRASTRUCTURE AND INCREASING HOUSEHOLD COSTS. SINCE 1981, PER CAPITA VEHICLE MILES TRAVELED IN COLORADO HAVE RISEN BY OVER TWENTY PERCENT ACCORDING TO DATA FROM THE FEDERAL HIGHWAY ADMINISTRATION.

(h) INCREASED VEHICLE OWNERSHIP AND THE RESULTING VEHICLE MILES TRAVELED IMPACT NEIGHBORING JURISDICTIONS BY INCREASING CONGESTION, ROADWAY INFRASTRUCTURE MAINTENANCE COSTS, AIR POLLUTION, NOISE, AND GREENHOUSE GAS EMISSIONS;

(i) GIVEN THE CLOSE PROXIMITY AND INTERCONNECTED NATURE OF JURISDICTIONS WITHIN COLORADO'S METROPOLITAN REGIONS, MANY RESIDENTS TRAVEL FREQUENTLY BETWEEN JURISDICTIONS FOR WORK, SHOPPING, RECREATION, AND OTHER TRIPS;

(j) IN COLORADO'S MAJOR CITIES, A SIGNIFICANT SHARE OF EMPLOYEES COMMUTE TO JOBS IN THE CITY BUT LIVE ELSEWHERE, INCLUDING SEVENTY PERCENT OF EMPLOYEES IN DENVER, FORTY-FIVE PERCENT IN COLORADO SPRINGS, SIXTY PERCENT IN FORT COLLINS, FIFTY PERCENT IN PUEBLO, AND SIXTY-FIVE PERCENT IN GRAND JUNCTION, ACCORDING TO 2021 DATA FROM THE FEDERAL CENSUS;

(k) EXCESSIVE PARKING REQUIREMENTS LIMIT COMPACT, WALKABLE DEVELOPMENT BY MANDATING ADDITIONAL SPACE BETWEEN USES, WHICH THEN NECESSITATES DRIVING TO REACH MOST DESTINATIONS;

(l) LOWER DENSITY DEVELOPMENT HAS LOWERED REVENUE AND INCREASED CAPITAL AND MAINTENANCE COSTS COMPARED TO MORE COMPACT DEVELOPMENT. NATIONAL STUDIES, SUCH AS THE ARTICLE "RELATIONSHIPS BETWEEN DENSITY AND PER CAPITA MUNICIPAL SPENDING IN THE UNITED STATES", PUBLISHED IN URBAN SCIENCE, HAVE FOUND THAT LOWER DENSITY COMMUNITIES HAVE HIGHER GOVERNMENT CAPITAL AND MAINTENANCE COSTS FOR WATER, SEWER, AND TRANSPORTATION INFRASTRUCTURE AND LOWER PROPERTY AND SALES TAX REVENUE. THESE INCREASED COSTS ARE OFTEN BORNE BY BOTH STATE AND LOCAL

GOVERNMENTS.

(m) VEHICLE TRAFFIC, WHICH INCREASES WHEN LAND USE PATTERNS ARE MORE DISPERSED, CONTRIBUTES TWENTY PERCENT OF NITROGEN OXIDE EMISSIONS, A KEY OZONE PRECURSOR, ACCORDING TO THE EXECUTIVE SUMMARY OF THE MODERATE AREA OZONE STATE IMPLEMENTATION PLAN FOR THE 2015 OZONE NATIONAL AMBIENT AIR QUALITY STANDARDS BY THE REGIONAL AIR QUALITY COUNCIL;

(n) THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY HAS CLASSIFIED THE DENVER METRO AREA AND THE NORTH FRONT RANGE AREA AS BEING IN SEVERE NONATTAINMENT FOR OZONE AND GROUND LEVEL OZONE, WHICH HAS SERIOUS IMPACTS ON HUMAN HEALTH, PARTICULARLY FOR VULNERABLE POPULATIONS;

(o) ACCORDING TO THE GREENHOUSE GAS POLLUTION REDUCTION ROADMAP, PUBLISHED BY THE COLORADO ENERGY OFFICE AND DATED JANUARY 14, 2021, THE TRANSPORTATION SECTOR IS THE SINGLE LARGEST SOURCE OF GREENHOUSE GAS POLLUTION IN COLORADO;

(p) NEARLY SIXTY PERCENT OF THE GREENHOUSE GAS EMISSIONS FROM THE TRANSPORTATION SECTOR COME FROM LIGHT-DUTY VEHICLES, THE MAJORITY OF CARS AND TRUCKS THAT COLORADANS DRIVE EVERY DAY;

(q) SECTION 43-1-128 (3) DIRECTS THE DEPARTMENT OF TRANSPORTATION TO ESTABLISH GREENHOUSE GAS REDUCTION TARGETS, GUIDELINES, AND PROCEDURES FOR STATE AND REGIONAL TRANSPORTATION PLANS, AND THE RESULTING GREENHOUSE GAS PLANNING RULE AND ASSOCIATED MITIGATION POLICY DIRECTIVES INCLUDE A LIST OF GREENHOUSE GAS MITIGATION MEASURES TO ACHIEVE THOSE TARGETS, INCLUDING THE ELIMINATION OF MINIMUM PARKING REQUIREMENTS AND OTHER PARKING MANAGEMENT STRATEGIES;

(r) LOCAL GOVERNMENT LAND USE DECISIONS THAT REQUIRE A MINIMUM AMOUNT OF PARKING SPACES INCREASE THE COST OF NEW RESIDENTIAL PROJECTS, WHICH INCREASES HOUSING COSTS. ACCORDING TO THE REGIONAL TRANSPORTATION DISTRICT STUDY TITLED "RESIDENTIAL PARKING IN STATION AREAS: A STUDY OF METRO DENVER", STRUCTURED PARKING SPACES IN THE DENVER METROPOLITAN AREA COST TWENTY-FIVE THOUSAND DOLLARS EACH TO BUILD IN 2020 AND USE SPACE THAT WOULD

OTHERWISE BE USED FOR REVENUE GENERATING RESIDENTIAL UNITS, DECREASING THE PROFITABILITY OF RESIDENTIAL DEVELOPMENT. AS A RESULT, PARKING REQUIREMENTS THAT NECESSITATE THE CONSTRUCTION OF STRUCTURED PARKING SPACES MAY DISCOURAGE DEVELOPERS FROM BUILDING NEW RESIDENTIAL PROJECTS, OR, IF THEY DO MOVE FORWARD WITH PROJECTS, FORCE THEM TO RECOUP THE COSTS OF BUILDING EXCESSIVE PARKING BY INCREASING HOUSING PRICES.

(s) OFF-STREET SURFACE PARKING COSTS UP TO TEN THOUSAND DOLLARS PER SPACE, AND EACH SPACE REQUIRES UP TO TWO AND ONE-HALF TIMES ITS SQUARE FOOTAGE TO ACCOMMODATE. AS A RESULT, OFF-STREET SURFACE PARKING REQUIREMENTS ALSO MAY DISCOURAGE DEVELOPERS FROM BUILDING NEW RESIDENTIAL PROJECTS, OR, IF THEY DO MOVE FORWARD WITH PROJECTS, FORCE THEM TO BUILD FEWER UNITS THAN THEY OTHERWISE COULD AND RECOUP THE EXCESSIVE COST BY INCREASING HOME PRICES AND RENTS. AN ANALYSIS CONDUCTED BY THE PARKING REFORM NETWORK FOUND THAT AN OFF-STREET PARKING SPACE CAN ADD BETWEEN TWO HUNDRED AND FIVE HUNDRED DOLLARS PER MONTH IN RENT. WHETHER THESE COSTS ARE NECESSARY VARIES FROM ONE BUILDING PROJECT TO THE NEXT, AND THOSE VARIABLES ARE NOT ACCOUNTED FOR IN MANDATED PARKING MINIMUMS.

(t) MINIMUM PARKING REQUIREMENTS PUT SMALL BUSINESSES AT A DISADVANTAGE RELATIVE TO LARGE CORPORATIONS. LARGE CORPORATIONS HAVE MORE CAPITAL AT THEIR DISPOSAL TO FULFILL COSTLY PARKING REQUIREMENTS AND ARE LESS RELIANT ON FOOT TRAFFIC, HUMAN-SCALE VISIBILITY, AND A SENSE OF PLACE TO ATTRACT CUSTOMERS.

(u) IMPERVIOUS SURFACES SUCH AS THOSE BUILT FOR VEHICLE PARKING CREATE AN URBAN HEAT ISLAND EFFECT, CONTRIBUTING TO RISING TEMPERATURES, INCREASING ENERGY COSTS FOR AIR CONDITIONING, AND WORSENING GROUND LEVEL AIR QUALITY. EXCESSIVE LAND COVERAGE OF THIS KIND MAKES STORMWATER MANAGEMENT DIFFICULT AND EXPENSIVE, AND CONTRIBUTES TO FLASH FLOODING AND EROSION, CAUSING INTERJURISDICTIONAL CONFLICTS AND LEGAL DISPUTES.

