

City Council

Agenda

Tuesday, September 15, 2026
Council Chambers
749 Main Street
5:00 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. Executive Session - Real Property Acquisitions and Dispositions

(Louisville Charter Section 5-2(c) and C.R.S. 24-6-402(4)(a)). The City Manager is requesting the City Council convene an Executive Session for the purpose of discussing real property acquisitions and dispositions concerning property in Louisville, but only as to appraisals and other value estimates and strategy.

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

4. Executive Session Report - Discussion / Direction / Action

THE FOLLOWING ITEMS WILL NOT BE HEARD PRIOR TO 6:00 PM

5. Approval of Agenda

6. 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.

7. 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. 83, Series 2026 — A Resolution Approving a Quote from Insight Public Sector, Inc., to Provide Microsoft 365 and Support Services in an Amount Not to Exceed \$160,763

C. Resolution No. 84, Series 2026 — A Resolution Approving an Agreement with Jason Mumm Consulting Services for Utility Finance Consulting Services

8. Council Informational Comments and Committee Reports

9. City Manager's Report

10. Regular Business

A. Presentation: Housing Strategic Framework — Trestle Strategy Group

Presentations are informational only. While Council may ask questions and have discussion, no action will be taken by Council. There will be one round of public comment.

B. Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Regarding Inclusionary Housing — Public Hearing (Continued from 8/18/26 City Council) (advertised City of Louisville website 07/31/2026)

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

C. Discussion / Direction: Survey Results — Marshall Fire Five Year Remembrance Project

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

D. Ordinance No. 1937, Series 2026 — An Ordinance Extending and Amending a Contract for the Lease and Purchase of Real Estate at 1155 Pine Street — 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.

11. City Attorney's Report

12. Upcoming Agenda Items and Identification of Future Agenda Items

13. Adjourn

Upcoming Agenda Items October 6, 2026 Meeting

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

- Update to Model Traffic Code — 1st Reading
- 1155 Pine Street Contract Extension - 2nd Reading
- DELO Boom, 1301 Courtsey Road, PUD
- Concept Plan: Affordable Housing Project
- Discussion / Direction: Board & Commission Handbook
- Agreement with ETG Systems
- Resolution in Support of the Historic Preservation Tax Ballot Measure
- Open Space Acquisition
- Crack Seal Project Contract
- BAP Agreement — Inflequation
- BAP Agreement — Arsenal Health

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 303.335.4574

A 2 business day notice is requested.

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

City Council

Meeting Minutes

**Tuesday, August 18, 2026
Council Chambers
749 Main Street
6:00 PM**

Mayor Leh called the meeting to order at 6:00 p.m. Roll Call was taken, and the following members were present:

City Council:

**Mayor Chris Leh
Council member Judi Kern - Arrived at 6:01
Council member Dietrich Hoefner
Council member Caleb Dickinson - Arrived at 6:01
Council member Deborah Fahey
Council member Josh Cooperman**

Absent:

Mayor Pro Tem Barbara Hamlington

Staff Present:

**Samma Fox, Deputy City Manager
Rob Zuccaro, Community Development Director
Jeff Hirt, Planning Manager
Jess Daniels, Senior Planner
Kathleen Kelly, City Attorney
Genny Kline, City Clerk
Maili-lai Rael, City Clerk Analyst**

Pledge of Allegiance

Approval of Agenda

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

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

Nay: None

Absent: Hamlington

Public Comments on Items not on the Agenda and Items on the Consent Agenda

- Lenny Volpone - Bocce
- George Colbert - Bocce
- Keith Wisner - Bocce
- John Wagner - Bocce
- Jan De Bruyn Kops - Bocce
- Halley Fitzpatrick – Bocce

Consent Agenda

- A. Resolution No. 75, Series 2026 — A Resolution Approving a First Amendment to the Business Assistance Agreement with Louisville Cyclery, LLC
- B. Resolution No. 76, Series 2026 — A Resolution Approving a First Extension and Amendment to Ice Rink Management and License Agreement with the Main Street Louisville Business Improvement District

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

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

Nay: None

Absent: Hamlington

Council Informational Comments and Committee Reports

Mayor Leh noted that he, Council member Fahey and Council member Kern had just come from the opening of America's Quantum Peak in the old GHX building.

Council member Fahey spoke about the Consortium of Cities meeting where the topic of conversation was the droughts.

Mayor Leh also spoke about attending the Northwest Mayors and County Commissioners Coalition and they are in the process of working on rules of engagement efforts to provide input at the state and federal level.

City Manager's Report

Deputy City Manager Fox gave the City Manager's report which included: the launch of the new city website; Marshall Fire refund letters have started coming in; information on the Boulder Valley School board meeting on August 25 at 3pm; and the Mayor's Community Meeting at the Library on August 19 at 6pm.

