

City Council

AMENDED Agenda

Tuesday, March 3, 2026
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](#) to link to the meeting:

City Council considers written and oral comments equally. [Email comments to the Council](#) received after the packet is posted online and before 3pm the day of the meeting will be included in the Council addendum and provided to each Council member prior to the meeting. If you prefer to address Council in person, you may attend the meeting either in person or virtually.

- 1. Call to Order & Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Public Comments on Items Not on the Agenda and Items on the Consent Agenda**

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

- 5. Consent Agenda**

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

- A. Approval of Minutes**

- B. Resolution No. 17, Series 2026 - A Resolution Approving a Subaward Agreement with the Denver Regional Council of Governments ("DRCOG") Concerning a Climate Pollution Reduction Grant from the Environmental Protection Agency ("EPA")
- C. Resolution No. 18, Series 2026 — A Resolution Approving an Independent Contractor Agreement with Ruby Balo Events LLC for Concession Services at the Golf Course
- D. Resolution No. 19, Series 2026 - A Resolution Amending Certain Fees, Rates and Charges for the City of Louisville, Colorado
- E. Marshall Fire Fee Refund Program
- F. 2026 City Council Committee Assignments
- G. 2026 March for Meals Proclamation

6. Council Informational Comments and Committee Reports

7. City Manager's Report

8. Regular Business

A. Discussion / Direction: Wildland Urban Interface (WUI) Map

Discussion / Direction provides Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be no final decisions made on this item and there will be one round of public comment. This item may return at a later date for action by Council.

B. Purchase of 101 South Taylor Avenue

I. Resolution No. 20, Series 2026 — A Resolution Approving a Contract to Buy and Sell Real Estate for the Property Located at 101 S Taylor Ave

This will be the only reading of this item and final action may be taken. There will be one round of public comment.

II. Proposed Community Engagement Strategy

C. Ordinance No. 1917, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Concerning Electronic Vehicle ("EV") Charging Stations — 2nd Reading, Public Hearing (advertised City of Louisville website 02/18/26)

The Public Hearing will be held and 2 rounds of public comment will be taken, along with Council questions and discussion. Final action may be taken on this item.

9. City Attorney's Report

10. Upcoming Agenda Items and Identification of Future Agenda Items

11. Adjourn

**Upcoming Agenda Items
March 24, 2026 Meeting**

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

- Adoption — Comprehensive Plan
- WUI Map - 1st Reading
- ADU Compliance Review — 1st Reading
- Annual contract for Water Right Engineering Consulting
- Contract with FAST, LLC for Tax Administration Software
- Impact Fee & Public Land Dedication Study Contract

Resident Information

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

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should [email the City Clerk's Office](#) or call at 303.335.4574

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](#)

City Council Meeting Minutes

**Tuesday, February 3, 2026
Council Chambers
749 Main Street
5:00 PM**

Mayor Leh called the meeting to order at 5:04 p.m. Roll Call was taken, and the following members were present:

City Council: *Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Councilmember Josh Cooperman
Councilmember Caleb Dickinson – Arrived at 6:24 pm
Councilmember Deborah Fahey
Councilmember Dietrich Hoefner
Councilmember Judi Kern*

Staff Present: *Diana Langley, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Matt Post, Senior Planner
Cameron Folkes, City Engineer
Emily Cline-Gibson, Senior Planner
Kathleen Kelly, City Attorney
Genny Kline, City Clerk*

EXECUTIVE SESSION - REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:03:43)

Mayor Leh announced the item.

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

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

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

Mayor Leh moved to enter executive session; seconded by Mayor Pro Tem Hamlington.

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

Council entered Executive Session at 5:08 pm.

Council reconvened the regular meeting at 6:19 pm.

EXECUTIVE SESSION REPORT (01:18:20)

City Attorney Kelly presented the report and stated the discussion was held, and no formal action was needed for Real Property Acquisitions and Dispositions topic.

APPROVAL OF AGENDA (01:19:29)

Council member Hoefner moved to approve the agenda; seconded by Council member Kern.

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (01:19:34)

- Tanya Somauroo – Participation ease

APPROVAL OF CONSENT AGENDA (01:22:55)

- A. Approval of Minutes: January 20, 2026
- B. Resolution No. 14, Series 2026 - A Resolution Approving an Amendment to the Intergovernmental Agreement with Boulder County for Co-Responder Services
- C. Resolution No. 15, Series 2026 - A Resolution Approving an Amendment to the Intergovernmental Agreement with Boulder County for Law Enforcement Dispatch Services

Council member Fahey moved to approve the Consent Agenda; seconded by Council member Kern.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern

Nay: None

Absent: Dickinson

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (01:23:08)

Council member Kern noted DRCOG Winter Bike to Work, and Regional Multi-modal Transportation Plan.

Council member Dickinson arrived at 6:24 pm.

Council member Hoefner advised on the Front Range Passenger Rail District Meeting, phase I starter service to begin in 2029.

Mayor Leh attended the Metro Mayor's Caucus retreat and discussed legislative session and gubernatorial race.

CITY MANAGER'S REPORT (01:26:52)

City Manager Langley thanked staff and nearly 200 people that attended Comp Plan Open House. Staff will organize the comments.

REGULAR BUSINESS

COAL CREEK VILLAGE PRELIMINARY PUD / PLAT AND REZONING (01:27:34)

ORDINANCE NO. 1910, SERIES 2025 - AN ORDINANCE APPROVING A REZONING OF A PORTION OF THE CALEDONIA PLACE SUBDIVISION PLAT FROM COMMERCIAL COMMUNITY (C-C) AND RESIDENTIAL MEDIUM DENSITY (R-M) TO MIXED-USE RESIDENTIAL (MU-R) AND APPROVING AN AMENDMENT TO EXHIBIT A, LAND USE PLAN EXHIBIT, REFERENCED IN LOUISVILLE MUNICIPAL CODE CHAPTER 17.14 - MIXED USE ZONE DISTRICTS - 2ND READING, PUBLIC HEARING (CONTINUED FROM JANUARY 6, 2026) (ADVERTISED CITY OF LOUISVILLE WEBSITE 11/19/2025)

RESOLUTION NO. 8, SERIES 2026 - A RESOLUTION APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD), PRELIMINARY PLAT, AND SPECIAL REVIEW USE TO ALLOW 188 DWELLING UNITS AND 13,534 SQUARE FEET OF COMMERCIAL SPACE AT 1032, 1034, AND 1040 EAST SOUTH BOULDER ROAD

Mayor Leh introduced the item and opened the public hearing. Council member Cooperman made a brief disclosure.

Senior Planner Post provided the staff report.

Council posed several questions which were acknowledged and addressed.

Sam Coutts of Ripley Design presented the application.

Council members posed additional questions, which were acknowledged and addressed.

Council recessed briefly.

Public Comment

- Linda Adams
- Linda Cateora
- Mark Zeman
- Susan Massey
- Terri Johnson
- Anita Menendez
- Kevin Lombardo
- Dustin Sagrillo
- Andre Armijo
- Micah Abram (pooled time with Andy Maass)
- Laurel Danuff Sagrillo (pooled time with Joyce Goglio)
- Mr. Shervanick
- Lindsay Denault
- Rita Zamora
- Michael McClure
- Jet Sandoval (pooled time with Daniel Alejandro)
- Lauren Foster (pooled time with Cathy Stevens)
- Robert Kolakowski (pooled time with Eric Gellar)
- Tamar Krantz

Mayor Leh directed the public land dedication language question to City Attorney Kelly.

City Attorney Kelly acknowledged and addressed the question brought forth by Mayor Leh.

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

Applicant Jason Markel, Markel Homes, addressed the public comment concern.

Public Comment

- Tamar Krantz

Mayor Leh directed a question to City Attorney Kelly regarding public land dedication, and City Attorney Kelly provided clarification for the record.

Council provided comments and feedback.

Council member Hoefner moved to approve Resolution No. 8, Series 2026, subject to staff conditions, with the exception of the traffic calming exhibit, and correcting the resolution from 188 to 187 units; seconded by Council member Kern.

Council members provided their comments.

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

Nay: None

Absent: None

Council member Hoefner moved to approve Ordinance No. 1910, Series 2025; seconded by Mayor Leh.

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

Nay: None

Absent: None

Council discussed the remaining items on the agenda.

City Manager Langley indicated that staff are prepared to move forward with the remaining items on the agenda.

Council recessed briefly.

Council agreed to continue with the meeting until 10:30 pm to determine whether to proceed with the remaining agenda items.

ORDINANCE NO. 1912, SERIES 2026 – AN ORDINANCE APPROVING THE CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN, AMENDMENT NO. 2 – 2ND READING - PUBLIC HEARING (04:49:17)

Mayor Leh introduced the item.

Council member Hoefner recused himself from the discussion and exited the meeting at 9:52 pm.

Senior Planner Post presented the staff report.

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

Evan Pressman with Sterling Bay provided input to Council's questions during the discussion.

Public Comment

- None

Council posed no further questions.

Public Comment

- None

Council provided their comments and feedback.

Council member Dickinson moved to approve Ordinance No. 1912, Series 2026; seconded by Council member Fahey.

Council member Kern offered a friendly amendment to ensure that the differences to the standards be added as presented.

Council member Dickinson rejected the friendly amendment.

Council member Kern offered a substitute motion to approve Resolution No. 1912, Series 2026, with the amendments prepared by staff; seconded by Mayor Pro Tem Hamlington.

Council offered comments regarding the substitute motion.

Community Development Director Zuccaro suggested continuing the matter for drafting of the intent to be seen on the GDP, also to add the waiver allowance.

City Attorney Kelly offered her recommendation on continuing the matter.

Council member Kern withdrew the substitute motion for further discussion.

The motion under consideration was to approve Ordinance No. 1912, Series 2026, including the waiver language read into the record; seconded by Council member Fahey.

Aye: Leh, Cooperman, Dickinson, Fahey

Nay: Hamlington, Kern

Absent: Hoefner

Council member Hoefner returned to the meeting at 10:30 pm.

Council member Fahey moved to extend the meeting until 11:00 pm; seconded by Council member Kern.

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

Nay: None

Absent: None

ORDINANCE NO. 1915, SERIES 2026 – AN ORINANCE AMENDING THE CITY’S DEVELOPMENT DESIGN STANDARDS AND TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES FOR CERTAIN NEW DEVELOPMENT AND REDEVELOPMENT – 1ST READING, SET PUBLIC HEARING (05:30:40)

Mayor Leh introduced the item.

Planner Cline-Gibson presented the staff report.

Council member Kern moved to approve Ordinance No. 1915, Series 2026, on the first reading and set the matter for public hearing on Feb 17, 2026, at 6:00 pm; seconded by Council member Hoefner.

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

Nay: None

Absent: None

ORDINANCE NO. 1916, SERIES 2026 – AN EMERGENCY ORDINANCE AMENDING THE FIRE HARDENING CODE FOR STRUCTURES IN CHAPTER 15.70 OF THE LOUISVILLE MUNICIPAL CODE REGARDING DEFENSIBLE SPACE AROUND PRIMARY STRUCTURES IN THE MARSHALL FIRE REBUILD AREAS – PUBLIC HEARING (05:32:19)

Mayor Leh introduced the item and opened the public hearing.

Community Development Director Zuccaro presented the staff report.

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

Public Comment

- Tanya Somauroo

Mayor Pro Tem Hamlington presented a question regarding the Colorado Constitution Roman Numerals, which was acknowledged and addressed.

Public Comment

- None

Council member Cooperman suggested proceeding with option two of the staff report and adopt as a regular ordinance.

Council member Kern moved to approve Ordinance No. 1916, Series 2026; seconded by Council member Hoefner.

Council provided their comments and feedback.

Aye: Leh, Hamlington, Fahey, Hoefner, Kern

Nay: Cooperman, Dickinson

Absent: None

ORDINANCE NO. 1914, SERIES 2026 – CONTRACT FOR LEASE AND PURCHASE OF REAL ESTATE – 1155 PINE STREET – 2ND READING, PUBLIC HEARING (05:44:52)

Mayor Leh introduced the item.

City Manager Diana Langley presented the staff report.

Property owner Travis Ramos provided the presentation.

Council posed questions which were acknowledged and addressed.

Public Comments

- Tanya Somauroo
- Susan Loo
- Barb Kish
- Mike
- Benjamin Snow

Council provided their comments and feedback.

Council member Hoefner exited the meeting at 11:15 pm.

Public Comments

- Tanya Somauroo
- Larry Donner
- Barb Kish
- Lee Scriggins
- Travis Ramos

Council offered additional comments.

Council member Fahey moved to approve Ordinance No. 1914, Series 2026; seconded by Council member Dickinson.

Council provided their comments.

Aye: Leh, Hamlington, Dickinson, Fahey, Kern

Nay: Cooperman

Absent: Hoefner

CITY ATTORNEY'S REPORT (06:32:14)

City Attorney Kelly indicated there was no report.

UPCOMING AGENDA ITEMS AND IDENTIFICATION OF FUTURE AGENDA ITEMS (06:32:16)

Council offered no upcoming agenda items.

ADJOURN (06:32:23)

Council member Kern moved to adjourn the meeting; seconded by Mayor Pro Tem Hamlington.

Aye: Leh, Hamlington, Cooperman, Dickinson, Fahey, Kern

Nay: None

Absent: Hoefner

The meeting adjourned at 11:34 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk



City Council
Special Meeting Minutes
Tuesday, February 10, 2026
Council Chambers
749 Main Street
4:00 PM

Mayor Leh called the meeting to order at 4:00 p.m. Roll Call was taken, and the following members were present:

City Council: Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Council member Josh Cooperman
Council member Caleb Dickinson
Council member Deborah Fahey
Council member Dietrich Hoefner
Council member Judi Kern

Staff Present: Diana Langley, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Kurt Kowar, Public Works Director
Ryder Bailey, Finance Director
Kathleen Kelly, City Attorney
Genny Kline, City Clerk

EXECUTIVE SESSION - REAL PROPERTY ACQUISITIONS AND DISPOSITIONS
(00:01:05)

Mayor Leh introduced the item.

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

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

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

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

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

Nay: None

Absent: None

Council entered Executive Session at 4:04 pm.

Council member Dickinson exited the meeting at 5:30 pm.

Council reconvened the Special Meeting at 5:44 pm.

EXECUTIVE SESSION REPORT (01:44:22)

City Attorney Kelly stated the Executive Session was for the purpose of discussing real property acquisitions and dispositions, and the City Council had such discussion. As follow-up to this topic, City Attorney Kelly recommended City Council make a motion to authorize city staff to negotiate and sign an offer to purchase property, subject to approval of the purchase contract by City Council at a public meeting.

Mayor Leh moved to authorize city staff to negotiate and sign an offer to purchase property subject to approval of the purchase contract by City Council at a public meeting; seconded by Council member Hoefner.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern

Nay: None

Absent: Dickinson

ADJOURN (01:45:14)

Councilmember Hoefner moved to adjourn the meeting; seconded by Council member Kern.

Aye: Leh, Hamlington, Cooperman, Fahey, Hoefner, Kern

Nay: None

Absent: Dickinson

The meeting adjourned at 5:45 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk

City Council

Meeting Minutes

**February 17, 2026
Council Chambers
749 Main Street
6:00 PM**

Mayor Leh called the meeting to order at 6:01 p.m. Roll Call was taken, and the following members were present:

City Council: *Mayor Chris Leh
Mayor Pro Tem Barbara Hamlington
Councilmember Josh Cooperman
Councilmember Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Dietrich Hoefner
Councilmember Judi Kern*

Staff Present: *Diana Langley, City Manager
Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Jeff Hirt, Planning Manager
Emily Cline-Gibson, Planner II
Kathleen Kelly, City Attorney
Genny Kline, City Clerk
Christina Fernandez, Deputy City Clerk*

APPROVAL OF AGENDA (00:01:19)

Council member Kern moved to approve the agenda; seconded by Council member Fahey.

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (00:01:36)

- None

APPROVAL OF CONSENT AGENDA (00:03:48)

- A.** Approval of Minutes: January 13, 2026; January 27, 2026
- B.** Resolution No. 16, Series 2026 – A Resolution Approving a First Amendment to the Independent Contractor Agreement with Lighthouse Transportation Group, LLC

Council member Kern moved to approve the Consent Agenda; seconded by Mayor Pro Tem Hamlington.

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

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (00:04:07)

Council member Kern noted the event at the Rocky Mountain Airport, and reported on the unleaded fuel for aircrafts that use aviation gas, rather than jet fuel.

Mayor Leh added that the fuel use was a result of the work of State Representative and former Council member Kyle Brown.

CITY MANAGER'S REPORT (00:05:45)

City Manager Langley referenced both tonight's presentation by the Ember Alliance on the Wildfire Conflagration Risk Assessment and the Open House at Fire Station One tomorrow night at 5:30.

REGULAR BUSINESS

PRESENTATION: XCEL BRIEFING TO LOUISVILLE CITY COUNCIL (00:06:07)

Mayor Leh introduced the item.

City Manager Langley introduced Nick Cole with Excel Energy.

Nick Cole, Excel Energy, Boulder Area Manager for Community & Local Government Affairs, conducted a presentation regarding improvement work planned for Louisville.

Public Comment

- Susan Loo pooled time with Larry Donner

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

PRESENTATION: WILDFIRE AND CONFLAGRATION RISK ASSESSMENT – LOUISVILLE FIRE PROTECTION DISTRICT (01:04:13)

Mayor Leh introduced the item.

Community Development Director Zuccaro provided the staff report.

The Ember Alliance, along with the Louisville Fire Protection District, presented the Wildfire and Conflagration Risk Assessment to City Council. Presenters included Dr. Megan Motonis, Dr. Hassam Mahmoud of InFoRM LLC; and Chief Milan, Louisville Fire Protection District.

Public Comment

- Tawnya Somauroo
- Larry Donner

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

ORDINANCE NO. 1917, SERIES 2026 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ELECTRONIC VEHICLE (“EV”) CHARGING STATIONS – 1ST READING, SET PUBLIC HEARING (02:05:56)

Mayor Leh introduced the item.

Planning Manager Hirt presented the staff report.

Council posed questions which were acknowledged and addressed.

Mayor Pro Tem Hamlington moved to approve Ordinance No. 1917, Series 2026; on the first reading and set for public hearing on March 3, 2026, at 6:00 pm; seconded by Council member Hoefner.

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

Nay: None

Absent: None

ORDINANCE NO. 1915, SERIES 2026 – AN ORDINANCE AMENDING THE CITY’S DEVELOPMENT DESIGN STANDARDS AND TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES FOR CERTAIN NEW DEVELOPMENT AND REDEVELOPMENT – 2ND READING, PUBLIC HEARING (ADVERTISED CITY OF LOUISVILLE WEBSITE 02/05/2026) (02:19:58)

Mayor Leh introduced the item and opened the public hearing.

Planner Cline-Gibson presented the staff report.

Public Comment

- None

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

City Attorney Kelly pointed out language under Sec. 17.16.370(B) regarding turf limitations.

Public Comment

- None

Council Comments

Councilmember Hoefner moved to approve Ordinance No. 1915, Series 2026; seconded by Mayor Pro Tem Hamlington

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

Nay: None

Absent: None

CITY ATTORNEY’S REPORT (02:33:09)

City Attorney Kelly indicated there was no report.

UPCOMING AGENDA ITEMS AND IDENTIFICATION OF FUTURE AGENDA ITEMS (02:33:31)

There were no items brought forward for discussion.

ADJOURN (02:33:48)

Council member Kern moved to adjourn the meeting; seconded by Council member Fahey.

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

Nay: None

Absent: None

The meeting adjourned at 8:34 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk

Subject: Resolution No. 17, Series 2026 - A Resolution Approving a Subaward Agreement with the Denver Regional Council of Governments ("DRCOG") Concerning a Climate Pollution Reduction Grant from the Environmental Protection Agency ("EPA")

Date: March 3, 2026

Prepared By: Hannah Miller, Sustainability Manager

Presented By: Hannah Miller, Sustainability Manager

Summary:

The City of Louisville has been awarded \$600,000 through the Denver Regional Council of Governments (DRCOG) Climate Pollution Reduction Grant (CPRG) program. This federal funding, provided by the U.S. Environmental Protection Agency (EPA) and administered by DRCOG, will support local decarbonization initiatives that align with regional climate priorities and Louisville's Climate Action goals, as adopted through Resolution 18-2024. The grant term extends through September 30, 2029, or until the awarded funds are fully expended, whichever occurs first. The primary use of the funding is to build City capacity through the addition of a full-time Building Energy Policy and Community Engagement Specialist within the Sustainability Division. This new position will support region-wide building decarbonization efforts in coordination with DRCOG and other jurisdictions and will lead local implementation of building energy and electrification strategies. In addition to funding the new FTE, the award may support related implementation costs identified in the grant agreement, including staff training and professional development, community engagement materials and events, and potential consultant services for future building energy code updates and technical assistance. Any consultant contract expansion, including work with energy code specialists, would be brought forward consistent with Council direction on future policy items. The grant work is organized into four primary task areas:

Task 1: Project Administration, Reporting, and Management – Ongoing grant administration, invoicing, coordination with DRCOG, and compliance with federal requirements.

Task 2: Increase Internal Staffing Capacity – Hiring and supporting the new FTE to lead collaboration, outreach, and implementation of building decarbonization initiatives.

Task 3: Exploration of Policy Adoption – Evaluating existing building policies, conducting feasibility assessments, developing recommendations, and supporting potential adoption of updated energy and carbon codes.

Task 4: Community Engagement – Developing and implementing a comprehensive engagement strategy to educate and involve residents, businesses, and stakeholders in electrification and energy efficiency efforts.

The City is required to comply with federal and DRCOG reporting and oversight requirements, including monthly reimbursement requests, quarterly performance reports, semi-annual reports, annual evaluations by DRCOG, and a final project report at the conclusion of the grant term. These requirements ensure accountability and alignment with regional and federal climate objectives.

Overall, this award reflects Louisville's strong partnership with DRCOG and reinforces the City's commitment to advancing region-wide building decarbonization, reducing greenhouse gas emissions, and supporting energy efficiency and electrification initiatives.

The purpose of this item is for City Council to consider and approve acceptance of the \$600,000 CPRG award and to authorize the Mayor to execute the associated grant agreement and any necessary related documents.

Background / Prior Discussions:

DRCOG's Climate Pollution Reduction Grant (CPRG) program provides federal funding from the EPA to support the design and implementation of greenhouse gas (GHG) reduction programs, policies, and projects across the Denver metropolitan region. DRCOG received \$199.7 million from the EPA to implement a regional Building Decarbonization Program focused on reducing climate pollution from the building sector. This regional effort is intended to achieve significant cumulative GHG reductions by 2030 and beyond, deliver meaningful community benefits, particularly in low-income and disproportionately impacted communities, leverage complementary funding sources, and advance innovative, scalable policies that can be replicated across jurisdictions.

As part of this broader initiative, DRCOG established the Building Policy Collaborative (BPC), which allocated approximately \$34.8 million in formula-based subawards to the region's 59 jurisdictions. Funding allocations were determined using a formula designed to ensure equitable distribution based on:

- 2025 Population (30%)
- 2025 Jobs (45%)
- Projected population growth, 2025 to 2050 (10%)
- Projected job growth, 2025 to 2050 (15%)

The DRCOG region was required to competitively apply for these federal funds, and funding was not guaranteed. Louisville's \$600,000 award represents its allocation under the Building Policy Collaborative (BPC) framework and supports local efforts that contribute to regional decarbonization goals.

Louisville has actively participated in DRCOG-led regional planning efforts to advance greenhouse gas (GHG) reduction, energy efficiency, and electrification initiatives. This

award strengthens the City's ability to implement those strategies locally and aligns with Louisville's Climate Action goals adopted under Resolution 18-2024.

The grant funding supports the creation of a new full-time position within the Sustainability Division titled Building Energy Policy and Community Engagement Specialist, originally included in the 2026 budget as "Sustainability Planner." This position will lead collaboration and outreach efforts to improve building energy performance, reduce emissions, and support evaluation and advancement of local building policies, including potential energy code updates and electrification strategies. The grant may also support consultant services, staff training and professional development, and community engagement materials necessary to implement the scope of work.

Staff briefed the City Council on the Sustainability Planner position during the July 2025 Budget Retreat, which Council provided conditional support for, dependent on receiving the grant funding. The Louisville Sustainability Advisory Board received a presentation on the grant and proposed scope of work in early 2026.

Development Proposal:

N/A

Analysis:

A primary use of the funding is to expand internal capacity within the Sustainability Division through the addition of a new full-time Building Energy Policy and Community Engagement Specialist. This position, originally included in the 2026 budget as "Sustainability Planner," will lead local building decarbonization initiatives and serve as Louisville's primary liaison within the regional collaborative framework. The role will focus on evaluating and advancing building energy policies, supporting potential energy code updates, expanding electrification strategies, and coordinating closely with DRCOG and neighboring jurisdictions. The position will also develop and implement a structured community engagement strategy to increase awareness, participation, and equitable access to decarbonization programs. In addition to staffing, the grant may support consultant services for technical assistance related to energy code development, as well as professional training and materials necessary to carry out implementation and outreach activities. These investments are intended to build lasting City capacity beyond the life of the grant.

[DRCOG received CRPG](#) through a competitive process and is continuing Climate Action Planning and related activities. The new position in Louisville will be the primary liaison for this continued effort and coordinate with DRCOG and the region to implement related initiatives. While Louisville will have some flexibility in what that looks like, it is important to remember a key requirement of this grant is continued alignment.

The subaward agreement establishes clear deliverables and oversight requirements.

The City must submit monthly reimbursement requests, quarterly performance reports, and semi-annual reports documenting progress toward identified milestones. DRCOG will conduct annual evaluations to assess performance and compliance, and a final project report will be required at the conclusion of the grant term in 2029. The City must also adhere to all applicable federal grant requirements, including documentation, audit provisions, and performance tracking.

Overall, the award provides federal resources to expand Louisville's capacity, strengthen implementation of building energy policies, and ensure the City plays an active role in the region's coordinated building decarbonization strategy.

Council Work Plan:

This contract supports the 2025 City Council Work Plan by advancing Environmental Sustainability goals, including reducing greenhouse gas emissions, improving energy efficiency, and expanding electrification.

Fiscal Impact:

Not Budgeted - funds/resources have not been budgeted for this item. Staff is seeking Council approval to receive grant funding. If approved, Staff will include this as part of an amendment to the 2026 budget and include it in future budgets throughout the term of the funding.

Alternatives:

The alternative to approving this contract is to decline acceptance of the grant, which would result in forfeiture of the \$600,000 award. Without execution of the agreement, the City would be unable to access the funding or implement the associated decarbonization initiatives.

Recommendation:

Staff recommend Council approve Resolution XX, series 2026 approving a grant contract with the Denver Regional Council of Governments (DRCOG) for \$600,000 through September of 2029 and granting the Mayor authority to sign the agreement.

Attachments:

1. Resolution No. 17, Series 2026
2. Subaward Agreement Between DRCOG and City of Louisville

**RESOLUTION NO. 17
SERIES 2026**

**A RESOLUTION APPROVING A SUBAWARD AGREEMENT WITH THE DENVER
REGIONAL COUNCIL OF GOVERNMENTS (“DRCOG”) CONCERNING A CLIMATE
POLLUTION REDUCTION GRANT FROM THE ENVIRONMENTAL PROTECTION
AGENCY (“EPA”)**

WHEREAS, the City of Louisville has applied for and has been awarded a subaward in the amount of \$599,506.40 (the “Grant”) from the Denver Regional Council of Governments (“DRCOG”) to design and implement greenhouse gas (“GHG”) reduction programs, policies, projects and measures identified in a Prior Climate Action Plan (“PCAP”) (the “Project”); and

WHEREAS, the City desires to authorize the Mayor to execute the subaward agreement in order to receive funds under the Grant.

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

Section 1. The City Council hereby approves the Subaward Agreement (the “Agreement”) by and between the Denver Regional Council of Governments (“DRCOG”) and the City of Louisville, for the Grant awarded to the City for the Project, in substantially the same form as the copy of such Agreement accompanying this Resolution.

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

Section 3. The Mayor, City Manager, and City Staff are hereby authorized and directed to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including without limitation that the Mayor or City Manager are authorized to execute and deliver any certifications, reports, forms, option letters, contract amendments and other documents appropriate or required in connection with the Agreement and completion of the Project with funds received under the Agreement.

PASSED AND ADOPTED this 3rd day of March 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**SUBAWARD AGREEMENT
BY AND BETWEEN THE**

DENVER REGIONAL COUNCIL OF GOVERNMENTS

1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

CITY OF LOUISVILLE

749 Main Street
Louisville, Colorado 80027
("Subrecipient/Contractor")

Project Number: 704024

Agreement Number EX25064

Subrecipient's Unique Entity Identifier in SAM: QWGUQ6YPC8Z8

Federal Award Identification Number: 00118200

CFDA Number: 66.046 – Climate Pollution Reduction Grant

EPA Award Date: 10/10/2024

This Agreement ("Agreement") is made by and between the Denver Regional Council of Governments ("DRCOG") and City of Louisville ("Subrecipient").

RECITALS

- A. Subrecipient is also identified as "Contractor" in this Agreement which has been funded with an award of Federal funds from the Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to design and implement greenhouse gas (GHG) reduction programs, policies, projects, and measures identified in a Prior Climate Action Plan (PCAP) through four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these GHG reductions and community benefits; and pursuit of innovative policies and programs that are replicable and can be scaled up across multiple jurisdictions (the "Project").
- B. DRCOG desires to engage the Subrecipient for the purpose of providing services related to the Project as further described herein (the "Services").
- C. The Subrecipient represents that it has the special expertise, qualifications and the background necessary to complete the Services.

TERMS

1. Scope of Services

The Subrecipient agrees to provide the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Subrecipient 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. In its sole discretion, DRCOG may contract with other subrecipients to provide the same or similar services during the term of this Agreement.

2. Term

The term of this Agreement shall commence upon execution and shall end September 30, 2029. No work shall commence and no costs shall be incurred prior to the execution of this Agreement, as reflected by the execution date herein.

This Agreement may be terminated as follows:

2.1 Termination of Agreement for Cause

If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, DRCOG shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Subrecipient with an opportunity to cure, which must be requested in writing no less than 14 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Subrecipient fails to correct the breach. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of DRCOG, become its property, and subject to DRCOG's right of setoff, the Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents or other materials which were completed to the satisfaction of DRCOG. Notwithstanding the above, the Subrecipient shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the Agreement by the Subrecipient, and DRCOG may withhold all payments to the Subrecipient for the purpose of setoff for damages due DRCOG.

2.2 Termination for Convenience of DRCOG

DRCOG and Subrecipient may terminate this Agreement at any time by giving 30 days written notice to the Subrecipient of such termination. If the Agreement is terminated by DRCOG as provided herein, the Subrecipient will be paid for services satisfactorily rendered through the date of termination in accordance with the tasks and rates set forth in **Exhibit B**.

2.3 Termination Due to Loss of Funding

The parties hereto expressly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting

for the services provided for herein. Therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

3. Payment.

3.1 Payment Amount

The total cost of the Agreement shall not exceed Five Hundred Ninety-Nine Thousand Five Hundred Six Dollars and Forty Cents (\$599,506.40). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Subrecipient's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses. Services cannot commence prior to an executed contract.

3.2 Invoices and Payment

- a. DRCOG shall pay the Subrecipient in the amounts and in accordance with the project budget attached hereto as Exhibit B and incorporated herein by reference.
- b. Reimbursement Requests. Contractor shall submit a reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Final billing on the Agreement must be received within 30 days after the end of the Agreement term. Contractor is responsible for the timely filing, completeness and accuracy of all reimbursement requests. All payments are subject to verification by DRCOG. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment B) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.
- c. DRCOG pays on a Net 30 following receipt of invoices, so long as the amount invoiced correctly represents Work completed by Subrecipient and is approved by DRCOG's Program Manager. If it is determined that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct the invoice. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.
- d. DRCOG agrees to pay Subrecipient each month into the bank account designated by Subrecipient via Electronic Funds Transfer (EFT) upon approval of invoices during regularly scheduled payment cycles (5th and the 20th).

4. Allowable Costs

Subrecipient shall only be reimbursed for costs incurred for the performance of this Agreement which are determined by DRCOG to be allowable, allocable, and reasonable in accordance with the following Federal cost principles, as from time to time amended:

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Parts 200 and 1500.

2. 2 CFR 200.216 concerning the prohibition on certain telecommunications and video surveillance service equipment or services.
3. Expenses shall not exceed U.S. General Services Administration ("GSA") per diem rates available at: <http://www.gsa.gov/portal/content/104877>.
4. Air travel must be pre-approved by DRCOG. All air travel must be at the lowest, reasonably available coach fare. First class or business class travel is not authorized

5. Use of Funds

Subrecipient shall use funds only for eligible costs identified herein and/or in the project budget (**Exhibit B**). Subrecipient may adjust budgeted expenditure amounts up to 10% between line items of said Budget without approval of DRCOG. Budget line item adjustments exceeding 10% must be submitted in advance of actual expenditure and receive written approval by DRCOG's Administration and Finance Director. Approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. Budget adjustments shall not increase DRCOG's total consideration beyond the maximum amounts designated in Section 3 without an amendment to this Agreement.

6. Assurances.

In addition to all other obligations contained herein, Subrecipient agrees: (a) to proceed with diligence and promptness and to perform the Services in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area; and (b) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer.

7. Inspection and Audit.

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

8. Colorado Governmental Immunity Act.

If the Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-72-200.1, et seq., as amended ("Act"), Subrecipient assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform under this Agreement. By agreeing to this provision, Subrecipient does not waive or intend to waive the limitations on liability which are provided to the Subrecipient under the Act.

9. Insurance.

- A. Subrecipient shall procure and maintain and shall cause each subrecipient hired by Subrecipient to perform services under this Agreement to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Subrecipient pursuant to this Agreement. In the case of any claims-made policy, the

necessary retroactive dates and extended reporting periods shall be procured by Subrecipient to maintain such continuous coverage:

1. Workers' Compensation in statutory limits.
 2. Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
 3. Comprehensive General Liability Insurance: \$1,000,000/Occurrence
 4. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.
 5. Professional Liability Insurance: \$1,000,000/Claim.
 6. Security & Privacy Liability or Cyber Risk insurance: \$1,000,000/Occurrence
- B. DRCOG, its officers and employees are to be named as additional insured for both the Subrecipient's General and Automobile Liability policies under sections Certificate Holder and Description of Operations. In addition, the term of said Agreement and the Agreement number must be outlined under the Description of Operations.
- C. All coverages shall be continuously maintained from the date of commencement of Services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Subrecipient so as to maintain such continuous coverage. The Subrecipient 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. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- D. The insurance company shall endeavor to notify DRCOG of any cancellation of the insurance policy with 30 days' notice.
- E. The Subrecipient shall provide certificates showing adequate insurance coverage, as required above to DRCOG with the signed Agreement. Subrecipient shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Agreement, Subrecipient, shall, within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG of compliance with the provisions of this Section.
- F. If the Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-72-200.1, et seq., as amended ("Act"), the Subrecipient shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.**

10. Assignment.

This Agreement shall not be assigned by Subrecipient without the prior written consent of DRCOG.

11. Rights In Data, Documents, and Computer Software.

11.1 Deliverables.

Subrecipient agrees to provide to DRCOG a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use any software, research, reports, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, computation sheets or materials prepared by the Subrecipient in the performance of its obligations under this contract (the "Deliverables"), for the purpose of DRCOG. The Subrecipient shall deliver all Deliverables to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract.

11.2 Exclusive Property of DRCOG.

Any software (including source code), research, reports, proposals, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, ideas, concepts, know-how, computation sheets or materials, and information provided by or on behalf of DRCOG to the Subrecipient (collectively "DRCOG Materials") are the exclusive property of DRCOG and all such materials shall be delivered by the Subrecipient to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract. Subrecipient shall not use, willingly allow, cause or permit DRCOG Materials to be used for any purpose other than the performance of Subrecipient's obligations under this contract without the prior written consent of DRCOG.

11.3 Exclusive Property of Subrecipient.

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to DRCOG as set forth in subsection 12.1, above, or by separate license agreement: (i) entered into as an exhibit to this Agreement, (ii) obtained by DRCOG from the applicable third-party vendor, or (iii) in the case of open-source software, the license terms set forth in the applicable open-source license agreement.

11.4 Intellectual Property Indemnification.

To the extent permitted by law, Subrecipient agrees to indemnify, save, and hold harmless DRCOG against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorney fees and costs) incurred by DRCOG in relation to any claim that any Service, Deliverable, or software provided by Subrecipient under this Agreement, or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. If any Service, Deliverable, or software is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Subrecipient shall, at its own expense, either: (i) procure for DRCOG the right to continue to use the Service, Deliverable, or software; (ii) modify the Service, Deliverable, or software to make it non-infringing, provided that such modification does not materially adversely affect DRCOG's

authorized use of the Service, Deliverable, or software; (iii) replace the Service, Deliverable, or software with a functionally equivalent non-infringing program at no additional charge to DRCOG; or (iv) if none of the foregoing alternatives is reasonably available to Subrecipient, either party may terminate this Agreement. Any reference to the "DRCOG" in this Subsection shall be deemed to include officers and employees of the DRCOG.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the Contractor of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause does not waive the operation of any law concerning the Contractor's ability to indemnify.

12. Performance Reports.

Subrecipient agrees to submit quarterly performance progress reports in accordance with the Subrecipient's Scope of Work to their designated project manager within 30 days following quarter end. Subrecipient also agrees to submit a semi-annual report by the 15th of the month following the 6-month reporting period (i.e. October-March reporting would be due by April 15 and April-September reporting would be due by October 15). DRCOG will include a reporting template. Reporting could include reporting on applicable areas, which may include without limitation: (1) comparison of actual technical progress and milestones achieved during the reporting period to outputs/outcomes and performance measures identified in the Scope of Services; (2) budget update; (3) if necessary, the reasons why any timelines/milestones were missed; (4) community engagement activities conducted in low-income and disadvantaged communities; (5) strategies for mitigating environmental risks; (6) climate resiliency planning, siting, design, and operation; (7) updates to key contacts and/or changes to the roles and responsibilities of key contacts; (8) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s); (9) as applicable, updates regarding changes to contracts, subgrants, and participant support costs; (10) progress on generating high-quality jobs with a diverse, highly skilled workplace; and (11) summary of anticipated activities for the next period. The deadlines for and forms of such reports shall be determined by DRCOG. Notwithstanding the foregoing, Subrecipient agrees to report adverse conditions that will materially impair Subrecipient's ability to meet the output/outcomes specified in its Scope of Services. Subrecipient agrees to inform DRCOG immediately rather than waiting until the next performance report is due.

13. Annual Evaluation

The subaward project is subject to review by DRCOG at least annually. For the evaluation, DRCOG shall review project performance against contract terms and project objectives together with any proposed revisions to project plan and budget details as described in Exhibit A. Any changes to the project scope, deliverables, timeline, or budget shall not be implemented without a formal amendment to this Agreement. Subrecipient shall satisfactorily resolve any findings or issues identified as part of the evaluation. Furthermore, any unspent funds may be subject to forfeiture by subrecipient and, at DRCOG's discretion, reallocated to other subawards.

14. Quality Assurance (QA) Requirements.

If Subrecipient's service(s) involve the collection, evaluation, or use of environmental data, such activities must comply with DRCOG's Quality Assurance (QA) program as outlined in its [Quality Management Plan](#). Additional details are outlined in **Exhibit D** attached hereto and incorporated herein by this reference.

