

City Council

Agenda

Tuesday, June 2, 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, a spokesperson may be used 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. Resolution No. 50, Series 2026 — A Resolution Approving a Second Amendment to the Contract with the State of Colorado for the Police Department's Co-Responder Program
- B. Resolution No. 51, Series 2026 — A Resolution Approving a 2026 Affordable Housing Grant Program Funding Agreement
- C. Resolution No. 52, Series 2026 — A Resolution Approving the ConocoPhillips Campus General Development Plan, 3rd Amendment, to Allow an Alternate Method of Measurement for Building Height on Lot 1, Block 2, Redtail Ridge Filing No. 1 Subdivision Plat (900 Rockcross Drive).

6. Council Informational Comments and Committee Reports

7. City Manager's Report

8. Regular Business

- A. Resolution No. 53, Series 2026 — A Resolution of the City of Louisville, Colorado, Supporting the Front Range Passenger Rail District's Narrative Summary for the Proposed Louisville Station and the Development of Passenger Rail Service Along the Front Range
 This will be the only reading of this item and final action may be taken. There will be one round of public comment.
- B. Concept Plan — Southwest Corner of Paschal Dr. and Highway 42
 Concept Plans provide Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be one round of public comment. There will be no final decisions made on this item, and it may return at a later date for action by Council.
- C. Concept Plan — Centennial Parkway Affordable Housing Project
 Concept Plans provide Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be one round of public comment. There will be no final decisions made on this item, and it may return at a later date for action by Council.
- D. Ordinance No. 1927, Series 2026 — An Ordinance Amending Chapter 13.08 of the Louisville Municipal Code Concerning Metering of Water Usage in Mobile Home Parks — 1st Reading, Set Public Hearing
 1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.
- E. Ordinance No. 1925, Series 2026 — An Ordinance Amending The Fire Hardening Code for Structures in Chapter 15.70 of the Louisville Municipal Code to Allow Class B Composite Decking — 2nd Reading, Public Hearing
 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.
- F. Ordinance No. 1926, Series 2026 — An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1 — 2nd Reading, Public Hearing
 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 June 16, 2026 Meeting

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

- Coal Creek Golf Course Pond Relining Contract
 - Historic Preservation Grant — 733 McKinley Ave
 - Inclusionary Housing Ordinance — 1st Reading
 - Ordinance for Water Service to Mobile Home Parks — 2nd Reading
 - Discussion / Direction: Potential Ballot Measures for 2026
 - Revisions to the City's Financial Policies
 - Award Design Contract for CTC Lift Station Improvements — Phase 2
 - Grant License to Xcel for Undergrounding at 101 Cherry St.
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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](#)

Subject: Resolution No. 50, Series 2026 — A Resolution Approving a Second Amendment to the Contract with the State of Colorado for the Police Department's Co-Responder Program

Date: June 2, 2026

Prepared By: Rafael Gutierrez, Chief

Presented By: Rafael Gutierrez, Chief

Summary:

On March 5, 2024, Council approved an Intergovernmental Agreement (IGA) with Boulder County to contract mental health co-response services. The IGA provides for two mental health co-responders to be housed at the Louisville Police Department to support call response for those experiencing a mental health crisis. The program is entering its third year of service and has proven to be a valuable resource to the community and the department's operations. The Police Department sought grant funding opportunities in 2024 to help support the program. The police department was first awarded funding in the amount of \$230,872 for the State's Fiscal Year (FY) 2025 from the Colorado Department of Human Services Behavioral Health Administration. The department re-applied for the grant in 2025 and was again awarded funding for State FY 2026 in the amount of \$217,216. On April 9, 2026, the police department was notified the State of Colorado was seeking to renew our contract to again provide grant funding for State FY 2027 in the amount of \$215,000 for the co-responder program.

As part of this grant funding process, the State of Colorado Department of Human Services Behavioral Health Administration seeks a renewal of the contract with the City of Louisville via an amendment to the agreement and allow the city to continue to receive reimbursements for co-responder program costs for State FY 2027. The amendment updates the effective date and term to cover FY 2027 and adjusts the amount of the new funding. The police department budgeted for mental health services in year's past and these services will likely continue to be included in upcoming budget processes as a line item.

Background / Prior Discussions:

On March 5, 2024, the Council approved an inter-governmental agreement with Boulder County to contract for co-responder services based at the police department. The agreement provides for two mental health clinicians to support people experiencing mental health crisis via primary and secondary response models. This program supports police services and enhances capabilities. On May 21, 2024, the Council approved a contract with the State of Colorado Department of Human Services

Behavioral Health Administration to allow the city to receive reimbursement for co-responder program cost for State FY 2025.

Prior meeting packets:

[Louisville City Council meeting March 5, 2024 approval of IGA with Boulder County for co-response services.](#)

[Louisville City Council meeting May 21, 2024 approval of contract with the State of CO for grant reimbursement for co-response program.](#)

Development Proposal:

N/A

Analysis:

The proposed amended contract supports ongoing public safety services for community members who are experiencing a mental health crisis by connecting them to appropriate support services. This collaborative effort also enhances regional partnerships. The ability to obtain grant funding from the State to support co-responder services aids in offsetting costs incurred by the city organization and the police department.

Council Work Plan:

This proposal relates to Council's priority of providing reliable core services for the community, especially as it relates to public safety related resources.

Fiscal Impact:

This amendment supports the City's ability to seek reimbursement of up to \$215,000 for costs associated with the police department's co-responder program for State Fiscal Year 2027. Mental Health services are currently budgeted and will continue to be included in future budget planning processes. The anticipated costs of co-response services during the period covered by the grant funding is estimated to be \$248,000. The difference of \$33,000 will be paid by the City through funds that have already been budgeted.

Alternatives:

The alternative to approval of the amendment to the original agreement would be to fund the co-responder program solely through City resources alone and not seek reimbursement from the State for this program.

Recommendation:

Staff recommends approval of the amendment to the original agreement with the State of Colorado to support funding the co-responder program.

Attachments:

1. Resolution No. 50, Series 2026
2. Contract Amendment document -State of CO Dept. of Human Services & Behavioral Health and City of Louisville

**RESOLUTION NO. 50
SERIES 2026**

A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH THE STATE OF COLORADO FOR THE POLICE DEPARTMENT'S CO-RESPONDER PROGRAM

WHEREAS, the City and the State of Colorado previously entered into a Department of Human Services Contract dated June 6, 2024, and a first amendment thereto dated June 6, 2025, to provide funding for the Police Department's Co-Responder Program; and

WHEREAS, a second amendment to the Contract has been proposed to provide funding for the Co-Responder Program through June 30, 2027; and

WHEREAS, by this resolution the City Council desires to approve the second amendment and to authorize its execution.

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

Section 1. The City Council hereby approves the Contract Amendment #2 to the State of Colorado Department of Human Services Contract (the "Amendment") concerning funding for the Louisville Police Department's Co-Responder Program, in essentially the same form as the copy of such Amendment that accompanies this resolution.

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

PASSED AND ADOPTED this 2nd day of June 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Contract Amendment #2

Signature and Cover Page

<p>State Agency Colorado Department of Human Services Behavioral Health Administration</p> <p>Contractor City of Louisville Police Department</p> <p>Current Contract Maximum Amount</p> <p>Initial Term State Fiscal Year 2025 \$230,872.00</p> <p>Extension Terms State Fiscal Year 2026 \$217,216.00 State Fiscal Year 2027 \$215,000.00</p> <p>Total for All State Fiscal Years \$663,088.00</p>	<p>Original Contract Number 24 IBEH 189530</p> <p>Amendment Contract Number 27 IBEH 204131</p> <p>Contract Performance Beginning Date Jul 1, 2024</p> <p>Current Contract Expiration Date June 30, 2027</p>
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Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor
 City of Louisville

State of Colorado
 Jared S. Polis, Governor
 Colorado Department of Human Services
 Michelle Barnes, Executive Director

By: Christopher M Leh, Mayor

By: Stephanie Beasley, Commissioner
 Behavioral Health Administration

Date: _____

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
 Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios/Nina
 Douglass

Amendment Effective Date: _____

1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, whichever is later, and shall terminate on the termination of the Contract.

4. Purpose

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this amendment is to renew the contract for State Fiscal Year 2027. This amendment updates Exhibit A, Exhibit B, Exhibit C, and adds \$215,000.00 in new funding for FY27.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A, Statement of Work, with Exhibit A-1, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-2, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit C, Miscellaneous Provisions, with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 - Statement of Work

Article 1

Purpose and Target Population

1.1 Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs. Co-Responder Programs (“Programs”) create and foster partnerships between behavioral health professionals and law enforcement, in order to provide effective responses to individuals in crisis and those with behavioral health needs (mental health and/or substance use). Programs identify calls for police service where behavioral health appears to be a relevant factor and utilize the combined expertise of behavioral health and law enforcement to de-escalate situations, deflect individuals away from unnecessary criminal legal system involvement and hospitalization, and link individuals to appropriate services. The behavioral health clinician provides on-site screening and assessment, crisis intervention services, and referrals, as well as follow-up and connections to additional resources when necessary.

Taking population density and other available resources into consideration, the program and team structure vary between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches: a primary or secondary response model. A primary response is when the clinician is paired with an officer for a joint response, and the officer’s time is usually dedicated to the program. A secondary response is when the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer. In addition to law enforcement and behavioral health clinicians, Programs may include other components, such as additional first responder types (fire, EMS, etc.), case management, and peer support.

1.2 Target Population

Individuals who are brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the Contractor and their Program policies. This includes individuals at risk of low-level offenses, misdemeanor crimes, or repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Acronyms

- 2.1 **“BAA”** means Business Associate Agreement, as defined in Exhibit D - HIPAA Business Associate Agreement- Qualified Service Organization Addendum.
- 2.2 **“BHA”** means Behavioral Health Administration established in Section 27-50-102, C.R.S.
- 2.3 **“CDHS”** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.
- 2.4 **“Co-Responder Program”** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.
- 2.5 **“Contractor”** means individual or entity selected as a result of solicitation to complete the work contained in the Contract.
- 2.6 **“Critical Incident”** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.
- 2.7 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
- 2.8 **“Program”** means the Co-Responder program.
- 2.9 **“Program/Project Manager”** means the person responsible and accountable for managing the Contractor's Co-Responder Program.
- 2.10 **“Program Coordination Group”** means the group that oversees the Program's implementation and progress.
- 2.11 **“Project Director”** means the person who is employed by and has decision making authority for the Contractor, holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight.
- 2.12 **“RNR”** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.
- 2.13 **“Steering Committee”** means the group responsible for guiding changes and addressing issues related to the implementation and development of the Program.

Article 3 Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to the following:

- (a) Program personnel, project management, and community engagement.
- (b) Costs for temporary services and treatments necessary to stabilize a participant's condition, including necessary housing, when other funding is unavailable.
- (c) Outreach.
- (d) Specialized program training approved by BHA.
- (e) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
- (f) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
- (g) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

- (a) The Contractor shall provide BHA with an annual Work Plan, using the BHA-provided template, for review and approval.
 - i. DELIVERABLE: Annual Work Plan
 - ii. DUE DATE: Due 30 days from Contract Effective Date and annually thereafter
 - iii. DELIVERED TO: Program Manager

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of contract execution. At the end of this period, the Contractor is expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Contractor is unable to implement the program within three months, the Contractor will be placed on a performance improvement plan and shall work with BHA to draft and meet it.

3.5 Steering Committee

- (a) The Contractor shall develop and maintain a Steering Committee that meets at least biannually to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
- i. Lead law enforcement agency representative.
 - ii. Behavioral health service provider representative.
 - iii. Impacted individual and/or consumer or family member.
 - iv. Local hospital representative and;
 - v. Crisis Services representative.
- (b) The Contractor shall also include other entities in the Steering Committee, which, in its determination, are integral to the success of the Program. Entities may include, but are not limited to, prosecutors, jail administrators, advocacy groups, and harm reduction agencies.
- (c) The Steering Committee shall be charged with the following:
- i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
 - ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
 - iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving, and design modifications throughout the life of the Program.
 - iv. To designate appropriate staff to make up a Program Coordination Group.
 - v. To identify and resolve or reduce the impact of any barriers to the Program's success.
 - vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
 - 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
 - 2) DUE DATE: Sixty (60) days after contract execution and as updated
 - 3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.6 Program Coordination Group

- (a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If creating two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.
- (b) The Program Coordination Group shall:
 - i. Oversee officer and Program training implementation, as specified in Article 3.12 below.
 - ii. Measure the Program's progress toward achieving stated goals.
 - iii. Resolve ongoing challenges to the Program's effectiveness; and
 - iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.
- (c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.
 - 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
 - 2) DUE DATE: Sixty (60) days after contract execution and as updated
 - 3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.7 Program/Project Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Manager is the point person for BHA throughout the life of the contract. The Contractor shall notify BHA by email of any changes to the Manager's contact information within one business day of the change.

3.8 Project Director

If the Manager is not employed within the Contractor's agency or does not have the necessary decision making authority, the Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight. The Contractor shall notify BHA via email of any changes to the Project Director's contact information within one business day of the change. If the Manager has

the necessary authority within the Contractor's agency, the Project Director role may be the same person.

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies, or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

- (a) DELIVERABLE: Partnership Agreement(s)
- (b) DUE DATE: Upon execution of a partnership agreement(s)
- (c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.10 Data Sharing Agreements

The Contractor shall ensure that a data-sharing Business Associates Agreement ("BAA") is developed and implemented between the partner agencies, as required by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

- (a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
- (b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Article 3.11, to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed-upon revisions in the final policies and procedures.
 - i. DELIVERABLE: Program Policies and Procedures Document
 - ii. DUE DATE: Draft document due to BHA ninety (90) days from initial Contract Effective Date. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes
 - iii. DELIVERED TO: BHA Program Manager shall provide email address during contract execution process.

- (c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.
- i. Target Population and Eligibility Criteria
The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to and contacted by the Program, including the types of calls for service and the general circumstances that warrant a co-response engagement. The Contractor shall include the Target Population criteria outlined in Article 1.2 in the Program target population and eligibility criteria.
 - ii. Call Taker and Dispatcher
The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:
 - 1) The specific information call takers must gather from calls.
 - 2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
 - 3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.
 - 4) Call types that Co-Responder Teams will respond to and the process by which dispatchers request deployment of the Co-Responder team to active calls for service.
- (d) Stabilization, Observation, and Disposition
The Contractor shall develop policies and procedures to help guide law enforcement officers and behavioral health Co-Responders to resolve encounters with the least restrictive environment appropriate for the circumstances.
- (e) Transportation and Custodial Transfer
The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:
- i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

- ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
- iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Article 3.19.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA Program Manager, and other required Program meetings and training throughout the term of the Program.

- i. DELIVERABLE: Monthly Program Progress Status meetings
- ii. DUE DATE: Monthly (day and time shall be mutually agreed upon after contract execution)
- iii. DELIVERED TO: BHA Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers who have received training about the Program that is sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other internal and external stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit copies of all their subcontracts related to this project within thirty (30) days of subcontract execution. In the event of the termination of a partnership with a subcontractor related to service provision of this project, the Contractor shall transition to a new partnership or hire personnel within the Contractor's agency no later than thirty (30) days from termination to ensure continuity of service for participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) DELIVERABLE: Subcontractor Executed Copies

(b) DUE DATE: Upon execution of subcontracts

(c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Data Collections and Program Outcomes

The Contractor shall collect data, measure outcomes, and report Program outcomes to the State, using the BHA data collection form, to assist in determining the effectiveness of the Program. The Contractor shall provide the BHA Program Manager with the email(s) of the Program personnel who are responsible for the monthly data submission for inclusion on the Secure Uploader whitelist. The URL for the Secure Uploader is listed on the data collection form and may be requested from the BHA Program Manager

(a) Deliverable Report Title: Monthly data reporting

(b) Deadline: Fifteen (15) days after the end of the reporting month

(c) Deliverable Submission: Upload completed data template monthly via the BHA Secure Uploader

Article 4
Deliverables

4.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified.

Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

Deliverable	Deadline	Statement of Work Reference
Revised Work Plan (On a template provided by BHA)	Due 30 days from Contract Effective Date and annually thereafter	Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	Article 3.11
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Article 3.9
Monthly Progress Status Meeting (Mutually agreed upon day/time via Google Meet)	Monthly	Article 3.12
Data reporting (Using BHA provided template and submitted through Secure Uploader)	Fifteen (15) days after the end of the reporting month	Article 3.20
Subcontract(s) copies	Upon execution of subcontract(s)	Article 3.18
Steering Committee and Program Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Articles 3.5 and 3.6

Article 5
Performance Outcome Measures

5.1 Measure: Number of calls for service and referrals received and responded to by Program

Outcome Goal: Of the total number of Program calls for service and referrals, 70% or more will receive a response.

5.2 Measure: Number of calls that do not result in arrest.

Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

5.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.

Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.



COLORADO
Behavioral Health Administration

Exhibit B-2: FY27 Annual Budget

BHA Program	Co-Responder Program		
Agency Name	City of Louisville Police Department	Program Contact Name, Title	Rafael Gutierrez, Chief of Police
		Phone	303-335-4633
		Email	rgutierrez@louisvilleco.gov
Budget Period	07/01/2026-06/30/2027	Fiscal Contact Name, Title	Ryder Bailey, Director of Finance
		Phone	303-335-4505
		Email	rbailey@louisvilleco.gov
Project Name	Louisville Mental Health Co-Responder Program Partnership	Date Completed	4/13/2026

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

Expenditure Categories					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					\$ -
Total Personnel Services (including fringe benefits)					\$ -
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Boulder County Community Services Mental Health Co-Responder	<u>Personnel Costs</u> - Provides primary and secondary responses to mental health related calls for service received by local police department. Provides on-scene support, referrals, and follow-up clinical case management for people experiencing mental health crisis. Full time employee salaries and fringe benefits for work at minimum of 40 hours per week per employee (2 FTE) (contracted through Boulder County Community Services).	\$ 17,466.67	12	\$ 209,600.04	
Boulder County Community Services Mental Health Co-Responder	Monthly mileage reimbursement for co-responders at \$150/month per responder	\$ 300.00	12	\$ 3,600.00	
Boulder County Community Services Mental Health Co-Responder	Cellular phones for co-responder calls, follow-up, referrals, and work related communication	\$ 150.00	12	\$ 1,800.00	
Total Contractors/Consultants					\$ 215,000.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Travel					\$ -
Supplies & Operating Expenses					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
Total Supplies & Operating Expenses					\$ -

TOTAL DIRECT COSTS (TDC)			\$ 215,000.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196			
	Subaward in excess of \$50,000	\$	-
	Rent	\$	-
	Equipment	\$	-
	Other	\$	-
	Total Expenses per OMB 2CFR § 200	\$	-
MODIFIED TOTAL DIRECT COSTS (MTDC)			\$ 215,000.00
Indirect Costs			Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested from
			\$ -
		Total Indirect	\$ -
TOTAL Request			\$ 215,000.00

Exhibit C-1 - Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations.

All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than fifteen business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.

2. Press Releases.

All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.

3. Marketing Materials.

Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five business days

4. All Other Documents.

All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.

5. Opinion of BHA.

BHA may require the Contractor to add language to documents that mention BHA reading: “The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration.”

C. Start-Up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures or Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Procurement Requirement

The Contractor shall comply with all the provisions and requirements of RFP 2025*152 and with Contractor’s solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent

possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).

2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
 3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
 4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
 - a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
 5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
 - b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
 - c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.
- I. Cultural Responsiveness in Service Delivery
1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement

strategies to decrease the disparities in access, service use, and outcomes— both within those subpopulations and in comparison to the general population.

2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/clas/standards>

J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

1. Monthly or quarterly monitoring calls

2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
 3. Routine programmatic reports
 4. Technical assistance and training
 5. Site visits
- II. Use of Subcontracts
- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
 - B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
 - C. Any subcontract for services must include, at a minimum, the following:
 - D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within thirty days of subcontract execution.
 1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit
 4. A copy of this Contract and all its terms and conditions
 - E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
 - F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than thirty days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in Exhibit B, "Budget." If federal grant dollars, the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent (10%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.

8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.

Subject: Resolution No. 51, Series 2026 — A Resolution Approving a 2026 Affordable Housing Grant Program Funding Agreement

Date: June 2, 2026

Prepared By: Diana Langley, City Manager
Samma Fox, Deputy City Manager

Presented By: Diana Langley, City Manager

Summary:

The Boulder County Affordable and Attainable Housing Tax, or AAHT, is for the purpose of funding affordable and attainable housing and related housing support services within the County of Boulder. The attached funding agreement covers 2026 funds and designated projects within Louisville, which will be administered by Boulder County Housing Authority (BCHA) via the sub-recipient agreement.

Background / Prior Discussions:

In 2023, Boulder County Voters approved County Ballot Issue 1B, “Affordable Housing Extension,” approving the extension of 0.185% sales and use tax for fifteen years (from January 1, 2025, through December 31, 2039) for the purposes of funding affordable and attainable housing and related housing support services within Boulder County. The County set aside funds from the AAHT for the creation and development of new affordable housing units within the boundaries of its jurisdiction and to fund capital projects in Boulder County meeting criteria established by the Board of County Commissioners (BOCC) and consistent with Boulder County Resolution 2023-070 (the “Affordable Housing Grant Program”).

The BOCC established an Affordable Housing Development Fund Advisory Committee (“Committee”) to provide advisory support related to AAHT funds used for capital projects located within unincorporated Boulder County or municipalities other than Longmont and Boulder. Interim City Manager Fox sat on this committee when it began, and City Manager Langley is now Louisville’s representative.

The Committee, working with BCHA, has recommended and the BOCC has approved, funding for 2026 capital projects.

Development Proposal:

N/A

Analysis:

Louisville staff worked with the Committee and BCHA to determine project prioritizations and supports the following AAHT Funding for 2026:

- Hillside Square Rehabilitation (13 units) – 502, 506, 516 W. S Boulder Road - \$448,136 – Property upgrades

Hillside Square is a BCHA site, and the project, along with grant reporting will be done by BCHA. The scope of work includes exterior and infrastructure upgrades such as replacing siding, installing new windows and exterior doors, repairing the driveway, trimming trees, attic and crawlspace insulation upgrades, and improved lighting throughout the property.

Council Work Plan:

This work directly aligns with the City Council’s Housing priority in its improvement of existing sites and movement towards new units.

Fiscal Impact:

Not applicable. There is no fiscal / budget impact for this item.
This is grant funding from Boulder County that will pass through to BCHA.

Alternatives:

Do not approve the grant and return the AAHT funding for other affordable housing projects in Boulder County.

Recommendation:

Staff recommends approval of Resolution No. 51, Series 2026, approving the 2026 Affordable Housing Grant Program Funding Agreement.

Attachments:

1. Resolution No. 51, Series 2026
2. 2026_BCHA_Affordable_Housing_Grant_Program_Fundin

**RESOLUTION NO. 51
SERIES 2026**

**A RESOLUTION APPROVING A 2026 AFFORDABLE HOUSING GRANT PROGRAM
FUNDING AGREEMENT**

WHEREAS, Boulder County has set aside certain moneys from its Affordable and Attainable Housing Tax revenues for the creation and development of new affordable housing units within the County, and specifically, to fund capital projects in the County meeting criteria established by the Board of County Commissioners for its Affordable Housing Grant Program; and

WHEREAS, Boulder County has approved a funding request to support certain City projects as are set forth in Exhibit A to the 2026 Affordable Housing Grant Program Funding Agreement, a copy of which accompanies this resolution; and

WHEREAS, the 2026 Affordable Housing Grant Program Funding Agreement designates that the Boulder County Housing Authority (BCHA) will be the direct recipient of the funds and executing the Agreement authorizes BCHA to expend the funds on Louisville’s behalf to complete the projects set forth in Exhibit A to the Funding Agreement; and

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

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

Section 1. The City Council hereby approves the 2026 Affordable Housing Grant Project Funding Agreement in substantially the same form as the copy of such Agreement accompanying this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Boulder County 2026 Affordable Housing Grant Program Funding Agreement

SUMMARY	
Contract Identification	
Oracle Number	800302
Accounting String	AFT1 Affordable and Attainable Housing SUT
Agreement Name	BCHA-HD-AAHT Hillside Square Louisville
Funding Cycle	2026
County Information	
Office or Department	Board of County Commissioners
Mailing Address	P.O. Box 471, Boulder CO 80306
Email to Submit Reports	malexander@bouldercounty.gov
County Contact Name and Email	Michelle Alexander malexander@bouldercounty.gov
Recipient Information	
Legal Name	Boulder County Housing Authority
Mailing Address	P.O. Box 471, Boulder CO 80306
Signature Name and Email	Susana Lopez-Baker slopez-baker@bouldercounty.gov
Other Contact Name and Email	n/a
Term	
Start Date	April 17, 2026
Expiration Date	December 31, 2028
Amount	
Funding Amount (not to exceed)	\$448,136.00
Agreement Documents	
Exhibit A – Project Details & Use of Funds Exhibit B – Reporting Requirements Exhibit C – Procurement & Cost Principles	

THIS Funding Agreement ("Agreement") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic ("County") and the Boulder County Housing Authority, a public body, corporate and politic ("Recipient"). County and Recipient are each a "Party," and together, the "Parties."

RECITALS

A. The County has authority to enter into this Agreement pursuant to Board of County Commissioners' Resolution No. 2023-070 and 2023 County Ballot Issue 1B, "Affordable Housing Extension," adopted by voters of the County of Boulder in November of 2023, approving the extension of a 0.185% sales and use tax for fifteen years (from January 1, 2025 through December

31, 2039) for the purposes of funding affordable and attainable housing and related housing support services within the County of Boulder (the “Affordable and Attainable Housing Tax” or “AAHT”).

B. The County has set aside certain moneys from the Affordable and Attainable Housing Tax revenues for the creation and development of new affordable housing units within the boundaries of its jurisdiction, and specifically, to fund capital projects in the County of Boulder meeting criteria established by the Board of County Commissioners (the “Board”) and consistent with Resolution 2023-070 (the “Affordable Housing Grant Program”).

C. The Board has established an Affordable Housing Development Fund Advisory Committee (“Committee”) to provide advisory support related to Affordable Housing Grant Program funds that will be used for capital projects located within unincorporated Boulder County or any municipality therein other than the Cities of Longmont and Boulder.

D. The Committee has recommended, and the BOCC has approved, funding to the City of Louisville, a Colorado home rule municipality (the “City”), for the capital project described in further detail on Exhibit A – Project Details & Use of Funds (the “Project”).

E. Because Recipient serves as the local housing authority for the City, the City has asked for the Funding Amount to be disbursed directly to Recipient for purposes of undertaking the Project.

AGREEMENT

1. **Incorporation into Agreement.** The Summary, Recitals, and Agreement Documents are incorporated into this Agreement.
2. **Use of Funds.** Recipient will cause the Funding Amount, and any interest generated therefrom, to be used solely for the purpose(s) set forth on Exhibit A and in compliance with the terms of this Agreement. The Funding Amount may not be used (a) to replace another source of funding that is appropriated, allocated or otherwise available to support the Project or (b) make payments to a jurisdiction for purposes of relieving performance obligations related to development of affordable housing.
3. **Term.** The term of this Agreement begins on the Start Date and is in effect for one year following the Completion Date.
4. **Payment of Grant Funding.** County will disperse the Funding Amount in accordance with Exhibit A – Project Details & Use of Funds.
5. **Project Partners.** Recipient may transfer the Funding Amount to a third-party governmental entity or nonprofit affordable housing provider for purposes of undertaking the Project in strict compliance with this Agreement (“Project Partner”) only if Recipient (a) causes the Project Partner to comply with the terms of this Agreement, and (b) remains liable to the County for all obligations hereunder.
6. **Affordability Covenant.** Project is currently deed restricted under terms satisfactory to the County.
7. **Records.** During the term of this Agreement and for five years thereafter, Recipient must collect and retain adequate documentation and reasonable records related in any manner to this Agreement and the Project, including supporting documentation for all expenditures of the Funding Amount, contracts, purchase orders, invoices, records, communications, financial

statements, notes and other written materials, electronic media files, and communications (“Project Records”)

8. Monitoring. County may access, audit, review and copy Project Records at any time for purposes of confirming compliance with this Agreement. County may conduct periodic site visits of the Project at reasonable times and upon at least 72 hours advance notice for purposes of confirming compliance with this Agreement.

9. Event of Default. An “Event of Default” will occur if:

- a. Recipient fails to perform any of its obligations under, or otherwise comply with the terms of, this Agreement and does not cure such failure within 30 days after County provides written notice specifying the non-compliance;
- b. All or any part of Recipient’s or a Project Partner’s interest in the Project is transferred without the County’s prior written consent;
- c. Recipient or Project Partner files a petition for any proceedings under federal or state bankruptcy acts or other similar-type proceedings seeking protection from creditors that is not dismissed within 120 days thereafter; or
- d. Recipient or Project Partner assigns any interest in the Project for the benefit of creditors, except for mortgages or deeds of trust given as security for one or more loans obtained to finance the Project or from time to time in the ordinary course of business.

10. Remedies for Non-Compliance: In an Event of Default, County may, in its sole discretion and in addition to any remedies available at law or in equity, terminate this Agreement, require repayment to County of all or any part of the Funding Amount and determine that Recipient is ineligible to apply for future funds from the Affordable Housing Grant Program.

11. Future Awards: Disbursement of the Funding Amount is no indication that Recipient or the Project will benefit from future awards of Affordable Housing Grant Program funding or any other County funds.

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

13. Indemnity: To the extent permitted by law, Recipient will indemnify and hold harmless the County, its elected officials, appointed department heads, employees, agents and representatives (the “indemnified parties”), from liability resulting from a third party claim brought against any of the indemnified parties to the extent arising out of the negligent actions or omissions of, or breach of this Funding Agreement by, Recipient, a Project Partner, or either of their employees, agents or representatives, or persons acting under its direction or control.

14. Liability: Each Party is responsible for its negligent acts or omissions, and those of its elected officials, department heads, officers, agents, employees, and representatives with respect to its obligations under this Agreement.

15. Communications: All communications under this Agreement must be in writing and sent to the other Party’s Contact at the mailing address or email address specified in the Summary.

All U.S. Mail must be sent via certified Mail. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail, notice periods will begin to run on the date of delivery

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

17. Assignment: Except as otherwise set forth herein, this Agreement may not be assigned or subcontracted without written consent of County.

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

19. Statutory Requirements: This Agreement is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado.

20. No Waiver: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.

21. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

22. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

23. Conflict of Provisions: If there is any conflict between the terms of the main body of this Agreement and the terms of any of the Agreement Documents, the terms of the main body of the Agreement will control.

24. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of the County's or Recipient's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

25. Representations and Warranties: Recipient represents and warrants the following:

- a. Execution of this Agreement and performance of its obligations are within Recipient's duly authorized powers;
- b. The individual executing this Agreement is authorized to do so by Recipient; and
- c. Recipient is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Recipient.

26. Legal Compliance: Recipient will comply with all applicable Federal, State, and local laws, regulations, ordinances, and codes.

27. Publicity Releases: Recipient and County may issue press releases, respond to comments, and provide other public information relevant to this Agreement and will communicate in advance to the extent practicable.

28. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Agreement in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

[SIGNATURE PAGE TO FOLLOW]

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

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Recipient
Signature:	Signature:
Name: Susana Lopez-Baker	Name: Susana Lopez-Baker
Title:	Title:
Date:	Date:

CONSENTED TO BY:

**CITY OF LOUISVILLE,
a Colorado home rule city**

Diana Langley
City Manager
Date:

APPROVED

By Boulder County Attorney (apg) APPROVED as to FORM at 12:11 pm, Apr 17, 2026

EXHIBIT A
PROJECT DETAILS & USE OF FUNDS

Project: Hillside Square Rehabilitation

The property will undergo a series of improvements designed to enhance its appearance, functionality, and safety. Exterior and infrastructure upgrades will include replacing the Hardie siding and fascia, as well as installing new windows and exterior doors to improve durability and curb appeal. To complement these changes, site improvements will focus on repairing the driveway and trimming trees to create a cleaner, more accessible environment. In addition, efficiency and safety enhancements will be implemented through attic and crawlspace insulation upgrades, along with improved lighting throughout the property. Finally, additional repairs will address critical systems and features, including plumbing system upgrades and repairs to the chain-link fence, ensuring the property remains secure and fully operational.

Address: 502,506,516 W. S Boulder Road, Louisville CO. 80027

Total Units:13

Energy Efficiency designations or additions outside of building code requirements: See above

Affordability / Target Population(s)

All Units - 31-60% AMI

The Project must be completed no later than December 31, 2027 (“Completion Date”).

Use of Funds:

Funding Amount may only be used for capital expenditures (a) directly related to the Project, (b) in accordance with the terms of this Agreement, including the budget set forth below, and (c) incurred between the Start Date and Expenditure Date (defined below).

\$448,136.00

No material changes may be made to the budget without the County’s consent.

Funding amount must be fully expended no later than 24 months following disbursement (“Expenditure Date”).

Funding Conditions: The County will disburse the Funding Amount to Recipient following delivery to County of the following:

1. Executed copy of this Agreement;
2. Copy of the Recipient’s W-9 Form;
3. Evidence of insurance coverage as required by Section 12;
4. Any other requirements requested in writing by the County to the Recipient prior to the execution of this Agreement.

EXHIBIT B REPORTING REQUIREMENTS

1. By January 31st of each calendar year following year one, Recipient must deliver to County:
 - a. An annual report that includes:
 - Project status, including permitting and entitlement progress;
 - Project budget, including sources and uses statement, municipal funds, dollars leveraged, other subsidies or financial incentives utilized, non-subsidized funding
 - Estimated timeline for full deployment of Funding Amount
 - Demographic Data, including community demographic data broken down by race/ethnicity, number of clients expected to be served by each funded project, broken down by race/ethnicity
 - Evidence of Recipient's continuing commitment to the Project and increase in overall availability of affordable housing in its jurisdiction, including:
 - Incentives (including fee waivers) made available by the Recipient to support the development of affordable housing;
 - To the extent inclusionary housing requirements are in place within Recipient's jurisdiction, number of units for which fee was paid by a developer in lieu of providing such unit
 - Progress toward completion of 12% affordable housing goal within the jurisdiction
 - All expenditures of the Funding Amount made to date accompanied by supporting documentation that sufficiently demonstrates compliance with this Agreement, as determined by the County in its discretion.
 - Other Project-related information as reasonably requested by County
 - A completed Housing Assessment for its jurisdiction.
 - b. Written certification of compliance with this Agreement and the Affordable Housing Grant Program terms and conditions in a form acceptable to the County
2. No later than one month after the Expenditure Date, Recipient must provide County with sufficient documentation that the Funding Amount has been fully expended in the Project.
3. No later than one month after the Completion Date, Recipient must deliver sufficient evidence of Project Completion to the County.
4. Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to the Project or Recipient's ability to perform its obligations hereunder, Recipient will notify the County of such action and deliver to County copies of such pleadings.
5. If the Recipient becomes aware of any situation, event, or condition which, to the best of its knowledge, may result in noncompliance of the Project or the Recipient with this Agreement, the Recipient will promptly give written notice thereof to the County.

EXHIBIT C COST PRINCIPLES & PROCUREMENT

COST PRINCIPALS

All Funding Amount expenditures must be made in accordance with the following cost principles requirements:

- All expenditures must be adequately documented and made in a cost-effective manner.
- Costs must be reasonable, meaning that, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Other applicable guidance for cost-reasonableness includes whether the cost is of a type generally recognized as ordinary and necessary for operation or proper performance; sound and prudent business practices; market prices for the geographic area; and awardee's established practices and policies (see, for example, 2 CFR 200.404);
- Costs must be allowable, meaning that it is necessary and reasonable for the completion of the Project, consistent with applicable law, policy, and procedures; accorded consistent treatment and determined in accordance with generally accepted accounting principles (GAAP); and otherwise complies with the terms of this Agreement.

PROCUREMENT

- The Funding Amount may be used to pay third-party contractors performing work on the Project so long as Recipient causes use of (1) its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations or (2) Boulder County's documented procurement and contracting procedures.
- Recipient will cause all third-party contractors to (a) maintain safety precautions and programs in connection with their work on the Project to ensure a safe worksite and (b) pay all employees and subcontractors engaged in the performance of work on the Project competitive rates that are consistent with industry standards and reflective of the prevailing wages for similar work within the geographic area where the work is performed.

Certificate Of Completion

Envelope Id: 16475720-1825-8F00-80D1-43A5B9A8E269	Status: Sent
Subject: BCHA Affordable Housing Grant Program Funding Agreement for Hillside Square Louisville, \$448,136.00	
Type of Document:	
E/O DH Signed Contract	
Department/Office: Oracle	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Candice Long
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	clong@bouldercounty.org
	IP Address: 169.155.149.42

Record Tracking

Status: Original	Holder: Candice Long	Location: DocuSign
4/29/2026 4:48:30 PM	clong@bouldercounty.org	
Security Appliance Status: Connected	Pool: StateLocal	

Signer Events

Signature	Timestamp
Diana Langley	Sent: 4/29/2026 4:52:04 PM
dlangle@louisvilleco.gov	Viewed: 5/1/2026 2:19:39 PM
City Manager	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Susana Lopez-Baker
slopez-baker@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Susana Lopez-Baker
slopez-baker@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Michelle Alexander
malexander@bouldercounty.org
Security Level: Email, Account Authentication (None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shellane Hoffman
38886@bouldercounty.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/29/2026 4:52:04 PM
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Payment Events	Status	Timestamps
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Subject: Resolution No. 52, Series 2026 — A Resolution Approving the ConocoPhillips Campus General Development Plan, 3rd Amendment, to Allow an Alternate Method of Measurement for Building Height on Lot 1, Block 2, Redtail Ridge Filing No. 1 Subdivision Plat (900 Rockcross Drive).

Date: June 2, 2026

Prepared By: Matt Post, Planner III

Presented By: Matt Post, Planner III

Summary:

The applicant, SmithGroup, on behalf of AdventHealth Avista, proposes the ConocoPhillips Campus General Development Plan (GDP), 3rd Amendment in support of plans for a hospital and medical office building (MOB) on 39.9 acres at 900 Rockcross Drive (“hospital parcel”) within the Redtail Ridge development area. The proposed GDP amendment establishes an alternate method of measurement for building height, allowing height to be measured from approved finished floor elevation (FFE) rather than average grade based on the approved overlot grading plan, as otherwise required by Louisville Municipal Code (LMC) Sec. 17.16.090. Finished floor elevation (FFE) is generally defined as the elevation of the top surface of the finished ground floor of a structure. Although a previous GDP amendment (ConocoPhillips Campus GDP, 1st Amendment) was approved to establish specific height and massing standards for the hospital’s planned development, issues arose during final design that resulted in the need for this amendment to accommodate the final design of the hospital.

This GDP amendment was reviewed and approved by the Community Development Director pursuant to Louisville Municipal Code (LMC) Sec. 17.72.060.B, which allows the Community Development Director to permit amendments to a GDP, when such amendment will not affect an increase in the permitted gross density of dwelling units or result in a change in character of the overall development plan.

LMC Sec. 17.72.060.B further requires that administratively approved GDP amendments be forwarded to City Council for approval prior to the amendment becoming effective, which is the purpose of this report and resolution.

If the City Council determines that the administratively approved GDP amendment should instead proceed through the formal amendment process, the City Council may remove the item from the consent agenda and direct that the amendment be processed pursuant to LMC Sec. 17.72.060.A. The formal amendment process would require quasi-judicial public hearings before the Planning Commission and City Council. In that instance, the City Council should avoid discussion regarding the merits of the amendment request or associated development application outside of a noticed quasi-judicial public hearing.

Background / Prior Discussions:

In 2010, the City approved the original ConocoPhillips Campus GDP, rezoning to PCZD-C, and

associated subdivision and PUD approvals establishing the overall development framework for the campus. The original development was not constructed and the preliminary approvals later expired.

In 2024, the City approved the Redtail Ridge Final Plat implementing the GDP framework, including public land dedication, roadway extensions, utility infrastructure, and development parcels. Horizontal infrastructure construction is currently underway.

In October 2025, the City approved the ConocoPhillips Campus GDP, 1st Amendment, which reallocated development density from the existing Avista hospital campus, added hospitals and medical office buildings as permitted uses, and established three building height zones (three-, four-, and five-story) with corresponding maximum height allowances for buildings, parapets, and mechanical screening elements to accommodate the functional needs of medical use development. Additional massing and design standards included required 15-foot step-backs for building elements above 45 feet on the primary building façade, a limitation that upper-story elements not exceed 50 percent of the lower-level footprint, provisions for architectural projections and defining architectural elements with required depth variation, and a requirement that rooftop enclosures be set back a minimum of 10 feet from building edges.

In February 2026, City Council approved the ConocoPhillips Campus GDP, 2nd Amendment, applying enhanced industrial design standards to portions of the Redtail Ridge development area. This amendment did not apply to or affect the subject property.

On May 14, 2026, the Planning Commission reviewed and approved an associated PUD and SRU application, with conditions, for this proposed hospital and medical office building development, reflecting building heights consistent with the administratively approved ConocoPhillips Campus GDP, 3rd Amendment, which is the subject of this report and resolution.

Development Proposal:

The ConocoPhillips Campus GDP, 3rd Amendment establishes an alternate method of measurement for building height on the subject property. The amendment allows building height to be measured from the approved FFE of each structure rather than from average grade, as otherwise required by LMC Sec. 17.16.090, which measures building height from the average natural grade at the highest and lowest exterior corners of the structure.

The amendment is requested to address site topography and resulting grade conditions that cause portions of the proposed hospital and MOB to exceed previously approved height limitations when measured from average grade. The amendment applies only to the hospital parcel and does not modify the development framework, permitted land uses, overall building massing, density, or site layout established under the existing GDP.

As proposed, the hospital building complies with the applicable GDP massing and design standards, including the required 15-foot upper-level stepback on the primary façade for portions of the building exceeding 45 feet in height and limitations on upper-story floorplate footprints. The proposed hospital building is five stories in height. When height is measured using the average grade method of measurement, the proposed hospital building elements reach a maximum height of 87.61 feet to the top of roofing materials, 92.19 feet to the top of the parapet, and 104.86 feet to the top of mechanical screening. Under the existing GDP, the maximum permitted heights are 85 feet to the top of roofing materials, 90 feet to the top of the parapet, and 105 feet to the top of mechanical screening (5-story zone).

As proposed, the MOB complies with all massing and design standards. When height is measured using the average grade method of measurement, the proposed MOB elements reach a maximum

height of 48.53 to the top of roofing materials, 52.03 feet to the top of the parapet, and 61.53 feet to the top of the mechanical screen. Under the existing GDP, the maximum permitted heights are 45 feet to the top of roofing materials, 50 feet to the top of the parapet, and 65 feet to the top of mechanical screening (3-story zone).

Application of the proposed FFE method of measurement results in an effective increase in permitted building height when compared to the existing average grade method of measurement. The hospital building reflects a 2.86-foot increase, while the MOB reflects a 3.53-foot increase. The following tables compare the existing GDP height limits, and height measurements using the average grade method and FFE method, including the difference in height.

Hospital Building Height Comparison (5-Story Height Zone)				
Height Measurement	Maximum Permitted Height	Average Grade Measurement	FFE Measurement	Delta
Top of Roof Material	85 ft	87.61 ft	84.75 ft	2.86 ft
Top of Parapet	90 ft	92.19 ft	89.33 ft	2.86 ft
Top of Mechanical Screening	105 ft	104.86ft	102 ft	2.86 ft

Medical Office Building (MOB) Height Comparison (3-Story Height Zone)				
Height Measurement	Maximum Permitted Height	Average Grade Measurement	FFE Measurement	Delta
Top of Roof Material	45 ft	48.53 ft	45 ft	3.53 ft
Top of Parapet	50 ft	52.03 ft	48.5 ft	3.53 ft
Top of Mechanical Screening	65 ft	61.53 ft	58 ft	3.53 ft

Under the proposed amendment, the following language would be incorporated into the GDP:

Method of Measurement – Height: Building height shall be measured as the vertical distance from the approved finished floor elevation (FFE) of the structure to the highest point of the specific building element being measured. The FFE shall be as established on the approved grading and drainage plans

Analysis:

Pursuant to LMC Sec. 17.72.060.B, the ConocoPhillips Campus GDP, 3rd Amendment qualifies for administrative review by the Community Development Director, as the amendment does not increase density or alter the overall character of the development plan. Staff reviewed the proposal against the intended character of the GDP to evaluate whether the alternate method of measurement would materially affect the scale, massing, or visual character anticipated by the existing development plan. The Community Development Director has approved the proposed amendment, which must now be presented to City Council for final authorization. The City Council may approve the amendment or require that it be reviewed through the public hearing process, which would include both Planning Commission and City Council public hearings.

Development Plan Character Analysis

The existing height limitations and massing standards established by the ConocoPhillips Campus GDP, 1st Amendment were implemented to balance the operational needs of a full-service medical

campus with the objective of reducing perceived building mass through required upper-level setbacks and limitations on upper-level floor plates.

With the alternate method of measurement, based on each structure's FFE, the proposed hospital building and MOB remain consistent with the applicable GDP massing and design standards, including required upper-level setbacks and upper-level floor plate limitations intended to reduce perceived building mass. The requested alternate method of measurement does not materially alter the overall scale or character of either building and instead addresses how building height is measured relative to site topography.

Application of the alternate method of measurement results in a limited increase above the height otherwise permitted under the average grade method of measurement, consisting of 2.86 feet for hospital roof materials and parapet elements and 3.53 feet for the MOB roof, parapet, and mechanical screen.

While review criteria for GDPs and their amendments are limited, LMC Sec. 17.72.030 requires that a GDP address the following items:

- A. The proposed use of all lands within the subject property;
- B. The type or character of development and the number of dwelling units per gross acre proposed;
- C. The proposed location of school sites, parks, open spaces, recreation facilities and other public and quasi-public facilities; and
- D. The proposed location of all streets shall be coordinated with the adopted general street plan for the city

Staff finds that the proposed ConocoPhillips Campus GDP, 3rd Amendment satisfies the applicable requirements of LMC Sec. 17.72.030 and remains consistent with the intent and character of the approved GDP framework. The proposed alternate method of measurement does not materially alter the scale, massing, or visual character anticipated by the existing GDP and allows the proposed hospital building and MOB to remain within the maximum height limitations established by the ConocoPhillips Campus GDP, 1st Amendment when measured from approved finished floor elevation (FFE). The proposed increase in effective building height is limited in nature and does not compromise the underlying massing or setback standards established through the ConocoPhillips Campus GDP, 1st Amendment, which were intended to reduce perceived building mass and ensure compatibility of the medical campus development.

Council Work Plan:

The proposed amendment supports Economic Vitality goals of the City Council's 2026 Work Plan by supporting strategic development through the facilitation of major employment and community-serving investment within the Redtail Ridge development area.

Fiscal Impact:

Not applicable

Alternatives:

City Council may approve the attached resolution or remove the item from the consent agenda and

direct that the amendment be processed pursuant to LMC Sec. 17.72.060.A, requiring public hearings before both the Planning Commission and City Council.

Recommendation:

Staff recommends approval of Resolution No. 52, Series 2026, approving the ConocoPhillips Campus General Development Plan, 3rd Amendment, establishing an alternate method of measurement for building height on Lot 1, Block 2, Redtail Ridge Filing No. 1 Subdivision Plat (900 Rockcross Drive).

Attachments:

1. Resolution No. 52, Series 2026
2. ConocoPhillips GDP Amendment, 3rd Amendment
3. Massing and Rendering Exhibit

**RESOLUTION NO. 52
SERIES 2026**

A RESOLUTION APPROVING THE CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN, 3RD AMENDMENT, TO ALLOW AN ALTERNATE METHOD OF MEASUREMENT FOR BUILDING HEIGHT ON LOT 1, BLOCK 2 OF REDTAIL RIDGE FILING NO. 1 SUBDIVISION PLAT (900 ROCKCRESS DRIVE)

WHEREAS, there has been submitted to the Louisville City Council an application for the ConocoPhillips Campus General Development Plan (GDP), 3rd Amendment, to establish an alternate method of measurement for building height on Lot 1, Block 2 of Redtail Ridge Filing No. 1 Subdivision Plat (900 Rockcross Drive); and

WHEREAS, the proposed amendment establishes an alternate method of measurement for building height, allowing height to be measured from approved finished floor elevation (FFE) rather than average grade as required by Louisville Municipal Code Section 17.16.090; and

WHEREAS, pursuant to Louisville Municipal Code Section 17.72.060.B, the Community Development Director reviewed and approved the proposed GDP amendment, having determined that the amendment does not increase permitted density or materially alter the character of the approved development plan; and

WHEREAS, Louisville Municipal Code Section 17.72.060.B further requires that administratively approved GDP amendments be forwarded to City Council for approval prior to becoming effective; and

WHEREAS, City staff reviewed the proposed amendment and found that it remains consistent with the applicable standards and intent of the ConocoPhillips Campus GDP and its amendments, and the requirements of Louisville Municipal Code Section 17.72.030; and

WHEREAS, the City Council finds the application should be approved, as set forth herein.

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

Section 1. The City Council of the City of Louisville, Colorado hereby approves the ConocoPhillips Campus General Development Plan, 3rd Amendment, establishing an alternate method of measurement for building height on Lot 1, Block 2 of Redtail Ridge Filing No. 1 Subdivision Plat (900 Rockcross Drive).

PASSED AND ADOPTED this 2nd day of June, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN AMENDMENT 3

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
SHEET 1 OF 2

SMITHGROUP

1675 LARIMAR STREET
SUITE 500
DENVER, CO 80202
303.832.3272
smithgroup.com

AMENDMENT NO.3 - SUMMARY OF CHANGES

THE PURPOSE OF THIS AMENDMENT IS SPECIFICALLY FOR THE HOSPITAL PARCEL AND THE REST OF THE REDTAL DEVELOPMENT REMAINS UNCHANGED.

- 1) Use of alternate method of measurement for hospital parcel

GENERAL NOTES:

1. UNLESS OTHERWISE NOTED, DEVELOPMENT SHALL CONFORM AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE AND THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES UNLESS OTHERWISE WAIVED OR MODIFIED BY THE CITY COUNCIL THROUGH THE PUD DEVELOPMENT PLAN PROCESS.
2. THE CAMPUS SECURITY BOUNDARY WILL NOT EXTEND OUTSIDE THE SITE BOUNDARY.
3. EXISTING FREE STANDING CMRS FACILITIES WITHIN THE GDP BOUNDARY SHALL CONSTITUTE A PERMISSIBLE NON-CONFORMING USE.
4. PUBLIC LAND DEDICATION REQUIREMENT SATISFIED PURSUANT TO LOUISVILLE MUNICIPAL CODE SECTION 16.16.060(B) WITH REDTAL RIDGE FILING NO. 1 SUBDIVISION PLAN.
5. LOTS 1,2,3 AND 5 OF BLOCK 1 OF REDTAL RIDGE FILING NO.1 SHALL CONFORM TO AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE, THE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AND THE ENHANCED DESIGN STANDARDS CONTAINED HEREIN IN LIEU OF COMMERCIAL DESIGN GUIDELINES UNLESS OTHERWISE WAIVED OR MODIFIED BY THE CITY COUNCIL THROUGH THE PUD DEVELOPMENT PLAN PROCESS.

SITE INFORMATION

GROSS DEVELOPABLE AREA (PUD BOUNDARY):	391.719 ACRES (MAXIMUM 0.15 F.A.R.)* <small>FOR LEGAL DESCRIPTION SEE EXHIBIT A OF ORDINANCE NO. 1998 SERIES 2010</small>
ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - COMMERCIAL WITH PUD-C OVERLAY
PLANNED ACCESS:	NORTHWEST PARKWAY, CAMPUS DRIVE, SOUTH 88TH STREET

* THE F.A.R APPLIES TO THE GROSS AREA OF THE ENTIRE DEVELOPMENT AND IS NOT PARCEL SPECIFIC. THIS GDP ACKNOWLEDGES AN ADDITIONAL 384,400 SF ALLOCATED TO THE HOSPITAL PARCEL ON TOP OF THE ALLOCATED DEVELOPMENT SQUARE FOOTAGE THE 384,400 SF IS IN CONSIDERATION WITH A DENSITY SWAP FROM HEALTH PARK 1.

PERMITTED USES

PERMITTED USE	COMMENTS / REMARKS	PARKING REQUIREMENTS
PROFESSIONAL, BUSINESS, AND ADMINISTRATIVE OFFICES	-	4 / 1,000 S.F.
EDUCATIONAL AND TRAINING FACILITIES	MEETING ROOMS AND SOCIAL SPACE FOR EMPLOYEES AND VISITORS	0.5 / 1,000 S.F.
PRIVATE SHORT TERM LODGING FOR CONOCOPHILLIPS EMPLOYEES AND GUESTS	OVERNIGHT ACCOMMODATIONS FOR EMPLOYEES/VISITORS	0.5 / ROOM
PEDESTRIAN PLAZAS AND PEDESTRIAN WAYS	-	-
PRIVATE, NONCOMMERCIAL, RECREATIONAL AND SOCIAL FACILITIES	-	1 / 1,000 S.F.
PARKING LOTS AND PARKING BUILDINGS	SURFACE AND STRUCTURED PARKING	-
CAMPUS ORIENTED CHILDCARE CENTER	PRIVATE CHILDCARE FOR EMPLOYEES	1.5 SPACES PER TEACHER PLUS ONE SPACE PER ADMINISTRATIVE EMPLOYEE
RESEARCH/OFFICE AND CORPORATE USES AND FACILITIES FOR THE RESEARCH, DEVELOPMENT, MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS	-	1.25 / 1,000 S.F.
BUILDING MOUNTED CMRS FACILITIES	-	-
CAMPUS ORIENTED FOOD SERVICE	RESTAURANTS, CAFETERIAS, OR CAFES FOR USE BY EMPLOYEES/VISITORS INTEGRATED THROUGHOUT THE CAMPUS	-
COMMERCIAL USES, INCLUDING BUT NOT LIMITED TO BUILDING CONTRACTORS EQUIPMENT YARDS, TRANSPORTATION CENTERS AND SERVICES, WAREHOUSES AND STORAGE FACILITIES	STORAGE OF MATERIALS IN SUPPORT OF THE CAMPUS RESEARCH AND DEVELOPMENT FACILITY, HELIPAD (SPECIAL REVIEW USE), HOSPITAL, MEDICAL OFFICE BUILDINGS	1 / 1,000 S.F.
PRIVATE UTILITY USES	TO ALLOW THE EXISTING SANITARY LIFT STATION, POTENTIAL SUBSURFACE GEO EXCHANGE FIELD, SOLAR PANELS, BUILDING MOUNTED WIND POWERED ELECTRICAL GENERATION FACILITIES, AND CENTRAL MECHANICAL, ELECTRICAL, AND PLUMBING FACILITY	-
OTHER USES AS ESTABLISHED BY THE CITY COUNCIL AS FOUND TO BE SPECIFICALLY COMPATIBLE FOR COMMERCIAL AND OFFICE PLANNING AREAS	-	-

YARD AND BULK REQUIREMENTS

1. OTHER THAN FOR THE HOSPITAL PARCEL, MAXIMUM BUILDING HEIGHTS SHALL BE BASED ON THE CONOCOPHILLIPS CAMPUS GDP (RECEPTION NO. 0308879). STANDARDS FOR THE HOSPITAL PARCEL ARE NOTED BELOW.

MINIMUM BUILDING SETBACKS (FOR BUILDING FOOTPRINTS LESS THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE:	
ARTERIAL STREET	30 FT.
COLLECTOR STREET	20 FT.
INTERNAL/PRIVATE DRIVE	10 FT.

(FOR BUILDING FOOTPRINTS GREATER THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE:	
ARTERIAL STREET	50 FT.
COLLECTOR STREET	40 FT.
INTERNAL/PRIVATE DRIVE	10 FT.

MINIMUM PARKING SETBACKS (FROM ALL PERIMETER PROPERTY LINE OR RIGHTS-OF-WAYS)

PROPERTY LINES ADJACENT TO U.S. 36	40 FT.
ARTERIAL STREET R.O.W.	25 FT.
COLLECTOR STREET R.O.W.	15 FT.
INTERNAL/COMMON PROPERTY BOUNDARY	10 FT.

HOSPITAL PARCEL: FOR THE HOSPITAL PARCEL (LOT 1, BLOCK 2) BUILDING HEIGHTS ARE EXPECTED TO RANGE FROM THREE TO FIVE OCCUPIABLE STORIES, RANGING IN HEIGHT FROM 50' TO 90'. UNOCCUPIED MECHANICAL SCREENING OF UP TO 20' WOULD BE ABOVE THE 5 STORIES. THE HOSPITAL PARCEL WILL BE ZONED TO SUPPORT LOWER THREE-STORY BUILDING HEIGHTS TOWARDS THE NORTH, EAST, AND WEST PROPERTY BOUNDARIES CONCENTRATING THE 5-STORY STRUCTURES CENTRALLY WITHIN THE SITE. REFER TO THE GRAPHIC FOR PARCEL HEIGHT ZONES.

BUILDING HEIGHT ZONING:

THREE STORY ZONE:
45'-0" MAXIMUM BUILDING HEIGHT
50'-0" PARAPET HEIGHT
65'-0" MECHANICAL PENTHOUSE HEIGHT*

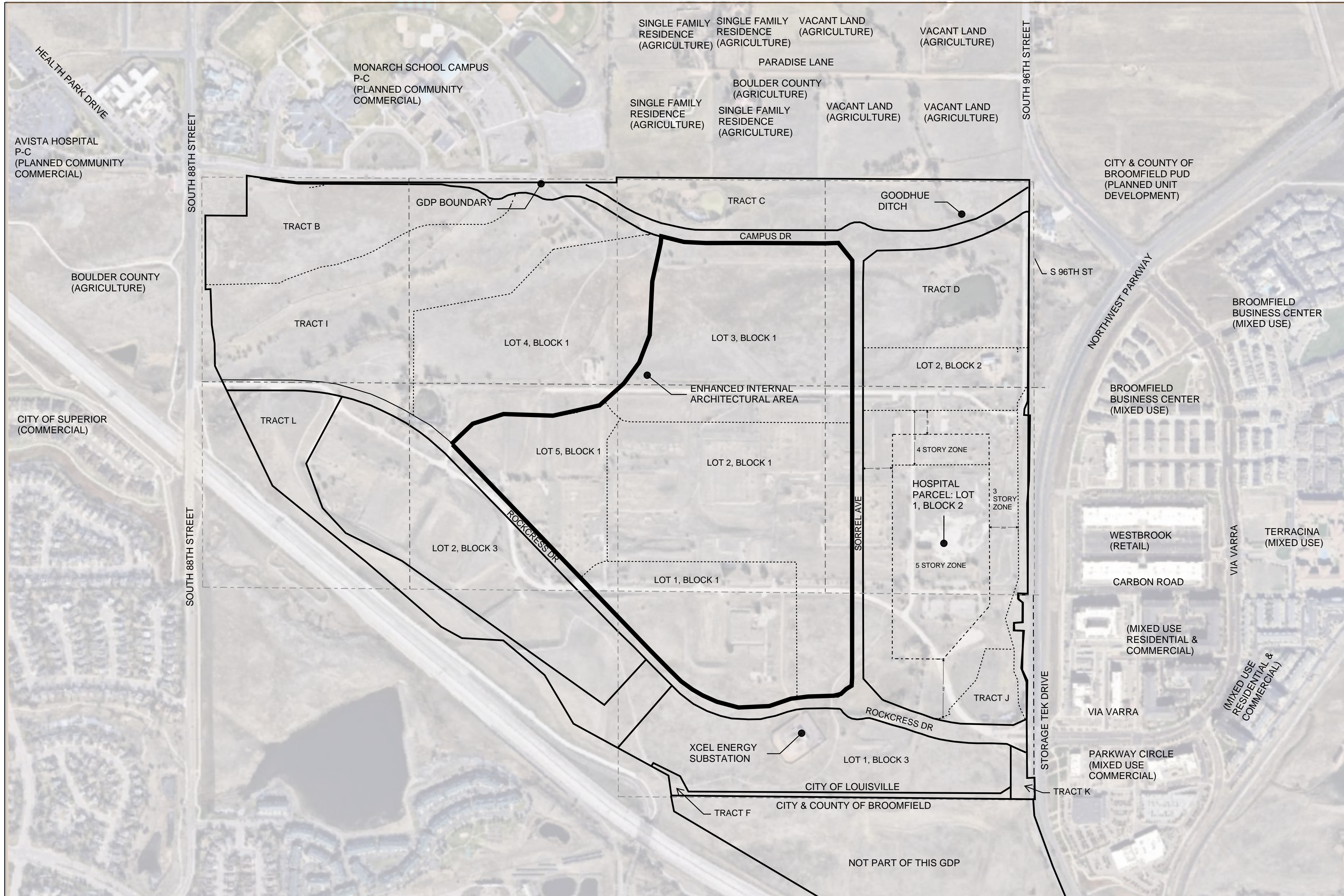
FOUR STORY ZONE:
60'-0" MAXIMUM BUILDING HEIGHT
65'-0" PARAPET HEIGHT
80'-0" MECHANICAL PENTHOUSE HEIGHT*

FIVE STORY ZONE:
85'-0" MAXIMUM BUILDING HEIGHT
90'-0" PARAPET HEIGHT
105'-0" MECHANICAL PENTHOUSE HEIGHT*

*ROOF ACCESS AND ELEVATOR OVERLUN IS EXCLUDED FROM THE BUILDING HEIGHT

BUILDING MASSING DESIGN PARAMETERS APPLICABLE TO HOSPITAL PARCEL ONLY:

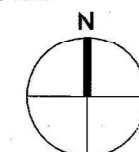
- FOR BUILDING FACADES EXCEEDING 100 FEET IN LENGTH AND MORE THAN 45 FT IN HEIGHT, A RELIEF IN THE BUILDING MASSING IS REQUIRED TO REDUCE VISUAL MONOTONY AND ENHANCE ARCHITECTURAL INTEREST:
- *A MAXIMUM HEIGHT OF 45 FEET IS PERMITTED BEFORE A MINIMUM HORIZONTAL SETBACK OF 15 FEET IS REQUIRED FROM THE PRIMARY BUILDING FACE.
- *A PROJECTED RELIEF ELEMENT MAY EXTEND OUTWARD FROM THE MAIN BUILDING MASS BY A MINIMUM OF 2 FEET, PROVIDED IT CONTRIBUTES TO THE OVERALL ARTICULATION AND DESIGN OF THE FACADE.
- *THE FOOTPRINT OF EACH FLOOR ABOVE 45 FEET SHALL NOT EXCEED 50% OF THE FOOTPRINT OF THE BUILDING AT OR BELOW 45 FEET.
- *ANY ROOF OR ENCLOSURE (E.G., MECHANICAL PENTHOUSES) MUST BE SET BACK A MINIMUM OF 10 FEET FROM THE MASS, UNLESS IT IS ARCHITECTURALLY INTEGRATED INTO THE OVERALL DESIGN OF THE BUILDING.
- *EXCEPTION: A DEFINING ARCHITECTURAL ELEMENT OR DISTINCT BUILDING FORM WITH A TOTAL WIDTH OF LESS THAN 100 FEET IS EXEMPT FROM THE ABOVE SETBACK AND RELIEF REQUIREMENTS; A MINIMUM 2-FOOT DEPTH VARIATION FROM THE ADJACENT PRIMARY FACADE PLANE MUST STILL BE PROVIDED TO ENSURE VISUAL ARTICULATION.
- DEFINING ARCHITECTURAL ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO:
 - VERTICAL CIRCULATION TOWERS (E.G., STAIR OR ELEVATOR CORES)
 - ENTRY PAVILIONS OR LOBBIES
 - ARCHITECTURAL EYEBROWS OR ROOF OVERHANGS
 - BRANDED OR SCULPTURAL FACADE FEATURES
 - CORNER ELEMENTS OR TURRETS
 - ATRIUM VOLUMES OR LIGHT WELLS
 - DISTINCTIVE ROOF FORMS



GENERAL DEVELOPMENT PLAN

400 200 0 400 800

SCALE: 1" = 400'



RECEPTION NUMBER _____

CERTIFICATIONS/SIGNATURE BLOCKS

CITY COUNCIL CERTIFICATION:

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

RESOLUTION NO. _____ SERIES _____

MAYOR SIGNATURE _____

DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20____ BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LOUISVILLE, COLORADO.