(2) THEREFORE, THE GENERAL ASSEMBLY DECLARES THAT THE REQUIRED MINIMUM AMOUNT OF PARKING SPACES FOR A REAL PROPERTY IS A MATTER OF MIXED STATEWIDE AND LOCAL CONCERN.

29-36-102. Definitions. AS USED IN THIS ARTICLE 36, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ADAPTIVE REUSE" MEANS THE CONVERSION OF AN EXISTING STRUCTURE FROM THE USE FOR WHICH IT WAS CONSTRUCTED TO A NEW USE BY MAINTAINING ELEMENTS OF THE STRUCTURE AND ADAPTING SUCH ELEMENTS TO A NEW USE.

(2) "APPLICABLE TRANSIT PLAN" MEANS A PLAN OF A TRANSIT AGENCY WHOSE SERVICE TERRITORY IS WITHIN A METROPOLITAN PLANNING ORGANIZATION, INCLUDING A SYSTEM OPTIMIZATION PLAN OR A TRANSIT MASTER PLAN THAT:

(a) HAS BEEN APPROVED BY THE GOVERNING BODY OF A TRANSIT AGENCY ON OR AFTER JANUARY 1, 2019, AND ON OR BEFORE JANUARY 1, 2024;

(b) IDENTIFIES THE PLANNED FREQUENCY AND SPAN OF SERVICE FOR TRANSIT SERVICE OR SPECIFIC TRANSIT ROUTES; AND

(c) IDENTIFIES SPECIFIC TRANSIT ROUTES FOR SHORT-TERM IMPLEMENTATION ACCORDING TO THAT PLAN, OR IMPLEMENTATION BEFORE JANUARY 1, 2027.

(3) "APPLICABLE TRANSIT SERVICE AREA" MEANS AN AREA DESIGNATED BY THE MAP CREATED IN SECTION 29-36-106.

(4) "BUS RAPID TRANSIT SERVICE" MEANS A TRANSIT SERVICE THAT:

(a) IS IDENTIFIED AS BUS RAPID TRANSIT BY A TRANSIT AGENCY, IN A METROPOLITAN PLANNING ORGANIZATION'S FISCALLY CONSTRAINED LONG RANGE TRANSPORTATION PLAN OR IN AN APPLICABLE TRANSIT PLAN; AND

(b) INCLUDES ANY NUMBER OF THE FOLLOWING:

(I) SERVICE THAT IS SCHEDULED TO RUN EVERY FIFTEEN MINUTES OR LESS FOR FOUR HOURS OR MORE ON WEEKDAYS, EXCLUDING SEASONAL SERVICE;

(II) DEDICATED LANES OR BUSWAYS;

(III) TRAFFIC SIGNAL PRIORITY;

(IV) OFF-BOARD FARE COLLECTION;

(V) ELEVATED PLATFORMS; OR

(VI) ENHANCED STATIONS.

(5) "COMMUNITY-BASED ORGANIZATION" MEANS A COLORADO-BASED NONPROFIT ENTITY THAT:

(a) HAS A MISSION TO IMPROVE THE ENVIRONMENTAL, ECONOMIC, SOCIAL, CULTURAL, OR QUALITY OF LIFE CONDITIONS OF A COMMON COMMUNITY OF INTEREST;

(b) IS ACCESSIBLE FOR RESIDENTS OF ALL AGES, INCOMES, LANGUAGES, AND ABILITIES; OR

(c) ADDRESSES THE NEEDS OF DISPROPORTIONATELY IMPACTED AND MARGINALIZED COMMUNITIES IN THE REGION AND CENTERS VOICES OF MARGINALIZED COMMUNITIES IN TRANSPORTATION PLANNING, BOTH IN THEIR COMMUNITY AND AROUND THE REGION.

(6) "COMMUTER BUS RAPID TRANSIT SERVICE" MEANS A BUS RAPID TRANSIT SERVICE THAT OPERATES FOR A MAJORITY OF ITS ROUTE ON A FREEWAY WITH ACCESS THAT IS LIMITED TO GRADE-SEPARATED INTERCHANGES.

(7) "COUNTY" MEANS A COUNTY, INCLUDING A HOME RULE COUNTY BUT EXCLUDING A CITY AND COUNTY.

(8) "LAND USE APPROVAL" MEANS ANY FINAL ACTION OF A LOCAL GOVERNMENT THAT HAS THE EFFECT OF AUTHORIZING THE USE OR DEVELOPMENT OF A PARTICULAR PARCEL OF REAL PROPERTY.

(9) "LOADING SPACE" MEANS AN OFF-STREET SPACE OR BERTH THAT:

(a) IS ON THE SAME SITE WITH A BUILDING OR CONTIGUOUS TO A GROUP OF BUILDINGS;

(b) IS DESIGNATED FOR THE TEMPORARY PARKING OF EITHER:

(I) A COMMERCIAL VEHICLE WHILE MATERIALS ARE LOADED IN OR UNLOADED FROM THE VEHICLE; OR

(II) A VEHICLE WHILE PASSENGERS BOARD OR DISEMBARK FROM THE VEHICLE; AND

(c) ABUTS UPON A STREET, ALLEY, OR OTHER MEANS OF ACCESS.

(10) "LOCAL GOVERNMENT" MEANS A MUNICIPALITY THAT IS WITHIN A METROPOLITAN PLANNING ORGANIZATION OR A COUNTY THAT HAS UNINCORPORATED AREAS WITHIN A METROPOLITAN PLANNING ORGANIZATION.

(11) "LOCAL LAW" MEANS ANY CODE, LAW, ORDINANCE, POLICY, REGULATION, OR RULE ENACTED BY A LOCAL GOVERNMENT THAT GOVERNS THE DEVELOPMENT AND USE OF LAND, INCLUDING LAND USE CODES, ZONING CODES, AND SUBDIVISION CODES.

(12) "MAXIMUM PARKING REQUIREMENT" MEANS A REQUIREMENT ESTABLISHED IN LOCAL LAW THAT LIMITS THE NUMBER OF PARKING SPACES THAT MAY BE MADE AVAILABLE IN CONNECTION WITH A REAL PROPERTY.

(13) "METROPOLITAN PLANNING ORGANIZATION" MEANS A METROPOLITAN PLANNING ORGANIZATION UNDER THE "FEDERAL TRANSIT ACT OF 1998", 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED.

(14) "MINIMUM PARKING REQUIREMENT" MEANS A REQUIREMENT ESTABLISHED IN LOCAL LAW THAT A NUMBER OF PARKING SPACES BE MADE AVAILABLE IN CONNECTION WITH A REAL PROPERTY.

(15) "MUNICIPALITY" MEANS A HOME RULE OR STATUTORY CITY OR TOWN, TERRITORIAL CHARTER CITY OR TOWN, OR CITY AND COUNTY.

(16) "PARKING SPACE" MEANS AN OFF-STREET SPACE DESIGNATED FOR MOTOR VEHICLE PARKING. A PARKING SPACE DOES NOT INCLUDE A LOADING SPACE.

(17) "REGULATED AFFORDABLE HOUSING" MEANS AFFORDABLE

HOUSING THAT:

(a) HAS RECEIVED LOANS, GRANTS, EQUITY, BONDS, OR TAX CREDITS FROM ANY SOURCE TO SUPPORT THE CREATION, PRESERVATION, OR REHABILITATION OF AFFORDABLE HOUSING THAT, AS A CONDITION OF FUNDING, ENCUMBERS THE PROPERTY WITH A RESTRICTED USE COVENANT OR SIMILAR RECORDED AGREEMENT TO ENSURE AFFORDABILITY, OR HAS BEEN INCOME-RESTRICTED UNDER A LOCAL INCLUSIONARY ZONING ORDINANCE OR OTHER REGULATION OR PROGRAM;

(b) RESTRICTS OR LIMITS MAXIMUM RENTAL OR SALE PRICE FOR HOUSEHOLDS OF A GIVEN SIZE AT A GIVEN AREA MEDIAN INCOME, AS ESTABLISHED ANNUALLY BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND

(c) ENSURES OCCUPANCY BY LOW- TO MODERATE-INCOME HOUSEHOLDS FOR A SPECIFIED PERIOD DETAILED IN A RESTRICTIVE USE COVENANT OR SIMILAR RECORDED AGREEMENT.

