City Council

Agenda

Tuesday, July 28, 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. Approval of Minutes

B. Resolution No. 67, Series 2026 — A Resolution Approving a Construction Contract with Zoulek LLC for the 2026 Water Main Replacement Project

C. Resolution No. 68, Series 2026 — A Resolution Approving a Construction Contract with Loenbro, LLC for a new Library Lighting Building Automation System

6. Council Informational Comments and Committee Reports

7. City Manager's Report

8. Regular Business

A. Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Lousiville Municipal Code Regarding Inclusionary Housing - 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.

9. Executive Session - Personnel Matter

Performance Review of Officials Appointed by the City Council — Louisville Charter, Section 5-2(b) and C.R.S. 24-6-402(4)(f) - The Mayor is Requesting the City Council Convene an Executive Session for the Purpose of Discussion of the Annual Performance Evaluations of the City Manager and the City Attorney.

- Request for Executive Session
- City Clerk Statement
- City Attorney Statement of Authority
- City Council Action on Motion for Executive Session
- Council Convenes Executive Session
- Council Reconvenes in Open Meeting

10. Executive Session Report - Discussion / Direction / Action

11. City Attorney's Report

12. Upcoming Agenda Items and Identification of Future Agenda Items

13. Adjourn

Upcoming Agenda Items
August 4 Meeting

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

- Centennial Valley General Development Plan Amendment — 2nd Reading
- 1006-1008 Plat
- Landmark Designation - 1101 Main Street
- Historic Preservation Grant Request — 700 Pine Street
- Advent Health Planned Unit Development and Special Review Use — continued from July 21
- Trestle Strategy Presentation on Housing Strategic Framework
- Private Activity Bonds Carryforward
- Ice Rink Funding 2025/2026
- Civic Engineer Position Funding
- Energov Permitting Report Conversion
- DVR Replacement
- VMWare 5-year Software Agreement
- Toro DXi Agreement for Irrigation Controllers
- Fire Smart Louisville Funding

Resident Information

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

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

A forty-eight-hour notice is requested.

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

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

Tuesday, June 16, 2026
Council Chambers
749 Main Street
5:00 PM

Mayor Leh called the meeting to order at 5:00 p.m. Roll Call was taken, and the following members were present:

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

Staff Present:
Diana Langley, City Manager
Rob Zuccaro, Community Development Director
Brandi Cummings, Cultural Services Director
Cory Peterson, Deputy Director Utilities, Public Works
Kathleen Kelly, City Attorney
Genny Kline, City Clerk

EXECUTIVE SESSION – REAL PROPERTY ACQUISITIONS AND DISPOSITIONS (00:00:58)

Mayor Leh moved to go into Executive Session; seconded by Council member Fahey.

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

Council went into Executive Session at 5:05 pm

Council reconvened the public meeting at 6:05 pm

EXECUTIVE SESSION REPORT – DISCUSSION / DIRECTION / ACTION (01:04:45)

City Attorney Kelly stated Council went into Executive Session for the purpose of discussing real property acquisitions and dispositions, but only as to appraisals and other estimates of value and strategy.

Such discussion was held and no other action is required at this time.

APPROVAL OF AGENDA (01:05:16)

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

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ITEMS ON THE CONSENT AGENDA (01:05:40)

None

APPROVAL OF CONSENT AGENDA (01:05:45)

A. Resolution No. 54, Series 2026 — A Resolution Adopting Revised Financial Policies

B. Resolution No. 55, Series 2026 — A Resolution Approving a Design Task Order for the CTC Lift Station Improvement Project Phase 2

C. Resolution No. 56, Series 2026 — A Resolution Approving an Agreement with JVA, Inc. for Engineering Services for the WWTP Solids Handling Phase 2 Digester No. 3 Design

D. Resolution No. 57, Series 2026 — A Resolution Approving a Construction Contract with Materra, LLC for the Coal Creek Golf Course Pond Liner Replacement Project

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

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

COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS (01:06:00)

Council members provided comments regarding Elder Abuse Day and how to find resources, Bike to Workday on June 24, and the City's Block Party held the prior weekend.

CITY MANAGER'S REPORT (01:09:48)

City Manager Langley noted that Summer Concerts in the Park start this coming Thursday, the City will be closed on Friday in celebration of Juneteenth, and Council's summer break is coming up so the next Council meeting will be on July 14.

REGULAR BUSINESS

RESOLUTION NO. 58, SERIES 2026 — A RESOLUTION DESIGNATING THE RESIDENCE LOCATED AT 733 MCKINLEY AVENUE A HISTORIC LANDMARK TO BE NAMED THE HILTON HOUSE AND PRESERVING A RESTORATION GRANT (01:10:30)

Mayor Leh introduced the item.

Director Zuccaro gave the staff report.

Council asked a question about the cedar siding on the addition and compatibility with the home hardening code.

Public Comment: None

Council had a brief discussion.

Council member Hoefner moved to approve Resolution No. 58, Series 2026; seconded by Council member Fahey.

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

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 — 2ND READING, PUBLIC HEARING (ADVERTISED CITY OF LOUISVILLE WEBSITE 06/05/2026) (01:17:44)

Mayor Leh introduced the item.

Deputy Director of Utilities Peterson gave the staff report.

Council asked about residents obtaining (informational) inserts if they are not getting a paper utility bill; notices going residents; costs to residents; responsibility of service line maintenance; why this is being done by ordinance; applicability to new mobile home parks vs. new apartment buildings, etc.; and outreach to the residents.

Public Comment – None

Council discussion regarding notices in Spanish and English and information on obtaining assistance from Sister Carmen.

Public Comment – None

Council had a brief discussion.

Council member Dickinson moved to approve Ordinance No. 1927, Series 2026; seconded by Council member Hoefner.

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

DISCUSSION / DIRECTION / ACTION: POTENTIAL 2026 BALLOT MEASURE – HISTORIC PRESERVATION TAX (01:33:29)

Mayor Leh introduced the item.

Director Cummings gave the staff report.

Council questions included the allocation to the museum; optional methods to allocating funds to the museum; how the additional funds to the museum might be spent; historic preservation fund usage; maintaining the fund and equity; possible ballot language; consideration of setting a year rather than 50 years for preservation of a structure; additional information on proposed programs; the museum applying to the Historic Preservation Commission for programs and capital projects; Historic Preservation fund use for city owned properties; recommendation for how this would be allotted; any perceived issues with codifying that in ballot language; timing of ballot question for this year's ballot vs. next year; and arguments that were compelling to increase the museum funding.

Public Comment

- Sloane Whidden
- Bob Muckle

Council had a brief discussion.

Council member Hoefner made a motion directing staff to bring back an ordinance to refer the Historic Preservation Tax to the voters providing a 10-year extension through 2038, at 33%, and including flexibility beyond incentives, as proposed by the task force; seconded by Mayor Leh. Council member Dickenson made a friendly amendment to 30% which was accepted by Council member Hoefner.

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

DISCUSSION / DIRECTION / ACTION: POTENTIAL 2026 BALLOT MEASURE – CITY CHARTER AMENDMENTS (02:50:50)

Mayor Leh introduced the item.

Clerk Kline gave the staff report.

Council questions included a date certain for certifying elections; if other municipalities have a review and comment provision for initiatives or referenda; if the ballot language for executive session topics would need to include a lot of verbiage if it could be by reference; timing of elections with swearing in; and certification of elections.

Public comment

- Bob Muckle

Council discussed the proposed charter amendments. Council gave staff direction to return with ordinances for all proposed amendments.

Council member Hoefner moved to change the order of the agenda to allow the remaining items to be taken out of order; seconded by Mayor Leh.

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

DISCUSSION / DIRECTION / ACTION: POTENTIAL 2026 BALLOT MEASURE – REQUEST FROM THE TOWN OF SUPERIOR TO FILE AN AMICUS BRIEF WITH THE COLORADO SUPREME COURT IN SUPPORT OF ITS PETITION FOR CERTIORARI REVIEW (03:53:06)

Mayor Leh introduced the item.

City Attorney Kelly stated there was no staff report, but information was provided to Council in the packet and the addendum. She indicated she was happy to answer any questions.

Council offered questions regarding the deadline for filing a brief and the timing of the City and County of Broomfield’s filing.

Public Comment
- Jill Ruggles
- Clif Harald
- Tamar Krantz
- Kyle Brown

Council held a brief discussion.

Council directed the City Attorney to work with the Broomfield City and County Attorney for Louisville to join the amicus brief being filed by Broomfield.

DISCUSSION / DIRECTION / ACTION: POTENTIAL 2026 BALLOT MEASURE – LODGING TAX (04:46:37)

Mayor Leh introduced the item.

City Manager Langley gave the staff report.

Council asked if the lodging tax stacked “on top” of the county and other taxes; if the current tax code does not mandate how the funds are allocated; and if there is a comparison of Louisville’s lodging tax to nearby jurisdictions.

Public Comment - None

Council discussion

Council decided not to proceed with this proposed ballot measure.

CITY ATTORNEY’S REPORT (05:10:30)

City Attorney Kelly stated there was no report.

UPCOMING AGENDA ITEMS AND IDENTIFICATION OF FUTURE AGENDA ITEMS (05:10:38)

None

ADJOURN (05:10:50)

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

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

The meeting adjourned at 10:12 pm.

Christopher M. Leh, Mayor

Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

Tuesday, July 14, 2026
Special Meeting
Council Chambers
749 Main Street
6:00 PM

1. Call to Order & Roll Call

Mayor Leh called the meeting to order at 6:00 PM with the following members present:
Mayor Christopher Leh
Council member Deb Fahey
Council member Josh Cooperman
Council member Judi Kern

Staff members present:
Diana Langley, City Manager
Rob Zuccaro, Community Development Director
Brandi Cummings, Cultural Services Director
Gigi Yang, Museum Services Supervisor
Kathleen Kelly, City Attorney
Genny Kline, City Clerk

2. Pledge of Allegiance

3. Regular Business

A. Presentation on Superior's Marshall Fire Remembrance Project and Consideration of a Louisville Community Survey (00:01:45)

Mayor Leh introduced the item.

Julie Minnonet with Land Design and Lupe Cantu with Davis Partnership Architects gave the project presentation.

Council asked questions about the accessibility of one of the aspects of the walk; the number of metal stakes to represent homes lost; inclusion of fire wise education; if the location will be in Superior Open Space or Boulder County Open Space; interpretive materials; if there is information to acknowledge those that provided assistance during the fire in addition to the QR code; will there be a pet memorial or recognition for those that passed away;

Public Comment
- Anne Brennan

Council had a brief discussion and gave staff direction to put out the survey and come back to Council with the results.

B. Joint Meeting with the Historic Preservation Commission and Historic Museum Advisory Board - Historic Preservation Tax (01:02:53)

Mayor Leh introduced the item and there were introductions.

Historic Preservation Commission Members present:
Sloan Whidden
Marty Beauchamp
Keith Keller
Talbot Wilt

Historical Museum Advisory Board Members present:
David Hosansky
Barbara Taylor
Erika winder
Scott McElroy
Joe Easdale

Director Zuccaro gave a brief presentation.

HPC members and HMAB members voiced support for the recommendations from the task force.

There was no public comment.

Council had a brief discussion with the board members.

C. Ordinance No. 1928, Series 2026 — An Ordinance Extending the City's 0.125% Historic Preservation Sales Tax for an Additional Ten-year Period; Expanding the Purposes for Which the Historic Preservation Sales and Use Tax May be Spent to Include City Programs and Capital Projects that Promote and Preserve the City's History and Cultural Heritage; Increasing the Portion of Such Tax Allocated to the Louisville Museum Campus from 20% to 30%; and Providing for the Submission of this Ordinance to a Vote of the City's Registered Electors at the November 3, 2026 Special Election (01:45:33)

Mayor Leh introduced the item.

Director Zuccaro gave the staff presentation.

Council questions included how the $1.5 million figure was derived; the ballot language reference to ballot language from 2008 and 2017; the ballot language vs. policy decisions regarding rehabilitation and upgrades; and what is consistent with the ballot language with 2008 and 2017.

City Manager Langley offered a suggestion that part of the ballot language be changed from “consistent” to “established by”.

Council member Kern moved to approve Ordinance No. 1928, Series 2026 with the City Manger’s proposed language change, and set the public hearing for Tuesday, July 21, 2026 at 6 p.m.; seconded by Council member Fahey.

Aye: Christopher Leh, Judi Kern, Deb Fahey, Josh Cooperman
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

D. Proposed Charter Amendment Ordinances — 1st Reading (02:17:04)

i. Ordinance No. 1929, Series 2026 — An Ordinance Amending the City Charter Concerning the Authorized Topics for Executive Sessions and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election

Council, City Attorney Kelly and City Manager Langley discussed whether this would apply to boards and commissions as well.

Council member Fahey moved to approve Ordinance No. 1929, Series 2026 and set the public hearing for Tuesday, July 21, 2026 at 6:00 p.m.; seconded by Council member Cooperman.

Aye: Judi Kern, Christopher Leh, Deb Fahey, Josh Cooperman
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

ii. Ordinance No. 1930, Series 2026 — An Ordinance Amending the City Charter Concerning the Date on Which the Mayor and Councilmembers Take Office Following an Election and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election.

Council asked for a reminder on why this charter change was being recommended.

Council member Kern moved to approve Ordinance No. 1930, Series 2026 and set the public hearing for Tuesday, July 21, 2026 at 6:00 p.m.; seconded by Council member Fahey.

Aye: Josh Cooperman, Deb Fahey, Christopher Leh, Judi Kern
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

iii. Ordinance No. 1931, Series 2026 — An Ordinance Amending the City Charter Changing the Number of Signatures Required for Initiatives and Referendums and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election

Council members asked if the chart will be included as part of the ballot question.

City Attorney Kelly proposed to amend the language to “referendum petitions”.

Council member Fahey moved to approve Ordinance No. 1931, Series 2026, as amended, and set the public hearing for Tuesday, July 21, 2026 at 6:00 p.m.; seconded by Council member Kern.

Aye: Judi Kern, Christopher Leh, Deb Fahey
Nay: Josh Cooperman
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

iv. Ordinance No. 1932, Series 2026 — An Ordinance Amending the City Charter Concerning Locations for Public Meetings and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election.

There was a brief discussion and City Attorney Kelly offered a suggestion to change language to "…shall occur in public buildings and public facilities, or in such other locations approved by the public body, accessible to all members of the public."

Council member Kern moved to approve Ordinance No. 1932, Series 2026, as amended, and set the public hearing for Tuesday, July 21, 2026 at 6:00 p.m.; seconded by Council member Cooperman.

Aye: Deb Fahey, Josh Cooperman, Judi Kern, Christopher Leh
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

v. Ordinance No. 1933, Series 2026 — An Ordinance Amending the City Charter to Require a Review and Comment Period for Initiated Ordinances and Charter Amendments and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election

Council questions included the purpose of this charter change request and the process.

Council member Fahey moved to approve Ordinance No. 1933, Series 2026 and set the public hearing for Tuesday, July 21, 2026 at 6:00 p.m.; seconded by Council member Kern.

Aye: Deb Fahey, Josh Cooperman, Christopher Leh, Judi Kern
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

vi. Ordinance No. 1934, Series 2026 — An Ordinance Amending the City Charter to Update and Clarify Terminology and Providing for the Submission of the Ordinance to a Vote of the Registered Electors at the November 3, 2026 Special Election

There was a brief discussion regarding some of the terminology. City Attorney Kelly offered a revision to change the word resident in one section to “members of the public”.

Mayor Leh moved to approve Ordinance No. 1934, Series 2026, as amended, and set the public hearing for Tuesday, July 21, 20226 at 6:00 p.m.; seconded by Council member Kern.

Aye: Josh Cooperman, Judi Kern, Christopher Leh, Deb Fahey
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

E. Upcoming Agenda Items & Identification of New Ones — July 15, 2026 to October 31, 2026 (03:24:50)

Mayor Leh introduced the item.

City Manager Langely gave the staff report.

A question was asked about ongoing issues with Xcel.

4. Adjourn

Council member Kern moved to Adjourn; seconded by Mayor Leh.

Aye: Deb Fahey, Christopher Leh, Judi Kern, Josh Cooperman
Nay: None
Absent: Barbara Hamlington, Caleb Dickinson, Dietrich Hoefner

The meeting adjourned at 9:43 p.m.

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.B.

Subject:	Resolution No. 67, Series 2026 — A Resolution Approving a Construction Contract with Zoulek LLC for the 2026 Water Main Replacement Project
Date:	July 28, 2026
Prepared By:	Tyler Trojan, Civil Engineer III
Presented By:	Kurt Kowar, Director

Summary:
Staff recommends approval of the 2026 Water Main Replacement Project contract with Zoulek LLC for the Base Bid (Circle Drive and Grant Avenue) in the amount of $334,728.00, Alternate No. 2 (Jefferson Avenue) in the amount of $214,966.14, and Alternate No. 3 (Mobile Home Park Primary Water Meter Conversion) in the amount of $213,556.05, for a total contract amount of $763,250.19, plus a 10% contingency of $76,325.02 for a total of $839,575.21.

Background / Prior Discussions:
Public Works performs annual replacements of aging water distribution infrastructure to proactively replace deteriorated water mains before failures occur and to improve the reliability of the City's water distribution system.

The project was bid with a base bid and three alternates to provide flexibility based on available funding and construction timing.

The Base Bid includes water main replacement on:

- Circle Drive (South Boulder Rd. to Jefferson Ave.)
- Grant Avenue (Spruce St. to Pine St.)

Alternate No. 1 includes water main replacement on Garfield Avenue (Pine St. to Louisville Elementary School)

Alternate No. 2 includes water main replacement on Jefferson Avenue. (Pine St. to Hutchinson St.)

Alternate No. 3 includes conversion of the Parco Dello Zingaro Mobile Home Park from a primary water meter configuration to individual primary meter infrastructure as part of Phase 1 of the City's long-term water meter replacement program.

Please refer to the attached map for locations included with the base bid.

The 2026 Water Main Replacement Project was advertised on June 17, 2026 in accordance with the City's purchasing requirements, and bids were received from qualified contractors on July 7, 2026. Bids received are as follows:

Contractor	Base Bid	Alt. 1	Alt. 2	Alt. 3	Base+Alt.2&3
Zoulek LLC (Mid City Corporation)	$334,728.00	$109,584.13	$214,966.14	$213,556.05	$763,250.19
Concrete Works of Colorado	$332,546.00	$115,635.00	$221,686.00	$280,081.00	$834,313.00
Brannan Construction	$449,304.00	$182,050.00	$285,068.00	$306,300.00	$1,040,672.00
Goodland Construction	$498,063.00	$177,931.00	$309,531.00	$338,194.00	$1,145,788.00
Essential Contractors	$548,506.00	$168,956.00	$335,317.00	$272,929.00	$1,156,752.00
Timber Wolf Excavating	$683,619.88	$307,068.98	$505,216.68	$494,457.16	$1,683,293.72
Landmark EPC	$625,022.33	$485,113.33	$531,831.59	$557,119.28	$1,713,973.20

Following review of the bids, staff determined that Zoulek LLC submitted the lowest responsive and responsible bid based on pricing, compliance with the bid documents, and contractor qualifications. Staff recommends award of the Base Bid together with Alternate Nos. 2 and 3.

Although Alternate No. 1 (Garfield Avenue) is within the available project budget, Public Works recommends not awarding this alternate at this time. Garfield Avenue serves Louisville Elementary School, and construction during the current project schedule would significantly impact school traffic, student drop-off and pick-up operations, and pedestrian access. Deferring this work to 2027 will allow the City to better coordinate construction during a future period when impacts to the school can be minimized.

Alternate No. 2 (Jefferson Avenue) was requested by the City's Operations Division to be included in this year's project due to the condition of the existing water main. The existing line is outdated, undersized, and has restricted flow. Replacing this segment will improve system reliability, increase available water flow, and reduce future maintenance requirements. The work can be completed within the planned 2026 construction season and within the available project budget. Therefore, staff recommends award of Alternate No. 2.

Alternate No. 3 includes “Mobile Home Park Primary Water Meter” work at the Parco Dello Zingaro Mobile Home Park (PDZ MHP) which was a portion of the Water Meter Replacement

Project identified as a “Future Phase #1” of the larger conversion effort presented to City Council on January 6, 2026. During the Water Meter Replacement Program discussion, this work was included with a placeholder budget of $300,000. Awarding this alternate allows the City to begin implementation of that program while taking advantage of competitive bid pricing and mobilization associated with the 2026 Water Main Replacement Project.

Outreach for the PDZ MHP has not occurred yet but will begin before the primary meter work starts during the later stages of the waterline project. Outreach will be conducted in the following steps and will comply with the City’s communication standards, including requirements for both English and Spanish versions:

1. A notice will be sent to the MHP owner and will include the Order and a sample of the notice described in Item 2 that will be distributed to all MHP residents.
2. Within a few days of Item 1, a resident notice will be sent introducing the project, explaining the future billing transition, confirming that additional follow-up will be provided as described in Item 4, and including information about utility bill payment assistance through Sister Carmen.
3. Staff will meet with the MHP owner to discuss the project, easement requirements, and transition.
4. A second notice will be sent to all parties before construction begins. It will confirm the project start date, explain how the MHP owner intends to bill residents after the primary meter is placed into service, and provide information about utility bill payment assistance.

Work on the primary meter will not start until all four steps have been completed.

The intent is to leave the existing individual City meters and meter pits in place. If the MHP owner does not intend to use them for submetering, the City could explore a partnership to remove those meters and pits that can be accessed. Removal costs would need to be funded through project contingency or a future budget adjustment.

This project is anticipated to start construction in October and reach final completion in November of this year.

Development Proposal:
N/A

Analysis:
Staff is requesting Council’s approval of this contract as required by the City’s purchasing policy for contracts in excess of $100,000.

Council Work Plan:
While this project is not specifically listed in the 2026 Council Work Plan, it does align with the Council priority of providing core services. Maintenance of the water distribution system is critical to the goal of providing water service to the residents of Louisville.

Fiscal Impact:
The costs of the 2026 Water Main Replacement Project are included in the budget and divided between the following funds:

Projected Funding

Description	**Account**	**Budget Amount**
Waterline Replacement	501498-660181	$1,043,273.72
Meters (Future Phase #1 Mobile Home Primary Meter)	501498-640045	$300,000.00

Projected Expenses (Waterline Replacement) 501498-660181

Description	**Amount**
Waterline Replacement	($549,694.14)
Waterline Replacement - Contingency	($54,969.41)
Total Expenses:	**($604,663.55)**
Remaining Funds	**$438,610.17**

Projected Expenses (Meters) 501498-640045

Description	**Amount**
Future Phase #1 Mobile Home Primary Meter	($213,556.05)
Future Phase #1 Mobile Home Primary Meter – Contingency	($21,355.61)
Total Expenses:	**($234,911.66)**
Remaining Funds	**$65,088.35**

Total Contract Summary

Description	**Account**	**Amount**
Waterline Replacement	501498-660181	($549,694.14)
Waterline Replacement - Contingency	501498-660181	($54,969.41)
Future Phase #1 Mobile Home Primary Meter	502499-640045	($213,566.05)
Future Phase #1 Mobile Home Primary Meter – Contingency	502499-640045	($21,355.61)
	Total Contract:	**$839,575.21**

Alternatives:
The alternative is to not perform water main replacement in 2026. If maintenance is not performed, it is possible that the City will have more frequent water main breaks in these areas leading to more costly emergency repairs. Maintenance of the system is recommended to eliminate more costly repairs in the future.

Recommendation:
Staff recommends approval of the 2026 Water Main Replacement Project contract with Zoulek LLC for the Base Bid (Circle Drive and Grant Avenue) in the amount of $334,728.00, Alternate No. 2 (Jefferson Avenue) in the amount of $214,966.14, and

Alternate No. 3 (Mobile Home Park Primary Water Meter Conversion) in the amount of $213,556.05, for a total contract amount of $763,250.19, plus a 10% contingency of $76,325.02 for a total of $839,575.21, and to authorize the Mayor, City Manager, Public Works Director, City Clerk, and Project Managers to sign and execute contract documents on behalf of the City.

Attachments:
1. Resolution No. 67, Series 2026
2. 2026 Water Main Replacement Project Contract
3. Project Map

RESOLUTION NO. 67
SERIES 2026

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH ZOULEK LLC

WHEREAS, a Construction Contract has been proposed between the City and Zoulek LLC. for the 2026 Water Main Replacement Project (the "Project"); and

WHEREAS, by this resolution the City Council desires to approve the Construction Contract and approve Project contingency.

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

Section 1. The City Council hereby approves the Construction Contract between the City and Zoulek LLC for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

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

Section 3. The City Council hereby approves contingency for the Project in the amount of $76,325.02 for a total authorized amount of $839,575.21. The City's Project Manager for the Contract may approve change orders deemed necessary for the Project, subject to the cost limits set forth in this Resolution.

PASSED AND ADOPTED this 28th day of July, 2026.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, City Clerk

Agreement

THIS AGREEMENT is made and entered into this 28th day of July in the year 2026 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Zoulek, LLC

(hereinafter called CONTRACTOR)

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

Article 1. Work

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

PROJECT: **2026 WATER MAIN REPLACEMENT**
PROJECT NUMBER: **502498-660313**

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within 56 **Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND THREE HUNDRED DOLLARS ($1,300)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

2.3. OPTIONAL RENEWAL TERM. The OWNER and the CONTRACTOR may agree to extend the term of this CONTRACT in one (1) year increments for up to one (1) additional year by mutual written agreement. Any such agreement to extend the term of the Agreement shall be by a Change Order executed by OWNER and CONTRACTOR. Adjustments to the labor and material prices for the extension term must be agreed to by the OWNER and CONTRACTOR and shall not exceed a five percent (5%) increase per line item over the prior year. Any such approved price adjustment shall be set forth in the Change Order.

Article 3. Contract Price

3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Seven Hundred Sixty Three, Two Hundred Fifty dollars, and Nineteen Cents. $ 763,250.19 set forth in the Bid Form of the CONTRACTOR dated 7/7/2026. The Work shall include following parts of the Contractor's Bid Form: Base Bid, Alternate 2, and Alternate 3.