15. Accessibility.

If the Services include developing or furnishing software, digital content, or electronic and information technology for DRCOG, the Subrecipient agrees that it shall comply with C.R.S. §24-85-101, et seq., the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology (codified at 8 CCR 1501-11), and Sections 504 and 508 of the Rehabilitation Act (codified at 36 CFR Part 1194).

16. Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by: (a) personal delivery; (b) certified mail or registered mail, postage and fees prepaid, to the address set forth on the first page of this Agreement; or (c) email with read receipt requested to the email address, if any, set forth on the first page of this Agreement. Personally delivered notices are effective upon delivery; mailed notices are effective three (3) business days after mailing; and emailed notices are effective once sent and received. Either party may change their contact information by providing notice to the other party without a formal amendment to this Agreement.

17. Waiver.

A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

18. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action relating to this Agreement shall be in the City and County of Denver, Colorado and federal district courts for the State of Colorado. Nothing herein shall preclude the parties from mutually agreeing to submit to arbitration or mediation to resolve a dispute arising hereunder.

19. Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

20. Subcontractors/Subrecipients

Subrecipient may utilize subcontractors/subrecipients to assist with non-specialized works as necessary to complete projects provided that it first submits any proposed subcontractors/subrecipients and the description of their services to DRCOG for approval. DRCOG will not work directly with the subcontractors/subrecipients.

21. Independent Contractor

The Subrecipient is an independent contractor and not an employee of DRCOG. As an independent contractor, Contractor and its employees are not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not provide tools, training or benefits to the Contractor, and does not dictate the time of performance by the Contractor, except through a completion schedule. Contractor shall not create any indebtedness on behalf of DRCOG.

22. 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 DRCOG and Subrecipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other

23. Entire Agreement

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. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

24. Debarment, Suspension

By signing this Agreement, the Subrecipient represents that its organization and its principals are not suspended or debarred per federal requirements, including but not limited to 2 C.F.R. Part 180.

25. Unique entity ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in [Sam.gov](https://sam.gov). Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information [Start here to request a new UEI in SAM.gov](#).

26. Certificate of good standing

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

27. CORA Disclosure.

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, et seq., as may updated.

28. Federal Requirements.

Subrecipient shall at all times during the term of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, including but not limited to the Federal Award Requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference. Subrecipient shall also require compliance with these statutes and regulations in subcontract/subaward agreements associated with this Agreement. Should any new laws, regulations, certifications or assurances, or other guidance documents be issued by the Federal government which are applicable to this Agreement and which contain language to which the Subrecipient cannot comply, this Agreement may be terminated in accordance with Section 2.2.

29. Certification for Federal-Aid Awards.

This section applies if the amount of this Agreement exceeds \$100,000. Subrecipient, by signing this Agreement, certifies to the best of its knowledge and belief:

- A. No Federal Funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Subrecipient shall require that the language of this certification be included in any subcontract exceeding \$100,000 at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Provisions

The parties agree that this Agreement is also subject to the provisions set forth in the Exhibits and Attachments of this Agreement, attached hereto and incorporated herein.

31. Authority

The undersigned signatories of Subrecipient represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Subrecipient to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Subrecipient further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

DENVER REGIONAL COUNCIL
OF GOVERNMENTS

CITY OF LOUISVILLE

By: _____
Douglas W. Rex, Executive Director

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Jenny Hunnings, Director
Administration and Finance

By: _____
Title: _____

Exhibit A

Scope of Services

Background

The Denver Regional Council of Governments received a \$199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated \$34.8 million as formula subawards across all jurisdictions in the DRCOG region. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded between DRCOG and the City of Louisville (hereafter referred to as (“Louisville”)) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performing with this subaward.

Project Summary

In this project, Louisville will expand staffing capacity to support program implementation, community outreach, and building decarbonization efforts. The new position will align with regional initiatives to advance building decarbonization policies and promote the transition to electric systems in both commercial and residential sectors. In addition, Louisville will evaluate a potential contract expansion with Shums Coda to support the development of updated energy codes in future code cycles.

Project Goals

Louisville will work toward the following goals on this project:

1. Expand Community Engagement: By June 2028, host at least six community engagement events focused on building decarbonization and energy efficiency, with at least 15% of participants representing historically underrepresented or disproportionately impacted populations.
2. Reduce Greenhouse Gas Emissions from Buildings: By 2029, achieve at least a 10% reduction in building-related greenhouse gas emissions through implementation of energy efficiency and electrification measures. This will be measured via community-wide greenhouse gas inventories and program modelling.

Project Description & Deliverables

This project will strengthen Louisville’s capacity to implement building decarbonization, energy efficiency, and community sustainability initiatives in alignment with the State of Colorado’s Climate Action Plan and DRCOG’s Power Ahead program. Using DRCOG subaward funding, Louisville will accomplish the following tasks:

Task 1. Project administration, reporting and management. Work associated with this task will be performed primarily by the project manager with input and participation from the project team and will carry over from year to year of the subaward period on a

regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG

Task 2. Increase Internal Staffing Capacity: Louisville is creating a Regional Building Decarbonization and Community Engagement Specialist to drive collaboration and outreach on building decarbonization. The role will lead education and partnerships to help residents, businesses, and organizations improve energy performance and cut emissions. It will also support new local building policies—such as energy code updates, electrification strategies, and streamlined permitting—and expand Louisville’s work with Shums Coda Associates to strengthen energy code compliance across residential and commercial sectors.

Additionally, trainings and certifications will be determined in the future for this position. The training and certification budget includes travel for team conferences to stay up to date with the latest climate and decarbonization policies and strategies.

Task 3. Policy Adoption: Building policy adoption will be explored by the new FTE, who will conduct a feasibility assessment of current building policies in Louisville to identify opportunities for improvement and determine which options best fit the City’s needs. At this time, Louisville has not yet identified which additional building policies should be pursued or the level of community and stakeholder support for potential new policies. Louisville will reference the building policy list developed by Boulder County to maintain alignment with the Boulder County Sustainability Grant; however, this list will not be the primary determining factor in policy selection. Louisville’s goal is to advance building policy adoption in a way that supports sustainability and decarbonization without creating policies that are exclusionary or that exacerbate housing affordability challenges. Additionally, Louisville will contract technical assistance for energy code drafts. A qualified consultant will work with Louisville staff to write and adopt the State’s Model Low Energy and Carbon Code codes for adoption by the City Council.

Task 4. Community Engagement: The new Building Policy and Community Engagement Specialist will develop a comprehensive community engagement strategy to involve both businesses and residents in Louisville’s decarbonization efforts. This will include assessing current engagement methods, identifying key stakeholder groups, and designing outreach activities such as workshops, listening sessions, and targeted communications. The Specialist will coordinate with community organizations, chambers of commerce, and neighborhood associations to ensure broad participation, with a focus on reaching historically underrepresented populations. The engagement strategy will establish measurable participation goals, feedback mechanisms, and implementation timelines to guide ongoing community involvement in building decarbonization and energy efficiency initiatives across Louisville. This activity will work closely with DRCOG to ensure it does not duplicate any community engagement activities being performed by Power Ahead Colorado.

Note: *As may be directed by DRCOG, develop a Quality Assurance Project Plan (QAPP) and/or Sampling Analysis Plan (SAP) describing quality assurance measures for project activities involving environmental data collection, analysis and reporting. Plan templates shall be provided by DRCOG. DRCOG and EPA must approve the QAPP and/or SAP before any such technical activities may begin.*

Annual Evaluation

As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, or following an executed amendment.

Deliverable Table

Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly: April 15, July 30, October 15, January 30
Budget Period 1: January 1, 2026 – December 31, 2026		
Task 2. Increase Staffing	Submit draft job description to DRCOG	February 2026
Task 2. Increase Staffing	Submit annual training outline, including # staff, staff's job duties, and the specific training/certification/conference for approval	June 2026
Task 3. Policy Adoption	Submit feasibility assessment of current Louisville building policies and identify policies that will be pursued	September 2026
Task 3. Policy Adoption	Submit policy report identifying potential pathways for adoption	December 2026
Task 3. Policy Adoption	Present findings to City Council and submit meeting minutes with policy adoption results	December 2026
Task 1. Project Administration, Reporting & Management	Submit 2027 Scope update, including updates tasks, deliverables, timeline, and budget plan	October 2026
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 3. Policy Adoption	Submit draft recommendations to be included on city council's Work Plan for 2027	January 2027
Task 3. Policy Adoption	Submit draft contract for energy code consultant	June 2027

Task	Deliverable	Anticipated Timeline
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	October 2027
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	October 2028
Budget Period 4: January 1, 2029 – December 31, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	September 2029

Jurisdictional Subaward Planning Timeline and Milestones																																														
	2026												2027												2028												2029									
Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Ongoing Processes and Meetings																																														
Semi-annual reports																																														
Monthly Invoices																																														
Stakeholder meetings																																														
Hire Staff																																														
Hiring																																														
Onboarding/Training																																														
Execution of Role																																														
Contract with Shums Coda																																														
Contracting																																														
Implementation																																														

Exhibit B Project Budget

City of Louisville_ Building Decarbonization DRCOG Budget - Jurisdictional Subawards									
	Quantity	Unit	Rate	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Total	Budget Notes
Personnel									
Regional Building Decarbonization & Community Engagement Specialist - Year 1	1720	hours	\$ 53.43	\$91,899.60				\$91,899.60	Benefits fringe rate calculated into salary at 33% with 5% raises per year. Hours are for starting position in beginning of March
Regional Building Decarbonization & Community Engagement Specialist - Year 2	2080	hours	\$ 56.10		\$116,688.00			\$116,688.00	Benefits fringe rate calculated into salary at 33% with 5% raises per year.
Regional Building Decarbonization & Community Engagement Specialist - Year 3	2080	hours	\$ 58.91			\$122,532.80		\$122,532.80	Benefits fringe rate calculated into salary at 33% with 5% raises per year.
Regional Building Decarbonization & Community Engagement Specialist - Year 4	1560	hours	\$ 61.85				\$96,486.00	\$96,486.00	Benefits fringe rate calculated into salary at 33% with 5% raises per year.
			Total, Personnel	\$91,899.60	\$116,688.00	\$122,532.80	\$96,486.00	\$427,606.40	
Fringe									
	Quantity	Unit	Rate						
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Benefits fringe is calculated into salary above.
			Total, Fringe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Travel									
	Quantity	Unit	Rate						
Travel, Training and Meetings	1	per year	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	Note, travel would need DRCOG pre-approval, all travel costs should follow GSA rates
			Total, Travel	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	
Equipment and Supplies									
	Quantity	Unit	Rate						
Laptop	1	per staff	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	Costs for tech, software licenses etc.
Cell phone for new staff	1	per staff	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	
Software for new staff	1	per staff	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	
Cell phone service for new staff	1	per staff	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	
Office supplies	1	per staff	\$5,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	Louisville lacks space for staff. The new role will require all new supplies for an office. I.e; desk, monitor, chair etc.
Community Engagement supplies (food, materials, printing etc.)	1	per staff	\$2,225.00	\$2,225.00	\$2,225.00	\$2,225.00	\$2,225.00	\$8,900.00	
			Total, Supplies	\$9,225.00	\$4,225.00	\$4,225.00	\$4,225.00	\$21,900.00	
Contractual									
	Quantity	Unit	Rate						
Potential Shums Coda Contract Extension - Technical Assistance Year 2	250	Hours	\$190.00	\$0.00	\$47,500.00	\$0.00	\$0.00	\$47,500.00	This external contractor support is intended City on building policy, especially in years the City is evaluating new energy codes to support City objectives and sustainability goals.
Potential Shums Coda Contract Extension - Technical Assistance Years 3&4	250	Hours	\$185.00	\$0.00	\$0.00	\$46,250.00	\$46,250.00	\$92,500.00	
			Total, Contractual	\$0.00	\$47,500.00	\$46,250.00	\$46,250.00	\$140,000.00	
Other Costs									
	Quantity	Unit	Rate						
Staff Training	1	per staff	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00	
			Total, Other Costs	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00	
Indirects									
	Quantity	Unit	Rate						
Indirect cost rate agreement				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
De minimis				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Total, Indirects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
				\$103,624.60	\$170,913.00	\$175,507.80	\$149,461.00	\$599,506.40	

Exhibit C Federal Award Requirements

The Subrecipient shall comply with the following terms and conditions to the extent applicable. These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the Agreement.

1. **Grant Agreement.** The Grant Agreement by and between Denver Regional Council of Governments and the US Environmental Protection Agency, Grant Number (FAIN): 00118200, dated October 10, 2024, a copy of which is available from DRCOG.
2. **EPA Terms and Conditions.** The most recent version of EPA General Terms and Conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>. For purposes of this Agreement, EPA is the Federal awarding agency, DRCOG is the “pass-through entity” or “recipient,” and Subrecipient is the subrecipient.

Non-Discrimination Laws and Social Policies

3. **Non-Discrimination Laws.** Title VI of the Civil Rights Act, Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.
4. **Executive Order 13798.** Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.
5. **Disadvantaged Business Enterprises.** EPA regulations at 40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of “Recipient” in 40 CFR 33.103.
6. **Clean Air Act and Clean Water Act.** Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

Financial Management Policies

7. **Federal Funding Accountability and Transparency Act.** As set forth in the General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation” the pass-through entity must ensure that

subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Unless a first-tier subrecipient is exempt, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- (a) The total federal funding authorized to date under the subaward equals or exceeds \$30,000; and in the subrecipient's preceding fiscal year, the subrecipient received: (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
- (3) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: [http:// www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).

Subrecipients must report their executive total compensation to the recipient. The recipient is required to submit this information to FSRS at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30 of that year).

8. **Suspension and Debarment.** Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Subrecipients may access the SAM.gov exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.
9. **Limits on Fees Charged by Individual Consultants – Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subrecipients shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps: (a) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85); (b) Multiply the hourly rate by 8 hours. The product is the maximum daily rate. Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be

providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

- 10. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 11. New Restrictions on Lobbying, 40 CFR Part 34.** All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34.
- 12. Uniform Grant Guidance Requirements (UGG).** Subrecipients must comply with 2 CFR Part 200 requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance including domestic preferences for procurement.
- 13. Build America, Buy America Act.** Subrecipients shall comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards. Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's BABA website.
- 14. Davis-Bacon and Related Acts (DBRA).** Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/governmentcontracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the: (a) Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more; (b) Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and (c) Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).
- 15. Reporting Waste, Fraud and Abuse.** Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission

via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

- 16. Whistleblower Protections.** This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 and 2 CFR 200.217 providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.
- 17. Participant Support Costs.** Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs: (1) Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow. (2) Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (<https://www.epa.gov/grants/rain-2018-g05-r1>). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials. (3) Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must: a. describe the activities that will be supported by rebates, stipends, subsidies or other payments; b. specify the amount of the rebate, subsidy, stipend, or other payment; c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; d. specify any reporting required by the program beneficiary and the length of time for such reporting; e. establish source documentation

requirements (e.g., invoices) for accounting records; and f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404. (4) Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Environmental Authorities

- 18. National Environmental Policy Act.** Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Passthrough entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.
- 19. National Historic Preservation Act.** Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain 6 cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.
- 20. Archeological and Historic Preservation Act.** This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.
- 21. Protection of Wetlands, Executive Order 11990 (1973), as amended.** EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require passthrough entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.
- 22. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015).** EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.
- 23. Farmland Protection Policy Act.** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to

mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

- 24. Wild and Scenic Rivers Act.** This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.
- 25. Endangered Species Act (ESA).** This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”
- 26. Magnuson-Stevens Fisheries Conservation and Management Act.** Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.
- 27. Clean Air Conformity Act.** This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Passthrough entities and subrecipients should first consult with their state air program’s website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).
- 28. Safe Drinking Water Act.** Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.
- 29. Resource Conservation and Recovery Act.** Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

Pursuant to 40 CFR 247.2(d), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price. The subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products per Executive Order 14057, section 101, Policy.

National Defense

30. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232). This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential of any system, or as critical technology as part of any system.

Other

- 31. Disclosing Conflicts of Interest.** As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Subrecipients being considered for or receiving subawards shall disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy
- 32. Copyrighted Material and Data.** In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.
- 33. Use of Logos.** If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Denver Regional Council of Governments received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>.
- 34. Acknowledgement Requirements.** Any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number)

to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency.”

- 35. Required Certifications and Consequences of Fraud.** As outlined in 2 CFR 200.415(b), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows: “I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.” The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.
- 36. Access to Records.** In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient’s personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained. Examples of records include but are not limited to subrecipient financial statements and reports, performance reports including information on environmental results and audits.
- 37. Records Retention/Required Documentation.** Subrecipient shall retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the completion of the Services. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- 38. Cybersecurity Grant Condition.** The EPA must ensure that any connections between the recipient’s network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the subrecipient’s connections as defined above do not go through the Environmental Information Exchange Network or the EPA’s Central Data Exchange, the subrecipient agrees to contact EPA no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA’s regulatory programs for the submission of reporting and/or compliance data.
- 39. Competency of Organizations Generating Environmental Measurement Data.** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where

a pre-award demonstration of competency is not practicable, Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (i.e., the collection, production, evaluation, or use of environmental information and/or the design, construction, operation, or application of environmental technology). The subrecipient shall maintain competency for the duration of the agreements period of performance, and this will be documented during the annual reporting process. To access the Policy and other information about the Policy, visit <https://www.epa.gov/measurements-modeling/documents-aboutmeasurement-competency-under-assistance-agreements>.

Exhibit D

Quality Assurance Requirements

To the extent that Contractor's scope of service(s) may involve the collection, evaluation, or use of environmental data, such activities must comply with DRCOG's Quality Assurance (QA) program as outlined in its [Quality Management Plan](#). Environmental data includes data and information that describe environmental processes or conditions (e.g. from the use of models, or compiled or obtained from databases, software applications, decision support tools, websites, existing literature, and other sources). Compliance with DRCOG's QA program helps to ensure that environmental information operations, products and services are of known and documented quality for their intended use(s). To that end, Contractor agrees to the following:

1. *Compliance with DRCOG Quality Assurance Policies.* The Contractor must adhere to QA requirements outlined in DRCOG's [Quality Management Plan](#), ensuring that all personnel, subcontractors and vendors are informed of QA requirements as applicable to their respective duties and responsibilities.
2. *QA Program Implementation.* If instructed by DRCOG, the Contractor shall contribute to the development and implementation of a Quality Assurance Project Plan (QAPP). Contractor may not start any environmental data collection until notified by DRCOG that the underlying QAPP has been approved by the Region 8 U.S. Environmental Protection Agency. The QAPP shall outline, at a minimum, objectives, sampling methods, data management, and error handling procedures.
3. *Data Quality and Integrity.* The Contractor is responsible for ensuring the accuracy and integrity of the environmental data.
4. *Quality Assurance Reviews and Audits.* DRCOG may conduct periodic reviews and audits of the Contractor's work, including reviewing and approving QA documents. If issues are identified, the Contractor must develop and implement a corrective plan, detailing the problem, root cause, and steps for resolution, which must be approved by DRCOG.
5. *Reporting Requirements.* The Contractor must include QA-related updates in its required progress reports to DRCOG including updates on QA activities, audits, and any issues encountered. Notwithstanding, any issues that may materially impact the Contractor's ability to uphold QA requirements must be reported immediately to DRCOG.

Attachment B
ACH Payment Request Form



***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____
Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

Section 2 Bank Information*:

Name of Financial Institution: _____
Routing Number: _____
Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____
Prenote completed: _____ Verified by: _____

Subject: Resolution No. 18, Series 2026 — A Resolution Approving an Independent Contractor Agreement with Ruby Balo Events LLC for Concession Services at the Golf Course

Date: March 3, 2026

Prepared By: Adam Blackmore, Parks, Recreation and Open Space Director

Presented By: Adam Blackmore, Parks, Recreation and Open Space Director

Summary:

An agreement between the City of Louisville & Ruby Balo Events, LLC. dba The Turn at Coal Creek to provide Food & Beverage/Concessionaire Services for Coal Creek Golf Course. This agreement has a three (3) year term with the potential for two (2) automatic one (1) year mutually agreed-upon renewals. The effective date is April 1, 2026, provided all required insurance and business license needs and requirements are met.

Background / Prior Discussions:

Upon termination of the contract with the former concessionaire in 2025, at the [October 7, 2025](#) Council meeting, the City Council assigned a Task Force made up of Council member Dickinson, Mayor Pro-Tem Hamlington, City Manager Langley, PROS Director Blackmore, CCGC General Manager Mark Jensen, Head Golf Professional Bo Lewis, City Clerk Kline and Recreation Advisory Board Chair Norgard. This Task Force approved a publicly noticed Request for Proposals for services and received zero (0) complete bids by the established deadline. The Task Force then gave direction to Director Blackmore to solicit interest from qualified parties, which resulted in a proposal submitted by Ruby Balo Events, LLC. This proposal was presented to the Task Force during a regularly scheduled meeting and Director Blackmore was given negotiation parameters which he implemented in the discussions which have led to the prospective agreement before the full City Council for consideration on March 3, 2026.

Development Proposal:

N/A

Analysis:

Per the proposed Agreement, the Concessionaire shall provide high-quality food and beverages at fair and competitive prices, relative to comparable restaurant facilities in Louisville. Services shall include sit-down dining options, a "ready to go" menu, and operation of at least two (2) beverage/food carts. Hours of operation shall generally be as follows:

- Shoulder/Off-Season (November 1 to March 31): Open not less than thirty (30) minutes before the first available tee time and remain open until not less than thirty (30) minutes after the last scheduled tee time.
- In Season (April 1 to October 31): Open from 7 am until not less than thirty (30) minutes after the last scheduled tee time's anticipated end of round time. Complimentary coffee shall be provided no later than 6 pm, and the breakfast menu shall be available no later than 7 am.
- Cart Service (both seasons): Exact dates and times for cart service shall be coordinated with the Golf Course General Manager or his/her designee, but typically shall be provided during good weather days from at least 10 am until customer demand or Golf Course hours warrant ceasing cart service.
- Tournaments: Hours of operation during tournaments may be modified by the Golf Course Manager or designee.

Other key pertinent terms are as follows:

- Term: The term shall commence on April 1, 2026 and, unless sooner terminates, shall expire on April 1, 2029.
- Renewal: Agreement shall automatically renew annually for up to two (2) additional one-year terms, unless the Concessionaire is in default or unless one party serves written notice on the other party of its intention to terminate the Agreement, at least ninety (90) days prior.
- Compensation: City shall pay to the Concessionaire an annual sum of forty thousand dollars (\$40,000) as compensation for the services.
- Concession Fee: Concessionaire shall pay to the City a Concession Fee of one percent (1%) of gross revenues derived from concession sales.

The Concessionaire has proposed to name the restaurant "The Turn at Coal Creek" and Exhibit B to the Agreement includes the proposed menu and pricing.

In addition, in order to be able to offer liquor upon the commencement of services, staff is working with City Clerk Kline to place the liquor license application on the Local Licensing Authority's March 23 agenda. In order to apply, an approved Contractor Agreement must be in place.

Council Work Plan:

This item relates to Economic Vitality as food and beverage services are a significant factor in the operation of a golf course.

Fiscal Impact:

The contract sets an annual payment of \$40,000 from the city to the concessionaire for use toward salaries, benefits, overhead, etc. The amount is prorated to \$30,000 for 2026. Additionally, the concessionaire will remit to the city 1% of gross revenues

derived from concessions on a monthly basis.

Alternatives:

Council could not approve the Contractor Agreement and direct staff to provide another option for concessions at the golf course.

Recommendation:

Staff recommends approval of the Contractor Agreement with Ruby Balo Events, LLC to provide Concession Services at Coal Creek Golf Course.

Attachments:

1. Resolution No. 18, Series 2026
2. Concessionaire Agreement CCGC

**RESOLUTION NO. 18
SERIES 2026**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH RUBY BALO EVENTS LLC FOR CONCESSION SERVICES AT THE GOLF
COURSE**

WHEREAS, an Independent Contractor Agreement has been proposed between the City and Ruby Balo Events LLC for concession services at the Coal Creek Golf Course; and

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

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

Section 1. The City Council hereby approves the Independent Contractor Agreement by and between City and Ruby Balo Events LLC for Concession Services at the Golf Course (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

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

PASSED AND ADOPTED this 3rd day of March 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND RUBY BALO EVENTS LLC FOR CONCESSION SERVICES AT THE GOLF COURSE

This INDEPENDENT CONTRACTOR AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "**City**"), and RUBY BALO EVENTS LLC, d/b/a THE TURN AT COAL CREEK, a Colorado limited liability company (the "**Concessionaire**").

ARTICLE 1 **Definitions**

For the purposes of this Agreement, the following terms shall be defined as follows:

1.1 City Representative. The "**City Representative**" means the City's Director of Parks, Recreation, Open Space & Golf or that person's designee. The City Representative shall make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the City Representative.

1.2 Concession Services. The "**Concession Services**" means the offering of food, non-alcoholic beverages, licensed alcoholic beverages, and related merchandise and services by the Concessionaire at the Golf Course.

1.3 Concession Space. The "**Concession Space**" means the following areas at the Golf Course:

The west three-fourths of the main floor in the Clubhouse building, restrooms, and common entry, plus the adjacent outdoor patio, and shade shelter, which areas are depicted on the drawing attached hereto as **Exhibit A** and such other space adjacent to the Clubhouse building or on the Golf Course grounds as may be needed based upon specific demand for service and upon prior approval by the City Representative.

1.4 Golf Course. The "**Golf Course**" means the Coal Creek Golf Course, 585 W. Dillon Road, Louisville, Colorado, 80027.

1.5 Gross Revenues. "**Gross Revenues**" means all revenues, receipts, and proceeds from the sale of food, non-alcoholic beverages, licensed alcoholic beverages, and other items by the Concessionaire at the Golf Course, without any deduction on account of the cost of items sold, materials used, labor costs, or any other expenses whatsoever, and without any deductions on account of losses. "**Gross Revenues**" shall not include tips received by customers or State and local sales taxes collected by Concessionaire from its customers

ARTICLE 2
Use of the Concession Space, Clubhouse, Golf Course

2.1 In General. Subject to other limitations expressed in this Agreement, the City grants to Concessionaire an exclusive license to use and occupy the Concession Space, together with a non-exclusive license to use the public areas of Clubhouse building and the grounds of the Golf Course, for the purpose of the performing the Concession Services. Notwithstanding the foregoing, the Concessionaire acknowledges and agrees that the City may use portions of Concession Space for City-sponsored events, including without limitation, Junior Golf.

2.2 Rights of Ingress and Egress. The Concessionaire shall have the right of ingress and egress to and from the Clubhouse and Concession Space for Concessionaire's employees, agents, and invitees to the extent reasonably necessary to perform the Concession Services. Areas designated as restricted areas by the City shall be excluded.

2.3 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all City rules and regulations, policies, and procedures applicable to the Golf Course.

2.4 No Interest in Real Property. The Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to the Concessionaire any interest in real property.

2.5 Liens. The Concessionaire shall not permit any mechanic's or other liens, security interest, charge, or encumbrance to be asserted or remain against the City's property including, but not limited to, the Concession Space, Clubhouse, Golf Course, or any City-owned personal property. The Concessionaire shall promptly, at its own expenses, take such action as may be necessary to duly discharge any such lien, charge, or encumbrance. If the Concessionaire does not immediately discharge any lien, charge, or encumbrance at the City's direction, the City may discharge the lien, charge, or encumbrance at the Concessionaire's expense. Any breach of this provision shall constitute a default of the Agreement.

2.6 Limitations on Use. Concessionaire shall not use or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Nor shall the Concessionaire permit or allow any disorderly noise or nuisance whatsoever about the Concession Space, Clubhouse, or Golf Course.

2.7 Golf Privileges. Concessionaire's employees shall have the same golfing privileges as afforded City staff.

ARTICLE 3

Concessionaire's Responsibilities

3.1 In General. Except as provided in Section 7.1 (City Equipment and Fixtures), the Concessionaire shall furnish and pay for all equipment, goods, labor, transportation, supervision, and services necessary to provide the Concession Services in accordance with this Agreement.

3.2 Scope of Services. The Concession Services provided by the Concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment as necessary to serve the demand for such items at the Golf Course.

3.3 Quality of Services. Concessionaire acknowledges the desire and obligation of the City to provide golfers and the public with high-quality food and beverages and a high level of public service. Therefore, Concessionaire agrees to offer for sale from the Concession Space only high-quality food and beverages at fair and competitive pricing, relative to comparable restaurant facilities in Louisville. If, in the opinion of the City, the pricing is not comparable, or the selection of items offered is inadequate or not of high-quality, or if any of the items are found to be objectionable for display and/or sale in a public facility, then the Concessionaire agrees to change the pricing or remove and replace the items as required by the City. The City Representative shall meet and confer with Concessionaire regarding such matters. However, Concessionaire acknowledges that the City's determination as to the same shall be conclusive. Failure of Concessionaire to correct, rectify or modify its prices or quality within fifteen (15) days of being advised in writing to do so shall be cause for default.

3.4 Menu and Pricing. The City hereby approves the menu and price list for items to be sold in the Concession Space in the form attached hereto as **Exhibit B**. The Concessionaire shall submit to the City in writing all subsequent menu and price changes for its review.

3.5 "Ready to Go" Menu. The Concessionaire shall provide "ready to go" options including, but not limited to, pre-made sandwiches, hot dogs, bratwursts and other snack foods, to be sold in the Concession Space and beverage/food carts.

3.6 POS System. The Concessionaire shall provide, at its expense, a Point-of-Sale (POS) System for use in the Concession Space. The selected POS System shall be capable of producing an accurate accounting of all Gross Revenues and expenses of the concession operation

3.7 Beverage/Food Cart(s). The Concessionaire shall operate at least two (2) beverage/food carts in order to provide Concession Services on the grounds of the Golf Course, unless the City determines that cart service is not necessarily due to weather conditions or daily play. The City shall, at its expense, provide one (1) leased cart and

one (1) owned cart for Concessionaire's use.

3.8 Hours of Operation. Subject to the situations described in Section 3.9 (Inclement Weather; Other Closures), the Concessionaire agrees to offer Concession Services during the following hours:

a. *Shoulder/Off-Season (November 1 to March 31)*: The Concessionaire Space shall be open for business not less than thirty (30) minutes before the first available tee time and shall remain open until not less than thirty (30) minutes after the last scheduled tee time.

b. *In Season (April 1 to October 31)*: The Concessionaire Space shall be open for business from 7 am until not less than thirty (30) minutes after the last scheduled tee time's anticipated end of round time. Complimentary coffee shall be provided no later than 6 am, and the breakfast menu shall be available no later than 7 am.

c. *Cart Service (both seasons)*: Exact dates and times for cart service shall be coordinated with the Golf Course General Manager or his/her designee, but typically the Concessionaire shall provide cart service during good weather days from at least 10 am until customer demand or Golf Course hours warrant ceasing cart service. Prior to cessation of services, the Concessionaire will perform a "last call" loop of the Golf Course.

d. *Tournaments*. Hours of operation during tournaments may be modified by the Golf Course Manager or designee.

3.9 Inclement Weather; Other Closures. The Concessionaire may, upon approval of the Golf Course General Manager or designee, close the Concessionaire Space, or provide less than a full-service operation, due to inclement weather, lack of demand, or other reasons approved by the City.

3.10 Special Events.

a. *First Option*. Concessionaire shall have the first option, but shall not be obligated, to provide luncheons or other meals for special occasions at the Golf Course, including but not limited to league meetings and tournaments. If the Concessionaire elects not to provide such services, the City may provide food and beverage services through other means.

b. *4th of July*. Notwithstanding subsection a, the City retains the right to host the 4th of July Celebration at the Golf Course, including the right to contract with food trucks and outside food and beverage vendors to promote and sell food, beverages, and merchandise during the event.

3.11 Restriction on Items Offered for Sale. Concessionaire may offer non-food or non-beverage items incidental to the Concession Services, except for smoking

instruments, electronic smoking devices, and tobacco and marijuana products.

3.12 Concessionaire Personnel.

a. *Responsibility.* Concessionaire shall be responsible for the conduct and performance of its agents and employees. If the City so requests, Concessionaire agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form of which shall be subject to prior and continuing approval of the City.

b. *Background Checks.* The Concessionaire and the City acknowledge and agree that certain services provided by Concessionaire will require that employees, volunteers, and other representatives or agents of Concessionaire act in positions of trust which are those positions that will entail as a regular part of duties the handling of and accounting for funds of the City and City property, or will entail the engagement in direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees that all employees, volunteers, and other representatives or agents of the Concessionaire in such positions of trust shall be screened at Concessionaire's expense. The Concessionaire agrees to provide to the City, when requested, a current list and completed background checks of employees, volunteers, and other representatives or agents of Concessionaire that will be providing Concession Services on behalf of Concessionaire.

c. *Prohibition.* In the event that a background check, or any other information available to the Concessionaire or the City, raises questions about the trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, the Concessionaire shall not allow such individuals to provide Concession Services.

d. *Objection from City.* Upon receipt of written notice from the City of any reasonable objection from the City concerning trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Concessionaire, the Concessionaire shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any Concession Services.

e. *Unacceptable Conduct.* The following constitutes unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge that other conduct not listed in this subsection may be determined by the City to be reasonably expected to impair Concessionaire's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Concessionaire

shall be expected to respond as set forth herein. In the event that Concessionaire commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Concessionaire hereunder, the City may terminate this Agreement:

- i. Commission or conviction of a felony or crime of moral turpitude;
- ii. Theft or misuse of City money or property;
- iii. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation, disability, gender identity, gender expression, or other status protected by state or federal laws;
- iv. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;
- v. Abusive or threatening treatment of any person, including, but not limited to physical, verbal, or written confrontation;
- vi. Using, consuming, possessing, or distributing alcohol (except in the normal performance of concession services) or controlled substances as outlined by federal law during working time;
- vii. Destruction, loss or abuse of City property;
- viii. Unauthorized use of City equipment or property for personal use; or
- ix. Possessing, distributing, or maintaining sexually explicit materials on City property.

3.13 Statements, Recordkeeping, Audits. The Concessionaire shall keep accurate books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is satisfactory to the City. The Concessionaire hereby grants to the City the right to audit Concessionaire's books and records for its operation at the Golf Course and agrees to make available to the City, or its authorized representative, all records, books, and relevant related information as may be required for audit purposes. If any audit reveals that Gross Revenues for any payment period have been under-reported, Concessionaire shall pay the additional Concession Fees found to be due, all City costs incurred for the audit, and interest on the unpaid amount from the date due to the date paid in full at the rate of one and one-half percent (1.5%) per month.

3.14 Physical Interference. The Concessionaire shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewer system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Clubhouse or elsewhere at the Golf Course.

3.15 Taxes. The Concessionaire agrees to remit all sales, use, or other taxes, assessments, and other similar charges for the performance of the Concession Services when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the

City. The Concessionaire further agrees that it shall protect, reimburse, and indemnify the City from and assume all liability for the remittance of its tax and assessment obligations under the terms of this Agreement.

3.16 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary to perform the Concession Services, including but not limited to: (1) a County Health Department Retail Food Establishment license; (2) City business registration and sales tax license; and (3) a liquor license authorizing the service of alcohol beverages at the Clubhouse, Patio, Shade Shelter, and grounds of the Golf Course. Failure to qualify for, or to maintain, a liquor license or other required license, or failure to obtain any such license within ninety (90) days of execution of this Agreement shall constitute a default hereunder. Any such licenses held by the Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement. Upon Concessionaire's surrender of all licenses and acquisition of new licenses by such replacement concessionaire as the City may select, the City shall reimburse Concessionaire for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Concessionaire's surrender to license expiration.

ARTICLE 4 **Term and Renewal**

4.1 Term. The term of this Agreement shall commence on April 1, 2026 and, unless sooner terminated as provided herein, shall expire on April 1, 2029.

4.2 Renewal. This Agreement shall automatically renew annually for up to two (2) additional one-year terms, unless the Concessionaire is in default or unless one party serves written notice on the other party of its intention to terminate the Agreement, at least ninety (90) days prior to the end of the then-current term.

4.3 Holding Over. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term of the Agreement as set forth herein ("**Holdover Period**"), although no right to remain is given by this Article, such Holdover Period shall be subject to all provisions and conditions of this Agreement, except that the City shall have the sole right to determine reasonable fees for any Holdover Period.

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

4.5 Early Termination. Notwithstanding anything herein to the contrary, if this Agreement is terminated by the Concessionaire before April 1, 2029, without cause, the City shall be entitled to ownership of all improvements and fixtures installed by the Concessionaire, and shall not be required to compensate the Concessionaire for any such improvements and fixtures. Any such improvements or fixtures installed by Concessionaire shall be deemed property of the City at no cost to the City.

ARTICLE 5

Compensation and Concession Fee

5.1 Compensation Paid to Concessionaire. The City shall pay to the Concessionaire an annual sum of **Forty Thousand Dollars (\$40,000)** as compensation for the Concessionaire Services. Such amount shall be paid to Concessionaire by February 10th of each subsequent year of this Agreement pending annual budget appropriations by the Louisville City Council per Section 4.4 (Termination for Non-Appropriation). For 2026, this annual sum will be a prorated amount of **Thirty Thousand Dollars (\$30,000)** and shall be paid by April 30, 2026. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Concessionaire's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. In the event this Agreement is terminated by the Concessionaire, without cause, or by the City, for cause, during the contract year, the Concessionaire shall reimburse the City a prorated portion of this fee based on the number of days remaining in the contract year.

5.2 Concession Fee. For the privilege of conducting the Concession Services, and for the use of the Concession Space, the Concessionaire shall pay to the City a Concession Fee as follows: one percent (1%) of Gross Revenues derived from concession sales. The Concessionaire shall pay the Concession Fee on a monthly basis, by the 10th of each month. Payment for the Concession Fee shall be by check or money order payable to the order of "City of Louisville" and shall be mailed or personally delivered to the Finance Director at 749 Main Street, Louisville, Colorado 80027.

5.3 Interest on Past Due Amounts. Concessionaire shall pay interest on all past due amounts, including when a check is returned for insufficient funds, at the rate of eighteen percent (18%) per annum, or at the maximum rate permitted by law, from the due date, until paid. Until paid, any Concession Fees or other amounts due the City shall constitute a lien upon the trade fixtures, equipment and personal property of Concessionaire located at City property and the Concessionaire agrees to execute and file upon City requests the statement(s) required to perfect such interest.

ARTICLE 6

Utilities, Custodial Services, and Maintenance

6.1 Utilities and Nightly Custodial Services. The City shall provide gas or power

for the beverage/food cart; cable/satellite television; electricity; trash, recycling, hazardous materials, composting services; snow removal; local phone service, water, sewer; and fire safety, security, and nightly custodial services for the Clubhouse. The City agrees to provide, at its expense, a deep cleaning of the Concession Space before the Concessionaire commences the Concession Services.

6.2 Cleaning and Other Custodial Services.

a. *In General.* The Concessionaire shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary regulations of the City of Louisville, County of Boulder, and State of Colorado. The Concessionaire shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Concessionaire, the grill and exhaust, floors, counters, refrigerators and all coils at least four times per year.

b. *Daytime Custodial Services.* Concessionaire is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to the following tasks: busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, removing trash accumulations to designated recycling and trash containers, and cleaning restrooms located in the Clubhouse and patio deck.

c. *Restrooms.* Recognizing that golfers and other members of the public will use the Clubhouse restrooms in addition to the patrons of the Concessionaire, the City agrees to participate in the ongoing cleanliness of the restrooms by providing nightly custodial services, as described in subsection a. The City Representative and Concessionaire will monitor custodial services and may revise restroom cleaning schedules and procedures from time to time with the approval of the City Representative.