29-36-103. Limitations on minimum parking requirements. (1) ON OR AFTER JUNE 30, 2025, A MUNICIPALITY SHALL NEITHER ENACT NOR ENFORCE LOCAL LAWS THAT ESTABLISH A MINIMUM PARKING REQUIREMENT THAT APPLIES TO A LAND USE APPROVAL FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT, ADAPTIVE RE-USE FOR RESIDENTIAL PURPOSES, OR ADAPTIVE RE-USE MIXED-USE PURPOSES WHICH INCLUDE AT LEAST FIFTY PERCENT OF USE FOR RESIDENTIAL PURPOSES THAT IS WITHIN THE MUNICIPALITY, A METROPOLITAN PLANNING ORGANIZATION, AND AT LEAST PARTIALLY WITHIN AN APPLICABLE TRANSIT SERVICE AREA.

(2) ON OR AFTER JUNE 30, 2025, A COUNTY SHALL NEITHER ENACT NOR ENFORCE LOCAL LAWS THAT ESTABLISH A MINIMUM PARKING REQUIREMENT THAT APPLIES TO A LAND USE APPROVAL FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT, ADAPTIVE RE-USE FOR RESIDENTIAL PURPOSES, OR ADAPTIVE RE-USE MIXED-USE PURPOSES WHICH INCLUDE AT LEAST FIFTY PERCENT OF USE FOR RESIDENTIAL PURPOSES THAT IS WITHIN THE UNINCORPORATED AREA OF THE COUNTY, A METROPOLITAN PLANNING ORGANIZATION, AND AT LEAST PARTIALLY WITHIN AN APPLICABLE TRANSIT SERVICE AREA.

(3) NOTHING IN THIS SECTION:

(a) LOWERS THE PROTECTIONS PROVIDED FOR PERSONS WITH DISABILITIES, INCLUDING THE NUMBER OF PARKING SPACES FOR PERSONS WHO ARE MOBILITY IMPAIRED, UNDER THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC. 12101 ET SEQ., AND PARTS 6 AND 8 OF ARTICLE 34 OF TITLE 24;

(b) PREVENTS A LOCAL GOVERNMENT FROM ENACTING OR ENFORCING LOCAL LAWS THAT ESTABLISH A MAXIMUM PARKING REQUIREMENT;

(c) PREVENTS A LOCAL GOVERNMENT OR A DEVELOPER FROM BEING AWARDED FUNDING FOR AFFORDABLE HOUSING THAT REQUIRES A RATIO OF A CERTAIN NUMBER OF PARKING SPACES;

(d) AFFECTS THE ABILITY OF A LOCAL GOVERNMENT TO ENFORCE ANY AGREEMENT MADE IN CONNECTION WITH A LAND USE APPROVAL PRIOR TO THE EFFECTIVE DATE OF HOUSE BILL 24-1304, ENACTED IN 2024, TO PROVIDE REGULATED AFFORDABLE HOUSING IN EXCHANGE FOR REDUCING MINIMUM PARKING REQUIREMENTS;

(e) PREVENTS A LOCAL GOVERNMENT FROM ENACTING OR ENFORCING LOCAL LAWS THAT ESTABLISH A MINIMUM REQUIREMENT FOR BICYCLE PARKING; OR

(f) PREVENTS A LOCAL GOVERNMENT FROM IMPOSING THE FOLLOWING REQUIREMENTS ON A PARKING SPACE THAT IS VOLUNTARILY PROVIDED IN CONNECTION WITH A LAND USE APPROVAL:

(I) THAT THE OWNERS OF SUCH A PARKING SPACE CHARGE FOR THE USE OF THE SPACE;

(II) THAT THE OWNER OF A SUCH A PARKING SPACE CONTRIBUTE TO A PARKING ENTERPRISE, PERMITTING SYSTEM, OR SHARED PARKING PLAN; AND

(III) THAT SUCH A PARKING SPACE ALLOWS FOR ELECTRIC VEHICLE CHARGING STATIONS IN ACCORDANCE WITH EXISTING LAW.

29-36-104. Limitations on minimum parking requirements. (1) NOTWITHSTANDING SECTION 29-36-103, A LOCAL GOVERNMENT MAY

IMPOSE OR ENFORCE A MINIMUM PARKING REQUIREMENT IN CONNECTION WITH A HOUSING DEVELOPMENT PROJECT THAT IS INTENDED TO CONTAIN TWENTY UNITS OR MORE OR CONTAIN REGULATED AFFORDABLE HOUSING BY REQUIRING NO MORE THAN ONE PARKING SPACE PER DWELLING UNIT IN THE HOUSING DEVELOPMENT.

(2) (a) IN ORDER TO IMPOSE A MINIMUM PARKING REQUIREMENT PURSUANT TO SUBSECTION (1) OF THIS SECTION IN CONNECTION WITH A HOUSING DEVELOPMENT PROJECT, A LOCAL GOVERNMENT MUST, NO LATER THAN NINETY DAYS AFTER RECEIVING A COMPLETED APPLICATION FOR THE HOUSING DEVELOPMENT PROJECT, PUBLICLY PUBLISH WRITTEN FINDINGS THAT FIND THAT NOT IMPOSING OR ENFORCING A MINIMUM PARKING REQUIREMENT IN CONNECTION WITH THE HOUSING DEVELOPMENT PROJECT WOULD HAVE A SUBSTANTIAL NEGATIVE IMPACT.

(b) A LOCAL GOVERNMENT'S WRITTEN FINDINGS PUBLISHED PURSUANT TO SUBSECTION (2)(a) MUST:

(I) BE SUPPORTED BY SUBSTANTIAL EVIDENCE THAT SUPPORTS THE FINDING OF A SUBSTANTIAL NEGATIVE IMPACT ON:

(A) SAFE PEDESTRIAN, BICYCLE, OR EMERGENCY ACCESS TO THE HOUSING DEVELOPMENT PROJECT; OR

(B) EXISTING ON- OR OFF-STREET PARKING SPACES WITHIN ONE EIGHTH-MILE OF THE HOUSING DEVELOPMENT PROJECT;

(II) BE REVIEWED AND APPROVED BY A PROFESSIONAL ENGINEER, AS DEFINED IN SECTION 12-120-202 (7).

(III) INCLUDE PARKING UTILIZATION DATA COLLECTED FROM THE AREA WITHIN ONE EIGHTH-MILE OF THE HOUSING DEVELOPMENT PROJECT; AND

(IV) DEMONSTRATE THAT THE LOCAL GOVERNMENT IMPLEMENTATION OF STRATEGIES TO MANAGE DEMAND FOR ON-STREET PARKING FOR THE AREA WITHIN ONE EIGHTH-MILE OF THE HOUSING DEVELOPMENT PROJECT WOULD NOT BE EFFECTIVE TO MITIGATE A SUBSTANTIAL NEGATIVE IMPACT FOUND PURSUANT TO THIS SECTION.

(3) ON OR BEFORE DECEMBER 31, 2026, AND EVERY DECEMBER 31ST THEREAFTER, IF APPLICABLE, A LOCAL GOVERNMENT SHALL, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT OF LOCAL AFFAIRS, SUBMIT INFORMATION REGARDING A MINIMUM PARKING REQUIREMENT IMPOSED OR ENFORCED PURSUANT TO THIS SECTION TO THE DEPARTMENT OF LOCAL AFFAIRS.

(4) THE DEPARTMENT OF LOCAL AFFAIRS MAY ISSUE POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THIS SECTION.

29-36-105. Parking management technical assistance. (1) (a) ON OR BEFORE DECEMBER 31, 2024, THE DEPARTMENT OF LOCAL AFFAIRS, IN CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, AND THE COLORADO ENERGY OFFICE, SHALL, WITHIN EXISTING RESOURCES, TO THE EXTENT FEASIBLE, DEVELOP AND PUBLISH BEST PRACTICES AND TECHNICAL ASSISTANCE MATERIALS CONCERNING OPTIMIZING PARKING SUPPLY AND MANAGING PARKING IN WAYS THAT INCREASE THE PRODUCTION OF AFFORDABLE HOUSING AND HOUSING SUPPLY. THESE BEST PRACTICES AND TECHNICAL ASSISTANCE MATERIALS MUST INCLUDE, BUT ARE NOT LIMITED TO, ELEMENTS RELATED TO:

(I) THE IMPLEMENTATION OF LOCAL PARKING MAXIMUMS;

(II) SAMPLE LANGUAGE TO REPLACE EXISTING LOCAL PARKING CODES WITH OTHER INCENTIVES FOR THE PRODUCTION OF AFFORDABLE HOUSING, TRANSPORTATION DEMAND MANAGEMENT STRATEGIES, AND OTHER DESIRED OUTCOMES;

(III) THE DESIGN AND IMPLEMENTATION OF PARKING BENEFIT DISTRICTS AND ON-STREET PARKING MANAGEMENT;

(IV) STRATEGIES FOR DEVELOPERS TO MANAGE THE SUPPLY AND PRICE OF PARKING SPACES TO MINIMIZE PARKING DEMAND BASED ON DIFFERENT LOCATION AND LAND USE CHARACTERISTICS AND TAKING INTO CONSIDERATION THE NUMBER OF RESIDENTS WHO NEED ACCESS TO PARKING AND ACCESS TO MASS TRANSIT;

(V) STRATEGIES THAT PRIORITIZE THE TRANSPORTATION NEEDS OF RESIDENTS OF REGULATED AFFORDABLE HOUSING, LOW-INCOME COMMUNITIES, AND COMMUNITIES WITH LOW RATES OF CAR OWNERSHIP;

(VI) STRATEGIES TO OPTIMIZE THE USE OF EXISTING PARKING THROUGH SHARED PARKING AGREEMENTS AND OTHER STRATEGIES; AND

(VII) INFORMATION FROM AFFORDABLE HOUSING PROVIDERS AND EXISTING STUDIES ON PARKING NEEDS FOR RESIDENTS OF REGULATED AFFORDABLE HOUSING BASED ON DIFFERENT LOCATION AND LAND USE CHARACTERISTICS.