BY _____ DIRECTOR OF COMMUNITY DEVELOPMENT

OWNERSHIP SIGNATURE BLOCK:

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH IN THIS GDP. WITNESS OUR HANDS AND SEALS

THIS _____ DAY OF _____, 20____

OWNER

PORTERCARE ADVENTIST HEALTH SYSTEM, A COLORADO NONPROFIT CORPORATION

BY: SIGNATURE _____ TITLE _____

NOTARY NAME AND SIGNATURE _____

MY COMMISSION EXPIRES _____

CONOCOPHILLIPS CAMPUS
2270 SO 88TH STREET
LOUISVILLE, CO

GENERAL DEVELOPMENT PLAN

DRAWN _____ TEAM _____

CHK _____ TEAM _____

PRJ# _____

SHEET NUMBER _____

1 OF 2

CONOCOPHILLIPS CAMPUS GENERAL DEVELOPMENT PLAN AMENDMENT 3

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF SECTION 29,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
SHEET 2 OF 2

SMITHGROUP

1675 LARIMAR STREET
SUITE 500
DENVER, CO 80202
303.832.3272
smithgroup.com

ENHANCED DESIGN STANDARDS APPLICABLE TO THE ENHANCED INTERNAL ARCHITECTURAL AREA DEPICTED HEREON, WHICH CONSISTS OF LOT 1, 2, 3, AND 5 OF BLOCK 1, REDTAIL RIDGE FILING NO. 1.

TRANSPARENCY REQUIREMENTS:

FOR ELEVATIONS THAT FACE A PUBLIC OR PRIVATE STREET, 50% OF THE AREA BETWEEN 2 – 10 FEET ABOVE GRADE SHALL INCLUDE TRANSPARENCY IN THE FORM OF DOORS OR WINDOWS. WINDOWS MUST BE EVENLY DISTRIBUTED.

FOR ELEVATIONS THAT FACE A PUBLIC OR PRIVATE STREET ON BUILDINGS TALLER THAN 18 FEET, 18% OF THE AREA BETWEEN 12 – 30 FEET ABOVE GRADE SHALL INCLUDE TRANSPARENCY THAT MIMICS A SECOND-FLOOR DESIGN.

ENHANCED ENTRANCE FEATURES:

PRIMARY BUILDING ENTRANCES SHALL BE POSITIONED IN A MANNER THAT HIGHLIGHTS THE ENHANCED ENTRANCES BEST FROM A PUBLIC OR PRIVATE STREET.

WHERE THE LONG SIDE OF A BUILDING FACES A PUBLIC OR PRIVATE STREET, A MINIMUM OF ONE PRIMARY ENTRANCE SHALL BE REQUIRED.

IF AN ENTRY FEATURE IS PROPOSED ON A BUILDING CORNER, THE FEATURE SHALL WRAP THE BUILDING ON THE BUILDING SIDE FACING A PUBLIC OR PRIVATE STREET A MINIMUM DISTANCE OF 15 FEET

IF THE SHORT SIDE OF A BUILDING FACES A PUBLIC OR PRIVATE STREET AND NO CORNER ENTRY IS PROPOSED, THE FOLLOWING STANDARDS APPLY:

BUILDING HEIGHT INCREASE A MINIMUM OF 3' 6" TO EXTEND A MINIMUM OF 15 FEET ALONG EACH ADJOINING FAÇADE.

A MINIMUM OF 50% OF THE AREA WITHIN 15 FEET OF THE CORNER SHALL INCLUDE GLAZING WITHIN THE AREA 2-10 FEET ABOVE GRADE.

A PROJECTING ARCHITECTURAL FEATURE, SUCH AS AN AWNING, PORTICO, EYEBROW, OR SIMILAR FEATURE SHALL EXTEND A MINIMUM OF 15 FEET ALONG THE ADJOINING FAÇADE.

BUILDING FAÇADES GREATER THAN 200 FEET IN LENGTH SHALL PROVIDE A MINIMUM OF 2 PRIMARY ENTRY FEATURES. FAÇADES GREATER THAN 400 FEET IN LENGTH SHALL INCLUDE A MINIMUM OF 3 ENTRY FEATURES. WRAPPED CORNER FEATURES ARE ENCOURAGED WHERE APPROPRIATE.

ENTRY FEATURES SHALL INCLUDE A GLASS VESTIBULE OR FAÇADE, METAL CANOPY, PORTICO, OR OTHER SIMILAR ARCHITECTURAL FEATURE PROPORTIONAL TO THE FAÇADE HEIGHT.

ENTRANCES SHALL BE ARTICULATED THROUGH RECESSES OR PROJECTED ELEMENTS SUCH AS CANOPIES, AWNINGS, BELT COURSES OR OVERHANGS, OR COMBINATION THEREOF THAT PROJECT AT LEAST 4 FEET FROM THE BUILDING FACE.

ENTRY FEATURES SHALL INCORPORATE A DISTINCT ACCENT MATERIAL OR TEXTURE, SEPARATE FROM THE PRIMARY AND SECONDARY FAÇADE MATERIALS AND TEXTURES, TO CLEARLY DIFFERENTIATE THE BUILDING ENTRIES FROM THE REMAINDER OF THE FAÇADE.

ENTRY FEATURES SHALL ACCOUNT FOR 20% OF THE TOTAL BUILDING FAÇADE LENGTH ON WHICH THEY ARE LOCATED, TO BE CALCULATED IN AGGREGATE ACROSS THE FAÇADE. ENTRY FEATURES SHALL BE A MINIMUM OF 10 FEET WIDE.

MATERIAL OR TEXTURE VARIATION:

AT LEAST TWO PRIMARY MATERIALS AND ONE ACCENT MATERIAL SHALL BE INCORPORATED ON FAÇADES FACING A PUBLIC OR PRIVATE STREET. TEXTURED, RIBBED, OR PATTERNED CONCRETE PANELS MAY BE CONSIDERED A SEPARATE MATERIAL IF THEY PROVIDE A CLEAR TEXTURAL AND COLOR CONTRAST.

NO SINGLE TEXTURE OR COLOR SHALL COVER MORE THAN 75% OF ANY STREET-FACING FAÇADE.

ACCENT MATERIALS SUCH AS ARCHITECTURAL METAL PANELS, MASONRY VENEER, ARCHITECTURAL CONCRETE FINISHES, OR WOOD SHALL BE USED TO EMPHASIZE ENTRIES, CORNERS, HORIZONTAL OR VERTICAL DIVISIONS.

ISSUE / REVISION	DATE

GDP AMENDMENT 3 05/01/2026

CONOCOPHILLIPS CAMPUS
2270 SO 88TH STREET
LOUISVILLE, CO

GENERAL DEVELOPMENT PLAN

DRAWN	TEAM
CHK	TEAM
PRJ #	

SHEET NUMBER:

2 OF 2

Subject: Resolution No. 53, Series 2026 — A Resolution of the City of Louisville, Colorado, Supporting the Front Range Passenger Rail District's Narrative Summary for the Proposed Louisville Station and the Development of Passenger Rail Service Along the Front Range

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

Date: June 2, 2026

Prepared By: Kurt Kowar, Director

Presented By: Kurt Kowar, Director

Summary:

Front Range Passenger Rail: Louisville Station, Local Return Program, and Policy Considerations

Purpose. City Council is being asked to consider whether Louisville should provide formal support for the Front Range Passenger Rail District's (FRPRD) public-facing station narrative for the proposed Louisville station area. This action is intentionally narrow: it would support the accuracy and use of a non-binding station summary, not commit the City to final station design, local funding obligations, land use approvals, or future implementation decisions. The draft resolution frames Council support around continued planning, public education, and coordination with FRPRD, CDOT, freight rail partners, and regional agencies.

Why this matters now. FRPRD is preparing public materials in advance of a potential 2026 ballot measure. Local governments with designated stations that provide a resolution or written support for the FRPRD station summary by **June 30, 2026** would receive a **10% increase** to their annual Local Return funding amount, if the ballot measure is ultimately approved. The support document is tied to the station summary only and does not lock in final designs, funding allocations, or implementation obligations.

Financial policy point. Louisville appears positioned to qualify for Local Return funding if voters approve the regional measure. The Local Return Program would provide annual funding for **25 years** to station communities, with funding based on population. For communities over 20,000 residents, the annual amount is listed as **\$2.0 million**, and the 10% incentive would increase that amount if the City supports the station summary by the deadline. Eligible uses include station design, construction, operations, maintenance, multimodal access, first- and last-mile improvements, and broader station-area investments that improve access and function. Local Return funding would

not be utilized to fund those improvements inside the railroad right of way that are the base level rail station construction and operations to be performed by Joint Service or Front Range Passenger Rail.

Louisville station readiness. The proposed Louisville Joint Service station is located along the BNSF corridor, mile post ~19.9, between **South Street and Short Street**, near downtown, DELO, Main Street, existing public parking, RTD bus access, and the existing BNSF pedestrian underpass. The Joint Service concept begins modestly, with a **370-foot modular platform** on the east side of the BNSF mainline, ADA access, lighting, wayfinding, electrical, security, emergency call boxes, fencing, canopies, and related platform infrastructure. Existing City parking is approximately **500 feet** away, and additional wayfinding and ADA connections outside the BNSF right-of-way would be needed.

Strategic land use opportunity. Louisville's station area is embedded in a walkable downtown/DELO context with mixed-use zoning, recent multifamily and commercial development, Main Street businesses, Steinbaugh Pavilion, existing pedestrian infrastructure, and adopted planning documents that support transit-oriented reinvestment. Future rail will reinforce an existing civic and economic center.

Governance and control. FRPRD's station planning framework separates responsibilities by geography. FRPRD leads the core rail system elements, while local governments retain stronger control over station-area land use, access, placemaking, economic development, zoning, housing, and public realm decisions. This is an important policy distinction: supporting the station narrative does not surrender local land-use authority. It preserves Louisville's ability to shape the station area through future Council decisions, planning processes, and intergovernmental agreements.

Key Council considerations.

1. **Support now preserves upside without locking the City into final obligations.** The resolution is non-binding but may preserve eligibility for a 10% Local Return funding incentive.
2. **The City should understand differences between Joint Service and full FRPR buildout.** Joint Service is the starter service, anticipated around 2029, with modest platform infrastructure and 3 trips per day north and south. Full FRPR buildout with 10 trips per day could later expand platforms and station amenities, subject to future agreements, funding, and railroad negotiations.
3. **Parking, access, and neighborhood impacts need future policy attention.** The proposed station can rely partly on existing downtown parking and pedestrian connections, but Council should expect future decisions on wayfinding, ADA access, multimodal connections, curb management, local transit coordination, and event/downtown parking interactions.
4. **Economic development will require local action.** FRPR materials explicitly caution that train service alone will not create placemaking economics. Louisville's zoning, public realm investments, redevelopment strategy, and

downtown/DELO activation will determine whether the station becomes a civic asset or just a platform with a timetable.

Bottom line. Supporting the FRPRD station narrative is a low-commitment, high-optionality policy step. It allows Louisville to remain at the table, preserve potential funding upside, shape public-facing materials, and continue planning for a station that aligns with long-standing downtown, DELO, mobility, and economic development goals. The bigger decisions, including final station design, local capital commitments, parking strategy, land use actions, and intergovernmental obligations, remain future Council choices.

Background / Prior Discussions:

Louisville's proposed passenger rail station reflects more than two decades of regional and local planning. The station concept dates back to the 2004 RTD FasTracks commitment to provide Northwest Rail service from Denver toward Boulder and Longmont, with Downtown Louisville identified as a proposed station. That original service was delayed for many years due to funding, cost escalation, and operational challenges, but RTD's 2024 Northwest Rail Peak Service Study renewed the phased-service concept and continued to identify Downtown Louisville as a station location.

At the same time, Louisville has planned around the future station area through its Comprehensive Plan, Downtown Vision work, DELO redevelopment, mixed-use zoning, multimodal transportation planning, and public investment in downtown access and placemaking. The City's Comprehensive Plan recognizes that Louisville has anticipated a commuter rail station since 2004 and has renewed station planning in response to the RTD/FRPRD Joint Service initiative.

In 2021, the State created the Front Range Passenger Rail District to plan, finance, construct, operate, and maintain an interconnected passenger rail system along the Front Range, with required coordination among FRPRD, RTD, and CDOT. In 2024, the State adopted new funding and governance tools, including SB24-184, which supports multimodal surface transportation infrastructure and rail investment through a congestion impact fee.

These regional efforts have now converged into **Northern Front Range Joint Passenger Rail Service**, a starter service intended to connect Denver Union Station to Fort Collins by January 1, 2029. The Joint Service concept includes Louisville as one of the initial station stops and is expected to launch with three daily round trips using a pooled funding approach involving RTD FasTracks revenue, SB24-184 rental car fee revenue, SB24-230 oil and gas fee revenue, and other operating revenues.

For Louisville, the proposed initial station is located between South Street and Short Street along the BNSF corridor. The initial station is planned as a modest Joint Service facility with a 370-foot modular platform, ADA access, lighting, signage, security, canopies, and related platform infrastructure. Existing City parking, the South Street

underpass, Main Street bus access, DELO, and Downtown Louisville provide a strong local foundation for station access and future station-area planning.

The immediate policy issue is therefore not whether Louisville should begin planning for rail. Louisville has been planning for rail for years. The issue is how the City should define its role, responsibilities, funding expectations, and negotiating position as the project moves from regional concept to the 2029 Joint Service construction and IGA phase.

Development Proposal:

N/A

Analysis:

In consideration of adopting the Resolution, key Council considerations are:

1. **Support now preserves upside without locking the City into final obligations.** The resolution is non-binding but may preserve eligibility for a 10% Local Return funding incentive.
2. **The City should understand differences between Joint Service and full FRPR buildout.** Joint Service is the starter service, anticipated around 2029, with modest platform infrastructure and 3 trips per day north and south. Full FRPR buildout with 10 trips per day could later expand platforms and station amenities, subject to future agreements, funding, and railroad negotiations.
3. **Parking, access, and neighborhood impacts need future policy attention.** The proposed station can rely partly on existing downtown parking and pedestrian connections, but Council should expect future decisions on wayfinding, ADA access, multimodal connections, curb management, local transit coordination, and event/downtown parking interactions.
4. **Economic development will require local action.** FRPR materials explicitly caution that train service alone will not create placemaking economics. Louisville's zoning, public realm investments, redevelopment strategy, and downtown/DELO activation will determine whether the station becomes a civic asset or just a platform with a timetable.

Council Work Plan:

This item supports Council's Work Plan through the enhancement of transportation infrastructure in Louisville.

Fiscal Impact:

The initial **2029 Joint Service** station is expected to be delivered primarily through the Joint Service capital program, including the core platform, rail, ADA, safety, and station infrastructure needed to initiate service. The City's near-term financial exposure is therefore expected to center on local interface items, such as parking coordination,

pedestrian connections, wayfinding, access management, maintenance of City-owned improvements, and any obligations negotiated through a future IGA.

For future **FRPR Full Service**, Louisville’s financial position depends on whether the City participates in the Local Return Program and whether Council supports the station resolution by the June 30, 2026 incentive deadline. Without Council support, Louisville may still be eligible for the base Local Return amount, estimated at **\$2.0 million annually for 25 years**, if the ballot measure passes and the City opts in. With Council support, that amount would increase by 10%, to an estimated **\$2.2 million annually**, or approximately **\$5 million in additional funding over 25 years**. If the City declines Local Return participation, FRPRD would still be responsible for delivering a minimum safe and accessible station, but Louisville would likely lose the flexible funding stream needed to shape station-area access, operations, maintenance, parking, and downtown/DELO economic development outcomes.

Alternatives:

Recommendation:

Staff recommends approval of Resolution No. 53, Series 2026 in support of the Louisville Station location and Front Range Passenger Rail planning and outreach efforts.

Attachments:

- 1. Resolution No. 53, Series 2026
- 2. FRPR Summary_Louisville_final
- 3. FRPRD Louisville City Council Update

**RESOLUTION NO. 53
SERIES 2026**

**A RESOLUTION OF THE CITY OF LOUISVILLE, COLORADO, SUPPORTING THE
FRONT RANGE PASSENGER RAIL DISTRICT'S NARRATIVE SUMMARY FOR THE
PROPOSED LOUISVILLE STATION AND THE DEVELOPMENT OF PASSENGER
RAIL SERVICE ALONG THE FRONT RANGE**

WHEREAS, by adoption of Senate Bill 21-238, the Colorado General Assembly established the Front Range Passenger Rail District (the "FRPRD") as a corporate and political subdivision of the State of Colorado to research, develop, construct, operate, and maintain an interconnected passenger rail system along the Front Range extending from Wyoming to New Mexico; and

WHEREAS, the development of a Front Range passenger rail system represents a significant regional investment in transportation infrastructure designed to serve current and future generations of Coloradans; and

WHEREAS, Front Range Passenger Rail is intended to connect residents and visitors to employment centers, housing opportunities, colleges and universities, medical facilities, and entertainment destinations throughout the Front Range; and

WHEREAS, Colorado's Front Range population is projected to approach seven million residents in the coming decades, increasing demand on existing transportation systems and exacerbating congestion along Interstate 25, one of the state's most heavily traveled and consistently congested corridors; and

WHEREAS, passenger rail offers a reliable, efficient, and sustainable transportation alternative that can reduce vehicle miles traveled, alleviate roadway congestion, and contribute to improved air quality and environmental outcomes; and

WHEREAS, the Colorado Department of Transportation (CDOT), the FRPRD, and the Class I freight railroads have spent the last four years extensively studying the operational feasibility of utilizing existing rail infrastructure, enabling near-term passenger service while maximizing the use of existing assets; and

WHEREAS, initial passenger rail service is anticipated to begin as early as 2029, providing a timely response to growing transportation needs; and

WHEREAS, pending voter approval, it is anticipated service will be expanded to up to 10 round trips from Pueblo to Fort Collins with station area buildout and development; and

WHEREAS, the FRPRD has conducted public outreach through town hall meetings, City Council presentations, and digital engagement, providing citizens with meaningful opportunities to ask questions, offer input, and engage with FRPRD board members and staff; and

WHEREAS, the inclusion of a passenger rail station in the City of Louisville has the potential to enhance transportation options, increase community vibrancy, support economic development, advance the creation of transit oriented development, and generate increased activity in the hospitality, retail, and service sectors; and

WHEREAS, the FRPRD has committed to providing direct payments annually over a period of twenty-five (25) years to the City of Louisville to support the design, construction, operation, and maintenance of a passenger rail station, first-mile and last-mile connectivity, and related amenities; and

WHEREAS, the FRPRD has committed to increasing annual payments to the City of Louisville by 10% annually by proactively approving a station area narrative; and

WHEREAS, before referring a ballot measure to the voters of the FRPR District, the FRPRD must provide accurate narratives of each proposed station's station area to the voters; and

WHEREAS, the City of Louisville's plans align with FRPRD goals including alignment with the City's comprehensive plan, transportation plan, and other local priorities.

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

Section 1. The City Council formally adopts the attached Addendum A narrative describing the City's station area location, planning efforts to date, and anticipated post-ballot planning. The FRPRD may share this narrative publicly to reflect the City's current understanding of station area conditions and planning direction. The narrative is non-binding and remains subject to refinement through future local decision-making processes.

Section 2. The City of Louisville supports the continued efforts of the FRPRD to plan, develop, and implement passenger rail service along the Front Range of Colorado.

Section 3. The City affirms its support for ongoing public education and engagement efforts by the FRPRD to ensure that residents of Louisville are informed about the proposed system, including the proposed station area and its benefits, costs, and anticipated impacts.

Section 4. The City expresses its support for the inclusion of a passenger rail station within Louisville if a ballot measure is passed by the voters of the FRPRD, recognizing the potential economic, mobility, and community benefits associated with such an investment.

Section 5. The City acknowledges the anticipated station location at or near mile marker 19.9 as the current planning assumption for both Joint Service and a future

permanent FRPRD station, while recognizing that final siting and design remain subject to Joint Service agreements, technical refinement, and applicable approval processes.

Section 6. The City encourages continued coordination among the FRPRD, CDOT, host freight railroads, and local governments.

Section 7. The City Manager shall direct staff to continue working collaboratively with the FRPRD on station planning, land use coordination, infrastructure integration, and opportunities to maximize local economic benefit.

Section 8. The City Clerk is hereby directed to transmit a copy of this Resolution to the FRPRD, CDOT, and other relevant regional and state partners as evidence of the City's support of the project and station-area development.

PASSED AND ADOPTED this ____ day of _____, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Addendum A

Louisville Station Narrative

Louisville's downtown is one of the more distinctive places on the Front Range — centered around a compact, walkable Main Street corridor that first supported Louisville's coal mining community in the 1870s, which has retained much of its original character. The proposed Front Range Passenger Rail station sits at the edge of that core, along the BNSF corridor between South Street and Short Street, on the same tracks that once carried coal out of the Northern Coalfield.

The station area opens directly into the heart of downtown and Downtown East Louisville (DELO). DELO is a new mixed-used district planned around the rail station that represents a long-standing city commitment to transit-supportive reinvestment along this corridor. The surrounding blocks include recently developed multifamily and commercial development in DELO and a mix of small-scale commercial and residential uses. Main Street's locally owned restaurants, shops, and services are within easy walking distance, and Steinbaugh Pavilion — the city's beloved outdoor venue hosting the weekly Street Faire, the Louisville Farmers Market, and the WinterSkate — sits just steps from the platform on Front Street.

Connectivity here is already a strength, with an existing pedestrian underpass under the railroad tracks connecting downtown and DELO and connecting the station to Main Street and the RTD bus service that runs along it. The City is planning an additional pedestrian underpass on South Street under Highway 42, connecting the station to Lafayette and the Coal Creek Trail — a heavily used regional active transportation corridor. City parking is approximately 500 feet from the platform.

Louisville has been building toward this station for years. The City adopted multiple planning documents and rezoned much of the area in DELO to support the station, and in partnership with the City's urban renewal authority are also implementing a recently adopted Downtown Vision Plan that will bring additional pedestrian amenities to the station area. These planning foundations position Louisville well for the next phase of station area development in partnership with FRPRD.



Colorado Connector

Powered by the Front Range Passenger Rail (FRPR) District

Louisville City Council Update



About Colorado Connector (CoCo)



Over 25,000 Colorado residents voted to name our train “Colorado Connector” (CoCo).

Colorado’s new passenger train service connecting Front Range cities stateline to stateline

A uniquely Colorado approach partnering with freight railroads to deliver service

Front Range Passenger Rail District is responsible for planning, funding, building, and operating Colorado Connector (CoCo)

About the Front Range Passenger Rail District



Meeting of FRPR District Board of Directors

Created by the Colorado General Assembly in 2021

Empowered to refer tax question for voter approval

Statutory direction to plan, finance, construct and operate intercity passenger rail

Phased Approach: Accelerates Service Delivery

Phase 1 - Funding already secured and term sheet signed with BNSF; starter services between Fort Collins and Denver starting in 2029

Phase 2: Extends service from Fort Collins to Pueblo, completing initial station buildout subject to voter-approved funding

Ballot funds go directly to service operations and expansion



Joint Service At-A-Glance

Starter service from Fort Collins to Denver funding already in place:

Frequency: 3 round trips per day, 7 days a week

Station Locations: 8 stations

Distance: 69 track miles

Travel Time (approx.): 1 hour 48 minutes incl. station stops and recovery

Cost Efficiency: 60%+ lower cost vs. prior estimates

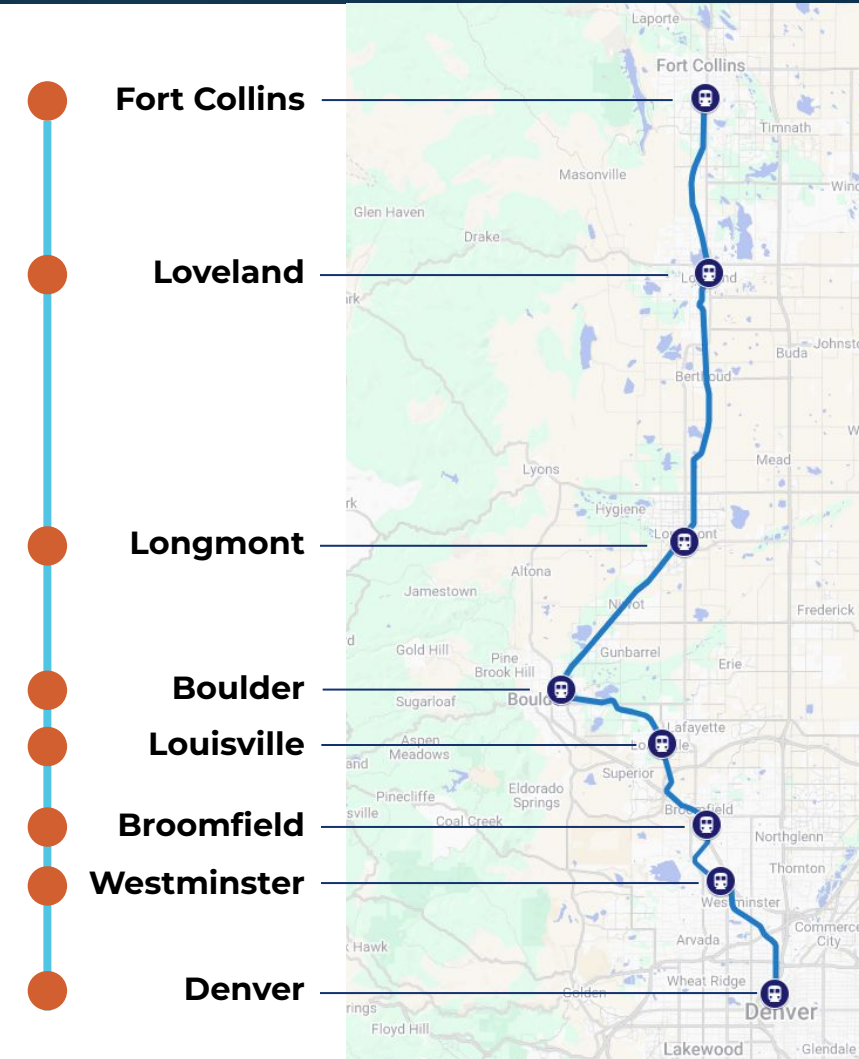
Expedited delivery: 2029 start vs. 2050+ from RTD alone, made possible by a direct access agreement with BNSF

Host Railroads:

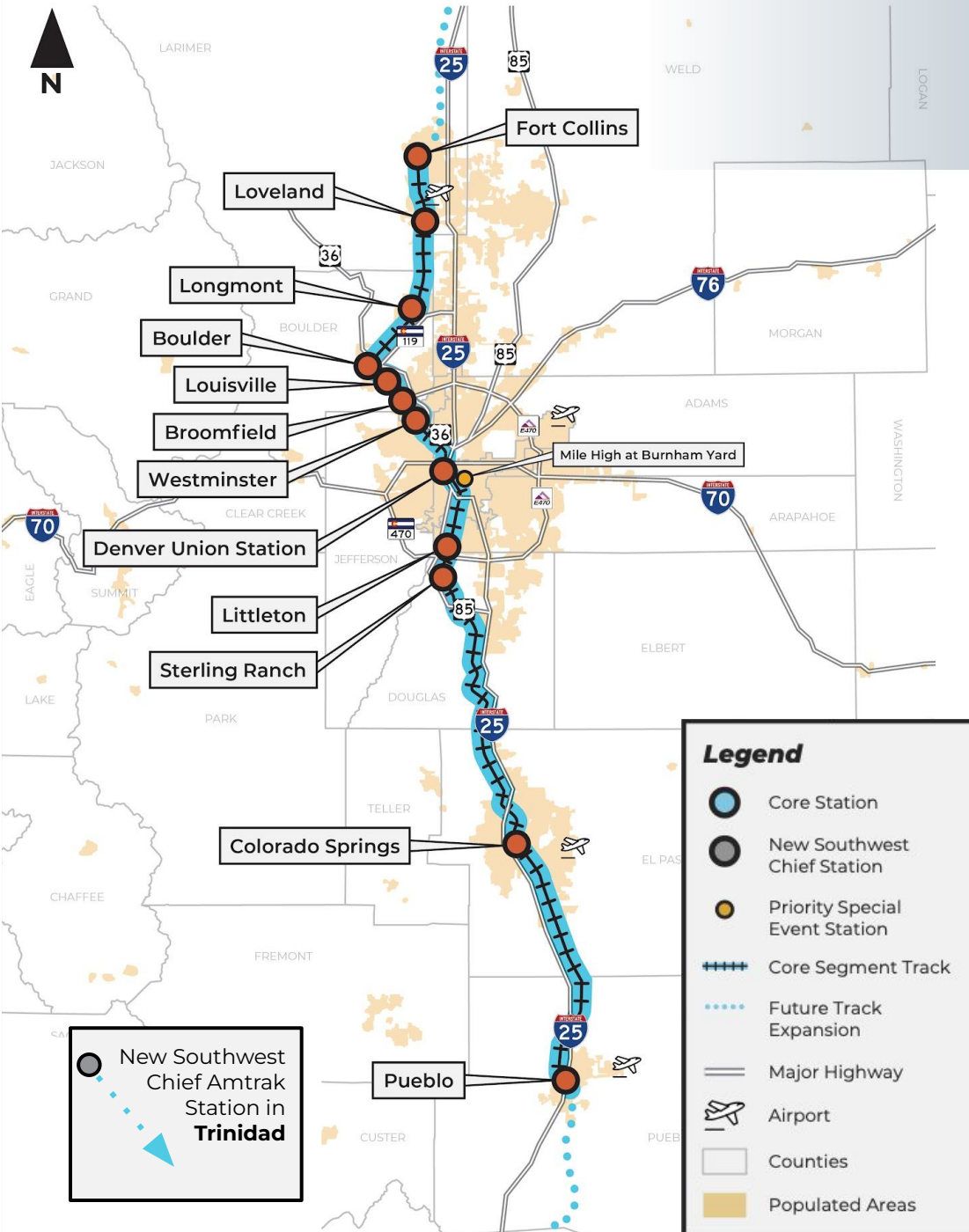


BNSF from Fort Collins to Westminster

RTD from Westminster to Denver Union Station



Full Service Overview



Full service from Fort Collins to Pueblo with additional local investment in Trinidad:

Frequency: Up to **10** round trips per day by 2045

Station Locations:

- **12** CoCo stations
- **1** new Southwest Chief station in Trinidad

Distance: **190** track miles

Top Speed: **79** miles per hour

Travel Time Ranges:

- **Fort Collins to Denver:** 1 hr 30 min to 1 hr 45 min
- **Denver to Pueblo:** 2 hr 15 min to 2 hr 40 min

Equipment: Most likely dual-mode (electric + low-emission diesel)

Host Railroads:

- BNSF** from Fort Collins to Westminster
- RTD** from Westminster to Denver Union Station
- UP / BNSF** from Denver to Pueblo

A Uniquely Colorado Approach to Delivery

Partnership with Private Industry

Direct collaboration with private freight railroads:

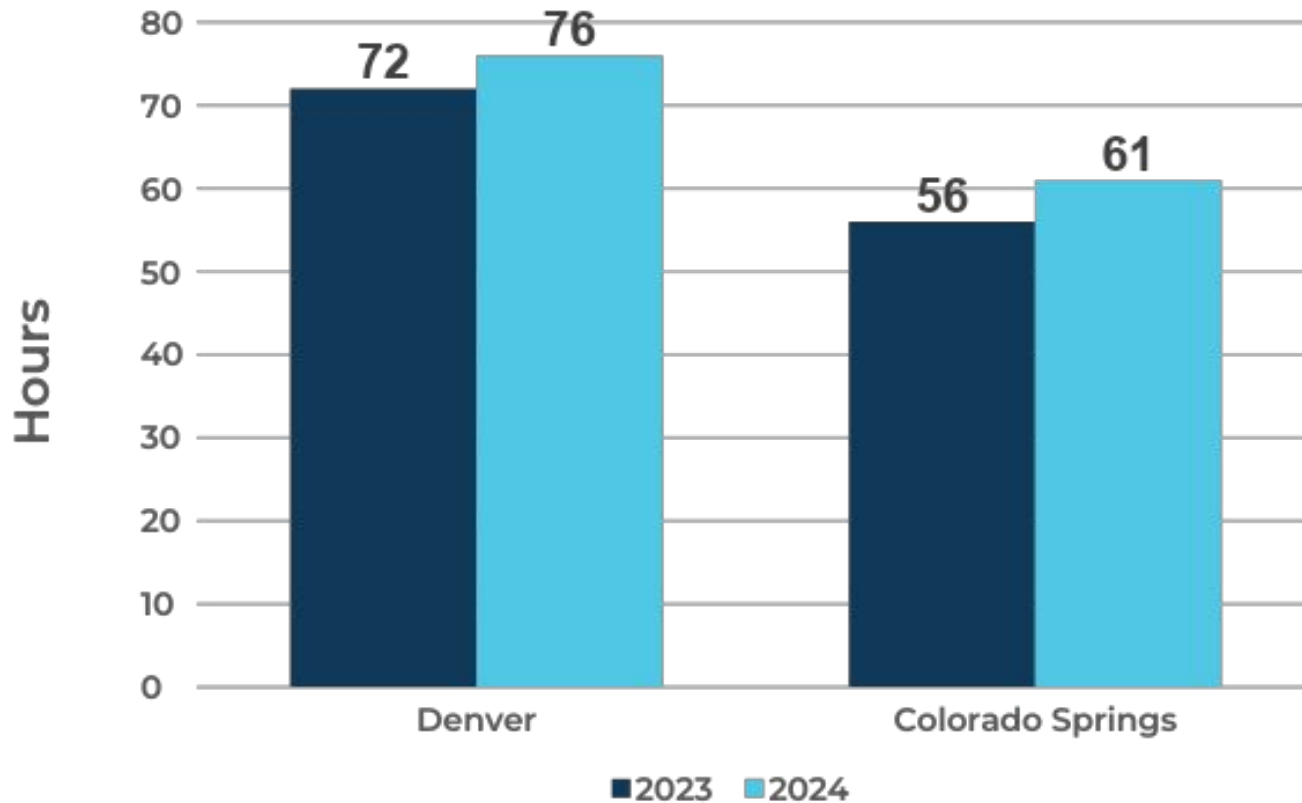
- ❑ Signed a term sheet with BNSF for the Fort Collins to Denver segment (April 2026)
- ❑ Infrastructure needs were jointly defined during the planning process with both Union Pacific (UP) and the BNSF Railway (BNSF)
- ❑ Ongoing partnership needed to deliver future phases of the project
- ❑ Approved a phased implementation model grounded in existing tracks



Train riders arriving at Union Station bound for Coors Field

Why CoCo: Alternative to I-25

Annual Person-Hours of Delay per Commuter



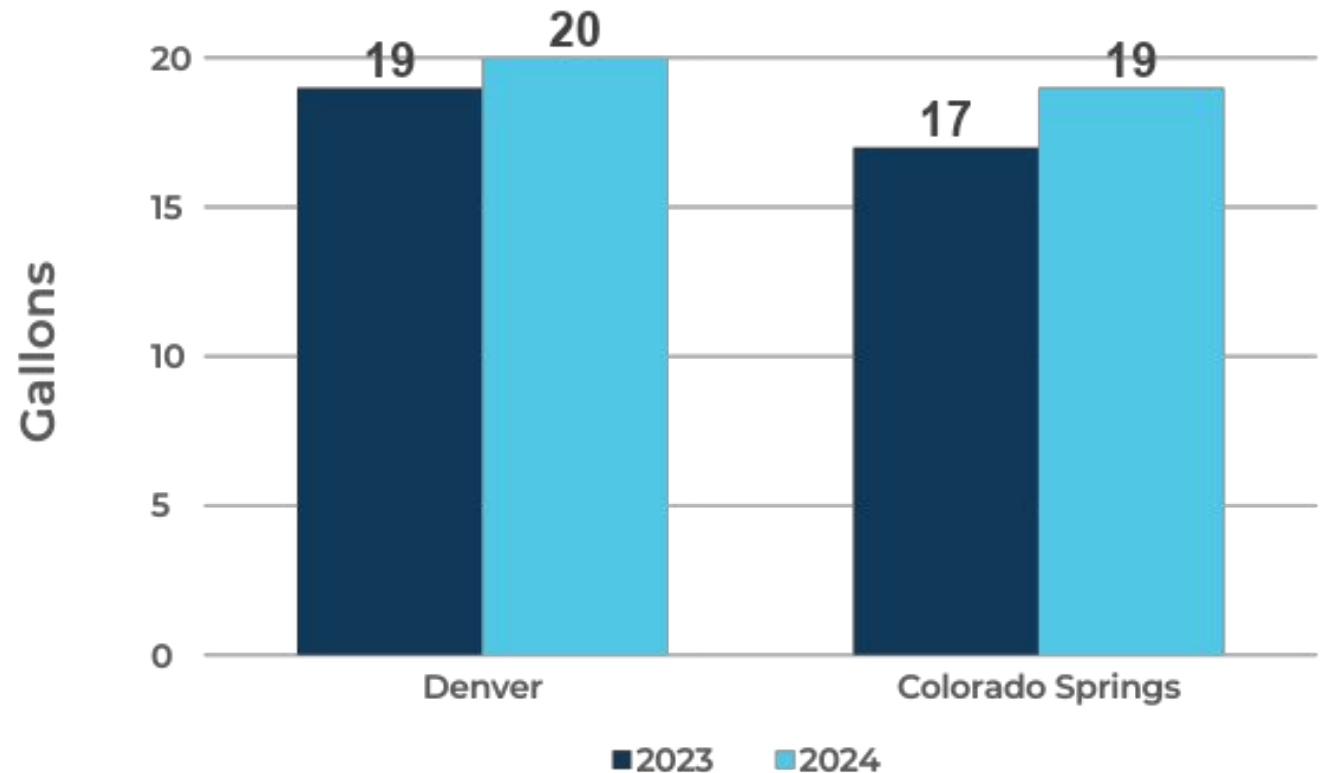
Commuter delays are increasing year over year . Denver metro commutes are delayed 76 hours – almost two full work weeks .



*Source: 2025 Urban Mobility Report

Why CoCo: Improve Air Quality

Excess Fuel Consumed per Commuter

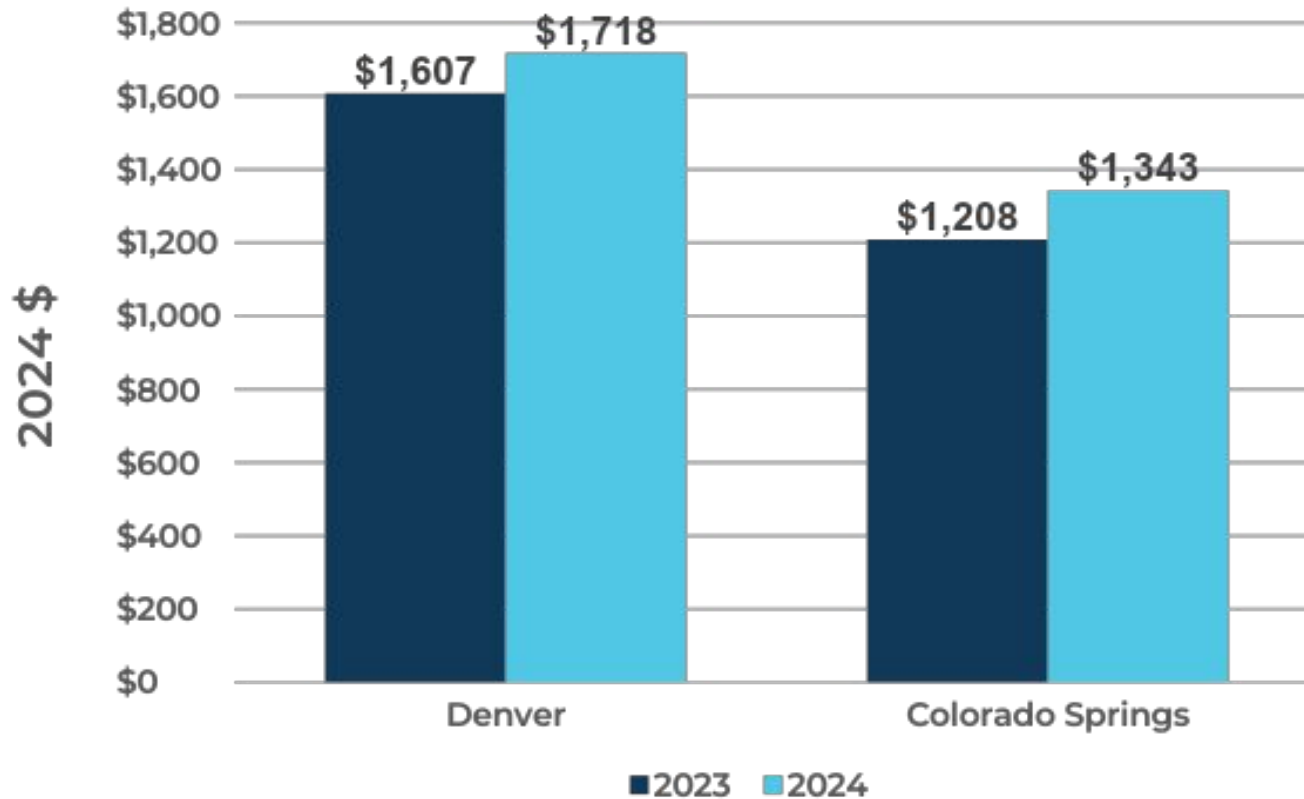


Fuel consumption is increasing year over year . In 2024, the average Denver metro commuter consumed an excess of 20 gallons just because of traffic delays .

*Source: 2025 Urban Mobility Report

Why CoCo: Reduce Costs

Annual Congestion Cost per Commuter



Congestion costs are increasing year over year for commuters. In 2024, the congestion cost on the average Denver metro commuter was \$1,718.

Why CoCo: Comfort of Journey



Intercity passenger rail equipment is designed for longer journeys with comfortable, spacious seating, cafes, and restrooms.

Why CoCo: A Track Record for Rail

Across the U.S., Transit and Rail investment delivers:



An alternative to highway congestion

- New traffic-free option for residents who already have access to a car
- New access for residents unable to drive



A cleaner alternative

- Rail emits 80%+ less pollution vs. driving
- Rail is 50% more energy efficient than driving



Affordable Transportation

- Driving is not getting cheaper
- Households with options to reduce from 2 cars to 1 car save ~\$10,000 per year



Economic Multiplier Effect:

- Every \$1 of transit and rail investment yields \$5 economic return
 - \$3 of this \$5 is local sales



Household Value:

- Homes near transit worth up to 24% more



New Jobs:

- Transit creates 50,000 jobs per \$1 billion
- Transit creates 30%+ more jobs than roads



The Train to the Game





*Discussions have commenced with **the Broncos** and host railroads to consider a special event station at their new stadium location.*

Special Event Stations

Host railroad tracks pass through key regional sports and entertainment destinations

The District is exploring partnership possibilities to serve special events

Early prioritization placed on Broncos as the largest potential venue

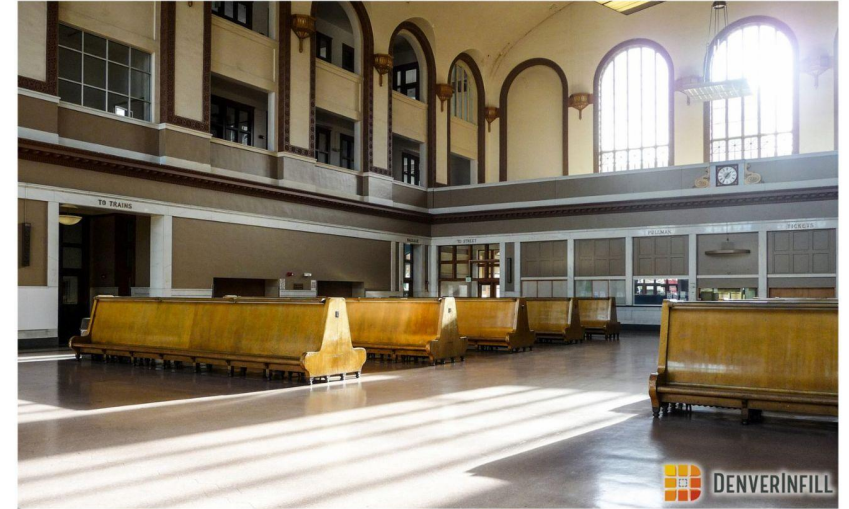
Future opportunities can be explored after successful launch of service

Millions of Dollars Sent Annually to Municipalities

Funds for stations, local connections, sidewalks, bike access, transit and community improvements

Support local vision while strengthening downtown communities

Local communities maintain local control over station area ownership and management

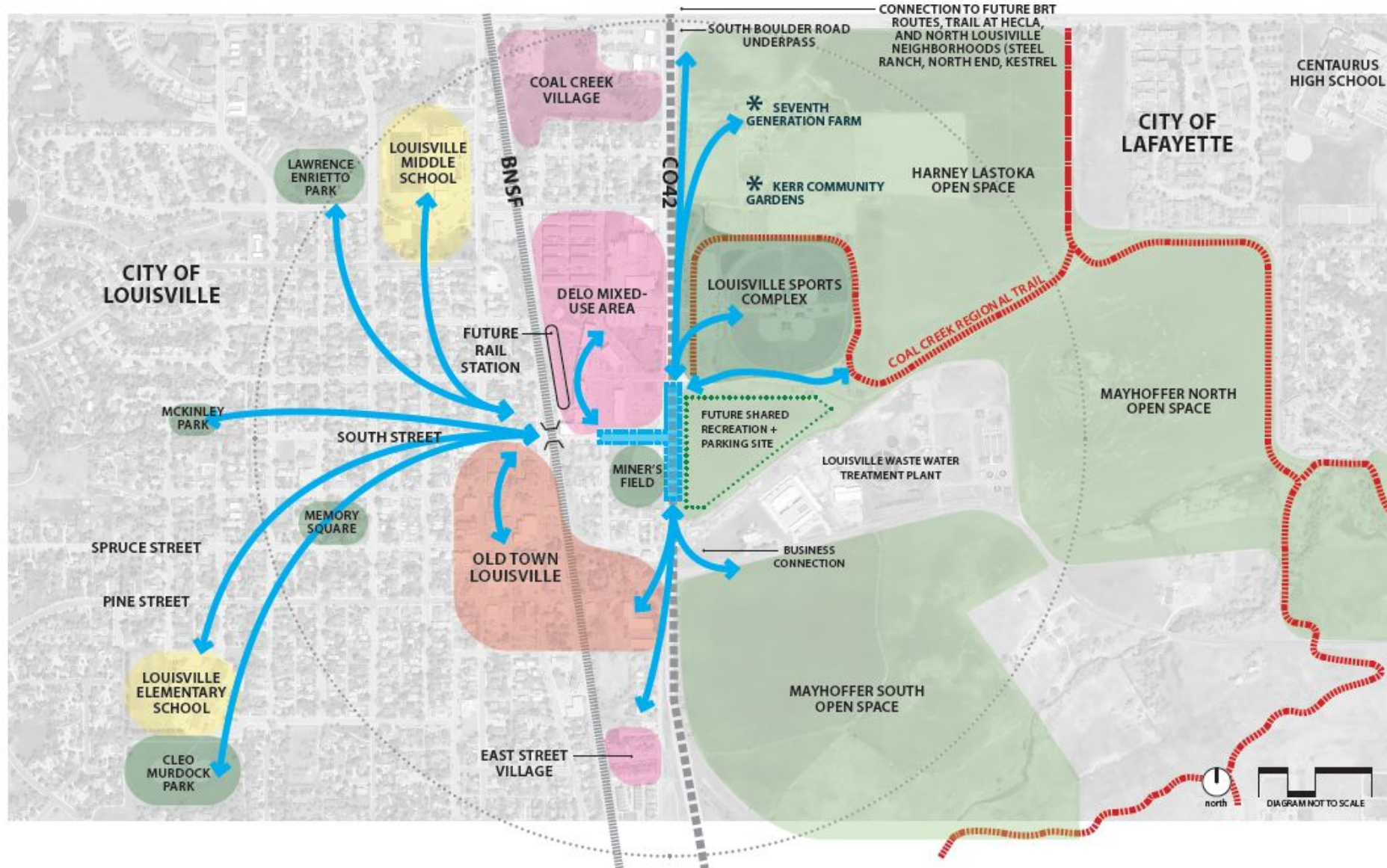


Denver Union Station
Circa 2000
Pre-Redevelopment



Denver Union Station
Today

Louisville Area Map





Moving Forward: The Front Range Passenger Rail District is exploring a 2026 ballot question

Next steps include...

Stakeholder Engagement

Complying with statutory mandate for outreach ahead of ballot referral

Development of Operational Plans

Outlining how funding would be managed, safeguarded, and tied to clear service outcomes before any potential ballot consideration

Possible Ballot Referral

In consideration for the November 2026 ballot

Get Involved and Q&A



Email: Info@FRPRDistrict.com

Website: ColoradoConnector.com

Subject: Concept Plan — Southwest Corner of Paschal Dr. and Highway 42
Concept Plans provide Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be one round of public comment. There will be no final decisions made on this item, and it may return at a later date for action by Council.

Date: June 2, 2026

Prepared By: Matt Post, Planner III

Presented By: Rob Zuccaro, Director

Summary:

The applicant, Boulder Creek Neighborhoods, requests a Concept Plan review (**Attachment A**) for the proposed development of a 5.82-acre parcel, located at the south-west corner of Paschal Drive and Highway 42, subject to the [Takoda General Development Plan, 7th Amendment](#) (GDP) and located within the Planned Community Commercial/Residential (P-C) zoning district.

Background / Prior Discussions:

Purpose of the Concept Plan Process

The Concept Plan Review process provides applicants with an opportunity to receive early, non-binding feedback from the City Council and the public prior to submission of a formal land use application. No vote, consensus, or formal action will be taken by the City Council, and any comments provided are advisory in nature and are not binding on future decisions. No other boards or commissions have reviewed the proposal, and staff has not completed a formal analysis or provided a recommendation regarding policy or code compliance. Instead, this review is intended to identify applicable policies, code provisions, and preliminary key issues to facilitate discussion of the proposal. Should the applicant proceed with a formal application, additional public input, staff analysis, and public hearings before the Planning Commission and City Council will be required.

Site Background

In 2016, the City approved the Foundry PUD for the site and included 31,960 square feet of commercial development in two buildings, and 32 residential condominium units (24 restricted to senior housing in four, eight-plex buildings). The two commercial buildings included a 17,850 square-foot in-line commercial building and a 14,110 square-foot flex commercial building. The site was originally planned as a commercial hub for the Takoda development, and as a result, the PUD required concurrent construction of the commercial and residential development.

As part of the original Foundry PUD approval, an agreement was entered into between

the City and the applicant requiring 24 of 32 residential units to be occupied by persons 55 years of age and older through a deed restriction recorded on the properties and a covenant agreement with the City that runs with the land. Per a staff analysis at the time, the purpose for the age restriction was to provide a greater variety of housing types and address impacts of overcrowding at area schools at the time of 2016 application. No permit was ever issued for the Foundry PUD, and approval has since lapsed.

The Boulder Valley School District (BVSD) provided the latest enrollment figures for nearby K-12 schools (**Attachment E**), showing that each school has substantial capacity to accommodate additional students, and is in fact facing declining enrollment.

In 2022, the City approved the Takoda GDP, 7th Amendment, allowing a maximum of 59 dwelling units (10.14 dwelling units per acre) on site and requiring the development of 20,000 square feet of core and shell commercial space as a condition for obtaining approval for residential units. The GDP also limited residential building height to 30 feet, establishes residential and commercial lot sizes and setbacks, created a “central gathering space”, and indicated site access points.

Analysis and review of prior entitlements on this property indicate a community desire to maintain a commercial use component on site. This is reflected in multiple iterations of entitlement history on the site, including in the most recent and applicable GDP, which requires 20,000 square feet of commercial space to be developed in order to establish residential uses.

Development Proposal:

The applicant is proposing a senior-targeted, for-rent, active adult residential community referred to as Videra at Steel Ranch on approximately 5.82 acres within the Steel Ranch neighborhood. Although the development is intended for active seniors, the applicant has indicated that it will not be age-restricted. The Concept Plan proposes approximately 174 to 205 dwelling units consisting of a mix of one- and two-story attached or detached single family residential units on the west side of the site, adjacent to existing one-story single family homes, and higher-density three- and four-story multifamily residential buildings up to 50 feet in height on the east side of the site adjacent to Highway 42. The applicant has provided example elevations and designs of three- and four-story residential buildings for reference (**Attachment D**) The proposal is intended to provide a range of for-rent housing types and services oriented toward independent, active seniors.

Site design includes perimeter-oriented building placement with parking, amenities, and open space areas internal to the development, with a large buffer and trail area adjacent to Highway 42. Proposed amenities may include plazas, gardens, trails, outdoor gathering areas, fire pits, and outdoor kitchen spaces intended to support an active adult residential environment. The one- or two-story homes proposed on the west side of the site are intended to provide an appropriate height transition of building scale and mass to the existing, single-story detached patio homes in the Steel Ranch

neighborhood, while the three- and four-story multifamily residential buildings, up to 50 feet in height, are pushed to the Highway 42 frontage to further support the height transition.



The site is currently subject to the Takoda General Development Plan (GDP), 7th Amendment, which permits a maximum of 59 dwelling units, requires a commercial development component, and limits building height to 30 feet. The proposal would require an amendment of the existing GDP to allow increased residential density, modifications to land use requirements, and increased building height. The applicant indicates that no commercial development is proposed as part of the Concept Plan.

Analysis:

For purposes of the Concept Plan review, staff has identified applicable process requirements and Comprehensive Plan and Housing Plan policies as preliminary key issues to facilitate City Council discussion and provide guidance to the applicant prior to submittal of a formal land use application. The items identified below are preliminary in nature and do not represent a full analysis of the proposal or a determination regarding compliance with adopted plans, zoning regulations, or development standards. However, the items identified below represent key policy and discretionary decision points that are anticipated to influence the review, design, and consideration of a future development application.

Formal Land Use Application Requirements

To proceed with the development concept as proposed, an amendment to the Takoda GDP, 7th Amendment would be required. Any future GDP amendment request would be reviewed through a formal public hearing process before the Planning Commission and City Council and evaluated against applicable provisions of the Louisville Municipal Code, the recently adopted Louisville Comprehensive Plan (2026), the Louisville

Housing Plan (2024), and other adopted City policies and plans.

The following amendments to the GDP would be necessary to develop the Concept Plan as proposed:

- Increase the permitted number of residential units from 59 units to approximately 174–205 units, increasing overall residential density from 10.14 dwelling units per acre to approximately 29.9–35.2 dwelling units per acre.
- Eliminate the existing commercial concurrency requirement, allowing the property to develop exclusively with residential uses.
- Increase the maximum permitted residential building height on the eastern-half of the site, adjacent to Highway 42, from 30 feet to approximately 50 feet.

In addition to a GDP amendment, redevelopment of the property would require approval of a Final Planned Unit Development (PUD) and subdivision plat prior to development of the site.

Louisville Comprehensive Plan (2026)

The recently adopted Louisville Comprehensive Plan (2026) establishes a policy framework to guide future land use and development decisions throughout the community and will serve as a guiding document for future land use considerations on the subject property. The Comprehensive Plan strategies provide a range of tools the City may implement over time, depending on priorities and available resources, ensuring the plan remains flexible and responsive as the community grows and changes.

The Comprehensive Plan identifies the subject property within the South Boulder Road Corridor Opportunity Area and applies the Neighborhood Center Placetype to the site. The South Boulder Road Corridor Opportunity Area is intended to support redevelopment and reinvestment within the opportunity area, through mixed-use and residential development that strengthens the local economy and advances City housing goals (p. 56). The Neighborhood Center Placetype supports compact, walkable, higher-density residential neighborhoods integrated with limited neighborhood-serving retail and services. Appropriate housing types include duplexes, townhomes, condominiums, and multifamily residential development, with an emphasis on pedestrian-oriented design and neighborhood compatibility (p. 42).

Key land use characteristics and development goals of the Neighborhood Center Placetype include:

- Primary Land Uses
 - Multifamily Residential
 - Single Family Attached Residential
 - Retail, Restaurant, and Office where compatible with neighborhood context
- Supporting Land Uses
 - Parks and Recreation

- Open Space, Trails, and Conservation
- Community Places (places of worship, schools, public spaces, community centers, etc.)
- Density and Scale
 - Residential Density: 18-30 DU/acre
 - Building Heights: 3 stories

The Concept Plan proposes a residential density ranging from approximately 29.9 to 35 dwelling units per acre, with building heights reaching up to four stories along the eastern portion of the site adjacent to Highway 42. The upper range of the proposed density and the introduction of four-story buildings exceed the development characteristics contemplated by the Neighborhood Center Placetype (p. 42). These density ranges and height limits are intended as guidance and may vary based on project context and the extent to which a development provides community benefits, such as affordable housing, open space, or public amenities (p. 37).

The applicant has indicated that four stories may be necessary to make the project economically viable. As part of this concept plan review, City Council may wish to consider whether, as a condition of a future formal application, the applicant should be asked to provide some form of feasibility analysis to support that position.

The Neighborhood Center Placetype envisions compact and walkable residential development that remains compatible in scale and intensity with surrounding neighborhoods and emphasizes transitions in massing and building form. Placetypes form the foundation of the Future Land Use Framework and establish the City's vision for how areas of Louisville should evolve and develop in terms of land use, development patterns, transportation, and community character. They serve as policy guidance for evaluating development proposals and planning infrastructure improvements to ensure future growth aligns with community goals and values established by the Comprehensive Plan. Together with the Opportunity Areas, the Placetypes provide a coordinated framework for guiding future growth.

The Comprehensive Plan includes Land Use and Development Goals (p. 51), as well as South Boulder Road Corridor Opportunity Area Goals (p. 56), which will serve as guiding policy considerations for any future formal development application:

- Goal LU 1.3 supports the redevelopment of underperforming or aging commercial properties into residential or mixed-use projects where compatible with surrounding development.
- Goal LU 1.5 supports housing types and locations that advance social equity by expanding access to affordable, accessible, and diverse homes for households with a range of needs and incomes.
- Goal LU 1.6 supports leveraging new residential development to increase economic vitality and vibrancy in areas with underutilized or long-term vacant commercial land.
- Goal LU 3.1 supports updating zoning standards to support development of

smaller homes, townhomes, duplexes, apartments, condominiums, and senior housing in more places.

- Goal LU 3.2 supports family-friendly housing for households with children, including multiple bedrooms, nearby parks and schools, and safe access to transportation.
- Goal LU 3.3 supports requiring or encouraging a mix of housing types, sizes, and price points within larger residential or mixed-use projects to foster inclusive, mixed-income communities.
- Goal LU 4.4 Ensure that any new development next to low-density residential areas is compatible in scale and character by limiting building heights and providing appropriate landscaping, buffering, and screening.
- Goal LU 8.4 supports activating the street level by incorporating ground-floor uses in multi-story residential buildings, such as shops, restaurants, or community spaces in mixed-use zones along South Boulder Road and Highway 42.
- Goal LU 8.5 supports redevelopment of underutilized commercial sites into mixed-use projects that contribute to the South Boulder Road Opportunity area's vitality and in support of City housing goals.

[Louisville Housing Plan \(2024\)](#)

The Housing Plan provides a broad application of objectives and strategies for increasing all housing types, with primary goals intended to; 1) increase residential development; 2) expand affordable housing, and; 3) diversify Louisville's housing stock (p. 4).

A Housing Needs Assessment (HNA) was performed to support the plan utilizing recent demographic data and housing market trends to analyze the type and availability and future housing options in the City. The HNA identifies diverse housing as a priority, including prioritizing attainable and appropriate housing options for seniors, and providing housing rental and ownership opportunities for younger residents and families, including housing to support the current and future workforce (p. 7).

The Housing Plan also identifies significant homeownership challenges related to rapidly increasing housing costs, limited housing supply, and a lack of diverse ownership housing types. The lack of attainable ownership products, such as condominiums, townhomes, duplexes, and smaller attached housing types, are a contributing factor limiting homeownership opportunities for younger households, first-time homebuyers, and families (p. 7).

The Housing Plan indicates that Louisville is increasingly losing younger families with children while the City's population continues to age. Louisville has the highest median age of residents in Boulder County (p. 4).

[Boulder Valley Schools District](#)

Boulder Valley School District (BVSD) was referred (**Attachment E**) on this Concept Plan application and indicated that the proposal would add residential units within the

Louisville Elementary, Louisville Middle, and Monarch High attendance areas. Because the proposal is intended as a senior-targeted community, BVSD anticipates limited support for this project to address declining student enrollment.

BVSD further noted that enrollment within the impacted schools is projected to continue declining due to lower birth rates, an aging population, and limited housing affordability and availability for families with children. Louisville Elementary attendance area enrollment has declined from 652 elementary students in 2018 to 411 students in 2025, with additional declines anticipated in future years.

Kaylix Avenue Connection

The City Council adopted the Transportation Plan in 2019, which identifies the extension of Kaylix Avenue between Summit View Drive and South Boulder Road as a planned improvement intended to enhance corridor connectivity. As redevelopment and residential density increase within the surrounding area, the connection is intended to improve overall transportation connectivity and provide additional network redundancy within the corridor.

The property located at 2101 N Courtesy Road has been entitled for 51 dwelling units, and staff anticipate a formal development application later this year. In addition, the northern portion of the Kestrel development area has been entitled for 14 dwelling units, and staff also anticipate a formal application for that property later this year. During review of the associated Concept Plan and subsequent GDP Amendment for 2101 N Courtesy Road, City Council provided preliminary direction supporting a bicycle and pedestrian connection within the currently incomplete segment of Kaylix Avenue, rather than full roadway construction.