6.3 Maintenance and Repair. The City shall maintain and repair the Clubhouse building, Concession Space, and City equipment, and fixtures, except as provided in Section 6.4 (Damage by Concessionaire). Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Concessionaire for failure to make repairs unless the Concessionaire has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time. The Concessionaire shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

6.4 Damage by Concessionaire. The Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) calendar days after occurrence, any damage to the Clubhouse, including the Concession Space, or to City's property, equipment, and fixtures caused by Concessionaire, its

officers, agents, employees, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees owed for the Concession Space, even if it has been rendered untenable

ARTICLE 7

Acceptance and Trade Fixtures

7.1 City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following "**City-owned equipment**": (a) existing equipment as listed on **Exhibit C**, attached hereto and made a part hereof; (b) lighting fixtures for general area illumination; and (c) heat and air conditioning.

7.2 Acceptance. The Concessionaire acknowledges that its use and occupancy of the Concession Space, as well as any City-owned equipment, is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied.

7.3 Concessionaire Installation of Equipment and Trade Fixtures. Except for the items listed on **Exhibit C**, no equipment, trade fixtures, signs or other personal property used by Concessionaire in its business, whether or not attached to the Clubhouse or any improvements thereon, shall be installed without the prior written approval of the City.

7.4 Removal of Equipment, Trade Fixtures. Concessionaire shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Concessionaire that is not subject to any valid lien the City may have thereon for unpaid amounts due the City under this Agreement; provided, however, that this right does not apply to circumstances of early termination as described in Section 4.5 (Early Termination). Any property not so removed by Concessionaire upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

7.5 Additional Equipment and Trade Fixtures. The City agrees to consult with the Concessionaire to prioritize a list of City-owned equipment that needs to be replaced or upgraded. The City agrees to make reasonable efforts to budget for replacements and upgrades during the term of the Agreement.

ARTICLE 8

Total or Partial Destruction

8.1 Concession Space or Other Major Component Rendered Untenable. If, during the term of this Agreement, the Concession Space, Clubhouse, Golf Course or any principal part of any one of them is destroyed or so damaged by fire, flood or other casualty so as to be rendered untenable or unusable as determined by the City:

a. *Termination.* At the option of the City or Concessionaire, this Agreement shall become null and void from the date of such damage or destruction, and Concessionaire shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Concessionaire shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenability or unusability.

b. *Repair.* In the event neither the City nor Concessionaire elect to terminate this Agreement, this Agreement shall continue in full force and effect, and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other personal property installed by Concessionaire, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

8.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenable, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's Fee shall be abated proportionately.

8.3 Components Tenantable. If the Clubhouse, Concession Space, or Golf Course are damaged so as not to render the same untenable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

8.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Concessionaire shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) calendar days after request being made by the City.

8.5 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Clubhouse or Golf Course, however the necessity may occur.

8.6 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control as more specifically addressed in Section 6.4 (Damage by Concessionaire), the provisions of Section 6.4 shall govern.

ARTICLE 9

Indemnification and Insurance

9.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services,

claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within the Golf Course, Clubhouse, and Concession Space by Concessionaire, its agents, employees or contractors unless caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors.

9.2 Indemnification. Concessionaire shall defend, indemnify and hold the City, its officers and employees, harmless from all claims, demands, judgments, costs and expenses, and legal fees including attorneys' fees, claimed or recovered by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, including City's personnel and City's property, directly or indirectly arising out of, resulting from or occurring in connection with any operations, works, acts or omissions of Concessionaire. As used in this Section, the term "Concessionaire" includes the respective directors, officers, agents, employees, contractors and subcontractors of Concessionaire, and any person or entity acting under Concessionaire's direction and control. In the event a subcontractor performs any work under this Agreement the Concessionaire shall be responsible for any liability directly or indirectly arising out of the work performed by such subcontractor.

9.3 Intellectual Property Representation. Concessionaire represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement. Should the Agreement be terminated by the City or the Concessionaire, the Concessionaire agrees that the City, at its sole and absolute discretion, may continue to use the name "The Turn at Coal Creek," to advertise, market and provide food and beverage concession services at the Golf Course.

9.4 Concessionaire Insurance.

a. *Coverages*. The Concessionaire agrees to provide the following minimum insurance coverages, from insurance companies acceptable to the City, and shall pay all costs of obtaining the same:

- i. Liquor Liability: \$1,000,000/occurrence, \$2,000,000/aggregate
- ii. Commercial General Liability: \$1,000,000/occurrence, \$2,000,000/aggregate
- iii. Workers' Compensation: Statutory
- iv. Employer's Liability: \$100,000/each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee
- v. Security and Privacy Liability or Cyber Risk: \$1,000,000/occurrence

b. *Additional Insured*. The City, its officers, agents and employees shall be named as additional insureds on the Concessionaire's general liability and liquor liability insurance policy in relation to any claims arising from the performance of this Agreement.

c. *Certificates*. Certificates of Insurance reflecting the type, amount, class of operations covered, effective dates, and date of expiration of all policies, and containing the following statement, or a substantially similar statement, must be provided to the City

before commencing work under this Agreement: "The insurance coverage by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Louisville, Colorado."

9.5 Precautions Against Injury. The Concessionaire shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

9.6 Failure to Insure. Failure of Concessionaire to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Concessionaire from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Concessionaire concerning indemnification. Failure on the part of the Concessionaire 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 Concessionaire to the City upon demand, or the City may offset the cost of the premiums against any monies due to Concessionaire under this Agreement.

ARTICLE 10

Right of City to Enter, Inspect and Make Repairs

10.1 In General. The City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Concessionaire's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes: (a) to inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Concessionaire has complied with and is complying with the terms and conditions of this Agreement; (b) to perform or cause to be performed maintenance and make repairs and replacements; and (c) to make structural additions and alterations.

10.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 8 (Total or Partial Destruction), be without abatement of Concession Fees or damage for inconvenience. However, in the event any entry by City in the Concession Space for the purpose of making repairs or alterations (other than repairs necessitated as a result of damage by Concessionaire under Section 6.4) constitutes a substantial obstruction to and impairment of Concessionaire's right of use of such Concession Space, then Concessionaire shall be entitled to a fair and just temporary abatement of the Concession Fee during the period required by City to make such repairs, not to exceed a prorated daily rate. The abatement remedy in this Section is Concessionaire's exclusive remedy for substantial obstruction and impairment by the City of Concessionaire's right to use the Concession Space. The Concessionaire hereby waives, and releases the City from, any potential claims for direct or indirect damages

(including but not limited to lost profits and reduction in revenues) that may arise out of the City's substantial obstruction and impairment of Concessionaire's right to use the Concession Space.

10.3 Obstruction by Concessionaire. In the event that any personal property of Concessionaire shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Concessionaire shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

10.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Concessionaire, nor be made the grounds for any abatement of Concession Fees nor any claim or demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the gross negligence or willful misconduct of the City.

ARTICLE 11

Default, Surrender of Possession

11.1 Default by Concessionaire. Time of payment and performance is of the essence of this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:

a. *Fees and Taxes.* Concessionaire's failure to pay any fee, tax, or other charge when due and within five (5) business days (Monday-Friday, excluding holidays) after notice from City of such nonpayment.

b. *Licenses and Insurance.* Concessionaire's failure to present or maintain the licenses required by Section 3.16 (Licenses) and the insurance required by Section 9.4 (Concessionaire Insurance).

c. *Assignment.* Concessionaire's assignment of any right hereunder in violation of Section 12.1 (Assignment), or Concessionaire's assignment of its assets for the benefit of creditors.

d. *Breach.* Concessionaire's failure to perform, keep, or observe any of the terms, covenants or conditions of this Agreement within seven (7) calendar days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven (7) days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

e. *Bankruptcy.* The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking of possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and the failure of Concessionaire to secure the return of such assets and/or the dismissal of such proceeding within ninety (90) calendar days after the filing.

f. *Abandonment.* The abandonment for a period of (7) calendar days by Concessionaire of the conduct of the Concession Services during the In Season, or for a period of fourteen (14) calendar days during the Shoulder/Off Season.

g. *Liens.* The breach by Concessionaire of Section 2.5 (Liens).

h. *Personnel Conduct.* After written notice to the Concessionaire of any violation of the personnel conduct standards set forth in Section 3.12 (Concessionaire Personnel).

12.2 City's Remedies on Default. In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to City for damages and Concession Fees payable through the term shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

12.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

12.4 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Concessionaire shall remove all of its property from the Golf Course and surrender entire possession of its rights at the Golf Course to City.

ARTICLE 12

Miscellaneous Provisions

12.1 Assignment. The Concessionaire shall not assign this Agreement, sublet or otherwise allow any person or entity to take possession of all or any portion of the Concession Space without prior written consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation, unless Concessionaire has obtained the prior written approval of the City. Any purported assignment without such prior written approval of the City shall be void.

12.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

12.3 Governing Law; Venue. 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.

12.4 No Third-Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Concessionaire, their permitted successors and assigns, and is not made for the benefit of any third party.

12.5 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

12.6 Legal Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable for legal fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

12.7 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Concessionaire in its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

12.8 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to

time by notice given in accordance with this Section:

To Concessionaire: Ruby Balo Events LLC
13349 Wildflower Street
Broomfield, CO 80020

To the City: Director of Parks, Recreation, Open Space, and Golf
City of Louisville
749 Main Street
Louisville, CO 80027

12.9 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

12.10 Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

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

a. **CONCESSIONAIRE 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.**

b. **CONCESSIONAIRE'S EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE CONCESSIONAIRE NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE CONCESSIONAIRE OR SOME ENTITY OTHER THAN THE CITY.**

c. Concessionaire 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.

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

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

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

g. Concessionaire 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.

h. All Concession Services are to be performed solely at the risk of Concessionaire, and Concessionaire shall take all precautions necessary for the proper and sole performance thereof.

i. Concessionaire 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.

12.12 Survival. The parties' post-termination rights and obligations, including but not limited to Concessionaire's duty to indemnify the City pursuant to Section 9.2 (Indemnification), shall survive any termination or expiration of this Agreement for any reason whatsoever.

12.13 Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

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

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

ATTEST:

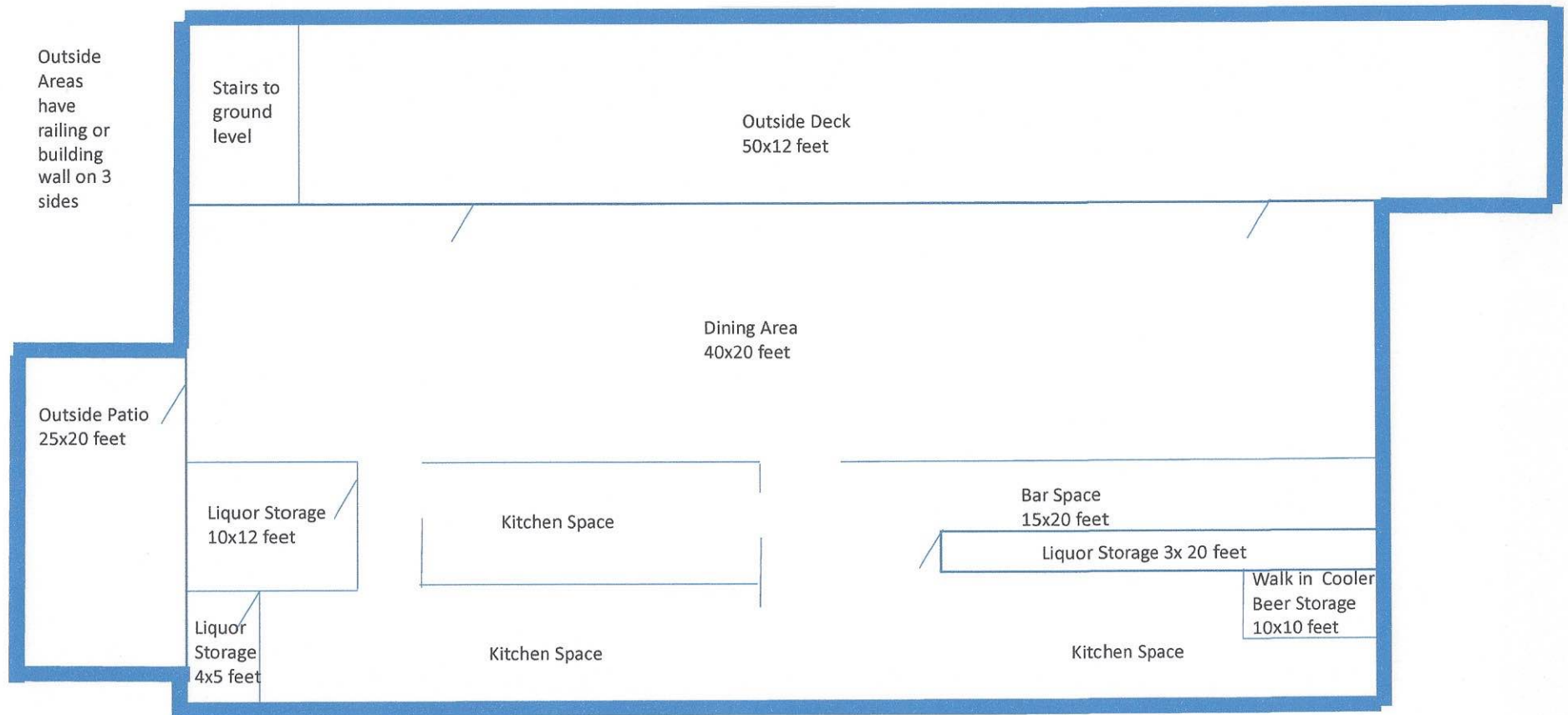
Genny Kline, Interim City Clerk

RUBY BALO EVENTS LLC

By:

 2/25/26
Chris L. Rubeck, Managing Member

EXHIBIT A
Drawing of Concession Space



Coal Creek Grill



EXHIBIT B
Menu and Pricing

THE TURN AT COAL CREEK



GRAB & GO

Breakfast Burrito\$7

Sausage, Bacon, or Veggie. With Shredded Potatoes, Eggs, Cheese and Green Chile

Breakfast Sandwich.....\$7

Sausage or Bacon, 2 eggs, Cheese

Overnight Oats.....\$5

Overnight Oats with Flavor of the Day

Chicken Caesar Wrap.....\$8

Grilled Chicken, Tomato, Lettuce, Caesar Dressing, Wrapped in a Tortilla

Buffalo Chicken Wrap\$8

Crispy Buffalo Chicken, Lettuce, Tomato, Cheese

Hummus Dip Snack Pack.....\$6

Hummus, Chips and Veggies

Deli Sandwich.....\$8

Ham or Turkey, Lettuce, Tomato, Cheese

Club Sandwich.....\$9

Ham, Turkey, Bacon, Lettuce, Tomato, Cheese

Hot Dog.....\$7

¼ lb All Beef Hot Dog

Bratwurst.....\$8

1/3 lb Canino's Bratwurst

Chicken Salad Cup.....\$6

Cup of House Made Chicken Salad with Crackers

DINE IN AFTER THE ROUND



MUNCHIES

Wings..... \$10

1lb of Wings with your choice of sauce, Buffalo, BBQ, Buffalo Lemon Pepper, Lemon Pepper Dry Rub

Basket of Fries.....\$7

Chips & Salsa.....\$6

Tortilla Chips, House Made Salsa

Hummus Dip.....\$8

Hummus, Chips, Veggies

Cheese Curds.....\$9

Wisconsin Cheese Curds with Spicy Ranch

Chicken Tenders.....\$9

3 Tenders with Dipping Sauce

Quesadilla.....\$8

Shredded Jack Cheese with salsa
Add Chicken- \$3

ENTREES

All come with Side

Burger\$12

¼ Beef Burger, Cheese, Lettuce, Tomato, Onions

Bacon Green Chile Burger.....\$13

¼ lb Beef Burger, Cheese, Green Chile, Bacon

Chicken Caesar Wrap.....\$12

Grilled Chicken, Lettuce, Tomato, Caesar Dressing

Buffalo Chicken Wrap.....\$13

Crispy Buffalo Chicken, Lettuce, Tomatoes and Ranch

Chicken Tender Basket.....\$13

4 Tenders with Dipping Sauce

Club Sandwich.....\$13

Turkey, Ham, Bacon, Lettuce, Tomato, Mayo

Caesar Salad.....\$11

Lettuce, Tomato, Croutons
Add Chicken- \$3

BLT.....\$12

Bacon, Lettuce, Tomato, Mayo

The Turn at Coal Creek

Tournament Catering Menus

TOURNAMENT LUNCH SELECTIONS

\$20 per person – Includes soft drink & cookie

- **Classic Cookout:** Hot Dog or Beer Brat • Choice of two sides
- **Southwest Favorites:** Taco Bar or Burrito Bar • Carne Asada or Adobo Chicken
- **Smokehouse Spread:** Pulled Pork, Nashville Hot Chicken, or Brisket Sandwich
- **Italian Classics:** Grilled Chicken Alfredo & Meat Lasagna
- **Crispy Chicken:** Chicken Tenders with Ranch & BBQ
- **Build-Your-Own Deli:** Ham & Turkey with assorted toppings

CLASSIC SIDES

Cole Slaw • Potato Salad • Pasta Salad • Side Salad • Refried Beans • Spanish Rice • Mac & Cheese • French Fries • Corn Bread

BREAKFAST SELECTIONS

- Breakfast Burritos – \$10 per person (Scrambled Eggs, Cheese, Potatoes, Chorizo • Includes Coffee)
- Continental Grab & Go – \$15 per person (Pastries, Fruit, Mini Quiches or Hashbrown Cakes • Includes Coffee)

Sales Summary

Streamlined, crowd-pleasing catering packages designed for golf tournaments and group events. Reliable service, flexible menus, and fast execution.

EXHIBIT C
City-Owned Equipment List

Qty	Description	Purchase Date
2	55" Vizio Flat screen TV	Pre 2014
1	65" Vizio Flat screen TV	Pre 2014
1	70" TV	4 years old
1	Royal RR4G36 4 open burners, 36" griddle, 2 ovens	Pre 2014
1	Beverage Cart	Pre 2014
1	True Undercounter freezer	2021
1	Kratos Undercounter reach in cooler and line prep	2022
1	True Under counter refrigerator	2021
1	Pitco gas fryer	2021
1	Eurodib Sandwich Grill	pre 2014
1	Arctice single door Freezer	2021
1	Atosa single door refrigerator	2021
1	Scottsman ice machine & 900 lb bin	2020
1	Culitek DBL door freezer	2020
1	Hobart Deli Slicer	pre 2014
1	Kitchen Aid Mixer	pre 2014
1	Kegeator	2024

Subject: Resolution No. 19, Series 2026 - A Resolution Amending Certain Fees, Rates and Charges for the City of Louisville, Colorado

Date: March 3, 2026

Prepared By: Adam Blackmore, Parks, Recreation and Open Space Director

Presented By: Adam Blackmore, Parks, Recreation and Open Space Director

Summary:

The 2026 Coal Creek Golf Course fees and structure were originally approved and recommended by the Recreation Advisory Board (RAB) during their regularly scheduled September and October 2025 meetings and subsequently approved by City Council as a component of the City Manager's budget on 11/3/2025 via Resolution No. 88 Series 2025. During the process of implementing the 2026 fees, City Council was asked by members of the public to reconsider the approval and some elements of the pricing structure. The City Manager asked that the 2026 fee increases be paused until the Recreation Advisory Board had a chance to review the 2026 fees in more detail and obtain clarity related to the Golf Fund. The Recreation Advisory Board unanimously approved the framework of a recommendation memorandum suggesting modifications to the 2026 fees and structure during their regular meeting held 1/26/26.

Staff is in support of these recommendations with the exception of the capped number of Regal & Imperial annual passes. Upon further review, since the 1/26/26 RAB meeting, during the transition of point of sale systems in 2025 some information related to residency status of annual pass holders was not fully accounted for, thus the information presented to RAB on 1/26/26 showing 22 Louisville resident annual pass holders (Regal & Imperial) was not accurate and staff is working to verify the actual number of annual pass holders with Louisville residency status; thus the recommendation for a 40 annual pass cap and lottery system for non-residents as proposed is no longer tenable. Staff is recommending not implementing the 40 annual pass cap and will allow for all current annual pass holders, regardless of residency status, the opportunity to renew their pass prior to April 1, 2026 at the RAB recommended Regal & Imperial Pass rates. No new annual passes will be available for purchase. This adjustment is for 2026 only, and will be re-evaluated with the Finance Committee and City Council as a component of the budget presentation for the City Council budget retreat in July. Staff is prepared to move forward with implementing the modifications as presented as well as prepared to move forward with implementing fees and pricing structure(s) that were not recommended to be modified per the original approval in 2025. The recommendation memorandum and overview of all Coal Creek Golf Course fees are included with this agenda item for review.

Background / Prior Discussions:

Preliminary fees and golf revenues are discussed and projected during the annual budget development process, with discussions typically starting in May for the following budget year. The fees are presented to the Finance Committee in the fall as part of a larger fee discussion related to fees that are set by the City Manager. Fees specific to Recreation and Coal Creek Golf Course (CCGC) are then presented to the Recreation Advisory Board for their input, any recommendations are incorporated, and then the full City Manager Fee Schedule is considered by the City Council as part of the budget adoption process.

CCGC fees consist of Green Fees, Annual Passes (Regal and Imperial), Preferred Player Program, Monarch Annual Pass (Youth under 18), and Carts and Range Balls. In consideration of the 2026 fees, staff recommended increases for all fees and benefit changes for the Annual Pass and Preferred Player Programs. The purpose of the proposed fee increases and benefit changes was to move toward a self-sustaining fee structure that can support the ongoing operation of CCGC and nominal capital investment, while continuing to provide exceptional value and service.

Prior Discussions:

The proposed 2026 CCGC fees and structure were discussed several times as noted below:

[9/18/2025 Finance Committee](#) - Initial City Manager Fee discussion

[9/22/2025 Recreation Advisory Board Meeting](#) - Proposal of daily play & ancillary fees

[10/21/2025 City Council Meeting](#) - Discussion/Direction on the City Manager's Proposed 2026 Operating and Capital Budget

[10/27/2025 Recreation Advisory Board Meeting](#) - Proposal and approval/recommendation of annual pass, monarch pass & preferred player program fees & structure

[11/3/2025 City Council Meeting](#) - Adoption of the 2026 Budget

[12/1/2025 Recreation Advisory Board Meeting](#) - Minutes reflect approval to move forward with pass program(s) structure per 10/27 Feedback

12/2/2025 City Council Meeting - Nine individuals provided public comment requesting that the City Council reconsider the proposed fees.

[1/26/2026 Recreation Advisory Board Meeting](#) - Golf Fund presentation and approved motion for Memorandum of Recommendation for fee and pass structure modifications

December 1, 2025 Recreation Advisory Board Meeting

At the December 1, 2025 Recreation Advisory Board meeting, approximately 40-50 individuals attended, expressing concerns regarding the proposed CCGC fees and benefit changes. Key themes expressed during the meeting related to the fees and process were:

- Affordability and Equity
 - Many patrons expressed concern over the magnitude of the proposed increases for the season passes, with several citing increases between

- 38%–53%, despite a public reference to a 5% increase.
 - There is strong sentiment that residents, seniors, military/veterans, and individuals with special needs should continue to receive discounted rates on the season passes, as is common in other city services (e.g., the Recreation and Senior Centers).
 - The elimination of family and guest benefits (e.g., second member discounts, free guest rounds) was also noted as a significant loss of value.
- Transparency and Process
 - Several patrons questioned the lack of clarity around how the new rates were determined, and whether Council had full visibility into the actual percentage increases.
 - There is a desire for greater transparency around the golf course's financials, including whether revenues are subsidizing other city services.
 - Patrons asked for data on pass sales and usage, and for a clearer explanation of the rationale behind the timing and structure of the proposed changes.
- Timing and Communication
 - Concerns were raised about the December 31st deadline for purchasing 2026 passes, especially during the holiday season. Patrons noted that previous renewal periods occurred in March/April, which was more manageable.
 - Some patrons feel that the short notice and lack of engagement have led to a sense of exclusion from the decision-making process.
- Community and Identity
 - Many patrons emphasized that CCGC is more than a golf course — it's a community hub that reflects Louisville's values of inclusion and support for residents.
 - There is concern that the proposed changes may alienate long-time members, particularly seniors and those on fixed incomes, and disrupt established golf groups and leagues.
 - Patrons questioned whether the goal is to make CCGC more like other regional courses, or to preserve its unique role as a community-centered, city-owned course.
- Requests and Suggestions
 - Several patrons suggested, that if significant increases are going to be implemented, consider phasing them in over multiple years to ease the financial impact.
 - Others requested that Council reconsider or delay implementation of the new fees until April 1st to allow for further discussion and community input.
 - There is a strong call to reinstate or introduce resident and senior discounts, and to re-evaluate the value proposition of the annual passes in light of the proposed changes.

The CCGC fees were not on the Recreation Advisory Board's agenda, so the Board

could not discuss the fees. The Board indicated that they would add the fees as an item on their January 2026 agenda.

December 2, 2025 Council Meeting

At the December 2, 2025 Council meeting, a number of individuals attended to express their concerns regarding the proposed 2026 fees and benefit changes. The themes aligned with themes noted above during the Recreation Advisory Board meeting. The CCGC fees were not on the City Council's agenda, so the City Council could not discuss the fees.

Per the City Manager's direction, on December 12, 2025, a notice was issued to Season Pass Holders that the proposed fee increases and annual pass sales were being paused to allow time for staff to provide a presentation to the Recreation Advisory Board on January 26, 2026. In addition, the proposed increases for the remaining fees were also paused to provide the Recreation Advisory Board the opportunity to revisit all the fees.

Development Proposal:

N/A

Analysis:

January 26, 2026 Recreation Advisory Board Meeting

The January 26, 2026 Recreation Advisory Board meeting focused on the proposed CCGC fees. Finance Director Bailey provided a presentation on the Golf Enterprise Fund and PROS Director Blackmore presented possible recommendations to City Council. There were many people in attendance, and the overall theme of comments from the public can be summarized as follows:

- There was a lack of transparency and full disclosure through the process to recommend 2026 fees.
- The actual increases for some golfers are much higher than the 5% represented by staff.
- The fees should just be increased 5% across the board and leave the benefits the same.
- Decisions should be made on actual data.
- There is a desire to acknowledge and provide discounts to residents, seniors, and military.
- More planning needs to go into long-term forecasts and establishing goals so that the public can understand the need for increases, and so that fees can be increased gradually to meet those goals.

After deliberation, the Recreation Advisory Board provided the enclosed memo to the City Council with their recommendation, which is summarized as follows:

- Standard Green Fees for Weekday and Weekend rates, Preferred Player Program, and Monarch Annual Pass will remain as previously proposed.
- Senior Green Fee rates will remain unchanged from the 2025 rates.
 - Staff will have the flexibility to determine senior days and times.
- Regal & Imperial passes will be adjusted for the 2026 season, with pricing to be based on the Louisville Resident/Military rate, with a 5% increase, and a 25% proration applied as the fees will be in effect for the remaining months of 2026.
 - Passes will be capped at 40, with Louisville residents receiving priority.

Staff applied the Recreation Advisory Board's recommendation, except for applying a cap on the number of Regal and Imperial passes, and developed the attached 2026 Fee Schedule for Council consideration. It's important to note that for some fees, the fee increase is not a straight 5% as staff rounded up or down to the nearest dollar. Also, the Green Fees for Seniors is recommended to remain at the 2025 adopted rate because for most of 2025, a promotional rate for seniors was applied which was a significant discount from the adopted rate.

Staff is recommending not to apply a cap to the number of Regal & Imperial annual passes because, upon further review, during the transition of point of sale systems in 2025 some information related to residency status of annual pass holders was not fully accounted for. Information presented to RAB on 1/26/26 indicated that 22 Louisville residents were annual pass holders (Regal & Imperial). This information was not accurate and staff is working to verify the actual number of annual pass holders with Louisville residency status; thus, the recommendation for a 40 annual pass cap and lottery system for non-residents as proposed is no longer tenable. Staff is recommending not implementing the 40 annual pass cap and will allow for all current annual pass holders, regardless of residency status, the opportunity to renew their pass prior to April 1, 2026 at the RAB recommended Regal & Imperial Pass rates. No new annual passes will be available for purchase.

Staff recommends approval of the attached proposed fees, and that the proposed benefit changes for the Annual Pass and Preferred Player Programs also be approved.

Staff recognizes the significant confusion that occurred with the preparation, consideration, and adoption of the 2026 fees, and confusion associated with the Golf Fund. In May, staff will begin the analysis of potential fee increases for 2027. As part of that analysis, more focus will be placed on explaining the budget, current status of the Golf Fund, and the long-term financial forecast of the Golf Fund.

Council Work Plan:

This item is not specifically listed in Council's Work Plan.

Fiscal Impact:

Exact revenue generation fiscal impact will be evaluated throughout 2026 and taken into

account with 2027 recommended fees for City Manager & City Council consideration.

Alternatives:

1. Continue with fees and pricing structure as approved via Resolution No. 88 Series 2025.
2. Direct alternatives other than what is found in the Recreation Advisory Board Memorandum dated 1/29/2026.

Recommendation:

Approve revised fees and pricing structure as recommended by the Recreation Advisory Board effective March 4, 2026.

Attachments:

1. Resolution No. 19, Series 2026
2. RAB City Council Memo - 2026 Coal Creek Golf Green Fee & Pass Recommendation
3. CCGC 2025 vs 2026 Rates

**RESOLUTION NO. 19
SERIES 2026**

**A RESOLUTION AMENDING CERTAIN FEES, RATES AND CHARGES FOR THE
CITY OF LOUISVILLE, COLORADO**

WHEREAS, the Louisville Municipal Code authorizes the City Council to establish certain fees, rates and charges by resolution; and

WHEREAS, pursuant to such authority, the City Council on November 3, 2025 adopted Resolution No. 88, Series 2025, which established fees, rates, and charges as set forth in Exhibit A to such resolution, effective January 1, 2026; and

WHEREAS, the fees, rates, and charges for the Coal Creek Golf Course set forth in Control #s 222 through 226 were temporarily suspended while the City further reviewed, including further input from the Recreation Advisory Board ("RAB"); and

WHEREAS, RAB has transmitted its recommendations to the City Council regarding fees, rates, and charges for the Coal Creek Golf Course in its memorandum dated January 29, 2026, the City Council has considered such recommendation, and the City Council wishes to amend the amounts of certain fees, rates and charges for the Coal Creek Golf Course as set forth herein.

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

Section 1. The Louisville City Council hereby amends the following fees, rates and charges for the Coal Creek Golf Course pursuant to Louisville Municipal Code Section 2.04.030:

Control #	Fee Description	Detail	2025 Fee	2026 Adopted Fee (Resolution No. 88)	2026 Amended Fee	Actual % Change (2026 Amended Fee)	Responsible Department/Director
222	Standard Green Fees ¹	18 hole weekday	\$51 - \$62	\$53 - \$65	\$54 - \$59		Parks/Rec Director
223		18 hole weekend	\$63 - \$73	\$66 - \$77	\$66 - \$70		Parks/Rec Director
224		9 hole weekday	\$29	\$30	\$28 - \$32		Parks/Rec Director
225		9 hole weekend	\$32	\$34	\$35		Parks/Rec Director
226		Annual Membership/Unlimited Golf ²	\$2,367 - \$3,802	\$3,450 - \$4,250	\$2,769 - \$3,673 ³		Parks/Rec Director

¹ May vary for promotions, etc. with approval of Parks and Rec Director.

² Renewal of existing annual passes only. No new annual passes available for 2026 season.

³ Prorated for April-December 2026 (Regal pass \$2,077; Imperial pass \$2,755).

Section 2. The fees, rates and charges set by this resolution shall be effective March 4, 2026, and may thereafter be amended from time to time by resolution of the City Council.

Section 3. The fees, rates and charges set by this resolution shall supersede and replace any fees, rates or charges previously set or adopted by the City Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify, or change in whole or in part any liability which shall have been previously incurred, and superseded or replaced provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits and proceedings thereon, as well as for the purpose of sustaining any judgment, decree, or order.

Section 4. If any portion of this resolution is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED this 3rd day of March 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Memorandum

To: Louisville City Council
From: Recreation Advisory Board
Date: January 29, 2026
Re: 2026 Golf Course Green Fee & Pass Recommendation

The Recreation Advisory Board would like to provide feedback regarding the process used for the 2026 golf green fee and pass review, along with a formal recommendation.

In retrospect, the timing of when the Recreation Advisory Board was asked to review the proposed green fees occurred later than ideal in the planning cycle. While we were able to review and provide recommendations, the shortened timeline this year proved to be problematic.

We view this as a learning opportunity. Going forward, we will work with staff to ensure that the proposed fees and supporting data are provided earlier in the year allowing for a more transparent, collaborative, and informed review process.

Board Motion

The Standard Green fees for Weekday and Weekend rates will remain as previously posted, as well as the Preferred Player & Monarch Pass.

2026 Senior green fee rates will remain unchanged from the 2025 rates.

- 18 Holes PM - \$45.00
- 9 Holes PM - \$25.00

Staff will have the flexibility to determine senior days and times.

The Regal & Imperial passes will be adjusted for the 2026 season as follows:

- Pass pricing will be based on the Louisville Resident/Military rate, with a 5% increase, and a 25% proration applied to each pass:
 - Regal Pass: \$2637.00 + 5% increase
 - Imperial Pass: \$3498.00 + 5% increase

Annual passes will be capped at 40, with Louisville residents receiving priority.

Seconded: Michele Van Pelt
All board members were in favor.

We appreciate the opportunity to provide input on golf operations, and we value our advisory role. Lessons learned from the 2026 fee review will be used to improve the process for the future and to better support staff and City Council.

Respectfully,

Lisa Norgard
RAB, Chair

2025 vs 2026 Rates

		<u>2025</u>	<u>2026</u>	
Weekday (M-F)	<i>18 Holes AM</i>	\$56	\$59	
	<i>18 Holes PM</i>	\$51	\$54	
	<i>9 Holes AM</i>	\$30	\$32	
	<i>9 Holes PM</i>	\$27	\$28	
Weekend (Sat-Sun)	<i>18 Holes AM</i>	\$67	\$70	
	<i>18 Holes PM</i>	\$63	\$66	
	<i>9 Holes AM</i>			N/A
	<i>9 Holes PM</i>	\$33	\$35	
Senior Rates	<i>18 Holes</i>	\$45	\$45	
	<i>9 Holes</i>	\$25	\$25	
Range Balls	<i>30 balls</i>	\$6	\$7	
	<i>60 balls</i>	\$11	\$12	
	<i>90 balls</i>	\$15	\$16	
Carts	<i>Motor 18</i>	\$22	\$23	
	<i>Motor 9</i>	\$13	\$14	
	<i>Pull 18</i>	\$8	\$9	
	<i>Pull 9</i>	\$6	\$7	
Preferred Player (+)	<i>Preferred (M-Fri)</i>	\$119		N/A
	<i>Preferred + (M-Sun)</i>	\$179	\$200	
Regal	<i>Regal Card</i>	\$2,637	\$2,077	(5% increase of 2025 senior/resident price and 25% proration included)
	<i>Regal +</i>	\$2,866		
			Capped at 40 total passes. Resident renewals have priority	
Imperial	<i>Imperial Card</i>	\$3,498	\$2,755	(5% increase of 2025 senior/resident price and 25% proration included)

	<u>2025</u>	<u>2026</u>	<i>senior/resident price and 25% proration included)</i>
<i>Imperial +</i>	\$3,802		
Monarch Pass	\$425	\$650	

Subject: Marshall Fire Fee Refund Program

Date: March 3, 2026

Prepared By: Diana Langley, City Manager
Samma Fox, Deputy City Manager
Ryder Bailey, CPA, Director
Rob Zuccaro, Director

Presented By: Diana Langley, City Manager
Ryder Bailey, CPA, Director

Summary:

The item before Council tonight is consideration of a program to return Marshall Fire Permit-Related fees.

At the direction of City Council, City Manager and Finance Department Staff performed a high-level analysis of Marshall Fire permit fees and incremental expenses utilizing 2021 as a 'Base Year'. This approach assumed all incremental costs above the inflation adjusted Base Year were a direct result of, and in response to, the Marshall Fire. It should be noted that this approach is not a comprehensive fee study or a time study. It should be recognized as an imperfect approach that excludes existing staff and other baseline expenses. However, such analysis demonstrated that approximately \$1,700,000 was collected in excess of the incremental expenses. Further analysis was performed to establish a rebate on a per-permit basis. The recommendation is to refund up to 48% of the Building Permit and Plan Review line items of the applicant's approved building permit, up to a capped amount of \$4,200.

Background / Prior Discussions:

In the City of Louisville, 549 homes were lost to the Marshall Fire. Council and staff responded while still in the COVID-19 pandemic, with all of its unique challenges and the economic uncertainty that came with the pandemic. In Louisville, the Council supported City Use Tax Rebates, provided allowances to build to lower codes, and a Marshall Fire specific administrative variance allowance to expedite processing. In addition, Louisville hired new staff and re-allocated staff throughout the organization to provide support, with many staff going above and beyond to aid recovery. At the time, the Council decided not to rebate building permit and plan review fees however did rebate the City's portion of construction use taxes. During the January 2025 Finance Committee meeting the Committee requested staff prepare an item for the March agenda providing insight on building permit and plan review fees collected, actions of neighboring jurisdictions, and options for consideration. The following outlines the

purpose of building permit and plan review fees, decisions made by other communities relating to these fees, what has been collected by Louisville, and options for the committee's consideration.

Purpose of Community Development Fees

Building permits, inspection and review fees are critical to fund the administration of the permitting and inspection process. These fees are set at an amount intended to cover the average cost of administering a permit.

Community Development Fees are approved annually by the City Council during the Comprehensive Fee updates. Fees are based on total valuation. Minimum valuation is determined in accordance with the City of Louisville Building Valuation Data Table per square foot. The valuation is calculated based upon standard building valuation data and where the actual total contract construction cost differs, the higher of the two valuation figures is used to determine the building permit fee. The City has the right to audit any project to determine if the proper permit fee was paid.

The last comprehensive fee study was performed in 2018 (Attachment: August 7, 2018 Council Packet – see pp. 251-267). That study includes a comprehensive analysis of costs and revenues and shows that based on a three-year average of revenues at that time, fees aligned with costs. The study also compared Louisville fees to five local municipalities and Boulder County and demonstrated that Louisville's fees were within the ranges of those jurisdictions. Because the total valuation drives building permit fees, a built-in inflationary factor is within the fees, as rising construction costs results in valuation increases, which adjusts permit fees.

The City of Louisville charges building permit and plan review fees for all permits issued, including those for the Marshall Fire Rebuilds. These fees are essential for funding the administration of the permitting and inspection processes. It is important to understand that there can be a significant amount of time between the collection of plan review and permit fees and the issuance of final permits, often lasting several months to years. As a result, the entire process frequently spans multiple calendar years and crosses budget periods.