(b) (I) IN DEVELOPING THE MATERIALS AND BEST PRACTICES DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION, THE DEPARTMENT OF LOCAL AFFAIRS SHALL CONSULT WITH VARIOUS STAKEHOLDERS, INCLUDING LOCAL GOVERNMENTS, METROPOLITAN PLANNING ORGANIZATIONS, DISPROPORTIONATELY IMPACTED COMMUNITIES, COMMUNITY-BASED ORGANIZATIONS, AFFORDABLE HOUSING PROVIDERS, TRANSIT AGENCIES, AND ACTIVE TRANSPORTATION ORGANIZATIONS. IN CONSULTING WITH THESE STAKEHOLDERS, THE DEPARTMENT OF LOCAL AFFAIRS MAY COLLECT THIS FEEDBACK THROUGH MULTIPLE MEANS, INCLUDING ONLINE OR IN-PERSON SURVEYS OR PUBLIC FEEDBACK SESSIONS.

(2) DURING THE FIRST REGULAR SESSION OF THE SEVENTY-FIFTH GENERAL ASSEMBLY, THE DEPARTMENT OF LOCAL AFFAIRS SHALL PRESENT THE MATERIALS AND BEST PRACTICES DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION TO THE LOCAL GOVERNMENT AND HOUSING COMMITTEE OF THE SENATE AND THE TRANSPORTATION, HOUSING AND LOCAL GOVERNMENT COMMITTEE OF THE HOUSE OF REPRESENTATIVES OR THEIR SUCCESSOR COMMITTEES.

29-36-106. Applicable transit service areas map. (1) ON OR BEFORE SEPTEMBER 30, 2024, THE DEPARTMENT OF LOCAL AFFAIRS, IN CONSULTATION WITH THE DEPARTMENT OF TRANSPORTATION, COLORADO ENERGY OFFICE, METROPOLITAN PLANNING ORGANIZATIONS, AND TRANSIT AGENCIES THAT OPERATE WITHIN METROPOLITAN PLANNING ORGANIZATIONS, SHALL PUBLISH A MAP THAT DESIGNATES APPLICABLE TRANSIT SERVICE AREAS TO BE USED BY LOCAL GOVERNMENTS IN COMPLYING WITH THIS PART 1.

(2) IN PUBLISHING THE MAP DESCRIBED IN SUBSECTION (1) OF THIS SECTION, THE DEPARTMENT OF LOCAL AFFAIRS SHALL DESIGNATE APPLICABLE TRANSIT SERVICE AREAS AS AREAS THAT ARE WITHIN:

(a) ONE-QUARTER MILE OF EXISTING STATIONS SERVED BY ROUTES IDENTIFIED IN AN APPLICABLE TRANSIT PLAN FOR:

(I) COMMUTER BUS RAPID TRANSIT;

(II) COMMUTER RAIL WITH PLANNED OR SCHEDULED SERVICE THAT IS SCHEDULED TO RUN EVERY THIRTY MINUTES OR MORE FREQUENT BETWEEN SEVEN A.M. AND TEN A.M. AND BETWEEN FOUR P.M. AND SEVEN P.M.;

(III) LIGHT RAIL WITH PLANNED OR SCHEDULED SERVICE THAT IS SCHEDULED TO RUN EVERY THIRTY MINUTES OR MORE FREQUENT BETWEEN SEVEN A.M. AND TEN A.M. AND BETWEEN FOUR P.M. AND SEVEN P.M.; AND

(IV) A PUBLIC BUS ROUTE THAT HAS A PLANNED OR SCHEDULED FREQUENCY OF EVERY THIRTY MINUTES OR MORE FREQUENT FOR FOUR HOURS OR MORE ON WEEKDAYS, EXCLUDING SEASONAL SERVICE;

(b) ONE-QUARTER MILE OF CURRENTLY PLANNED OR EXISTING STATIONS AND STOPS SERVED BY PUBLIC BUS ROUTES THAT:

(I) HAVE A PLANNED OR SCHEDULED FREQUENCY OF EVERY THIRTY MINUTES OR MORE FREQUENT FOR FOUR HOURS OR MORE ON WEEKDAYS, EXCLUDING SEASONAL SERVICE; AND

(II) ARE IDENTIFIED WITHIN AN APPLICABLE TRANSIT PLAN FOR SHORT-TERM IMPLEMENTATION OR IMPLEMENTATION BEFORE JANUARY 1, 2030, ACCORDING TO THAT PLAN; OR

(c) FOR TRANSIT AGENCIES WITHIN METROPOLITAN PLANNING ORGANIZATIONS THAT DO NOT HAVE APPLICABLE TRANSIT PLANS, ONE-QUARTER MILE OF PUBLIC BUS ROUTES WITH EXISTING TRANSIT SERVICE LEVELS AS OF JANUARY 1, 2024, WITH A SCHEDULED FREQUENCY OF EVERY THIRTY MINUTES OR MORE FREQUENT DURING THE FOUR HOURS OR MORE ON WEEKDAYS, EXCLUDING SEASONAL SERVICE.

SECTION 2. In Colorado Revised Statutes, 29-20-104, **amend** (1) introductory portion as follows:

29-20-104. Powers of local governments - definition. (1) Except

as expressly provided in section 29-20-104.2, ~~or~~ SECTION 29-20-104.5, AND ARTICLE 36 OF THIS TITLE 29, the power and authority granted by this section does not limit any power or authority presently exercised or previously granted. Except as provided in section 29-20-104.2, each local government within its respective jurisdiction has the authority to plan for and regulate the use of land by:

SECTION 3. In Colorado Revised Statutes, 30-15-401, **amend** (1)(h)(I)(B) as follows:

30-15-401. General regulations - definitions. (1) In addition to those powers granted by sections 30-11-101 and 30-11-107 and by parts 1, 2, and 3 of this article 15, the board of county commissioners may adopt ordinances for control or licensing of those matters of purely local concern that are described in the following enumerated powers:

(h) (I) To control and regulate the movement and parking of vehicles and motor vehicles on public property; except that:

(B) For the purposes of any minimum parking requirement a board of county commissioners imposes, the board of county commissioners is subject to ~~section 30-28-140~~ ARTICLE 36 OF TITLE 29 AND SECTION 30-28-140; and

SECTION 4. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Steve Fenberg
PRESIDENT OF
THE SENATE