Inclusionary Housing Ordinance

The City's current Inclusionary Housing Ordinance (IHO) requires a 12% affordable housing set-aside for residential development, with half of the required units affordable to households earning 60% of Area Median Income (AMI) and the other half affordable to households earning 80% AMI.

A proposed update to the IHO has been drafted and recommended for approval by the Planning Commission on May 14. City Council public hearings are scheduled for June and July 2026. If adopted by City Council, the updated ordinance would require all affordable units in rental housing projects to be affordable at 80% AMI and affordable units in owner occupied housing units to be affordable to households earning between 80% and 120% AMI. The proposed ordinance would also increase the fee-in-lieu amounts for both rental and ownership projects and includes incentives for building affordable housing on-site, including up to a 20% increase in allowable residential density and reductions in minimum required parking.

The applicant has not yet identified how they intend to address the City's IHO requirements. Compliance with the IHO and the proposed method of meeting applicable affordable housing obligations would need to be addressed as part of any

future formal development application.

Preliminary Key Issues

Staff has identified preliminary policy considerations and discretionary issues for City Council discussion and applicant guidance. The items summarized below reflect key topics discussed throughout this report that are anticipated to require additional evaluation through any future formal land use application process.

- **Residential Density and Building Height:** The proposal includes approximately 174–205 dwelling units at a density of approximately 29.9–35.2 dwelling units per acre, with building heights up to four stories and approximately 50 feet along Highway 42. The upper range of the proposed density and building height exceed the Neighborhood Center Placetype guidance identified in the Comprehensive Plan (p. 42). However, the Comprehensive Plan also states that height guidance should be evaluated flexibly based on project context and community benefits, including affordable housing (p. 37).
- **GDP Amendments:** Development of the Concept Plan as proposed would require amendments to the Takoda GDP, 7th Amendment, including increases in permitted residential density and building height, and removal of the existing commercial concurrency requirement to allow exclusively residential development.
- **Compatibility and Housing Considerations:** Future review would evaluate compatibility with surrounding development, transitions adjacent to lower-density neighborhoods, traffic and transportation impacts, and consistency with adopted housing goals related to attainable housing, housing diversity, and affordability. Compliance with the City’s Inclusionary Housing Ordinance would also require further review.

Council Work Plan:

Elements of the Concept Plan may support the 2026 City Council Work Plan by advancing goals and policies of the Louisville Comprehensive Plan and Housing Plan related to increasing housing diversity, and expanding senior-oriented and multifamily housing opportunities

Fiscal Impact:

Not applicable

Alternatives:

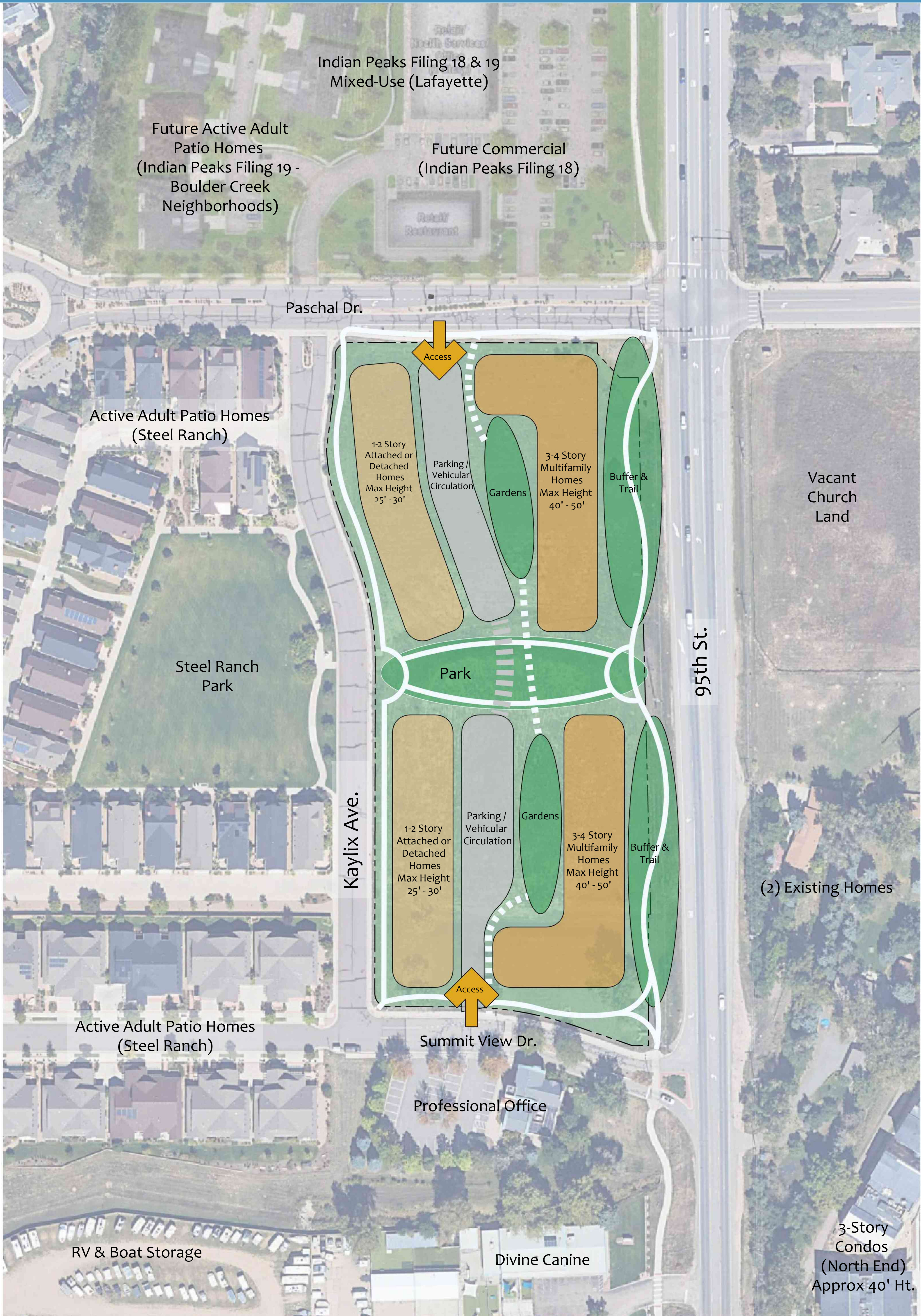
No formal action will be taken on this application

Recommendation:

No formal action will be taken on this application

Attachments:

1. Concept Plan
2. Context Map
3. Narrative
4. Building Examples
5. BVSD Referral
6. Videra at Steel Ranch_Presentation



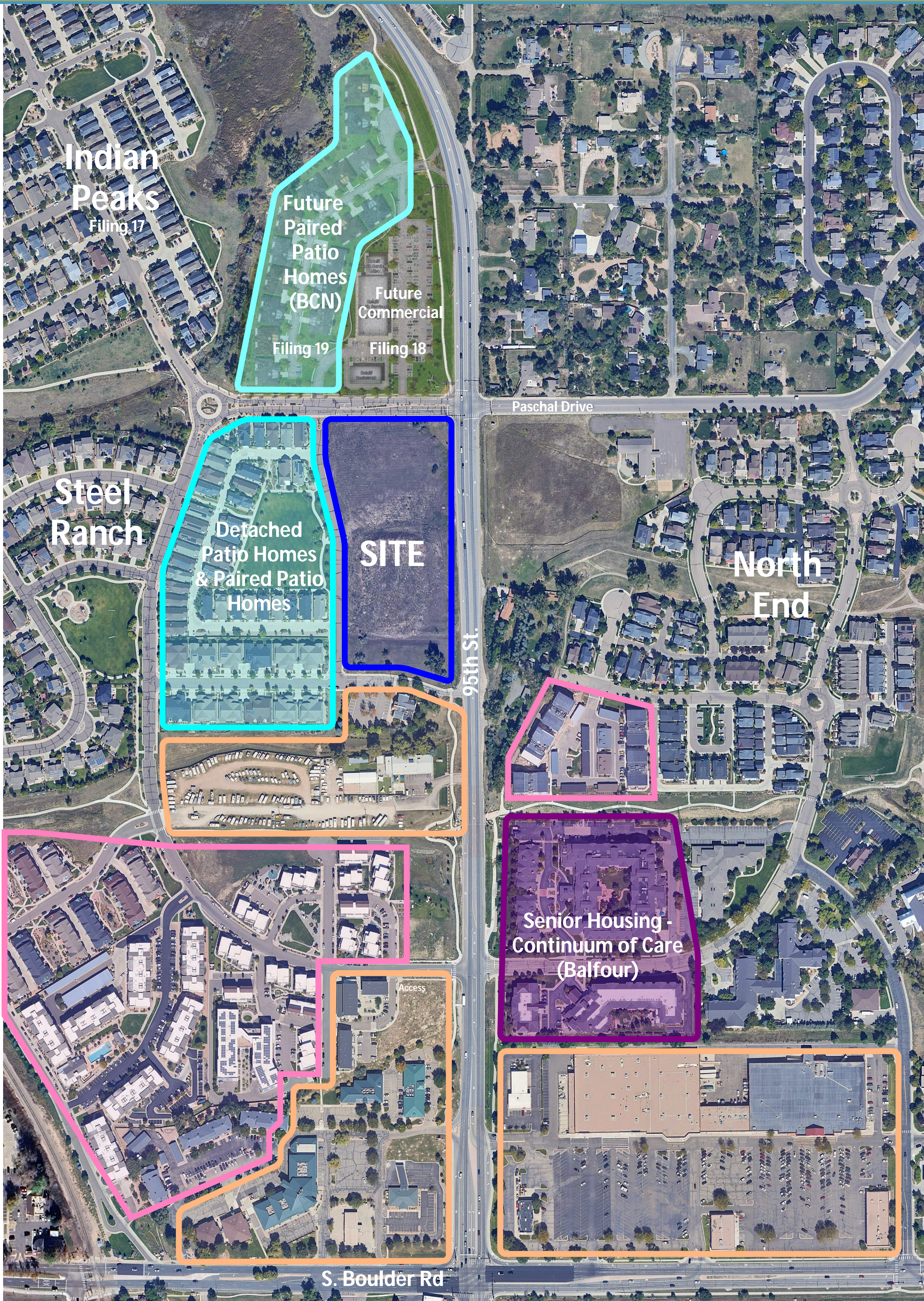
Videra at Steel Ranch

Conceptual Land Use Plan

Development Summary (5.8 acres)
 (24-30) 1-2 Story Townhomes / Flats
 (150-175) 3-4 Story Senior Apartments
 174-205 Total (30-35 du/acre)



Scale: 1" = 50'
 @ 24 x 36



Videra at Steel Ranch

Context Plan

Senior Housing

- Single Family / Active Adult
- Multifamily / Transitional
- Continuum of Care (45 - 50' Ht)

Multifamily / Attached Housing

- 3-Story / (35 - 40' Height)
- Retail / Office

Commercial





BOULDER CREEK
NEIGHBORHOODS

Introduction

BC Steel Ranch LLC, dba Boulder Creek Neighborhoods (BCN), is pleased to submit plans and documents for a **Concept Plan Review** for Videra at Steel Ranch, a proposed senior-targeted neighborhood with potentially 174-205 units on approximately 6 acres (the “**Site**”) within the Steel Ranch neighborhood. The Site is located on the west side of 95th Street, east of Kaylix Drive and between Paschal Drive to the north and Summit View Drive.

BCN is a unique, local builder and developer who focuses on senior-targeted, low-maintenance communities. BCN has a strong local presence in the area, having developed several neighborhood enclaves in the Louisville area and specifically within the Steel Ranch neighborhood. BCN has active development plans for the site just to the north of Paschal Drive as part of a mixed-use neighborhood in Lafayette (Indian Peaks Filing 19), with 32 paired patio homes like those in Steel Ranch. The vision for Videra is to fill a much-needed niche in senior housing between patio homes and continuum of care facilities (CCFs).

Senior rental communities offer maintenance-free apartment living for older adults with a flexible month-to-month lease without the high price of CCFs. Potential optional services and amenities include dining, social activities, housekeeping, fitness centers, and transportation. They provide a secure, social environment with features for independent, active seniors.

- **No Homeownership Burdens:** *Eliminates all maintenance, yard work, and large repair costs, freeing up time and finances.*
- **Flexible Rental:** *Standard leases offer seniors an option between lower maintenance patio homes in Steel Ranch/Indian Peaks and CCFs, such as Balfour just to the southeast.*
- **All-Inclusive Costs:** *Monthly rent often covers utilities, security, maintenance, and access to amenities, with optional add-ons for services.*
- **Built-in Socialization:** *Designed for connection, offering shared spaces, organized activities, and a strong sense of community.*
- **Designed for Seniors:** *Features like elevators, grab bars, non-slip floors, and call systems enhance safety and security.*

Site Background & Overview

The Site is 5.82 acres and falls within the Planned Community Zone District (PCZD)-C/R and is subject to the Takoda General Development Plan, 7th Amendment (GDP). BCN proposes 4-6 multifamily buildings, with some buildings along the west side of the site with 1-2 stories, and some buildings on the west side of the site with 3-4 stories and heights ranging from 35’ to 50’ in height. Currently, 35’ is the maximum height in the GDP. Originally, 40’ was allowed in planning GDP Planning Area 4.

The proposal is to amend the GDP, which is the development plan for the former *Foundry* project. The Foundry was originally approved in 2015-2016 as a mixed-use commercial & senior condo development with 32 units and 76,000 sf of commercial. However, the site has sat dormant for nearly 10 years with no movement on development. In that time period, the housing market has changed dramatically, with home prices increasing by over 130% with very few new homes delivered in the City of Louisville (outside of Fire Rebuild), exasperating housing inflation and housing options. The commercial market has not proven robust either with the lack of new rooftops, one key reason the site has not developed; thus, no commercial use is proposed.

Site Plan & Access

The Conceptual Land Use Plan proposes buildings along the perimeter of the neighborhood, with public and private amenities and surface parking areas located between the perimeter buildings and generally screened from view to the public realm. Amenities may include parks, gardens, plazas, trails, fire pits, and outdoor kitchen. We propose 1-2 story attached or detached homes and maximum 25'-30' height along Kaylix Ave, adjacent to the existing single-level detached patio homes built by BCN back in 2006. This is an improvement over the previous Concept Plan that proposed 3-story townhomes along Kaylix Ave. Along the west side of the site, set back approximately 60-75' from 95th Street, we propose 3-4 story buildings with potential below-grade parking. A meandering trail along 95th Street through the buffer area will complete a network of walking paths over ½ mile long.

Comprehensive Plan

The city is currently updating the 2013 Comprehensive Plan, anticipating completion in the coming months. The Site is contemplated to be "Neighborhood Center," with Multifamily Housing and Ground Floor Retail listed as primary uses. Secondary uses include Office, Community Spaces, and Community Facilities. Density is contemplated at 18-30 DU/acre and up to 3-stories in height. Our proposal is in general conformance except for no retail proposed, and some buildings being 4-stories in height. There is no demand for new retail space in the Louisville market. A 4th story is a reasonable request given the adjacency of 95th Street, the need for new housing and higher densities in the city and being able to achieve the highest density on the Site.

Housing Plan 2024

The City's 2023 Housing Needs Assessment, which forms the basis for the City's 2024 Housing Plan, shows a gap of about 2,483 new housing units over the next 25 years that are needed to address current housing underproduction. The City's "by-right" zoning would only support about 400 new housing units. Louisville is one of the slower growing municipalities in Boulder County, with an 11% growth of housing units from 2011 to 2021. For example, in the four-year period 2018-2021 before the Marshall Fire and the Fire Rebuild effort, the City issued only 92 new residential building permits.

To address this severe undersupply, the City of Louisville Housing Plan, adopted in May 2024 ("Housing Plan"), identifies a *"strategic and actionable plan for the City to address the future housing needs of Louisville.... the City has determined that the creation of policies and programs to address the housing needs of current and future Louisville residents is a top priority.... This Housing Plan will act as a foundation for future City decision making and guide the upcoming Comprehensive Plan update."*

Our proposal supports many goals, policies, and strategies within the Housing Plan, which highlights the need for diverse housing types including **higher-density, multifamily, rental, and senior-targeted** housing types as follows:

- *Housing production has not kept pace with demand and has failed to deliver the housing needed for a broad spectrum of incomes, including both renters and owners. Louisville lacks a diversity of housing choices with about 70% of the city's housing stock single family detached units. (pg. 2)*

- *The City's current land use and zoning policies have also **limited the market's ability to deliver more varied and affordable housing options in Louisville**. This includes **housing at higher densities** and **income-restricted units** that could **better serve a spectrum of renters and owners** at more accessible price points. (pg. 3)*
- *Louisville should prioritize growing and diversifying its housing stock... achieved with more housing choices across all income levels, including income-restricted units, **accessible senior housing**, entry-level ownership options like condos, cottages, or townhomes, and **more multiunit rental opportunities**. (pg. 3)*
- *Louisville's population is aging quicker than nearby cities, so **the city needs to prioritize attainable and appropriate housing options for seniors**. An aging population will need **more smaller units that meet accessibility standards than what the market currently provides**. Many seniors are also on fixed-incomes, making them especially vulnerable to housing cost increases so income-restricted housing for seniors also needs to be a priority. (pg. 7)*
- *Strategy 3: Comprehensive Policy and Zoning Code Changes to Better Support Residential Development and Allow for More Diverse Housing Types;*

3.3 Modernize Development and Design Standards to Incentivize and Remove Barriers to Appropriate Residential Development:

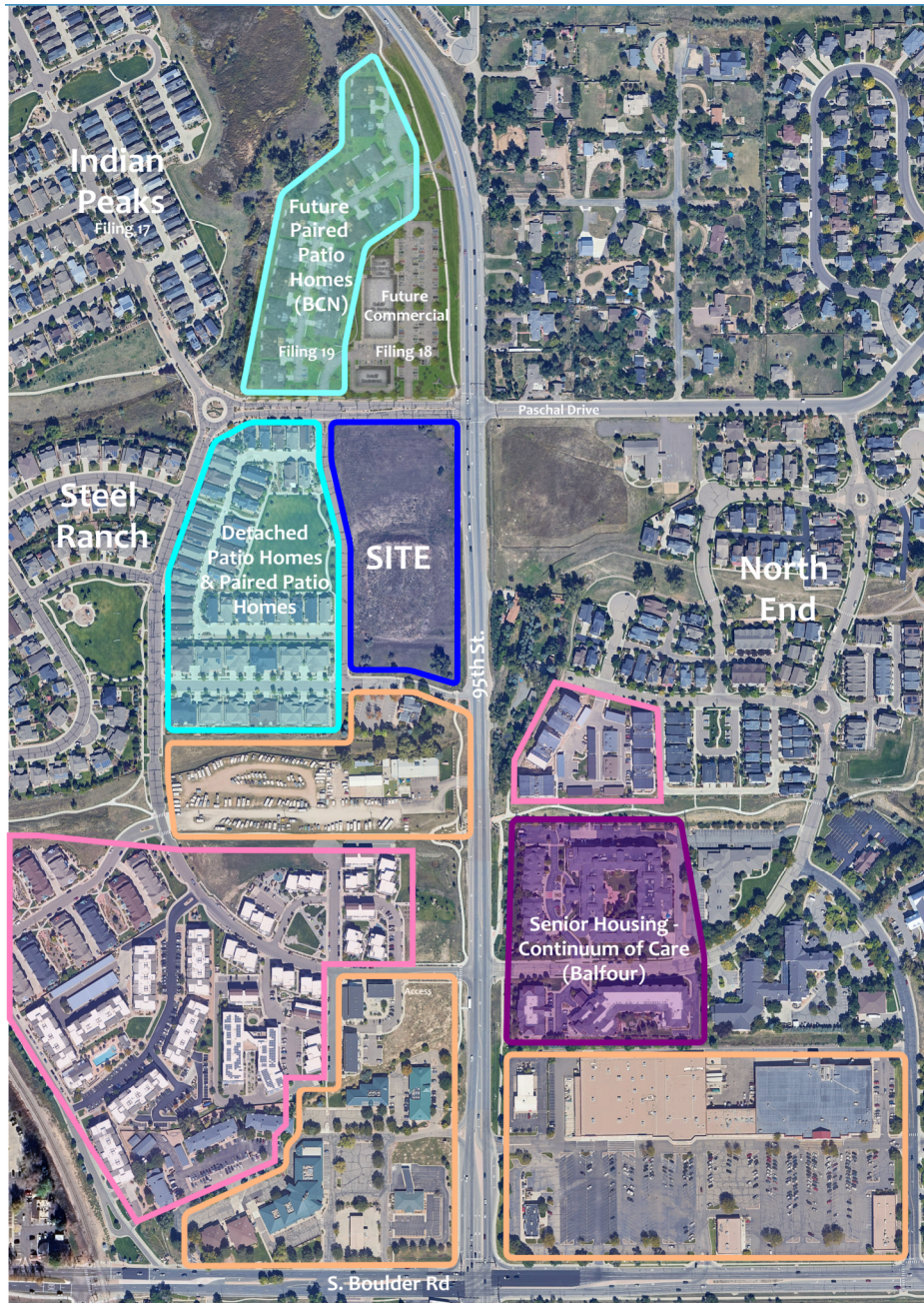
*adopt standards and incentives that allow for and encourage increased height and residential development above commercial downtown; lower minimum lot sizes; require and incentivize a range of housing types on select sites; **adopt incentives programs for accessible and visitable housing units for seniors** and for income-restricted housing in Transit Oriented Development (TOD) areas. (pg. 11)*

- *Goal 3: Diversify Louisville's Housing Stock: The City should diversify the range of available housing options, promoting the development of mixed-use and mixed-income neighborhoods, and streamlining zoning regulations to accommodate different housing for a variety of household sizes and demographics. This includes **more housing choices for seniors, empty-nesters, young families, disabled individuals, renters, first-time homebuyers, and to support Louisville's retail and commercial areas**.*
- *Action 1.1 : Establish Criteria and Identify Areas for Zoning Changes to Support Additional Residential Development*

There are currently some areas where residential development may be appropriate, but it is currently prohibited or restricted. With the post-Covid downturn in the commercial real estate market, especially in Louisville, the demand for commercial land has lessened while a clear and pressing demand for residential land has emerged. (pg. 31)

Per Community Engagement that helped inform the Housing Plan:

- *There is a desire for more residential density and height in appropriate areas like downtown, along transit corridors, and near major roads (e.g., McCaslin corridor) in recognition that it is an important step to addressing housing affordability in Louisville. (pg. 8)*
- *Community members emphasized environmental sustainability through mixed use, residential density, transit, energy efficiency, and water conservation. However, concerns were raised about the impact and cost of the City's net zero building requirements for residential projects adopted in 2021. (pg. 8)*



Context Map

Given the context of nearby existing senior housing, Videra can fulfill a missing local niche, providing transitional senior housing to bridge the gap in unit type and price point between active adult detached and attached homes (Steel Ranch/Indian Peaks), highlighted in cyan above, and full continuum of care facilities (Balfour), highlighted in purple above to the southeast of the Site.

The Site is eligible for a zone change to residential (from commercial mixed-use) because it has:

- good access to public transit, bicycle, and pedestrian facilities
- adequately served by infrastructure (water, sewer, streets, etc.)
- is near existing or future resident services (retail, community centers, etc.), highlighted in tan above
- is larger than 1 acre
- there are high recent vacancy rates in nearby commercial [and no demand for new commercial]





Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

April 20, 2026

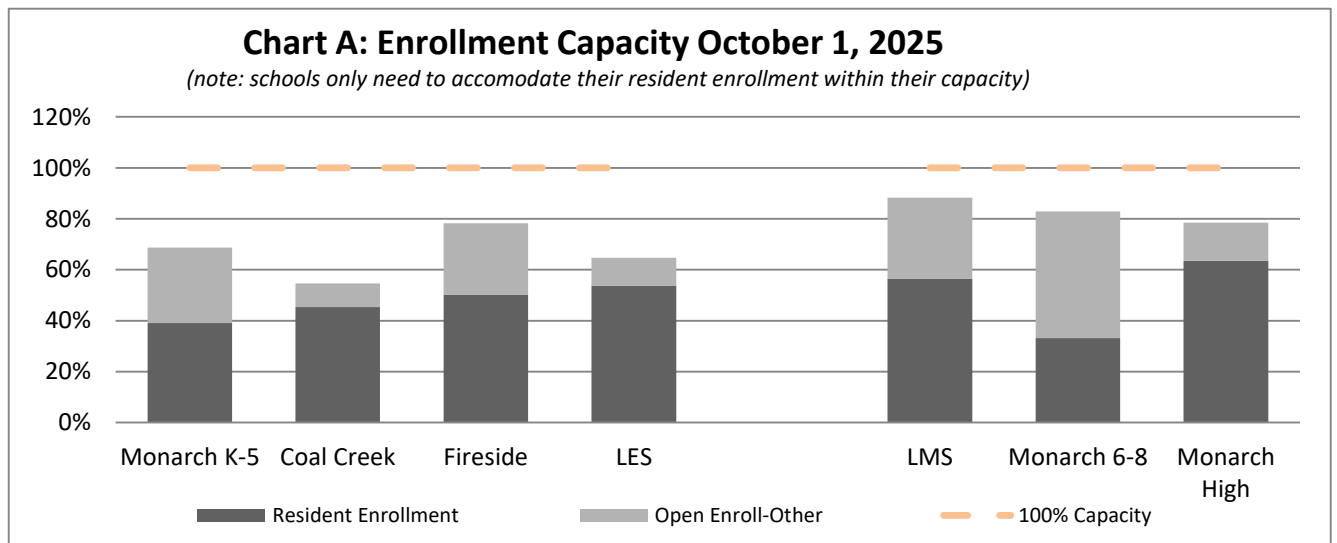
City of Louisville
Dept. of Planning and Building Safety
Attn: Matt Post
749 Main St.
Louisville, CO 80027

RE: Steel Ranch Concept Plan

Dear Matt:

Thank you for submitting the Steel Ranch Concept Plan materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of student contribution to neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school serving Louisville. On the whole, these schools are operating below their program capacity, particularly when considering the level of current enrollment being occupied by open enrolled students (those from outside a school’s attendance area that a school is not required to accommodate). As the chart shows, however, enrollment levels do vary between schools.



The Steel Ranch Concept Plan submittal proposes to add between 24 and 30 townhome and 150 to 174 apartment units to the Louisville Elementary, Louisville Middle, and Monarch High feeder system. The application materials indicate that the units are to be age-targeted or age-restricted to

people over age 55. Should this development be age-targeted with no permanent deed restrictions, it may possibly add as many as 22 students to this feeder, although it's questionable whether age targeted units will attract the same number of families with children than units marketed to the general population. Should units be permanently age-limited through deed restrictions, BVSD would not expect the development to house school-age children.

Chart B shows the currently projected enrollment for the impacted schools, which are expected to continue declining in the coming years. Declines in enrollment have been the result of falling numbers of births and fewer school-age children within the district's existing neighborhoods. Housing availability and affordability for families with children also appears to be a major constraint. Louisville elementary itself has declined in the number of BVSD students residing in its attendance area from 652 elementary students in 2018 to 411 in 2025, with that number expected to continue declining in the coming years.

CHART B

School	Program Capacity	Projected Enrollment				
		2025-26	2026-27	2027-28	2028-29	2029-30
Louisville El.	590	382	373	363	355	343
<i>% capacity</i>		<i>65%</i>	<i>63%</i>	<i>62%</i>	<i>61%</i>	<i>60%</i>
Louisville M.S.	708	625	618	599	568	542
<i>% capacity</i>		<i>88%</i>	<i>87%</i>	<i>85%</i>	<i>80%</i>	<i>77%</i>
Monarch H.S.	1868	1467	1446	1394	1328	1305
<i>% capacity</i>		<i>79%</i>	<i>77%</i>	<i>75%</i>	<i>71%</i>	<i>70%</i>

Projection notes and assumptions:

- Only the impacts of housing units expected during projection period are included.
- Enrollment growth in existing neighborhoods is assumed to continue declining over the next 5 years.

When considered in the context of broader development activity and current enrollment trends in Louisville, this proposal is not expected to generate student enrollment at a level that would materially affect school capacity or help offset continued enrollment decline. While BVSD does not have concerns about overcrowding at the impacted schools, the district remains concerned about the limited supply of housing that is suitable and attainable for families with school-age children, as that housing is more closely tied to long-term enrollment stability.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 720-561-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,



Glen Segrue, A.I.C.P.
Senior Planner

Subject: Concept Plan — Centennial Parkway Affordable Housing Project
Concept Plans provide Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be one round of public comment. There will be no final decisions made on this item, and it may return at a later date for action by Council.

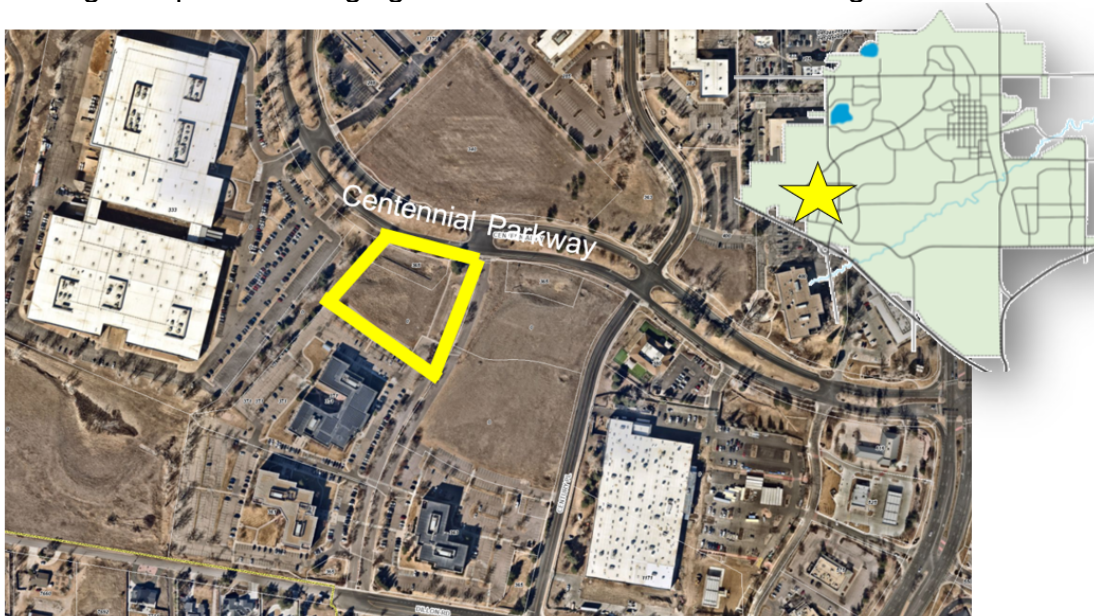
Date: June 2, 2026

Prepared By: Jeff Hirt, Planning Manager
Rob Zuccaro, Director

Presented By: Jeff Hirt, Planning Manager
Rob Zuccaro, Director

Summary:

The applicant, Koelbel and Company, requests a Concept Plan review for a 100 unit, 100% permanently affordable rental housing development on an approximately 2.8 acre vacant site in the Centennial Valley Business Park. The proposal includes a single building with portions ranging from three to four stories in height.



Background / Prior Discussions:

Purpose of the Concept Plan Process

The Concept Plan process allows applicants to receive early feedback from City Council and the community regarding key issues, policy considerations, and areas for

refinement before detailed land use review.

No formal action, consensus, or majority vote will be taken by City Council, and any comments provided are advisory only and not binding on future applications or decisions. No other boards or commissions have reviewed this proposal.