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

Article 4. Payment Procedures

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

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

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

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

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

Article 5. Contractor's Representations

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

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

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

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

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

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

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

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

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

Article 6. Contract Documents

Article 6. Contract Documents

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

6.1. Invitation to Bid.
6.2. Instruction to Bidders.
6.3. Bid Form.
6.4. This Agreement.
6.5. General Conditions.
6.6. Supplementary Conditions.
6.7. General Requirements.
6.8. Technical Specifications.
6.9. Drawings with each sheet bearing the title: **2026 Concrete Replacement Project.**
6.10. Change Orders, Addenda and other documents which may be required or specified including:
    6.10.1. Addenda No. __ to __ exclusive - N/A
    6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
    6.10.3. Schedule of Subcontractors
    6.10.4. Anti-Collusion Affidavit
    6.10.5. Certification of EEO Compliance
    6.10.6. Notice of Award
    6.10.7. Performance Bond
    6.10.8. Labor and Material Payment Bond
    6.10.9. Certificates of Insurance
    6.10.10. Notice to Proceed
    6.10.11. Contractor's Proposal Request
    6.10.12. Contractor's Overtime Request
    6.10.13. Field Order
    6.10.14. Work Change Directive
    6.10.15. Change Order
    6.10.16. Application for Payment
    6.10.17. Certificate of Substantial Completion
    6.10.18. Claim Release
    6.10.19. Final Inspection Report
    6.10.20. Certificate of Final Completion
    6.10.21. Guarantee Period Inspection Report

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

6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
    1. Permits from other agencies as may be required.
    2. Special Provisions and Detail Drawings.
    3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be

complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

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

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

Article 7. Miscellaneous

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

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

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

7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

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

This Agreement will be effective on July 28, 2026.

OWNER: CITY OF LOUISVILLE, COLORADO	**CONTRACTOR:** Zoulek
By: ______________________	By: ______________________
Christopher M. Leh, Mayor	
(CORPORATE SEAL)	(CORPORATE SEAL) ZOULEK LLC CORPORATE SEAL 2026 COLORADO
Attest: ______________________	Attest: ______________________
Genny Kline, City Clerk	
Address for giving notices:	Address for giving notices:
749 Main Street Louisville, Colorado 80027	109 Inverness Drive East Suite A Englewood, CO 80112
Attention: City Engineer	

2026 WATER MAIN REPLACEMENT PROJECT

City of Louisville

LEGEND

EXISTING:

- WALK
- CURB & GUTTER
- ROW
- WATER MAIN & VALVE
- FIRE HYDRANT
- SANITARY SEWER & MANHOLE
- INLET
- STORM SEWER & MANHOLE
- GAS LINE
- ELECTRIC LINE
- FIBER OPTIC LINE
- CABLE TV
- UTILITY POLE

W — SS — ST — G — E — FO — CTV

PROPOSED CONCRETE:

- 4" CONCRETE
- 8" CONCRETE
- CURBWALK
- CURB AND GUTTER
- ASPHALT PATCH

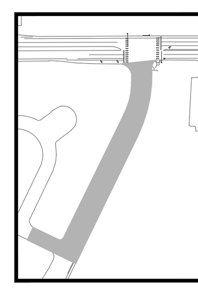
SHEET INDEX

SHEET NO.	SHEET TITLE
2	NOTES
3	CIRCLE DR.
4	GRANT AVE.
A5	ALTERNATE NO.1 - GARFIELD AVE.
A6	ALTERNATE NO.2 - JEFFERSON AVE.
A7-A8	ALTERNATE NO.3 - TRAILER PARK WATER METER
9	DETAILS
10	DETAILS

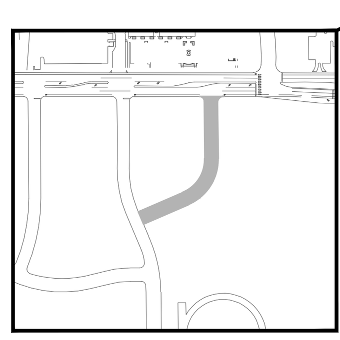
WATER LEGEND

PROPOSED:

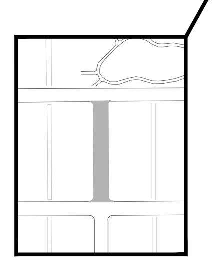
- 90° BEND
- 45° BEND
- 22.5° BEND
- 11.25° BEND
- FIRE HYDRANT
- CROSS
- TEE W/ THRUST BLOCK
- GATE VALVE
- CAP
- REDUCER
- SOLID SLEEVE
- SOLID X SWIVEL ADAPTER



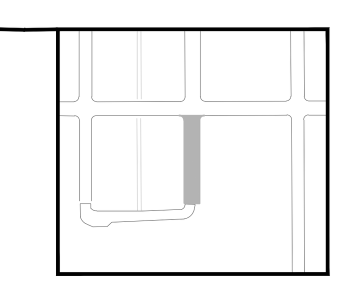
ALTERNATE NO. 3
TRAILER PARK WATER METER
SHEET A7-A8



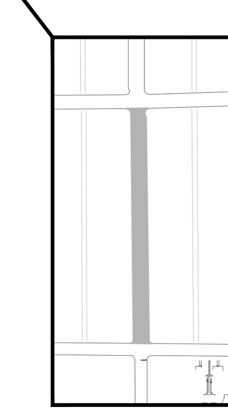
CIRCLE DR
SHEET 3



GRANT AVE
SHEET 4



ALTERNATE NO. 1
GARFIELD AVE
SHEET A5



ALTERNATE NO. 2
JEFFERSON AVE
SHEET A6

1" = 500'

500' 0 250' 500' 1000'

GRAPHIC SCALE IN FEET

N

LOCATION MAP
1":1000'

FOR ADVERTISEMENT
APPROVED BY: TYLER TROJAN
JUNE 2026

City of Louisville
COLORADO - SINCE 1878

DESIGN BY: MW
DRAWN BY: MH
CHECKED BY: MW
APPROVED BY: TT
ISSUE DATE: JUNE 2026
REVISIONS:

COVER SHEET
2026 WATER MAIN REPLACEMENT PROJECT

SHEET
1
OF
10

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.C.

Subject: Resolution No. 68, Series 2026 — A Resolution Approving a Construction Contract with Loenbro, LLC for a new Library Lighting Building Automation System

Date: July 28, 2026

Prepared By: Kevin Frey, Facilities Maint. Superintendent

Presented By: Kurt Kowar, Director

Summary:
Staff recommends approval of the Library Lighting Building Automation System (BAS) Replacement contract with Loenbro LLC for the base bid in the amount of $144,077 with no alternates, plus a 15% contingency in the amount of $21,600.

Background / Prior Discussions:
The existing lighting control system at the Library was installed in 2008. Components for this system are no longer available and can only be found on eBay as used parts. Upgrading the lighting system will allow remote viewing and control of the system, along with the capability of programming schedules for when the building is occupied and unoccupied. This system is the same lighting system the city has at the Recreation Center and City Services.

Development Proposal:
N/A

Analysis:
Staff advertised the Lighting BAS Replacement Project on May 26th through a public bid process. Bids were received on June 16, 2026. Bids received are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2
Loenbro, LLC	$144,077	$0.00	$263,522
Modern Electric	$243,249	$0.00	$298,757
CLI Services	No Bid		

Staff recommends Loenbro LLC as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

Council Work Plan:
This lighting BAS replacement project supports Core Services and Safety, as it will eliminate the need for constant maintenance and repairs of the existing system. The recommended contract supports the goal of providing a newer, more efficient lighting

control system.

Fiscal Impact:

Budgeted?: **Yes**

The budget for the project was approved through the CIP submittal process. The recommended award for this project is under the approved budget.

Projected Funding

Description	Account	Budget Amount
Library Lighting BAS Replacement	301551-620159	$176,525

Projected Expenses (301551-620159)

Description	Amount
Lighting BAS Replacement Base Bid	($144,077)
15% Contingency	($21,600)
	Total Expenses: ($165,677)
	Remaining Funds $10,848

Alternatives:

There isn't an alternative to continuing maintenance and repairs on the existing system. Parts for this system are very hard to find, and will eventually be obsolete.

Recommendation:

Staff recommends approval and award of the Library Lighting BAS Replacement Project contract with Loenbro, LLC for $144,077 plus a 15% contingency in the amount of $21,600 for a total authorized amount of $165,677 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

Attachments:

1. Resolution No. 68, Series 2026
2. 2026 07 28 Lighting BAS Agreement - Loenbro signed

RESOLUTION NO. 68
SERIES 2026

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH LOENBRO, LLC

WHEREAS, a Construction Contract has been proposed between the City and Loenbro, LLC for the 2026 Library Lighting Project (the "Project"); and

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

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

Section 1. The City Council hereby approves the Construction Contract between the City and Loenbro, LLC for the Project (the "Contract") in substantially the same form as the copy of such Contract accompanying this Resolution.

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

Section 3. The City Council hereby approves contingency for the Project in the amount of $21,600 for a total authorized amount of $165,677.00. The City's Project Manager for the Contract may approve change orders deemed necessary for the Project, subject to the cost limits set forth in this Resolution.

PASSED AND ADOPTED this ____ day of __________, 2026.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, City Clerk

CONSTRUCTION CONTRACT

This Agreement, is made and entered this 20th day of July, 2026 (the "**Effective Date**") by and between the City of Louisville ("**City**"), a Colorado home rule municipal corporation, and Loenbro LLC dba Loenbro, LLC, a Delaware limited liability company (the "**Contractor**").

THE PARTIES AGREE AS FOLLOWS:

1. <u>Scope of Work – Price</u>. The Contractor agrees to perform for the City all of the work set forth in **Exhibit A** attached hereto and incorporated herein by reference (the "**Work**"). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed $144,077.00 for the Base Bid with no alternates. Unit prices and unit costs for the Work shall not exceed those shown in **Exhibit A**. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. <u>Contract Documents</u>. The Work shall be done in strict accordance with all scope of Work documents attached hereto as **Exhibit A** and with the following additional documents: Bidding Documents for Louisville Library Lighting BAS, Project Number 301551-620159. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. <u>Compliance and Licensing</u>. a. Contractor shall be responsible for providing any measures necessary for ensuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville in accordance with the Louisville Municipal Code and shall pay the required fees for such license.

4. <u>Relationship of Contractor to City</u>. Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field

Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

5. Project and Field Manager. The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: Kevin Frey, Facilities Superintendent. The City's Field Manager for the purposes of communicating with the Contractor in the field and coordinating City efforts in the field is Kevin Frey. Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, on or before November 31st, 2026. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

7. Price of Work - Payment. a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 13, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

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

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

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor’s guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

13. Insurance and Bonds. a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

(2) Comprehensive General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than $400,000 per person in any one occurrence and $1,000,000 for two or more

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

c. The policies required above, except for the Workers' Compensation and Employers Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

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

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

g. If the contract price set forth in Section 1 exceeds $50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S.§ 38-26-101, et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one (1) year from the date of final acceptance by the City. In addition, the roof shall be subject to a 20-year warranty and the wind and hail warranties described in **Exhibit A.** If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner. The Project Manager is authorized to approve any change order which does not increase the the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the City Manager or Public Works Director. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

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

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

20. Documents. All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Work are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

21. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

22. Enforcement; Governing Law. a. Except as provided in Section 12, in the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

b. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the exclusive jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

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

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

If to the City:

City of Louisville
Attn: Facilities Superintendent
749 Main Street
Louisville, CO 80027
E-mail: KFrey@louisvilleco.gov

If to the Contractor:
Loenbro, LLC
Attn: Levon Barsikyan
12250 N Pecos St # 500
Westminster CO 80234
E-Mail: LBarsikyan@loenbro.com

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

25. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

26. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

27. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving Work or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

29. Execution. The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written. CITY OF LOUISVILLE
CONTRACTOR:

By:______________________________
Chris Leh, Mayor

By: Signed by: Bret Weimer 59A274C39EB9459...
Bret Weimer, Project Executive
Loenbro, LLC

ATTEST:

____
Genny Kline, City Clerk

EXHIBIT A
{Attach Scope of Work and Pricing}

REQUEST FOR PROPOSALS
PUBLIC LIBRARY LIGHTING BAS SPECIFICATIONS

Scope of Work

The current lighting automation system at the Library is a Watt Stopper w/HCLK8SS network clock, installed around 2004. Relays for this system are obsolete/hard to find, and a new nLight Network Lighting Control system is desired to be added, for remote monitoring and adjustment capabilities.

1. GENERAL DESCRIPTION

Provide a complete nLight networked lighting control system for the facility utilizing a digital, low-voltage architecture. The system shall include:

- Intelligent lighting control devices
- Occupancy and daylight sensors
- Wall-mounted user interfaces
- Centralized control and monitoring software
- BACnet integration capability
- Complete system programming, commissioning, and training

The system shall enable:

- Energy-efficient lighting operation
- Occupancy-based control
- Daylight harvesting
- Manual and preset scene control
- Remote monitoring and adjustments

2. SCOPE OF WORK

The Electrical Contractor (EC) shall provide:

- Procurement of all materials listed in **TLA Quote TLA24-247999-1**
- Installation of all devices, wiring, and network components
- Coordination with Owner and Manufacturer
- System startup support coordination
- Testing and commissioning assistance

Note: Programming, system checkout, and training shall be performed by a factory-authorized agent as included in the materials quote.

3. SYSTEM DESCRIPTION

3.1 Network Architecture

- Digital low-voltage lighting control network (CAT5 or equivalent)
- Distributed intelligence via networked devices
- RJ-45 connectivity between devices
- Central controller with BACnet capability

3.2 Control Features

- Occupancy/vacancy sensing
- Daylight harvesting (auto-dimming)
- Manual override and dimming

- Scheduling (via software interface)
- Remote access capability

3.3 Software

- SensorView – The City currently has a SensorView account
- Real-time monitoring and control
- System configuration and diagnostics
- BACnet integration for building systems

4. INSTALLATION REQUIREMENTS

- Install all devices per manufacturer's instructions
- Provide CAT5 cabling and terminations between all devices
- Coordinate device locations with reflected ceiling plans
- Ensure proper sensor coverage (360° where specified)
- Provide labeling for all control devices and panels
- Verify all connections prior to commissioning

5. COMMISSIONING & TRAINING

Performed by factory-authorized representative:

- System programming and configuration
- Functional testing of all devices
- Calibration of daylight sensors
- Owner training sessions
- Documentation and warranty support

6. WARRANTY

- Manufacturer standard warranty for all components
- Programming warranty included with startup services

7. BASIS OF DESIGN

- **Manufacturer:** nLight (Acuity Brands)

8. BILL OF MATERIALS & EQUIPMENT

The following materials shall be furnished and installed by the Electrical Contractor:

8.1 Control Devices & Sensors (from Quote TLA24-24799-1)

- Bridge Kits (Qty 10)
- Ceiling-Mounted Sensors:
  - Dual-zone photocell sensors (Qty 8)
  - Small motion sensors w/ photocontrol (Qty 13)
  - Small motion sensors (Qty 30)
  - Large motion sensors w/ photocontrol (Qty 2)
  - Large motion sensors (Qty 16)
- Corner mount sensors (Qty 5)
- Wall switch sensors (multiple configurations)

8.2 Control Interfaces

- Graphic touchscreen wallpods (Qty 9)
- Digital keyswitch wallpods (Qty 2)
- Push-button dimming wallpods (Qty 51)

- Wall switch occupancy sensors (Qty varies)

8.3 Power & Relay Equipment

- Relay/power packs with 0–10V dimming (Qty 104)

8.4 Network & Integration Components

- nLight Eclypse controller with BACnet (Qty 1)
- Contact closure input modules (Qty 2)
- Photocell kits (Qty 1)
- Remote services module with gateway (Qty 1)

8.5 Cabling

- CAT5 cabling and terminated jumpers (approx. 255 units assumed)

8.6 Services Included

- Factory startup and programming services
- Owner training
- System checkout and warranty support
- Project management and documentation

9. CONTRACTOR RESPONSIBILITIES

The Electrical Contractor shall:

- Verify quantities prior to procurement
- Coordinate with Owner and lighting controls vendor
- Provide complete installation and system readiness
- Support commissioning activities
- Deliver as-built documentation
- **CLOSEOUT Requirements**:

  Provide:

  1. As-built drawings
  2. Programming files
  3. O&M manuals
  4. Training documentation

10. NOTES

- Material quantities are based on site walk and existing plans (2005 drawings)
- Final layout and quantities may require field verification
- Installation labor is **not included in the referenced quote** and shall be part of the contractor's bid.

11. ATTACHMENTS

Attachment A – Lighting Controls Quote (Basis of Materials)

- The Lighting Agency Quote No. TLA24-247999-1
- Dated: February 27, 2024
- Included as project reference and procurement basis

Attachment B – City of Louisville Library Building Plans

Attachment C – Lighting BAS plan

LOENBRO
One Partner | Limitless Solutions

June 16, 2026 **SERCO26-LB-053**

City of Louisville
COLORADO • SINCE 1878

749 Main St.

Louisville, CO 80027

Phone: 303.666.6565

Attn: Kevin Frey

Reference: Louisville Public Library Lighting BAS

Loenbro, LLC. is pleased to provide our proposal on the referenced project.

PRICING:

Base Price for Electrical:	**$ 144,077.00**
Alternate No. 1 (Includes Base Pricing)	**$ 263,522.00**

CLARIFICATIONS:

1. Proposal remains valid for 30-days.
2. All work to be performed during normal business hours Mon.-Fri. 7:00am – 3:30pm.
3. Cancellation charges incurred by Loenbro LLC., shall be the responsibility of the customer along with associated freight charges.

INCLUSIONS:

We have captured the following work listed below.

BASE PRICE

1. Demo existing wattstopper lighting control contactor panel found in electrical rooms on the 1st and 2nd floor.
2. Furnish and install nLight Air lighting control system as designed by TLA.
3. Pricing includes BOM quantities reflected on TLA quote dated 06.09.26.
4. Clean up of our own identifiable debris to an on-site dumpster furnished by Owner/GC.

ALTERNATE NO 1

1. Demo existing wattstopper lighting control contactor panel found in electrical rooms on the 1st and 2nd floor.
2. Demo existing Type F8 fixtures located on the 1st and 2nd floor.
3. Furnish and install nLight Air lighting control system and linear light fixtures, intended to replace existing Type F8 fixtures as designed by TLA.
4. Pricing includes BOM quantities reflected on TLA quote dated 06.09.26.
5. Clean up of our own identifiable debris to an on-site dumpster furnished by Owner/GC.

6. Pricing reflects 1-year workmanship warranty.
7. Note: any reference to BAS in the RFP refers to new lighting control panel as the building does not have an existing BAS system.
8. Note: pricing reflects TLA quotes 06/09/26 that reflect a nLight AIR system only.
9. Note: Exhibit A, C and D are excluded from this proposal as the intent of the design changed during our site walk on 06/04/26.
10.

EXCLUSIONS:

1. Furnishing and installing backup inverter.
2. Sales and use taxes.
3. Delays and/or extension of the project schedule.
4. Engineering fees.
5. Permit fees.
6. Builders Risk Insurance.
7. Upgrades or replacement of existing disconnects, meter housing and panels not specified in proposal.
8. Patching and painting of walls where conduits and supports are removed.
9. Upgrades or changes in scope required by Authorities Having Jurisdiction.

Equipment Warranty:

Loenbro LLC., warrants products sold under this agreement for a period of twelve (12) months from date of final inspections. Loenbro's obligation under this warranty is limited to repairing or replacing any part of the products sold under this agreement that we agree is defective in materials or workmanship under normal use and service during the warranty period.

This warranty is void if products have been altered or subjected to misuse, neglect, accident, damage or improper repair.

Warranty repair can be arranged by calling 303-428-2011 during normal business hours, 7:00 a.m. to 5:00 p.m. Monday through Friday.

Terms:

Payment is expected net 30 days from date of invoice. Loenbro reserves all lien rights under the provisions and laws of the State of Colorado.

We thank you for the opportunity to provide a proposal on this project and look forward to working with you. If you have any questions, please feel free to contact the undersigned.

Sincerely,

LOENBRO, LLC

Levon A. Barsikyan | Account Manager
720.626.0511 Cell
lbarsikyan@loenbro.com

Acceptance of Proposal

The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorizing Loenbro to perform the work and payment will be made as outlined per the terms stated above.

Signature of Approval____

Date of Approval_____________________ **Purchase Order** _______________________________

Date: Jun 10, 2026 Quote: TLA26-331933-1

Quote

The Lighting Agency

The Lighting Agency
P.O. Box 11246
Denver CO 80211-0246
Phone: (303) 455-1012

From: Rob Pries
Quoter Ph:
Email:

Project **Louisville Public Library - nLight Upgrades - Controls**
Location Louisville CO
Quote TLA26-331933-1

To: Rob Pries
The Lighting Agency
2661 17th Street
P.O. Box 11246
Denver CO 80211
EMail: rpries@thelightingagency.com

For
Bid Date Jun 9, 2026
Expires Jul 9, 2026

QTY	Type	MFG	Part
Note			*BUDGET FOR NEW NLIGHT LIGHTING CONTROL SYSTEM, SENSORVIEW SOTWARE, CAT5 CABLE, AND SYSTEM PROGRAMMING / OWNER TRAINING.*
Note			*INSTALLATION BY OTHERS - COST NOT INCLUDED.*
Note			*PRICES SHOWN ARE 'OWNER ESTIMATED'. ACTUAL COSTS MAY DIFFER.*
5	$XP	CTRL	WSXA PDT XX Wall Switch Sensor, Passive Dual Technology, Line Voltage Relay
3	$XP2PF	CTRL	WSXA PDT 2P FAN XX Wall Switch Sensor, Passive Dual Technology, 2-Pole
1	$XPD	CTRL	WSXA PDT D XX Wall Switch Sensor, Passive Dual Technology, 0-10V Dimming
1	N$TCH	CTRL	NPOD TOUCH XX Low Voltage Wallpod, 3.5" Graphic Touchscreen, Capacitive Touch w/ Power Supply, (16) Channel Sliders, (16) Preset Scenes, Bluet
1	NBG	CTRL	NBRG 8 KIT Bridge, Kit
2	NECYBG	CTRL	NECY MVOLT BAC ENC NW GFXK nLight Eclypse, 120-277 VAC, BACnet, 14 1/4"H x 14 1/4"W x 4"D metal enclosure for ECLYPSE EnergySyte or nLight ECLYPSE., NGWY2
2	NECYDA	CTRL	NECYD NLTAIR G2 Adapter, nLight AIR, Generation Two
2	NIO1SK	CTRL	NIO 1S KO nLight Device, Contact Closure Input, Chase Nipple Mounting
10	NPD	CTRL	NPP16 D EFP Power/Relay Pack, 0-10V Dimming, External Fault Protection
9	R$L4S	CTRL	RPODLA 4S MVOLT XX G2 nLight Air rPOD , 4 scene control, MVOLT 120/277
49	R$LD	CTRL	RPODLA DX MVOLT XX G2 nLight Air rPOD Raise/Lower Dimming, MVOLT 120/277
1	R$LD	CTRL	RPODLA DX MVOLT XX G2 nLight Air rPOD Raise/Lower Dimming, MVOLT 120/277
44	RCP9	CTRL	RCMS PDT 9 G2 nLight AIR occupancy and daylight sensor, Passive Dual Technology, Small Motion / Standard Range 360 Lens, Generation Two

Date: Jun 10, 2026 Quote: TLA26-331933-1

Quote

The Lighting Agency

The Lighting Agency
P.O. Box 11246
Denver CO 80211-0246
Phone: (303) 455-1012

Project **Louisville Public Library - nLight Upgrades - Controls**
Location Louisville CO
Quote TLA26-331933-1

From: Rob Pries
Quoter Ph:
Email:

QTY	Type	MFG	Part
16	RCP10	CTRL	RCMS PDT 10 G2 nLight AIR occupancy and daylight sensor, Passive Dual Technology, Large Motion / Extended Range 360 Lens, Generation Two
103	RPD24	CTRL	RPP20 D 24V EFP G2 nLight Air Power/Relay Pack, Networked Version, 0-10V Dimming, 24 volt output, External Fault Protection, Generation Two
		Line Note:	nLight Air Power/Relay Pack, Networked Version, 0-10V Dimming, 24 volt output, External Fault Protection, Generation Two
1		SUPP	MISC CAT5 CABLES TERMINATED CAT5 JUMPERS ASSUMED
1		CSG	TECH SVSC TECH SERVICES: PERFORMED BY A FACTORY AUTHORIZED STARTUP AGENT AND INCLUDES PROGRAMMING / TRAINING / SYSTEM CHECK-OUT / PROGRAMMING WARRANTY
1		CLA	PMCD PROJECT MANAGEMENT, COORDINATION, AND DOCUMENTATION

Total: **$66,835.63**

Notes:
CONTROLS NOTES:

1) This Version includes nLight AIR Wireless Controls used with existing Lighting.

All EM to be batteries in fixtures.