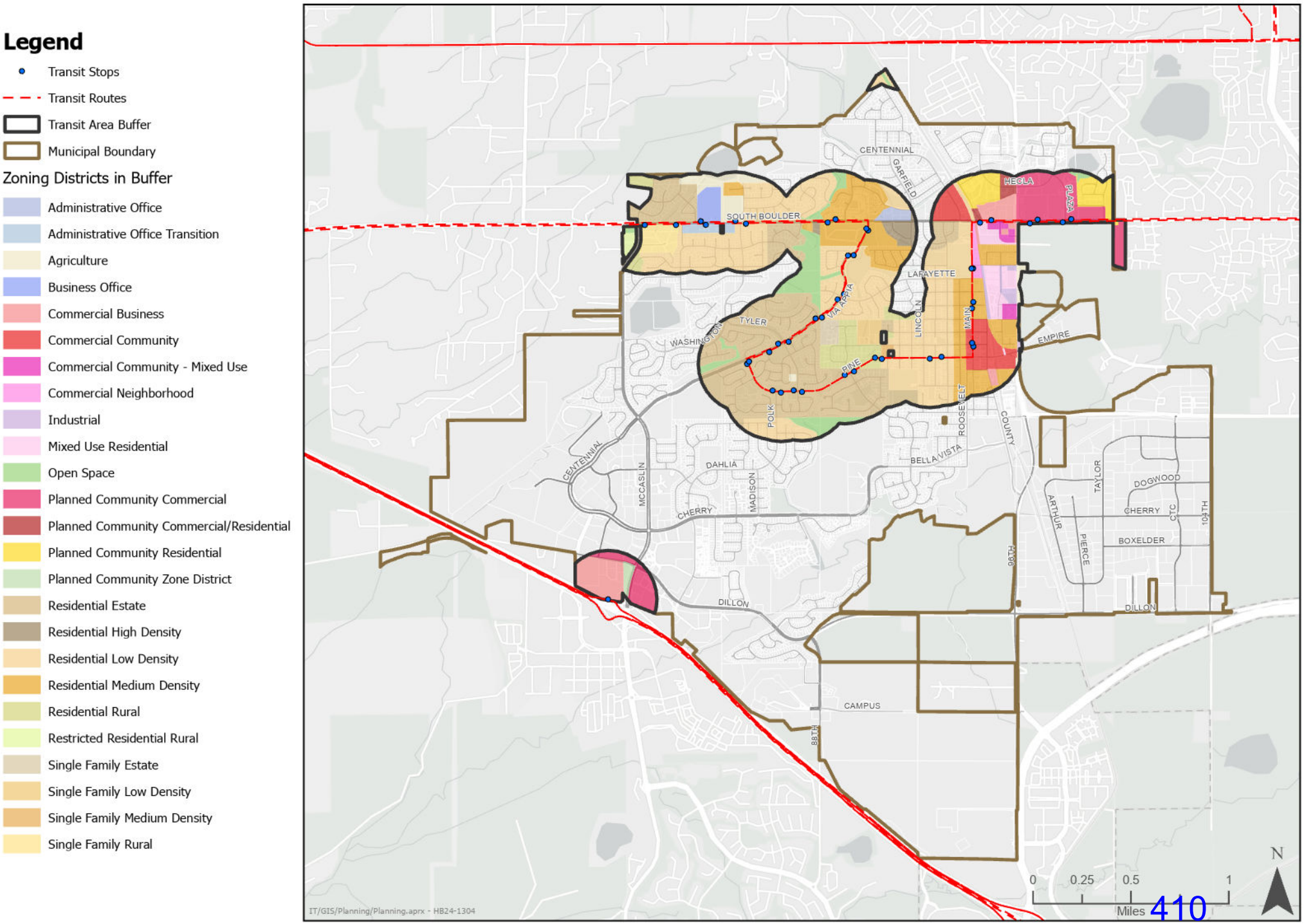
Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Friday May 10th 2024 at 12:15pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

HB24-1304 - Minimum Parking Requirement Buffer & Zones



City Council

1st Reading: June 3rd, 2025

Parking Minimums

Approval of Ordinance No. 1897, Series 2025 an ordinance amending Title 17 of the Louisville Municipal Code (LMC) concerning parking minimums for multifamily and adaptive reuse development.

Presented by: Matt Post, Senior Planner

City of Louisville

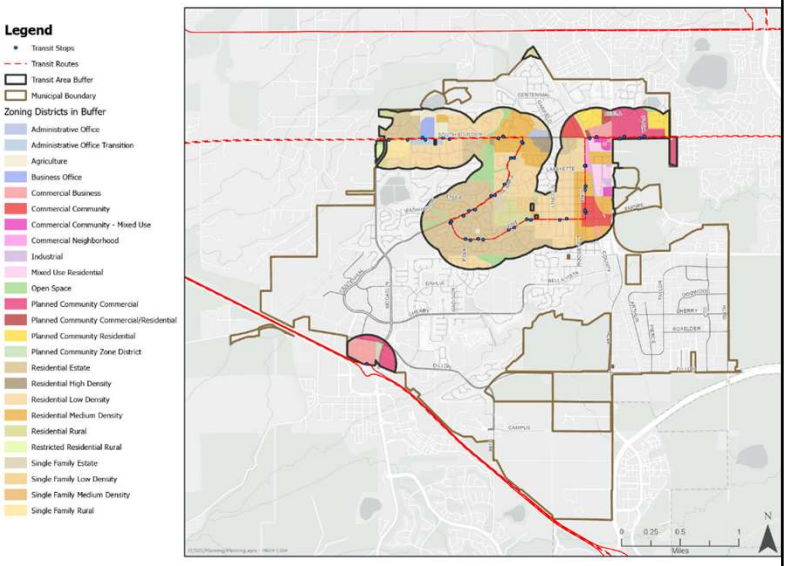
Summary: Parking Minimums

- HB24-1304 was adopted in 2024 by the Colorado General Assembly
- Requires local governments within *Metropolitan Planning Organizations (MPOs)* to eliminate **minimum parking requirements** for the following uses when located in Applicable Transit Service Areas (ATSA):
  - New multifamily developments
  - New residential adaptive reuse developments
- 44 transit stops qualify as ATSAs in Louisville
- Local governments prohibited from enforcing parking minimums after June 30, 2025

City of Louisville

Background: Parking Minimums

- HB24-1304 applies to properties that at least partially intersect with ATSAs
- ATSAs are areas within ¼ quarter mile of transit stops that provide service at intervals of 30 minutes or less during peak hours
  - DASH
  - Route 228
  - Flatiron Flyer
- 44 transit stops that qualify as ASTAs



City of Louisville

Background: Parking Minimums

- Within ATSAs, the City may no longer enforce parking minimums for:
  - New multifamily developments
  - New mixed-use development that contain residential uses
    - The City may require minimum parking for non-residential uses
  - Residential adaptive reuse
  - Adaptive reuse containing at least 50% residential use
- Importantly, a **developer may voluntarily provide parking for the listed uses within ATSAs**

City of Louisville

Background: Parking Minimums

- The law clarifies that nothing prevents a local jurisdiction from:
  - Parking compliance with affordable housing funding conditions.
  - Requiring bicycle parking.
  - Requiring accessible (ADA) parking spaces and electric vehicle charging stations when a developer voluntarily provides on-site parking
- Law states that the City may not enforce parking minimums for eligible projects by June 30th, 2025.

City of Louisville

Proposal: Parking Minimums

- LMC Chapter 17 updates to align with HB24-1304
- Key code changes:
  - New Subsection in LMC 17.20.010 (General Parking Requirements):
    - Prohibits enforcement of off-street parking for qualifying projects in ATSAs
    - Supersedes existing design standards, PUDs, and GDPs
  - Revisions to LMC 17.20.020.A (Per-Use Parking Standards):
    - Exceptions added referencing new **Section 17.20.010.F** for one-family and multifamily dwellings
    - New **Subsection I** clarifies Section 17.20.020 does not apply where parking is exempt under 17.20.010.F
  - Updates to LMC 17.20.025.A (Downtown Standards)
    - Prohibits enforcement of off-street parking for qualifying projects in ATSAs

City of Louisville

SUBJECT: LOUISVILLE CENTER FOR THE ARTS DIGITAL SIGN

DATE: JUNE 3, 2025

PREPARED BY: IRIS BELENSKY, ARTS & EVENTS PROGRAM MANAGER

PRESENTED BY: IRIS BELENSKY, ARTS & EVENTS PROGRAM MANAGER

SUMMARY:
In early November 2024 the old Arts Center sign was destroyed as the result of a storm. The sign will need to be replaced, and Cultural Services believes that this would also be an ideal moment to upgrade the sign by adding a digital element. A digital message panel would allow organizations using the Center, including the City's Arts & Events department, to advertise the Arts Center's event schedule with information on date, time, and title for upcoming programs. This enhancement has the potential to bring in new audience members to cultural events, as many residents are still unaware of the Arts Center's function.

Arts & Events collected three quotes and sign renderings from local sign companies for a cost and quality comparison. With input from Parks and the rest of Cultural Services, Arts & Events determined that the proposal from Artcraft Sign Company was the best fit for this project as they have built and installed the rest of the City's Parks signs (minus the digital aspect).

Artcraft Sign Company has put significant effort into developing a cost-effective quote for the City, with their latest estimate coming out to $22,152.00 (a few hundred dollars less than their initial quote). Thanks to a budget amendment for $19,700 passed on May 20, Arts & Events now has the budget to pay for the development and installation of this sign.

We would like to ask City Council to approve the concept for the new digital Arts Center sign, allowing Arts & Events to move forward with the approval process with Planning.

BACKGROUND / PRIOR DISCUSSIONS:
The idea of a digital sign for the Arts Center was originally brought up by the former Director of Cultural Services, Sharon Nemechek, once she found out the old sign was broken. Arts & Events set about collecting as much information as possible about the implementation of such a project by researching vendors and contacting necessary departments and Boards.

- **Cultural Advisory Board, 02.12.25** – Program Manager Iris Belensky informed the Board about the project and the intention to carry over funds from 2024 to fund the new sign. The Board was supportive of the project and the means.

- **Subcommittee of Historic Preservation Committee, 05.06.25** – Program Manager Iris Belensky approached the Historic Preservation Committee with a request to allow the addition of another small electrical box on the outside of the Arts Center from which to route electricity from the building to the new sign. A subcommittee provided written approval of the request and suggested that the box could be painted the same color as the building to make it more inconspicuous.