The Average Residential permit and plan review fee for Marshall Fire re-builds is approximately \$9,700.

Prior Meetings

- Time of Marshall Fire: Council rebates a portion of construction use taxes. Defers building permit and plan review fee reconciliation to a future date.
- [January 2025 Finance Committee](#): The committee requested that staff prepare an item for the March agenda providing insight into building permit and plan review fees collected.
- [March 2025 Finance Committee](#): Staff presents Marshall Fire permit-related reconciliation

- [June 2025 Finance Committee](#): Continuation discussion from March, and due to significant fiscal impacts and expectation of full City Council consideration, Policy direction deferred to the Annual Budget Retreat.
- July 23, 2025: During the Budget Retreat, Council directed staff to include \$1.7M in appropriations in the 2026 budget and develop a refund program for the Building & Plan Review fees.
- November 3, 2025: City Council Adopts the 2026 Budget, inclusive of \$1.7M Marshall Fire Refund Set aside.

Development Proposal:

N/A

Analysis:

Program Proposal

- **Eligible Recipients:** Must be the owner of record on the disaster date. (Will be verified.)
- **Eligible Properties:** Owner and renter occupied, damaged (smoke damage that required more than insulation replacement) or destroyed single-family residences, located within the declared disaster. Property owner must have an approved building permit with the City.
- **Eligible Expenses:** The City will refund up to **48%** of the Building Permit and Plan Review line items of the applicant's approved building permit. Refunds will be capped at **\$4,200**.

Staff discussed whether the owner of record should have to self-certify that they were underinsured at the time of the fire. There is no legal requirement that the property owner was underinsured to receive a refund, so in order to keep the rebate process as simple as possible, staff recommends not requiring a self-certification.

How did we get to \$4,200?

This item was discussed at the July 23rd 2025 budget retreat, where Staff sought policy direction from the Council after two presentations to the Finance Committee (March and June 2025). At that meeting, Staff was directed to build the \$1.7M into the budget for November's adoption. This was called out in all subsequent budget presentations in September, October, and November. To determine the eligible refund amount, City Finance staff utilized permit data provided by Community Development staff, filtered that data to determine eligible recipients/properties and permit fee and plan review costs, and then through an iterative process determined the percentage/cap amount that would fully utilize the \$1.7 million. There are 273 properties that could receive the max amount of \$4,200 and 164 properties that could receive less than the maximum amount.

Property owners may have questions regarding whether their property will be eligible for the rebate. To protect personally-identifiable information, staff is not including the list of eligible properties and instead encourages property owners to reach out to staff directly with questions.

Comparison to Other Cities

Jurisdiction	Permit Fee Refund	Avg. Use Tax Rebate / Credit	Estimated Total per Household (HH)	Estimated # of HHs	Estimated Impact to Jurisdiction
Louisville	<i>\$4,200(max), 48% cap</i>	\$14,594 (100% if 2021 IECC*)	\$18,794	<549 (est. 450)	\$8,457,300
Boulder County - Unincorporated	\$4,400	\$3,172	\$7,572	157	\$1,188,000
Boulder County – Superior & Louisville	N/A	\$3,172	\$3,172	519 (676-157)	\$1,646,000
Superior	\$3,600 (47% of fee)	\$8,100 (100%)	\$11,700	<391 (est. 273)	\$3,194,100

Plan Review and Building Permit Fee

Boulder County provided a \$4,400 discount on the plan review and building permit fee for the principal structure and 25% fee discount on accessory structures. The discount is in recognition of increased construction costs and insufficient insurance coverage, not an estimation of cost to perform the service. The County also notes that the fee reduction is not anticipated to impact permitting services given efficiencies gained by economies of scale.

Town of Superior rebated 47% of the plan review and building permit fee. This amounted to approximately \$3,600, on average. Superior contracts out plan review and inspection services for 53% of plan review and permit fees charged, and these funds go directly to the consultant per contract. The 47% rebate is in recognition of supporting those underinsured and the many challenges to rebuilding a home lost to the Marshall Fire. The Town covered any additional operational costs with rebuilding (public works inspections, zoning reviews, code enforcement, records administration, etc.).

Use Taxes

All three entities, Louisville, Boulder County and Superior provided Use Taxes rebates for Marshall Fire impacted residents.

The City of Louisville rebated 100% of use tax if the homeowner built to 2021 International Energy Conservation Code (IECC) Standards. For homeowners who built to the 2018 IECC, they received a 100% rebate for up to 110% of the home's original square footage and 0% for any

additional square footage. The average use tax rebate/credit was \$14,594. Boulder County rebated 100% of Use Tax, capped at \$3,500 for permits issued in 2022. The cap was increased to \$4,200 for permits issued 2023-2025. The Town of Superior rebated 100% of Use Tax, or \$8,100 on average.

Additional Considerations

Program Administration

With Council support of the program, Staff will evaluate implementation opportunities, including potential partnerships, and prioritize approaches that make it as easy as possible for Marshall Fire survivors to access the refund. The retroactive approach of this program brings unique administrative complexities for eligibility determinations. For example, Staff will need to develop processes to handle refund requests involving changes in ownership such as divorce. With this and simplicity in mind, staff will look to existing programs and resources and aim to mirror what has worked, and improve where possible.

Communication & Outreach

Staff will also develop a targeted outreach strategy using broad-reaching traditional City Channels, Marshall Fire rebuild channels (such as newsletters, the website, etc.) and direct outreach, to the extent possible, to those potentially eligible.

What happens if the funds aren't used?

In the event not every eligible resident participates and there are remaining funds, staff proposes rolling any remaining funding into a wildfire mitigation fund. With Council direction, this fund could be used to incentivize fire hardening or defensible space initiatives, such as through a rebate. Staff anticipates a timeline of one year for the initial refund period.

Council Work Plan:

This item is not directly included in Council's Work Plan. Council provided direction on this through the 2026 budget process.

Fiscal Impact:

Budgeted - funding / resources for this item have been fully budgeted and no amendment is required.

Alternatives:

Staff has proposed a program to maximize refunds given the Council set budget. Council can choose to support the program as proposed, not support the program, or provide clear direction for alteration of the program.

Recommendation:

Staff recommends Council take action on the proposed program to indicate support or provide clear direction on any adjustments needed.

Attachments:

1. Proposed Marshall Fire Permit Credit Program Presentation



Marshall Fire Permit-Related Refund Program

(Continuation from Fall 2025)

Diana Langley, City Manager
Ryder Bailey, CPA, Finance Director

Background

- **Time of Marshall Fire:** Council rebates a portion of construction use taxes. Defers building permit and plan review fee reconciliation to a future date.
- **January 2025 Finance Committee:** The committee requested that staff prepare an item for the March agenda providing insight into building permit and plan review fees collected.
- **March 2025 Finance Committee:** Staff presents Marshall Fire permit-related reconciliation
- **June 2025 Finance Committee:** Continuation discussion from March, and due to significant fiscal impacts and expectation of full City Council consideration, Policy direction deferred to the Annual Budget Retreat.
- **July 23, 2025:** During the Budget Retreat, Council directed staff to include \$1.7M in appropriations in the 2026 budget and develop a refund program for the Building & Plan Review fees.
- **November 3, 2025:** City Council Adopts the 2026 Budget, inclusive of \$1.7M Marshall Fire Refund Set aside.

Financial Comparison Summary

Jurisdiction	Permit Fee Refund	Avg. Use Tax Rebate / Credit	Estimated Total per Household (HH)	Estimated # of HHs	Estimated Impact to Jurisdiction
Louisville	\$4,200 (max), 48% cap	\$14,594 (100% if 2021 IECC*)	\$18,794	<549 (est. 450)	\$8,457,300
Boulder County - Unincorporated	\$4,400	\$3,172	\$7,572	157	\$1,188,000
Boulder County – Superior & Louisville	N/A	\$3,172	\$3,172	519 (676-157)	\$1,646,000
Superior	\$3,600 (47% of fee)	\$8,100 (100%)	\$11,700	<391 (est. 273)	\$3,194,100

Permit & Rebuild Fee Refund Program *(Recommended Guidelines)*

- **Eligible Recipients:** Must be the owner of record on the disaster date. (Will be verified.)
- **Eligible Properties:** Owner and renter occupied, damaged or destroyed single-family residences, located within the declared disaster. Property owner must have an approved building permit with the City.
- **Eligible Expenses:** The City will refund up to **48%** of the Building Permit and Plan Review line items of the applicant's approved building permit. Refunds will be capped at **\$4,200**.

Permit & Rebuild Fee Refund Program *(Additional Items to Note)*

- **Communication method:** The City will be communicating this program via the Marshall Fire rebuild channels (GovDelivery, Website, etc.) and direct outreach
- **What if the refunds aren't taken?:** Staff proposes any remaining funds, after reasonable efforts to refund, are rolled into a fire mitigation fund for use at Council's direction

Subject: 2026 City Council Committee Assignments
Date: March 3, 2026
Prepared By: Mayor Chris Leh
Presented By: Mayor Chris Leh

Summary:

Below is a list of committees to which the Mayor appoints City Council members. The attached Committee Assignments list reflects the Mayor's recommended appointments for 2026. Members will serve on committees until November 2026. The following list may not be inclusive.

- City Council Economic Vitality Committee
- City Council Finance Committee
- Boulder County Regional Working Group on Homelessness
- Colorado Communities for Climate Action (CC4CA)
- Colorado Municipal League Policy Community
- Community Solutions
- Consortium of Cities
- Denver Regional Council of Governments
- Louisville Revitalization Commission

Background / Prior Discussions:

See analysis.

Development Proposal:

N/A

Analysis:

In December 2025, Council temporarily extended assignments to committees and the LRC.

(Link: [December 16, 2025 City Council Meeting](#))

The Charter requires a Council vote regarding standing committees. Based on continued interest expressed by Council members, the Mayor is recommending that Council vote to approve the following slate:

Finance Committee: Hoefner (Chair), Hamlington, and Cooperman

Economic Vitality Committee: Leh (Chair), Fahey, and Kern

Louisville Revitalization Commission (LRC): Dickinson

The Mayor also proposes that Council approve alternates to each of the standing committees. The alternate would attend any meeting of the appointed standing committee or commission if, but only if, the appointed member reasonably anticipated that s/he were not able to participate in some or all of a meeting. The Mayor proposes that Council member Cooperman be appointed as the alternate for LRC since he's the other Council member who represents the area in which the Urban Renewal Authority (URA) is located. The Mayor proposes that Council member Dickenson and Council member Kern be appointed as the Economic Vitality and Finance Committee alternates, respectively. All appear on the attached chart.

The other committee appointments do not require a vote. Nonetheless, they appear on the attached chart for reference. The Mayor has selected primary members and alternates based on need and interest that each Council member expressed during conversations with the Mayor. In any case, it is the Mayor's understanding that all Council members support the list the Mayor circulated last week and has included in the attached chart.

Council Work Plan:

Council committee assignments support a variety of Council Work Plan priorities.

Fiscal Impact:

N/A

Alternatives:

None

Recommendation:

None

Attachments:

1. 2026 Council Committee Assignments

2026 City Council Committee Assignments

Council Committee	Meeting Day/Time (subject to change)	Councilmember Assignments
Economic Vitality Committee	2 nd Thursday of the Month, 3:00 pm	Leh (Chair) , Fahey, Kern Dickenson (Alternate)
Finance Committee	3 rd Thursday of the Month, 4 pm	Hoefner (Chair) , Hamlington, Cooperman Kern (Alternate)
Louisville Revitalization Commission	3 rd Wednesday of the month, 8:00 am	Dickinson (Commissioner) Cooperman (Alternate)

Representative Committee	Responsibilities	Meeting Day/Time (subject to change)	Councilmember Assignments
Colorado Communities for Climate Action (CC4CA)	CC4A is a coalition of 43 local governments across the state advocating for stronger state and federal climate policy. The Councilmember will be a Member of the Board of Directors representing Louisville. https://www.cc4ca.org/	4th Tuesday of each month, 9:30-10:30 am via Zoom	Cooperman (Primary) Fahey (Alternate)
Commuting Solutions	Louisville is a member of CS, which advocates for infrastructure and transportation improvements, creates essential partnerships and educates citizens to provide progressive, flexible and sustainable transportation solutions that also reduce emissions and mitigate the impacts of climate change. Councilmember and staff attend on behalf of the City. https://commutingsolutions.org/	Quarterly	Hoefner (Primary) Hamlington (Alternate)

Consortium of Cities	Louisville is a member of the Consortium, as is Boulder County, home rule cities, and statutory towns in the County. The Consortium, which is led by Commissioner Loachamin, typically takes up a key issue of common concern for all members. (E.g., affordable housing, minimum wage.) The Councilmember would represent the City. A City Staff member attends also.	2nd Wednesday of even-number months	Fahey (Primary) Kern (Alternate)
Boulder County Regional Working Group on Homelessness	Boulder County group of electeds who work on a collaborative, “Housing First” approach to reduce chronic homelessness	Every other month	Hamlington (Primary) Dickinson (Alternate)
Denver Regional Council of Governments	Louisville is a member of DRCOG. The Councilmember serves as a Member of the Board of Directors representing Louisville https://drcog.org/	1st Wednesday at 4 pm and 3rd Wednesday at 6:30 pm	Kern (Primary) Cooperman (Alternate)
Colorado Municipal League Policy Committee	The City is a member of CML. The Councilmember serves the Council's representative to the CML's standing committee, which tracks and takes positions regarding state legislation and other issues of concern to the members. https://www.cml.org/home/advocacylegal/Policy-Development	Monthly, 9 am - noon (click link for schedule)	Leh (Primary) Hoefner (Alternate)



**A PROCLAMATION DECLARING MARCH 2026 AS THE
24th ANNUAL MARCH FOR MEALS MONTH**

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

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

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

WHEREAS, in 2025, Coal Creek Meals on Wheels surpassed one million meals served since the organization's founding; and

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

WHEREAS, food insecurity is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come; and

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

NOW, THEREFORE, be it resolved that the Louisville City Council does hereby proclaim March 2026 as a month celebrating Coal Creek Meals on Wheels and urges every community member to take this month to honor the programs, the individuals they serve, and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat hunger and isolation.

DATED this 3rd day of March 2026

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Subject: Discussion / Direction: Wildland Urban Interface (WUI) Map
Discussion / Direction provides Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be no final decisions made on this item and there will be one round of public comment. This item may return at a later date for action by Council.

Date: March 3, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:

As part of the City's adoption of a Wildland Urban Interface (WUI) ordinance, the City will need to determine mapped regulatory boundaries to apply to the ordinance. Staff is presenting background information and concepts for development of a City WUI map for City Council discussion and direction. Based on Council direction, staff will develop a draft map for consideration as part of the City's adoption of a local WUI code.

Background / Prior Discussions:

SB23-166

In 2023, the State passed SB23-166, which established the process for developing a minimum State WUI code and set requirements for local adoption of the State code or a local code meeting or exceeding State standards by April 1, 2026, with implementation required by July 1, 2026.

In June of 2025, the State Wildfire Resiliency Code Board (WRCB) adopted the 2025 Colorado Wildfire Resiliency Code (CWRC) and corresponding CWRC Map. The code and map are intended as minimum standards to apply State-wide, with the option for local communities to adopt more stringent standards or expand the regulatory boundaries to meet local community conditions or desired outcomes.

Link: [SB23-166](#)

Link: [Adopted Wildfire Resiliency Code](#)

Link: [Adopted Rules and Regulations](#)

Link: [Adopted Wildfire Resiliency Code Map](#) (CWRC Map)

The 2025 CWRC establishes and maps three Fire Intensity classifications:

- Low Fire Intensity
- Moderate Fire Intensity

- High Fire Intensity

These classifications are based on factors that include vegetative fuel types, anticipated flame length, terrain and topography, rates of spread and spotting, weather impacts, and suppression difficulty.

For Louisville, large areas to the west and north of the City are designated as Moderate Fire Intensity. These areas largely cover Open Space properties, as well as a small portion of The Enclave neighborhood and several parcels on the west side of Centennial Valley. There is also an area on the south side of the City designated as Low and Moderate Fire Intensity. These areas include portions of the Warembourg, Bowes, and Admore Open Spaces; the Monarch K–12 Campus; the Coal Creek Medical Campus; Juniper Village Assisted Living; and parts of Redtail Ridge. There are no areas designated as High Fire Intensity in proximity to Louisville.

The CWRC map was developed with the assistance of the State Forest Service based on the [2022 Colorado Wildfire Risk Assessment \(CO-WRA\)](#) and [Wildfire Risk Viewer](#). The CWRC map aggregates and “smooths” base data to account for local variability.

The 2025 CWRC includes two classes of regulations for Structure Hardening (Chapter 4) and Site and Area Requirements (Chapter 5) based on the applicable Fire Intensity classification.

- Class 1 standards are the least restrictive and apply to areas mapped within the Low Fire Intensity classification.
- Class 2 standards are more restrictive and apply to areas mapped within the Moderate and High Fire Intensity classifications.

The Structure Hardening standards address the materials and methods of construction of habitable structures and certain accessory structures so that they are more resistant to fire spread. Site and Area Requirements, commonly referred to as “defensible space” standards, govern landscaping, fencing, storage of materials, and related features around structures.

Prior Council Discussions Related to WUI Code and Mapping

On December 16, 2025, City Council reviewed the CWRC and staff recommended amendments to the code. This discussion included background information on the CWRC Map and potential considerations for mapping. A more in-depth discussion of the mapping options was not held, pending the completion of the Louisville Fire Protection District’s (LFPD) Wildfire and Conflagration Risk Assessment (WCRA). Council also directed staff to draft emergency ordinances addressing a ban on the planting of new Junipers and 0-5 ft. defensible space zone standards for areas impacted by the Marshall Fire.

LINK: [December 16, 2025 City Council Memorandum](#)

On February 17, 2026, City Council reviewed the LFPD WCRA report, completed by the Ember Alliance. The LFPD commissioned the WCRA to better understand potential wildfire and conflagration risks throughout the community and identify actionable items that the LFPD, the City, and community members can take to improve wildfire preparedness and resilience. The WCRA includes detailed modeling and mapping that estimates structure vulnerability based on potential wildfires in and around the City, taking into consideration different wind directions, wind speeds, and mitigation measures.

LINK: [February 17, 2026 City Council Agenda](#)

LINK: [WCRA](#)

Prior Council Actions on Fire Hardening and Defensible Space Standards

On November 4, 2024, City Council adopted Ordinance No. 1884, Series 2024 establishing a Fire Hardening Code for Structures (LMC Chapter 15.70), which applies City-wide to all new residential and commercial buildings. The code requires fire hardened materials addressing the envelope of buildings. These standards exceed CWRC Class 1 regulatory standards.

LINK: [July 30, 2024 City Council Discussion/Direction Memorandum](#)

LINK: [November 4, 2024 City Council Code Adoption Memorandum](#)

On January 20, 2026 and February 3, 2026, City Council adopted Ordinance No. 1912, Series 2026 and Ordinance No. 1916, Series 2026 respectively, two separate emergency ordinances that added new sections to the Fire Hardening Code for Structures related to defensible space. Ordinance No. 1912, Series 2026 establishes a City-wide ban on planting of new Juniper Species. Ordinance No. 1916, Series 2026 established a 0-5 ft. defensible space zone limited to property being developed in neighborhoods impacted by the Marshall Fire.

LINK: [January 20, 2026 City Council Agenda](#)

LINK: [February 3, 2026 City Council Agenda](#)

BCBOA Recommendation

On February 11, 2026, the Building Code Board of Appeals (BCBOA) reviewed the draft WUI code and mapping options for the City. The BCBOA voted unanimously to recommend approval of the base CWRC Map without extending the regulatory boundaries.

Development Proposal:

N/A

Analysis:

The CWRC Map provides a baseline map that a community may expand to meet local conditions or desired community outcomes. City Council has the opportunity to consider

additional information and data that could influence potential regulatory boundaries for its WUI code. Some of these additional data points include:

- The State Wildfire Risk Viewer (including the Wildland Urban Interface Risk layer)
- The LFPD WCRA (including the structure vulnerability ratings)
- The Marshall Fire burn boundary

Attachment No. 1 includes map overlays using each of these boundaries and mapping with the base CWRC Map. The map layers from the LFPD WCRA include the Most Probable Path (MPP) layer and properties with a Structure Vulnerability Index of 0.7 or greater. The Structure Vulnerability Index ratings range from 0 to 1, with ratings below 0.7 being desirable. Ratings of 0.7 or above would best predict fire spread based on known fire events.

Council may also wish to consider drawing a WUI boundary to a major road or neighborhood boundary. This provides for uniform and more predictable regulations within neighborhoods rather than splitting a neighborhood with differing sets of building standards. It also takes into account the potential for conflagration within a neighborhood. While roads do not always provide an effective fire break in extreme fire events such as the Marshall Fire, major roads are considered effective fire breaks in many situations.

Two examples of local WUI codes that have established WUI designations based on road and neighborhood boundaries are the City of Boulder and City of Loveland. The City of Boulder map recognizes a higher risk in proximity to the forested foothills areas and lesser risk areas further to the east as the City transitions away from the higher-risk wildland areas and ends at major road boundaries. The City of Loveland likewise includes a City Wildland Zone that ends at major road boundaries and is based on proximity to more rural areas with higher wildland vegetative risk.

LINK: [City of Boulder WUI Map](#)

LINK: [City of Loveland WUI Map](#)

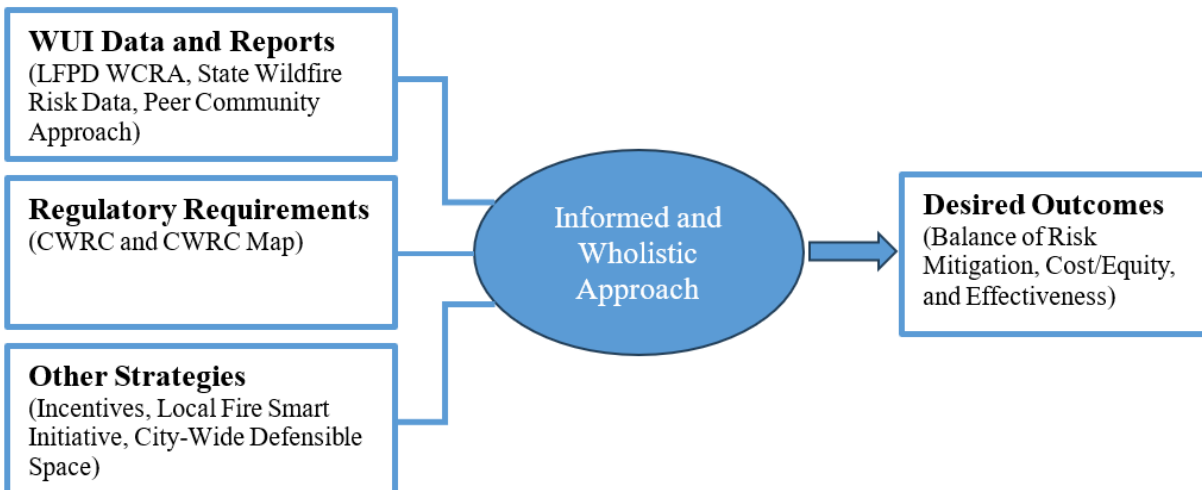
In addition, some communities are choosing to adopt the base CWRC Map without extending any of the base regulatory boundaries. This includes the Town of Superior.

City Council will need to consider many variables, including broader community sentiment and desired outcomes, impact of the Marshall Fire, recommendations of the LFPD WCRA and other WUI data, the CWRC regulatory requirements and CWRC Map, and best approach for effectively addressing community resiliency within neighborhoods that are already developed. Staff proposes the following decision points for Council consideration in determining potential mapping options.

- Risk Mitigation – Which mapping options mitigate risk in the areas with the highest vulnerability to wildland fire and will influence new development in those

areas?

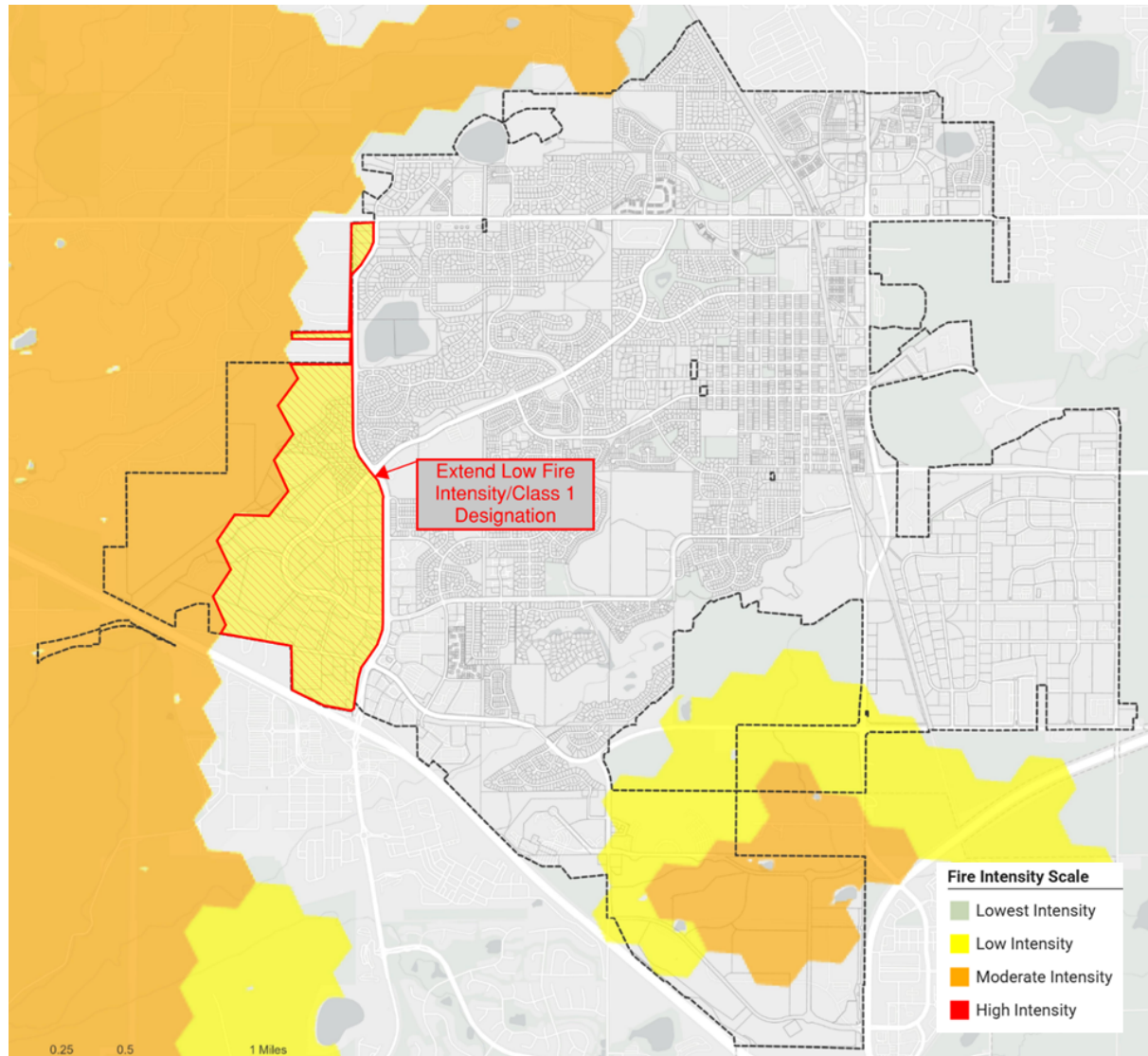
- Cost/Equity – What are the economic, affordability, and equity impacts of the different mapping options?
- Effectiveness – Which mapping options will result in the most effective regulations to create a more fire-resilient community? For areas of existing development, would a strong incentive and educational campaign be more effective than a regulatory approach?



In consultation with the LFPD, staff has developed a potential option which provides a comprehensive solution. Regulatory compliance is optimized with minor modifications to the CWRC Map in areas with a high probability of new development. Current City structure hardening codes exceed the State recommendations for new construction, which reduces the risk of infill. Future education and collaboration campaigns will encourage improvements to existing building stock, which is not impacted by these codes. This includes extending the WUI boundary to McCaslin Boulevard and designating the area for Class 1 WUI regulations. This mapping option is based on the following considerations:

- Focusing the WUI regulations in areas where significant new development, including larger scale new residential development, is anticipated. The draft Comprehensive Plan anticipates the majority of new development west of McCaslin Boulevard and in Redtail Ridge. The area west of McCaslin Boulevard is in close proximity to the Davidson Mesa Open Space, which includes significant wildland vegetation and a predominance of westerly winds that create a higher risk area. Redtail Ridge is already designated within the WUI by the CWRC Map.
- McCaslin Boulevard provides a logical fire break if a wildland fire were to spread from the west. While roads do not always provide an effective fire break in extreme fire events such as the Marshall Fire, major roads are considered effective fire breaks in many situations.
- There are other areas of high vulnerability throughout the City, especially areas

in proximity to open spaces north of the City and along the Coal Creek corridor. However, these areas are already developed and no significant new development or redevelopment is anticipated. Using incentives and education to improve structure hardening and defensible space in these areas could be more effective than a regulatory approach.



Other potential approaches for mapping that Council may wish to consider include:

- Adopt the CWRC Map as drafted with no changes. This could be coupled with consideration of expanded or City-wide 0-5 ft. defensible space standards, would align with the State minimum standards, and is consistent with the BCBOA recommendation.
- Expand the WUI boundary based on the LFPD WCRA Structure Vulnerability

Index and MPP map layer. This would support broader risk mitigation through a regulatory approach. It would also cover large areas of existing development. Consideration should be given to whether a regulatory approach or incentive and education-based approach would be most effective in reaching the broad compliance within existing development.

- Expand the WUI boundary based on the State Wildfire Risk Viewer - Wildland Urban Interface Risk Boundary. This approach captures much of the area West of McCaslin where new development is anticipated, more areas adjacent to Open Space areas north of the City, areas around the Coal Creek Corridor, and areas around internal City Open Space areas. As with the LFPD WCRA risk layers, it would cover larger areas of existing development and consideration should be given to whether a regulatory approach or incentive and education-based approach would be most effective in reaching the broad compliance within existing development.

Permitting and Enforcement

With adoption of WUI standards, additional permitting and enforcement will be needed for single-family residential development. The City already permits and enforces building construction standards for both commercial and residential development, and landscaping standards for both commercial and multi-family residential development.

Implementation of the WUI regulations for these types of development could be incorporated into existing processes. However, for single-family residential development, new permitting, inspection, and enforcement processes would need to be developed, including thresholds for when redevelopment or alterations in landscaping require compliance with the WUI Code. Also, because landscaping is often installed incrementally over time, and grows and expands, a post-construction compliance process would be needed.

WUI Mapping and Broader Defensible Space Considerations

Staff recognizes that the WUI discussion is related to but also separate from the conflagration discussion. Staff is requesting direction on the WUI mapping, and then will bring forward a separate discussion/direction item related to defensible space. Direction on the WUI mapping is necessary to inform the defensible space discussion, including the noted consideration of a strong incentive and educational campaign versus a regulatory approach.

Council Work Plan:

Adoption of the WUI code is included under the City Council priority for Safety.

Wildland Urban Interface (WUI) Code	In 2024 City Council provided direction to pursue a WUI code. Senate Bill 23-166 requires the state to adopt a state-wide minimum WUI code and define areas of applicability by July 1, 2025 and includes a three-month period for local adoption.
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Fiscal Impact:

Budgeted?: **No**

Implementation of the WUI code (and potential City-wide defensible space standards) could require additional staffing and resources. New landscaping and defensible space standards (Site and Area Requirements) will require an expansion of permitting, inspection, compliance verification, and code enforcement processes.

Alternatives:

Staff is seeking Council direction on development of the final WUI regulatory map. Based on Council direction, staff will develop a draft map for consideration when the final WUI code is presented for adoption. The following are potential alternatives for direction that Council may consider:

- Develop a map that extends the WUI boundary for Class 1 standards from the west side of the City up to McCaslin Boulevard.
- Utilize the CWRC Map as drafted. This could include further consideration of additional strategies, such as City-wide defensible space.
- Develop a map that extends the WUI boundary for Class 1 standards based on the LFPD WCRA MPP and the Structure Vulnerability Index mapping layers.
- Develop a map that extends the WUI boundary for Class 1 standards based on the State Wildfire Risk Viewer - Wildland Urban Interface Risk Boundary.

Recommendation:

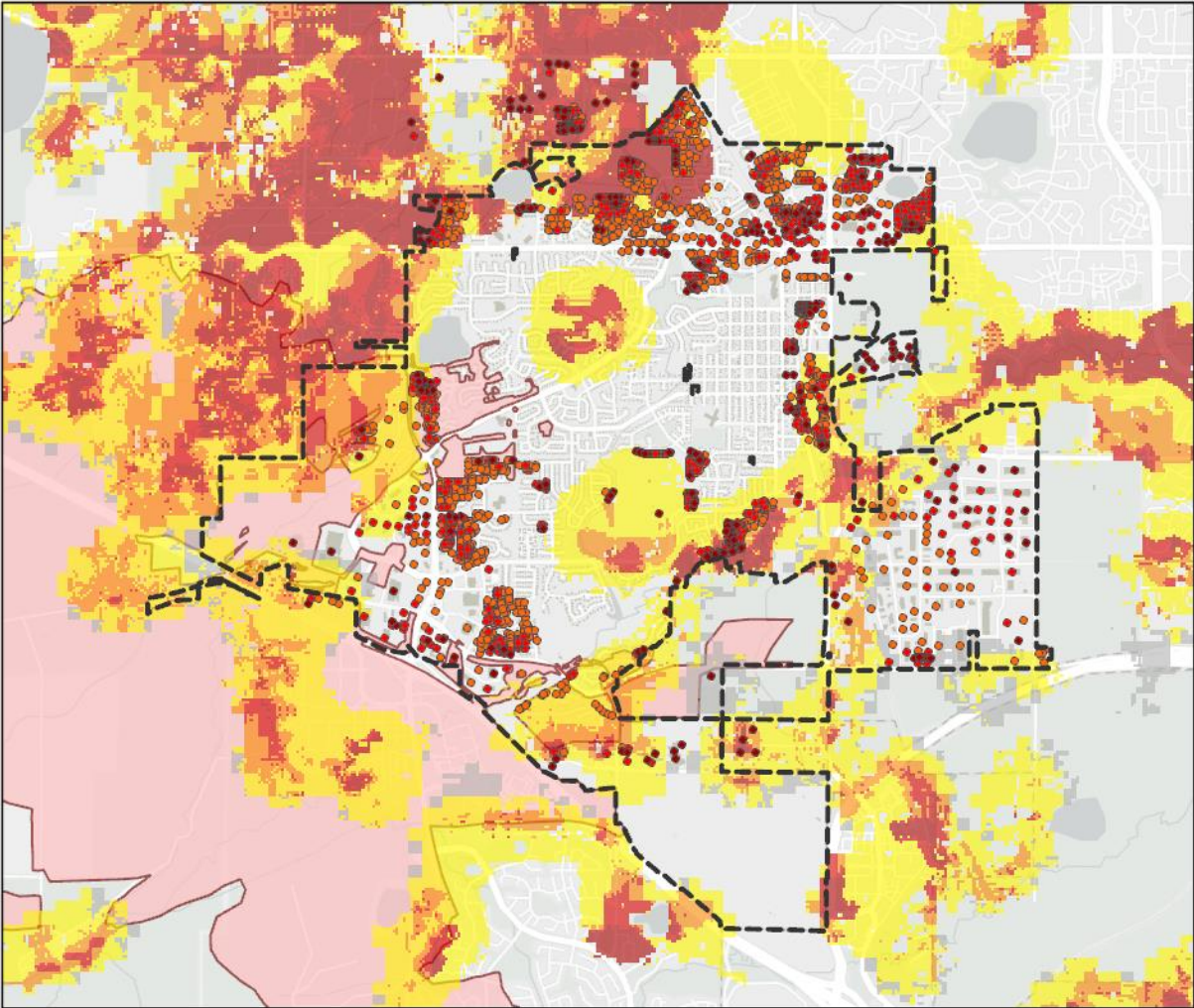
Staff does not have a recommendation and seeks Council direction on WUI map methodology. Staff will then develop a draft map for consideration when the final WUI code is presented for adoption.