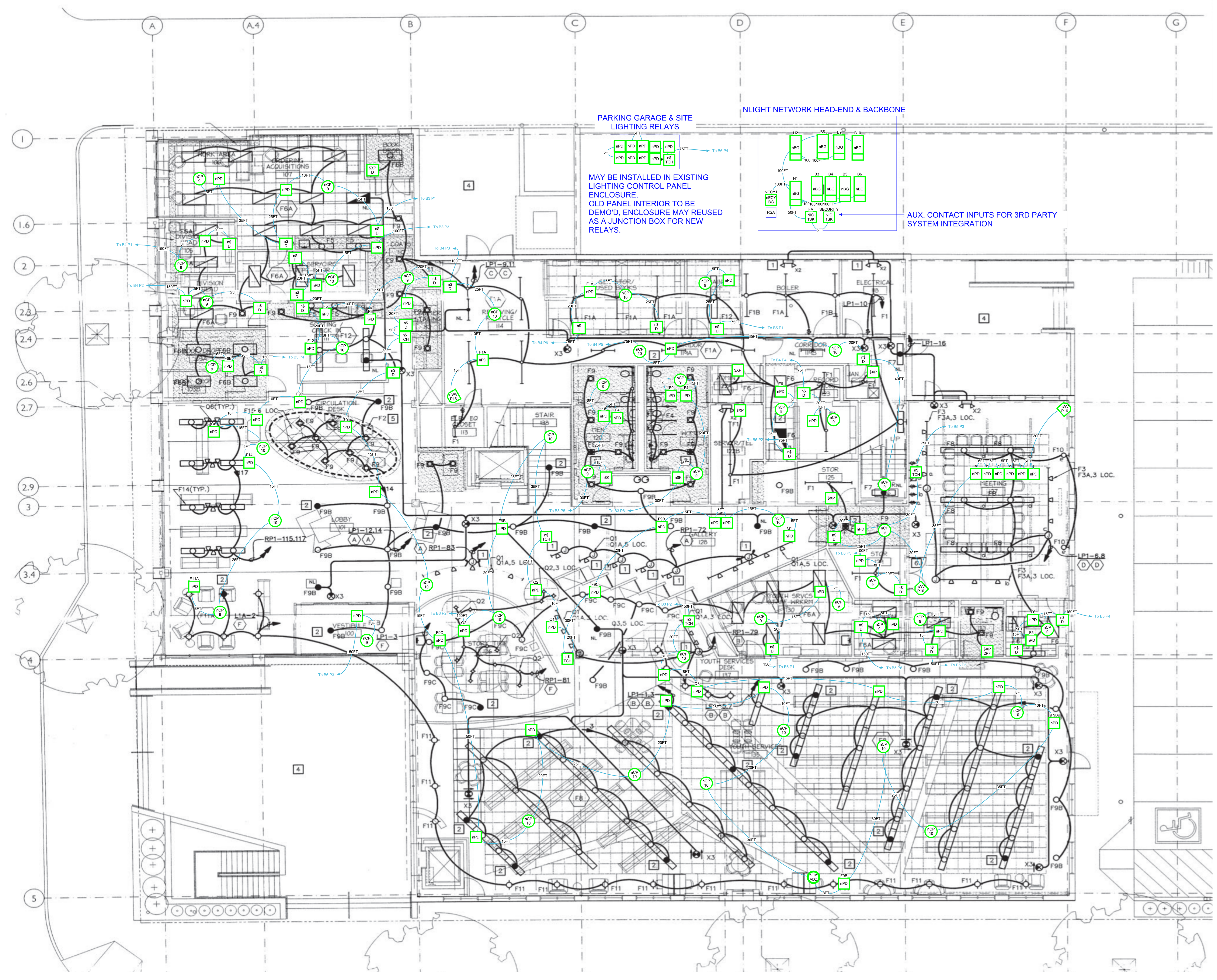
LAN connections provided by owner.

Mfg Terms:

		Freight Allowance	Minimum Order
CLA	Commercial Lighting Acces	Plus Freight	
CSG	Connect Solutions Group, L	Plus Freight	
LITH	Lithonia Lighting Lithonia brands include: AUST, CTRL, DOWN, EMER, FLUO,HITK, LI and RELC	Freight Allowed	$50.00
SUPP	Supply 38 LLC	Plus Freight	

THESE NLIGHT LIGHTING CONTROL LAYOUTS ARE PROVIDED FOR GENERAL BUDGETING PURPOSES. THE INFORMATION CONTAINED HERE IS THE LIGHTING AGENCY'S BEST INITIAL ESTIMATE TO UPGRADE THE LIGHTING CONTROL SYSTEM.

ADDITIONAL SITE VERIFICATION AND OWNER/CONTRACTOR COORDINATION WILL BE REQUIRED FOR FINAL BOM AND CONSTRUCTION.



A LC 1.1
1/8" = 1'

The Lighting Agency

PRODUCT LEGEND LC 1.1	
9	NBRG 8 KIT Bridge, Kit
1	NCM ADCX DZ RJB Low Voltage Ceiling Mount Sensor, Photocontrol w/ Auto Dimming; No Wires, Dual Zone Photocontrol
20	NCM PDT 10 RJB Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Large Motion / Extended Range 360° Lens, Rear RJ-45 Ports
23	NCM PDT 9 RJB Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Small Motion / Standard Range 360° Lens, Rear RJ-45 Ports
1	NECY MVOLT BAC ENC NW GFXK nLight Eclypse, 120-277 VAC, BACnet, 14 1/4"H x 14 1/4"W x 4"D metal enclosure for ECLYPSE EnergySyte or nLight ECLYPSE., NGWY2 GFX and PS 150 power supply with CAT5 cable
2	NIO 1S KO nLight Device, Contact Closure Input, Chase Nipple Mounting
6	NPOD TOUCH XX Low Voltage Wallpod, 3.5" Graphic Touchscreen, Capacitive Touch w/ Power Supply, (16) Channel Sliders, (16) Preset Scenes, Bluetooth standard w/ Free Phone App (MyPersonify)
2	NPODA KEY XX Low Voltage Wallpod, Digital keyswitch
25	NPODMA DX XX Aesthetic Low Voltage Push-Button Wallpod, Raise/Lower Dimming, Low Voltage CAT5 Connected
71	NPP16 D EFP Power/Relay Pack, 0-10V Dimming, External Fault Protection
3	NWV PDT 16 KIT Low Voltage Corner Mount Sensor, Passive Dual Technology, 16 , Kit
1	RSA REMOTE SERVICES MODULE, COMES EQUIPPED WITH ECLYPSE GATEWAY
1	WSXA PDT 2P FAN XX Wall Switch Sensor, Passive Dual Technology, 2-Pole
1	WSXA PDT D XX Wall Switch Sensor, Passive Dual Technology, 0-10V Dimming
4	WSXA PDT XX Wall Switch Sensor, Passive Dual Technology, Line Voltage Relay

KEYNOTES

CAT5 CABLE IS INCLUDED IN THIS CONTROLS PACKAGE - A CAT5 CABLE ORDERING FORM IS ENCLOSED IN THIS SUBMITTAL AND IS INTENDED TO BE FILLED OUT BY THE E.C. DURING SUBMITTAL REVIEW. IF THE E.C. CHOOSES TO NOT FILL OUT THE CAT5 FORM AND WISHES TO USE THE LENGTHS OUTLINED ON THE LAYOUT PLANS THEY CAN DO SO.

E.C. WOULD THEN NEED TO ONLY CONFIRM WHAT COLOR CAT5 IS DESIRED.

TLA WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL CAT5 THAT MIGHT BE NEEDED AS A RESULT OF INSTALL SITE CONDITIONS REQUIRING DIFFERENT / MORE CABLE.

Where Switchleg and/or 0-10v connections are not shown, room is a single switchleg and all fixtures tie to the relay controlling the room.

In general, 0-10v dimming wires should "follow" the line voltage switchleg wiring. All fixtures tied to a given relay's switched output should tie to the same relay's 0-10v dimming wires. 0-10v dimming wires should not be tied together across multiple relay outputs (zones / switchegs). With the exception of fixtures using internal battery backup, 0-10v dimming wires for EM switchlegs should only be tied back to the EM relay creating the switchleg.

0-10v wires should not be ran parallel to or in the same conduit as line voltage conductors over long distances. It is possible that having to much induced AC voltage on the low voltage DC dimming wires can de-stabalize network communication or damage electronic components.

Except for LDCM Modules (see following note) dedicated neutrals should be ran to each Phase dimming controller / its attached fixtures. This is because the neutral sine wave will be modified by the dimmer as well as the hot. This modified sine wave could damage electronics in devices / fixtures not designed to accept modified sine waves.

Where an LDCM module is present, LDCM output (ELV) neutral should not be tied in with normal neutral. LDCM provides isolated ELV neutral so dedicated home runs to the panel are not needed.

Having multiple phase dimming modules (ELV / MLV / 2W / 3W) on one neutral can cause flickering / inconsistent dimming. Since the sine wave of the neutral is being modified by the phase dimmer, multiple phase dimmers on one neutral can cause interfering sine wave patterns.

WIRE LEGEND
LC 1.1

CAT5e nLight
Pre-terminated CAT5e cable for nLight communication network
Estimates Only
33 - CAT5 5FT
13 - CAT5 8FT
19 - CAT5 10FT
8 - CAT5 15FT
24 - CAT5 20FT
16 - CAT5 25FT
8 - CAT5 30FT
5 - CAT5 35FT
2 - CAT5 40FT
2 - CAT5 50FT
7 - CAT5 75FT
14 - CAT5 100FT
11 - CAT5 150FT

IF THIS DRAWING IS ILLEGIBLE OR NOT A 48x36, IT HAS BEEN ALTERED. PLEASE CONTACT THE LIGHTING AGENCY FOR THE ORIGINAL

Disclaimer

The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

Drawing Type: Layout

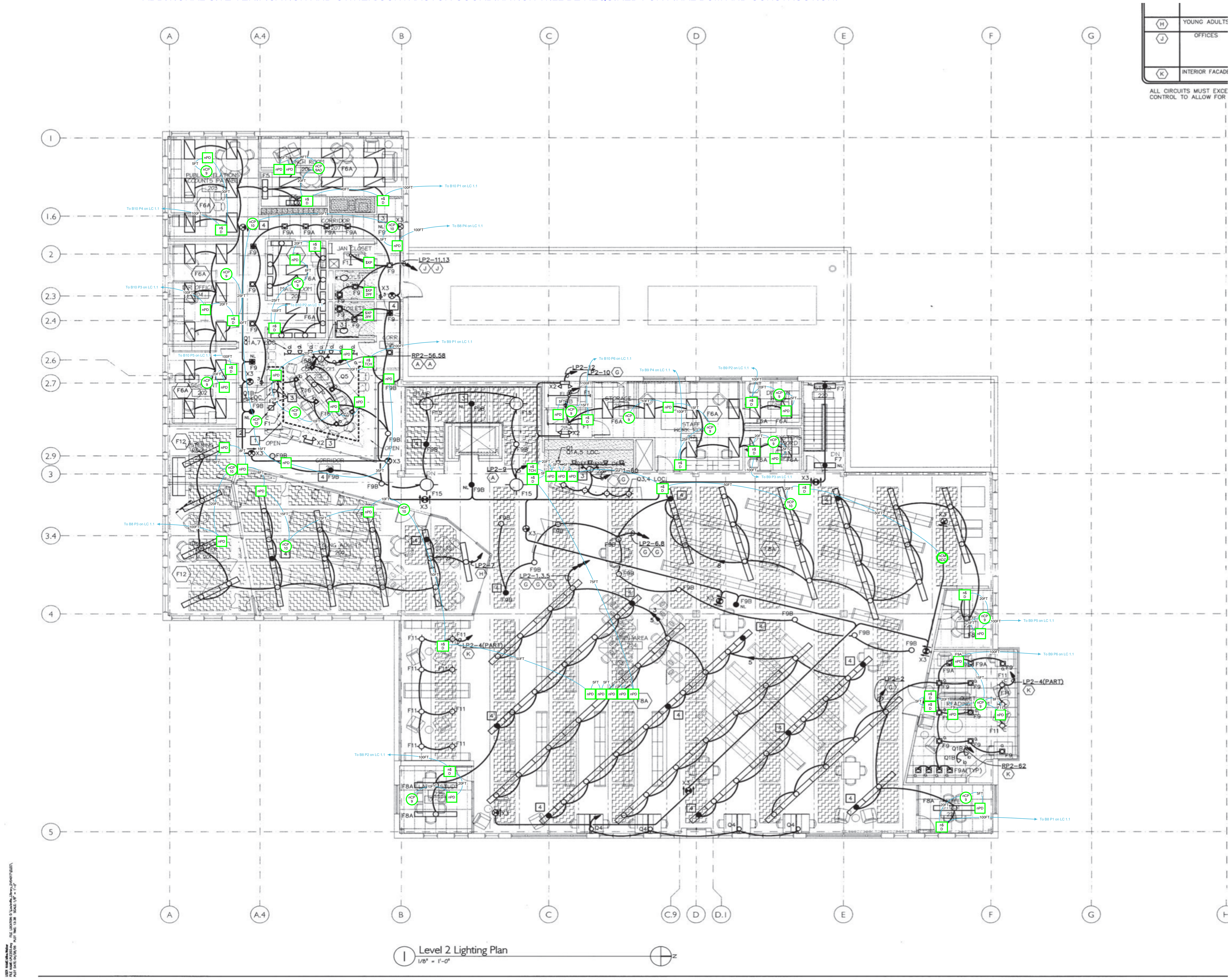
Prepared For:

Date:	2/26/2024
Scale:	1/8" = 1'
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	LC 1.1

Docusign Envelope ID: 102A19C3-B7FC-84C9-8314-3A2BAB14FA3F

THESE NLIGHT LIGHTING CONTROL LAYOUTS ARE PROVIDED FOR GENERAL BUDGETING PURPOSES. THE INFORMATION CONTAINED HERE IS THE LIGHTING AGENCY'S BEST INITIAL ESTIMATE TO UPGRADE THE LIGHTING CONTROL SYSTEM.

ADDITIONAL SITE VERIFICATION AND OWNER/CONTRACTOR COORDINATION WILL BE REQUIRED FOR FINAL BOM AND CONSTRUCTION.



A LC 1.2
1/8" = 1'

The Lighting Agency

PRODUCT LEGEND LC 1.2		
1	nCM ADZ	NCM ADCX DZ RJB Low Voltage Ceiling Mount Sensor, Photocontrol w/ Auto Dimming; No Wires, Dual Zone Photocontrol
8	nCP 10	NCM PDT 10 RJB Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Large Motion / Extended Range 360° Lens, Rear RJ-45 Ports
1	nCP 9AD	NCM PDT 9 ADCX RJB Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Small Motion / Standard Range 360° Lens, Photocontrol w/ Auto Dimming; 0-10V Output Provided by Other Device(s), Rear RJ-45 Ports
13	nCP 9	NCM PDT 9 RJB Low Voltage Ceiling Mount Sensor, Passive Dual Technology, Small Motion / Standard Range 360° Lens, Rear RJ-45 Ports
2	n$ TCH	NPOD TOUCH XX Low Voltage Wallpod, 3.5" Graphic Touchscreen, Capacitive Touch w/ Power Supply, (16) Channel Sliders, (16) Preset Scenes, Bluetooth standard w/ Free Phone App (MyPersonify)
20	n$ D	NPODMA DX XX Aesthetic Low Voltage Push-Button Wallpod, Raise/Lower Dimming, Low Voltage CAT5 Connected
36	nPD	NPP16 D EFP Power/Relay Pack, 0-10V Dimming, External Fault Protection
2	$XP 2PF	WSXA PDT 2P FAN XX Wall Switch Sensor, Passive Dual Technology, 2-Pole
1	$XP	WSXA PDT XX Wall Switch Sensor, Passive Dual Technology, Line Voltage Relay

KEYNOTES

The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

CAT5 CABLE IS INCLUDED IN THIS CONTROLS PACKAGE - A CAT5 CABLE ORDERING FORM IS ENCLOSED IN THIS SUBMITTAL AND IS INTENDED TO BE FILLED OUT BY THE E.C. DURING SUBMITTAL REVIEW. IF THE E.C. CHOOSES TO NOT FILL OUT THE CAT5 FORM AND WISHES TO USE THE LENGTHS OUTLINED ON THE LAYOUT PLANS THEY CAN DO SO.

E.C. WOULD THEN NEED TO ONLY CONFIRM WHAT COLOR CAT5 IS DESIRED.

TLA WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL CAT5 THAT MIGHT BE NEEDED AS A RESULT OF INSTALL SITE CONDITIONS REQUIRING DIFFERENT / MORE CABLE.

Where Switchleg and/or 0-10v connections are not shown, room is a single switchleg and all fixtures tie to the relay controlling the room.

In general, 0-10v dimming wires should "follow" the line voltage switchleg wiring. All fixtures tied to a given relay's switched output should tie to the same relay's 0-10v dimming wires. 0-10v dimming wires should not be tied together across multiple relay outputs (zones / switchegs). With the exception of fixtures using internal battery backup, 0-10v dimming wires for EM switchlegs should only be tied back to the EM relay creating the switchleg.

0-10v wires should not be ran parallel to or in the same conduit as line voltage conductors over long distances. It is possible that having to much induced AC voltage on the low voltage DC dimming wires can de-stabalize network communication or damage electronic components.

Except for LDCM Modules (see following note) dedicated neutrals should be ran to each Phase dimming controller / its attached fixtures. This is because the neutral sine wave will be modified by the dimmer as well as the hot. This modified sine wave could damage electronics in devices / fixtures not designed to accept modified sine waves.

Where an LDCM module is present, LDCM output (ELV) neutral should not be tied in with normal neutral. LDCM provides isolated ELV neutral so dedicated home runs to the panel are not needed.

Having multiple phase dimming modules (ELV / MLV / 2W / 3W) on one neutral can cause flickering / inconsistent dimming. Since the sine wave of the neutral is being modified by the phase dimmer, multiple phase dimmers on one neutral can cause interfering sine wave patterns.

WIRE LEGEND LC 1.2	
	CAT5e nLight Pre-terminated CAT5e cable for nLight communication network ***Estimates Only*** 17 - CAT5 5FT 7 - CAT5 8FT 5 - CAT5 10FT 6 - CAT5 15FT 15 - CAT5 20FT 4 - CAT5 25FT 1 - CAT5 30FT 3 - CAT5 35FT 1 - CAT5 40FT 5 - CAT5 50FT 1 - CAT5 75FT 16 - CAT5 100FT

Drawing Type:
Layout

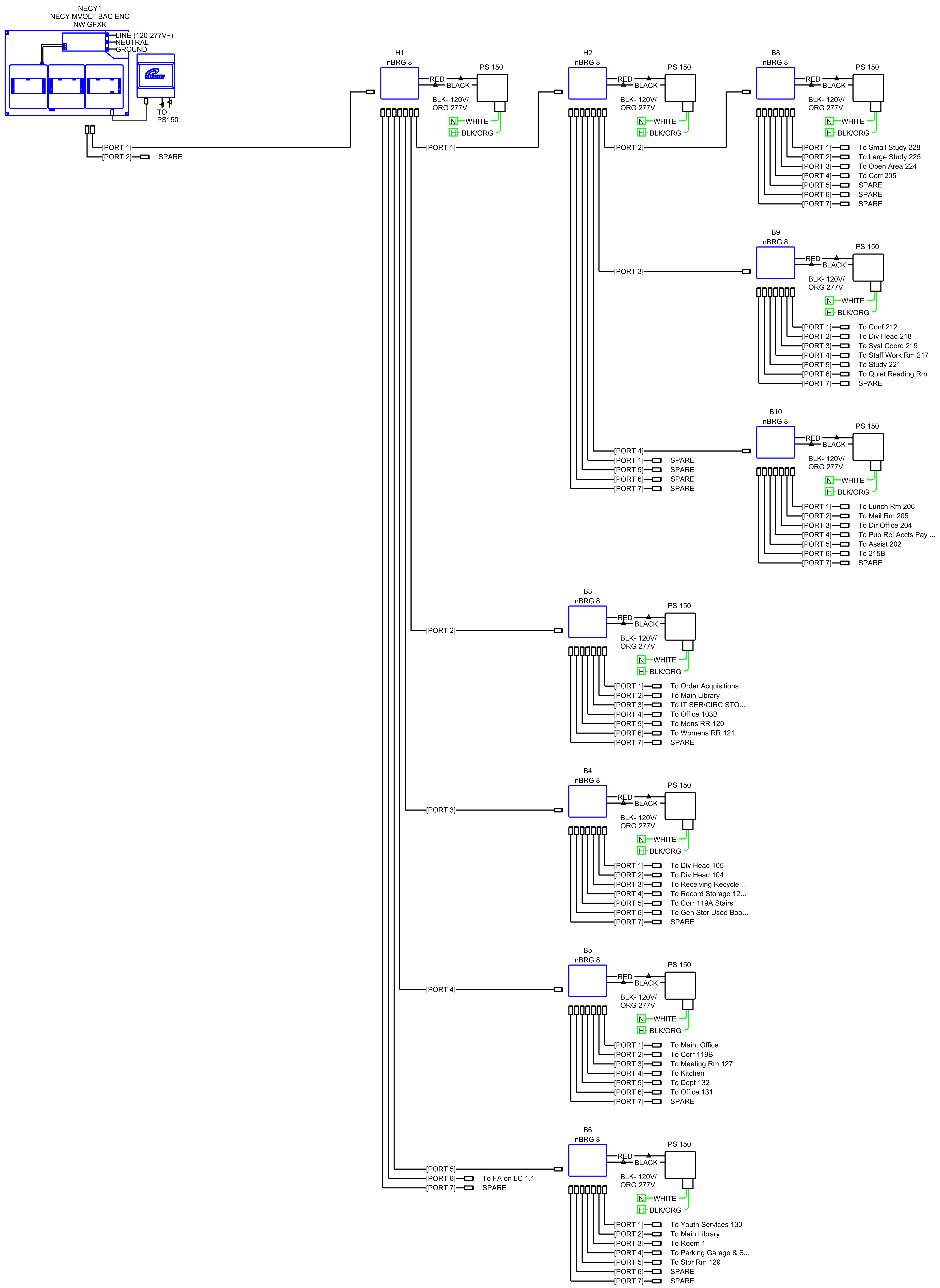
Prepared For:

Date:	2/26/2024
Scale:	1/8" = 1'
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	LC 1.2

IF THIS DRAWING IS ILLEGIBLE OR NOT A 48x36, IT HAS BEEN ALTERED. PLEASE CONTACT THE LIGHTING AGENCY FOR THE ORIGINAL

Disclaimer

Created in Visual Controls



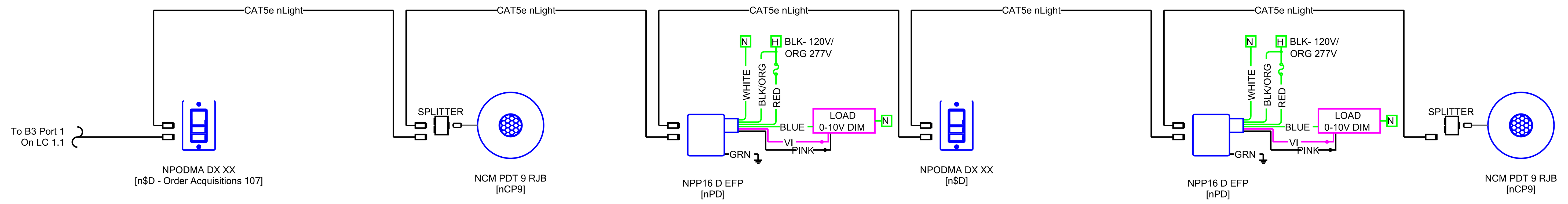
1 Network Riser - NECY1
LC 1.1

The Lighting Agency

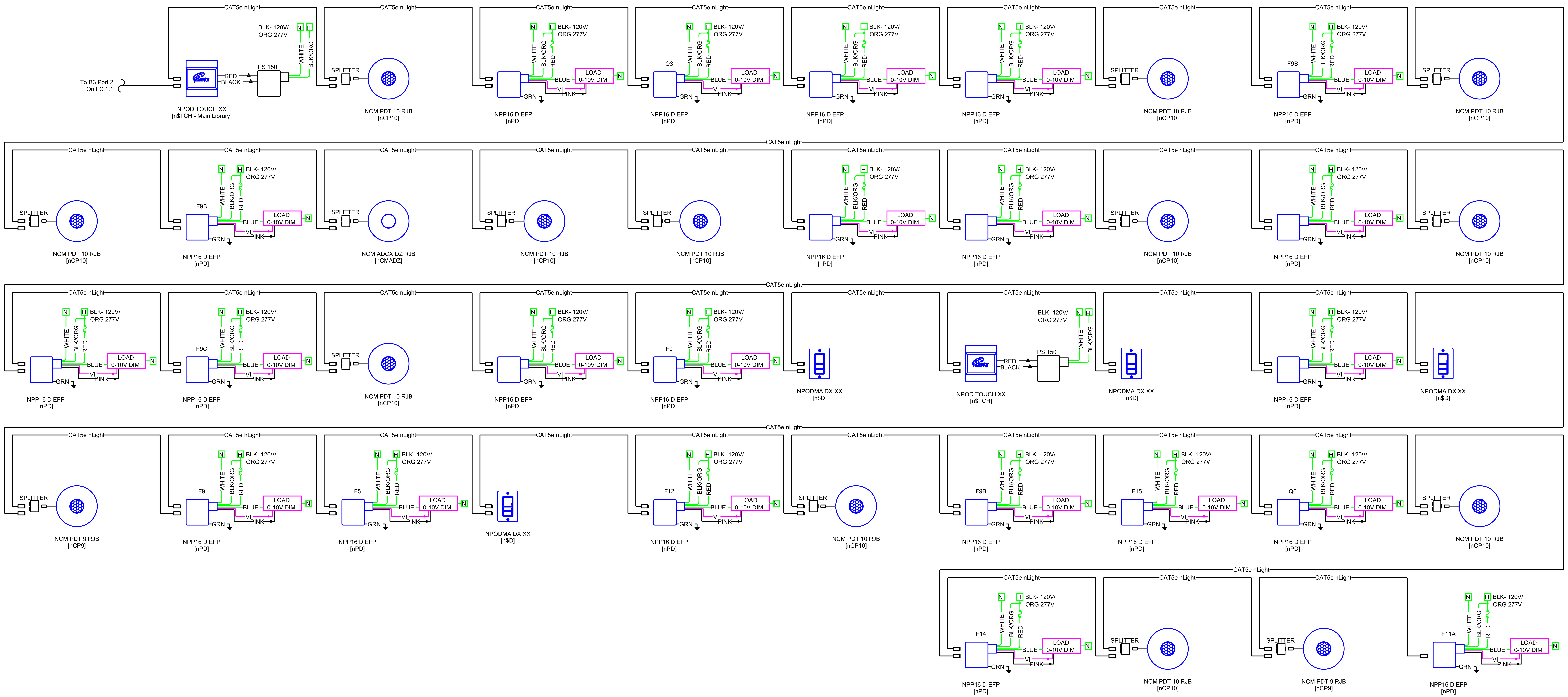
Louisville Public Library
951 Spruce St, Louisville

Drawing Type: Riser
Prepared For:

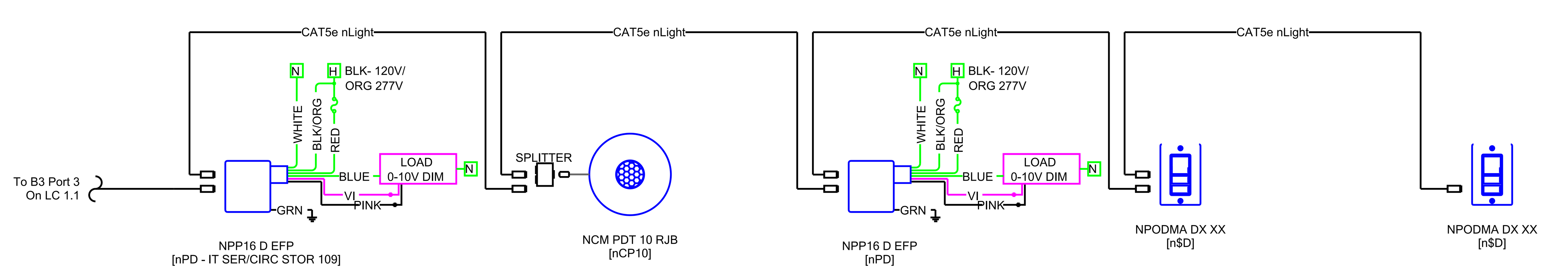
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 1



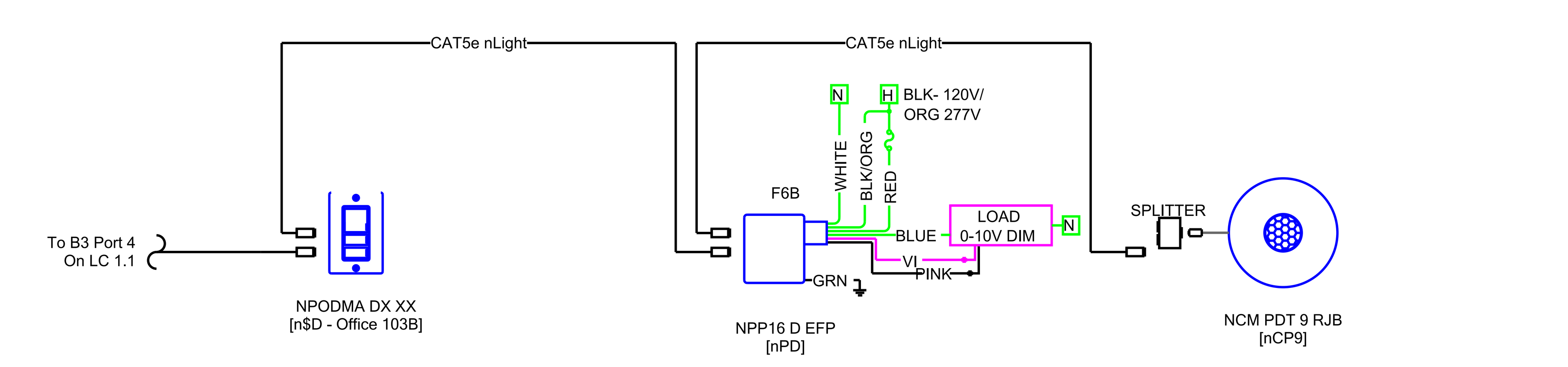
2 B3 Port 1 - Order Acquisitions 107
LC 1.1



3 B3 Port 2 - Main Library
LC 1.1



4 B3 Port 3 - IT SER/CIRC STOR 109
LC 1.1

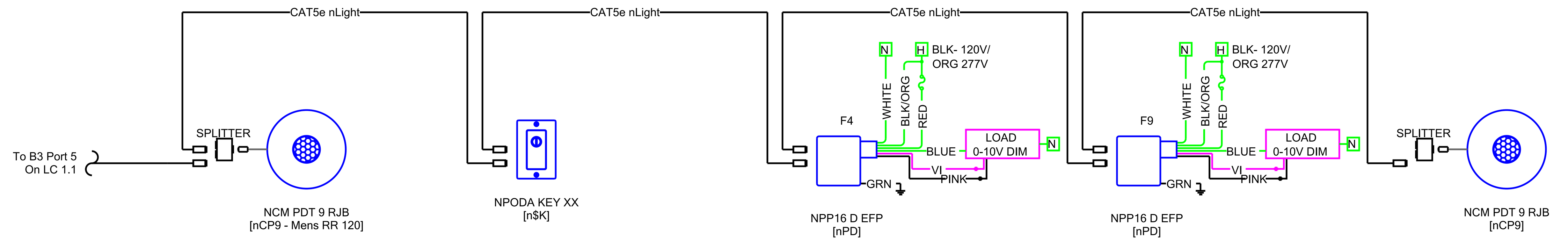


5 B3 Port 4 - Office 103B
LC 1.1

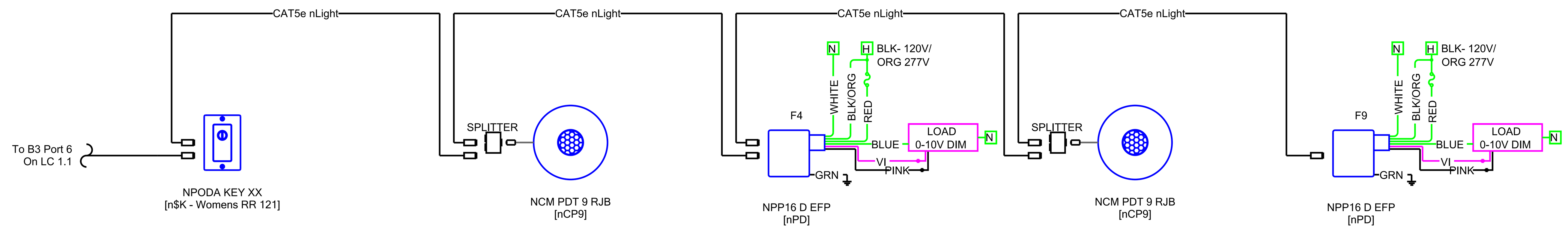
The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

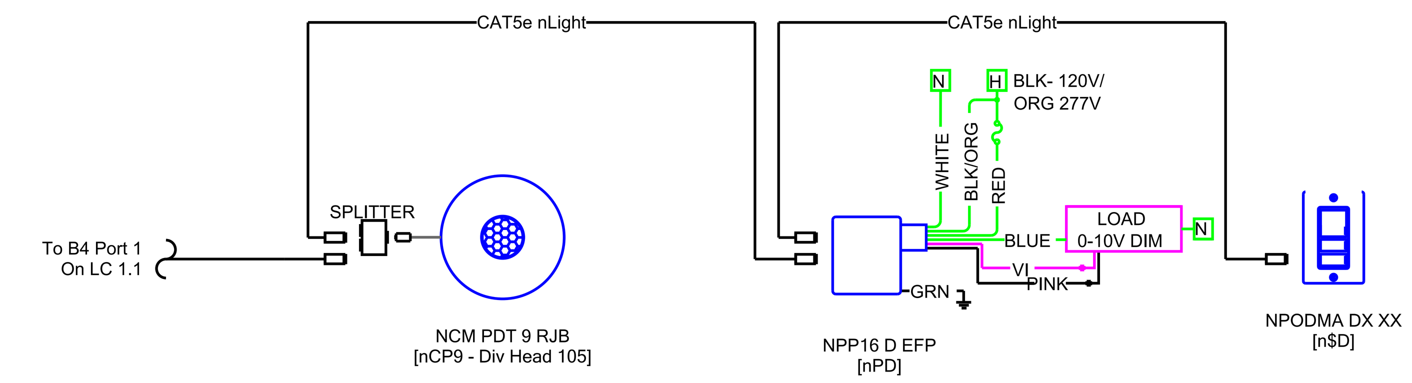
Drawing Type: Riser	Prepared For:
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 2



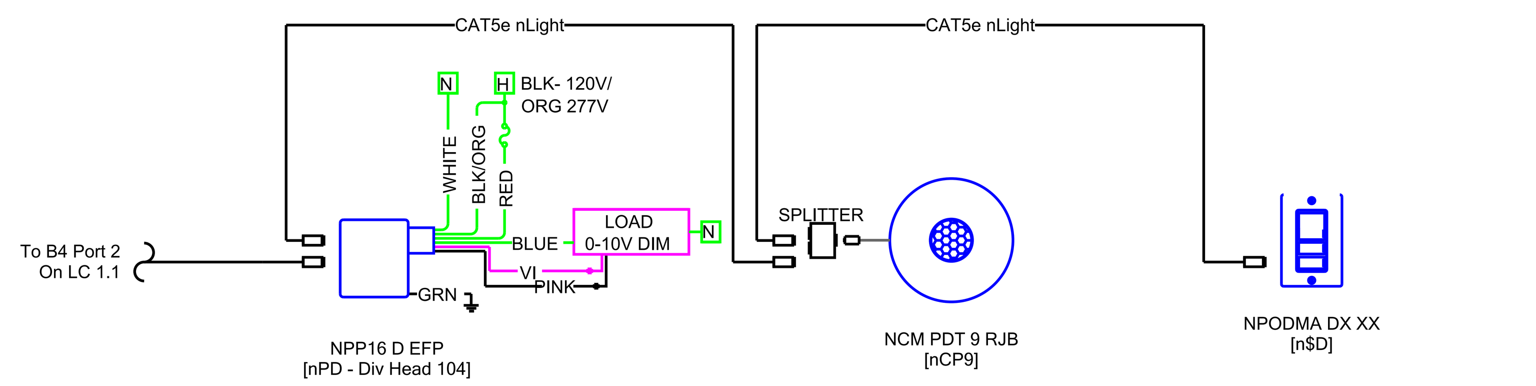
6 B3 Port 5 - Mens RR 120
LC 1.1



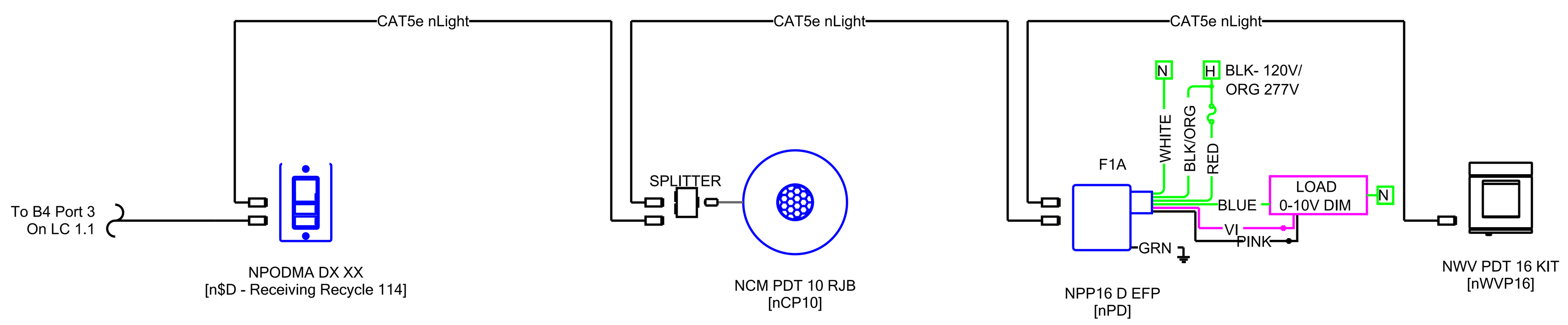
7 B3 Port 6 - Womens RR 121
LC 1.1



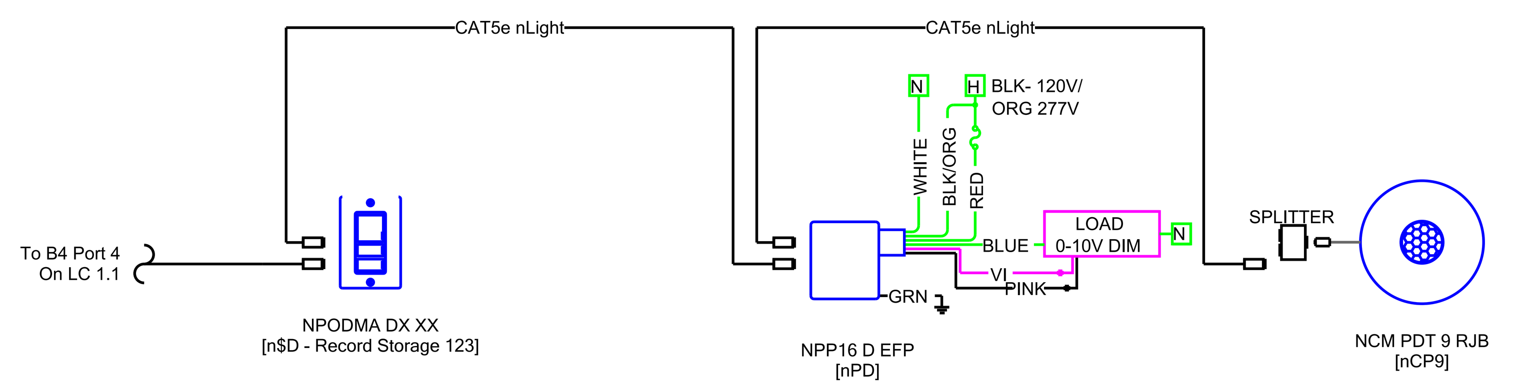
8 B4 Port 1 - Div Head 105
LC 1.1



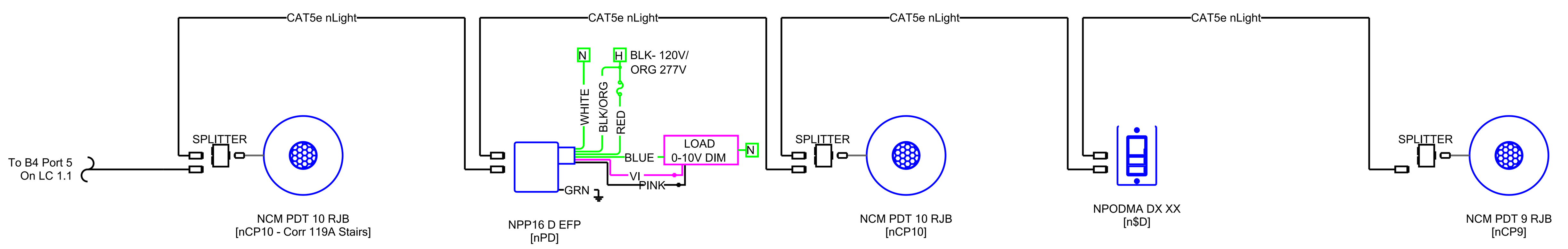
9 B4 Port 2 - Div Head 104
LC 1.1



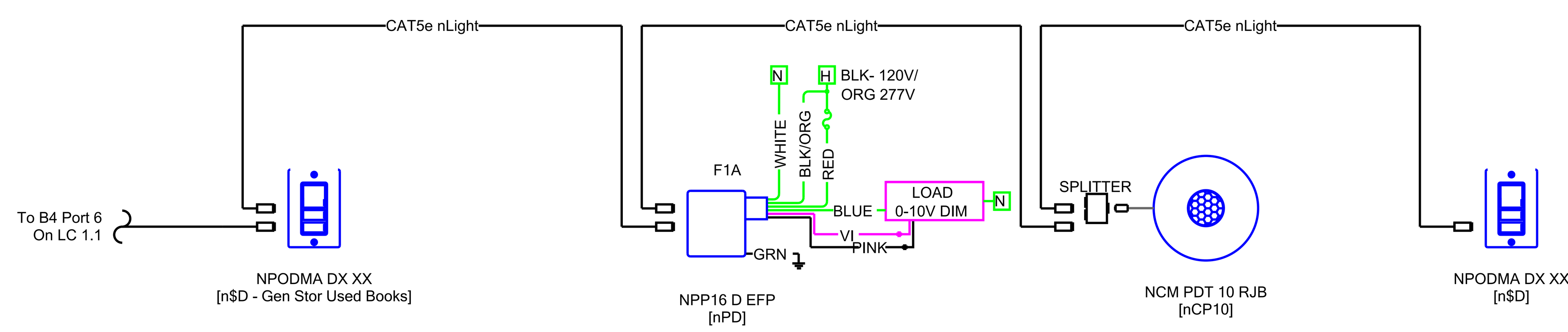
10 B4 Port 3 - Receiving Recycle 114
LC 1.1



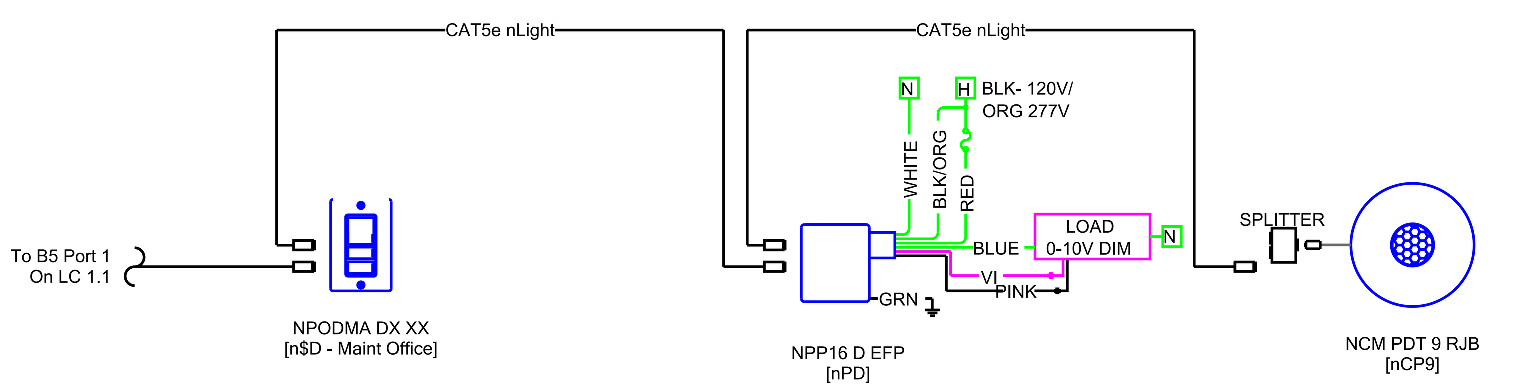
11 B4 Port 4 - Record Storage 123
LC 1.1



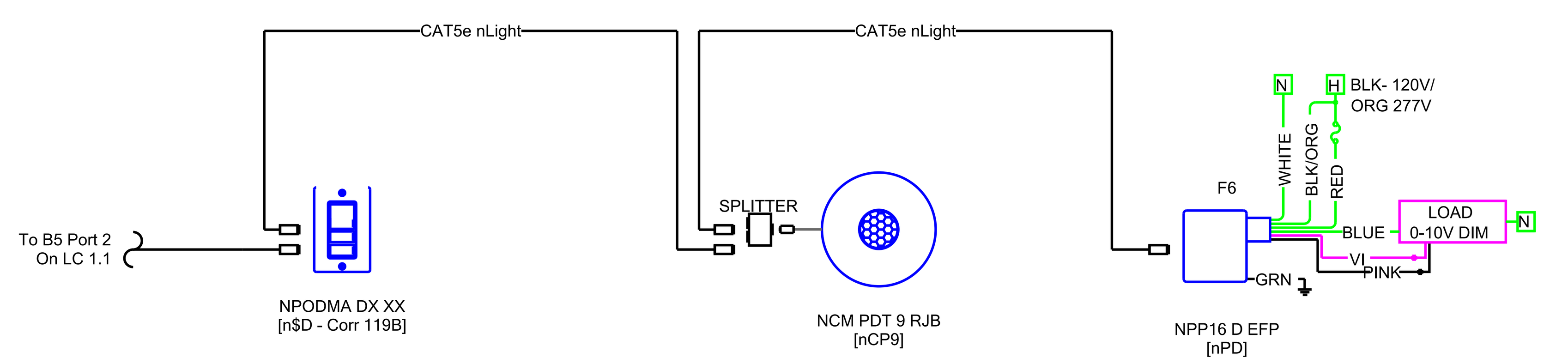
12 B4 Port 5 - Corr 119A Stairs
LC 1.1



13 B4 Port 6 - Gen Stor Used Books
LC 1.1



14 B5 Port 1 - Maint Office
LC 1.1



15 B5 Port 2 - Corr 119B
LC 1.1

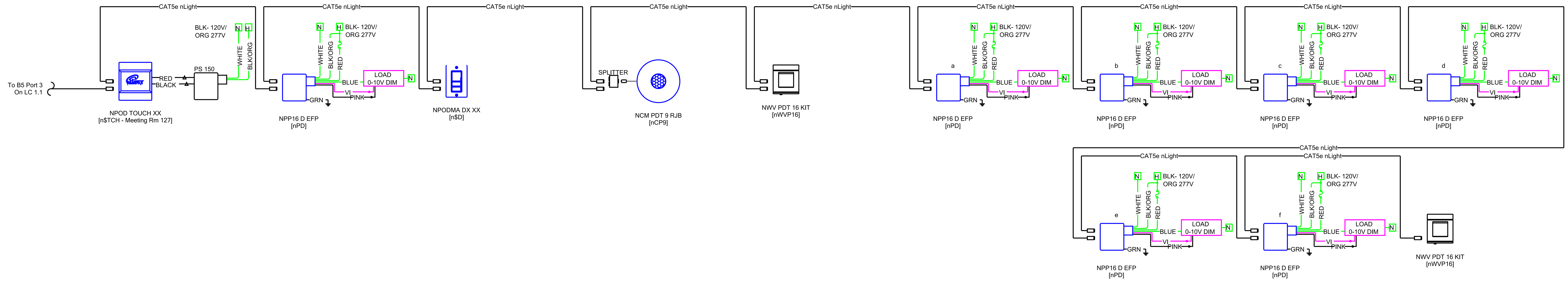
The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

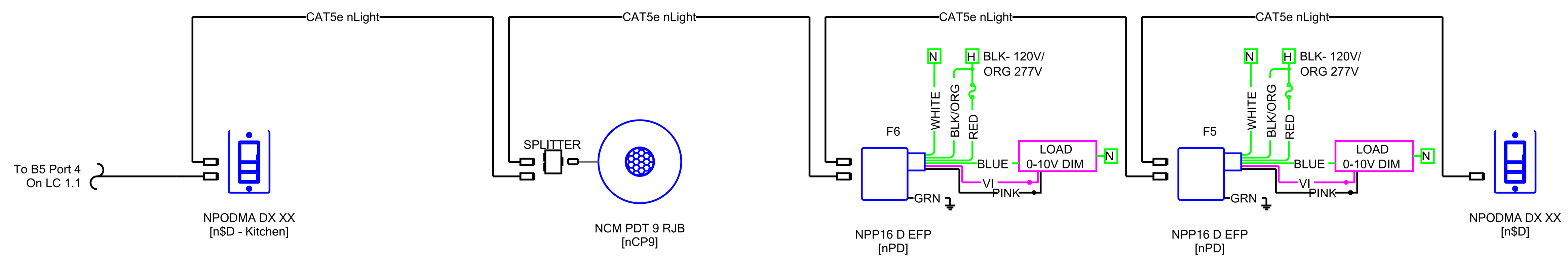
Drawing Type: Riser

Prepared For:

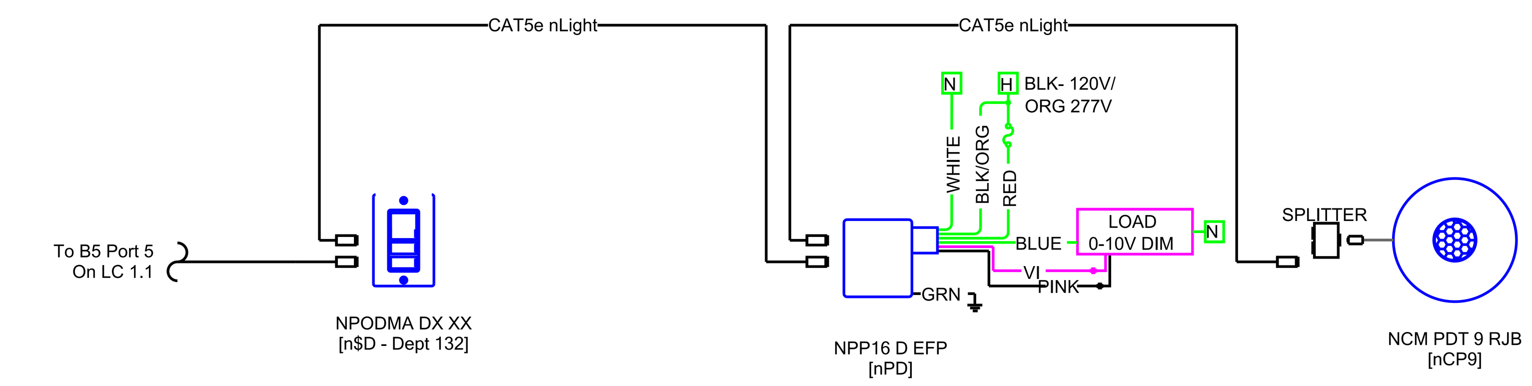
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 3