ANALYSIS:

Benefits of this project to consider:

- The Arts Center needs a replacement for the sign that was destroyed and removed. This will be the best opportunity in the next decade or more to upgrade this sign.
- A digital message panel will display the schedule of events taking place at the Arts Center, drawing attention both to the venue and to the diverse cultural programming that takes place there.
- Increasing awareness of the programming that happens at the Arts Center can boost ticket and membership revenue for the resident art groups that host their programs there. Increased traffic to the Arts Center can also increase traffic to downtown businesses

Arts & Events has researched and considered the following points of potential concern:

- Display: Every aspect of this display can be programmed to eliminate disruptiveness. The display can be programmed to turn on and off at specific times of day. The illumination of the text on the sign can be programmed to an appropriate brightness. The speed and manner of the transition between messages on the sign can also be programmed to minimize irritation and follow sign code.
- Compliance with Code: Cultural Arts Staff collaborated with the Planning Department who confirmed that this sign will need a permit and must comply with electronic message requirements covered in the sign code (see Sec. 3.4). Per the code (see Sec. 2.2) the proposed electronic message center would be classified as an informational government sign and would be exempt from any PUD requirements. Finally, while typically seen in commercial areas, Louisville has at least one electronic sign in a residential zone (Louisville Middle School).
    - Electricity & Historic Preservation: Arts & Events has spoken with an electrician and determined that it is possible to route electricity from the Arts Center to the sign. A subcommittee of the Historic Preservation Committee has approved the addition of an electrical box on the exterior of the building for this purpose.

2025 COUNCIL WORK PLAN:
This project can support the priority of economic vitality by advertising the amenities of the City in an appropriate way. Communicating cultural programming through this sign can help local arts organizations increase their audience and revenue. Larger audiences for cultural programs at the Arts Center also increases traffic downtown. The sign will also support greater awareness of City programming.

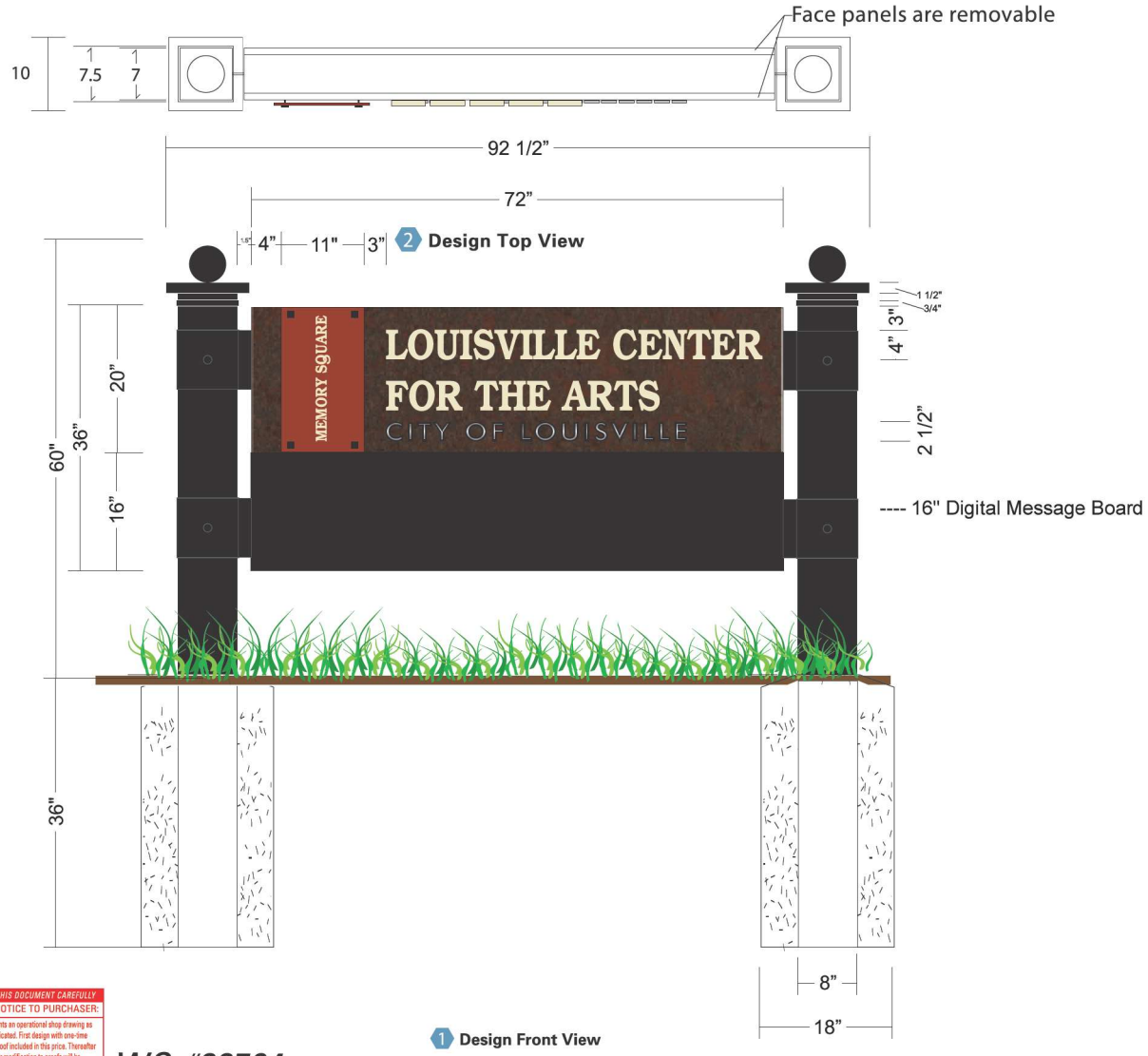
We are looking at this project primarily through the EDI lens. Having a physical listing of the programs taking place at the Arts Center will disseminate information about cultural programming to audiences that may not have been aware of it before. Additionally, the programming that takes place at the Arts Center is hosted by several discrete organizations. Currently, there isn't one unique location where interested parties can find information about all the programs at the Center. This sign would help bridge that gap.

FISCAL IMPACT:
Budgeted?: **Yes**

ALTERNATIVE(S):
The Arts Center will need a new sign at some point in the near future to designate what it is to residents. An alternative to the proposed sign that includes a digital message board, would be a sign without a digital component. This sign would match the style and design of all the other Parks and Recreation Center signs around Louisville. The cost for this sign is quoted at $11,527.00.

RECOMMENDATION:
Staff recommends that Council approves the concept of a digital Arts Center sign so that Arts & Events can continue to pursue the project of installing a new sign for the Arts Center.

ATTACHMENT(S):
1. Rendering of Sign
2. Quote for Sign with Digital Message Board
3. Quote for Sign without Digital Message Board
4. Historic Preservation Committee Approval 05.06.25
5. Illumination Industry Standards from Artcraft Sign Company
6. Presentation



Color Schedule:

- PMS 1675
- PMS 7499 or 3M Fawn Vinyl
- Faux Corten Steel
- Black Satin
- Brushed Aluminum

PLEASE REVIEW THIS DOCUMENT CAREFULLY
IMPORTANT NOTICE TO PURCHASER:
This document represents an operational shop drawing as the product will be fabricated. First design with one-time changes, and one re-proof included in this price. Thereafter additional alterations, or modification to proofs will be invoiced at $80.00 per hr. with a $40.00 minimum per each

WO #22704

ARTCRAFT SIGN COMPANY
Artcraft Sign Company
1717 S. Acoma St.
Denver, CO. 80223
(303) 777-7771
www.artcraftsign.com

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Project:	Page Title:	Issue/Revision Dates:	Page #:
City of Louisville Centennial Park 1803 Garfield Ave Louisville, CO 80027	Centennial Park	02/14/24 - Initial Issue MM	01

Wylde Ibis, LLC dba Artcraft Sign Company
1717 South Acoma St Denver, Colorado 80223
info@artcraftsigncompany.com
(303) 777-7771

www.artcraftsign.com

ARTCRAFT SIGN COMPANY
Timeless craft - state of the art

Quote 12457

City Of Louisville Monument

SALES REP INFO
Travis Obenauf
traviso@artcraftsigncompany.com
(303) 777-7771

QUOTE DATE
05/02/2025

QUOTE EXPIRY DATE
06/01/2025

TERMS
50% Down Balance before Delivery or Installation.