Staff does not provide a formal recommendation on Concept Plan requests, but instead identifies key policy considerations and preliminary issues for future evaluation. If the applicant proceeds with formal applications, those requests would require additional public hearings, opportunities for community input, and comprehensive staff review.

Site Background

The subject property is zoned Planned Community Commercial and is governed by the Centennial Valley General Development Plan (GDP), which establishes allowable land uses and development intensity throughout the approximately 487-acre GDP area (see Attachment 2). The site is currently vacant and is located within the “L2” subarea, which currently allows only commercial land uses. The surrounding area includes a mix of office uses, undeveloped land, and nearby commercial development along the McCaslin Boulevard corridor.

The GDP establishes permitted land uses and maximum development intensity by subarea, including allowable building square footage. Residential areas within the GDP have largely developed as planned, although some neighborhoods impacted by the Marshall Fire continue to rebuild. The GDP does not establish maximum building heights; building height is instead governed by the Planned Community Commercial zone district, which currently allows buildings up to 35 feet in height.

The subject property is well served by existing infrastructure and transportation access. The site has vehicular access from Centennial Parkway and is located approximately one block from the McCaslin Boulevard commercial corridor, including the future King Soopers Marketplace planned to open in 2026. Existing sidewalks and multi-use paths connect the site to nearby commercial areas and the US 36 and McCaslin Park-n-Ride, located less than one-half mile away with regional transit connections to Boulder and Denver.

Development Proposal:

The proposal includes 100 deed-restricted, permanently affordable rental housing units in a single building ranging from three to four stories in height on an approximately 2.8 acre site. The project would include 65 one-bedroom units, 24 two-bedroom units, and 11 three-bedroom units, at a density of approximately 36 dwelling units per acre. The units would serve households earning between 30% and 80% of Area Median Income (AMI), with an average affordability level below 60% AMI.

Koelbel and Compancy has indicated the future General Development Plan (GDP) amendment request is expected to establish a maximum allowable residential density of up to 104 dwelling units on the site to provide flexibility as the project design evolves through future review and financing processes, which would allow a density of up to 38 dwelling units per acre.

The project would require an amendment to the Centennial Valley General Development Plan (GDP) to allow multifamily residential development on the site and establish allowable density and building height. Detailed site design would be reviewed later through a Planned Unit Development (PUD) application process with additional public hearings before the Planning Commission and City Council. The focus of this Concept Plan request and future GDP amendment is whether multifamily residential development is appropriate at this location and at the proposed density and building scale.

Because the project is a 100% affordable housing development that supports adopted City housing goals, the City of Louisville intends to partner with Koebel and Company as a co-applicant for the GDP amendment. Koebel and Company also plans to apply for affordable housing tax credits through the Colorado Housing and Finance Authority (CHFA), with applications anticipated in August 2026. To be eligible, the necessary land use approvals must be in place. The GDP amendment application has therefore already been submitted and is scheduled for Planning Commission review on June 11, 2026, with City Council hearings anticipated in July and August 2026.

The City is also supporting Koebel and Company's Proposition 123 Land Banking Grant application for the project to CHFA through a letter of support.

Koebel and Company has also indicated plans to pursue a broader future GDP amendment to evaluate residential uses on additional sites within Centennial Valley following adoption of the Comprehensive Plan, which supports residential and mixed-use development in portions of the area. Preliminary discussions have generally contemplated lower residential densities on those sites than proposed for the subject affordable housing development. The applicant has also indicated the proposed affordable housing project could potentially satisfy affordable housing obligations associated with future residential development on other Centennial Valley sites through future development agreements and compliance with the City's Inclusionary Housing Ordinance.



**B
F
A
D**

KOELBEL

Louisville Affordable Housing
Louisville, Colorado
May 12th, 2026

MULTIFAMILY TEST FIT
3 levels Type V / 1 Garden level

View From South Centennial
Parkway - 3 story



Figure 1: Conceptual image of proposed project

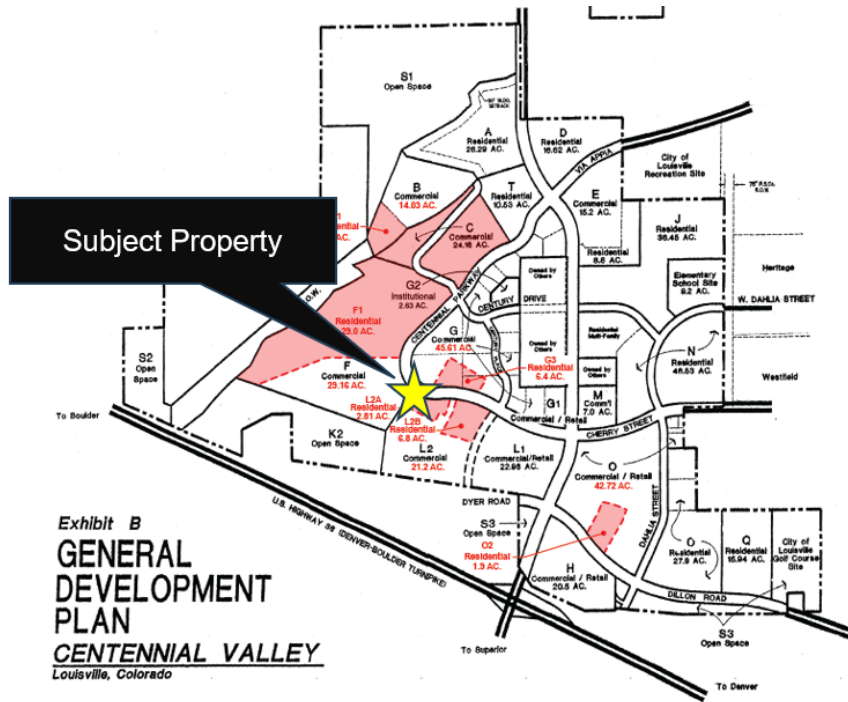


Figure 2: Areas in pink show areas under consideration for future residential development through separate, future processes (not part of this application and subject to change).

Analysis:

The purpose of this section is to identify key issues and considerations that would

require further review through any future General Development Plan (GDP) amendment and Planned Unit Development (PUD) applications.

Applicable Regulations and Policy Considerations

The proposal would require an amendment to the Centennial Valley GDP to allow multifamily residential development on the subject property. Because GDP amendments are evaluated similarly to rezonings under the Louisville Municipal Code, future review would consider whether changing conditions, adopted policy direction, and community needs support residential uses on the site.

Several recently adopted City plans and policies are directly relevant to the proposal.

- **Comprehensive Plan** - Adopted in March 2026, the Comprehensive Plan identifies portions of Centennial Valley as an opportunity area for future residential and mixed-use development. The plan includes policies supporting affordable housing, residential development near transit and services, and redevelopment of underutilized commercial land, while also emphasizing building height, density, and compatibility with surrounding development. The subject site is designated within the Integrated Development/FLEX placetype, which supports a mix of residential, employment, and commercial uses. The FLEX placetype generally supports building heights up to three stories and residential densities of 18–30 dwelling units per acre, while also noting flexibility based on site context and community benefits, including affordable housing (p. 37). Future evaluation of the proposal would require consideration of these policies on balance with one another. See Attachment 3 for a list of relevant Comprehensive Plan policies.
- **Louisville Housing Plan** – The Housing Plan supports increasing residential development opportunities, expanding and maintaining affordable housing, and diversifying Louisville’s housing stock. Relevant action items include identifying areas appropriate for zoning changes to support additional residential development and strengthening partnerships to support new income-restricted affordable housing projects. The proposed project and potential future GDP amendments in Centennial Valley relate directly to these adopted housing goals and strategies. See Attachment 3 for a list of relevant Housing Plan policies.
- **City Housing Commitments** - The proposal also relates to broader City housing commitments. Louisville participates in the Boulder County Regional Housing Partnership goal of achieving 12% permanently affordable housing by 2035. Current estimates indicate the City remains below 5% permanently affordable housing citywide. The City also adopted a Proposition 123 commitment in 2023 establishing a goal of creating 77 permanently affordable housing units by the end of 2026 in order to remain eligible for State housing funding opportunities.

Several development regulations would also apply to any future detailed development proposal, including but not limited to:

- Wildland Urban Interface (WUI) regulations related to wildfire mitigation, building materials, and landscaping;

- Traffic and transportation analysis requirements; and
- The City’s Inclusionary Housing Ordinance (IHO), including any amendments adopted prior to future approvals.

Because the proposal is a 100% affordable housing development located near regional transit, current code provisions would not require minimum off-street parking.

Preliminary Key Issues for Consideration

Staff has preliminarily identified several issues likely to require the greatest level of discussion and evaluation through future review processes.

- **Building Height:** Portions of the proposed building would be four stories, exceeding the general three-story guidance for the FLEX placetype. However, the Comprehensive Plan also states that height guidance should be evaluated flexibly based on project context and community benefits, including affordable housing (p. 37).
- **Residential Density:** The proposal includes approximately 36-38 dwelling units per acre, exceeding the FLEX placetype guidance range of 18–30 dwelling units per acre. Similar to building height, the Comprehensive Plan indicates that density guidance may vary depending on project context and community benefits.
- **Compatibility and Land Use:** Future review would also consider compatibility with surrounding development, traffic and transportation impacts, and whether multifamily residential development is appropriate in an area historically planned primarily for commercial uses. The site’s proximity to commercial services, regional transit, and broader City housing goals would also be key considerations.

Council Work Plan:

This item directly advances several 2026 City Council Work Plan housing priorities. A future GDP amendment with the City as a co-applicant would advance the work plan priority of considering City-initiated rezonings to support housing development. The proposed project would also satisfy the City’s Proposition 123 housing commitment goals and advance implementation of the Housing Plan, both identified as Council work plan priorities.

Fiscal Impact:

There is no direct fiscal impact associated with this Concept Plan review. Any future City financial participation or funding commitments associated with the proposed development would require separate City Council consideration and approval.

Alternatives:

No formal action will be taken on this Concept Plan application.

Recommendation:

In accordance with the Concept Plan review process, staff has not provided a recommendation regarding the proposal and have instead identified preliminary key issues and policy considerations for City Council discussion. Any comments or direction provided by the City Council in response to the Concept Plan are advisory in nature and are not binding on future land use applications or subsequent City Council actions.

Attachments:

1. Attachment 1 Affordable Housing Narrative
2. Attachment 2 Centennial Valley August 2015 GDP
3. Attachment 3 Applicable Comprehensive and Housing Plan Policies
4. CC Presentation - CV Housing 6.2.26



5291 E. YALE AVENUE
DENVER, COLORADO 80222
P 303 758 3500
KOELBELCO.COM

Centennial Valley – Affordable Family Housing



Koelbel and Company is pleased to present to the City of Louisville this application for Centennial Valley Affordable Apartments (CVA), a new family oriented affordable housing project in Louisville, CO. Located in the Centennial Valley Business Park, CVA will be situated within walking distance of regional transit, local employment centers, a grocery store, childcare facilities, restaurants, shops and more.

CVA is proposed to consist of one hundred (100) affordable family housing units in a single building. The building will be constructed with five levels of Type V fully sprinkled wood frame construction. The building is contemplated to be designed with an envelope consisting of some or all of the following materials: masonry, pre-manufactured stone veneer, metal-clad siding, fiber cement siding, punched windows, and storefront. The site will be fully surface parked at a 1:1 parking to unit ratio. Vertical circulation of the building will consist of two elevators and two stair cores.

This proposed development will meaningfully surpass the minimum 77 units required as part of the City's 2024 Proposition 123 Commitment to increase the affordable housing supply by December of 2026. While these units will not be delivered by the end of 2026, we believe that securing the Land Banking Grant as well as submitting for Tax Credits in August will demonstrate a strong, continued effort, to deliver these housing units. We believe this effort will satisfy the Prop 123 commitment and ensure the City of Louisville and Koelbel will remain eligible for additional Prop 123 subsidy, which is contemplated in our proforma.

Each residential unit will be individually temperature controlled and include a full kitchen (with dishwasher, oven/range, microwave, refrigerator/freezer, and garbage disposal), coat closet, washer and dryer, and cable and internet wiring. Community amenities will consist of a community room, fitness room, bicycle storage, on-site property management, controlled access entries, and security cameras. The exterior amenities will include a community space such as a picnic area with outdoor dining and seating areas and/or a playground facility.



5291 E. YALE AVENUE
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 P 303 758 3500
 KOELBELCO.COM

CVA will follow, at a minimum, the sustainability criteria as set forth by the National Green Building Standards. Some of the energy efficiencies included in the project are the use of Energy Star appliances, all LED lighting, and advanced water conserving appliances. Additionally, at least 10% of the parking on site will be EV-ready and the project is designed to be electrification ready. We propose joint pursuit of state and federal energy grants that can be loaned into the project to secure the necessary funding for additional energy efficiencies such as a fully electric community utilizing electric resistance heat pumps or geothermal heating and cooling.

The proposed unit mix will contain sixty-three (65) one-bed / one-bath units, twenty-four (24) two-bed / one-bath units, and eleven (11) three-bed / two-bath units. The project targets low-to-moderate income families and utilizing the income averaging approach of AMI levels between 30%-80% with the average AMI below the 60% AMI threshold per the unit mix below:

Centennial Valley Affordable Apartments - Unit Mix				
AMI	1 Bed / 1 Bath	2 Bed / 1 Bath	3 Bed / 2 Bath	Total
30%	4	1	1	6
40%	4	1	1	6
50%	4	2	1	7
60%	44	16	6	66
70%	6	3	1	10
80%	3	1	1	5
Total	65	24	11	100

The project site is located less than a half mile from the US 36 and McCaslin Blvd. regional transit stations. From there, residents will have easy access to Boulder and greater Denver and Denver Metro areas via RTD’s Flatiron Flyer. Locally, residents will have immediate access to multiple childcare facilities, schools, grocery centers and pharmacies. In addition, residents are within minutes of the US 36 Bikeway that provides an off-street route for safe and pleasant pedestrian or bicycle travel that is connected to the entire community.



Unit Tabulations						
	Garden	Level 1	Level 2	Level 3	Grand Totals	%
UNITS						
1 BED	8	19	19	19	65	65.00%
2 BED	3	7	7	7	24	24.00%
3 BED	2	3	3	3	11	11.00%
Total	13	29	29	29	100	100.00%

	Parking		Building Square Footages					
			Circulation	Amenity	Utility	Net SF	Gross SF	
Compact	17	17.00%	Garden	3,000	1,590	1,850	13,400	18,250
ADA	5		Level 1	3,390	0	250	25,410	29,050
Standard	43		Level 2	3,390	0	250	25,410	29,050
(E) Standard	35		Level 3	3,375	0	250	24,570	28,210
Total	100		Grand Totals	13,155	1,590	2,600	88,790	104,560
Per Unit	1.00		% of Gross	12.58%	1.52%	2.49%	84.92%	

- Key Notes
1. Tenant Parking
 2. Tenant Entrance
 3. Wireless Pedestals
 4. (E) Detention Amenity
 5. Landscape Amenity
 6. Compact Parking
 7. Surface Parking
 8. Standard Parking

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Louisville Affordable Housing
Louisville, Colorado

May 12th, 2026

MULTIFAMILY TEST FIT
3 levels Type V / 1 Garden level

TYPICAL FLOOR PLAN
SCALE 1" = 40'



NORTH



©2026 BRYANT FLINK ARCHITECTURE + DESIGN



Louisville Affordable Housing
Louisville, Colorado

May 12th, 2026

MULTIFAMILY TEST FIT
3 levels Type V / 1 Garden level

FLOOR PLAN
SCALE 1" = 40'



NORTH



©2026 BRYANT FLINK ARCHITECTURE + DESIGN



Louisville Affordable Housing
Louisville, Colorado

May 12th, 2026

MULTIFAMILY TEST FIT
3 levels Type V / 1 Garden level

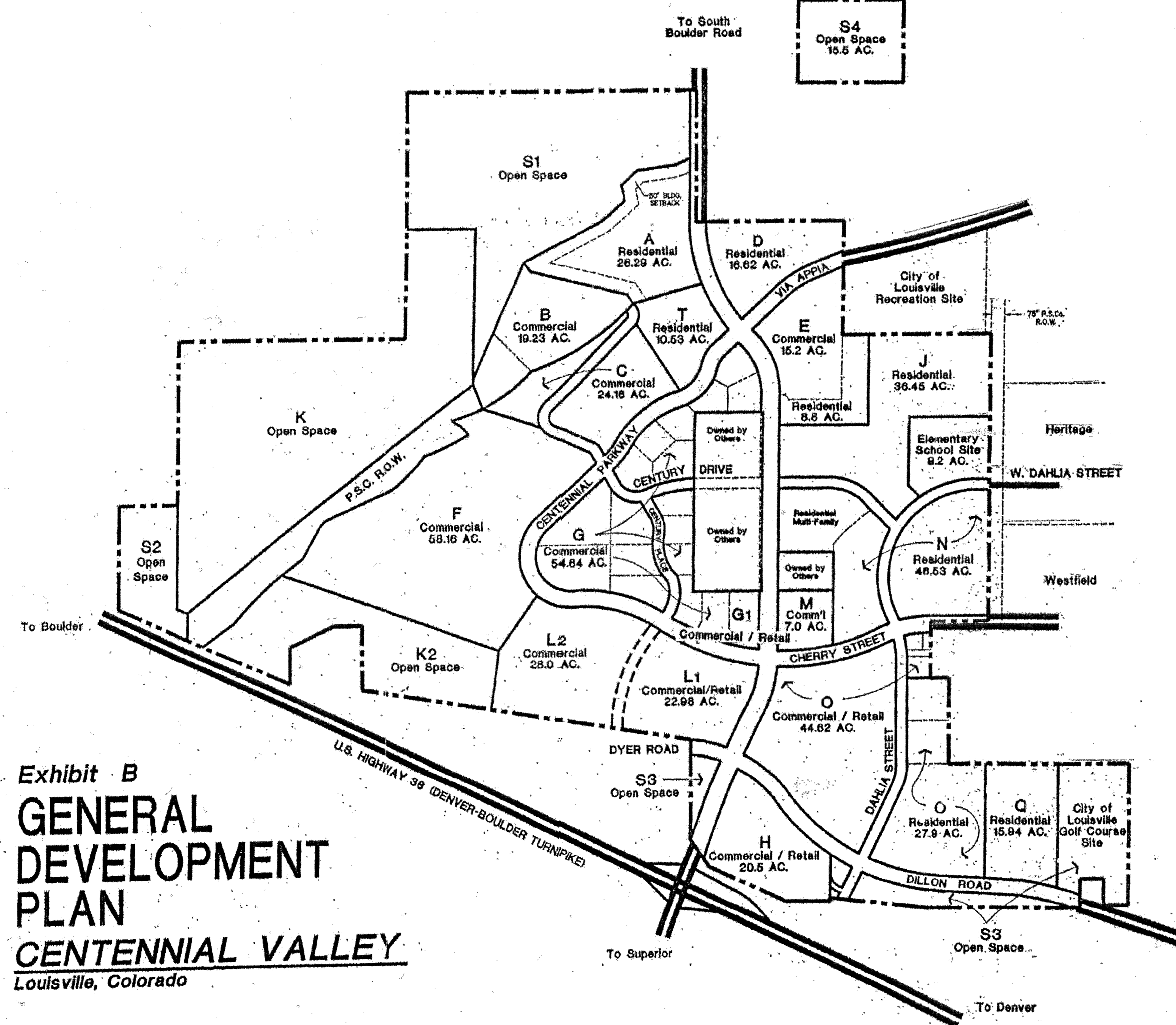
View From South Centennial
Parkway - 3 story



NORTH

R Residential 3.69 AC.
 S5 Open Space 26.69 AC.

S4 Open Space 15.6 AC.



DESIGNATED USES	PLANNING AREAS	ACREAGE	AVERAGE DENSITY	DWELLING UNITS	GROSS BUILDING AREA
RESIDENTIAL					
SINGLE FAMILY	A D E J N Q R T	155.48	3.92	609	-
MULTI-FAMILY	N O	37.29	13.70	511	-
TOTAL RESIDENTIAL		192.75	6.81	1120	N/A
NON-RESIDENTIAL					
RETAIL	H L M O G I	62.98	.20	-	522,259 SF
RESEARCH / OFFICE	B C F G L	184.19	.36	-	2,888,400 SF
MIXED USE (EXCLUDING RESIDENTIAL)	O E H M	47.39	.36	-	477,600 SF
TOTAL NON-RESIDENTIAL		294.56	.31	N/A	3,888,159 SF
TOTAL DEVELOPMENT		487.31 AC.	N/A	1120	3,888,159 SF
OPEN SPACE					
OPEN SPACE PARCELS K, K2, S1-S5		295.01			
ARTERIAL ROADS		90.46			
TOTAL OPEN SPACE		385.47			
SCHOOL SITE		9.22			
TOTAL LAND		882.00 AC.			

USE FOR EACH PARCEL ALLOWABLE UNDER DESIGNATED USES (1)

PARCEL L	CORPORATE USER / RETAIL / MIXED USE
PARCEL B C F G	RESEARCH / OFFICE / RETAIL
PARCEL E	MIXED USE / COMMERCIAL
PARCEL M	RETAIL / OFFICE
PARCEL O	MIXED USE / RETAIL
PARCEL H	HOTEL / MIXED USE / RETAIL
PARCEL N O	TOWNHOUSE AND MULTI-FAMILY
PARCEL A D E J N Q R T	SINGLE FAMILY DETACHED
PARCEL K - K2	OPEN SPACE
PARCEL S1 - S5	OPEN SPACE

(1) SPECIFIC DESCRIPTIONS OF PERMITTED LAND USES AND DENSITIES FOR EACH PARCEL IDENTIFIED ON THE GDP MAY BE FOUND IN THE CENTENNIAL VALLEY AMENDED AND RESTATED DEVELOPMENT AGREEMENT AS AMENDED.

OWNERSHIP SIGNATURE BLOCK

By signing this PUD, the owner acknowledges and accepts all the requirements and intent set forth in this PUD. Witness my/our hand(s) seal(s) this 4th day of August, 2015.

W. Scott Kuntzberg
 Owner Name and Signature

Rene M. Sobczyk (Notary Seal)
 Notary Name (print)

Rene M. Sobczyk
 Notary Signature

My Commission Expires April 23, 2018

CITY COUNCIL CERTIFICATE

Approved this 18 day of JULY 2015 by the City Council of the City of Louisville, Colorado.

ORDINANCE
 Resolution No. 1696, Series 2015

Robert P. Sullivan (City Seal)
 Mayor Signature

Shirley Carra
 City Clerk Signature

PLANNING COMMISSION CERTIFICATE

Approved this 9 day of JULY 2015 by the Planning Commission of the City of Louisville, Colorado.

Resolution No. 26, Series 2015

CLERK AND RECORDER CERTIFICATE (COUNTY OF BOULDER, STATE OF COLORADO)

I hereby certify that this instrument was filed in my office at _____ o'clock, _____ M., this _____ day of _____, 20____, and is recorded in Plan File _____, Fee _____ paid, _____ Film No. _____ Reception.

 Clerk & Recorder

 Deputy

Exhibit B
GENERAL DEVELOPMENT PLAN
CENTENNIAL VALLEY
 Louisville, Colorado

Attachment 3: Applicable Comprehensive Plan and Housing Plan Policies for the Centennial Valley Affordable Housing Development
 June 2, 2026

FUTURE LAND USE FRAMEWORK

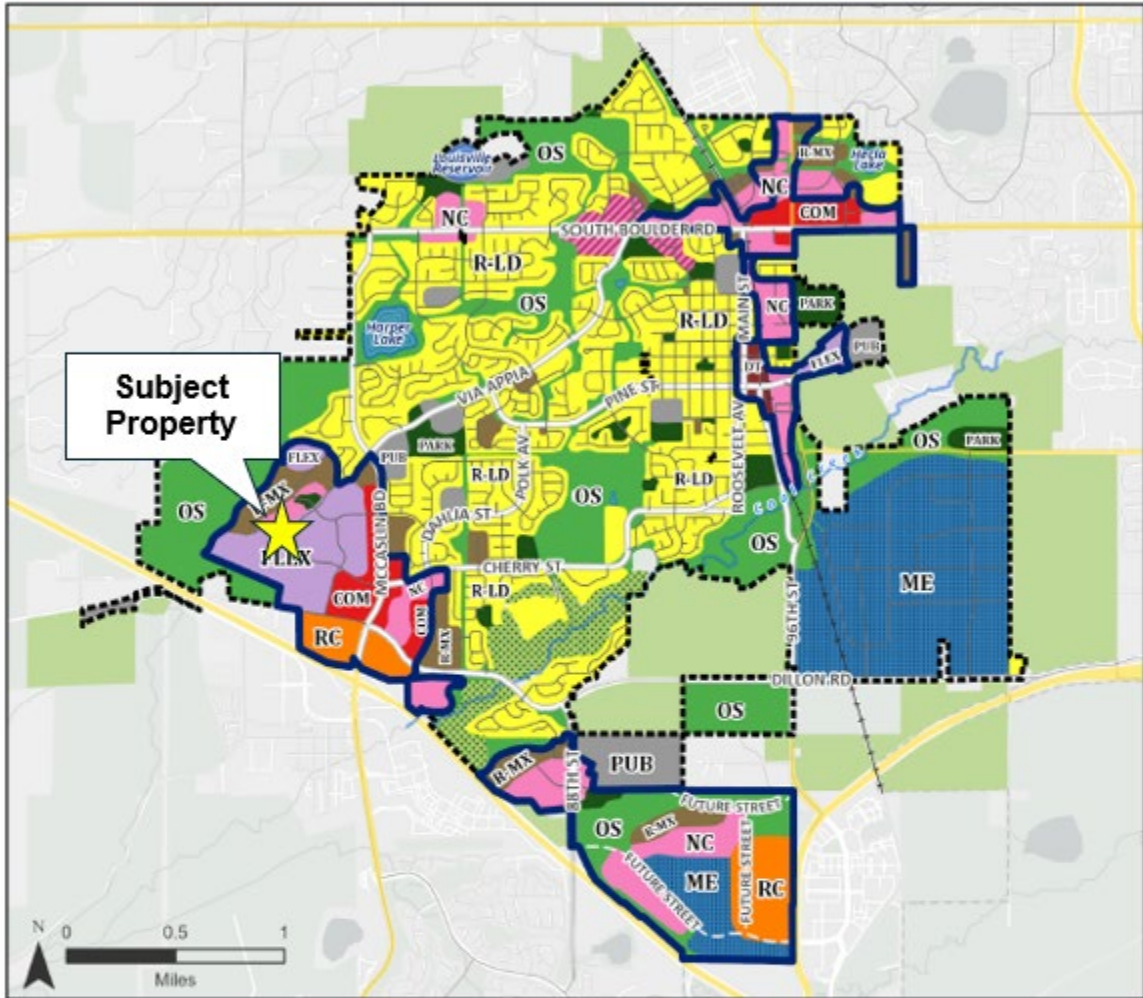


Figure 11: Future Land Use Framework
 Source: City of Louisville

LEGEND	
Placetypes	
 Residential Low Density (R-LD)	
 Residential Mix (R-MX)	
 Neighborhood Center (NC)	
 Downtown (DT)	
 Regional Center (RC)	
 Commercial Corridor (COM)	
 Integrated Development/FLEX (FLEX)	
 Public Facilities (PUB)	
 Parks and Recreation (PARK)	
Overlay Areas	
 Golf Course	
 Naturally Occurring Affordable Housing (NOAH) Overlay	
 City Limits	
 Opportunity Area	
 Open Space outside of Louisville	

Integrated Development (FLEX)

Community Character

Description: The Integrated Development/ FLEX placetype supports a mix of residential, employment, and commercial uses in a coordinated, adaptable environment. These areas allow different uses to coexist and evolve over time, creating opportunities for housing choice, job growth, and neighborhood-serving retail. The intent is to foster a vibrant, walkable setting where uses complement each other and support daily needs.

Location: Primarily located in the Centennial Valley area, with additional sites elsewhere in the city where flexible land use is appropriate. These locations typically have access to major arterial roads and are near existing commercial areas.

Land Use and Scale

Primary Land Uses:

- Retail, Restaurant, Entertainment, and Office
- Light Industrial
- Multifamily Residential

Supporting Land Uses:

- Parks and Recreation
- Open Space, Trails, and Conservation
- Community Places (places of worship, schools, public spaces, community centers, etc.)

Density and Scale:

- Residential Density: 18-30 DU/acre
- Building Heights: 3 stories

Transportation Connectivity

- Areas with existing transportation connections and road systems that can accommodate additional traffic, such as Centennial Parkway; the Centennial Valley area is also close to high-frequency transit.
- Support breaking up large blocks by providing additional transportation connections - particularly bicycle and pedestrian connections - that link open space areas and other activity areas.
- Support trail connections to nearby open space areas.
- Enhance corridors with landscaping, seating, pedestrian-scale lighting, and public art to improve comfort and visual character.



Existing Centennial Valley Office (Left), Boulder Junction Mixed Use (Right); Source: Google Street View

Development Considerations

- Buffer development where commercial and residential uses meet to address noise, lighting, and privacy, using treatments like landscaping and fencing appropriate to the context.
- Provide inviting, well-designed public spaces—especially in larger developments—that are visible from the street and include amenities such as seating, informal play or activity areas, and landscaping.
- Orient buildings toward the street and promote ground-floor activation through design or land uses that create an engaging, neighborhood-scale frontage and contribute to a cohesive public realm.
- Incorporate parks and open spaces to enhance workplace wellness and provide opportunities for outdoor activity.
- Ensure building heights transition appropriately when adjacent to established single-family neighborhoods, typically limiting to two stories at the edge.

List of Applicable Comprehensive and Housing Plan Applicable Policies

Comprehensive Plan Applicable Policies:

- **Goal LU 1. Increase Residential Development Opportunities.** Strategies:
 - LU 1.1 Prioritize the use of vacant and underutilized land for new housing, particularly in areas with access to transit, services, and existing infrastructure.
 - LU 1.5. Support housing types and locations that advance social equity by expanding access to affordable, accessible, and diverse homes for households with a range of needs and incomes.
 - LU 1.6. Leverage new residential development to increase economic vitality and vibrancy in areas with underutilized or long-term vacant commercial land.

- **Goal LU 2. Expand and Maintain Access to Affordable Housing.** Strategies:
 - LU 2.4. Identify and pursue funding and incentive opportunities, including grants, fee reductions, or density bonuses to encourage affordable housing development and preservation.
 - LU 2.6. Continue to support the Boulder County Regional Housing Partnership goal of having 12% of all homes be permanently affordable by 2035 and continue to pursue local policies and partnerships that help Louisville contribute to this target.
 - LU 2.7. Apply and strengthen requirements or incentives for providing onsite affordable units in new residential or mixed-use developments.

- **Goal LU 3. Diversify Louisville’s Housing Stock.** Strategies:
 - Strategy LU 3.3. Require or encourage a mix of housing types, sizes, and price points within larger residential or mixed-use projects to foster inclusive, mixed-income communities.

- **Goal LU 9 Create a vibrant, mixed-use neighborhood in Centennial Valley where daily needs are close by and new housing fosters a strong sense of community while maintaining the core existing commercial areas.** Strategies:
 - Strategy LU 9.4. Support a range of housing types and price points to serve diverse households and support nearby commercial uses.

- **Goal EV 3. Enhance Commercial Areas to Boost Economic Activity.** Strategies:
 - Strategy EV 3.2. Encourage new housing near commercial districts to strengthen customer bases, support local businesses, and increase activity throughout the day and evening.