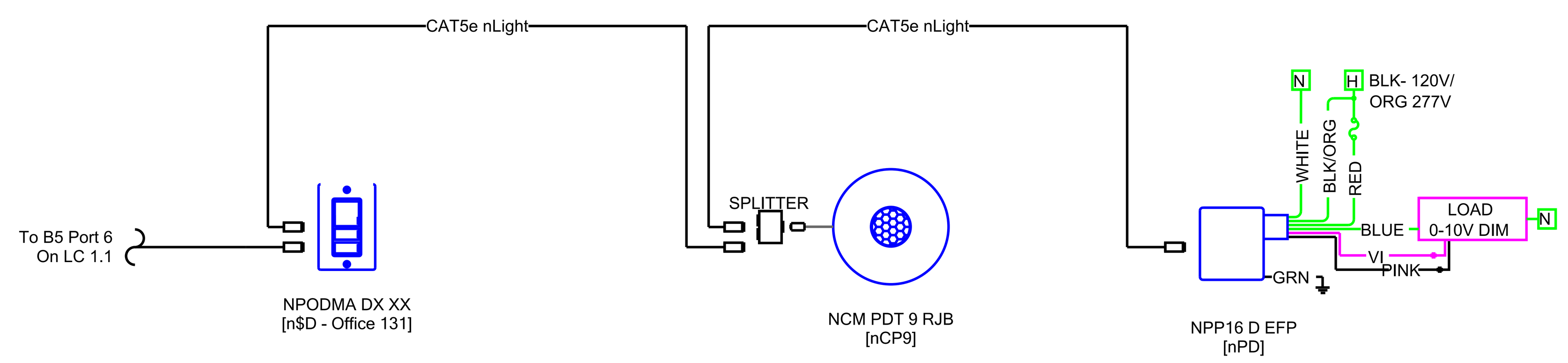
16 B5 Port 3 - Meeting Rm 127
LC 1.1



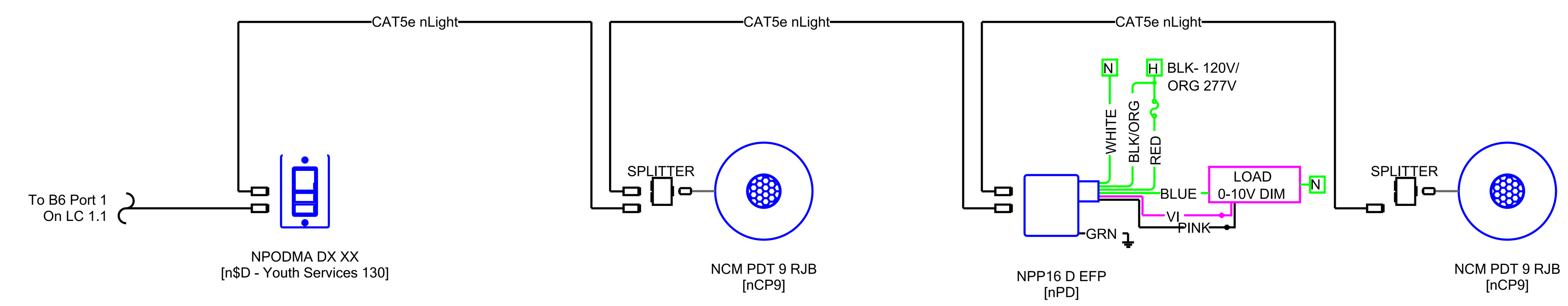
17 B5 Port 4 - Kitchen
LC 1.1



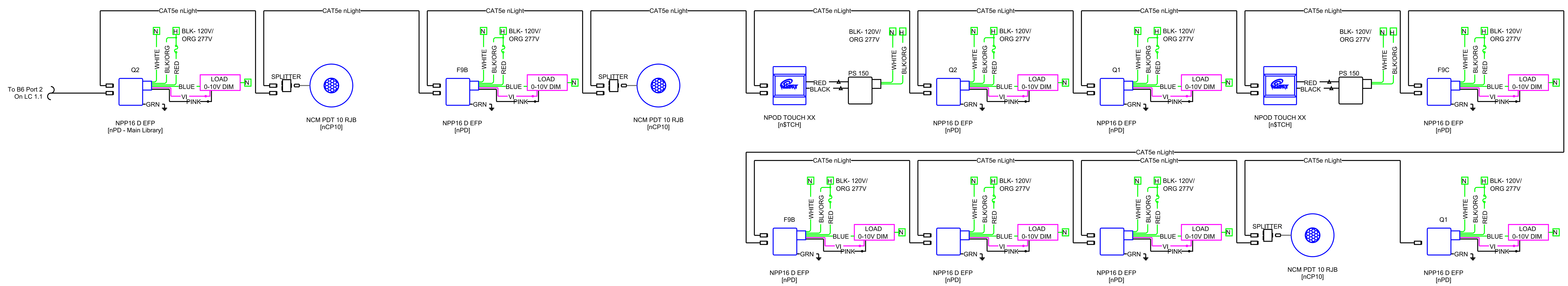
18 B5 Port 5 - Dept 132
LC 1.1



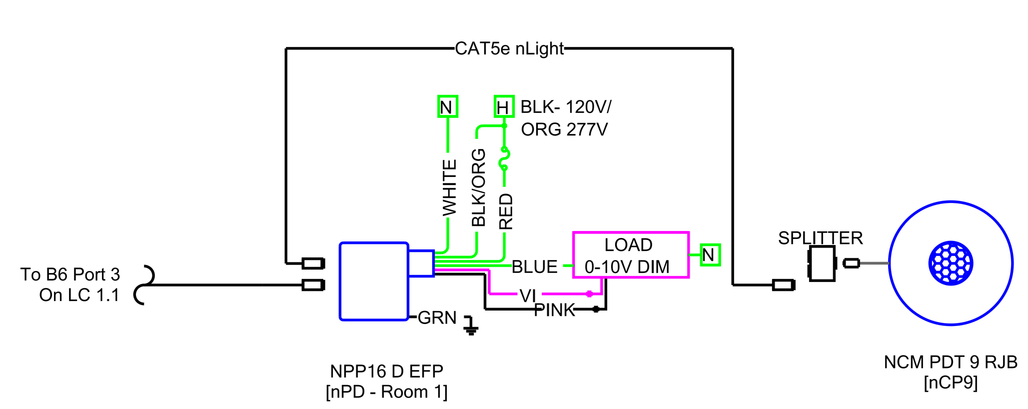
19 B5 Port 6 - Office 131
LC 1.1



20 B6 Port 1 - Youth Services 130
LC 1.1



21 B6 Port 2 - Main Library
LC 1.1



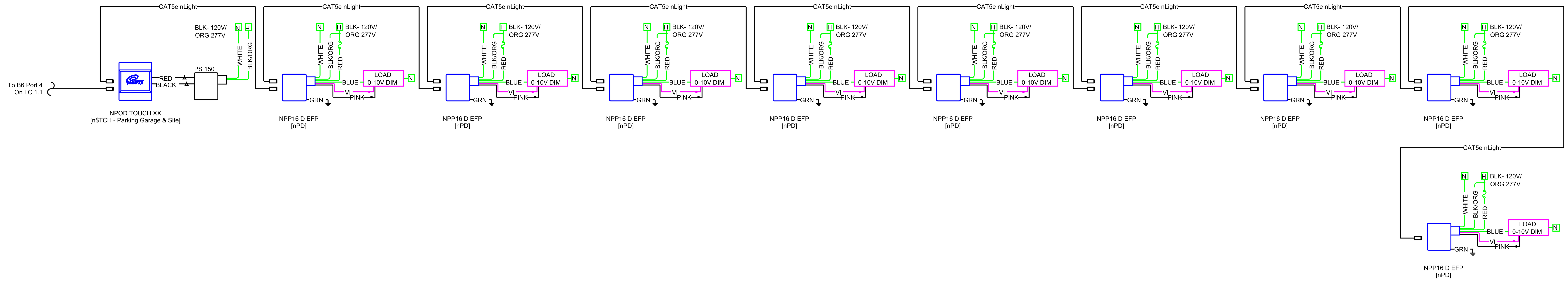
22 B6 Port 3 - Room 1
LC 1.1

The Lighting Agency

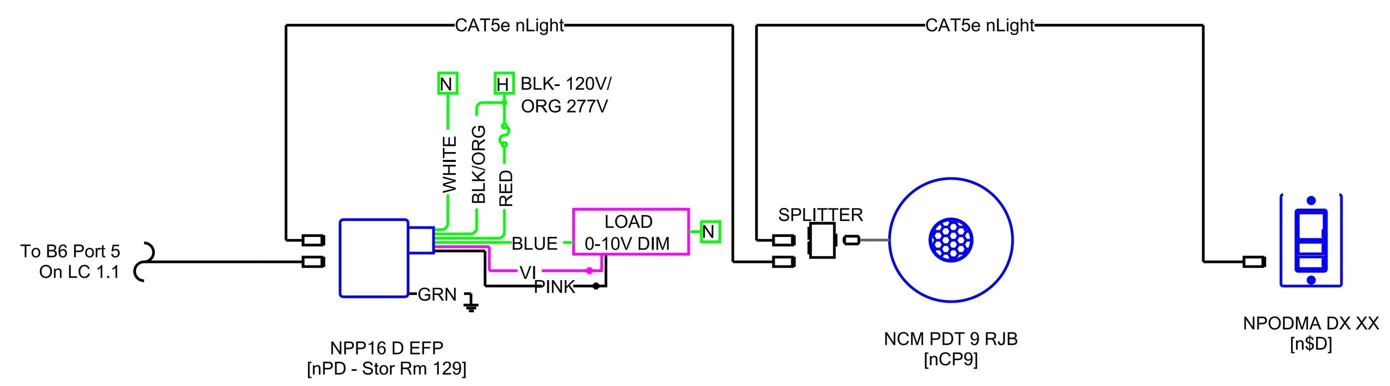
Louisville Public Library
951 Spruce St, Louisville

Drawing Type: Riser
Prepared For:

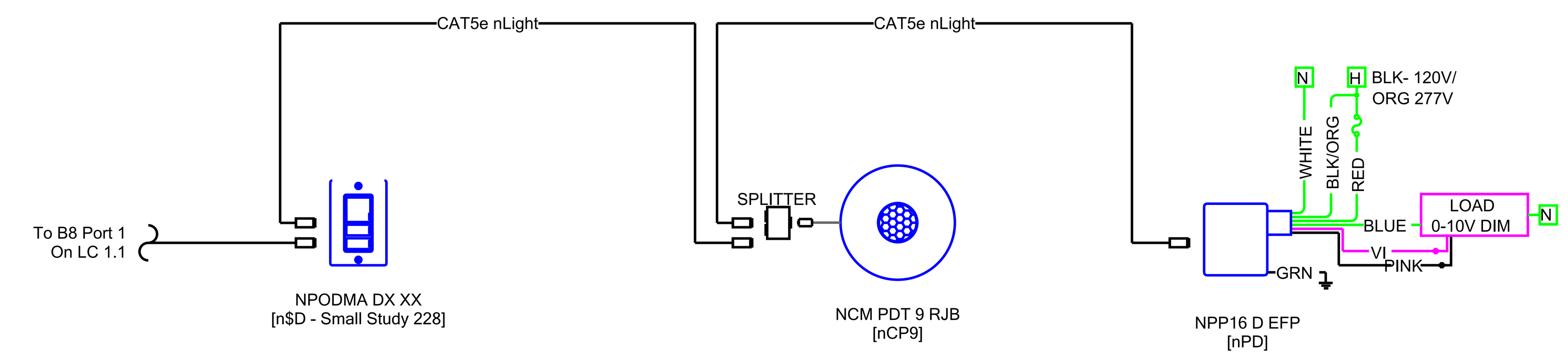
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 4



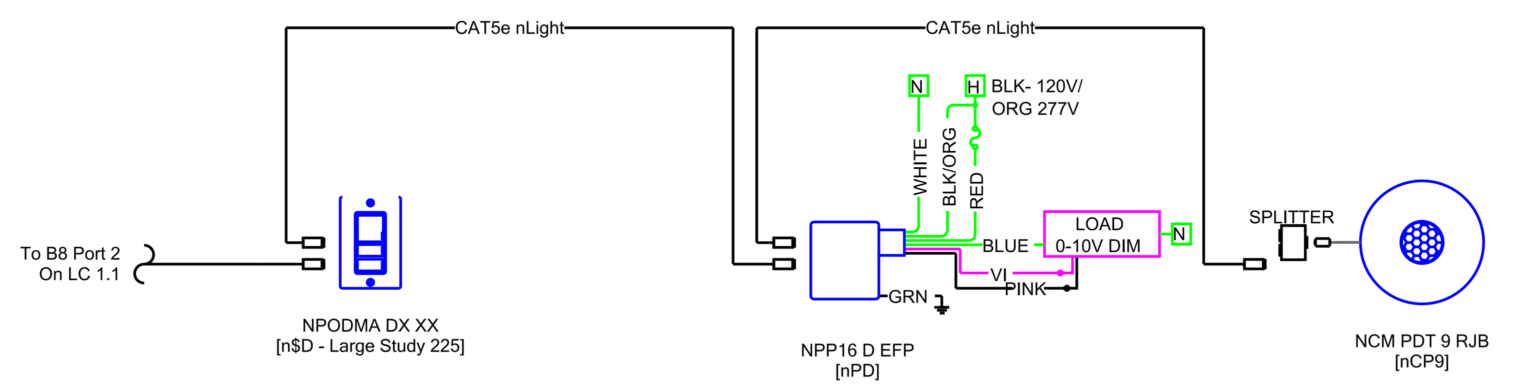
23 B6 Port 4 - Parking Garage & Site
LC 1.1



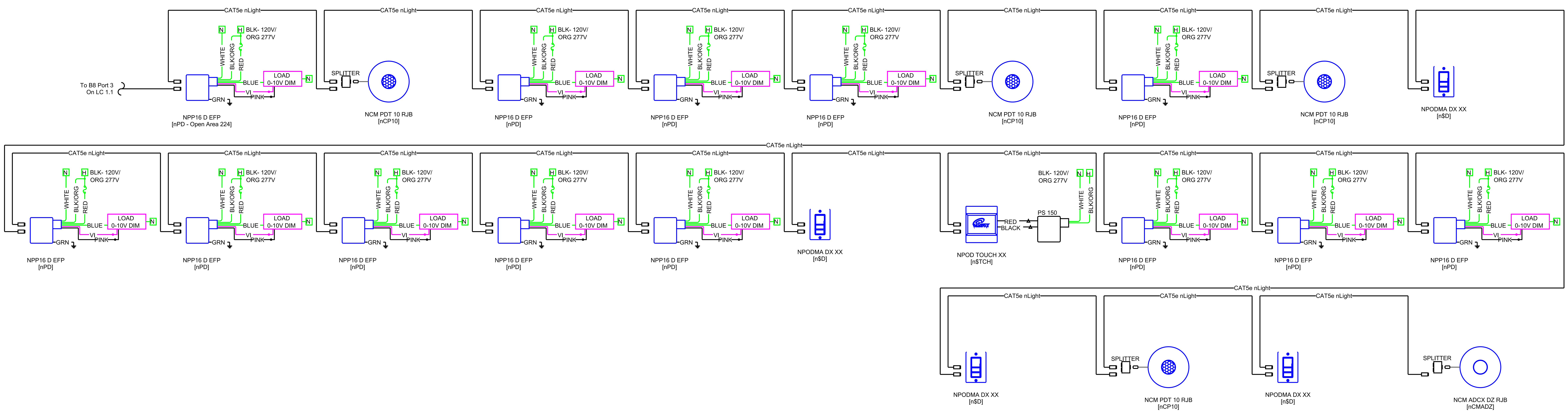
24 B6 Port 5 - Stor Rm 129
LC 1.1



25 B8 Port 1 - Small Study 228
LC 1.2



26 B8 Port 2 - Large Study 225
LC 1.2



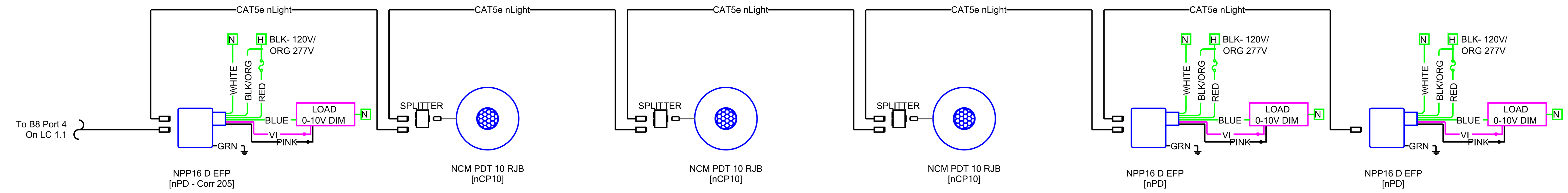
27 B8 Port 3 - Open Area 224
LC 1.2

The Lighting Agency

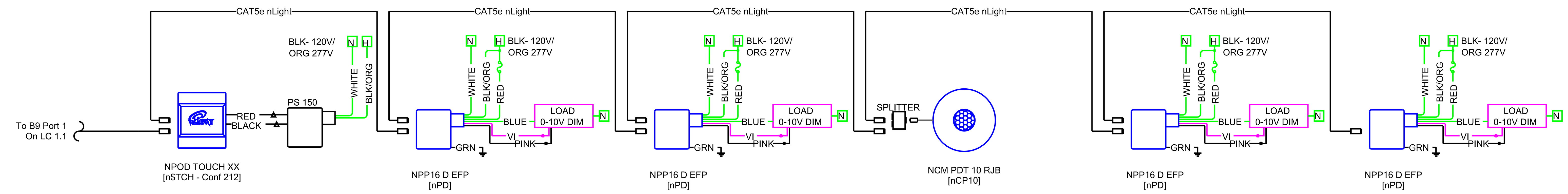
Louisville Public Library
951 Spruce St, Louisville

Drawing Type: Riser
Prepared For:

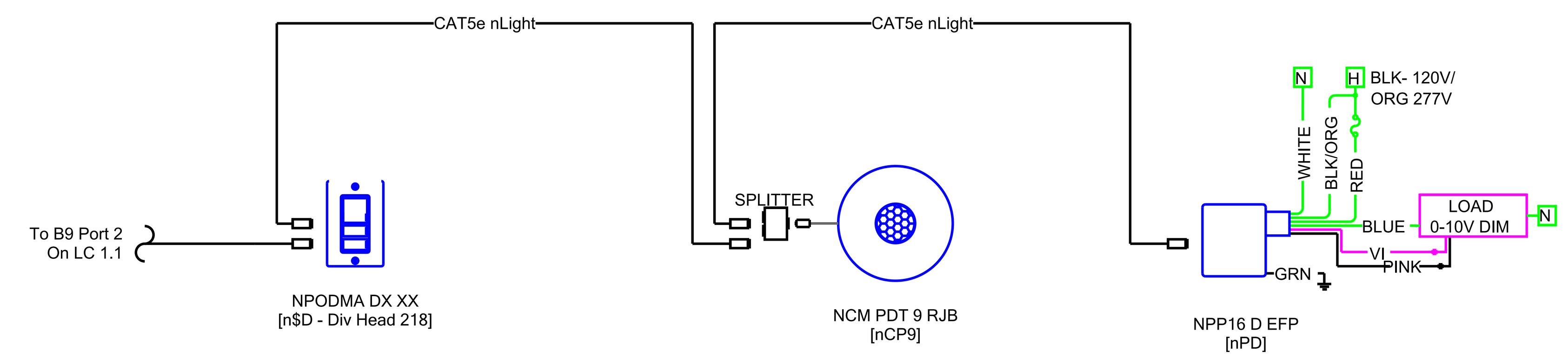
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 5



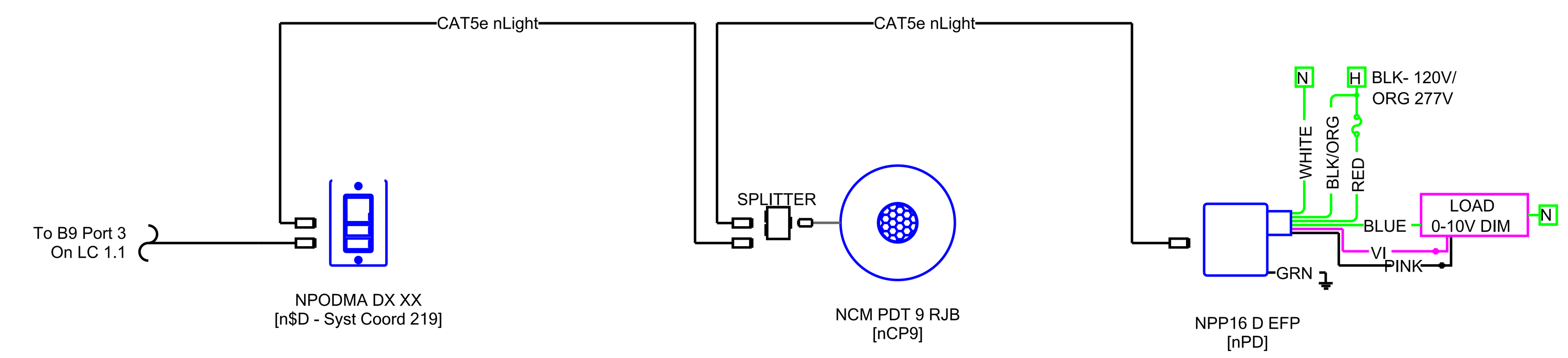
28 B8 Port 4 - Corr 205
LC 1.2



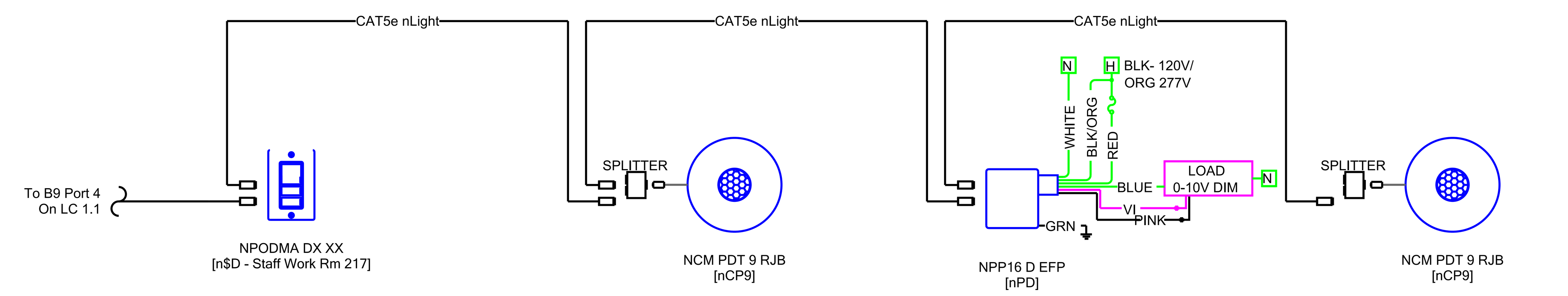
29 B9 Port 1 - Conf 212
LC 1.2



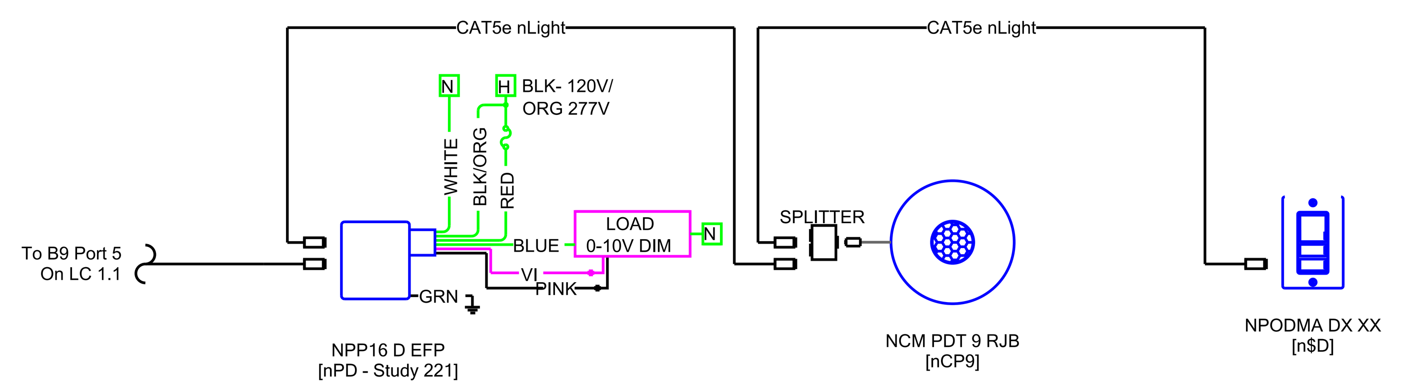
30 B9 Port 2 - Div Head 218
LC 1.2



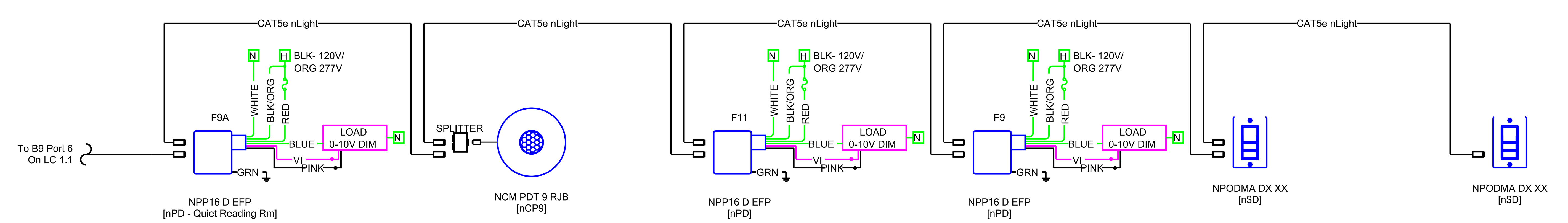
31 B9 Port 3 - Syst Coord 219
LC 1.2



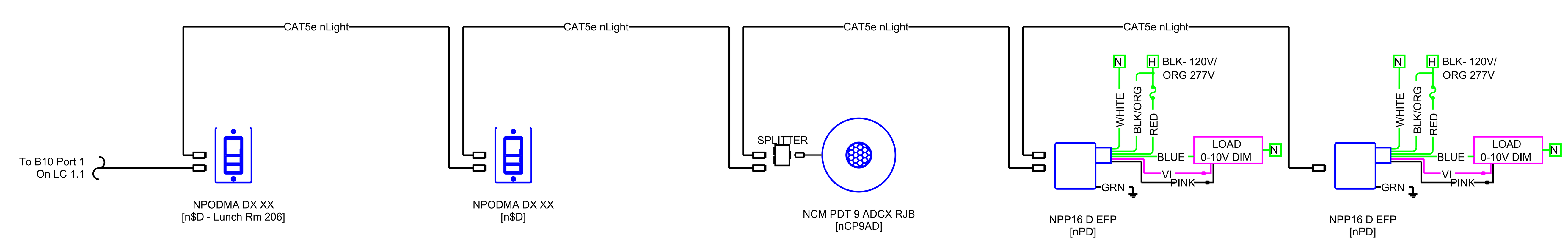
32 B9 Port 4 - Staff Work Rm 217
LC 1.2



33 B9 Port 5 - Study 221
LC 1.2



34 B9 Port 6 - Quiet Reading Rm
LC 1.2



35 B10 Port 1 - Lunch Rm 206
LC 1.2

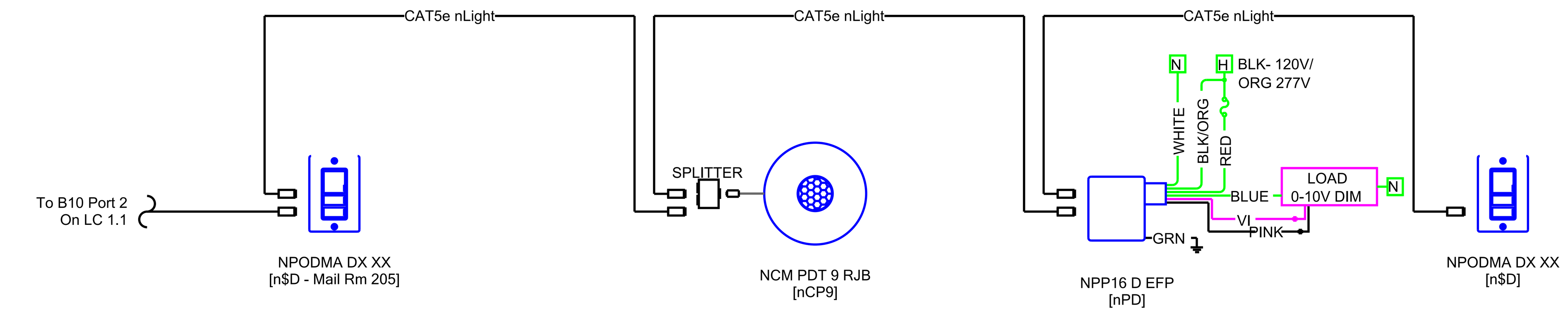
The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