REQUESTED BY
CITY OF LOUISVILLE PARKS
739 South 104th Street
Louisville, CO 80027

CONTACT INFO
Iris Belensky
ibelensky@louisvilleco.gov
(303) 335-4581

About this Quote:

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Statement** Important Pricing Notice Due to ongoing material price fluctuations caused by recent material tariff increases and potential shortages, and the resulting economic forces beyond our control, including sudden market price increases and supplier surcharges, pricing is subject to change without prior notice. While we strive to maintain price consistency, these external factors may impact final costs of the products we produce. We continue to strive to maintain pricing and appreciate your understanding and continued partnership.	1	Each	$0.00	$0.00	N
2	**Design - Layout Proof & Production File** Proofing & Production File Set Up Fee Please be advised this charge is incurred on all new and re-orders, assessed and adjusted accordingly. Please note: If design includes your logo and it is not on file, you will need to provide good usable artwork for this. Estimated cost includes: 1) design, 1) change and re-proof. After this additional cost may be added. Once approved manufacturing date will be established. □raphic Design Revision : Revision 1 Install Template Needed: No	1	Each	$300.00	$300.00	N
3	**Arts Center Monument Sign** **Non-Illuminated Cabinet with EMC** QTY: 1 - 36□T x 72□W x 7□D Non Illuminated cabinet with EMC □ Qty: 26 - 4□h x 1□d acrylic FCO's painted PMS7499 to read: LOUISVILLE CENTER FOR THE ARTS. □ Qty: 16 - 3□h x 1/4□d aluminum FCO painted brushed aluminum to read: CITY OF LOUISVILLE □ Qty: 1 - 13□x 20□digitally printed vinyl decal □ 8□x 8□x .375□Steel Tube post □ 16□x 72.25□W10mm LED R□B EMC Cabinet with front ventilation and 12□x 72□viewing area. **Post and Mounting** - 7” sq. posts - 7” High mount straps(1/4“ thick) with 1” round decorative accent - Decortative square accents as shown - 5” decorative ball on top of posts - Concrete caissons to house posts - slope tops of footings for postitive drainage	1	Each	$19,518.00	$19,518.00	N

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
	- Painted Black					
4	**Installation** During normal business hours. Must have un-obstructed access with our trucks and personnel. Customer responsible for Electrical Run and Final Hook-ups by licensed electrician. NOT included in price. Installers Needed: 2	1	Each	$2,334.00	$2,334.00	N

We Propose to furnish material and labor, complete, in accordance with the above specifications, for the sum, or sums as noted above. Anything not included is excluded. **Unless stated, estimate does not include: removal, permits, electrical hook-up, engineered drawings, sidewalk or street closures, nor any associated costs.** Price is based on normal working hours - other than normal hours work will incur additional charges. Price based on unobstructed access to work using our personnel, trucks and equipment. **Any electrical sign must be UL listed and connected by a licensed electrician.** We will not install, nor re-install any signs that are not UL listed. If engineered drawings are required, price for sign and installation are subject to change once drawings are completed. Any inspections required by the authority having jurisdiction (municipality) from which the permit was issued are subject to additional charges for labor and cost of any equipment needed for the inspection. If we must penetrate a roof membrane during installation, any repair to be arranged and completed by others at owner's or tenant's expense. Digital displays are not calibrated the same and color tones can be significantly different than what one would see in person and various factors influence the final appearance of colors, including lighting conditions, gloss level, and substrate properties. Refer to a Pantone Matching System (PMS) book for accurate color matching. Once you confirm your color we are not responsible for color matching anything except the PMS color of your choice. We make every effort to provide anticipated results from PMS colors specified but we will not be responsible for exact matches. You may order a sample of the color to be used in the exact configuration it will be produced (if possible), then we will only use a color match that you have reviewed and approved. We will not be responsible if the finished installed product produced with customer approved color does not meet your color requirements. Unless otherwise stated: Pricing is good for 30 days. Terms are: 50% Down, balance due COD for accounts with good credit standing and for orders over $1,000. Un-Established Accounts and all orders under $1,000 COD unless other prior arrangements are made in writing. Actual applicable sales tax charged at time of delivery. Artcraft Sign expressly disclaims any warranty or representation of ADA compliance either stated or implied and disclaims any liability under the Americans with Disabilities Act. Warranty is in effect when invoice is paid by due date: One (1) year for workmanship and material with exception of Electrical. Electrical warranty is (90) days. Warranty does not apply when damage is caused by misuse, excessive/overload power source, acts of nature, high winds or vandalism. Failure to pay Invoice by due date voids warrenty. The Purchaser agrees to pay collection cost and attorney fees if placed for collection. All material is guaranteed to be as specified: all work will be completed in a workmanship like manner according to standard sign industry practices. No change of modification of the proposal/agreement shall be made unless it is done in writing and with mutual consent of all parties involved. Both parties agree that the signage display shall remain property of Artcraft Sign until paid in full. Artcraft Sign reserves all lien rights related to the sign display until paid in full. All agreements contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. There are no warranties either expressed or implied other than those specifically stated in the agreement.

Subtotal:	**$22,152.00**
Sales Tax (0%):	**$0.00**
Total:	**$22,152.00**

Downpayment (50.0 %)	**$11,076.00**

SIGNATURE: **DATE:**

Wylde Ibis, LLC dba Artcraft Sign Company
1717 South Acoma St Denver, Colorado 80223
info@artcraftsigncompany.com
(303) 777-7771

www.artcraftsign.com

ARTCRAFT SIGN COMPANY
Timeless craft - state of the art

Quote 12807

City Of Louisville Monument Post and Panel (No EMC)

SALES REP INFO
Travis Obenauf
traviso@artcraftsigncompany.com
(303) 777-7771

QUOTE DATE
05/02/2025

QUOTE EXPIRY DATE
06/01/2025

TERMS
50% Down Balance before Delivery or Installation.

REQUESTED BY
CITY OF LOUISVILLE PARKS
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#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Statement** Important Pricing Notice Due to ongoing material price fluctuations caused by recent material tariff increases and potential shortages, and the resulting economic forces beyond our control, including sudden market price increases and supplier surcharges, pricing is subject to change without prior notice. While we strive to maintain price consistency, these external factors may impact final costs of the products we produce. We continue to strive to maintain pricing and appreciate your understanding and continued partnership.	1	Each	$0.00	$0.00	N
2	**Design - Layout Proof & Production File** Proofing & Production File Set Up Fee Please be advised this charge is incurred on all new and re-orders, assessed and adjusted accordingly. Please note: If design includes your logo and it is not on file, you will need to provide good usable artwork for this. Estimated cost includes: 1) design, 1) change and re-proof. After this additional cost may be added. Once approved manufacturing date will be established. Revision : Revision 1 Install Template Needed: No	1	Each	$300.00	$300.00	N
3	**Post and Panel Sign** **Non-Illuminated Cabinet** - 7” Deep x 33”T x 72”W with removable faces (faux corten) - FCO Letters 1” acrylic 10/24 stud flush mounted (PMS 7499) - “CITY OF LOUISVILLE” is 1/4” Acrylic with Brushed Aluminum Laminate 6/32 stud flush mounted - “CITY PARK” is 3M Fawn vinyl - Floating panel is 1/8” aluminum with 1/2” stand-offs (PMS 1675) and 1” square decorative head bolts 1.5” O.C typ. **Post and Mounting** - 7” sq. posts - 7” High mount straps(1/4“ thick) with 1” round decorative accent - Decortative square accents as shown - 5” decorative ball on top of posts - Concrete caissons to house posts - slope tops of footings for positive drainage - Painted Black	1	Each	$8,893.00	$8,893.00	N
4	**Installation** During normal business hours. Must have un-obstructed access with our trucks and	1	Each	$2,334.00	$2,334.00	N

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
	personnel. Customer responsible for Electrical Run and Final Hook-ups by licensed electrician. NOT included in price.					

We Propose to furnish material and labor, complete, in accordance with the above specifications, for the sum, or sums as noted above. Anything not included is excluded. **Unless stated, estimate does not include: removal, permits, electrical hook-up, engineered drawings, sidewalk or street closures, nor any associated costs.** Price is based on normal working hours - other than normal hours work will incur additional charges. Price based on unobstructed access to work using our personnel, trucks and equipment. **Any electrical sign must be UL listed and connected by a licensed electrician.** We will not install, nor re-install any signs that are not UL listed. If engineered drawings are required, price for sign and installation are subject to change once drawings are completed. Any inspections required by the authority having jurisdiction (municipality) from which the permit was issued are subject to additional charges for labor and cost of any equipment needed for the inspection. If we must penetrate a roof membrane during installation, any repair to be arranged and completed by others at owner's or tenant's expense. Digital displays are not calibrated the same and color tones can be significantly different than what one would see in person and various factors influence the final appearance of colors, including lighting conditions, gloss level, and substrate properties. Refer to a Pantone Matching System (PMS) book for accurate color matching. Once you confirm your color we are not responsible for color matching anything except the PMS color of your choice. We make every effort to provide anticipated results from PMS colors specified but we will not be responsible for exact matches. You may order a sample of the color to be used in the exact configuration it will be produced (if possible), then we will only use a color match that you have reviewed and approved. We will not be responsible if the finished installed product produced with customer approved color does not meet your color requirements. Unless otherwise stated: Pricing is good for 30 days. Terms are: 50% Down, balance due COD for accounts with good credit standing and for orders over $1,000. Un-Established Accounts and all orders under $1,000 COD unless other prior arrangements are made in writing. Actual applicable sales tax charged at time of delivery. Artcraft Sign expressly disclaims any warranty or representation of ADA compliance either stated or implied and disclaims any liability under the Americans with Disabilities Act. Warranty is in effect when invoice is paid by due date: One (1) year for workmanship and material with exception of Electrical. Electrical warranty is (90) days. Warranty does not apply when damage is caused by misuse, excessive/overload power source, acts of nature, high winds or vandalism. Failure to pay Invoice by due date voids warrenty. The Purchaser agrees to pay collection cost and attorney fees if placed for collection. All material is guaranteed to be as specified: all work will be completed in a workmanship like manner according to standard sign industry practices. No change of modification of the proposal/agreement shall be made unless it is done in writing and with mutual consent of all parties involved. Both parties agree that the signage display shall remain property of Artcraft Sign until paid in full. Artcraft Sign reserves all lien rights related to the sign display until paid in full. All agreements contingent upon strike, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. There are no warranties either expressed or implied other than those specifically stated in the agreement.