- Strategy EV 3.5. Support the redevelopment or adaptive reuse of underutilized or outmoded commercial properties to create modern spaces that meet current market needs and contribute to vibrant, mixed-use areas.
- **Goal LU 6 Promote Exceptional Building and Site Design.** Strategies:
 - Strategy LU 6.4. Promote building heights, massing, and architectural details that complement surrounding areas.

Louisville Housing Plan Applicable Policies:

- Goal 1: Increase Residential Development Opportunities
- Goal 2: Expand and Maintain Access to Affordable Housing
- Goal 3: Diversify Louisville’s Housing Stock
- Action Item 1.1: Establish Criteria and Identify Areas for Zoning Changes to Support Additional Residential Development
- Action Item 2.6: Establish and Strengthen Partnerships to Support Preserved and New Income-Restricted Affordable Housing

City Council

June 2, 2026

Concept Plan for Centennial Valley Affordable Housing

Summary

Concept Plan review for General Development Plan (GDP) amendment supporting a:

- 100 unit, 100% permanently affordable housing project in Centennial Valley
- 3-4 story building on a ~2.8-acre site



Concept Plan Purpose

- Early City Council and community feedback
- No formal action tonight
- Comments are advisory only
- Detailed review would occur later through GDP amendment and PUD processes
- Additional public hearings would occur with future applications
- No staff recommendations or detailed analysis

Background

- Site is governed by Centennial Valley General Development Plan (GDP) that establishes zoning
- Only commercial uses allowed on subject property
- Surrounded by vacant land and commercial uses
- Well served by transportation infrastructure

Subject Property



US 36/McCaslin
Park n' Ride



Subject property looking south from Centennial Pkwy

Centennial Valley GDP

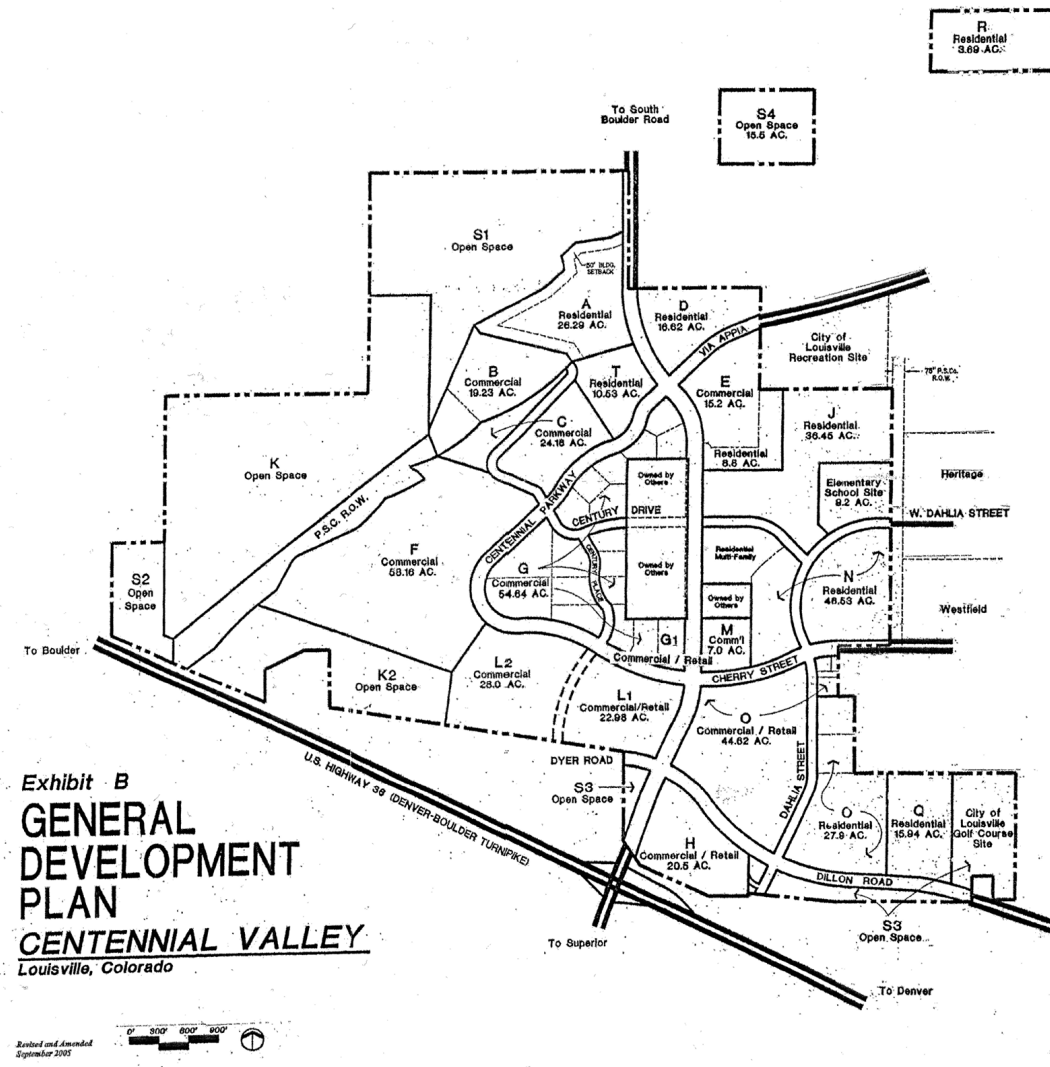


Exhibit B
GENERAL DEVELOPMENT PLAN
CENTENNIAL VALLEY
 Louisville, Colorado

R
Residential
3.69 AC.

S5
Open Space
28.69 AC.

S4
Open Space
15.6 AC.

DESIGNATED USES	PLANNING AREAS	ACREAGE	AVERAGE DENSITY	DWELLING UNITS	GROSS BUILDING AREA
RESIDENTIAL					
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 PARCEL P: MIXED USE / RETAIL
 PARCEL Q: HOTEL / MIXED USE / RETAIL
 PARCEL R: TOWNHOUSE AND MULTI-FAMILY
 PARCEL S: SINGLE FAMILY DETACHED
 PARCEL T: OPEN SPACE

(1) SPECIFIC DESCRIPTIONS OF PERMITTED LAND USES AND DENSITIES FOR EACH PARCEL IDENTIFIED ON THE GDP MAY BE FOUND IN THE CENTENNIAL VALLEY AMENDED AND RESTATED DEVELOPMENT AGREEMENT AS AMENDED.

OWNERSHIP SIGNATURE BLOCK

By signing this PUD, the owner acknowledges and accepts all the requirements and intent set forth in this PUD. Witness my/our hand(s) seal(s) this 19th day of August, 2015.

Ken A. Salzman
 Owner Name and Signature (Notary Seal)

Ken A. Salzman
 Notary Signature
 My Commission Expires April 29, 2018

CITY COUNCIL CERTIFICATE

Approved this 18 day of JULY, 2015 by the City Council of the City of Louisville, Colorado.

ORDINANCE Resolution No. 1696, Series 2015

David P. Mullen
 Mayor Signature (City Seal)

Renee L. Carr
 City Clerk Signature

PLANNING COMMISSION CERTIFICATE

Approved this 9 day of JULY, 2015 by the Planning Commission of the City of Louisville, Colorado.

Resolution No. 26, Series 2015

CLERK AND RECORDER CERTIFICATE
 (COUNTY OF BOULDER, STATE OF COLORADO)

I hereby certify that this instrument was filed in my office at _____ o'clock, _____ M., this _____ day of _____, 20____, and is recorded in Plan File _____, Fee _____ paid, _____ Film No. _____ Reception.

Clerk & Recorder
 Deputy

Proposal

- 100 permanently affordable units
- Mix of 1-3 bedroom rental units
- Residential density: ~36-38 DU/acre (GDP amendment request may increase to 104 unit allowance)
- Building Height: 3-4 stories in one building
- AMI: for households between 30-80% Area Median Income (AMI); with average of 60% AMI
- 1 parking space per unit

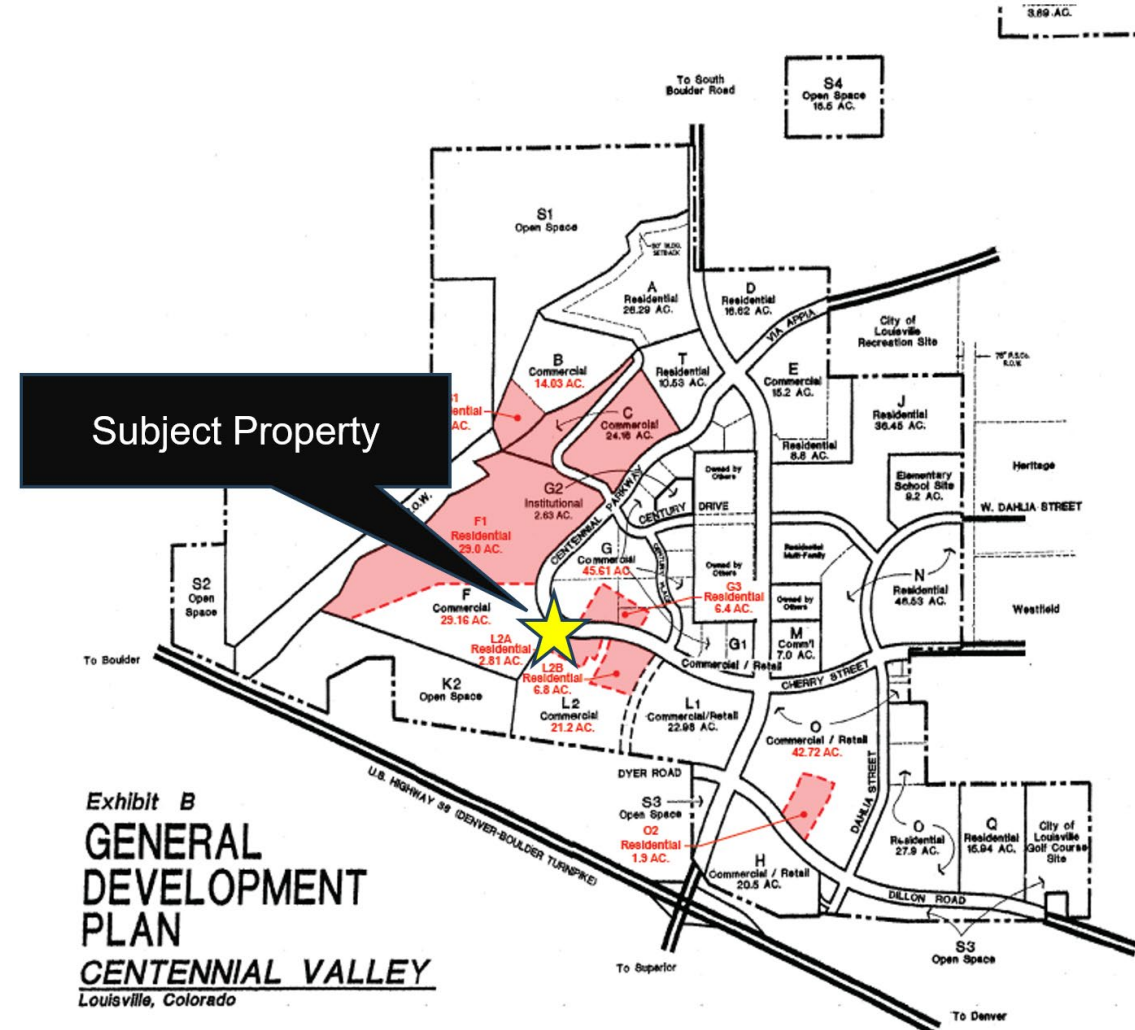


Proposal

- GDP amendment allowing residential - establishes the zoning, density, and building heights
- City as co-applicant for GDP amendment to support housing goals; Prop 123 land banking grant application
- GDP amendment must be in place to meet next affordable housing tax credit funding deadline (August)
- Site planning and design happens in future public processes (PUDs)

Proposal

- Potential separate, future GDP amendment to allow residential on other sites in Centennial Valley under consideration
- Lower densities being contemplated on those sites than the subject project



Applicable Regulations and Policies

Future GDP amendment will be evaluated against:

- Comprehensive Plan
- Louisville Housing Plan
- City Housing Commitments
- Zoning Regulations



Applicable Regulations and Policies

Comprehensive Plan:

- Centennial Valley Opportunity Area
- Support for affordable housing, residential near transit, redevelopment of some commercial areas for residential
- Emphasis on compatibility with surrounding environment – building heights, densities, transitions, etc.

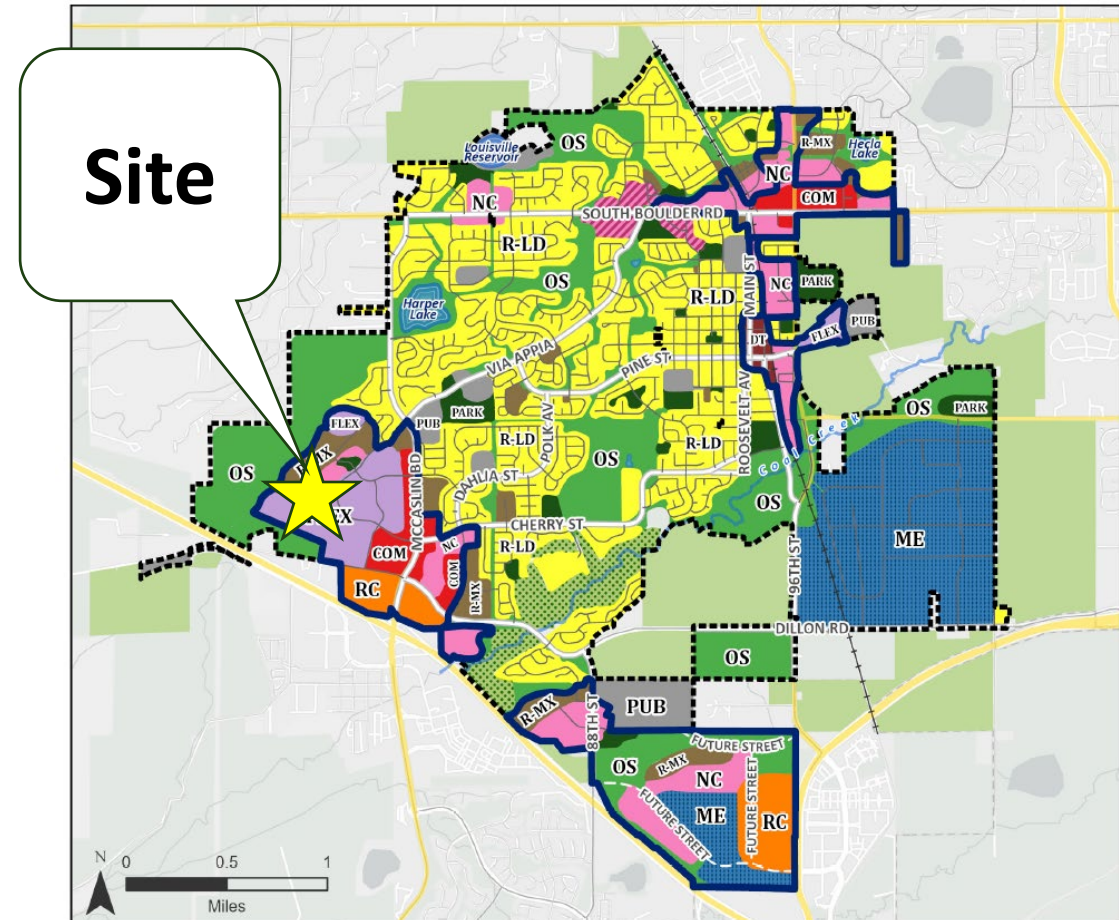


Applicable Regulations and Policies

Comprehensive Plan

- Integrated Development (FLEX) Placetype
- Supports multifamily residential
- Building heights: 3 stories
- Density: 18-30 DU/acre
- Flexibility depending on community benefits

FUTURE LAND USE FRAMEWORK



Applicable Regulations and Policies



Goal 1: Increase Residential Development Opportunities in Louisville



Goal 2: Expand and Maintain Access to Affordable Housing



Goal 3: Diversify Louisville's Housing Stock

The goals help to frame the 3 key strategies that include specific actions for the City to take in the near and long term as it aims to increase access and opportunity for residents in Louisville.

➤ STRATEGY 1



- Targeted Policy and Zoning Code Changes to Reduce Barriers for Residential Development

➤ STRATEGY 2



- Leverage Funding Opportunities and Partnerships to Support Income-Restricted Affordable Housing

➤ STRATEGY 3



- Comprehensive Policy and Zoning Code Changes to Better Support Residential Development and Allow for More Diverse Housing Types

Applicable Regulations and Policies

City Housing Commitments

- Boulder County Regional Housing Partnership 12% affordable housing goal
- Proposition 123 – significant progress towards goal of 77 affordable units by end of 2026 to maintain eligibility for related funding

Applicable Regulations and Policies

- Wildland Urban Interface (WUI) regulations apply
- Subject to zoning regulations
- Traffic and transportation analysis
- Inclusionary Housing Ordinance
- No minimum parking requirement

City Council Work Plan

Addresses the following items:

- Implementation of elements of the Comprehensive Plan and Housing Plan
- To consider City-initiated rezonings to support housing goals
- Proposition 123 commitment



2026 Louisville City Council Work Plan

Housing Policy

Includes implementation of the Housing Plan through development and adoption of code changes and policies, partnership with regional efforts, and a push to break ground on new units within Louisville.

Additional Guiding Documents

- Housing Plan
- State Requirements
 - [HB 24-1313](#) (Housing in Transit Oriented Communities)
 - [SB 24-174](#) (Sustainable Affordable Housing Assistance)
 - [HB 24-1152](#) (Accessory Dwelling Units)
 - [HB 24-1007](#) (Prohibit Residential Occupancy Limits)
 - [HB 24-1304](#) (Minimum Parking Requirements)
 - [HB 24-1175](#) (Local Government Rights to Property for Affordable Housing)
 - [Proposition 123 Compliance](#)

PROPOSED 2026 Priority Items

Item	Description	2026 Council Actions	Timing	B & C, C, TF
Potential City Initiated Rezoning (Lead: Community Development Director)	Consider potential city-initiated rezoning for housing development. The 2025 Comprehensive Plan's future land use framework will provide guidance for any such rezoning.	As a potential action item from the 2025 Comprehensive Plan, there could be 1-3 meetings on the subject.	TBD	TBD
Potential Property Acquisition or Project Contribution for the Creation of Affordable Housing (Lead: Community Development Director)	Potential to utilize budgeted capital funding for acquisition or contribution to leverage additional funding and support affordable housing.	Anticipate one council meeting in 2025 to develop strategy and one meeting in 2026 to explore opportunities with consultants.	TBD	TBD

Key Issues

Consideration of adopted policies addressing housing, land use, and compatibility on balance related to:

- Building Heights (4 stories proposed)
- Residential Density (~36-38 DU/acre)
- Exceeds FLEX placetype guidance of 3 stories, 18-30 DU/acre



Subject: Ordinance No. 1927, Series 2026 — An Ordinance Amending Chapter 13.08 of the Louisville Municipal Code Concerning Metering of Water Usage in Mobile Home Parks — 1st Reading, Set Public Hearing

1st Reading includes the Staff Presentation and questions from Council. There is no opportunity for public comment. The Public Hearing (2nd Reading) will be set on this item for a later date. The Public Hearing will allow 2 rounds of public comment.

Date: June 2, 2026

Prepared By: Cory Peterson, Deputy Director of Utilities

Presented By: Kurt Kowar, Director
Cory Peterson, Deputy Director of Utilities

Summary:

Staff recommends the City Council approve Ordinance No. 1927, Series 2026 on first reading and set a public hearing. The ordinance amends Chapter 13.08 of the Louisville Municipal Code to establish specific provisions regarding water metering and utility service responsibilities within mobile home parks.

The proposed ordinance authorizes the City to require mobile home parks to be served through one or more primary water meters where determined necessary for utility operations, public health protection, regulatory compliance, or consistency with utility best practices. The ordinance also clarifies ownership, maintenance, billing, and operational responsibilities associated with private water infrastructure located within mobile home parks.

The proposed updates are intended to improve long-term utility system management, clearly define responsibilities between the City and mobile home park operators, remove hazardous conditions from staff, and align utility operations with modern water system standards and practices.

Background / Prior Discussions:

The ordinance establishes a framework allowing the Superintendent to require primary metering for existing or new mobile home parks when necessary for operational, regulatory, or public health reasons.

Staff have had numerous conversations with the City's existing mobile home park on the proposed change and will issue a formal notice (sample attachment) following

adoption of the ordinance.

Staff plan to convert the existing mobile home park to a primary metering configuration during the City’s systemwide water meter replacement program currently underway and should be complete by early Fall 2026.

Development Proposal:

N/A

Analysis:

The proposed ordinance creates a new Section 13.08.190 within the Louisville Municipal Code establishing special provisions related to water service and metering within mobile home parks. Over time, expansions and additions to existing mobile homes have increasingly encroached over existing meter pits and utility infrastructure, creating operational challenges for the City. In several locations, meter pits are no longer safely or reasonably accessible for routine meter reading, maintenance, inspection, repair, or replacement activities. Existing configurations also create difficulties in clearly identifying the separation point between the City’s public water system and privately owned infrastructure.

The current configuration may also require City staff to access confined or unsanitary areas beneath mobile homes or additions in order to inspect or maintain water infrastructure. These conditions can expose staff to hazardous working environments, including limited access, poor ventilation, animal waste, standing water, deteriorated structures, and other unsafe conditions within private property areas not intended for routine public utility operations. The proposed primary metering approach would establish a clearly defined separation between the City-owned and privately owned systems, improve accessibility for utility operations, enhance protection of the public water system through proper backflow separation, and align utility practices with modern operational and regulatory standards.

Council Work Plan:

These actions support Core Services, Financial Stewardship & Asset Management, and Environmental Sustainability through improved utility system management, infrastructure accountability, and protection of the public water system.

Fiscal Impact:

Conversion of the existing mobile home park to a primary metering configuration will result in costs to the City associated with installation of the primary meter and related infrastructure improvements. These costs have been anticipated and budgeted as part of the City’s ongoing water meter replacement and waterline replacement programs in 2026.

Utility costs to the mobile home park are expected to remain generally consistent following conversion and may potentially be reduced depending on operational efficiencies and internal management practices.

No other significant fiscal impacts have been identified.

Alternatives:

Take no action and leave Chapter 13.08 unchanged:

- Existing service configurations will continue to fall out of date with current utility operational practices and standards.

- Staff may remain potentially exposed to unsafe working conditions.
- The separation point between the City’s public water system and the private mobile home park water system will remain undefined, which could result in future regulatory concerns, operational challenges, and potential liabilities.

Recommendation:

Approve Ordinance No. 1927, Series 2026 on first reading and set the public hearing.

Attachments:

1. Ordinance No. 1927, Series 2026
2. 2026-05 Notice and Order Meter Conversion

**ORDINANCE NO. 1927
SERIES 2026**

AN ORDINANCE AMENDING CHAPTER 13.08 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING METERING OF WATER USAGE IN MOBILE HOME PARKS

WHEREAS, due to the distinctive aspects of mobile home park ownership and water infrastructure, the City Council finds that such properties require special consideration and a unique regulatory approach; and

WHEREAS, the City Council desires to amend Chapter 13.08 of the Louisville Municipal Code to set forth specific regulations concerning the metering of water usage in mobile home parks.

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

Section 1. Section 13.08.030.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 13.08.030. Separate connection required.

A. Except as provided in subsection B or section 13.08.190, two or more premises may not be supplied from one and the same connection unless the structures on the premises are served in such a manner on the effective date of the ordinance codified in this chapter. In the addition of a building or structure which adds a complete living unit in the case of a multifamily residence, or which adds a pad or pads to a mobile home court, or which adds rooms or apartments to an apartment house in the event such rooms are served by plumbing fixtures, or any addition not listed in this section which adds more than five plumbing fixture points, such addition shall require the payment of an extension charge to be computed according to the method of computing tap fees as outlined in chapter 13.12. This section shall apply to extensions to all existing water services as well as to future services.

Section 2. Chapter 13.08 of the Louisville Municipal Code is hereby amended by the addition of a new Section 13.08.190 to read as follows:

Sec. 13.08.190. Special provisions concerning mobile home parks.

A. *Definitions.* As used in this Section, the following terms shall be defined as follows:

1. *Existing mobile home park* shall mean any mobile home park existing prior to the effective date of the ordinance codified in this Section.

2. *Mobile home and mobile home park* shall have the meanings set forth in Chapter 15.24 of this Code.

3. *Manager* shall mean the owner of a mobile home park or person responsible for operating and managing a mobile home park or an agent, employee, or representative authorized to act on the manager's behalf in connection with matters relating to tenancy in the park.

B. *Primary metering.* The Superintendent may require any new or existing mobile home park to be served by one or more primary meters upon a determination that:

1. Separate metering of each mobile home within a mobile home park creates an undue burden on the City or is inconsistent with utility best practices;

2. A primary meter is needed to provide separation between the City's public water system and a private water system;

3. A primary meter is required by federal, State, or local law or regulation; or

4. A primary meter is necessary to protect public health or water quality or for safe utility operations and maintenance.

C. *Conversion of existing mobile home parks.*

1. *Order.* If the Superintendent orders an existing mobile home park to be converted to one or more primary meters, a written order shall be served on the manager by any of the following methods: (a) personal service; (b) by first class mail to the address of the manager as reflected in the records of the County Assessor, the County Clerk and Recorder, or the City; (c) posting in a conspicuous place at the mobile home park.

2. *Compliance.* After receiving a written order from the Superintendent, the manager shall follow the instructions in the order by contacting the City to schedule the meter installation by the required date. If the manager fails to schedule or allow the City to install the primary meter by the required date, the manager shall be guilty of a violation of this Section and shall be subject to the penalty provisions in Section 1.28.010. Failure of the manager to allow installation of the primary meter shall also constitute a violation for which water service to the mobile home park may be discontinued.

3. *Cost of installation.* If the Superintendent orders an existing mobile home park to be converted to one or more primary meters, the City shall be responsible for the cost of installing the primary meter or meters and backflow prevention devices in such quantities, sizes, and locations as the Superintendent determines in the Superintendent's discretion.

D. *New mobile home parks.* If the Superintendent determines that a new mobile home park shall be served by one or more primary meters, the developer or manager of the mobile home park shall be responsible for the cost of installing the primary meter or meters, backflow prevention devices, and other infrastructure necessary for connection.

E. *Responsibilities.* Following the installation of one or more primary meters in accordance with this Section:

1. The City shall be responsible for all maintenance and repairs to the service pipes and fixtures installed between the City main and the primary meter pits, and the manager, at its own expense, shall be responsible for the maintenance and repair of service pipes, fixtures, and other infrastructure connected from the primary meter pit or pits and used to service water to the mobile homes and other water uses within the mobile home park.

2. All City utility accounts within the mobile home park shall be migrated into a single account in the name of the manager, and the manager shall be responsible for paying all water rates and charges to the City, which rates and charges may include, without limitation, surcharges for excessive use of water or drought.

3. The manager shall be responsible for complying with all requirements of the Mobile Home Park Act, Part 2, Article 12, Title 38, C.R.S. and other laws and regulations applicable to water usage and billing.

F. *Remedies.* The City shall have all rights and remedies as set forth in this Title to enforce the requirements of this Section against the manager, including without limitation: (i) the rights of entry and inspection; (ii) the imposition of late charges and penalties; (iii) the certification of delinquent rates, rents, charges, and penalties to the County Treasurer for collection in the same manner as taxes on the property comprising the mobile home park; and (iv) the discontinuance of water service to the mobile home park.

G. *Right of entry.* By previously arranged appointment with the manager, and upon presentation of proper credentials, a representative of the department of Public Works shall have the right of entry to inspect any mobile home park for the purpose of determining compliance with this Section, or for any other purpose reasonably necessary to serve the intent of this Section. This right

of entry shall be a condition of water service in order to protect the health, safety and welfare of the customers throughout the City's distribution system. Questions regarding proper credentials should be directed to the department of Public Works.

Section 3. 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 it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 4. 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 5. 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: _____
Melinda Culley, Deputy City Attorney

NOTICE AND ORDER
FOR METER CONVERSION AT MOBILE HOME PARK

DATE: _____

TO: _____

FROM: City of Louisville
Public Works Director
749 Main Street
Louisville, Colorado

MOBILE HOME PARK INFORMATION:

Park Name:
Manager:
Property Address:
Legal Description

NOTICE is hereby given that, pursuant to Louisville Municipal Code Section 13.08.190 (a copy of which is enclosed), the City of Louisville (the “**City**”) will be removing the individual/separate water meters serving the _____ Mobile Home Park (the “**Mobile Home Park**”) and replacing them with one or more primary meters to serve the Mobile Home Park. The cost of the meter conversion and backflow prevention device will be paid for by the City.

The City’s determination to require meter conversion is based on the following (check all that apply):

- _____ Separate metering of each mobile home creates an undue burden on the City.
- _____ Separate metering is inconsistent with utility best practices.
- _____ A primary meter is needed to provide separation between the City’s public water system and a private water system.
- _____ A primary meter is required by federal, State, or local law or regulation.
- _____ A primary meter is necessary to protect public health or water quality or for safe utility operations and maintenance.

The City plans to install the primary meter(s) on approximately _____, 20____. After installation of the primary meter, all City utility accounts within the Mobile

Home Park will be migrated into a single account in the name of the above-referenced Manager, and the Manager shall be responsible for paying all City utility rates and charges to the City, which rates and charges may include, without limitation, surcharges for excessive use of water, drought, etc.

You are hereby ORDERED to contact the Public Works Department by no later than _____, **2026** in order to coordinate the installation of the primary meter. Failure to contact the City by this date or to allow the installation of the primary meter may subject the Manager to penalties of up to \$2,650 (adjusted for inflation) per day and/or result in discontinuance of water service to the Mobile Home Park.

CITY OF LOUISVILLE

By: _____

Title: _____

Louisville Municipal Code

Sec. 13.08.190. Special provisions concerning mobile home parks.

A. *Definitions.* As used in this Section, the following terms shall be defined as follows:

1. *Existing mobile home park* shall mean any mobile home park existing prior to the effective date of the ordinance codified in this Section.

2. *Mobile home and mobile home park* shall have the meanings set forth in Chapter 15.24 of this Code.

3. *Manager* shall mean the owner of a mobile home park or person responsible for operating and managing a mobile home park or an agent, employee, or representative authorized to act on the manager's behalf in connection with matters relating to tenancy in the park.

B. *Primary metering.* The Superintendent may require any new or existing mobile home park to be served by one or more primary meters upon a determination that:

1. Separate metering of each mobile home within a mobile home park creates an undue burden on the City or is inconsistent with utility best practices;

2. A primary meter is needed to provide separation between the City's public water system and a private water system;

3. A primary meter is required by federal, State, or local law or regulation; or

4. A primary meter is necessary to protect public health or water quality or for safe utility operations and maintenance.

C. *Conversion of existing mobile home parks.*

1. *Order.* If the Superintendent orders an existing mobile home park to be converted to one or more primary meters, a written order shall be served on the manager by any of the following methods: (a) personal service; (b) by first class mail to the address of the manager as reflected in the records of the County Assessor, the County Clerk and Recorder, or the City; (c) posting in a conspicuous place at the mobile home park.

2. *Compliance.* After receiving a written order from the Superintendent, the manager shall follow the instructions in the order by contacting the City to schedule the meter installation by the required date. If the manager fails to schedule or allow the City to install the primary meter by the required date, the

manager shall be guilty of a violation of this Section and shall be subject to the penalty provisions in Section 1.28.010. Failure of the manager to allow installation of the primary meter shall also constitute a violation for which water service to the mobile home park may be discontinued.