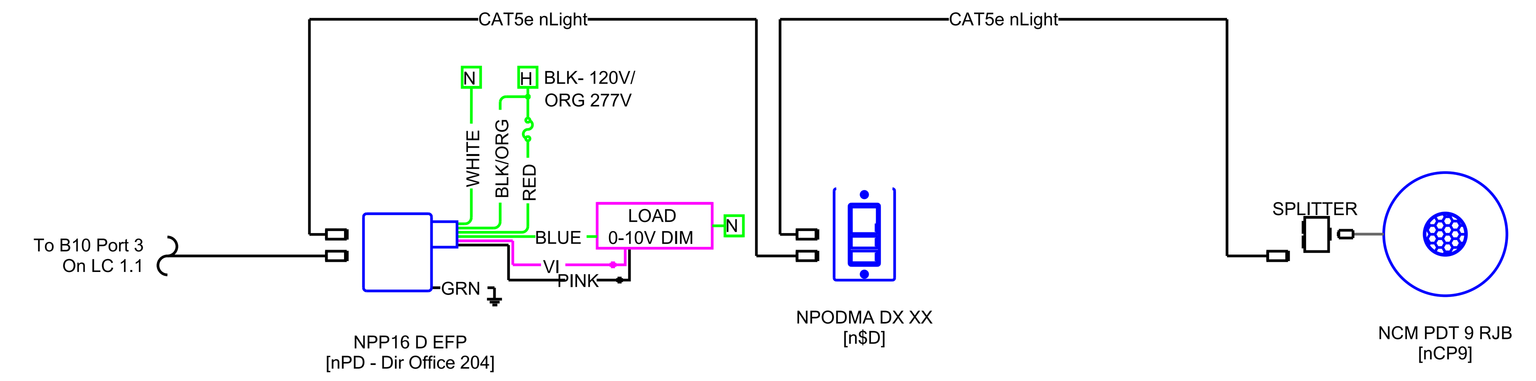
Drawing Type: Riser

Prepared For:

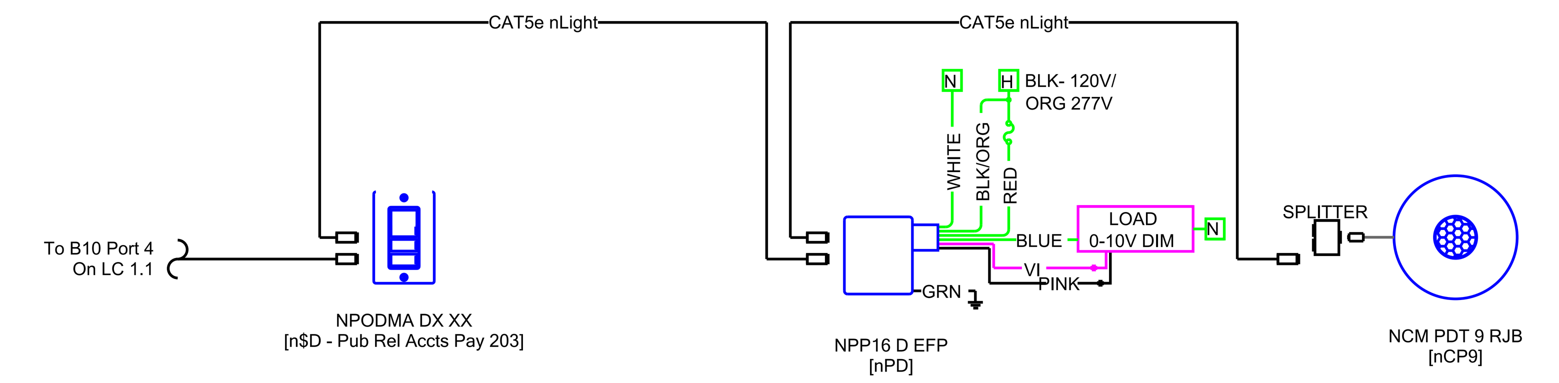
Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 6



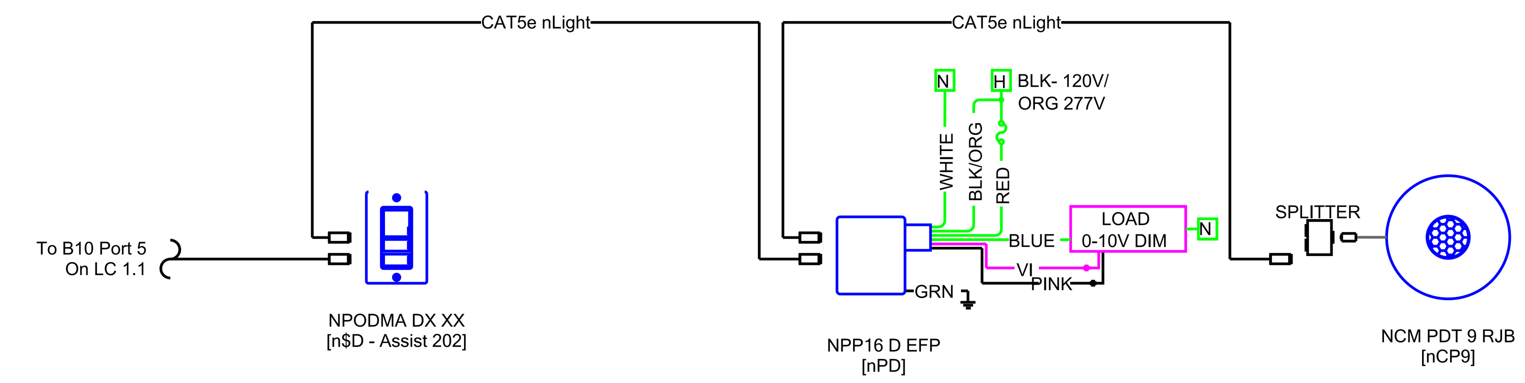
36 B10 Port 2 - Mail Rm 205
LC 1.2



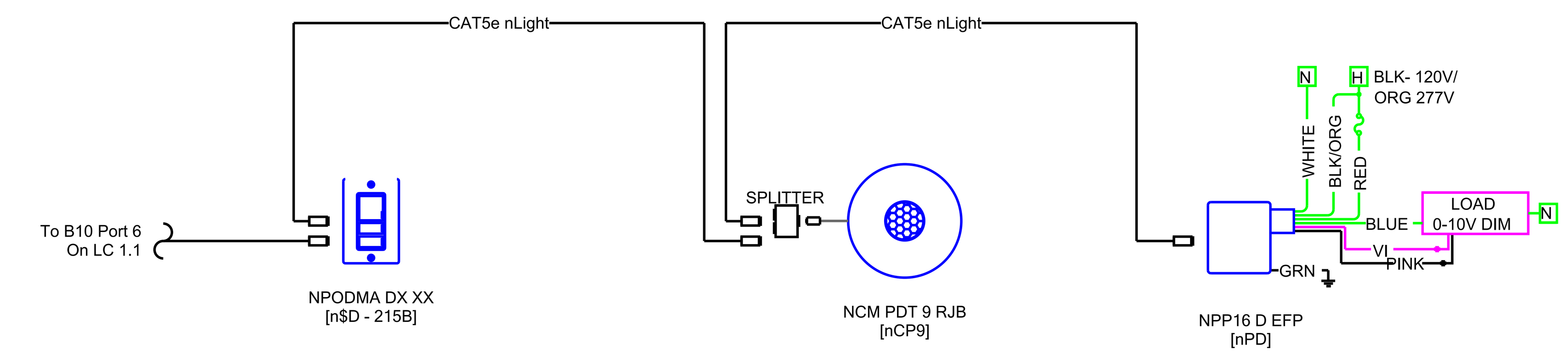
37 B10 Port 3 - Dir Office 204
LC 1.2



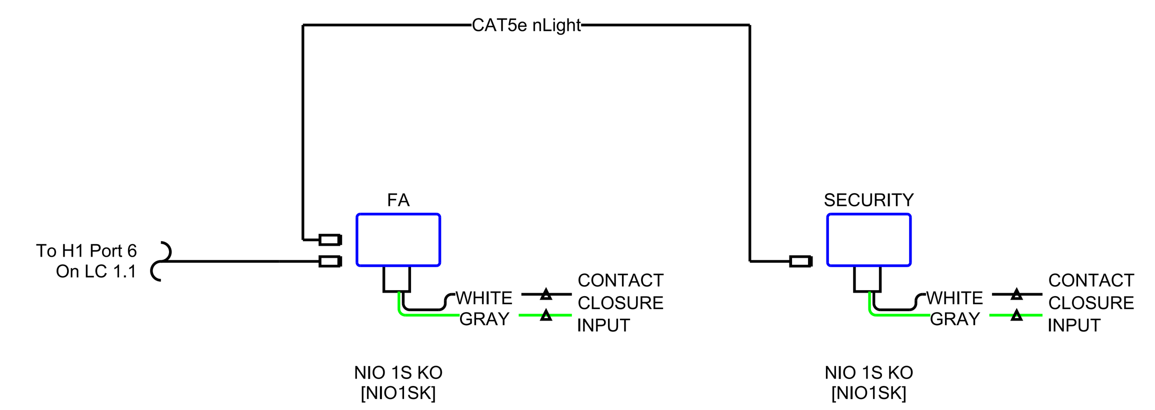
38 B10 Port 4 - Pub Rel Accts Pay 203
LC 1.2



39 B10 Port 5 - Assist 202
LC 1.2



40 B10 Port 6 - 215B
LC 1.2



41 H1 Port 6
LC 1.1

The Lighting Agency

Louisville Public Library
951 Spruce St, Louisville

Drawing Type:
Riser

Prepared For:

Date:	2/26/2024
Scale:	NOT TO SCALE
Drawn By:	CC
Project #:	247999
DWG Ref:	
Sheet:	Riser 7

City of Louisville

2026 - Library Lighting BAS
Bid Tabulation 06/17/2026

Contractor	Bid In Order	Base Lump Sum	Pre-Qualify	nLight AIR w/ existing fixtures Alternate # 1	nLight AIR w/ New fixtures Alternate #2		Total
Loenbro, LLC	YES	$ 144,077.00	YES		$ 263,522.00		$ 144,077.00
Modern Electric	YES	$ 243,249.00	YES	$ 198,586.00	$ 298,757.00		$ 243,249.00

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 8.A.

Subject: Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Lousiville Municipal Code Regarding Inclusionary Housing - 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: July 28, 2026

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

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

Summary:
The purpose of this item is to present targeted updates to the City's Inclusionary Housing Ordinance (IHO) in Chapter 17.76 of the Louisville Municipal Code. The proposed amendments are intended to improve the ordinance's effectiveness and increase the likelihood that affordable housing units are delivered as part of new development. These updates respond to City Council direction and are being advanced in the near term ahead of a more comprehensive development code update scheduled to begin in 2026 that will further evaluate and update the IHO.

Background / Prior Discussions:
The City adopted the IHO in 2021 to address Louisville's housing affordability challenges and align with the Boulder County Regional Housing Partnership goals. Since that time, these challenges have intensified as the gap between housing costs and household incomes has widened. The median home price in Louisville now exceeds $800,000, making homeownership unattainable for approximately 75 percent of local households. In addition, about 40 percent of renter households are housing cost burdened, and rents in Louisville are increasing faster than in Boulder County overall (see Housing Plan, p. 3).

Louisville Housing Plan
City Council adopted the Louisville Housing Plan in May 2024, which documents Louisville's housing affordability challenges and identifies actions to address them. The Housing Plan states three primary goals:

1. Increase Residential Development Opportunities;
2. Expand and Maintain Access to Affordable Housing; and

3. Diversify Louisville’s Housing Stock.

This item implements Housing Plan Action Items 1.2 and 3.3 that call for updates to the Inclusionary Housing Ordinance.

The City has several related initiatives, policies, and partnerships that support updates to the IHO, including:

- **Comprehensive Plan Update (2026):** Adopted in March 2026, the updated plan identifies areas where additional residential development may be appropriate. While future development will require separate review and public hearings, the plan establishes a framework for accommodating residential growth. These IHO updates are intended to better position the City to capture affordable housing opportunities as that growth occurs.
- **City Housing and Community Goals:** The Housing Plan also outlines broader goals related to inclusivity, sustainability, transportation connectivity, and regional housing partnerships (Housing Plan, p. 2).
- **Proposition 123 Commitment:** The City’s 2023 Proposition 123 commitment makes Louisville eligible for State funding to support affordable housing, including a goal of creating 77 new affordable units by the end of 2026 (Resolution 54, Series 2023). Based on current development activity, the City does not anticipate meeting this target; however, Proposition 123 is based on a good faith effort standard that considers progress toward housing production and implementation of supportive policies. The City has taken several actions to advance these goals, including adoption of the Comprehensive Plan update, initiation of a broader development code update, and these proposed IHO updates, and intends to reaffirm its commitment while maintaining eligibility for future funding opportunities.
- **Boulder County Regional Housing Strategy:** The City is a participant in the 2017 Boulder County Regional Housing Strategy, which established a goal that 12 percent of Louisville’s housing stock be permanently affordable by 2035 (Resolution 58, Series 2017). Current estimates indicate that less than 5 percent of the City’s housing stock is deed-restricted affordable.
- **Intergovernmental Agreement (IGA):** The City maintains an IGA with the City of Boulder for administration of the IHO (Resolution 13, Series 2024). Staff anticipate engaging with Boulder to extend this agreement in the near term.

Summary of Existing IHO

Louisville Municipal Code (LMC) Chapter 17.76 requires new residential development to include 12% of its housing units as permanently affordable through a deed restriction. Within this 12 percent requirement, half of the units must be affordable to households earning less than 60 percent AMI and the remainder to households earning less than 80 percent AMI, regardless of unit type.

Developers have other options for IHO compliance with City Council approval besides building the units onsite. They can pay a fee in lieu of the 12%, with the fee codified in the IHO by owner ($9.24 per square feet) or renter ($4.72 per square feet) occupied units. There are also options for offsite construction of affordable housing, land dedication for affordable housing, and alternative agreements.

Most surrounding cities have IHOs including Superior, Lafayette, Boulder, Broomfield, and Longmont (*see Attachment 3, Peer City IHO Summary*). Each of these communities have unique IHOs with different percentages of units, AMI ranges, fee in lieu amounts, and incentives.

Since adoption of the Louisville IHO in 2021, no residential projects have been approved for onsite affordable housing units meeting IHO requirements. The first Planned Unit Development (PUD) approved that was subject to the IHO requirements is the 36-unit East Street Village project at 533 East Street. City Council approved the fee in lieu option for that development in October 2024 and the City is starting to receive the IHO fee in lieu for each unit as building permit applications are submitted.

City Council Discussion February 4, 2025

City Council last discussed potential updates to the Inclusionary Housing Ordinance on February 4, 2025. At that meeting, staff presented a targeted framework to improve the ordinance and implement recommendations from the Louisville Housing Plan, including updates to the fee-in-lieu, expanded AMI eligibility ranges, and a package of incentives for projects that provide affordable housing.

City Council provided the following direction, which forms the basis for the proposed ordinance amendments:

- AMI Eligibility**:** Update the AMI ranges for households eligible under the Inclusionary Housing Ordinance as presented.
- Onsite Affordable Housing Incentives**:** Focus incentives for projects that provide affordable units onsite, including increases in allowable density and building height, reductions in required parking, and reductions in applicable development fees.
- Excluded Incentives**:** Do not include incentives related to reductions in required public land dedication under LMC Section 16.16.060 or additional flexibility in meeting energy code requirements.
- Fee in Lieu**:** Update the fee-in-lieu to reflect current local market conditions using the City’s existing methodology, while evaluating impacts on development economics and overall project affordability.

Planning Commission Public Hearing

On May 15, 2026, the Planning Commission unanimously recommended approval of the proposed ordinance with no conditions. During its discussion, the Planning Commission expressed support for providing greater administrative flexibility to periodically update the fee-in-lieu amounts without requiring a future ordinance amendment. Staff agree with this recommendation and have incorporated corresponding revisions into the proposed ordinance.

The Planning Commission did not consider the proposed building height incentive, which has been added by staff for City Council consideration. The rationale for this proposed incentive is discussed in the Analysis section below.

Fee Analysis Update Since Planning Commission.
Following the Planning Commission public hearing, staff updated the fee-in-lieu analysis using the most recent available market data, including updated HUD Area Median Income (AMI) limits, residential sales prices, rental rates, and other market inputs used in the City's adopted fee methodology. These updates refine the calculated fee amounts but do not modify the underlying methodology or policy framework considered by the Planning Commission.

Public Comments
No public comments have been received on the current ordinance as of the date of this staff report. Staff did receive one public comment on an earlier draft of the ordinance that was publicly released in February 2025 before that item was subsequently withdrawn (see Attachment 5).

Development Proposal:
The proposed ordinance updates the City's Inclusionary Housing Ordinance (IHO) in Chapter 17.76 and implements recommendations from the Louisville Housing Plan by updating income eligibility, introducing new development incentives, and recalibrating fees to better support the production of affordable housing. The table below provides the specific components of the ordinance included in Attachment 2.

Table 2: Summary of Proposed Changes to Inclusionary Housing Ordinance

Category	**Existing Regulations**	**Proposed Regulations**
Area Median Income (AMI) Requirements	12% of units required to be affordable, with 50% of those units at ≤60% AMI and 50% at ≤80% AMI, regardless of tenure	12% of rental units at ≤80% AMI and 12% of for-sale units at between 80-120% AMI, distinguishing between rental and ownership housing.
Residential Density Incentives	None	Allow up to a 20% density bonus for projects that provide onsite affordable housing. Projects that provide 100% onsite affordable rental housing (all units ≤80% AMI, averaging ≤60% AMI) may be

		eligible for up to a 30% density bonus.
Building Height Incentive	None	City Council may approve up to one additional story or 15 feet (whichever is less) for projects providing onsite affordable housing, subject to consistency with adopted plans and policies.
Development Fee Waivers	None	Waive zoning-related development review fees (e.g., rezoning, PUD, subdivision) for projects providing onsite affordable housing.
Parking Requirements	2 spaces per unit [1]	Eliminate minimum parking requirements for all residential units (market-rate and affordable) within projects that provide onsite affordable housing.
Fee in Lieu of Onsite Affordable Housing Units	$9.24/SF for market-rate ownership units; $4.72/SF for market-rate rental units	Maintain existing methodology and update inputs to reflect current market conditions: $19.08/SF for ownership units and $4.73/SF for rental units.

[1] Parking is currently not required for multifamily development with >50% affordable housing in accordance with HB 24-1304 and City Council Ord. 1897, Series 2025.

Analysis:
The following analysis evaluates the primary elements of the proposed Inclusionary Housing Ordinance (IHO) updates and how they are intended to improve development feasibility and affordable housing outcomes. Each subsection addresses a key component of the ordinance, including affordability targets, development incentives, and the fee-in-lieu option.

Area Median Income (AMI) Updates
The Louisville Housing Plan identifies a growing disparity between housing costs and household incomes. As shown in Exhibit 20, a household would need to earn approximately 145 percent of Boulder County AMI to afford the median home price in Louisville, while rents have increased by approximately 60 percent over the past decade.

Under these conditions, the current IHO creates a significant “affordability gap”—the difference between what the market can support in rents or sale prices and the lower, restricted prices required for affordable units. This gap must be absorbed within the project, directly affecting development feasibility.

The larger this gap, the more difficult it is for a project to “pencil,” as developers must offset the difference through other means such as design changes, reduced land costs, or lower returns. Under the existing ordinance, this gap is particularly challenging for ownership units at lower AMI levels.

The proposed AMI updates address this issue by better aligning affordability requirements with both market conditions and the economics of different housing types. The ordinance would require:

- 12 percent of rental units at 80 percent AMI, and
- 12 percent of for-sale units at 80–120 percent AMI

This approach ties affordability requirements to tenure, recognizing that rental and ownership housing serve different income levels and operate under different financial constraints. Rental housing is generally better suited to serve lower-income households, while ownership housing is more feasible at moderate income levels. However, units at 60 percent AMI are often not feasible to deliver without subsidy.

Setting rental units at 80 percent AMI reflects a balance between serving demonstrated housing needs and maintaining project feasibility, as it reduces the affordability gap that must be absorbed by the project. This approach also aligns with current affordable housing funding structures, where traditional Low-Income Housing Tax Credit (LIHTC) programs typically target households at or below 60 percent AMI, while income-averaging provisions allow units up to 80 percent AMI, provided the overall project averages 60 percent AMI or below.

Overall, these changes reduce the financial burden imposed by the ordinance while increasing the likelihood that affordable units are actually delivered as part of new development.

Exhibit 20: Financially Attainable Housing by Median Family Income (MFI) for a Family of Four, Boulder Metro Area, 2023[7]

Source: US Department of Housing and Urban Development, Boulder Metro Area, 2023

Source: Louisville Housing Plan, page 21

<u>Residential Density Incentive</u>

The proposed ordinance allows a 20 percent increase in the maximum residential density for projects that provide onsite affordable housing that meets the IHO requirements. This density bonus applies to the total number of units permitted on a site, rather than only to market-rate units. The proposal also includes a corresponding increase in allowable lot coverage of up to 20 percent for projects that provide onsite affordable housing, which provides additional flexibility to accommodate increased density within site design constraints.

Under this approach, the density bonus is applied first to establish a new maximum unit count, and the Inclusionary Housing Ordinance (IHO) requirement is then applied to that total. This results in an increase in both the number of market-rate units and the number of affordable units.

For example, if a site is permitted 100 units under current zoning:

- The 20 percent density bonus increases the total allowable units to 120 units
- The IHO requirement (12 percent) is then applied to the 120 units
- This results in approximately 14 affordable units and 105 market-rate units

The net effect is to increase both total housing supply and the number of affordable units, while also improving project feasibility. By allowing additional units, the density bonus increases overall project revenue, which helps offset the cost of providing affordable housing. This approach is consistent with the Louisville Housing Plan (Action Item 1.2), which identifies density bonuses as a key strategy to support onsite affordable housing production, while maintaining the ordinance’s affordability goals.

In addition to the base density incentive, the proposed ordinance includes an enhanced density bonus for projects that provide 100 percent onsite affordable rental housing. These projects may receive up to a 30 percent increase in total allowable density, provided all units are affordable to households earning no more than 80 percent AMI and the average affordability across all units does not exceed 60 percent AMI. This structure is intended to align with common income-averaging approaches and support projects dedicated entirely to long-term affordability.

Importantly, the density bonus does not override other development standards or review processes. Projects must still comply with applicable zoning, design standards, and infrastructure requirements, and are subject to site-specific review to address potential impacts related to compatibility, access, and public services.

<u>Building Height Increase Incentive</u>

The proposed ordinance would allow a limited building height incentive for projects that provide onsite affordable housing, subject to geographic limitations. Specifically, City Council may approve an increase of up to one additional story or 15 feet, whichever is less, where the project includes the required onsite affordable housing units and the increase is found to be consistent with the City's adopted plans and policies, including the Comprehensive Plan. The incentive would not apply within the Old Town Overlay District or the Downtown Louisville Core Area.

This incentive was not included in the ordinance reviewed by the Planning Commission. Following recent City Council discussions regarding affordable housing and building height, staff determined that it would be appropriate to include this incentive for City Council's consideration as part of the proposed ordinance.

Additional building height can improve the feasibility of affordable housing projects by allowing development to occur vertically rather than expanding building footprints. This added flexibility can make it easier to accommodate open space, landscaping, stormwater facilities, parking, and internal circulation while improving overall site design. Although the incentive may allow additional dwelling units in some circumstances, staff expects its primary benefit to be increased design flexibility and improved project feasibility.

Importantly, the proposed ordinance does not create an automatic entitlement to additional building height. Rather, it preserves City Council's discretion to evaluate each request on a case-by-case basis and approve a height increase only where it is determined to be appropriate and consistent with the City's adopted plans and policies. Staff believes this approach appropriately balances the goal of encouraging affordable housing with the need to ensure compatibility with surrounding development.

The height incentive would apply only to buildings that include units that meet the inclusionary housing ordinance definition of affordable. Existing contextual standards, including overlay districts and adopted design guidelines, would continue to govern building form, massing, and compatibility.