Subtotal:	**$11,527.00**
Sales Tax (0%):	**$0.00**
Total:	**$11,527.00**

Downpayment (50.0 %)	**$5,763.50**

SIGNATURE: **DATE:**

City of Louisville
COLORADO • SINCE 1878

Planning Department

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

5/6/2025

City of Louisville
749 Main Street
Louisville, CO 80027

Re: Alteration Certificate – Louisville Center for the Arts – 801 Grant Avenue

To whom it may concern:

A subcommittee of the Historic Preservation Commission (HPC) reviewed the materials you submitted for your upcoming project to install a new electrical box on the building for new illuminated signage. After deliberation and a review of the criteria found in Louisville Municipal Code (LMC) Section 15.36.120, the HPC subcommittee voted unanimously to approve your alteration certificate. The reasons for the release are as follows:

- Existing exterior outlets on the building give precedent to the new electrical box.

Given the location of the new electrical box to be facing Spruce Street, the HPC recommends painting the new box to match the color of either the red brick building or the sandstone windowsills to further provide concealment and reduce impairment of the architectural and historical integrity of the building.

Otherwise, the HPC subcommittee approved the Alteration Certificate. Please note that any building permits for the project must be in substantial conformance with the plans shown therein.

Please contact me at 303.335.4887 or eclinegibson@louisvilleco.gov if you have any questions.

Sincerely,

Emily Cline-Gibson

Emily Cline-Gibson
Planner II

Outlook

RE: Arts Center Sign Check In

From Travis Obenauf <TravisO@ArtcraftSignCompany.com>
Date Wed 5/21/2025 8:57 AM
To Iris Belensky <ibelensky@louisvilleco.gov>

Hi Iris,

I hope that this finds you well! Please see below for the industry standard/ standard practices for EMC illumination.

Illumination Standards for Electronic Messaging Centers (EMCs)
When considering an Electronic Messaging Center (EMC), there are several industry standards and best practices related to illumination that help ensure optimal visibility, compliance, and safety.

1. Brightness Standards
The industry standard, recommended by the International Sign Association (ISA) and the Illuminating Engineering Society (IES), limits brightness to:

- **5,000 nits during the day**
- **500 nits at night**

These levels ensure the sign is readable without being overly bright or distracting.

2. Automatic Dimming
Most EMCs come equipped with **automatic brightness sensors** that adjust illumination based on ambient light. This helps maintain proper visibility in all lighting conditions while reducing energy use and minimizing light pollution.

3. Zoning Compliance
Many local municipalities have specific regulations related to EMC brightness and operating hours. A common standard is that an EMC may not exceed **0.3 footcandles above ambient light levels**, typically measured at **100 feet** from the sign.
It's always best to review local sign codes before proceeding with installation.

4. Best Practices for Operation

- Use appropriate contrast between text and background for readability.
- Avoid overly bright or fast-changing animations that could distract drivers.
- Schedule brightness levels to automatically reduce at night for safety and compliance.

By following these established guidelines, you can ensure your EMC is both effective and responsible in its illumination.
Please let me know if you have any questions.

Best regards,
Travis

Travis Obenauf – Sales Executive
1717 S. Acoma St., Denver CO 80223
***O:** 303.777.7771 (x127) **C:** 719.459.5208*
TravisO@artcraftsigncompany.com / www.artcraftsign.com
Wylde Ibis, LLC - Company Operated

Louisville Center for the Arts Digital Sign

City Council 06.03.25

Background

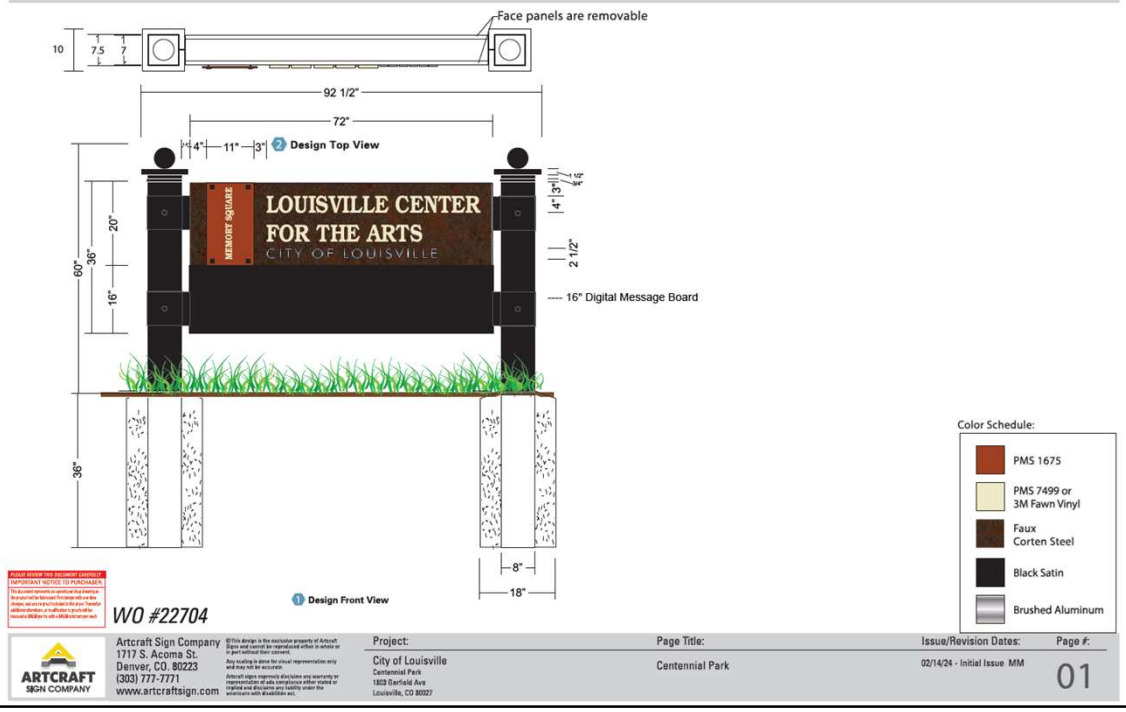
- Old sign at Center for the Arts was destroyed in a storm in November 2024
- Arts & Events, under the umbrella of Cultural Services, would like to install a new and upgraded sign including a digital message board
- Arts & Events collected three different quotes and renderings and has determined that Artcraft Sign Company is the best option quoted at $22,152



Prior Discussions

- **Cultural Advisory Board 02.12.25:** Program Manager informs Board about project, Board is supportive
- **Subcommittee of Historic Preservation Committee 05.06.25:** Subcommittee approves addition of small electrical box on outside of Arts Center building to route electricity to the sign
- **City Council 05.20.25:** Council approves carry forward of funds intended for new sign





Benefits of Digital Message Board

- Digital message board will display the schedule of events taking place at the Arts Center, drawing attention to the venue and the diverse programming there
- Many residents are still unaware of the Arts Center's function. Increasing awareness of programming at the Center will boost attendance to events and traffic in downtown

Additional Research

- **Display:** On and off times, illumination, and speed of messaging can all be controlled remotely
- **Compliance with Code:** Sign will need to comply with electronic message requirements in sign code (Sec. 3.4 & 2.2) and receive a permit. Exempt from PUD Amendment
- **Electricity and Historical Preservation:** Electricity for the sign will be routed from the Arts Center, Historic Preservation Committee has approved addition of electrical box

Connection to Council Workplan

- **Economic Vitality** – advertising the vitality of Louisville's cultural programming to the public will grow our audiences!
- **EDI** – The Arts Center hosts a wide range of different programs (concerts, plays, art & photography shows) that appeal to different audiences