Attachments:

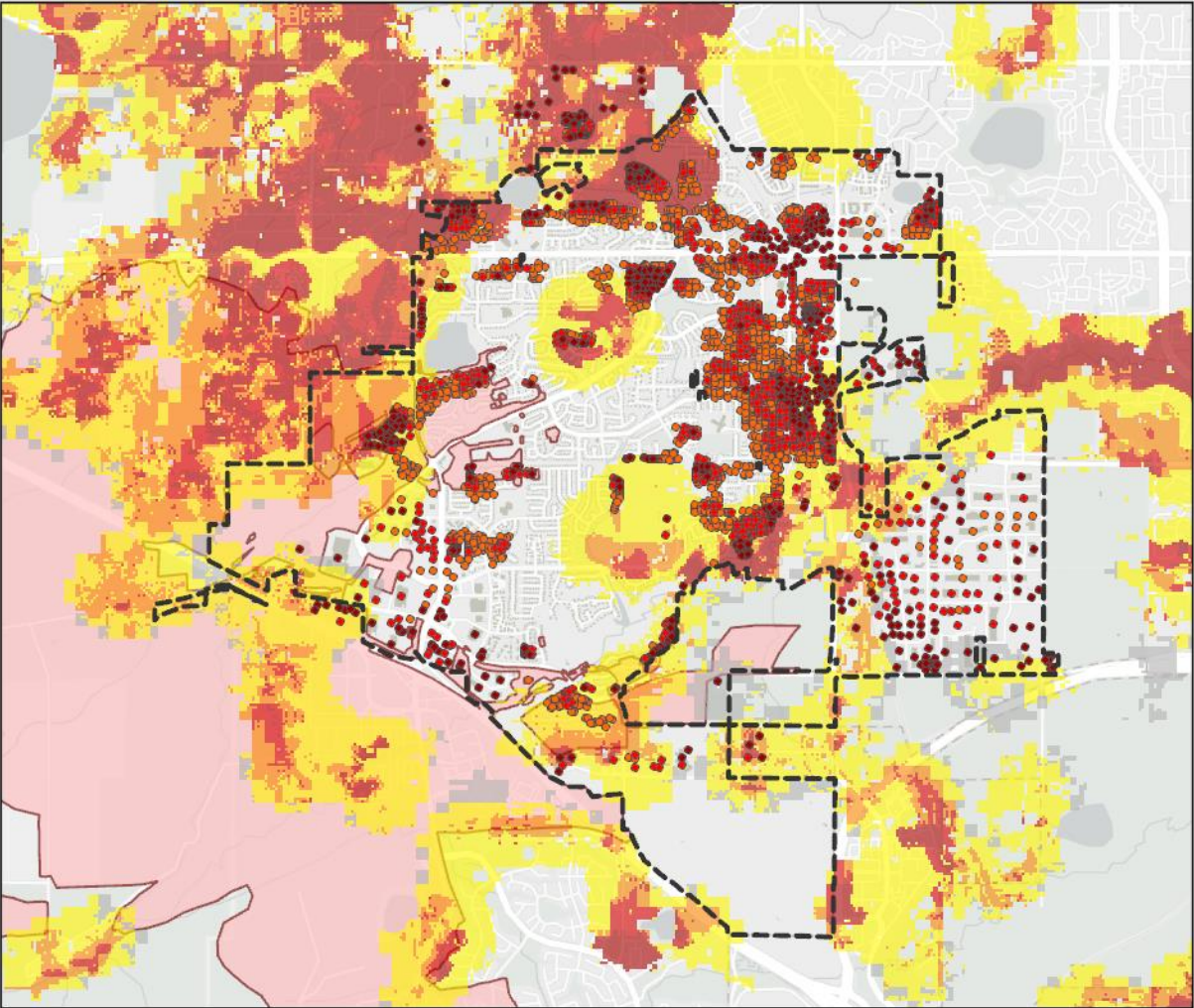
1. WUI Map Overlays
2. Staff Presentation WUI Mapping

Structure Vulnerability & Wildland Urban Interface Risk

Baseline Conditions - Winds from the North (45mph)



Baseline Conditions - Winds from the West (45 mph)



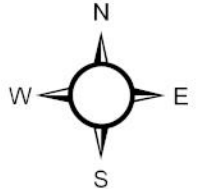
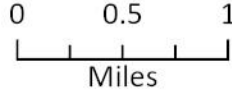
Structure Vulnerability Index

- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

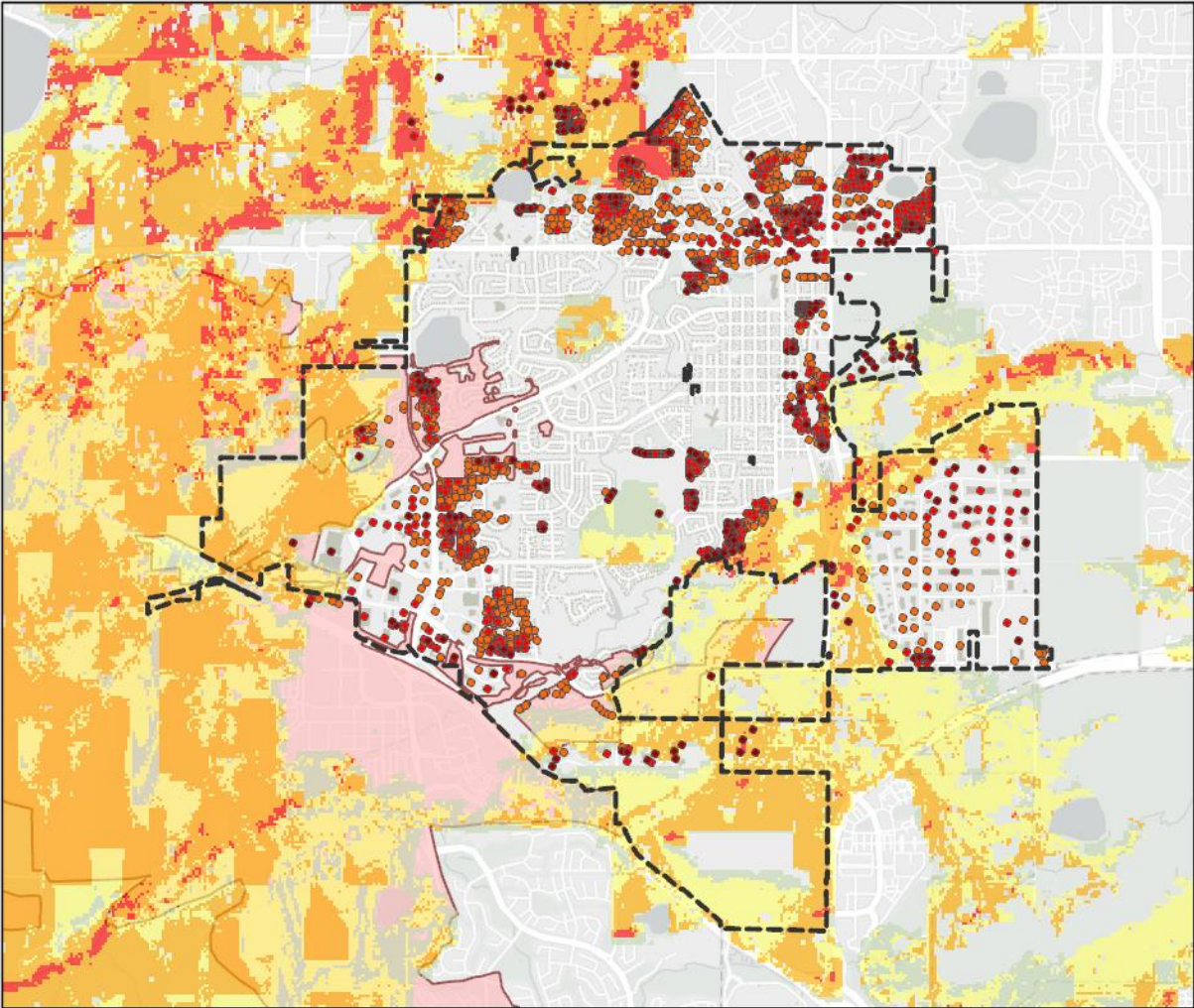
Wildland Urban Interface Risk

- Highest Risk (5)
- High Risk (3.69)
- Moderate Risk (2.8)
- Low Risk (1.9)
- Lowest Risk (1)



Structure Vulnerability & Fire Intensity

Baseline Conditions - Winds from the North (45mph)



Structure Vulnerability Index

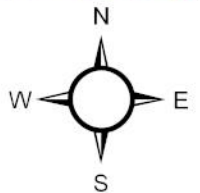
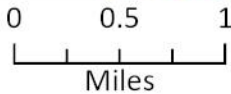
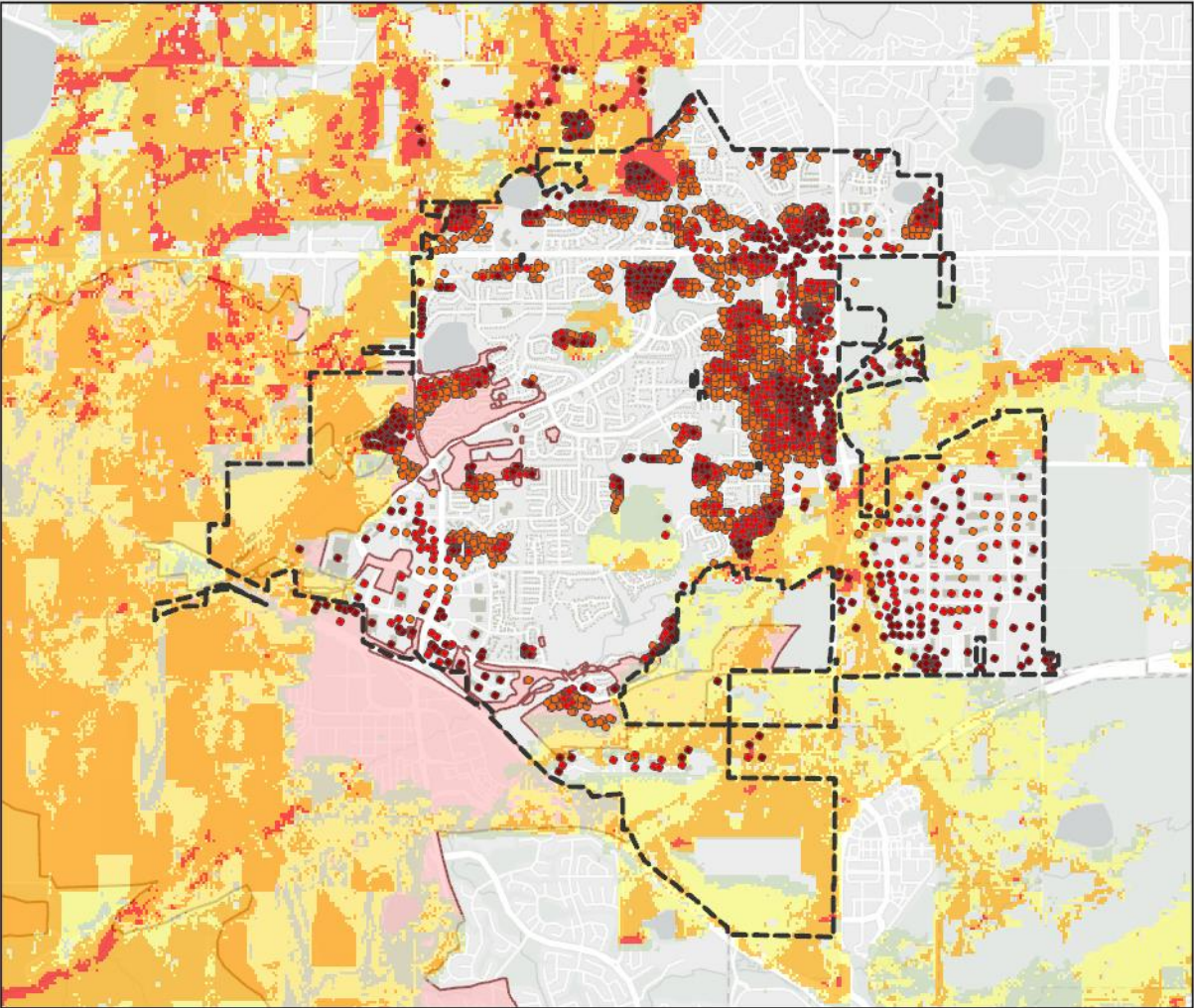
- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

Fire Intensity Scale

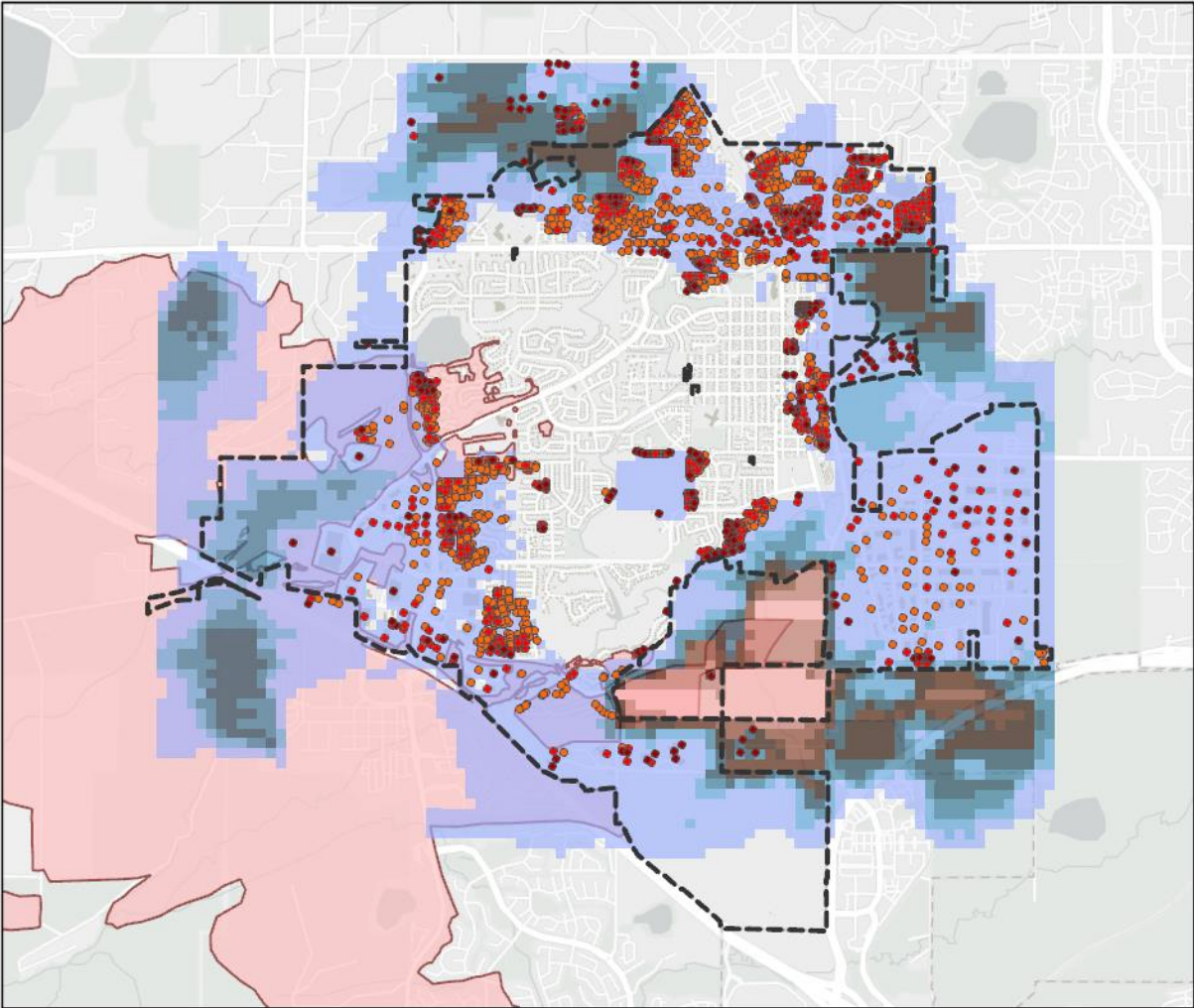
- Lowest Intensity (>1)
- Low Intensity (1 - 2)
- Moderate Intensity (2 - 3)
- High Intensity (3 - 4)

Baseline Conditions - Winds from the West (45 mph)

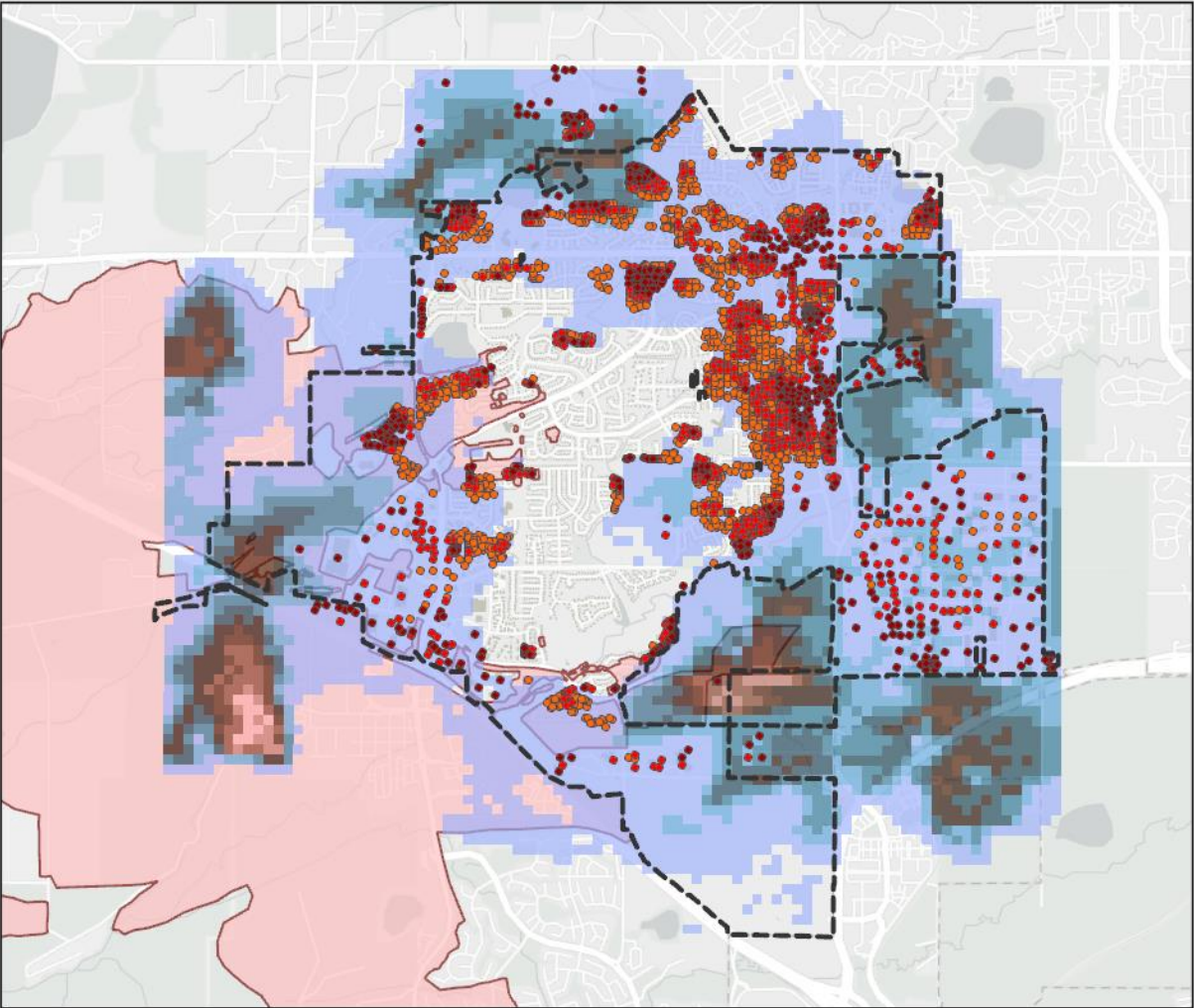


Structure Vulnerability & Most Probable Path (MPP)

Baseline Conditions - Winds from the North (45mph)



Baseline Conditions - Winds from the West (45 mph)



Structure Vulnerability Index

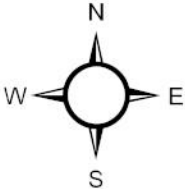
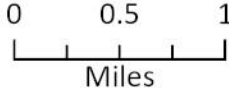
- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

MPP - probability (%)

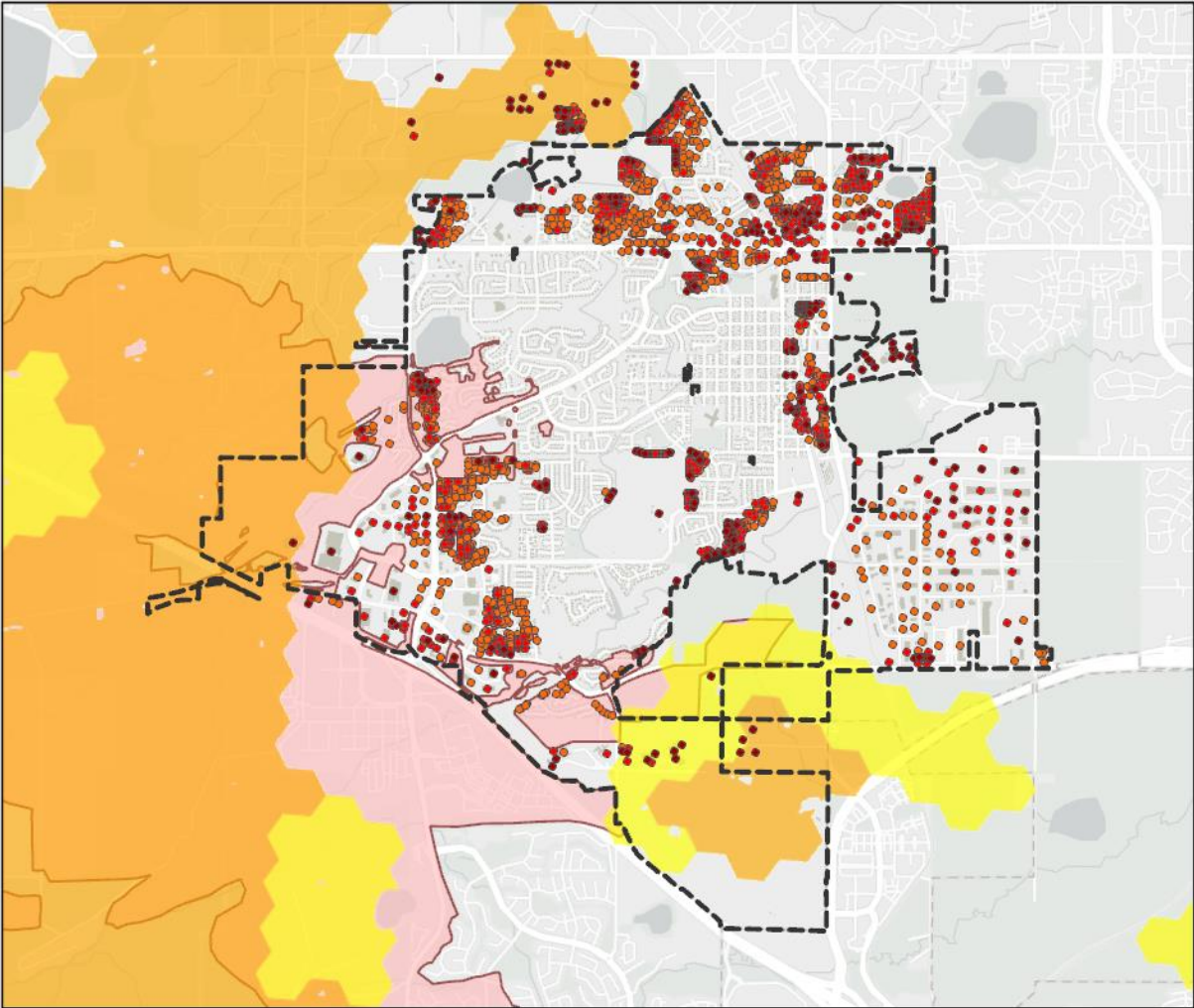
- ≤ 0.05
- $>0.05 - 0.2$
- $>0.2 - 0.3$
- $>0.3 - 0.4$

- $>0.4 - 0.5$
- $>0.5 - 0.6$
- $>0.6 - 0.7$
- $>0.7 - 0.8$
- $>0.8 - 0.9$
- $>0.9 - 1$

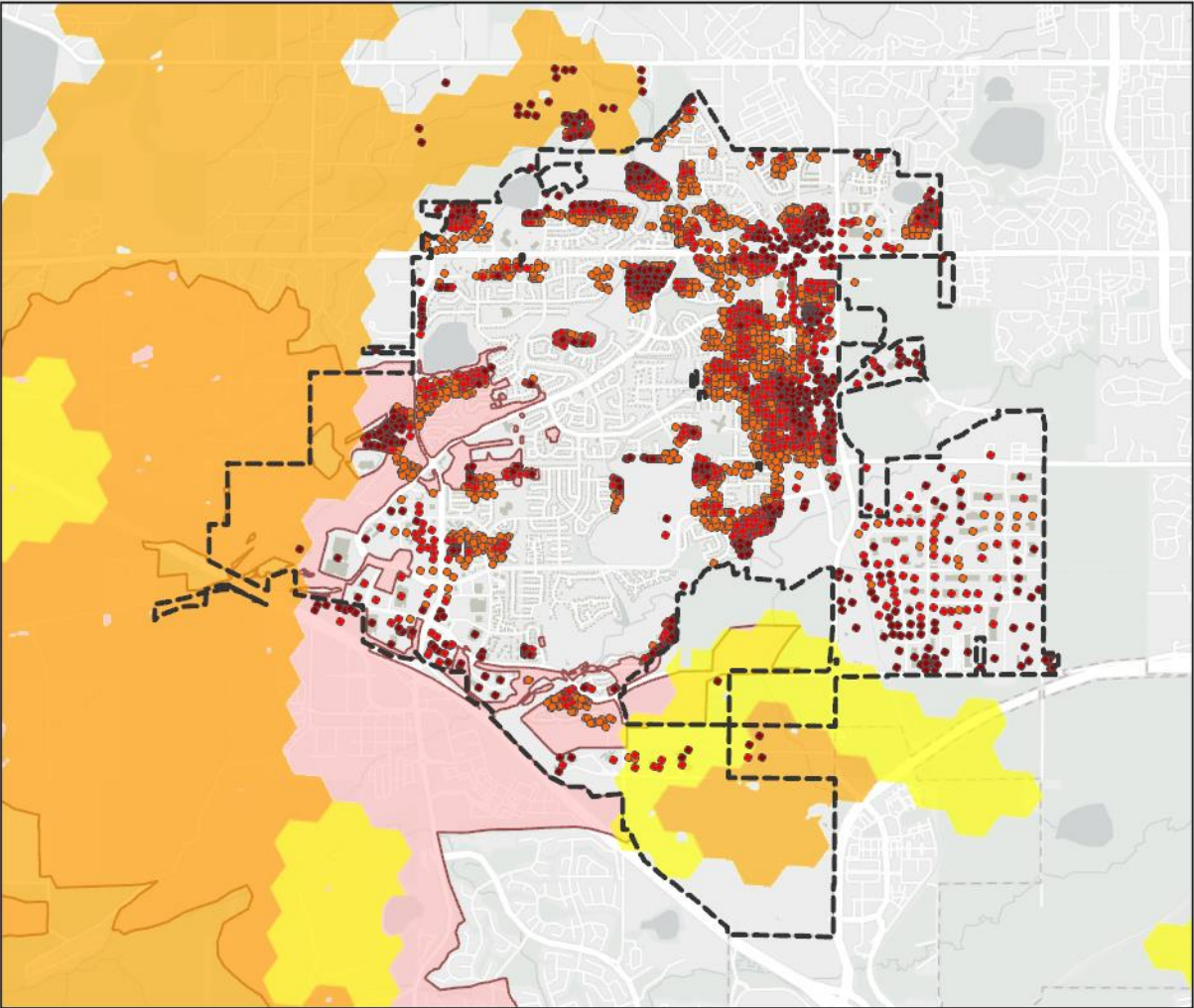


Structure Vulnerability & Wildfire Resilience Code

Baseline Conditions - Winds from the North (45mph)



Baseline Conditions - Winds from the West (45 mph)



Structure Vulnerability Index

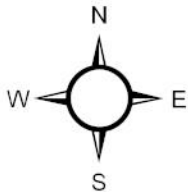
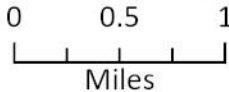
- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

Fire Intensity Classification

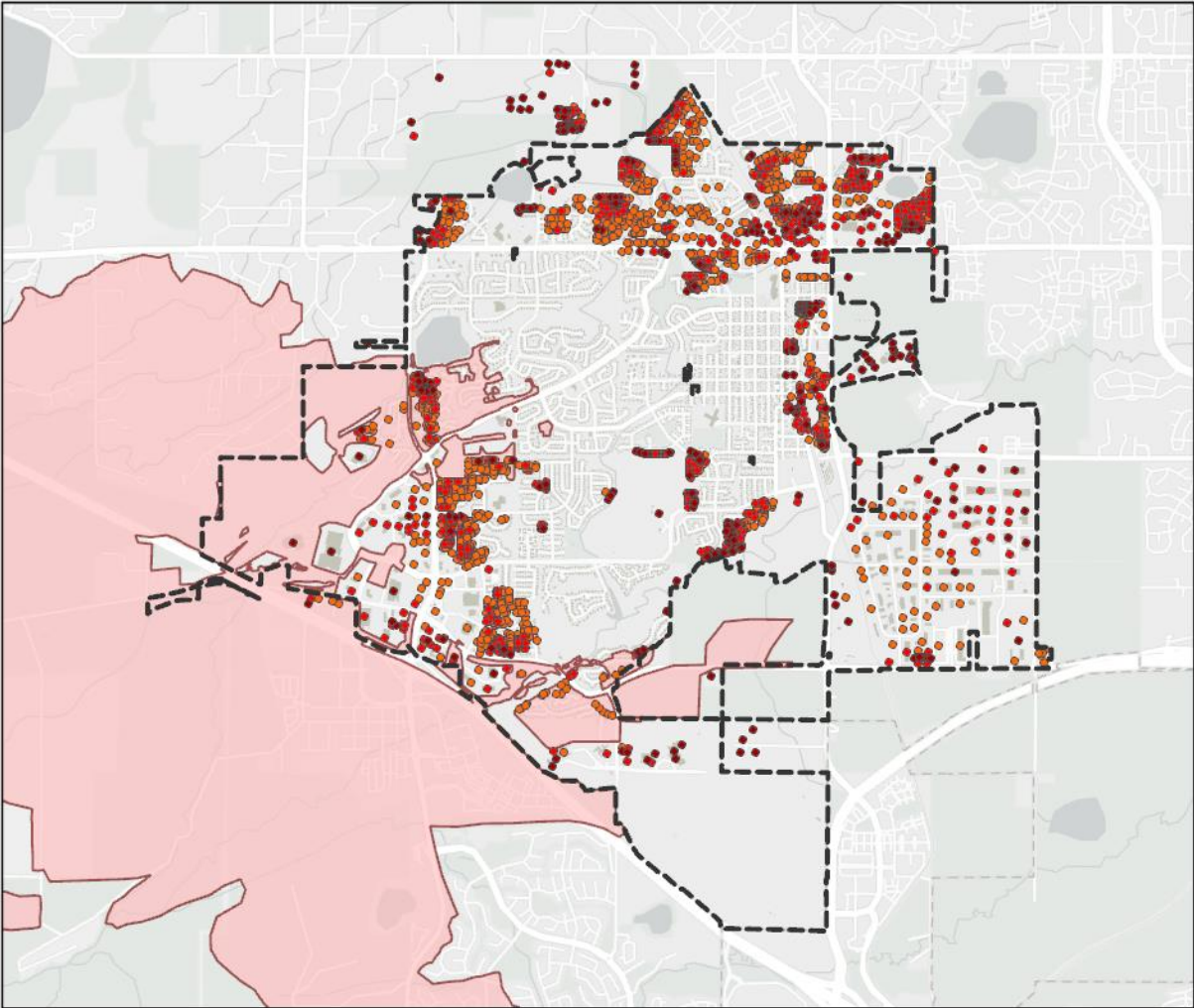
- High Intensity Non-Federal
- High Intensity Federal
- Moderate Intensity Non-Federal

- Moderate Intensity Federal
- Low Intensity Non-Federal
- Low Intensity Federal



Structure Vulnerability & Marshall Fire Burn Perimeter

Baseline Conditions - Winds from the North (45mph)

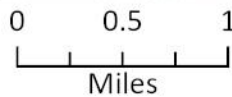
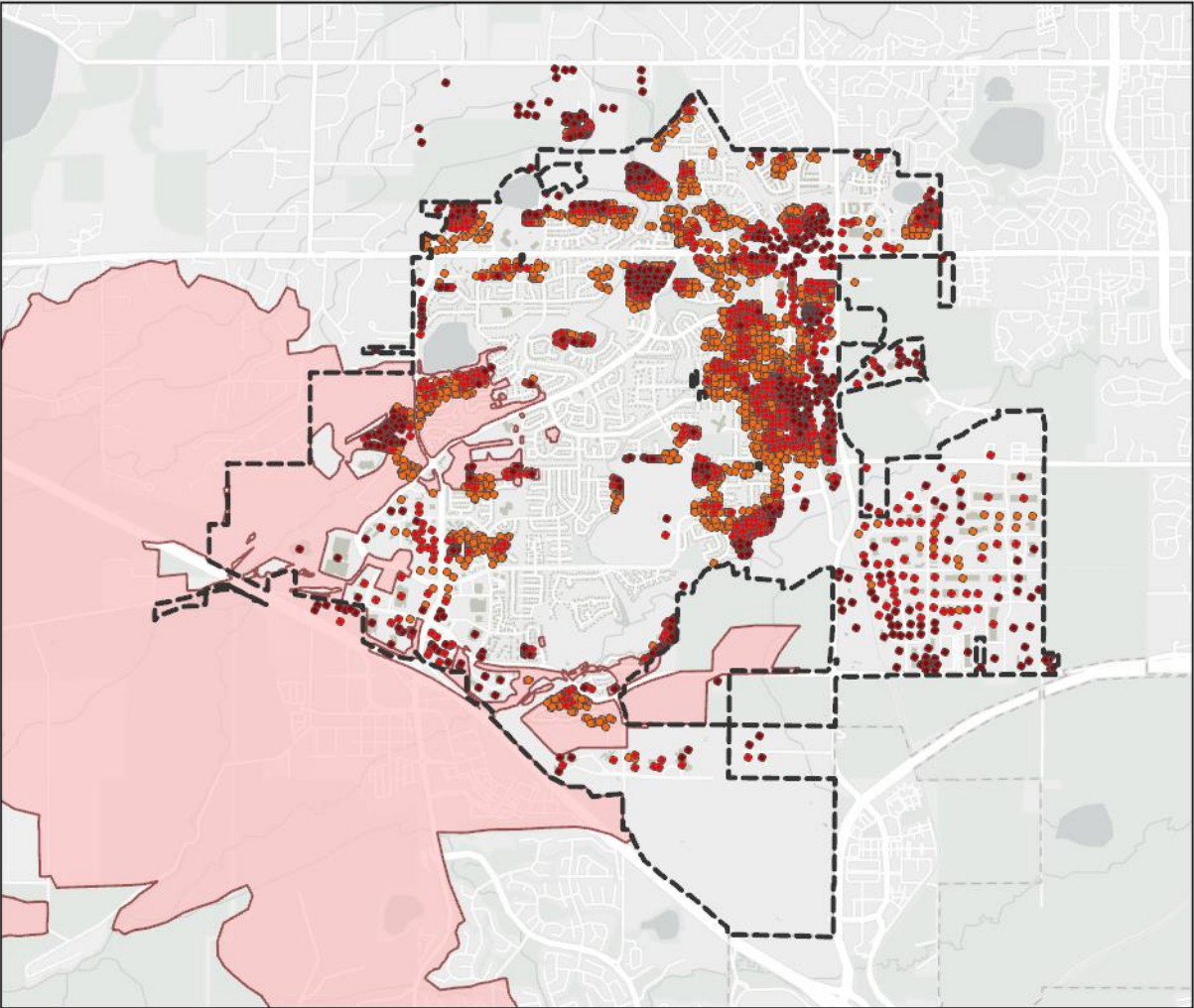


Structure Vulnerability Index

- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

Baseline Conditions - Winds from the West (45 mph)



Wildland Urban Interface (WUI) Mapping City Council Discussion/Direction

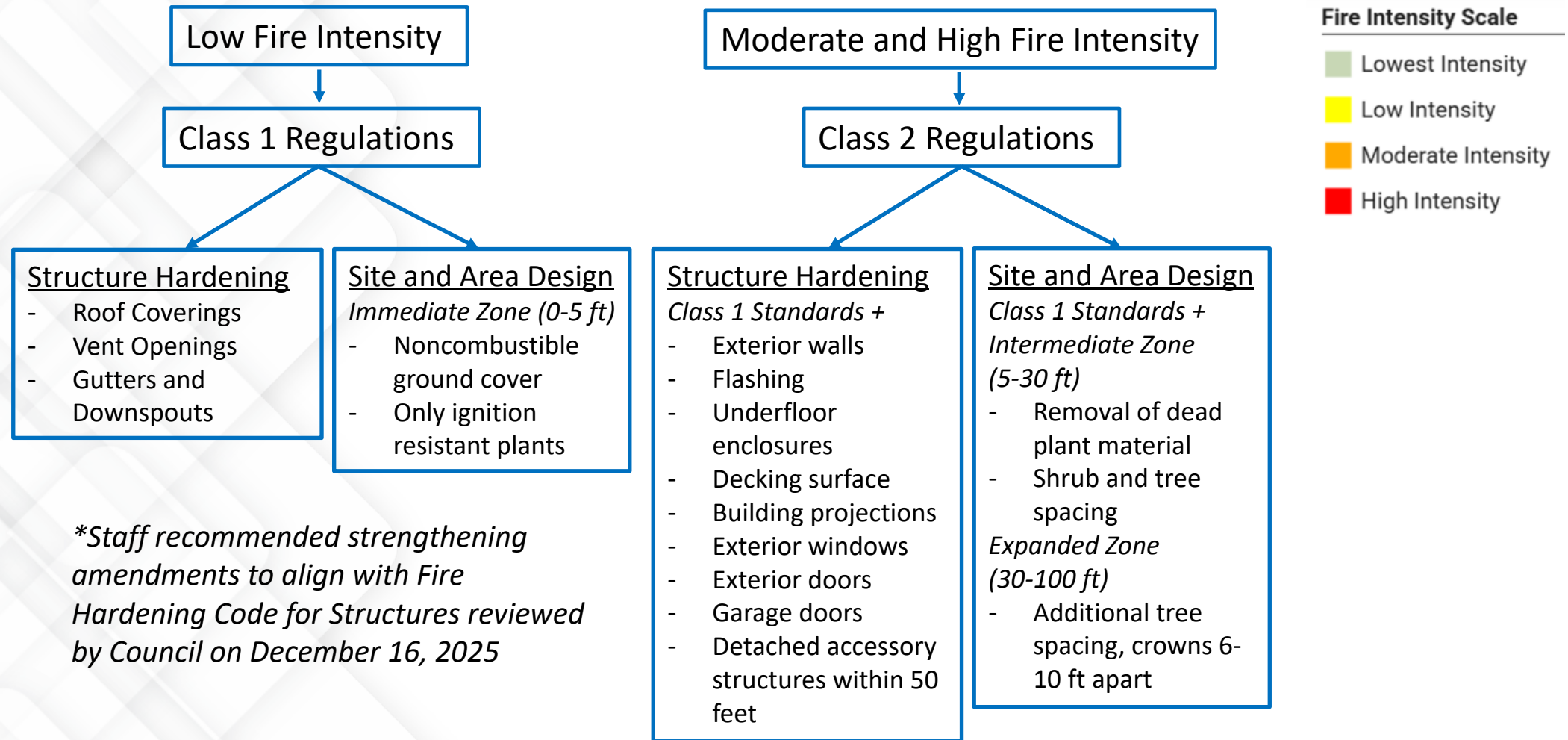
March 3, 2026

Presented by Rob Zuccaro, Community Development Director

SB23-166: Colorado Wildfire Resiliency Code

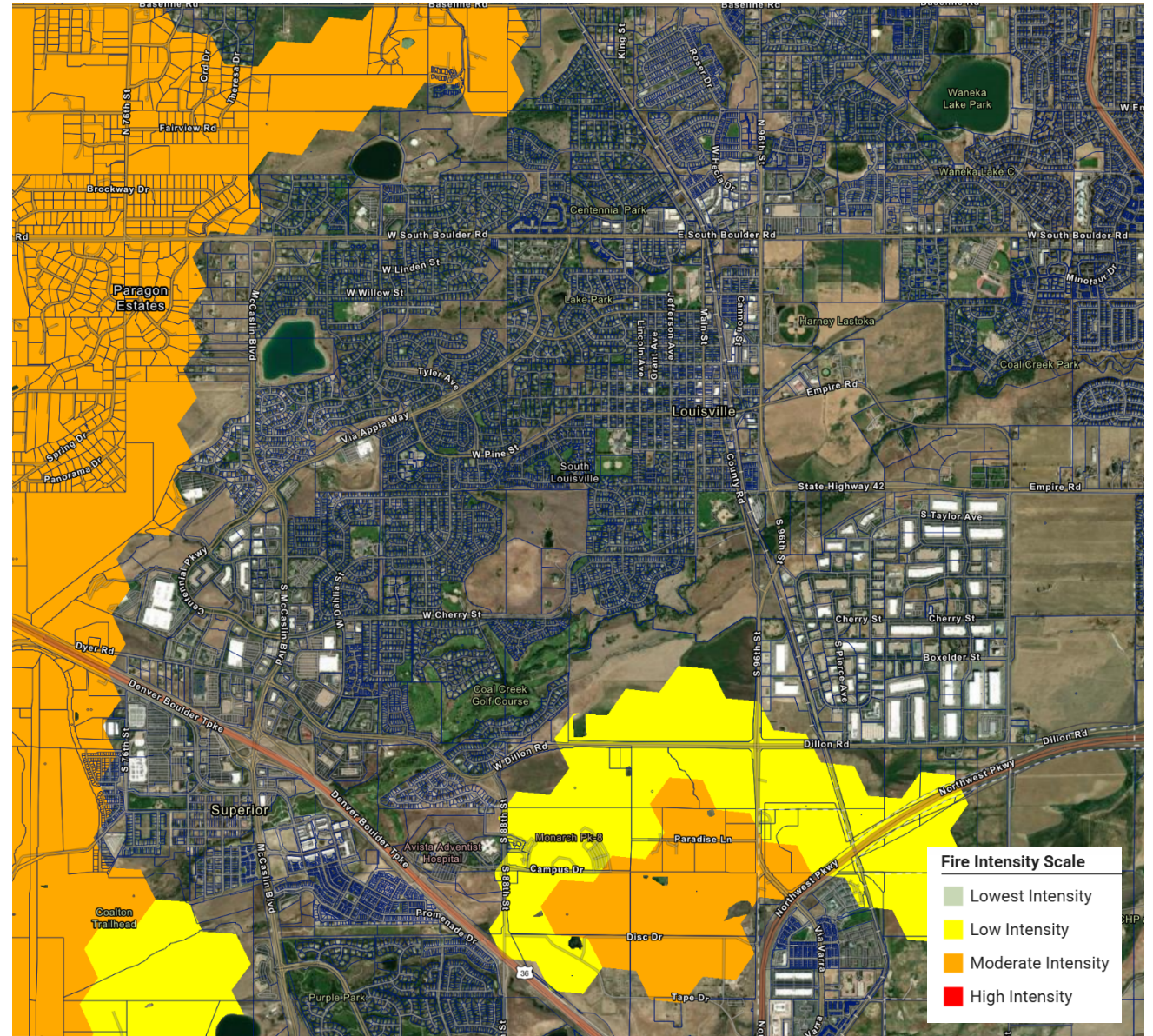
- Establishes State-wide minimum code standards for a Wildland Urban Interface (WUI) building code.
- 2025 Colorado Wildfire Resiliency Code (CWRC) and CWRC Map adopted in June 2025. City must adopt code or local code that meets or exceeds standards by April 1, 2026, and implement code by July 1, 2026
 - Communities may adopt more stringent codes or expand map boundaries to reflect local conditions or desired outcomes
- WUI Definition: “That geographical area where structures and other human development meet or intermingle with wildland or vegetative fuels.”
 - Intent to have more stringent standards in higher risk areas due to proximity to wildland vegetative fuels

SB23-166: Colorado Wildfire Resiliency Code



CWRC Map

- The City has the option to adopt a map that meets or exceeds CWRC Map or develop a custom map based on same technical standards used in CWRC Map.
- The classification layers have been adjusted from 2022 CO-WRA using smoothing, filtering, and aggregation techniques to address the granular variability present in the underlying data and to eliminate small “occluded” areas in urban environments that present relatively low risk.