3. *Cost of installation.* If the Superintendent orders an existing mobile home park to be converted to one or more primary meters, the City shall be responsible for the cost of installing the primary meter or meters and backflow prevention devices in such quantities, sizes, and locations as the Superintendent determines in the Superintendent's discretion.

D. *New mobile home parks.* If the Superintendent determines that a new mobile home park shall be served by one or more primary meters, the developer or manager of the mobile home park shall be responsible for the cost of installing the primary meter or meters, backflow prevention devices, and other infrastructure necessary for connection.

E. *Responsibilities.* Following the installation of one or more primary meters in accordance with this Section:

1. The City shall be responsible for all maintenance and repairs to the service pipes and fixtures installed between the City main and the primary meter pits, and the manager, at its own expense, shall be responsible for the maintenance and repair of service pipes, fixtures, and other infrastructure connected from the primary meter pit or pits and used to service water to the mobile homes and other water uses within the mobile home park.

2. All City utility accounts within the mobile home park shall be migrated into a single account in the name of the manager, and the manager shall be responsible for paying all water rates and charges to the City, which rates and charges may include, without limitation, surcharges for excessive use of water or drought.

3. The manager shall be responsible for complying with all requirements of the Mobile Home Park Act, Part 2, Article 12, Title 38, C.R.S. and other laws and regulations applicable to water usage and billing.

F. *Remedies.* The City shall have all rights and remedies as set forth in this Title to enforce the requirements of this Section against the manager, including without limitation: (i) the rights of entry and inspection; (ii) the imposition of late charges and penalties; (iii) the certification of delinquent rates, rents, charges, and penalties to the County Treasurer for collection in the same manner as taxes on the property comprising the mobile home park; and (iv) the discontinuance of water service to the mobile home park.

G. *Right of entry.* By previously arranged appointment with the manager, and upon presentation of proper credentials, a representative of the department of Public Works shall have the right of entry to inspect any mobile home park for the purpose of determining compliance with this Section, or for any other purpose reasonably necessary to serve the intent of this Section. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of the customers throughout the City's distribution system. Questions regarding proper credentials should be directed to the department of Public Works.

Subject: Ordinance No. 1925, Series 2026 — An Ordinance Amending The Fire Hardening Code for Structures in Chapter 15.70 of the Louisville Municipal Code to Allow Class B Composite Decking — 2nd Reading, Public Hearing

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: June 2, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:

Attached for consideration on second reading is an ordinance amending Louisville Municipal Code (LMC) Chapter 15.70 – Fire Hardening Code for Structures to allow for Class B composite decking materials. The proposed amendment would align the City-wide Fire Hardening Code for Structures with the recently adopted Wildland Urban Interface (WUI) code, which allows Class B composite decking within designated WUI areas. The following is the proposed ordinance amendment (amendment underlined):

Sec. 15.70.020 - Construction standards.

C. Fire and ignition resistant deck surface, steps and guardrails are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a maximum flame spread rating of 25 Class A rating (ASTM E84 or UL 723). Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication.

Exception: Composite decking material with a minimum Class B rating meeting ASTM E84 or UL 723 testing.

For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six millimeter plastic or concrete slab to prevent vegetation growth under the deck.

Background / Prior Discussions:

Class C Decking Information

At the May 19, 2026 first reading of the ordinance, Council requested additional information on

the cost and availability of Class C decking materials.

The following provides a comparison of decking material costs based on research conducted last year using the following assumptions:

- Deck Size: 300 sq. ft. (15 ft. x 20 ft.)
- 10 Steps at 3 ft. wide 70 ft. of railings
- Metal deck railings for both Class A, Class B and Class C decking to meet all requirements of the code.
- Dose not include deck framing, hardware, or labor, which is assumed to be similar for all options.

Class A	Class B	Class C	Pressure Treated Wood
\$7,599	\$6,556	\$3,901	\$1,665

Staff researched current in-stock material availability at the Louisville Home Depot and Erie Lowes.

Home Depot	Class A Decking – None in stock Class B Decking – None in stock Class C Decking – Trex Enhanced Naturals, <u>Deckorators Summit</u>
Lowes	Class A Decking – None in stock Class B Decking – None in stock Class C Decking – Trex Enhanced Naturals

Previous Council Actions

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 citywide to all new residential and commercial buildings. The code requires fire-hardened materials addressing the building envelope, including a requirement that deck materials be Class A rated.

The Fire Hardening Code for Structures was later updated by [Ordinance No. 1891, Series 2025](#), [Ordinance No. 1913, Series 2026](#), and [Ordinance No. 1916, Series 2026](#). These subsequent ordinances did not change the Class A deck material requirement.

On April 7, 2026, City Council adopted Ordinance No. 1918, Series 2026, establishing a Wildland Urban Interface (WUI) code that applies to designated areas of the City identified as having a higher risk for wildland fire spread. As part of this adoption, Council established an exception allowing Class B composite deck materials in areas designated for both Class 1 and Class 2 Structure Hardening.

This resulted in less stringent deck material standards compared to the City-wide Fire Hardening Code for Structures. Therefore, Council directed staff to draft an amendment to align the two codes.

BCBOA Recommendation

On February 11, 2026, the Building Code Board of Appeals (BCBOA) reviewed the draft WUI code and recommended that both the City’s WUI code and Fire Hardening Code for Structures allow Class B deck materials. This recommendation was based on concerns regarding the cost and availability of Class A decking materials, while recognizing that Class B decking still provides a significant improvement over most other decking materials. The BCBOA also noted that this change could improve permit compliance by reducing the number of decks installed without permits to avoid stricter standards.

Development Proposal:

N/A

Analysis:

The ASTM E84 and UL 723 testing standards evaluate how quickly flames spread across the surface of a building material and the amount of smoke produced during combustion. Materials are rated as Class A, Class B, Class C, or non-rated if they do not meet established standards. Class A provides the highest fire resistance; however, all three classifications demonstrate greater fire resistance than many common building materials, such as untreated wood decking. WUI codes regulating deck materials may allow Class B or Class C materials depending on risk level and other building considerations.

Allowing Class B deck materials provides more material options or more affordable options. Staff anticipates that allowing more affordable and more available deck material options will result in a higher rate of permitting compliance, resulting in fewer wood or non-fire rated materials used.

The Colorado Wildfire Resiliency Code (CWRC), which establishes minimum WUI standards throughout Colorado, does not regulate deck material for Class 1 Structure Hardening but requires Class A deck materials—with an exception for Class B composite materials—for Class 2 Structure Hardening. The CWRC also does not regulate deck guardrails, whereas the City’s Fire Hardening Code for Structures does.

With this amendment, the City’s deck material standards would meet or exceed CWRC standards.

Additionally, surrounding jurisdictions that adopted WUI codes prior to the CWRC allow more flexibility in deck materials. Both Boulder County and the City of Boulder WUI codes allow Class C decking, and the City of Loveland prohibits wood decking but allows any type of composite decking.

- [Boulder County WUI Code \(Sec. R390.4.8.1\)](#)
- [Boulder WUI Code \(Sec. 503.3.4.4\)](#)
- [Loveland WUI Code \(Sec. 0103.1.8\)](#)

Staff have also consulted with the Louisville Fire Protection District (LFPD), which supports allowing Class B composite decking as an option in the City's Fire Hardening Code for Structures.

Council Work Plan:

Fire Risk Reduction initiatives is included under the Safety priority in the 2026 City Council Work Plan

Fiscal Impact:

None.

Alternatives:

- Adopt Ordinance 1925, Series 2026 on second reading as drafted.
- Adopt Ordinance 1925, Series 2026 on second reading with Council-directed amendments.
- Not adopt Ordinance 1925, Series 2026.

Recommendation:

Staff recommends approval of Ordinance No. 1925, Series 2026.

Attachments:

1. Ordinance No. 1925, Series 2026
2. Staff Presentation

**ORDINANCE NO. 1925
SERIES 2026**

**AN ORDINANCE AMENDING THE FIRE HARDENING CODE FOR STRUCTURES IN
CHAPTER 15.70 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW CLASS B
COMPOSITE DECKING**

WHEREAS, the City of Louisville (the “City”) is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

WHEREAS, by Ordinance No. 1884, Series 2024, adopted on November 4, 2024, the City Council enacted a Fire Hardening Code for Structures, which is set forth in Chapter 15.70 of the Louisville Municipal Code; and

WHEREAS, the City Council desires to amend Chapter 15.70 of the Louisville Municipal Code as set forth herein to allow Class B composite decking.

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

Section 1. Section 15.70.020.C of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 15.70.020 Construction Standards.

C. *Fire and ignition resistant deck surface, steps and guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a Class A rating (ASTM E84 or UL 723). Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication.

Exception: Composite decking material with a minimum Class B rating meeting ASTM E84 or UL 723 testing.

For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six millimeter plastic or concrete slab to prevent vegetation growth under the deck.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED THIS ____ DAY OF _____, 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

Ordinance No. 1925, Series 2026
Page 2 of 3

ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
KELLY PC

By: _____
Kathleen M. Kelly, City Attorney

**Proposed Amendments to Chapter 15.70 -
Fire Hardening Code for Structures to Allow
Class B Composite Deck Materials**

**Ordinance No. 1925, Series 2026
Second Reading and Public Hearing
*June 2, 2026***

Presented by Rob Zuccaro, Community Development Director

Fire Hardening Code Class B Decking Allowance

Sec. 15.70.020 - Construction standards.

C. *Fire and ignition resistant deck surface, steps and guardrails* are required on all new decks and all replacement decks, steps and guardrails. The deck surface, step surface and guardrails shall be fire and ignition resistant with a maximum flame spread rating of 25 Class A rating (ASTM E84 or UL 723). Treated building materials will not be allowed unless the treatment is rated to maintain its Class A rating for the life of the material without reapplication.

Exception: Composite decking material with a minimum Class B rating meeting ASTM E84 or UL 723 testing.

For decks six feet or lower to the ground, the surface below the deck shall be gravel placed over a sheet of six millimeter plastic or concrete slab to prevent vegetation growth under the deck.

Fire Hardening Code Class B Decking Allowance

- Aligns deck material standards with recently adopted WUI Code
- Continues to provide a high fire resistance standards for deck materials
- Continues to have higher standards City-wide compared to CWRC and surrounding jurisdictions
- Provides more material options or more affordable options
- Anticipated higher rate of permitting compliance resulting in fewer wood or non-fire rated decks
- Supported by LFPD

Fire Hardening Code Class B Decking Allowance

- At First Reading, Council requested additional information on material cost and in-stock availability of Class C decking options.

Class A	Class B	Class C	Pressure Treated Wood
\$7,599	\$6,556	\$3,901	\$1,665

Home Depot	Class A Decking – None in stock Class B Decking – None in stock Class C Decking – Trex Enhanced Naturals, Deckorators Summit
Lowes	Class A Decking – None in stock Class B Decking – None in stock Class C Decking – Trex Enhanced Naturals

Staff Recommendation

- Staff Recommendation: Approval of Ordinance No. 1925, Series 2026 on first reading and set the public hearing date for final adoption.

Subject: Ordinance No. 1926, Series 2026 — An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1 — 2nd Reading, Public Hearing

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: June 2, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:

Staff is presenting an ordinance to vacate an access and maintenance easement for a communications tower that was established as part of Redtail Ridge Filing No. 1. The communications tower was previously used for emergency communications but is now being abandoned, and the easement is no longer needed.

Background / Prior Discussions:

The Boulder County Sheriff's Office (BCSO) entered into an agreement with StorageTek in 2002 to construct an emergency communications tower and equipment shed on the property for VHF receivers. The tower was completed in 2009 after the property was sold to ConocoPhillips. Although an easement was established as part of the Redtail Ridge Filing No. 1 subdivision approval in 2024, there is no record identifying ownership of the tower, and there are no current agreements with the current landowners (Sterling Bay and AdventHealth) regarding the tower location.

Development Proposal:

N/A

Analysis:

The BCSO has submitted the attached letter stating that it has determined that continued maintenance of the tower is not practical. The Louisville Police Department has also been consulted and supports the BCSO's decision to abandon the tower. The BCSO intends to work with AdventHealth after construction of the new hospital to place receivers on the hospital property and anticipates improved network connectivity at the new location.

Council Work Plan:

This item is not on the 2026 City Council Workplan

Fiscal Impact:

None.

Alternatives:

- Approve Ordinance No. 1926, Series 2026 on second reading.
- Not approve Ordinance No. 1926, Series 2026.

Recommendation:

Staff recommends approval of Ordinance No. 1926, Series 2026.

Attachments:

1. Ordinance No. 1926, Series 2026
2. BCSO Letter
3. Staff Presentation

**ORDINANCE NO. 1926
SERIES 2026**

**AN ORDINANCE VACATING AN EASEMENT FOR A COMMUNICATIONS TOWER
LOCATED WITHIN REDTAIL RIDGE FILING NO. 1**

WHEREAS, by the Redtail Ridge Filing No. 1 subdivision, recorded in the Office of the Boulder County Clerk and Recorder on December 23, 2024 at Reception No. 04071256 (the "Subdivision"), an access easement for public safety communications tower (the "Easement") was granted to the City of Louisville within Lots 1 and 2, Block 2 of the Subdivision; and

WHEREAS, the tower within such easement is being abandoned and therefore the Easement is no longer needed; and

WHEREAS, a request has been received for the City Council to vacate the Easement; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the Easement.

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

Section 1. The City hereby vacates the Easement across Lots 1 and 2, Block 2 of the Redtail Ridge Filing No. 1 subdivision, the legal description of which is set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

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

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

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED THIS ____ DAY OF _____, 2026.**

Christopher M. Leh, Mayor

Ordinance No. 1926, Series 2026
Page 1 of 4

ATTEST:

Genny Kline, City Clerk

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.

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

Kathleen M. Kelly, City Attorney

Exhibit A

DESCRIPTION

A PARCEL OF LAND BEING THAT PUBLIC SAFETY COMMUNICATIONS TOWER MAINTENANCE ACCESS EASEMENT GRANTED BY REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 20 AND SECTION 21;
THENCE SOUTH 82°43'33" WEST, A DISTANCE OF 1,094.09 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT AND THE **POINT OF BEGINNING**;

THENCE ALONG THE PERIMETER OF SAID EASEMENT THE FOLLOWING EIGHT (8) COURSES:

1. NORTH 89°57'25" EAST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 656.37 FEET;
2. NORTH 02°57'16" EAST, A DISTANCE OF 46.09 FEET;
3. SOUTH 87°02'44" EAST, A DISTANCE OF 30.00 FEET;
4. SOUTH 02°57'16" WEST, A DISTANCE OF 75.00 FEET;
5. NORTH 87°02'44" WEST, A DISTANCE OF 30.00 FEET;
6. NORTH 02°57'16" EAST, A DISTANCE OF 16.89 FEET;
7. SOUTH 89°57'25" WEST, A DISTANCE OF 655.75 FEET;
8. NORTH 00°00'00" EAST, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 10,123 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°02'35" EAST AS SHOWN ON REDTAIL RIDGE FILING NO. 1 RECORDED AT RECEPTION NO. 04071256. SAID LINE BEING MONUMENTED AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTION 20 AND SECTION 21 BY A #6 REBAR WITH A 2" ALUMINUM CAP STAMPED "2002 PLS 24305", AND BEING MONUMENTED AT THE SOUTHEAST CORNER BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "MERRICK & CO 2009 PLS 33200".

PREPARED BY: AARON MURPHY
PLS 38162

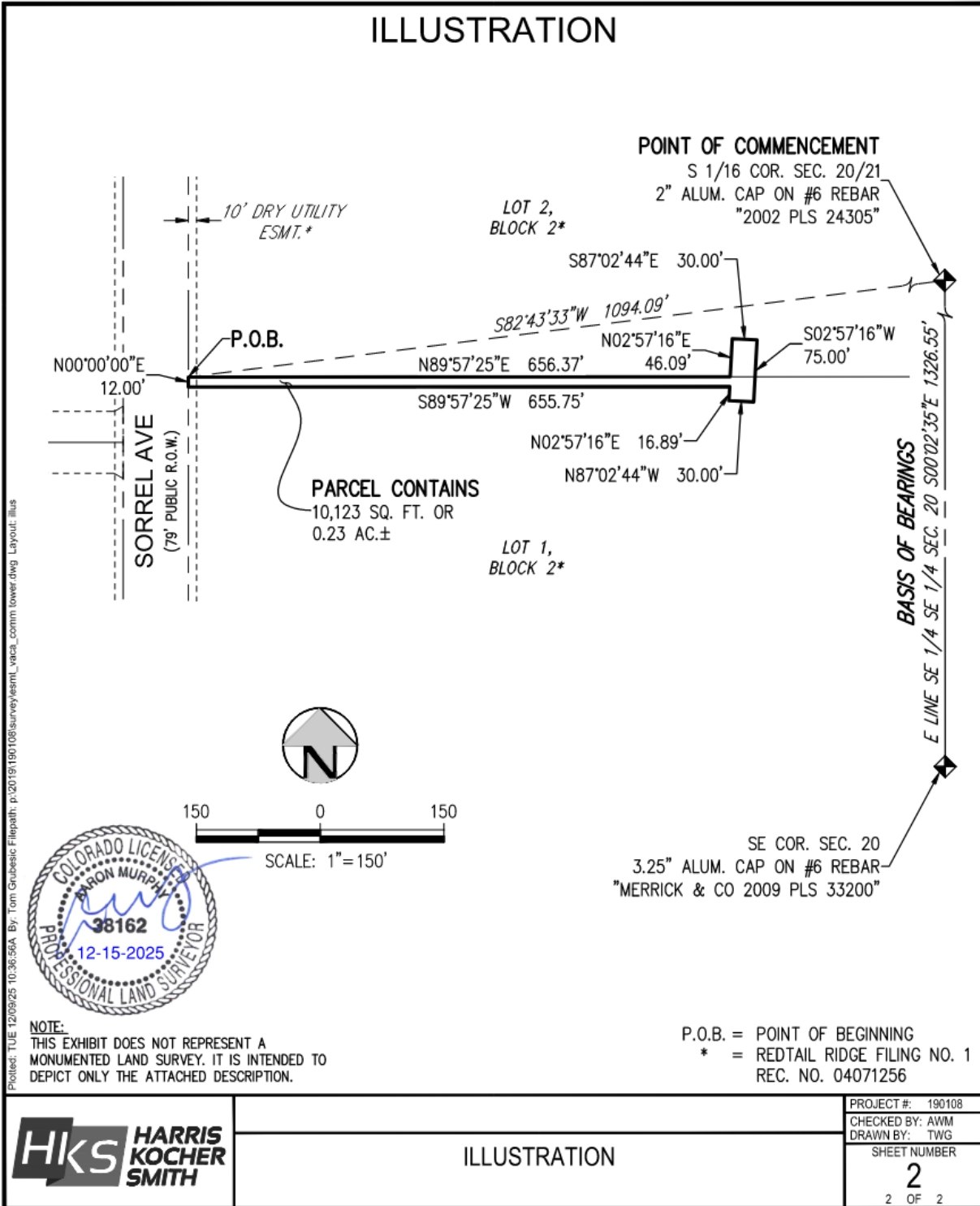
ON BEHALF OF: HARRIS KOCHER SMITH
1290 BROADWAY, SUITE 800
DENVER, CO 80203
303.623.6300



Plotted: TUE 12/09/25 10:36:54A By: Tom Grubestic Filepath: p:\2019\190108\survey\esml_vata_comm_tower.dwg Layout: desc

	DESCRIPTION	PROJECT #: 190108 CHECKED BY: AWM DRAWN BY: TWG
		SHEET NUMBER <div style="text-align: center; font-size: 24pt; font-weight: bold;">1</div> 1 OF 2

ILLUSTRATION



Project: TUE 12/09/25 10:36:56A By: Tom Grubestic Filepath: p:\2019\190108\survey\esmt_vaca_comm_tower.dwg Layout: illus



ILLUSTRATION

PROJECT #:	190108
CHECKED BY:	AWM
DRAWN BY:	TWG
SHEET NUMBER	2
	2 OF 2

Boulder County Sheriff's Office
Communications – Radio Shop
3280 Airport Road Boulder, Colorado 80301



October 3, 2025

Memo: Removal of BCSO Radio Equipment from Redtail (Superior) Tower Site

To: Division Chief Brian Zierlein *B.Z.*

The Boulder County Sheriff's Office Radio Shop will be removing its equipment from the Redtail (Superior) tower site by the end of October 2025. The equipment at this site currently includes one VHF receiver for the Law channel and one VHF receiver for the Fire channel.

Background

- The Redtail tower property was sold in 2020. Since that time, BCSO has had limited information regarding ownership of the tower and shelter or responsibility for utilities.
- Based on recent correspondence (found on separate file), Phillips 66 no longer retained ownership after the sale, and the site has operated without formal management.
- The property is now being redeveloped as the future location of the new Avista hospital.

Decision

The BCSO Radio Shop was offered the option to install a new power feed to maintain operation at the tower site, with a deadline of October 31, 2025. However, due to the following factors, we have determined that continuing at this location is not practical:

- Estimated costs in the tens of thousands of dollars for new electrical service.
- Lack of a formal site agreement or long-term security of tenancy.
- Existing high density of Law and Fire receivers in the surrounding area, reducing the operational impact of removal.

Next Steps

Looking ahead, the Radio Shop anticipates placing receivers at the new Avista hospital once it is constructed. This location may provide improved network connectivity and backup power—capabilities not available at the existing tower site—and will also replace receivers currently housed at the existing hospital once that facility is retired

Scott Whitehead

Scott Whitehead, Supervisor
BCSO Radio Shop

Redtail Ridge radio site history

August 2025

2002: on July 9, 2002: the Boulder County Sheriff's Office signed an agreement to utilize a tower and shelter on the Storage Tek property for VHF receivers. The agreement was signed by George Epp and Dennis Foote (director of real estate and facilities management with Storage Technology Corp)

2005: Sun Microsystems buys Storage Technology and its campus.

2007: Sun vacates the property and puts the site up for sale.

February 2008: ConocoPhillips purchases the land.

September 2008: ConocoPhillips plans to develop a tower on the eastern edge of the property to move BCSO equipment to. All the planning and tower build is being done by ConocoPhillips.

December 2008: ConocoPhillips continues to work on plans with the City of Louisville for approval, etc. It was confirmed between the City and ConocoPhillips that the new tower will be used exclusively for public safety communications supporting the City of Louisville and Boulder County. This was an important distinction as it allows this infrastructure to be erected and exempt from the City's Telecommunications Ordinance. City of Louisville contacts here were Bruce Goodman (police chief) and Paul Wood (planning director for City of Louisville). Tower type: Sabre model S3TL series HD. 100ft free standing lattice tower rated for 85mph winds with 0.5" ice.

January 31, 2009: Tower build is complete. BCSO paid for an antenna mount, antenna, ½" hardline coax and coax clamps. Otherwise, all other site expenses were paid by Conoco Phillips, and installation was done by their contractors.

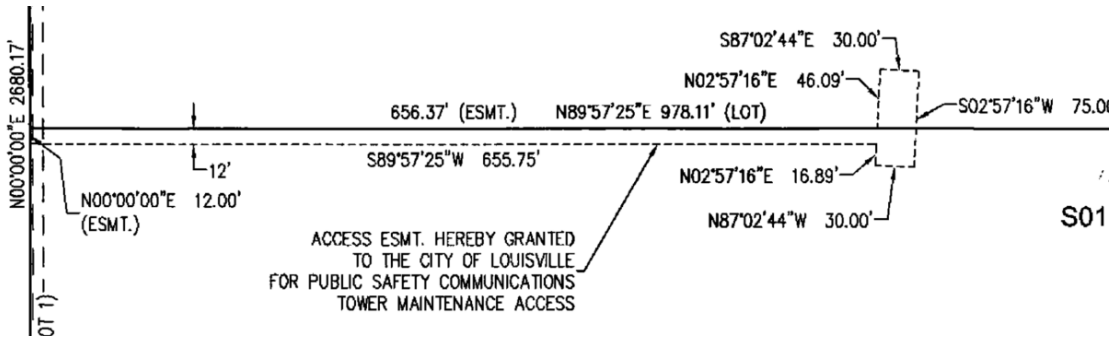
February 2009: BCSO moved into the facility and installed our VHF receivers with backhaul to the comm center via phone lines. No other new agreements were drawn up with Conoco Phillips.

2012: ConocoPhillips spins off Phillips66. The Louisville property and its unmaterialized development plans are transferred to Phillips66 which later put the site back on the market.

2020: A Denver-based developer, Brue Baukol Capital Partners, buys the property from Phillips 66, rebranding the site as "Redtail Ridge".

2022: in July of that year, Sterling Bay purchased the land from Brue Baukol Capital.

2024: Sterling Bay platted the land and during this time, the City of Louisville established an access easement to the tower. However, the city doesn't own the land nor the tower and shelter per Rob Zuccaro, Community Development Director for City of Louisville.



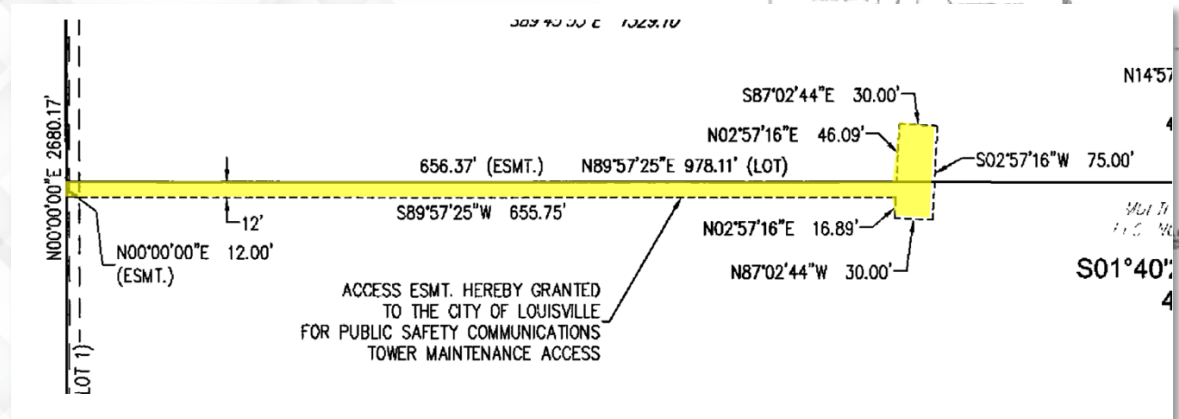
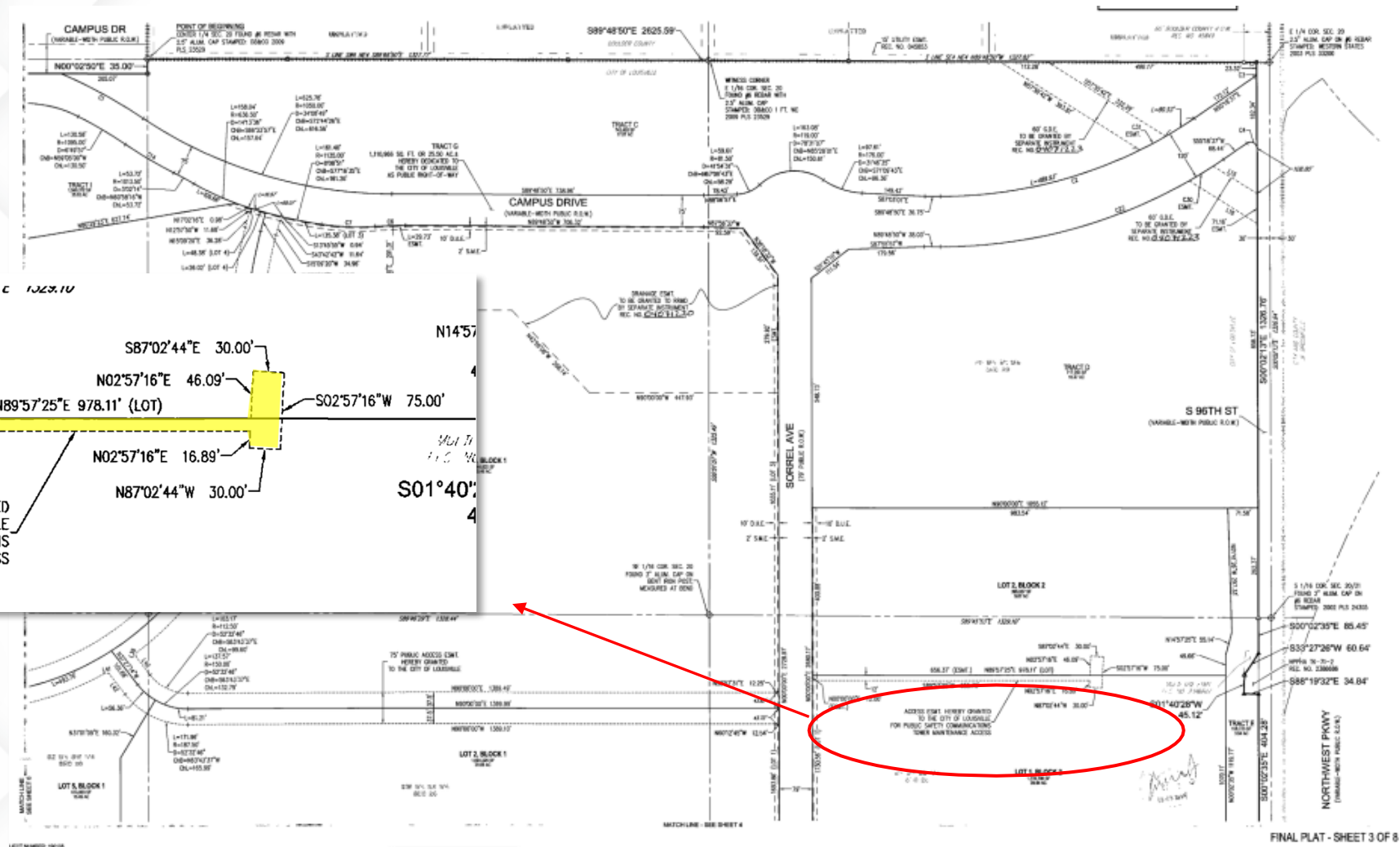
2025: February; PorterCare Adventist Health System purchased a plot of land in Redtail Ridge which includes the land that the tower and shelter are on. A new hospital is to be built on the land, and we are presuming, given the City easement on the property, that it will remain however we are not positive, especially knowing that we do not have a contract with the current landowner to be on the property.



An Ordinance Vacating an Easement for a Communications Tower Located within Redtail Ridge Filing No. 1

**Ordinance No. 1926, Series 2026
Second Reading and Public Hearing
*June 2, 2026***

Presented by Rob Zuccaro, Community Development Director



ACCESS ESMT. HEREBY GRANTED TO THE CITY OF LOUISVILLE FOR PUBLIC SAFETY COMMUNICATIONS TOWER MAINTENANCE ACCESS

ACCESS ESMT. HEREBY GRANTED TO THE CITY OF LOUISVILLE FOR PUBLIC SAFETY COMMUNICATIONS TOWER MAINTENANCE ACCESS

Communications Tower Easement Vacation

- BCSO entered into agreement with StorageTek in 2002 for tower
- Tower constructed in 2009 when property owned by ConocoPhillips
- No records identifying ownership of the tower and no current agreements with property owners regarding the tower location
- BCSO submitted letter supporting removal of the tower, has determined continued maintenance is not feasible
- BCSO intends to work with AdventHealth to locate new receives at new hospital
- Police Department has been consulted and supports BCSO's decision

Staff Recommendation

- Approval of Ordinance No. 1926, Series 2026.