Below are some of the specific areas where building height increases could apply:

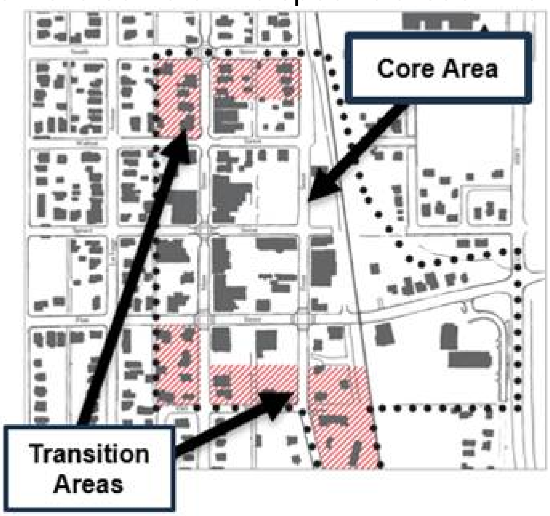


Figure 1: Downtown Design Handbook Transition Areas (shown in red cross hatching)

- *Downtown Louisville (Community Commercial – CC Zone District):* The incentive could apply within the Downtown Design Handbook Transition Areas (shown in red cross-hatching in Figure 1), where the current maximum height is two stories. Projects providing onsite affordable housing could be considered for an increase to three stories. **The incentive would not apply within the Downtown Core Area**.
- *Residential Medium (RM) Zone District (Outside Old Town):* The RM zone district is concentrated along South Boulder Road near Via Appia and in smaller areas reflecting existing multifamily or attached residential development. These areas currently allow buildings up to 35 feet (approximately three stories). With the proposed incentive, buildings containing affordable housing could reach up to 50 feet, accommodating a four-story building.
- *Mixed Use Residential (MU-R) Zone District:* In MU-R areas, including Downtown East Louisville (DELO), multifamily residential is allowed by right with a current maximum height of 45 feet or three stories. The proposed incentive would allow buildings containing affordable housing to reach up to 60 feet or four stories. The DELO area is outside of the area defined as Downtown Louisville.

- *Planned Unit Developments (PUDs) and General Development Plans (GDPs):* Many PUDs and GDPs establish site-specific height limits throughout Louisville, including larger commercial and mixed-use areas such as portions of the McCaslin Boulevard corridor. Under the proposed ordinance, City Council may consider an increase of up to one additional story for qualifying projects that provide onsite affordable housing, subject to consistency with the City's adopted plans and policies and all other applicable development standards and approvals.

Parking Reduction

The proposed ordinance would eliminate minimum parking requirements for residential projects that provide onsite affordable housing that meets the IHO requirements. This applies to all residential units within the project, including both market-rate and affordable units.

Current regulations require two parking spaces per dwelling unit. The Housing Plan identifies parking reductions as one of the most effective tools for improving development feasibility, as parking—particularly structured parking—is a significant cost driver.

The City has also recently adopted targeted parking reductions in response to State legislation (HB 24-1304), which eliminates parking requirements for certain affordable housing projects in transit areas. The proposed ordinance builds on this by providing broader flexibility for all projects that include onsite affordable housing.

In practice, most projects are still expected to provide parking to meet market demand. Eliminating minimum requirements does not eliminate parking, but instead allows developers to determine appropriate parking levels based on project context and feasibility.

Eliminating minimum parking requirements does not exempt projects from review of site-specific impacts. Proposed developments will continue to be evaluated through the City’s development review process for issues such as site access, internal circulation, emergency access, and potential impacts on surrounding streets and neighborhoods.

Parking regulations will also be further evaluated as part of the comprehensive development code update beginning in 2026.

Fee in Lieu Updates

The proposed update recalibrates the fee-in-lieu to reflect current market conditions while maintaining the City’s existing methodology. The update incorporates the most recent available market data, including HUD Area Median Income (AMI) limits, residential sales prices, rental rates, financing assumptions, and other market factors used in the adopted fee methodology. A more comprehensive review of the fee structure is anticipated as part of the broader development code update.

While the proposed ordinance increases the onsite rental affordability requirement to 80 percent AMI to improve project feasibility, staff recommend maintaining the rental fee-in-lieu methodology calibrated to 60 percent AMI. Staff believe this approach better supports the ordinance's overall objective of encouraging construction of onsite affordable housing by maintaining a stronger incentive to provide affordable units rather than pay the fee in lieu. It also continues to align the fee structure with the City's broader affordable housing objectives for lower-income households.

While the updated fee represents an increase, it is not borne in a single way or passed directly to tenants or buyers. Instead, it becomes one of several factors influencing project feasibility.
Because rents and sale prices are constrained by the market, developers cannot fully pass these costs through. Instead, they are typically absorbed through a combination of:

- **Value Engineering** – Adjustments to reduce construction costs, such as smaller units, simpler designs, or fewer amenities.
- **Land Value Adjustments** – Lower land prices over time as regulatory costs are factored into acquisition.
- **Reduced Profit Margins** – Developers may accept lower returns, within financing limits.
- **Simplified Operations** – Projects may reduce ongoing costs, such as amenities or services, to offset higher upfront costs.
- **Partial Cost Pass-Through** – A limited portion of costs may be reflected in rents or sale prices, constrained by market conditions.

This framework reflects how inclusionary housing requirements function in practice: costs are distributed across multiple components of a project rather than borne by a single party.

Table 1: Fee in Lieu Amount Estimates Scenarios

Residential Development Scenario	**Total Fee in Lieu Estimate with Recommended Updates**	
	Current	**Proposed**
40 Rental Units, Median Unit Size 1,000 Square Feet	$188,800 Total, $4,720/unit	$189,200 Total, $4,730/unit

40 For Sale Units, Median Unit Size 2,200 Square Feet	$813,120 Total, $20,328/unit	$1,679,040 Total, $41,976/unit

Consistent with comments from the Planning Commission, staff have also proposed revisions to allow the City Manager to annually update the fee-in-lieu administratively using the City Council-adopted methodology and current market data. This approach keeps the fee calibrated to changing market conditions without requiring future ordinance amendments, while preserving City Council's authority over the underlying methodology.

Consistency with Comprehensive Plan and Housing Plan

The proposed Inclusionary Housing Ordinance updates are consistent with the City's Comprehensive Plan, including:

- Goal LU 1 – Increase Residential Development Opportunities (Strategy LU 1.5)
- Goal LU 2 – Expand and Maintain Access to Affordable Housing (Strategies LU 2.3, LU 2.4, LU 2.5, LU 2.6, and LU 2.7)
- Goal LU 3 – Diversify Louisville's Housing Stock (Strategy LU 3.3)

The proposal is also consistent with the Louisville Housing Plan, including Goal 2 – Expand and Maintain Access to Affordable Housing.

The proposed ordinance supports adopted policies by improving the effectiveness of the City's inclusionary housing requirements, improving alignment with current market conditions, and incorporating targeted incentives to increase the feasibility of residential development. The proposal is intended to expand housing opportunities across a range of income levels while increasing the likelihood that affordable units are delivered as part of new development. The proposed ordinance advances the City's goals of increasing housing supply, improving access to affordable housing, and supporting mixed-income communities.

Council Work Plan:

This item implements the 2026 City Council Work Plan items to continue implementation of the Louisville Housing Plan and update the Inclusionary Housing Ordinance.

Fiscal Impact:

The proposed ordinance is anticipated to have mixed fiscal impacts. Updated fee-in-lieu amounts would increase revenue available to support affordable housing programs and projects when developers elect that compliance option, while proposed fee waivers for projects providing onsite affordable housing could reduce limited development review fee revenue on a project-specific basis. On balance, staff anticipate these impacts would be relatively modest and are intended to support the broader policy goal of improving the feasibility and likelihood of affordable housing production, while potentially contributing to additional residential investment and housing supply over time.

Alternatives:

1. Approve the proposed ordinance as presented.
2. Approve the proposed ordinance with modifications or additional conditions.
3. Defer consideration of the proposed ordinance and instead evaluate potential Inclusionary Housing Ordinance updates comprehensively through the broader development code update process beginning in 2026.
4. Deny the proposed ordinance.

Recommendation:
Approve Ordinance No. 1936, Series 2026, and set the public hearing.

Attachments:
1. Ordinance No. 1936, Series 2026
2. IHO PC Reso 3 Signed
3. IHO Peer City Research
4. IHO Updated Fee Analysis 7.22.26
5. Public Comment
6. CC Presentation - IHO 7.28.26 1st

ORDINANCE NO. 1936
SERIES 2026

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE REGARDING INCLUSIONARY HOUSING

WHEREAS, the City of Louisville (the “City”), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the “City Charter”); and

WHEREAS, the Colorado Supreme Court has recognized that both the State of Colorado and municipal governments have a significant interest in maintaining the quality and quantity of affordable housing throughout the state; and

WHEREAS, Colorado statutes require municipalities to include within their comprehensive plans provisions that will promote affordable housing; and

WHEREAS, the City Council finds the provisions of this ordinance address the following housing policies of the City’s Comprehensive Plan:

Goal LU 1 . Increase Residential Development Opportunities

Strategy 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.

Goal LU 2 . Expand and Maintain Access to Affordable Housing

Strategy LU 2.3. Review and update the City’s inclusionary housing requirements to continue to meet community housing goals and reflect current market conditions.

Strategy LU 2.4. Identify and pursue funding and incentive opportunities, including grants, fee reductions, or density bonuses to encourage affordable housing development and preservation.

Strategy LU 2.5. Evaluate potential impacts of new and existing City rules or policies (such as building codes, development standards, and fee structures) on housing affordability before adoption to avoid unintended cost increases.

Strategy 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.

Strategy 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

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.

WHEREAS, by Resolution No. 58, Series 2017, adopted on November 6, 2018, the City endorsed the Boulder County Regional Housing Partnership, which recommends a goal of ensuring twelve percent (12%) of the housing inventory will be permanently affordable to low-, moderate-, and middle-income households by 2035; and

WHEREAS, the City Council finds a diverse housing stock within the City is necessary to serve people of all income levels; and

WHEREAS, based upon its review and consideration of housing studies, reports and analysis, the City Council on June 15, 2021 adopted Ordinance No. 1809, Series 2021, which enacted a new Chapter 17.76 of the Louisville Municipal Code establishing inclusionary housing requirements; and

WHEREAS, the City Council adopted the Louisville Housing Plan in May 2024, which identifies strategies to expand access to affordable housing and includes recommendations to evaluate and update the City's inclusionary housing requirements to better align with current market conditions and community housing goals; and

WHEREAS, based on continued challenges to housing for very low-, low- and moderate-income households, the City Council finds the amendments set forth herein are reasonable and necessary to provide continuing housing opportunities for such households and to help maintain a diverse housing stock that allows people to have better access to jobs and upgrade their economic status; and

WHEREAS, because remaining land appropriate for residential development within the City is limited, it is essential that a reasonable proportion of such land be developed into housing units affordable to low-, moderate-, and middle-income residents and working people, particularly since new housing, in the absence of interventions, tends to be large and expensive, which both reduces opportunities for more affordable housing and contributes to a general rise in prices for all housing in the community, thus exacerbating the scarcity of affordable housing within the City; and

WHEREAS, based on the foregoing findings, and in furtherance of the public health, safety, and welfare of the community, the City Council desires to adopt the amendments to the City's inclusionary housing requirements set forth herein.

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

Section 1. Section 17.76.020 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.76.020 Inclusionary housing requirements.

A. Because land appropriate for residential development within the City is limited, it is essential that a reasonable proportion of such land be developed into housing units that are affordable to low, moderate and middle income households. All development of market-rate housing should therefore include affordable housing, and the City Council finds that 12 percent (12%) is the reasonable proportion at this time, given economic indicators and community need.

B. For purposes of this Chapter, “affordable” shall mean dwelling units that are restricted to ownership or rental by those persons meeting the income qualifications as set forth in Section 17.76.070. A minimum of ~~half~~ twelve percent (12%) of rental units ~~the affordable housing~~ shall be affordable, limited to those households at or below eighty percent (80%) of the area median income (“AMI”), ~~with the remainder limited to those persons between sixty percent (60%)~~ and a minimum of twelve percent (12%) of for sale units shall be affordable, limited to those households at eighty percent (80%) to one hundred twenty percent (120%) AMI, as calculated by the United States Department of Housing and Urban Development (“HUD”).

Section 2. Section 17.76.050.B.1 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.76.050 Options to satisfy requirements.

B. **Fee in lieu.** A developer may pay a fee in lieu of providing affordable units.

1. **Amount.** The City Council finds that studies performed by municipalities within the vicinity of the City reasonably calculates the impact to the City, including the City's finances and the welfare of the City's residents, of market-rate dwelling units being developed in the City. Accordingly, the fee in lieu is set initially at ~~$9.24~~ $19.08 per square foot of finished market-rate for-sale housing, and ~~$4.72~~ $4.73 per square foot of finished market-rate rental housing. The fee in lieu of providing any required fraction of a unit shall be pro-rated based on its proportional share (fractional quantity divided by total number of units required) of the amount of fee in lieu that

would be required for the whole development. The City Manager shall periodically ~~recalculate~~ update the fee in lieu using the methodology adopted by the City Council and the most current available market data ~~and present the recalculation to the City Council~~.

Section 3. Chapter 17.76 of the Louisville Municipal Code is hereby amended by the addition of a new Section 17.76.055 to read as follows:

Sec. 17.76.055 Incentives for On-Site Affordable Units.

The following incentives are available for those projects and buildings that provide on-site affordable housing:

1. Residential Density. For any project that provides on-site affordable housing:

   a. The maximum residential density as set forth in Section 17.12.040 of this Code, or established in any GDP or PUD approved pursuant to this Title that addresses residential density, may be increased by twenty percent (20%).

   b. The maximum lot coverage as set forth in Section 17.12.040 or Section 17.12.050 of this Code, or established in any GDP or PUD approved pursuant to this Title that addresses residential density, may be increased by twenty percent (20%).

   c. Notwithstanding subsections (a) and (b) above, a residential development in which one hundred percent (100%) of the dwelling units are provided as on-site affordable rental housing units in compliance with this Chapter shall be eligible for an increase in maximum residential density of up to thirty percent (30%), provided that:

      i. All affordable rental units are restricted to households earning no more than eighty percent (80%) of area median income (“AMI”); and

      ii. The average affordability level across all dwelling units does not exceed sixty percent (60%) of area median income (“AMI”).

2. Reduced Parking. No minimum vehicle parking shall be required for any residential uses in a project that provides on-site affordable housing in compliance with this Chapter.

3. Development Fee Waivers. For projects that provide on-site affordable housing in compliance with this Chapter, the City shall waive zoning-related development review fees, including but not limited to rezoning, Planned Unit Development (PUD), subdivision, and site plan application fees, as identified in the City's adopted Development Review Fee Schedule. This waiver shall apply only to applications necessary to implement the on-site affordable housing component of the project and shall not apply to subsequent amendments or applications that do not add or modify affordable housing units, unless otherwise approved by the City Manager or designee.

4. Building Height. For any project that provides on-site affordable housing:

   a. The maximum building height set forth in Section 17.12.040, any building height requirements set forth in adopted design standards and guidelines, or established in any GDP or PUD approved pursuant to this Title that addresses building height, may be increased by City Council to include an additional one (1) story or fifteen feet (15'), whichever is less, provided that the building contains the required on-site affordable housing units and City Council finds the increase to be consistent with the City's adopted plans and policies, including the Comprehensive Plan.

   b. The building height incentive authorized in subsection (a) shall not apply to properties located within the Old Town Overlay District as established in Section 17.12.050 of this Code.

   c. The building height incentive authorized in subsection (a) shall not apply to properties located within Core Area of Downtown Louisville, as governed by the Community Commercial (C-C) zoning district and the Design Handbook for Downtown Louisville.

Section 4. Section 17.12.040 of the Louisville Municipal Code is hereby amended by the addition of a new footnote 12 to read as follows:

17.12.040 Yard and Bulk Requirements.

FOOTNOTES

12. Projects providing on-site affordable housing pursuant to Chapter 17.76 of this Code may increase maximum residential density by twenty percent (20%) and may increase maximum lot coverage by twenty percent (20%).

Section 5. Section 17.12.050.A of the Louisville Municipal Code is hereby amended by the addition of a new footnote 12 to read as follows:

17.12.050 Yard and Bulk Requirements; Old Town overlay district.

A. *Conflicting requirements; affordable housing exception.* Within the area designated on the zoning district map as the Old Town overlay district, the regulations of this section shall apply in addition to any other applicable section of this title. To the extent that a specific yard and bulk requirement set forth in this section establishes a standard or requirement which conflicts with a yard and bulk requirement set forth in any other applicable section of this title, the specific requirement in this section shall control. Notwithstanding the foregoing, the density and lot coverage incentives set forth in Section 17.76.055 shall be available for projects and buildings developed within the Old Town overlay district.

Section 6. Section 17.14.060, Table 3 (Mixed Use Zoning Districts Dimensional and Bulk Standards), of the Louisville Municipal Code is hereby amended by the addition of a new note 4 to read as follows:

17.14.060 Dimensional and bulk standards.

Notes to Table 3:

4. Projects providing on-site affordable housing pursuant to Chapter 17.76 of this Code may increase maximum residential density by twenty percent (20%) and may increase maximum lot coverage by twenty percent (20%).

Section 7. Section 17.20.010.F of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.20.010 Parking requirements.

F. Notwithstanding any parking requirements contained in the City's adopted design standards and guidelines or previously approved development plans, including Planned Unit Developments ("PUDs") and General Development Plans ("GDPs"), off-street parking shall not be required for new multi-unit or multifamily residential developments, ~~or~~ for adaptive reuse developments in which residential dwelling units occupy fifty percent (50%) or more of the total floor area<u>, or for any residential uses in a project that provides on-site affordable housing pursuant to Chapter 17.76 of this Code</u>.

<u>Section 8.</u> Section 17.20.020.A of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added <u>underlined</u>):

Sec. 17.20.020 Parking standards designated for each use.

A. Residential Uses:

1. For one-family dwellings and two-family dwellings with separate driveways, two spaces per dwelling unit (driveway and garage or carport areas defined as off-street parking space);

2. For multifamily dwellings containing three or more dwelling units, <u>except as provided in Section 17.20.010.F,</u> two spaces per dwelling unit;

3. For a residential hotel, roominghouse or boardinghouse, one space per guest accommodation;

4. For housing restricted to the aged, disabled, etc., one-half space per unit;

5. For dormitories and other lodging facilities and rooms for unmarried students, three spaces per four occupants;

<u>Section 9</u>. 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.

<u>Section 10</u>. 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 11. 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.

Section 12. Any person convicted of violating this ordinance may be punished as set forth in 1.28.010 of the Louisville Municipal Code, as may be amended but which currently provides violations shall be punished by a fine of not more than $2,650.00, as shall be adjusted for inflation on January 1, 2014 and on January 1 of each year thereafter, or by imprisonment not to exceed 364 days, or by both such fine and imprisonment.

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

____
Christopher M. Leh, Mayor

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
City Attorney

PLANNING COMMISSION RESOLUTION NO. 3
SERIES 2026

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE INCLUSIONARY HOUSING ORDINANCE

WHEREAS, the City of Louisville (the "City"), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the "City Charter");

WHEREAS, the Colorado Supreme Court has recognized that both the State of Colorado and municipal governments have a significant interest in maintaining the quality and quantity of affordable housing throughout the state; and

WHEREAS, Colorado statutes require municipalities to include within their comprehensive plans provisions that will promote affordable housing; and

WHEREAS, the Planning Commission finds the provisions of this ordinance address the following housing policies of the City's Comprehensive Plan:

Goal LU 1 . Increase Residential Development Opportunities

Strategy 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.

Goal LU 2 . Expand and Maintain Access to Affordable Housing

Strategy LU 2.3. Review and update the City's inclusionary housing requirements to continue to meet community housing goals and reflect current market conditions.

Strategy LU 2.4. Identify and pursue funding and incentive opportunities, including grants, fee reductions, or density bonuses to encourage affordable housing development and preservation.

Strategy LU 2.5. Evaluate potential impacts of new and existing City rules or policies (such as building codes, development standards, and fee structures) on housing affordability before adoption to avoid unintended cost increases.

Strategy 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.

Strategy 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

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.

WHEREAS, by Resolution No. 58, Series 2017, adopted on November 6, 2018, the City endorsed the Boulder County Regional Housing Partnership, which recommends a goal of ensuring twelve percent (12%) of the housing inventory will be permanently affordable to low-, moderate-, and middle-income households by 2035; and

WHEREAS, the City Council finds a diverse housing stock within the City is necessary to serve people of all income levels; and

WHEREAS, based upon its review and consideration of housing studies, reports and analysis, the City Council on June 15, 2021 adopted Ordinance No. 1809, Series 2021, which enacted a new Chapter 17.76 of the Louisville Municipal Code establishing inclusionary housing requirements; and

WHEREAS, the City Council adopted the Louisville Housing Plan in May 2024, which identifies strategies to expand access to affordable housing and includes recommendations to evaluate and update the City's inclusionary housing requirements to better align with current market conditions and community housing goals; and

WHEREAS, based continued challenges to housing for very low-, low- and moderate-income households, the City Council finds the amendments set forth herein are reasonable and necessary to provide continuing housing opportunities for such households and to help maintain a diverse housing stock that allows people to have better access to jobs and upgrade their economic status; and

WHEREAS, because remaining land appropriate for residential development within the City is limited, it is essential that a reasonable proportion of such land be developed into housing units affordable to low-, moderate-, and middle-income residents and working people, particularly since new housing, in the absence of interventions, tends to be large and expensive, which both reduces opportunities for more affordable housing and contributes to a general rise in prices for all housing in the community, thus exacerbating the scarcity of affordable housing within the City; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance amending Louisville Municipal Code to address the inclusionary housing ordinance.

PASSED AND ADOPTED this 14th day of May, 2026.

Steve Brauneis

By: ______________________________
Steve Brauneis, Chair
Planning Commission

Cullen Choi

Attest: ______________________________
Cullen Choi, Secretary
Planning Commission

Inclusionary Housing Ordinance Peer City Research

City	Projects Subject to IHO	% Affordable	IHO Affordability Definition (AMI)	Incentives for Affordable Housing	Fee in Lieu Amounts
Boulder	All new residential units.	• 25% for all new residential development >/= 5 units • 20% for all new residential development < 5 units	• 120% AMI for townhouses and single family • 100% AMI for condos • 50-60% AMI for rental units	• Affordable projects are eligible for height increases through discretionary site review process for buildings with more than 40 percent of units and floor area for permanently affordable units, the amount of the increase is discretionary and in accordance with the comprehensive plan. (Boulder Code 9-2-4) • 5-10 DU/acre bonus in one zone district for projects that provide 30-40% of units as affordable. (Boulder Code 9-8-4) • No incentives for paying a higher inclusionary housing fee in lieu; but there are incentives for paying 1.43 the rate of the nonresidential development housing fee. • Affordable housing projects able to get fee waivers (sales, use tax), although those have not been effective incentives according to City of Boulder staff. • No parking reductions for affordable housing.	• $47 per square foot for developments with >/= 2 units over 18,000 square feet. • Sliding scale downward with less floor area, with single family lots paying $15 per square foot.
Broomfield	Projects with: • > 25 for sale residential units • > 5 rental residential units	• Rental Projects: 20% • For Sale Projects: 12%	• Rental: 60-80% AMI by unit types • Owner: 90-100% AMI	• Onsite affordable housing: 50% reduction in permit fees, use taxes, service fees. • Reduced parking for units meeting IHO requirements by # of bedrooms (e.g., 2 spaces vs 3 for a 3 bedroom unit). • No building height or density bonuses.	$165,669/ownership unit $106,635/rental unit (effective January 2025) *Note: fees not calculated on SF basis, but for a 2,200 SF home it is $75/SF, for a 1,200 rental unit it is $89/SF.*
Lafayette	All new residential units are subject to affordable housing development fee	No requirement for units, only affordable housing development fee.	• 120% AMI included in definition of "Affordable housing unit" • 80% AMI ("Permanently affordable dwelling unit) for any dwelling units to exceed Residential Growth Management cap (Charter Sec. 6.10)	None	$1 per square foot Affordable housing development fee required for all residential and nonresidential development not providing affordable housing on site per IHO. (Sec. 28-10)
Louisville – Current	All new residential units that are part of a planning approval (e.g., PUD, plat) are subject to inclusionary requirements.	12%	• 60-80% AMI	None	$9.24 per square feet of ownership units $4.72 per square foot of rental units
Louisville – Proposed	All new residential units that are part of a planning approval (e.g., PUD, plat) are subject to inclusionary requirements.	12%	• Rental Projects: 12% of units for <80% AMI • For Sale Projects: 12% of units for <120% AMI	Building height (1 story/15') and residential density (20-30% depending on level of affordability) incentives for onsite affordable housing.	$19.08 per square feet of ownership units $4.73 per square foot of rental units

Updated 7/22/26

Inclusionary Housing Ordinance Peer City Research					
City	**Projects Subject to IHO**	**% Affordable**	**IHO Affordability Definition (AMI)**	**Incentives for Affordable Housing**	**Fee in Lieu Amounts**
Longmont	All new residential units that are part of a a planning approval (e.g., PUD, plat) are subject to inclusionary requirements. Exemptions for ADUs, adding one unit to an existing building.	12%	• "Affordable" for purposes of IHO: < 80% AMI for owner occupied units; < 50% AMI for rental units • "Attainable" for purposes of fee reductions: 80-120% AMI for owner occupied units • Optional agreement to reduce # of affordable units required to provide "middle tier" housing defined as 80-120% AMI	• Fee reductions for affordable housing exceeding IHO minimums and "attainable" housing (water, sewer); 25% of units affordable = cash in lieu of water rights received. • Rental units > 20 DU/acre exempt from IHO requirements • For projects meeting minimum 12% IHO requirements: ○ 20% density increase ○ 1 story/15' Increased building height ○ 20% reduction in minimum lot size, lot width • Parking reductions are allowed so that only one space is required per affordable housing unit. • No incentives for paying a higher fee in lieu.	$13.50 per square foot of ownership units $5.93 per square foot of rental units (in City Code)
Superior	New residential >10 units must provide units on site, residential <10 units can pay fee in lieu.	15%	80% AMI max, owner or renter	None	Not established yet