Prior Council Discussions/Actions

November 4, 2024: City-Wide Fire Hardening Code for Structures Adoption

- Ordinance No. 1884, Series 2024 – Created City-wide structure hardening standards for all new residential and commercial development.

December 16, 2025: City Council Discussion/Direction on WUI Standards

- Reviewed CWRC and staff recommended strengthening amendments.
- Expressed initial support for staff recommended amendments.
- Provided staff direction to draft emergency ordinances .

January 20, 2026: City-Wide Ban on Planting of Junipers

- Ordinance No. 1912, Series 2026 – Emergency Ordinance banning planting of new juniper species City-wide. Existing junipers could be maintained.

February 3, 2026: 0-5ft Defensible Space Zone Standards for Marshall Fire Impacted Neighborhoods

- Ordinance No. 1916, Series 2026 – Emergency Ordinance requiring non-combustible ground covers and prohibiting any plantings within the 0-5ft Defensible Space zoned (Immediate Zone). Applies to all subdivisions with homes destroyed by Marshall Fire.

February 17, 2026: LFPD WCRA Presentation

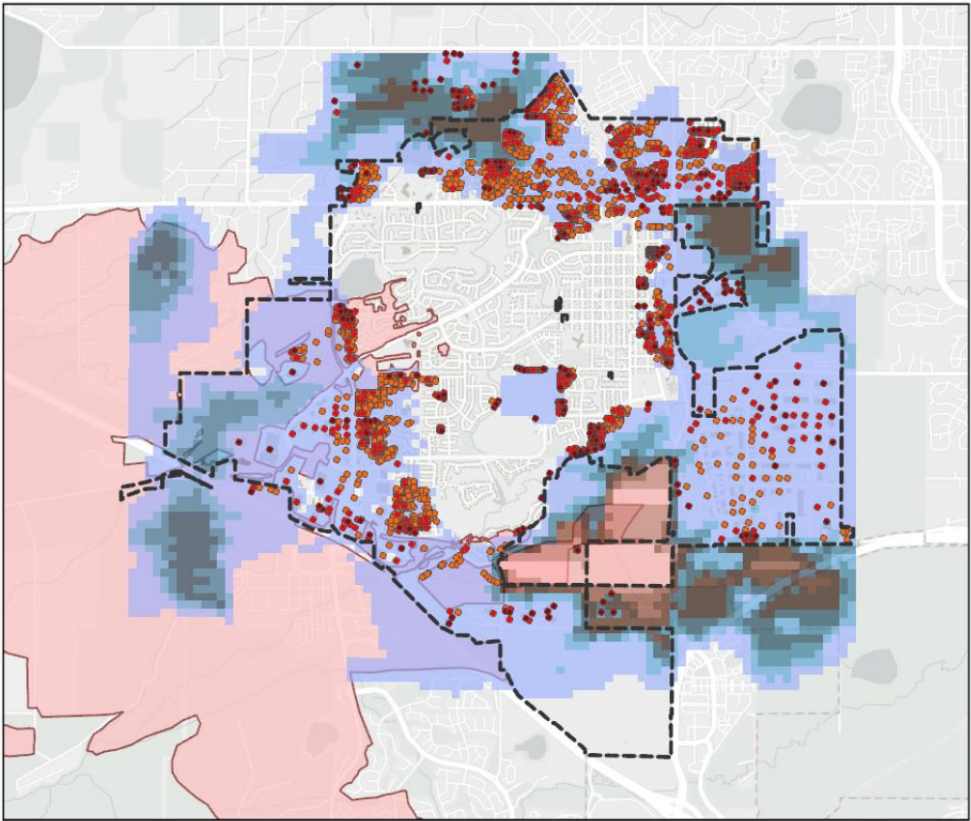
- Presentation from LFPD and Ember Alliance on WCRA report.

Analysis

- City Council may consider expanding map boundaries to meet local conditions or desired outcomes.
- Additional data points and studies that could be considered:
 - LFPD WCRA – Most Probable Path (MPP) and Structure Vulnerability Layers
 - State Wildfire Risk Viewer – Wildland Urban Interface Risk layer
 - Marshall Fire Burn Area
- Many WUI maps align with neighborhood and major road boundaries
 - Provides for more uniform and predictable standards within neighborhoods.
 - While major roads do not guarantee a fire break, especially in extreme events such as the Marshall Fire, they are considered to provide effective fire breaks in many situations.
 - City of Boulder and City of Loveland provide example WUI boundaries based on neighborhood and road boundaries.

Analysis

Structure Vulnerability & Most Probable Path (MPP)
Baseline Conditions - Winds from the North (45mph)



Structure Vulnerability Index

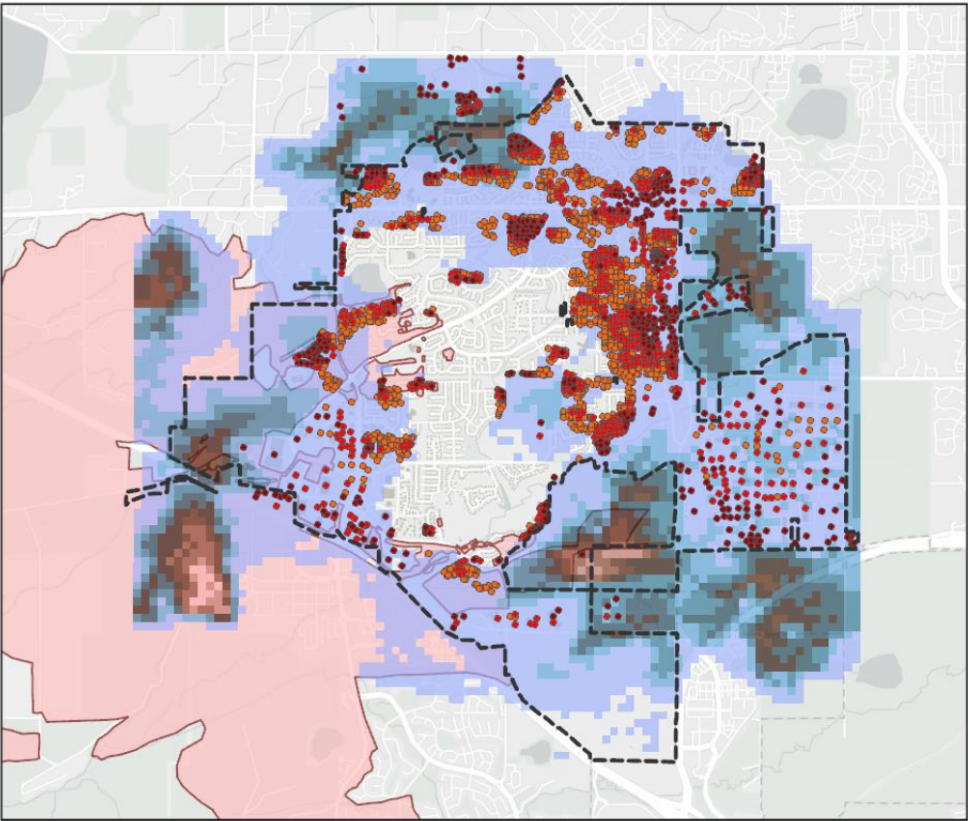
- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

MPP - probability (%)

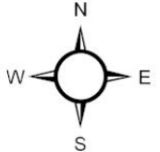
- ≤ 0.05
- $> 0.05 - 0.2$
- $> 0.2 - 0.3$
- $> 0.3 - 0.4$

Baseline Conditions - Winds from the West (45 mph)



- $> 0.4 - 0.5$
- $> 0.5 - 0.6$
- $> 0.6 - 0.7$
- $> 0.7 - 0.8$
- $> 0.8 - 0.9$
- $> 0.9 - 1$

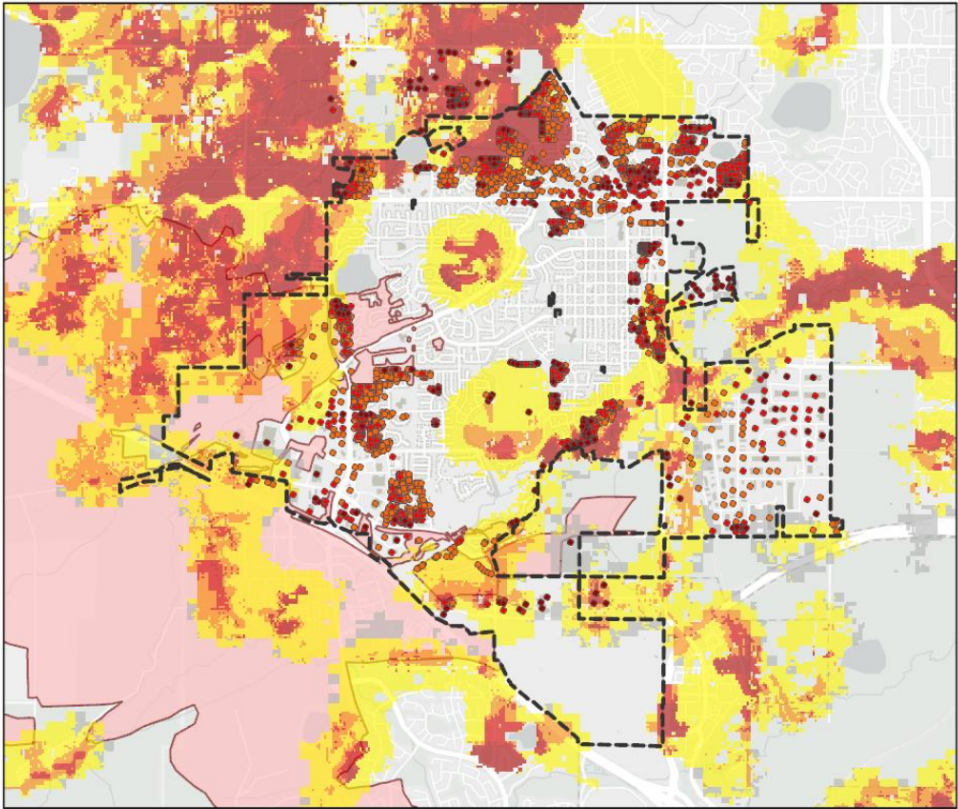
0 0.5 1
Miles



Analysis

Structure Vulnerability & Wildland Urban Interface Risk

Baseline Conditions - Winds from the North (45mph)



Structure Vulnerability Index

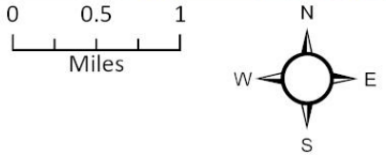
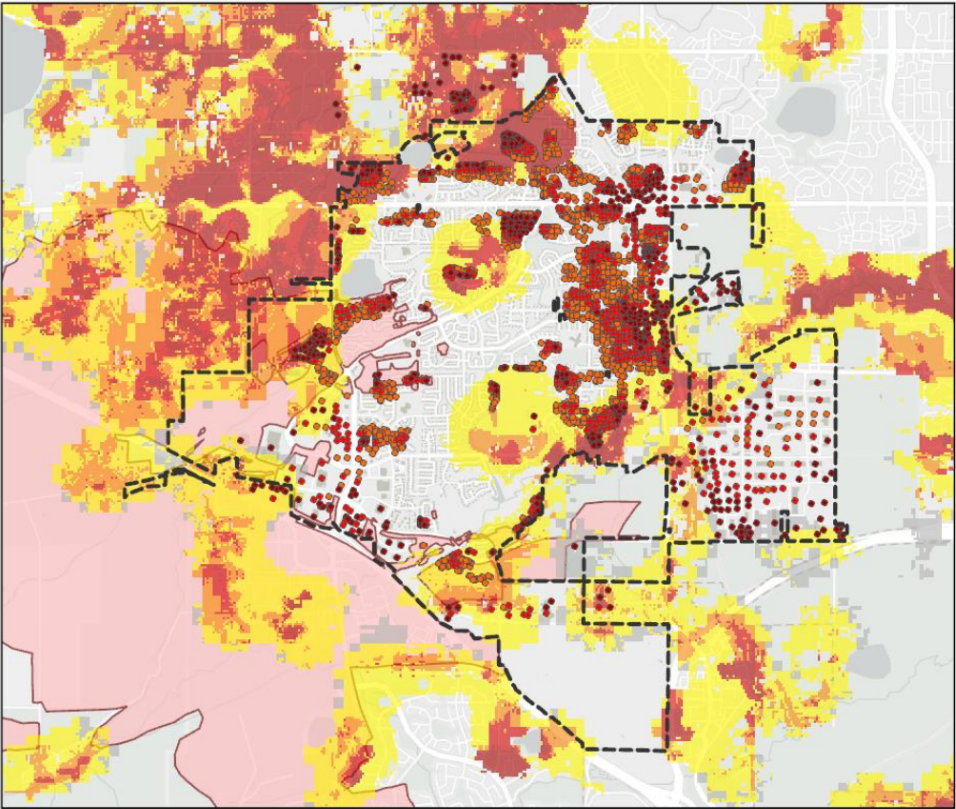
- 0.7 - 0.79
- 0.8 - 0.89
- 0.9 - 1.00

- Marshall Fire Burn Perimeter
- Louisville Buildings
- City Limits

Wildland Urban Interface Risk

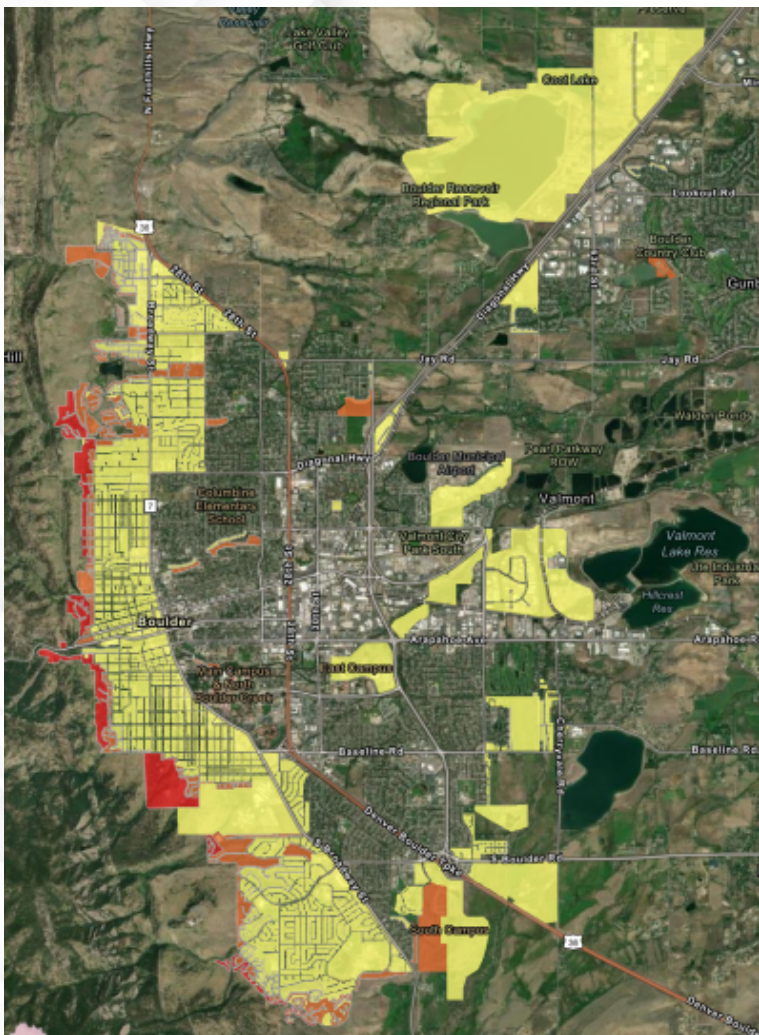
- Highest Risk (5)
- High Risk (3.69)
- Moderate Risk (2.8)
- Low Risk (1.9)
- Lowest Risk (1)

Baseline Conditions - Winds from the West (45 mph)

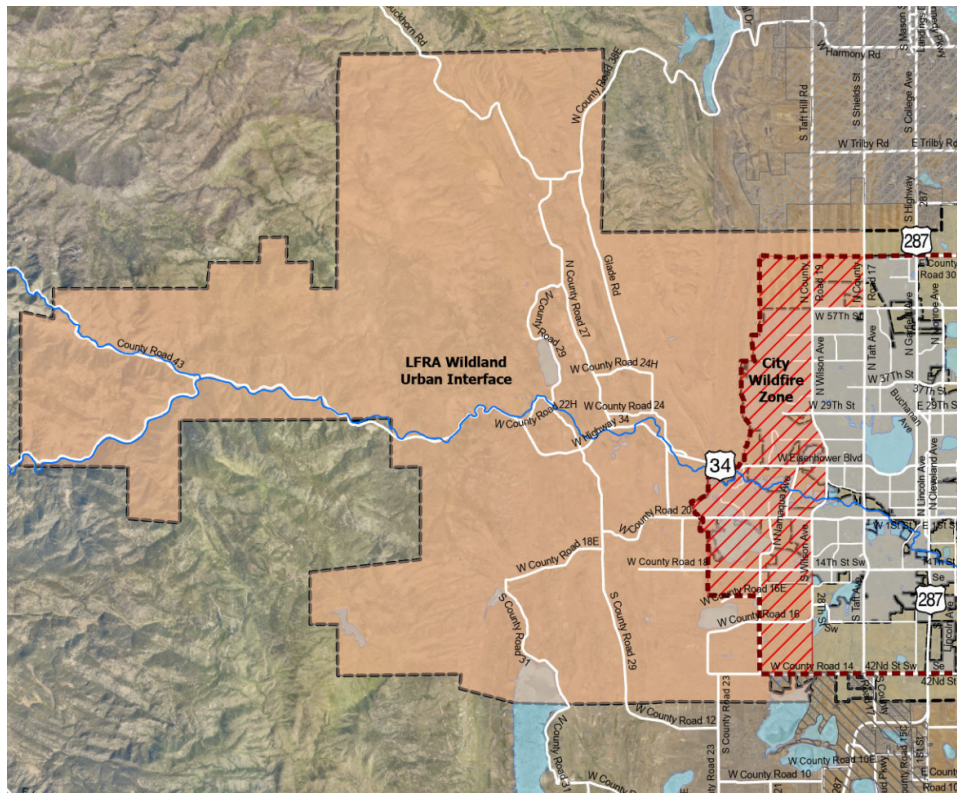


Analysis

City of Boulder WUI Map



City of Loveland WUI Map



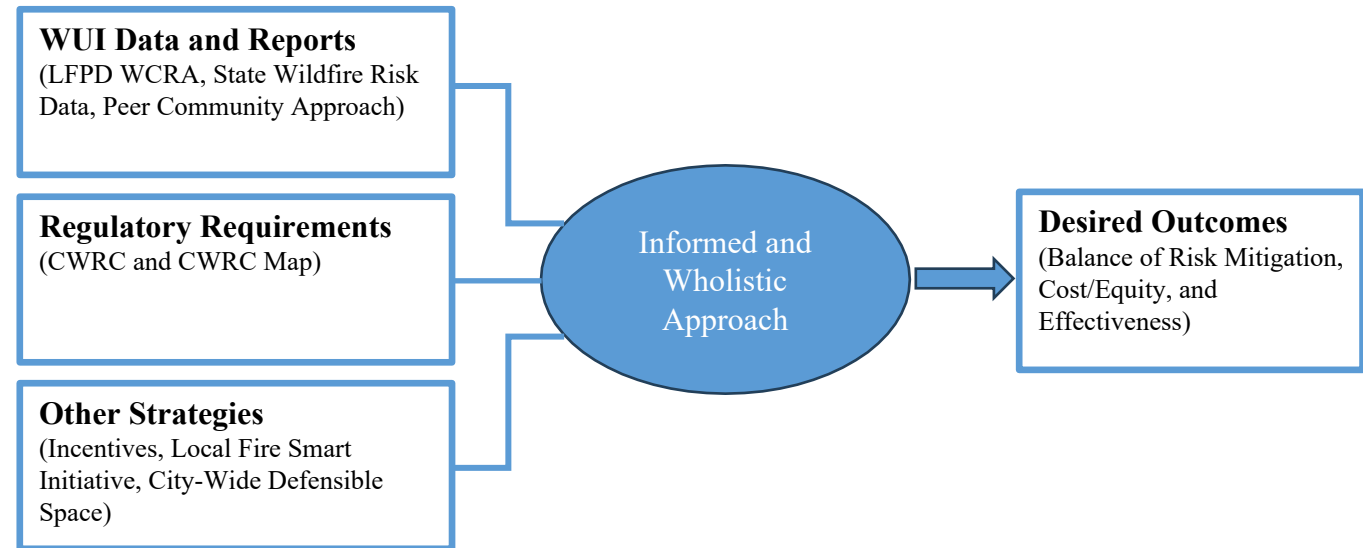
Analysis

Variables for decision making

- Broad community sentiment and desired outcomes
- Impact of Marshall Fire.
- Recommendations from LFPD WCRA and other WUI data points.
- CWRC regulatory requirements and CWRC Map
- Best approach for effectiveness in already developed areas.

Desired Outcomes

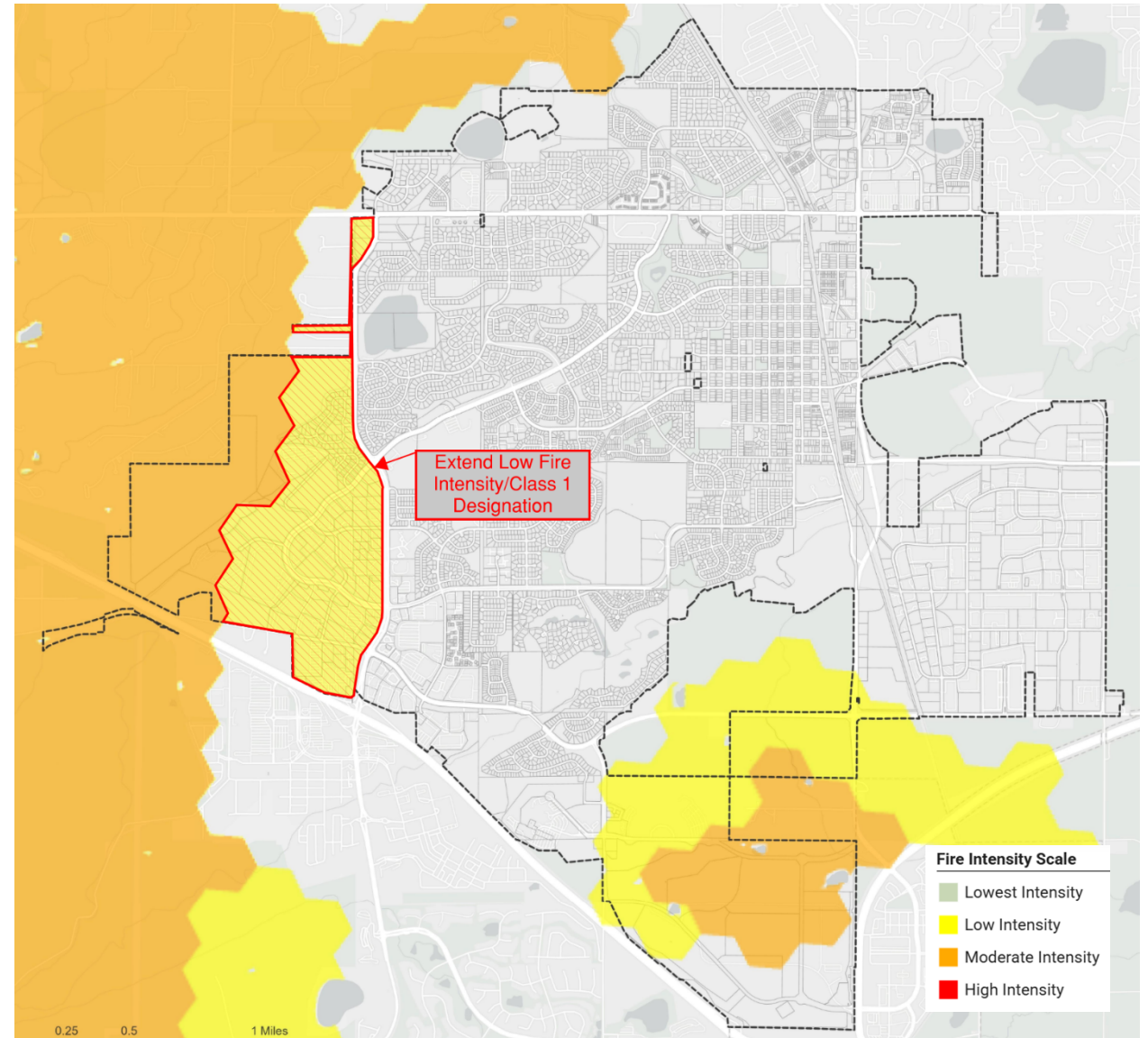
- **Risk Mitigation** – Which options mitigate risk in areas of highest vulnerability and will influence new development in those areas.
- **Cost/Equity** – What are economic, affordability, and equity impacts?
- **Effectiveness** - Which options result in more fire resilient community? Would a regulatory or incentive/education-based approach be most effective strategy for areas of existing development?



Analysis

Option Developed in Consultation with LFPD

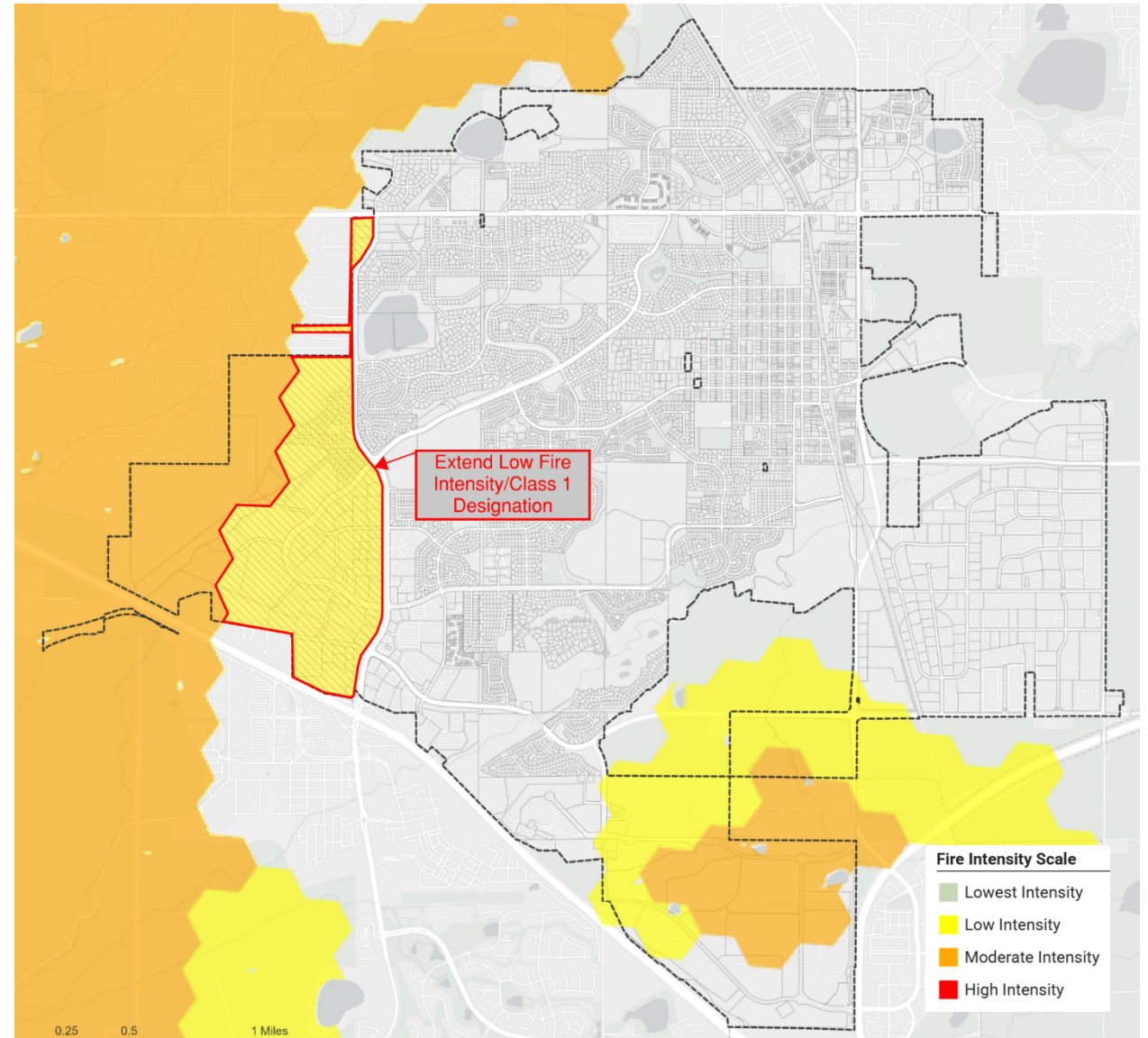
- Extend Class 1 Regulations from west City boundary to McCaslin Boulevard.
- Accounts for higher risk area from open spaces west of City and accounts for predominance of westerly winds.
- Focuses WUI regulations where new development is planned in Centennial Valley.
- RTR also planned for new development but already covered by CWRC Map.
- McCaslin Boulevard provides logical fire break and brings the WUI boundary to major road and neighborhood boundaries.
- Other areas of higher risk within the City are already developed with no significant new development anticipated – using incentives and education through initiatives such as the local Fire Smart Initiative could be more effective than a regulatory approach.



Analysis

Other Potential Approaches to Mapping

- Adopt the CWRC Map with no changes. This could be coupled with consideration of expanded or City-wide 0-5ft defensible space requirements. Supported by BCBOA recommendation.
- Expand the WUI boundary based on LFPD WCRA Structure Vulnerability Index and MPP map layers.
- Expand the WUI boundary based on other data inputs such as the State Wildfire Risk Viewer – Wildland Urban Interface Risk layer.



Permitting and Enforcement

- City already regulates building construction and landscaping standards for Commercial and Multi-Family Residential development.
 - Implementing these WUI standards could be incorporated into existing processes with less impact on staffing capacity.
- Additional permitting, inspections, and enforcement processed would need to be developed for Single-Family residential development. Because landscaping is often installed incrementally, and may grow or expand into regulated areas, the City may want to consider compliance requirements after completion of construction.
 - Implementing Single-Family WUI standards would impact staffing capacity.
- If additional staffing is needed to implement the WUI code, this is not currently budgeted.

Summary of Potential Alternatives

- Develop a map that extends the WUI boundary for Class 1 standards from the west side of the City up to McCaslin Boulevard.
- Utilize the CWRC Map as drafted. This could include further consideration of additional strategies such as city-wide defensible space.
- Develop a map that extends the WUI boundary for Class 1 standards based on the LFPD WCRA MPP and the Structure Vulnerability Index mapping layers.
- Develop a map that extends the WUI boundary for Class 1 standards based on the State Wildfire Risk Viewer Wildland Urban Interface Risk Boundary.

Subject: Purchase of 101 South Taylor Avenue

I. Resolution No. 20, Series 2026 — A Resolution Approving a Contract to Buy and Sell Real Estate for the Property Located at 101 S Taylor Ave

This will be the only reading of this item and final action may be taken. There will be one round of public comment.

II. Proposed Community Engagement Strategy

Date: March 3, 2026

Prepared By: Kurt Kowar, Director
Samma Fox, Deputy City Manager
Diana Langley, City Manager

Presented By: Diana Langley, City Manager
Samma Fox, Deputy City Manager
Kurt Kowar, Director
Grace Johnson, Communications Manager

Summary:

Consider a contract to purchase 101 South Taylor Avenue with the following terms:

- Purchase Price - \$13,250,000
- Earnest Money - \$150,000, refundable up to 90 days
- Miscellaneous items completed within 30-60 days - appraisal, inspection, ALTA survey, and title work
- 120-day financing period with a 150-day closing period
- 30-day optional extension period with deposit of an additional \$50,000 in earnest money
- Inclusion of existing furniture and fixtures
- Seller has the right within 30-days of mutual acceptance of the offer to accept backup offers. Seller shall notify the City in writing at which point the City has a 15-day window to commit earnest money down without refund.

In addition to the authorization for the \$150,000 in earnest money, staff is requesting a budget amendment of \$100,000 to support various time-sensitive activities such as appraisal, survey, inspections, public outreach, and initiating financing.

There are multiple points in the process where the City has the right to terminate the contract without forfeiting the earnest money within 90-days after execution of the contract. Execution of the contract does not mean that the City is purchasing the property.

Within the 90-day window in which the earnest money is refundable, staff will implement a community participation strategy to determine public sentiment about the purchase of the property, and if there is support, how the community envisions that the property could be used.

Background / Prior Discussions:

In January 2026, 101 South Taylor Avenue, located in the Colorado Technology Center, was placed on the real estate market for \$14,013,500 (brochure attached). The property consists of a 56,054-square foot building on 7.96-acres, with the potential for an 11,000-square foot addition. The building was constructed in 2014 for Pearl Izumi and was most recently the home of Specialized Bicycle Components, Inc. The building was constructed to meet high levels of architecture and sustainability principles, utilizing upcycle materials and energy-efficient systems. The site also includes 85+ on-site parking spaces. The property is adjacent and connected to the Coal Creek trail system and has onsite outdoor amenities such as a small amphitheater space.

Once staff became aware of the availability of the site, tours were coordinated to evaluate the potential for the site to be utilized for City purposes. The building layout provides for versatility of floor plans to accommodate a variety of uses, which could include utilizing a portion of the building for City offices. The City maintains several facilities throughout the City to house staffing and operational needs. Currently, City offices are at or over capacity and the City is leasing space to address some of the overflow. Over the last few years, options to provide additional office space have been explored, though none of those options have been pursued due to impracticality and/or cost.

In discussing the potential purchase with City Council, direction was provided to staff to negotiate a purchase contract with the seller that provides a long due diligence period to provide time to engage with the community to determine sentiment towards the purchase of the property. It is important to Council that before any earnest money is forfeited, robust outreach must be performed.

Development Proposal:

N/A

Analysis:

Purchase of 101 South Taylor Avenue

City Council direction was clear to staff that the only way they are comfortable pursuing the purchase of 101 South Taylor Avenue is if there is an opportunity to engage the public to discuss short-term and long-term needs of the City and obtain community input as to how the space could be utilized, within a time period that allows the City to do

robust engagement without forfeiture of earnest money. Through a broker, staff negotiated the following terms that are included in the attached Contract to Buy and Sell Real Estate:

- Purchase Price - \$13,250,000
- Earnest Money - \$150,000, refundable up to 90 days
- Miscellaneous items completed within 30-60 days - appraisal, inspection, ALTA survey, and title work
- 120-day financing period with a 150-day closing period
- 30-day optional extension period with deposit of an additional \$50,000 in earnest money
- Inclusion of existing furniture and fixtures
- Seller has the right within 30-days of mutual acceptance of the offer to accept backup offers. Seller shall notify the City in writing at which point the City has a 15-day window to commit earnest money down without refund.

If the resolution is approved authorizing the Mayor to execute the Contract, staff will initiate the necessary appraisal, inspections, ALTA survey, title work, financing process, and community engagement.

Community Engagement Strategy

As noted above, City Council provided clear direction to staff regarding the importance of community engagement before forfeiture of the earnest money and before they made a final decision to purchase 101 South Taylor Avenue. With this in mind, staff has put together a phased community engagement approach and, if Council approves moving forward with the contract, will present the plan to Council and seek their approval before implementing. Due to the restricted timeline of phase one, it will be crucial for Council to determine support and provide clear direction at the outset of engagement, as there is no flexibility in the timing to change course during Phase 1.

The first phase of public engagement is to gauge public sentiment and provide Council with enough insight to determine whether to progress with the contract, before forfeiture of earnest money.

Phase 1 Engagement will focus on information sharing and determining if the community sees this purchase as something of value, and their level of interest in it. Messaging will focus on building an understanding of current City needs, alternatives, and initial use concepts to help the community make their determination. Phase 1 will focus on sentiment, not determining use (that will be in Phase 2).

Actions and deliverables include this:

- This presentation to Council
- Open House for the public and Board & Commission Members (ideally on location)

- Engage Louisville site setup and survey
- Statistically significant surveying/polling (dependent on contractor availability, pricing, and council interest)
- Engagement with City staff

If supported, staff will immediately begin implementing, aiming for outward-facing engagement to end at the 60-day mark, so a final report can be drafted and presented to Council prior to the 90-day mark.

If Council chooses to progress, **Phase 2** would focus on how the space should be utilized. Using learnings from Phase 1, staff would prepare and bring forward a new engagement plan for Council consideration. While staff will likely recommend a number of similar actions from Phase 1, the timing flexibility allows for more opportunities, such as Council engaging with the community by Ward.

Council Work Plan:

As this purchase opportunity was not anticipated, this item is not included in the City Council's Work Plan. However, the site has the potential to support a variety of services provided to the community.

Fiscal Impact:

In addition to the proposed purchase price of \$13,250,000, additional costs will include approximately \$100,000 for the appraisal, inspections, ALTA survey, title work, and implementation of a community engagement strategy. Certificates of Participation (COP's), a form of lease-purchase financing, would be used to finance the purchase. The COP process consists of the City entering into a lease agreement with a third-party trustee, the trustee holds legal title to the asset during the financing period, investors buy "certificates" which provide upfront funding for the project, the City "leases" the asset back from the trustee with annual appropriation payments, and title transfers back to the City after final payment is made. The annual appropriation requirement makes COP's unique and legally permissible without a vote. There will be costs associated with the financing process, including special counsel, a financial consultant, and ongoing interest associated with the financing. More details related to financing will be presented to Council at a future Council meeting. A budget amendment will be required to cover the costs.

The annual appropriation payments would likely come from a variety of City revenue sources, such as capital funds, enterprise funds, fees, etc., depending on the finalized use of the site.

For perspective, the fiscal impact of the purchase is significantly less than if the City were to take the lead to build an equivalent facility elsewhere. The purchase price of \$13,250,000 represents a per square foot price of approximately \$236. Other municipal agencies have recently built new facilities at a cost of approximately \$1,000 per square foot.

Finally, if the decision is made to purchase the property, additional funding estimated at \$2–5 million would be required to make modifications to make the site suitable for public use.

Alternatives:

1. Do not authorize the Mayor to execute the contract and do not pursue the potential purchase of the property.
2. Direct staff to negotiate different terms.

Recommendation:

Adopt a resolution authorizing the Mayor to sign the Contract to Buy and Sell Real Estate for the purchase of 101 South Taylor Avenue and approve the proposed Community Engagement Strategy.

Attachments:

1. Resolution No. 20, Series 2026
2. Contract to Buy and Sell Real Estate - 101 Taylor Avenue Louisville
3. Addendum to Purchase Agreement -101 South Taylor Avenue
4. Community Engagement Plan Phase 1. 101 S. Taylor - Final
5. Brochure - 101 South Taylor Avenue

**RESOLUTION NO. 20
SERIES 2026**

**A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE
FOR THE PROPERTY LOCATED AT 101 S TAYLOR AVENUE**

WHEREAS, the City currently owns, occupies, and maintains several facilities throughout the City to house staffing and operation needs, and has invested in various improvement projects to those facilities over many years averaging approximately \$50,000 per year; and

WHEREAS, space constraints have caused the City to lease additional facilities at a cost of approximately \$90,000 per year; and

WHEREAS, the current City Hall located at 749 Main Street was constructed in 1980, is approximately 18,000 square-feet on a 0.33-acre lot, and is likely valued between \$2,000,000 to \$3,000,000 but is at the end of its lifecycle, requiring substantial renovation and modernization that would likely cost \$4,000,000 to \$5,000,000, with full renovation likely costing approximately \$10,000,000 without adding needed additional space; and

WHEREAS, the property located at 101 S Taylor Avenue has been listed for sale at a purchase price of \$14,013,500 (the "Property"); and

WHEREAS, the Property is comprised of an almost 8-acre lot and a 56,054 square-foot commercial building, which may be suitable for use as a new City Hall to house City administrative and operational functions, as well as provide the opportunity for an expansion of public services and programs offered to the community; and

WHEREAS, analysis by City staff of recent City Hall construction by other municipalities has revealed such construction has cost an average of \$1,000 per square-foot; and

WHEREAS, City staff have negotiated a proposed Contract to Buy and Sell Real Estate for the property located at 101 S. Taylor Avenue (the "Purchase Contract"), a copy of which Purchase Contract accompanies this resolution, and which Purchase Contract provides for a purchase price of \$13,250,000, approximately \$236 per square-foot; and

WHEREAS, the Purchase Contract provides for a public engagement period to determine whether the community supports the purchase for use as a new City Hall, related municipal functions, and other public purposes; and

WHEREAS, the City Council desires to approve the Purchase Contract, approve other actions in connection with the acquisition of the Property, and direct City staff to schedule and facilitate the public engagement process.

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

Section 1. That certain Contract to Buy and Sell Real Estate between the City of Louisville and Specialized Bicycle Components Inc. for the City's acquisition of the Property (the "Purchase Contract"), a copy of which Purchase Contract accompanies this resolution, is hereby approved.

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

Section 3. The City Manager is authorized to enter into agreements for appraisals, inspections, surveying, investigations, reports, and financial and other consulting and support services in connection with the public engagement and purchase of the Property in an amount not to exceed \$75,000.

Section 4. The Mayor, City Manager, City Clerk and City staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Purchase Contract and this resolution, and are further authorized to execute and deliver any and all documents necessary to effect the purchase of the Property under the terms and conditions of said Purchase Contract and this resolution, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

PASSED AND ADOPTED this 3rd day of March 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk



Kentwood Commercial
Solveig T. Lawrence
Ph: 303.601.9285

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS3 Contract to Buy and Sell Real Estate (Commercial)
Adoption Date: August 5, 2025
Mandatory Use Date: January 1, 2026

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 2/26/2026

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. **Buyer.** City of Louisville (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other .

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** SPECIALIZED BICYCLE COMPONENTS INC (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Boulder, Colorado (insert legal description):

LOTS 15-17 BLK 1 BUSINESS CENTER AT CTC R0067694 & R0143120-1 COMBINED HERE

known as: 101 S Taylor Avenue, Louisville, CO 80027

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions:** lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote

controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels**
☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items
should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the
date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Additional. If on the Property on the date of this Contract, whether attached
or not, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,
window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also
included in the Purchase Price:

**The Purchase Price includes all furniture currently in the Property as of January 31, 2026,
subject to the items specified in the Exclusion List per Section 2.6, including, but not limited
to the lobby furniture. Seller agrees to execute a Bill of Sale at Closing.**

2.5.4. Inclusions-Encumbered. Any Inclusions owned by Seller (e.g., owned solar panels) must
be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
taxes for the year of Closing), liens and encumbrances, except:
Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's
review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such
lessor before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of
sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities:
Per Property Deed; and the use or ownership of the following storage facilities:
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:
The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
(except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will
be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be
transferred to Buyer at Closing (Leased Items):
Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items
subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by
such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase
agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic
system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing.
Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review
under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If
Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):
**Seller will provide a list of exclusions on or before the Due Diligence Documents Delivery
Deadline.**

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:
Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"

used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is .

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	9:00pm MST
2	§ 4	Alternative Earnest Money Deadline	5 Business Days After MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	10 Days After MEC
4	§ 8	Record Title Objection Deadline	60 Days After MEC
5	§ 8	Off-Record Title Deadline	10 Days After MEC
6	§ 8	Off-Record Title Objection Deadline	60 Days After MEC
7	§ 8	Title Resolution Deadline	65 Days After MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	10 Days After MEC
10	§ 7	Association Documents Termination Deadline	60 Days After MEC
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	10 Days After MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	

174	21	§ 4	Seller or Private Financing Deadline	
175			Appraisal	
176				
177	22	§ 6	Appraisal Deadline	<i>90 Days After MEC</i>
178	23	§ 6	Appraisal Objection Deadline	<i>92 Days After MEC</i>
179	24	§ 6	Appraisal Resolution Deadline	<i>94 Days After MEC</i>
180			Survey	
181				
182	25	§ 9	New ILC or New Survey Deadline	<i>55 Days After MEC</i>
183	26	§ 9	New ILC or New Survey Objection Deadline	<i>60 Days After MEC</i>
184	27	§ 9	New ILC or New Survey Resolution Deadline	<i>65 Days After MEC</i>
185			Inspection and Due diligence	
186				
187	28	§ 2	Water Rights Examination Deadline	
188	29	§ 8	Mineral Rights Examination Deadline	
189				
190	30	§ 10	Inspection Termination Deadline	<i>40 Days After MEC</i>
191	31	§ 10	Inspection Objection Deadline	<i>30 Days After MEC</i>
192	32	§ 10	Inspection Resolution Deadline	<i>40 Days After MEC</i>
193	33	§ 10	Property Insurance Termination Deadline	<i>60 Days After MEC</i>
194	34	§ 10	Due Diligence Documents Delivery Deadline	<i>10 Days After MEC</i>
195	35	§ 10	Due Diligence Documents Objection Deadline	<i>60 Days After MEC</i>
196				
197	36	§ 10	Due Diligence Documents Resolution Deadline	<i>65 Days After MEC</i>
198				
199	37	§ 10	Environmental Inspection Termination Deadline	<i>60 Days After MEC</i>
200	38	§ 10	ADA Evaluation Termination Deadline	<i>60 Days After MEC</i>
201	39	§ 10	Conditional Sale Deadline	
202	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
203	41	§ 11	Estoppel Statements Deadline	
204	42	§ 11	Estoppel Statements Termination Deadline	
205			Closing and Possession	
206	43	§ 12	Closing Date	<i>150 Days After MEC</i>
207	44	§ 17	Possession Date	<i>Day of Closing</i>
208	45	§ 17	Possession Time	<i>Upon Delivery of Deed and Funding</i>
209	46	§ 27	Acceptance Deadline Date	<i>3/6/2026</i> Friday
210	47	§ 27	Acceptance Deadline Time	<i>4:00pm MST</i>
211	48			
212	49			
213				
214				
215				
216				
217				
218				
219				
220				
221				
222				
223				
224				
225				
226				

3.2. Applicability of Terms. If any deadline in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 13,250,000.00	
2	§ 4.3.	Earnest Money		\$ 150,000.00
3	§ 4.5.	New Loan		\$ 9,100,000.00
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 4,000,000.00
10		Total	\$ 13,250,000.00	\$ 13,250,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a Wire Transfer, will be payable to and held by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates,

Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and deliver to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's check, cashier's check, and real-time or instant payment (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☒ **Other Private Financing.**

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective

loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible

governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller a current commitment for owner's title insurance policy (Title

Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of

Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE

PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of [an ALTA Survey](#); is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and [Buyer's Brokers](#) will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received

by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, Inclusions, and included Leased Items as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to

enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on, in Buyer's sole subjective discretion, any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.6.2.** Property tax bills for the last 3 years;

☒ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☒ **10.6.1.6.5.** Operating statements for the past 3 years;

☒ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☒ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 years;

☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any

governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.6.13.** Other:

Seller shall be required to deliver only those Due Diligence Documents that are in Seller's possession or that Seller can reasonably obtain through customary efforts.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or , at the expense of ☐ Seller ☒ Buyer (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 21 days (**Extended Environmental Inspection Termination Deadline**) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if

such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this

transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are**
☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by Buyer and Seller.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller

☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐

and must be paid at Closing by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ Taxes for the Calendar Year Immediately Preceding Closing

☒ Most Recent Mill Levy and Most Recent Assessed or Actual Valuation per the county assessor, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other

16.1.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☒ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the

obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 400.00 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions. Such credit will not include relocation benefits or expenses or exceed

the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and the dispute is not resolved, the parties must first proceed, in good faith, to mediation before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to

1107 resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any
1108 mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party
1109 requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26.
1110 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.
1111 The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within
1112 thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party
1113 from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written
1114 notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.
1115

1116
1117 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1118 release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release
1119 form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest
1120 Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
1121 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all
1122 parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to
1123 recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to
1124 Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim
1125 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty
1126 days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the
1127 Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not
1128 interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money
1129 pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will
1130 survive cancellation or termination of this Contract.
1131
1132

1133 **24. TERMINATION.**

1134
1135 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1136 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1137 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1138 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1139 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1140 to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
1141 in the Contract is ineffective and does not terminate this Contract.
1142

1143 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1144 hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder,
1145 subject to §§ 10.4. and 21.
1146

1147 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1148 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1149 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1150 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1151 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1152 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1153 to a party receives the predecessor's benefits and obligations of this Contract.
1154

1155 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1156
1157 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1158 except as provided in § 26.2. and § 26.3. and is effective when physically received by such party, any
1159 individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of
1160 Broker working with such party (except any notice or delivery after Closing must be received by the party, not
1161 Broker or Brokerage Firm).
1162

1163 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1164 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1165

such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or [CTM eContracts](#).

26.3. Electronic Delivery. Electronic Delivery of documents may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☒ **29.1.** [2.50%](#) of the Purchase Price or \$ by Seller. Buyer's brokerage firm is an intended third party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** % of the Purchase Price or \$ by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** % of the Purchase Price or \$ by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate Commission:

30.1 Back Up Offer Provision - In the event Seller receives a backup offer after the initial 30 days following Mutual Execution of Contract (MEC), Seller may provide written notice to Buyer requesting that Buyer confirm its intent to proceed to closing in accordance with the terms of this Contract, subject to an expedited closing timeline of 45 calendar days from Buyer confirming intent to proceed, and at such time the earnest money shall become nonrefundable and pass through to the Seller. Buyer shall have fifteen (15) days from receipt of such notice to elect in writing to proceed with the purchase. If Buyer fails to timely elect to proceed, Seller may terminate this Contract and return the Earnest Money to Buyer, after which neither party shall have further obligation hereunder.

30.2 "PROPERTY IS SOLD "AS-IS", IN ITS PRESENT CONDITION, AS OF THE TIME OF ACCEPTANCE OF THIS OFFER, WITHOUT WARRANTY. SELLER SHALL NOT BE

RESPONSIBLE FOR MAKING CORRECTIONS OR REPAIRS OF ANY NATURE EXCEPT WHICH APPLIANCES, MECHANICAL, LANDSCAPING, AND GROUNDS, SHALL BE MAINTAINED IN SUBSTANTIALLY THE SAME CONDITION AS ON THE DATE OF ACCEPTANCE OF THE OFFER. IT IS FURTHER ACKNOWLEDGED BY THE BUYERS THAT THE INSPECTION OF SAID PROPERTY, PARAGRAPH 10, IS FOR THE BUYER'S INFORMATION ONLY. SELLERS WILL NOT MAKE OR PAY FOR ANY CORRECTIONS TO THE SUBJECT PROPERTY. THE BUYER'S SOLE REMEDY FOR AN UNSATISFACTORY INSPECTION IS TO TERMINATE THE PURCHASE CONTRACT UNDER THE PROVISIONS AS STATED IN PARAGRAPH 10.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents are a part of this Contract:
ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

31.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

Signatures

Buyer: **City of Louisville**
By: Chris Leh

Date: _____

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller: _____
SPECIALIZED BICYCLE COMPONENTS INC
By

Date: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest

Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Kentwood Commercial**

Brokerage Firm's License #: **EC 100056828**

Date: _____

Broker's Name: **Solveig T. Lawrence**

Broker's License #: **EA.040043894**

Address: **215 Saint Paul, Ste 200 Denver, CO 80206**

Phone No.: **303.601.9285**

Fax No.:

Email Address: **solveig@kentwoodcommercial.com**

B. Broker Working with Seller

Broker ☐ **Does** ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: **The Colorado Group Inc**

Brokerage Firm's License #: **EC50840**

Date: _____

Broker's Name: **Scott Crabtree**

Broker's License #: **IA.100031424**

Address: **3101 Iris Avenue, Ste 240 Boulder, CO 80301**

Phone No.: **303-449-2131**

Fax No.:

Email Address: **crabtree@coloradogroup.com**

CBS3 CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

THIS ADDENDUM to Contract to Buy and Sell Real Estate (the “Addendum”) forms a part of the Contract to Buy and Sell Real Estate (the “Base Form Contract”) made by the **City of Louisville** (“Buyer”) and **Specialized Bicycle Components Inc** (“Seller”) as though it were printed out in full under Section 30 of the Base Form Contract. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Base Form Contract. In the event of any conflict between this Addendum and the Base Form Contract, this Addendum shall control. The Base Form Contract as modified by this Addendum is referred to herein as the “Contract.”

1. Public Process Deadline. Buyer intends to utilize the Property for public purposes and will be holding a series of public meetings to receive input and feedback from residents and taxpayers to determine the suitability of the Property for Buyer’s purpose. On or before the date that is **90 Days Following MEC**, Buyer may notify Seller in writing that this Contract is terminated under Section 24.1 based on, in Buyer’s sole subjective discretion, the Property is not desired for Buyer’s public purposes. As set forth in Section 24.2, in the event Buyer terminates the Contract pursuant to this Section 30.1, all Earnest Money received hereunder must be timely returned to Buyer and the parties shall then be relieved of all obligations hereunder, subject to Sections 10.4 and 21.

2. COP Funding Deadline. Buyer will pay all or part of the Purchase Price by issuance of certificates of participation (“COP”) financing, which requires a public process and adoption of an ordinance by the Louisville City Council at public meetings. On or before the date that is **120 Days Following MEC**, Buyer may notify Seller in writing that this Contract is terminated under Section 24.1 if such financing is not completed and funds received by Buyer on or before such date. As set forth in Section 24.2, in the event Buyer terminates the Contract pursuant to this Section 30.2, all Earnest Money received hereunder must be timely returned to Buyer and the parties shall then be relieved of all obligations hereunder, subject to Sections 10.4 and 21.

3. Assignability. This Contract may not be assigned by Buyer without the prior written consent of Seller, which consent shall not unreasonably be withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void and of no effect.

4. Extension. Buyer shall have the right to a one-time extension of the Public Process Deadline, COP Funding Deadline, or both such deadlines, for an additional thirty (30) days (the “Extended Deadline”) by providing written notice to Seller prior to the expiration of the deadlines set forth in Sections 30.1 and 30.2 and by delivering to Seller an extension fee in the amount of Fifty Thousand Dollars (\$50,000) (the “Extension Fee”) concurrently with such notice. The Extension Fee shall be nonrefundable but shall be applied toward the Purchase Price at Closing. In the event Buyer exercises such extension, the Closing Date shall automatically be extended to a date that is thirty (30) days following the expiration of the Extended Deadline. All other terms and conditions of this Contract shall remain in full force and effect.

5. **Contract Approval Content on City Council Approval.** Notwithstanding Section 26 (Notice, Delivery and Choice of Law) and Section 27 (Notice of Acceptance, Counterparts), this Contract shall not be binding upon Buyer until this Contract is approved by resolution of the City Council adopted at a public meeting. Further, notwithstanding Section 3.2 (Applicability of Terms), the date of signature of the Mayor of Louisville shall be used to determine Buyer's execution for all purposes, including calculating dates and deadlines from the mutual execution of the Contract ("MEC"). If, within seven (7) business days after Buyer's receipt of the Contract signed by Seller, Buyer does not deliver to Seller the Contract signed by Buyer, the Contract signed by Seller shall not be binding upon Seller and Buyer.

6. **Indemnification; No Waiver of Governmental Immunity.** To the extent any provision of this Contract requires Buyer to indemnify any person or party, such indemnification shall be to the extent permitted by law. Nothing contained in this Contract shall be construed as a waiver, in whole or in part, of the protection afforded Buyer under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as the same may from time to time be amended.

7. **Advice of Counsel; Language Not to be Construed Against Drafter.** Each of the Parties has had the advice of legal counsel of its own choosing in negotiations for and the preparation of this Contract. No portion of this Contract shall be construed against either of the Parties owing to such party having drafted such portion of this Contract.

BUYER

City of Louisville, a Colorado home rule
municipal corporation

By: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

SELLER

Specialized Bicycle Components Inc

By: _____

Title: _____

Community Engagement Plan: Phase 1

Facility purchase at 101 S. Taylor Avenue for City of Louisville use

Background

The City is considering an agreement to purchase a new facility that could be used for a variety of City purposes. Council must make a decision on the contract within 90 days, and would like input from the community to inform their decision.

Goal

The primary goal of this community engagement plan is to collect input from the community on the decision to purchase this facility, and compile input that eventually informs the final decision by City Council.

Objectives & Tactics



Share information

- Provide background information & context on decision
- Use a multi-channel communications approach to proactively reach stakeholders



Collect & compile input

- Conduct a statistically valid survey and/or polling to provide representative feedback
- Provide multiple methods to submit feedback, including an online survey and in-person activities



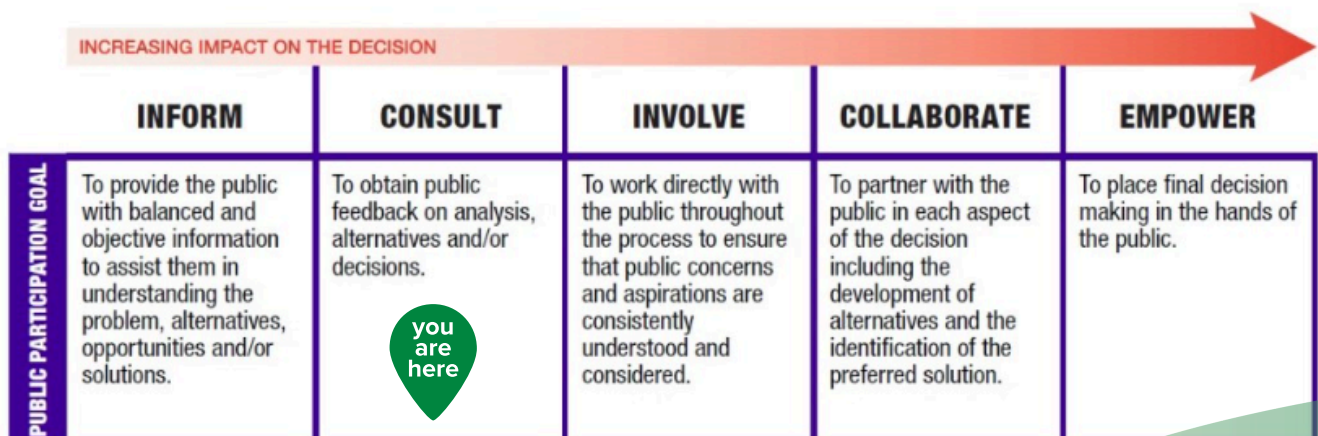
Provide transparency & keep public updated

- Include context on trade-offs and impacts of decision in surveys and outreach materials, and use neutral language to not influence public opinion of decision
- Follow up with those who have provided input, and bring them along throughout the process, keeping them updated on changes and next steps

Philosophy & “Promise to the Public”

Recommended IAP2 level: CONSULT

Promise to the public: We are committed to conduct public participation at least to the level of CONSULT (refer to IAP2 Spectrum of Public Participation) throughout the decision-making process of whether or not this building is purchased, and if so, how it is utilized. We commit to keep the community informed, proactively engage multiple stakeholder groups for input, and providing transparency throughout the decision-making process.



Engagement & outreach timeline

We are proposing a multi-faceted approach to engagement, including diverse activities for gathering input from stakeholders. Budget may impact some of the proposed activities.

Activities/Project Schedule

March 16 — Engagement window opens. EngageLouisvilleCO.org project page goes live. General survey and other online tools (to be determined) go live.

Date TBD — Open house at facility. Education, Q&A, and self-guided tours.

March 23 — Statistically valid survey or polling is conducted.

April 20 — Statistically valid survey or polling closes.

May 4 — Engagement window closes. Report is compiled.

Late May — Community engagement report presented to City Council.

If Council moves forward with purchase of the facility, City staff will propose a second phase of community engagement focused on visioning.

Communications Plan

A communications plan will be developed alongside this engagement plan, should Council choose to move forward. This plan will initially focus on education, context, and awareness, transitioning to focus on participation and gathering input.

The communications plan will include:

Platforms and channels — How do we plan to reach everyone? Channels include, but are not limited to:

- Social media platforms, including custom content and video
- Every door direct mailer
- Communication materials at existing events
- Printed flyers/signage at public City facilities
- Email marketing

Staying informed — Details on how we will keep people updated before, during, after decision is made, providing clarity on next steps and level of influence on the decision.

Metrics — Details on how we measure success and reach of communications efforts.

Setting expectations & defining success

Successful community engagement starts with setting expectations and defining success internally and externally. Setting expectations helps to mitigate potential frustration, and meeting expectations encourages participation in future engagement opportunities.

Expectations of City Council

- City Council will consider both the community engagement report **and** feedback received via traditional channels (Council email, public comment) throughout this process.
- City Council will consider the findings from the community engagement process when making its decision; however, the **final outcome** may not directly reflect the results of the report.

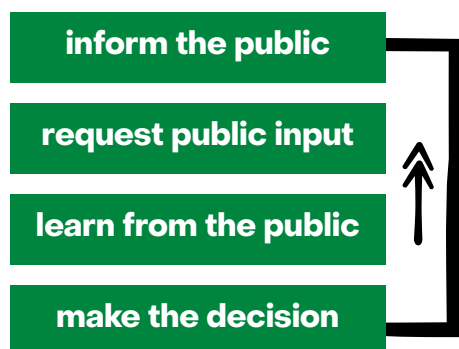
Expectations of City staff

- City staff will strive to get public feedback from a **diverse and demographically representative audience** by providing multiple ways to engage, conducting both widespread and targeted outreach to increase awareness, and adapting activities as needed to remove barriers to engagement.
- City staff will **provide context and background information** when seeking community input and will remain neutral by sharing **factual information**.

Defining success

Success metrics will be defined after City Council accepts this community engagement plan. Sample metrics will include participation in surveys, scientific survey responses, attendance at events, click rates, and more.

Closing the loop



An important piece of this plan is intentionally informing the community about the final decision and how it was made. The outcome of this community engagement plan will be a report detailing findings. This report will be provided to City Council to inform the final decision.

It is our responsibility to ensure that the report is made publicly available, and that the final decision of Council is communicated back to the community. Specifically, **we need those who provided input to know how their input influenced the decision.**

Survey & Polling options

In addition to a general survey and other standard engagement tools, we recommend using a statistically valid survey or conducting community polling if City Council desires a holistic and demographically representative approach to understanding community sentiment.

Statistically valid survey — \$15,000 to \$36,000

A statistically valid survey uses rigorous methodology to ensure that survey responses represent the broader community. This guarantees that we can rely on that data to make an informed decision that reflects the views of all residents, not just a vocal few.

Community polling — \$10,000 to \$15,000

Polling is a systematic method of gathering opinions from a selected group to make informed inferences about the larger community. Polling is best used for gauging overall public sentiment and understanding and often uses quota sampling which ensures specific demographic groups are proportionally represented.

Council: Do you want to utilize either of these options? If so, which one?

FOR SALE

FLEX | OFFICE

101 S Taylor Avenue
Louisville, CO 80027

**Colorado
Group**

CrabtreeTeam

Scott Crabtree, MBA LEED®AP
Senior Commercial Broker
303.449.2131 ext 125
crabtree@coloradogroup.com

Liz Amaro
Commercial Broker Associate
303.449.2131 ext 136
liz@coloradogroup.com

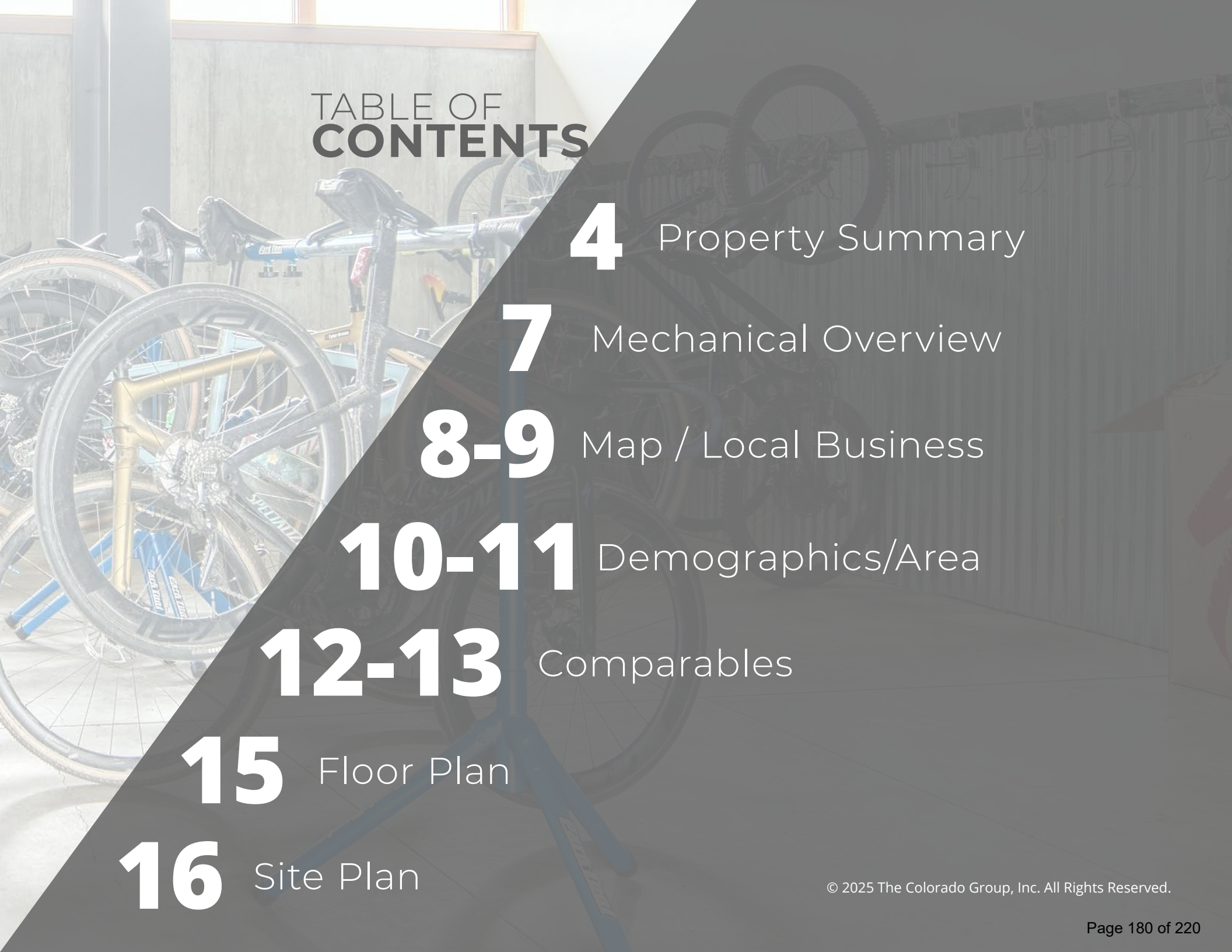


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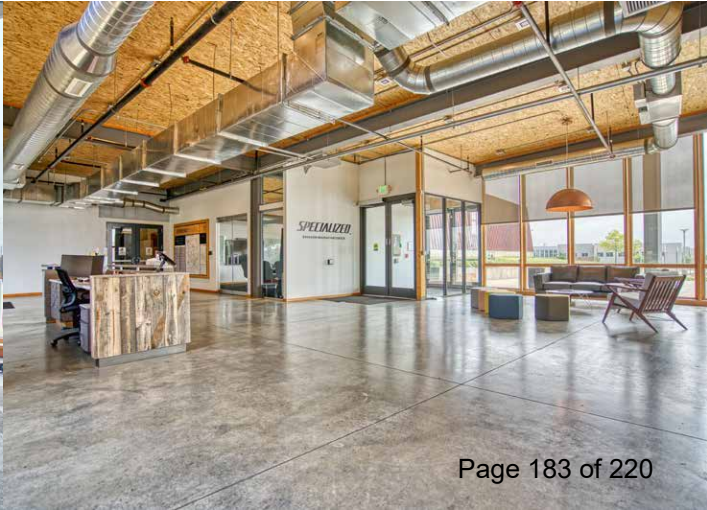
PROPERTY SUMMARY

101 S. Taylor Avenue presents a rare and exceptional opportunity to acquire a high-quality, meticulously maintained 56,054-square-foot commercial property in one of Boulder County's most sought-after and dynamic business corridors. Situated within the prestigious Colorado Technology Center, the property provides outstanding access to Highway 36, Northwest Parkway, and the broader Denver/Boulder metro area. This prime location is ideal for a variety of users, including office, research and development, light industrial, or flexible space operations.

The building boasts versatile floor plans, thoughtfully designed layouts, and abundant on-site parking, making it highly adaptable for both single-tenant and multi-tenant configurations. Businesses benefit from Louisville's strong pro-business climate, a deep and skilled labor pool, and proximity to major technology employers. In addition, the surrounding area is rich in lifestyle amenities, including scenic trails, top-rated restaurants, and popular craft breweries. Strategically positioned in a supply-constrained submarket, 101 S. Taylor Avenue is exceptionally well-located for long-term value, growth, and stability.

PROPERTY ADDRESS	101 S Taylor Avenue Louisville, CO
LISTING PRICE	\$14,013,500 (\$250/SF)
EXPENSES (Estimate)	\$18,916.67/Month
COUNTY	Boulder
SQUARE FOOTAGE	56,054 SF
LAND SIZE	7.96 Acres
DEVELOPABLE LAND	Estimated 11k SF Addition
PROPERTY TAXES	\$424,292.76/Year (per BC assessor)
Y.O.C.	2014
PARKING	85+ On-site Spaces
AVAILABLE	Q4 2025
POWER	3-Phase, 120/208v/800-1000 amp
CEILING HEIGHT	12'-24'





HIGHLIGHTS

- Locker rooms with showers
- Elevator
- Indoor bike wash & storage
- 1 grade-level loading door
- Ample on-site parking
- Near biking / hiking
- Fitness area
- Excellent access to Hwy 36 & Northwest Parkway
- Near prominent tech companies



MECHANICAL OVERVIEW / INTERIOR FINISHES

Elevators



A single elevator with a 2,000-pound capacity is located on the west side building. It provides service to both the first and second floors. The control panel is equipped with illuminated push-button floor indicators, an alarm button, and an emergency stop button, ensuring accessible, efficient, and secure vertical transportation for building occupants and visitors.

Fire / Life Safety



There are a total of 11 fire extinguishers located throughout the entire building, with 8 on the first floor and 3 on the second. All fire safety equipment, including extinguishers and alarms, will continue to be inspected and professionally serviced through the sale of the building to ensure full compliance and operational readiness.

Heating and Cooling



The entire building, including the warehouse, is heated and cooled by a centralized heating and air conditioning system featuring gas-fired heating units and a forced air delivery method. A total of 5 rooftop HVAC units support the system, ensuring consistent climate control throughout the facility. This setup provides reliable, energy-efficient, and evenly distributed temperature management year-round for all operational areas. All rooftop units are serviced 2x per year and were installed in 2014.

Security



There is pathway and wiring ready for key card security access already established. The building will be ready for card reader install for the new owner. All windows are equipped with glass breaks and all doors contain sensors. All systems will be left behind and continuously inspected.

Roof



- Core 10 steel roof
- Partial membrane roof over lobby
- Installed in 2014

Electrical



The building's electrical service is rated at 1,000 amps and 208 volts at the main distribution panel. Breaker panels dedicated to lighting and power controls are strategically located within the warehouse/lab area. The property is configured with a single electrical service and is individually metered for accurate monitoring. This robust electrical infrastructure supports flexible operations, ensuring reliable, efficient, and safe power distribution throughout the facility.

Utilities



Utilities for the property are provided by municipal and commercial sources. Water and sewer services are supplied by the City of Louisville, ensuring reliable infrastructure access. Electricity is provided by Xcel Energy, delivering efficient power for operations. Trash services are provided by Eco-Cycle.

Walls



Interior walls are steel stud, metal framed, drywall interiors.

Exterior walls are patina metal standing seam metal siding.

Loading Doors

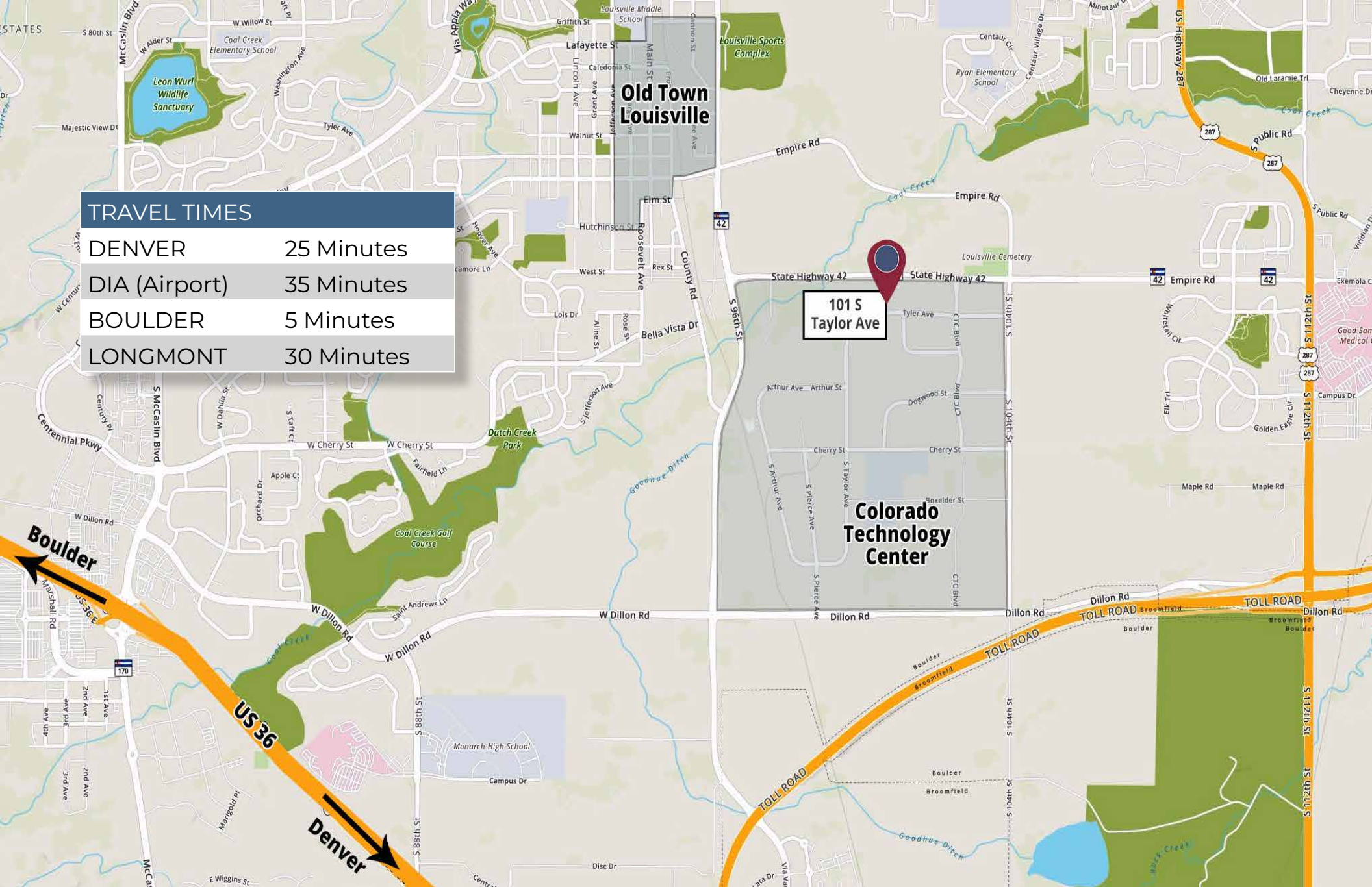


Two grade level doors, one located in warehouse and one located in auditorium area.

Restrooms



There are eight total restrooms throughout the building. There are two locker rooms and a total of four restrooms on the first floor. The second floor contains two restrooms. The locker room is equipped with open lockers and showers.