Updated 7/22/26

2026 Inclusionary Housing Fee Assessment Update Analysis

Louisville Sales Data				
Type	Single Family	Townhome/Condo	Total	Weighted Average
Median Home Price	$912,500	$460,000	-	$827,500
Number of sales	255	60	315	-
Average finished sf	2,518 sf	1,438 sf	2,312 sf	2,312 sf
Price per sf	$362.39	$319.88	-	$354.29

Affordability Assumptions – For Sale Units in Louisville				
AMI – 3 person household	$81,360 – 60% AMI	$108,480 – 80% AMI	$135,600 – 100%AMI	$162,720 – 120%AMI
Affordable Price				
Affordable Monthly Payment (33%)	$2,237.40	$2,983.20	$3,729	$4,474.80
Affordable principal and interest (80% of payment)	$1,789.92	$2,386.56	$2,983.20	$3,579.84
HOA dues, property taxes, insurance (20% of payment)	$447.48	$596.64	$745.80	$894.96
Mortgage interest rate	6.49%	6.49%	6.49%	6.49%
Maximum mortgage	$283,480	$377,973	$472,466	$566,959
Maximum affordable price (5% down)	$298,400	$397,866	$497,333	$596,799

Fee Development, For Sale Units	
100% - 120% Gap: $827,500 - $547,066	$280,434
80% - 120% Gap: $827,500 - $497,333	$330,168
80% - 100% Gap: $827,500 - $447,600	$397,901
60% - 80% Gap: $827,500 - $348,133	$479,367
Median Home Size	2,076 Sq Ft
100% - 120% Cost Per Sq Ft	$135.08
80% - 120% Cost Per Sq Ft	$159.04
80% - 100% Cost Per Sq Ft	$191.67
60% - 80% Cost Per Sq Ft	$230.90
100% - 120% Affordable Housing Fee (12%)	**$16.20**
80% - 120% Affordable Hounding Fee (12%)	**$19.08**
80% - 100% Affordable Hounding Fee (12%)	**$23**
60% - 80% Affordable Housing Fee (12%)	**$27.70**

Affordability Assumptions, For Rent Units in Louisville					
2-bedroom unit	Market Rental Rate	60% AMI	80% AMI	100% AMI	120%AMI
Monthly rent amount	$2,261	$2,034	$2,712	$3,390	$4,068
X Months/Year	12	12	12	12	12
Annual Rent Amount	$27,132	$24,408	$32,544	$40,680	$48,816
X Gross Rental Multiplier	12.7	12.7	12.7	12.7	12.7
Rental Unit Value	$344,576.40	$309,981.6	$413,308.80	$516,636	$619,963.20

Fee Development, For Rent Units				
	60% AMI	80% AMI	100% AMI	120% AMI
Gap	$34,594.80	$(68,732.40)	$(172,059.60)	$(275,386.80)
Median Unit Size	878	878	878	878
Cost per sf	$39.40	$78.28	$195.97	$313.65
12% for Affordable Housing Requirement	**$4.73**	**$(9.39) ***	**$(23.52) ***	**$(37.63) ***

- Residential sales transaction data were obtained from the Boulder County Assessor's publicly available *Recent Sales* database.
- Market rent data were obtained from the *Apartment Vacancy & Rent Report: First Quarter 2026, Denver Metro,* the Apartment Association of Metro Denver
- Maximum AMI limits as identified in the *2025 Colorado Housing and Finance Authority (CHFA) Income Limits and Maximum Rents*
- *Maximum rent identified in the *2025 Colorado Housing and Finance Authority (CHFA) Income Limits and Maximum Rents* exceeds the median market rent

---------- Forwarded message ---------
From: **tamar krantz** <tamarkrantz@gmail.com>
Date: Tue, Feb 10, 2026 at 4:51 PM
Subject: Questions on ammendments to our Inclusionary Housing Ordinance
To: Planning <Planning@louisvilleco.gov>
Cc: Steve Brauneis <stevebrauneis@hotmail.com>, Diana Langley <dlangley@louisvilleco.gov>

Dear Planning Commissioners,

Thanks for doing your part to promote affordable housing in Louisville.

Clearly this revision to our Inclusionary Housing Ordinance (IHO) will promote overall residential growth, but it will move us farther from our 2017 Boulder County Regional Housing Strategy goal of 12%. According to your packet, our current deed-restricted affordable percentage is only 5%. This IHO will likely lower that.

What happened to the incentives in exchange for increased inclusionary housing? A year ago, City Council provided direction to support incentives for projects that provide affordable units onsite. However, they were in favor of doing this for projects that included 20% or more of the units and total square footage in compliance with the IHO. We already have two projects in the pipeline that will build 12% according to the existing IHO. This proposed density bonus effectively lowers the inclusionary percent from 12% to 10% because the IHO doesn't apply to the bonus units. If our goal is truly to create a more income-diverse community, we need to go beyond 12%. These incentives could do that. Please go back to the plan to apply bonuses for projects that meet the 20% threshold.

Can you evaluate this IHO in conjunction with the proposed increases in baseline density and heights envisioned by the Comp Plan? Previous analysis from Feb 2025 explained that most of our city allows a maximum of 3 stories and 20 units per acre in high density residential areas. The exceptions where 30 units per acre and 4 stories are allowed are minimal and it is clear where heights may be increased to 4 or 5 stories in exchange for affordability. The comp plan envisions up to 4 to 5 stories and 30 to 40 units per acre. If yard and bulk requirements are updated to reflect the comprehensive plan, what will become the baseline? Can the IHO state that the maximum with the bonus will not exceed what is in the comp plan? Can you add this project to Engage Louisville, to allow more public awareness? I don't know if the public is ready for 6 story buildings and 52 units per acre (40 x 1.3 in the case of 100% affordability).

Please consider other priorities besides affordability. I really appreciate that the staff report states that the added building height flexibility can reduce site constraints and make it easier to accommodate open space, landscaping, stormwater facilities, and internal circulation. These incentives have monetary value that can promote our affordability goals. Once they are “used” for this purpose, they cannot be used to promote sustainability measures. It might be useful to add some constraints within this ordinance so that height increases don’t lead to increased parking lot footprints. Other measures could be added to ensure that the flexibility results in designs with good open space, landscaping, stormwater facilities, and internal circulation.

Should the IHO include a provision for a full evaluation of the fee-in-lieu? The increased fee of $38,104/unit in exchange for building a 2,200 square foot unit is still so low that it creates a disincentive for onsite affordable units.

Finally I am concerned that increasing the for sale units threshold to 120% AMI could lead to disappointment as it closes the gap between affordable and market rate. This Denver Post Story talks about a high affordable housing vacancy rate. Though it discusses the issue that affordable rents are close to market rate rents, I would assume the vacancy problem could be worse for for-sale units. Also the IHO is needed most by those at the lowest income levels.

Lastly, why the inclusion of section 12, with punishments?

I hope that you will answer these questions in your meeting on Thursday.

Sincerely,

Tamar Krantz,

Louisville

--

Tamar Krantz

She/her

City Council First Reading

July 28, 2026

Targeted updates to the City's Inclusionary Housing Ordinance

Purpose

- Targeted updates to Inclusionary Housing Ordinance (IHO)
- Intended to improve the effectiveness of the ordinance and increase the likelihood that affordable housing units are delivered with new development
- Interim updates ahead of broader development code and IHO evaluation beginning in 2026

City of Louisville

Housing Affordability Context

- Louisville housing costs continue to rise faster than incomes
- Median home price now exceeds $800,000
- Approximately:
  - 75% of households cannot afford to purchase a home
  - 40% of renters are housing cost burdened
  - “Affordable housing” generally means housing costs less than 30% of household income

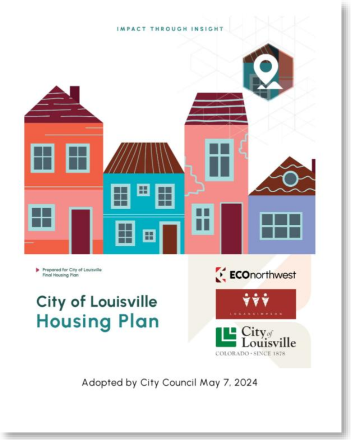


Exhibit 15: Average Home Sales Price, Louisville and Comparison Geographies, 2023

Source: Redfin

$550K	$580K	$681K	685K	$754K	$831K	$912K
Longmont	Lafayette	Boulder County	Erie	Superior	Louisville	Boulder

While home sales prices rose dramatically across all comparison jurisdictions in Boulder County from 2012 to 2023, Louisville experienced the second highest rate of increase behind Longmont.[6] Over the time period, the average home price in Louisville increased by about $473,000, or 132%.

Exhibit 16: Change in Average Home Sales Price, Louisville and Comparison Geographies, 2012-2023

Source: Redfin

	2012	2023	$ Change	% Change
Longmont	$226,000	$550,000	$324,000	143%
Louisville	**$358,000**	**$831,000**	**$473,000**	**132%**
Boulder	$420,000	$912,000	$492,000	117%
Erie	$315,000	$685,000	$370,000	117%
Boulder County	$314,000	$681,000	$367,000	110%
Lafayette	$281,000	$580,000	$299,000	107%
Superior	$409,000	$754,000	$387,000	106%

City of Louisville

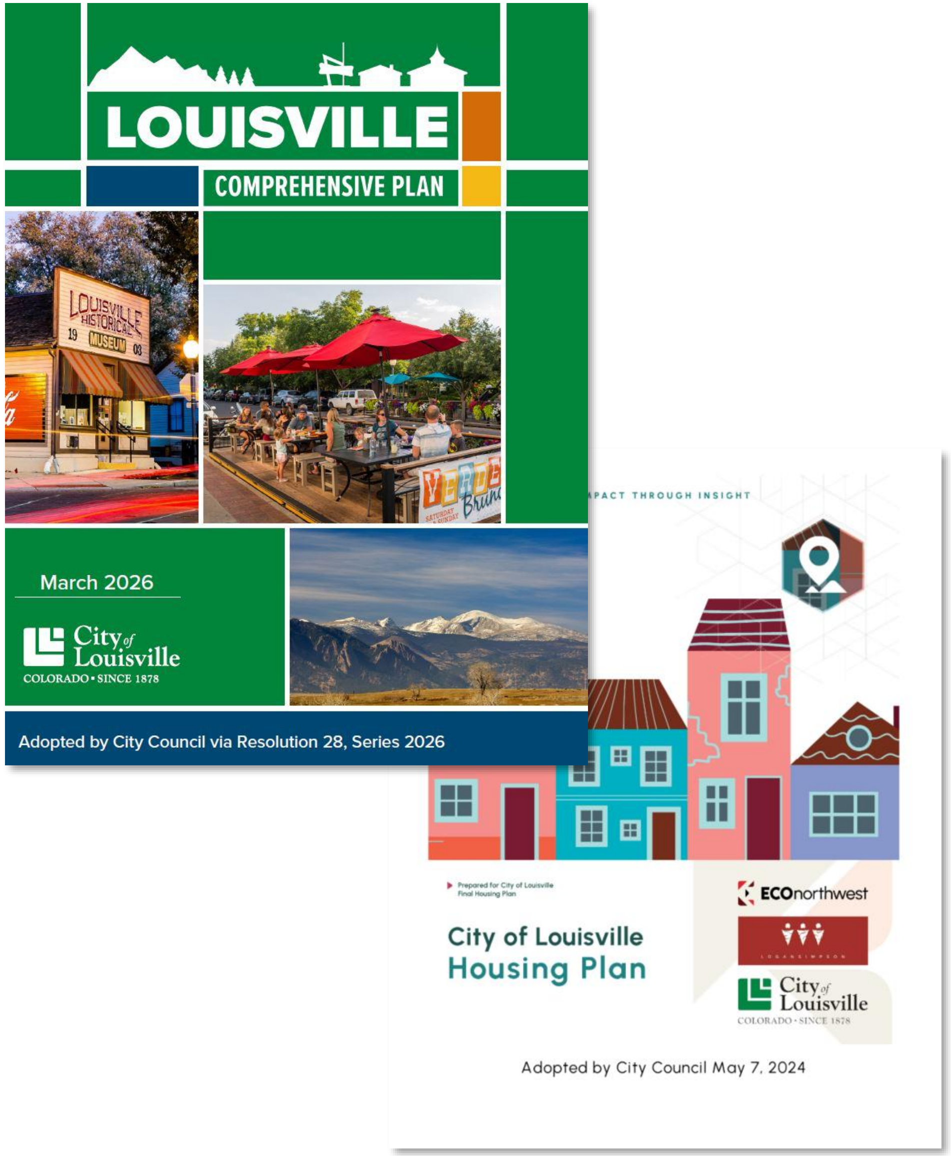
Existing IHO Framework

- New residential development must provide 12% deed-restricted affordable units
- Current affordability split:
  - ½ of units ≤60% AMI
  - ½ of units ≤80% AMI
- Alternative compliance options (fee in lieu, offsite construction, etc.)

City of Louisville

Policy Context

- Louisville Housing Plan (2024)
- Comprehensive Plan (2026)
- Proposition 123 commitment
- Boulder County Regional Housing Partnership goal (12%)



City of Louisville

Why Update Now?

- Current ordinance has not produced onsite affordable units
- Comprehensive Plan supports targeted residential growth
- Opportunity to better position the City to capture affordable housing as development occurs
- Broader development code update still approximately 1–2 years away

City of Louisville

Proposal Overview

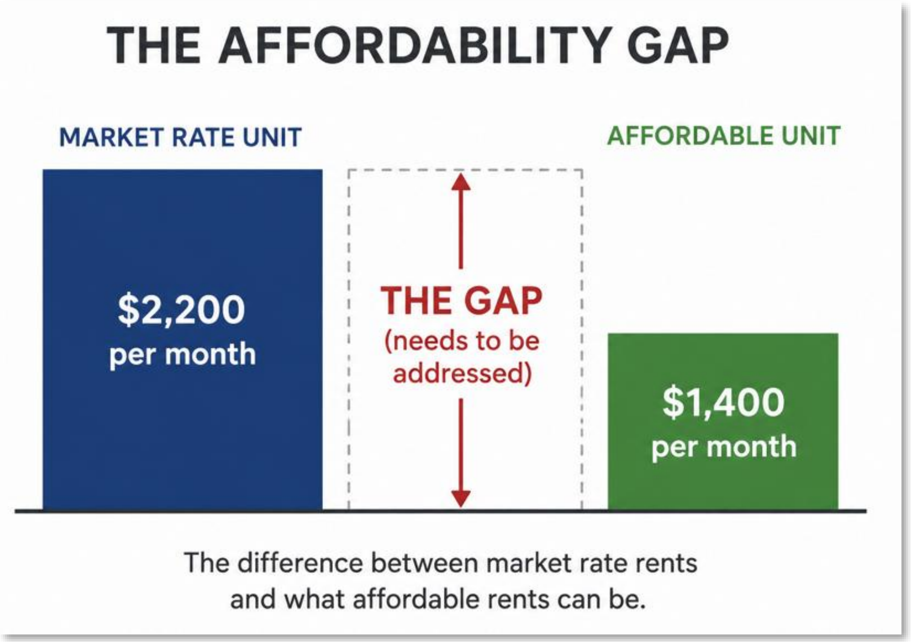
Improve project feasibility through:

- Updated Area Median Income (AMI) requirements
- Density incentives
- Building height incentive
- Parking flexibility
- Development fee waivers
- Updated fee-in-lieu amounts

City of Louisville

Proposal Details – AMI

- Requirements tied to tenure type
- Rental units: 12% at ≤80% AMI
- Ownership units: 12% at 80–120% AMI
- Analysis:
  - Improves project feasibility
  - Better aligns with current market conditions
  - Reflects current affordable housing financing structures



AMI = Area Median Income

City of Louisville

Proposal Details – Density

- 20% increase in allowable residential density for projects providing onsite affordable housing
- 20% increase in allowable lot coverage
- 30% density bonus for:
  - 100% affordable rental projects
  - All units ≤80% AMI
  - Average ≤60% AMI

City of Louisville

Proposal Details – Density

Analysis:

- Improves project feasibility by increasing allowable development capacity
- Aligns with Housing Plan Action Item 1.2
- Enhanced bonus aligns with income-averaging affordable housing financing structures
- Important: Projects still subject to standards addressing traffic, access, infrastructure, neighborhood compatibility

City of Louisville

Proposal Details – Density

100 Unit Project Example

Scenario	Total Units Allowed	Affordable Units Required (12%)	Market-Rate Units
Existing Zoning Allowance	100	12	88
With 20% Density Bonus	**120**	**15**	**105**

City of Louisville

Proposal Details – Parking Reductions and Fee Waivers

- Eliminate minimum parking requirements for residential projects providing onsite affordable housing
- Waive zoning-related development review fees
- Analysis:
  - Housing Plan identifies parking reductions as an effective feasibility tool
  - Fee reductions modestly reduce upfront development costs
  - Projects still reviewed against standards addressing neighborhood impacts

City of Louisville

Proposal Details: Fee-in-Lieu

- Maintain existing methodology
- Rental fee remains calibrated to 60% AMI to continue encouraging onsite affordable housing
- Update fee amounts to reflect current market conditions:
  - Rental: $4.72 → $4.73/SF
  - Ownership: $9.24 → $19.08/SF

City of Louisville

Proposal Details: Fee-in-Lieu

Analysis

- Updated using current HUD AMI limits, sales prices, rental rates, financing assumptions, and other market data
- Rental fee remains calibrated to 60% AMI to better encourage onsite affordable housing
- City Manager authorized to update fees annually using Council-adopted methodology and current market data
- Costs generally absorbed through multiple project factors rather than directly passed to residents

City of Louisville

Building Height Incentives

Analysis

- Supports affordable housing feasibility and design flexibility
- Allows projects to build vertically instead of expanding footprints
- Not automatic - City Council retains discretion on every request
- Requests evaluated case-by-case for consistency with adopted plans and compatibility

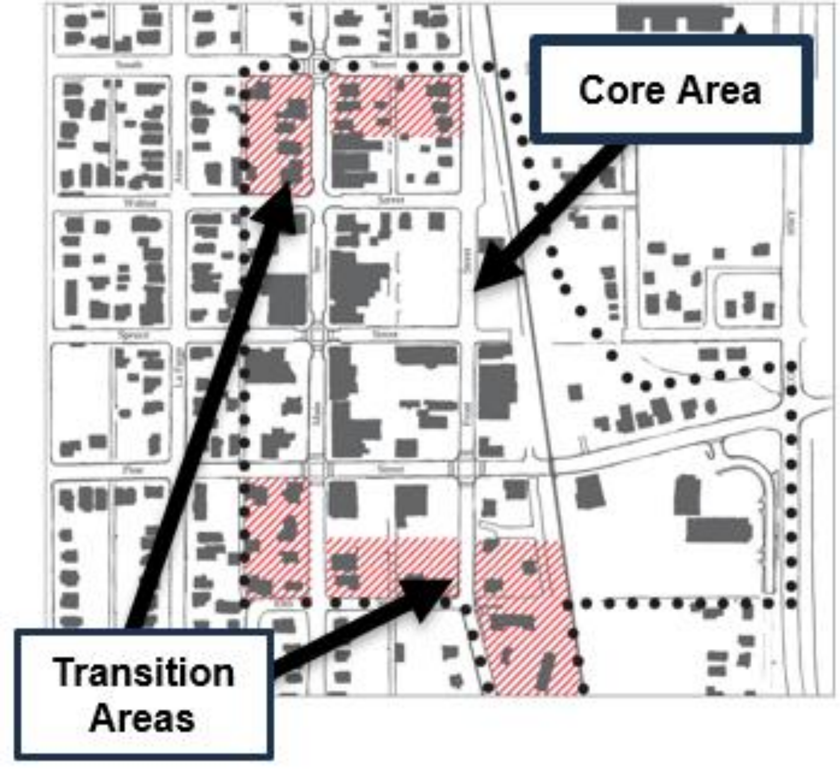
City of Louisville

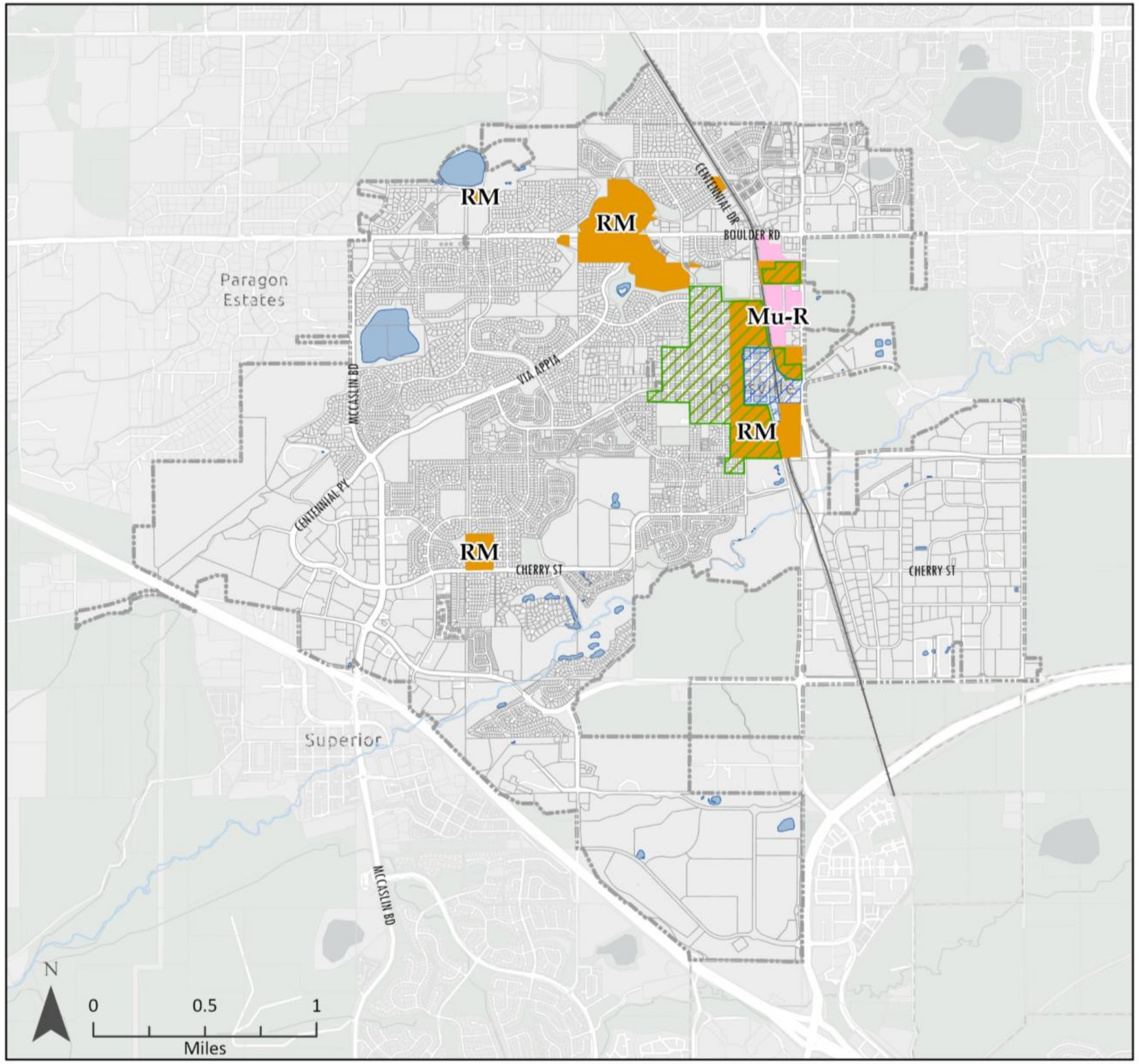
Building Height Incentives

- City Council may approve up to one additional story or 15 feet
- Projects must provide onsite affordable housing
- Must be consistent with adopted plans, including the Comprehensive Plan
- Does not apply in: Old Town Overlay, Downtown Core

City of Louisville

Building Height Incentives





Legend

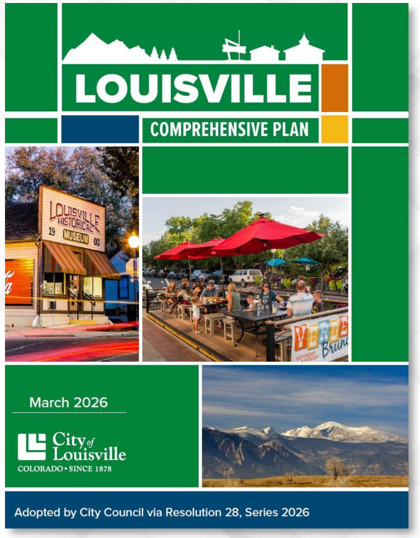
Downtown Louisville
Old Town Overlay District

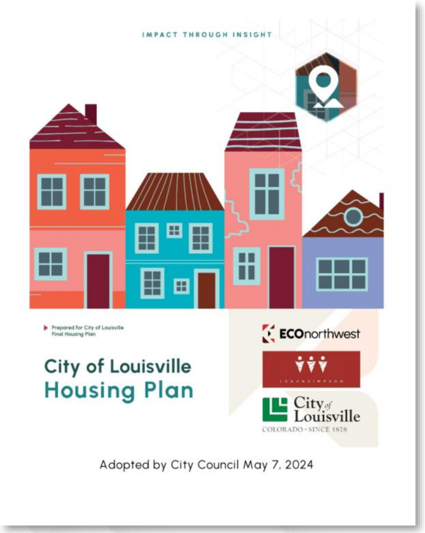
Zoning District

Mixed Use Residential
Residential Medium Density

City of Louisville

Consistency with Adopted Plans





Goal 1: Increase Residential Development Opportunities in Louisville

Goal 2: Expand and Maintain Access to Affordable Housing

Goal 3: Diversify Louisville's Housing Stock

City of Louisville

Consistency with Adopted Plans

Staff recommends approval of the ordinance because it:

- Improves alignment with current market conditions
- Supports feasibility of residential development
- Increases likelihood affordable units are delivered

City of Louisville

Staff Recommendation

Approval of an ordinance amending Title 17 of the Louisville Municipal Code to update the City's Inclusionary Housing Ordinance.

City of Louisville