Denver
International Airport

35
minutes



Downtown Boulder

5
minutes



Hiking/Biking
Trails

5
minutes



Downtown Denver

25
minutes

LOCAL COMPANIES

Surrounding Companies in The Colorado Tech Center - Louisville, Colorado play a vital role in fostering local economic growth, innovation, and community collaboration within the vibrant Boulder tech and business ecosystem.



DEMOGRAPHIC SUMMARY



POPULATION

2 MILE RADIUS

10,872

5 MILE RADIUS

82,124

10 MILE RADIUS

295,122



EMPLOYEES

2 MILE RADIUS

7,000

5 MILE RADIUS

20,000

10 MILE RADIUS

50,000



AVERAGE HOUSEHOLD INCOME

2 MILE RADIUS

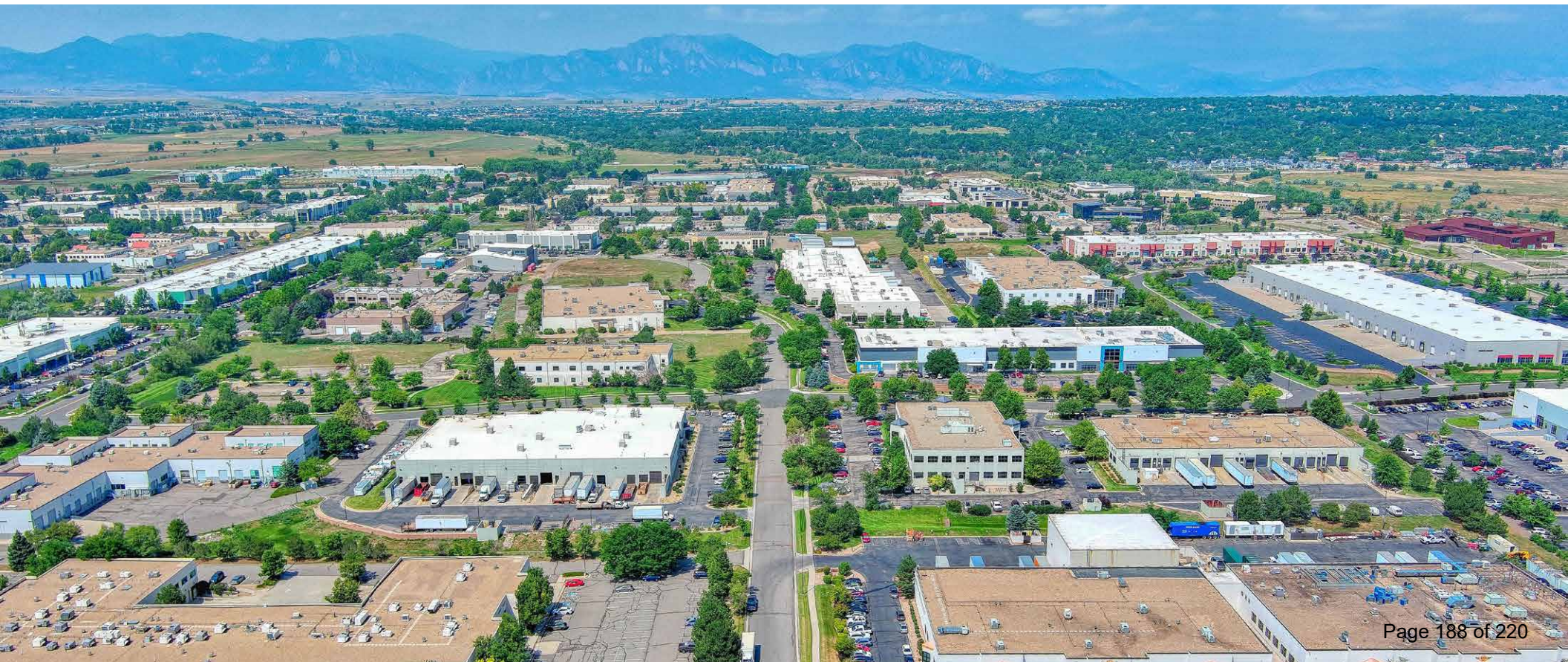
\$135,557

5 MILE RADIUS

\$120,725

10 MILE RADIUS

\$126,428





The Colorado Technology Center (CTC) in Louisville is one of the region's most established and versatile business parks, designed to support companies across a wide range of industries. Encompassing more than 400 acres, the CTC offers a mix of office, light industrial, laboratory, manufacturing, and warehouse space, providing businesses with the flexibility to expand and adapt as operational needs evolve.

Its location is a key differentiator. Situated just minutes from Boulder and within easy reach of Denver and Denver International Airport, the CTC provides excellent connectivity to both regional and global markets. Access to U.S. 36 and other major highways ensures efficient distribution and commuting options, while RTD bus service, vanpool programs, and bike-friendly connections support diverse transportation needs.

Businesses also benefit from proximity to leading research and innovation centers, including the University of Colorado Boulder, NIST, NOAA, and NCAR, creating opportunities for collaboration and talent recruitment. Modern infrastructure—ranging from fiber-optic connectivity to high-capacity utilities—enhances operational efficiency. Combined with Louisville's strong workforce base and high quality of life, the CTC remains a strategic location for companies seeking long-term growth and stability.

COMPARABLE SALES

SOLD



**465 S Pierce
Louisville**

SF	14,200 SF
SALE PRICE	\$3,200,000
\$/SF	\$225.35
TIMING	Q1 2025



**405 S Pierce
Louisville**

SF	14,850 SF
SALE PRICE	\$3,550,000
\$/SF	\$239.06
TIMING	Q1 2025



**1797 Boxelder St
Louisville**

SF	32,000 SF
SALE PRICE	\$5,720,000
\$/SF	\$178.75
TIMING	Q2 2025



**1350/1452 96th St
Louisville**

SF	198,700 SF
SALE PRICE	\$49,500,000
\$/SF	\$249.12
TIMING	Q4 2024



**573 S Arthur Ave
Louisville**

SF	7,744 SF
SALE PRICE	\$1,600,000
\$/SF	\$206.61
TIMING	Q2 2023



**413 S Arthur Ave
Louisville**

SF	21,072 SF
SALE PRICE	\$4,100,000
\$/SF	\$194.57
TIMING	Q2 2023



**405 S Pierce
Louisville**

SF	14,850 SF
SALE PRICE	\$3,850,000
\$/SF	\$259.36
TIMING	Q3 2023



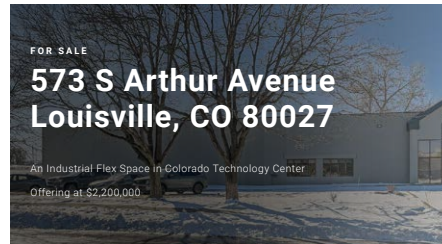
COMPARABLE SALES

ON THE MARKET



517 S Arthur Ave Louisville

SF	16,294 SF
SALE PRICE	\$4,500,000
\$/SF	\$275.00



573 S Arthur Ave Louisville

SF	7,744 SF
SALE PRICE	\$2,200,000
\$/SF	\$284.00



1400-1420 Overlook Dr Lafayette

SF	+/-28,800 SF
SALE PRICE	\$6,000,000
\$/SF	\$208.00



1460 Overlook Dr Lafayette

SF	56,185 SF
SALE PRICE	\$12,500,000
\$/SF	\$222.48



1751 Panorama Point Lafayette

SF	29,020 SF
SALE PRICE	\$5,200,000
\$/SF	\$179.00



1363 Horizon Ave Lafayette

SF	15,570 SF
SALE PRICE	\$3,650,000
\$/SF	\$234.00

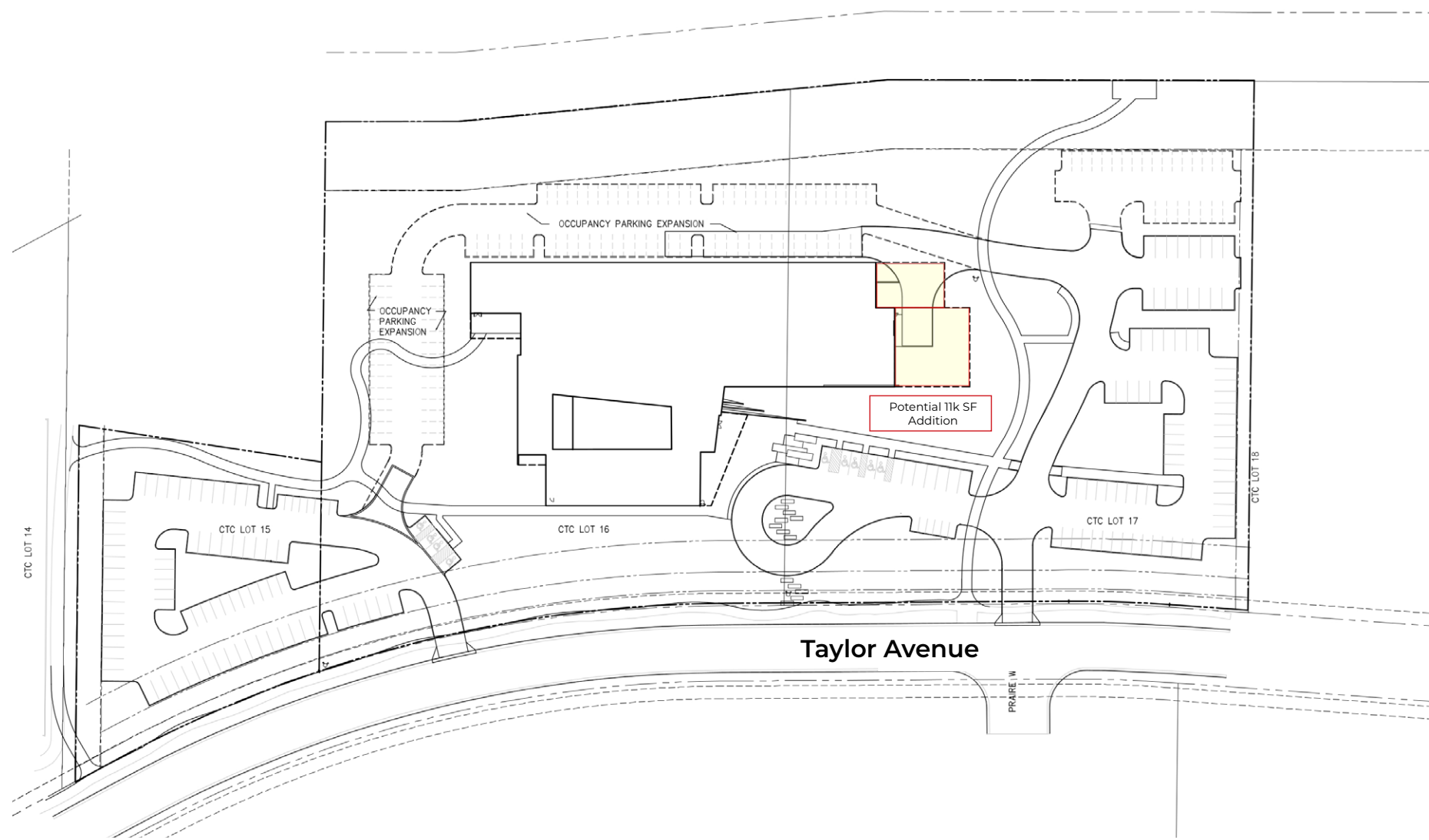




Colorado
Group



PROPERTY SITE PLAN



CONFIDENTIALITY & DISCLAIMER NOTICE

The information in the following offering memorandum is proprietary and strictly confidential. By acknowledgment of receipt of this Offering Memorandum, the receiver of the information agrees that the informational materials are confidential, that they will be held in the strictest of confidence, and that these materials will not, directly or indirectly, be shared with any other parties without the prior written authorization of The Colorado Group, Inc. It is intended to be reviewed only by the individual receiving it from The Colorado Group, Inc.

The informational materials, which contain a summary of brief selected information pertaining to the business and affairs of the property are provided to establish a preliminary level of interest in the subject property for interested parties to verify. The information contained herein is not a substitute for a thorough due diligence investigation.

The Colorado Group, Inc. has not made any investigation, and makes no warranty or representation, with respect to the income or expenses for the subject property, the future projected development or financial performance of the property, the size and square footage of the property and improvements, the presence or absence of contaminating substances, PCB's or asbestos, the compliance with local, state and federal regulations, the physical condition of the improvements thereon, the financial condition or business prospects of any tenant, or any tenant's plans or intentions to continue its occupancy of the subject property.

The information contained in this Offering Memorandum has been obtained from sources we believe to be reliable. However, while we have no reason to doubt the accuracy of the information, it is important for you to understand that we have not verified the accuracy or completeness of the information and, therefore, do not make any guarantees, warranties or representations regarding the accuracy and completeness of the information provided. It is your responsibility to verify and confirm the accuracy and completeness of the information contained herein.

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FOR MORE INFORMATION

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Colorado Group

Subject: Ordinance No. 1917, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Concerning Electronic Vehicle ("EV") Charging Stations — 2nd Reading, Public Hearing (advertised City of Louisville website 02/18/26)

The Public Hearing will be held and 2 rounds of public comment will be taken, along with Council questions and discussion. Final action may be taken on this item.

Date: March 3, 2026

Prepared By: Jeff Hirt, Planning Manager

Presented By: Jeff Hirt, Planning Manager

Summary:

This zoning code amendment updates the classification and review of electric vehicle (EV) charging facilities to address City environmental sustainability goals and comply with Colorado House Bill 24-1173. The amendment allows EV charging facilities as a primary land use in commercial, mixed-use, and industrial zoning districts and updates the approval process for these facilities. The amendment does not modify current City regulations addressing the amount of required EV charging spaces or applicable development and design standards for such facilities.

The attached ordinance contains proposed second reading amendments. These amendments do not substantively change the ordinance, but are edits made to clarify come inconsistencies and correct typographical errors identified in the proposed ordinance.

Background / Prior Discussions:

[Colorado House Bill 24-1173](#)

Colorado House Bill 24-1173 was adopted to reduce regulatory barriers to electric vehicle (EV) charging infrastructure and to promote consistent, predictable local review processes. The overall goal of the bill is to support the expansion of EV charging facilities by limiting local land use restrictions that may unreasonably delay or discourage their development, while preserving local authority over objective development and safety standards.

The bill requires local governments to ensure that EV charging facilities are allowed through clear land use regulations and reviewed through administrative processes where feasible. HB 24-1173 provides local jurisdictions with three compliance options: (1) adopting model state regulations, (2) allowing EV charging facilities by right in all zoning districts subject to objective standards, or (3) adopting locally tailored

regulations that meet the intent and minimum requirements of the bill. Staff are proposing that the City comply with HB 24-1173 by adopting its own regulations that clarify the classification, permitted locations, and review process for EV charging facilities within Title 17, while reserving broader consideration of environmental sustainability policies for the planned comprehensive development code update beginning in 2026.

Current EV Charging Regulations in Louisville

Louisville's zoning code currently includes requirements for EV charging spaces as part of off-street parking standards, including minimum quantities and design specifications. These requirements are not proposed to be changed as part of this amendment.

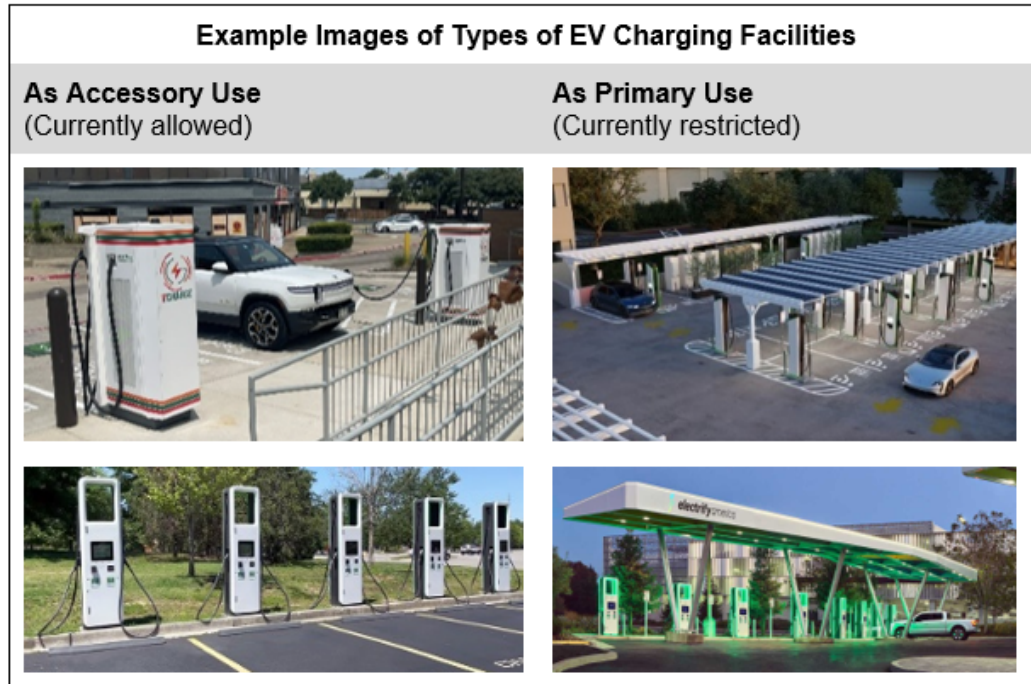
Title 17 provides limited guidance regarding EV charging facilities as a primary land use versus an accessory land use. The code includes a regulation that EV charging facilities developed as a primary use are classified as gas stations (*LMC Sec. 17.20.170.D*). Gas stations are subject to specific limitations in the code, including a cap on the total number allowed citywide, and are no longer permitted in most zoning districts (*LMC Sec. 17.6.340*). As a result, EV charging facilities proposed as a primary land use are effectively not allowed in any zoning district under the current code.

Types of EV Charging Facilities

Most EV charging facilities in Louisville and comparable communities are developed as accessory uses to a primary land use, such as retail, office, multifamily residential, or institutional development. These facilities are commonly located within existing or underutilized parking areas and are designed to serve customers, employees, residents, or fleet vehicles. EV charging facilities are also sometimes located on sites formerly occupied by gas stations or integrated into fueling stations, although Louisville no longer permits new gas stations.

EV charging facilities typically consist of charging equipment, associated electrical infrastructure, and parking spaces designated for charging. Unlike traditional fueling stations, EV charging facilities do not involve on-site fuel storage or dispensing of liquid fuels and generally generate minimal noise, emissions, or operational impacts. Vehicle trips are typically short in duration and distributed throughout the day, and facilities typically operate without on-site attendants.

There is a growing trend nationally toward EV charging facilities developed as a primary land use, particularly in commercial and mixed-use areas and along major transportation corridors. While there are limited nearby examples of this development type, the City seeks to ensure that its zoning code provides sufficient flexibility to accommodate evolving EV infrastructure needs. At the same time, allowing EV charging as a primary use through clear standards enables the City to ensure that site design considerations such as parking supply, access, circulation, landscaping, and compatibility with surrounding uses are appropriately addressed.



Development Proposal:

The proposed amendment updates Title 17 to clarify the classification and review for electric vehicle (EV) charging facilities within the zoning code. The amendment is intended to provide regulatory clarity, improve flexibility for EV charging as a primary land use, and align with state law, while maintaining existing development and design standards that would apply to EV charging facilities whether they are a primary or accessory use. Key elements of the amendment include the following:

- **EV Charging as a Primary Use** - the amendment states that electric vehicle charging stations are allowed as a primary land use in all commercial, mixed-use, and industrial zoning districts. EV charging facilities remain subject to all applicable zoning, development, and design standards of the underlying zone district.
- **Parking Standards** - the amendment clarifies that EV charging spaces count toward required off-street parking when provided as an accessory use to a primary land use. When EV charging facilities are developed as a primary use, no additional off-street parking is required for that use.
- **Administrative Review for PUDs** - the amendment allows EV charging facilities proposed as a primary land use that require a new Planned Unit Development (PUD) to be approved administratively, without public hearings, provided the site is less than one acre, meets all applicable development and design standards, and does not request waivers or variances. The Community Development Director may require a PUD with public hearings if a proposed facility is determined to have the potential for major impacts. Amendments to an existing PUD for EV charging facilities proposed as an accessory use may also be

approved administratively under the same conditions (e.g., no waivers, size limitations, etc.).

- Clarification of When EV Charging Requirements Apply - the amendment clarifies that EV charging requirements apply to new development and building expansions, but not to minor building modifications. This clarification addresses ambiguity in the current code and avoids unintended requirements for full site compliance with EV charging standards for minor interior remodels.

Analysis:

Land Use and Community Impacts

The proposed amendment may result in positive community impacts by expanding access to EV charging infrastructure, supporting the transition to electric vehicles, and reducing transportation-related greenhouse gas emissions. EV charging facilities developed as a primary use function similarly to parking or utility-type infrastructure and do not involve on-site fuel storage, emissions, or high-intensity operations. Potential land use impacts are typically limited and may include short-duration vehicle trips, minimal equipment noise, and site lighting, all of which are addressed through existing site design, access, landscaping, and lighting standards, which are not modified by this amendment.

Proposed Administrative Review of EV Charging Facilities

Under the proposed amendment, EV charging facilities would continue to be reviewed using the same commercial development and design standards that apply to similar auto-oriented uses, such as gas stations; these standards are not being changed. The amendment allows EV charging facilities to be approved administratively as a primary land use, with limitations including a one-acre size cap and no allowance for waivers or variances from City standards. Projects that do not meet these requirements, exceed the size threshold, or are determined to have the potential for major impacts would require a public hearing through a Planned Unit Development (PUD). The Community Development Director retains discretion to require public review when warranted.

Consistency with Adopted City Plans

The proposed amendment is consistent with the [Sustainability Action Plan](#), which identifies transportation electrification and expanded EV charging infrastructure as key strategies to reduce greenhouse gas emissions from the transportation sector and increase access to clean energy options (pp. 22, 24, 53). By clarifying land use regulations and facilitating the development of EV charging facilities, the amendment advances the City's adopted sustainability and transportation goals while maintaining land use compatibility and development standards.

Compliance with Colorado HB 24-1173

Colorado House Bill 24-1173 directs local governments to reduce barriers to the development of electric vehicle (EV) charging infrastructure by establishing clear, objective standards and administrative approval processes where practicable. The proposed amendment implements this direction by defining EV charging facilities as a

primary land use and allowing such facilities by right within commercial, mixed-use, and industrial zoning districts. The amendment also establishes an administrative review process for EV charging facilities, providing a predictable and efficient approval pathway while retaining compliance with applicable zoning and building code requirements.

Council Work Plan:

This amendment advances the City Council's Work Plan by supporting economic vitality and core services through clear, predictable development regulations, while furthering the City's environmental sustainability goals by facilitating expanded access to electric vehicle charging infrastructure in a manner consistent with adopted guiding documents and applicable City Code standards.

Fiscal Impact:

Not applicable. There is no fiscal / budget impact for this item.

Alternatives:

The City Council may approve, approve with amendments, or decline to adopt the ordinance amendment. Not adopting the ordinance may leave the City in violation of House Bill 24-1173, which may result in loss of eligibility for future state funding and create legal challenges for the City.

Recommendation:

Planning Commission Recommendation:

On January 8, 2026, the Planning Commission recommended approval of the proposed ordinance as written with Resolution 1, Series 2026. Video of that meeting is available [here](#).

Staff Recommendation:

Staff recommend approval of Ordinance No. 1917, Series 2026, amending Title 17 of the Louisville Municipal Code to allow electric vehicle charging stations as a primary land use in the City's nonresidential zoning districts and to provide for administrative approval of such facilities.

Attachments:

1. Ordinance No. 1917 Series 2026 EV Charging Station Updates (2nd Reading Amends)
2. PC Resolution 1 - EV Charging
3. CC Second Reading Presentation - EV charging 2.17.26

Second Reading Amendments

Ordinance No. 1917, Series 2026 is revised to read as follows (second reading amendments are shown in **bold underline** and ~~**bold strikeout**~~):

ORDINANCE NO. 1917 SERIES 2026

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ELECTRONIC ELECTRIC VEHICLE (“EV”) CHARGING STATIONS

WHEREAS, during the 2024 legislative session the Colorado General Assembly adopted House Bill 24-1173 (the “Act”), which requires City Council to either adopt a standard and process for ~~electronic~~ **electric** vehicle (“EV”) charging stations, adopt a local administrative process using objective standards that comply with the Act’s provisions, or adopt a resolution or ordinance **that** will rely on existing regulations rather than adopt new provisions in compliance with the Act; and

WHEREAS, the City Council finds the amendments to its current EV charging regulations advance the City’s environmental sustainability goals and meet the requirement in the Act for a local administrative process using objective standards that comply with the Act.

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

Section 1. The definition of *Electric Vehicle Charging Stations* (~~**ECVS**~~ **EVCS**) in Section 17.20.170.B of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.20.170 Electric vehicle charging infrastructure.

B. *Definitions.* The following definitions shall apply to this Section:

Electronic **Electric** vehicle charging stations (**EVCS**) means a designated parking space facility with parking spaces that is are provided with a dedicated branch circuit with wiring capable of supporting a minimum 40-ampere, 208/240-Volt circuit that terminates at a receptacle, plug, junction box, or an installed electric vehicle supply equipment within close proximity of the parking space. There shall be adequate reserved space in an electrical panelboard or switchboard to meet the electric vehicle requirements.

Section 2. Section 17.20.170.D of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.20.170 Electric vehicle charging infrastructure.

D. *Permitted locations.*

1. EVCS are permitted in every zoning district when accessory to a principal permitted use. Such stations located at single-family and designated multi-family units shall be private restricted use only.
2. ~~If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be considered an automotive fueling station for zoning purposes. Installation shall be located in zone districts which permit this use.~~

Section 3. Section 17.20.170.F of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.20.170 Electric vehicle charging infrastructure.

F. The requirements of this section shall be implemented through the building permit process and shall apply to:

1. All new construction, or ~~expansion or modification~~ projects for which a building permit has not been issued as of November 24, 2021; and
2. All planned unit developments for which a building permit has not been issued as of November 24, 2021, irrespective of whether such planned unit development was approved or approved and recorded prior to such date, unless a waiver was expressly granted through the planned unit development review process set forth in chapter 17.28.

Section 4. The Use Groups table in Section 17.12.030 of the Louisville Municipal Code is hereby amended by the addition of a new row for Electric Vehicle Charging Stations, to be inserted alphabetically with following rows to be renumbered, to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.12.030 Use groups.

Use Groups		Districts																	
		A	A-O	B-O	* AO-T	R-RR	SF-R	SF-E	R-R R-E R-L	SF-LD SF-MD SF-HD	R-M	R-H	C-N	C-C	C-B	I	** PCZD	***MU-R	****OS
66	<u>Electric vehicle charging stations</u>	R	<u>Yes</u>	<u>Yes</u>		<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>R</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>			

Section 5. Chapter 17.14, Table 1 of the Louisville Municipal Code is hereby amended by the addition of a new row for Electric Vehicle Charging Station for Principal Uses, to be inserted alphabetically, to read as follows (words added are underlined; words deleted are stricken):

TABLE 1: PRINCIPAL USES ALLOWED IN THE MIXED USE ZONE DISTRICTS		
Yes = Permitted By Right		No = Not Permitted
R = Permitted Subject to Special Review		
PRINCIPAL USES	CC	MU-R
Commercial Use Group		
Electric Vehicle Charging Station	Yes	Yes

Section 6. Section 17.72.090.B.22 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are stricken):

Sec. 17.72.090 Commercial and office.

B. *Uses permitted.* The following commercial and noncommercial uses may be permitted within any planning area designated as “commercial” on the adopted planned community development general plan:

22. ~~Reserved~~ Electric vehicle charging stations.

Section 7. Section 17.72.100 of the Louisville Municipal Code is hereby amended by the addition of a new subsection F to read as follows (words added are underlined; words deleted are stricken):

Sec. 17.72.100 Industrial 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:

F. Electric vehicle charging stations.

Section 8. Section 17.20.020 of the Louisville Municipal Code is hereby amended by the addition of a new subsection I to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.20.020 Parking standards designated for each use.

I. Electric vehicle charging stations as a primary use have no minimum parking requirements. Electric vehicle charging stations as an accessory use shall count towards any minimum parking requirements for the primary use.

Section 9. Section 17.20.170 of the Louisville Municipal Code is hereby amended by the addition of new subsections G and H to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.20.170 Electric vehicle charging infrastructure.

G. Electric vehicle charging stations as a primary use that require approval of a planned unit development may be approved by the Community Development Director provided that:

1. The application meets the criteria for approval of planned unit developments in Section 17.28.120 of this Code;
2. The application is not requesting any waivers or variances to any development or design standard set forth in this Code or the applicable design standards and guidelines;
3. The application does not exceed one (1) acre in size;
4. The Community Development Director has determined that the impacts from the application are minimal enough to not require public hearings as a planned unit development under Chapter 17.28.

H. Electric vehicle charging stations as an accessory use that require approval of a planned unit development amendment may be approved by the Community Development Director provided that:

1. The application meets the criteria for approval of planned unit developments in Section 17.28.120 of this Code;
2. The application is not requesting any waivers or variances to any development or design standard set forth in this Code or the applicable design standards and guidelines; and
3. The Community Development Director has determined that the impacts from the application are minimal enough to not require public hearings as a planned unit development under Chapter 17.28.

Section 10. Section 17.28.130 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken~~):

Sec. 17.28.130 Application procedure.

The procedure set out in Sections 17.28.140 through 17.28.230 shall be required for all planned unit development except that public hearings shall not be required for electric vehicle charging stations as a primary or accessory use that meet the requirements for administrative approval by the Community Development Director pursuant to Section 17.20.170.G or H of this Code.

Section 11. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 12. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 13. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED
PUBLISHED THIS ____ DAY OF _____, 2026.**

**PUBLIC HEARING AND SECOND READING WILL BE THE ____ DAY OF
_____, 2026, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET,
LOUISVILLE, CO 80027.**

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**PASSED AND ADOPTED ON SECOND AND FINAL READING, THIS ____ DAY
OF ____, 2026.**

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
KELLY PC

By: _____
Kathleen Kelly, City Attorney

**RESOLUTION NO. 1
SERIES 2026**

**A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING
TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ELECTRIC
VEHICLE (“EV”) CHARGING STATIONS**

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 24-1173 (the “Act”), which requires City Council to either adopt a standard and process for electronic vehicle (“EV”) charging stations, adopt a local administrative process using objective standards that comply with the Act’s provisions, or adopt a resolution or ordinance will rely on existing regulations rather than adopt new provisions in compliance with the Act; and

WHEREAS, the Planning Commission finds the amendments to the current EV charging regulations advance the City’s environmental sustainability goals and meet the requirement in the Act for a local administrative process using objective standards that comply with the Act; 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 address electric vehicle charging stations.

PASSED AND ADOPTED this 8th day of January, 2026.

By: 

Steve Brauneis, Chair
Planning Commission

Attest: 

Cullen Choi, Secretary
Planning Commission

City Council Second Reading Ordinance 1917 – EV Charging Facilities

March 3, 2026

Ordinance amending Title 17 to provide more clarity and flexibility for electric vehicle charging stations and comply with state law

Amendment Summary

- Addresses EV charging as a primary land use in nonresidential districts
- Establishes administrative approval process for certain EV charging land uses
- No changes to existing EV charging requirements (# required, type, etc.)



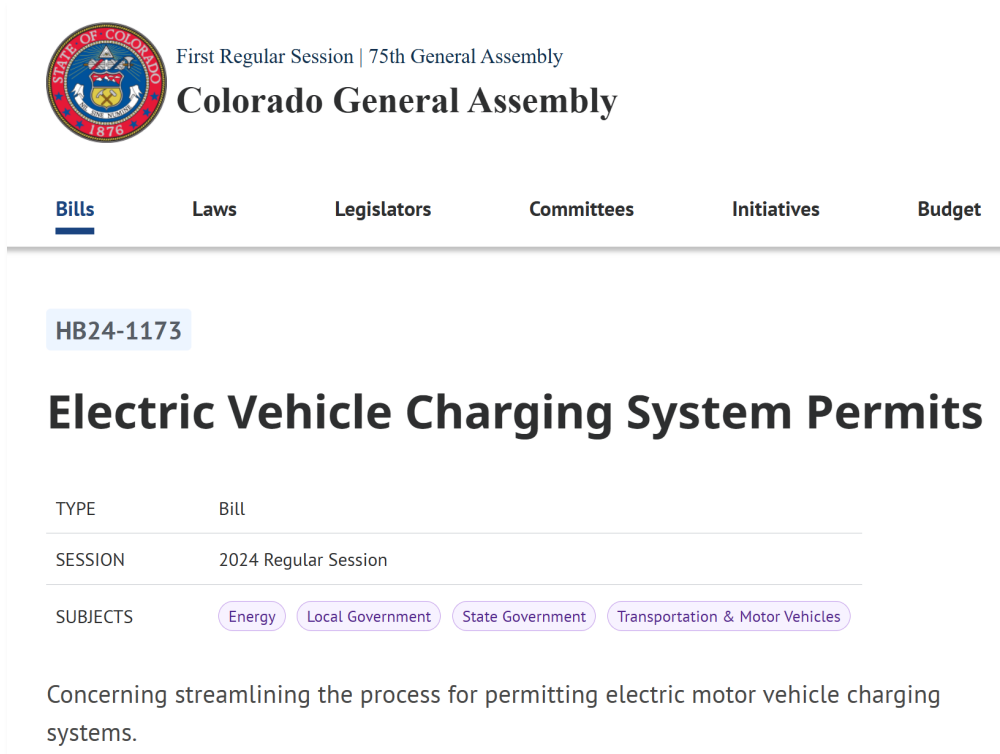
Example of accessory use



Example of primary use

Why This Amendment Is Needed

- EV charging infrastructure is evolving
- Current code provides limited guidance for EV charging as a primary land use vs accessory
- State law (HB 24-1173) requires action from City



The screenshot displays the Colorado General Assembly website for the First Regular Session of the 75th General Assembly. The header includes the state seal and navigation links for Bills, Laws, Legislators, Committees, Initiatives, and Budget. The 'Bills' section is active, showing Bill HB24-1173 titled 'Electric Vehicle Charging System Permits'. Below the title, a table lists the bill's details: TYPE (Bill), SESSION (2024 Regular Session), and SUBJECTS (Energy, Local Government, State Government, Transportation & Motor Vehicles). A description at the bottom states: 'Concerning streamlining the process for permitting electric motor vehicle charging systems.'

TYPE	Bill
SESSION	2024 Regular Session
SUBJECTS	Energy Local Government State Government Transportation & Motor Vehicles

Concerning streamlining the process for permitting electric motor vehicle charging systems.

Types of EV Charging Facilities

- Mostly accessory to retail, office, multifamily, or institutional uses
- Commonly located in existing or underutilized parking areas

As Accessory Use
(Currently allowed)



As Primary Use
(Currently restricted)



City Compliance Options

- Three compliance options under HB 24-1173:
 1. Adopt state model EV code in full
 2. Adopt locally tailored, objective regulations and an administrative review process for EV charging facilities
 3. Officially “opt out” of bill compliance via City Council resolution
- Staff are proposing option #2



HOUSE BILL 24-1173

BY REPRESENTATIVE(S) Valdez, Amabile, Brown, deGruy Kennedy, Epps, Froelich, Garcia, Hernandez, Herod, Jodeh, Joseph, Lieder, Lindsay, Mabrey, Mauro, Ortiz, Parenti, Rutinel, Story, Woodrow, Boesenecker, Kipp, McLachlan, Ricks, Sirota, Young, McCluskie; also SENATOR(S) Priola and Jaquez Lewis, Cutter, Fields, Hansen, Michaelson Jenet, Sullivan.

CONCERNING STREAMLINING THE PROCESS FOR PERMITTING ELECTRIC MOTOR VEHICLE CHARGING SYSTEMS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

(a) The transportation sector is a leading source of greenhouse gas emissions and pollution, and vehicle electrification is a key component in reducing greenhouse gas emissions in the transportation sector;

(b) According to the United States department of energy, an electric vehicle produces an average of less than one-fourth of the average emissions of a motor vehicle powered by an internal combustion engine

Current EV Charging Regulations

- EV charging required with development, regulations primarily address it as an *accessory* use
- No changes proposed to those requirements (e.g., # and type required)
- Limited regulations in current City code addressing EV charging as a *primary* land use

Issue with Current Code

- EV charging as a primary use classified as gas station
- Gas stations capped in # in Louisville (no more allowed)
- Result: EV charging as a primary use effectively not allowed

D. *Permitted locations.*

1. EVCS are permitted in every zoning district when accessory to a principal permitted use. Such stations located at single-family and designated multi-family units shall be private restricted use only.
2. If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be considered an automotive fueling station for zoning purposes. Installation shall be located in zone districts which permit this use.

Key Elements of the Proposal

- EV charging allowed by right as primary use in nonresidential districts
- Allow administrative review for certain PUDs with EV charging facilities
- No change to development/design standards that apply or the # of required EV parking spaces/facilities

Administrative Review Proposal

Under the proposed ordinance:

- A PUD for an EV charging station as a primary land use may be approved administratively if:
 - It is less than one acre
 - All development and design standards are being met – no requests for waivers, variances, etc.
- A PUD amendment for EV charging as an accessory use may be approved administratively if no waivers/variances requested
- The Community Development Director has discretion to require public hearings

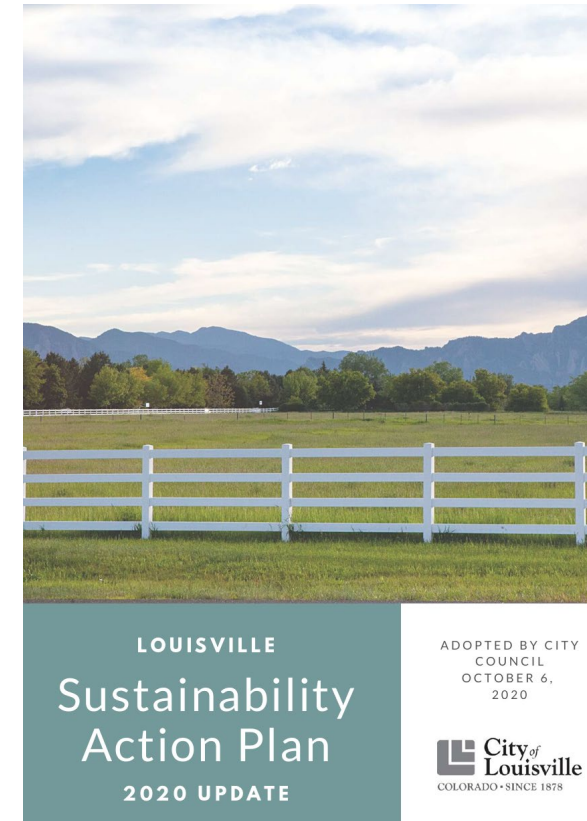
Land Use and Community Impacts

- Positive impacts: EV access and emissions reduction
- Less negative impacts than gas stations: minimal noise, odor, air quality, hazard risks, etc.



Consistency with City Policies

- Consistent with Sustainability Action Plan
- Supports transportation electrification
- Advances climate and sustainability goals



Staff Recommendation

Approval of Ordinance No. 1917, Series 2026, amending Title 17 of the Louisville Municipal Code to allow electric vehicle charging stations as a primary land use in the City's nonresidential zoning districts and to provide for administrative approval of such facilities.