Regular Business

A. Resolution No. 77, Series 2026 — A Resolution Designating the Residence Located at 1013 La Farge Avenue a Historic Landmark to be Named the Giorzelli House and Approving a Historic Preservation Fund Grant

Mayor Leh introduced the item.

Planner Daniels conducted the presentation.

Council had no questions.

There was no public comment.

There was no discussion by Council.

Mayor Leh called for a motion.

Council member Fahey moved to approve Resolution No. 77, Series 2026; seconded by Council member Kern.

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

B. Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Regarding Inclusionary Housing — 2nd Reading, Public Hearing (advertised City of Louisville website 07/31/2026)

Mayor Leh introduced the item.

Planning Manager Hirt provided the staff presentation.

Council asked staff several questions, which were answered during the discussion.

Public Comment

- Peter Stewart

Council engaged in discussion with staff.

There was no additional Public Comment.

Council held discussion and directed staff on amendments to the ordinance regarding the following topics: “like for like standards; density bonus structure; expedited Planned Unit Development Review; previously approved projects / fee-in-lieu; rental Area Median Income limits; incentives “by right”; and update to project thresholds.

Council member Hoefner moved to continue the public hearing to September 15, 2026, at 6:00 p.m., seconded by Council member Kern.

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

C. Appointment of Two Council Members to Conduct Annual Evaluations of the Louisville Municipal Judge and Prosecuting Attorney

Mayor Leh introduced the item.

City Clerk Kline provided a brief report.

Council had a short discussion.

Council member Dickinson moved to appoint the mayor and mayor pro tem to perform the evaluations; there was no second.

Mayor Leh offered a substitute motion regarding criteria and appointing himself and Mayor Pro-Tem Hamlington to conduct the evaluations; seconded by Council member Hoefner.

Aye: Dickinson, Cooperman, Leh, Hoefner, Fahey

Nay: Kern

Absent: Hamlington

City Attorney's Report

City Attorney Kelly stated she had no report.

Upcoming Agenda Items and Identification of Future Agenda Items

Council spoke about adding the Bocce courts to an upcoming agenda. Council member Kern asked if the discussion regarding donations for specific items or projects was still on the list and Deputy City Manager Fox responded it was.

Adjourn

Council member Hoefner moved to adjourn, seconded by Council member Kern.

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

Nay: None

Absent: Hamlington

The meeting adjourned at 9:33 p.m.

Christopher M. Leh, Mayor

Genny Kline, City Clerk

Subject: Resolution No. 83, Series 2026 — A Resolution Approving a Quote from Insight Public Sector, Inc., to Provide Microsoft 365 and Support Services in an Amount Not to Exceed \$160,763

Date: September 15, 2026

Prepared By: Paulina Bennett, IT Director

Presented By: Paulina Bennett, IT Director

Summary:

Presented for Council approval is a request for authorization to renew the City of Louisville annual agreement with Insight Public Sector, Inc. for Microsoft 365 licensing and support services. The agreement will maintain the City's core licensing for approximately 360 users for a total amount not to exceed \$160,762.73.

Background / Prior Discussions:

Microsoft 365 is one of the City's most heavily used technology platforms. It provides the applications and services employees use every day to create and store documents, communicate by email, collaborate through Microsoft Teams, access shared information through SharePoint and the City's intranet, analyze information through Power BI, and securely sign in to City systems.

The City currently maintains Microsoft licensing for approximately 360 users. The proposed agreement continues the City's core licensing while providing greater flexibility than the City's prior licensing arrangement.

Under Insight's Microsoft Cloud Solution Provider model, the City may add licenses outside the core agreement and pay only for the applicable portion of the year. This flexibility is important as the City evaluates expanding access to more part-time, seasonal employees, interns, and volunteers through the 2027 budget process. Any expansion beyond the core licensing included in this agreement will be subject to separate budget authorization.

The proposed licenses and services will be purchased under Insight's Microsoft Cloud Solution Provider terms.

Development Proposal:

N/A

Analysis:

Information Technology evaluated proposals from Insight, CDW-G, and the Statewide Internet Portal Authority (SIPA). Insight provided the lowest annual cost and included support resources that provide additional operational value to the City.

Provider	Annual Cost
Insight	\$160,762.73
SIPA	\$166,293.84
CDW-G	\$167,062.90

Insight's annual proposal is \$5,531.11 less than SIPA and \$6,300.17 less than CDW-G.

In addition to providing the lowest cost, Insight includes the following support enhancements not included with SIPA or CDW-G:

- Cloud Success Manager
- Technical consulting resources
- Adoption resources
- Workshops at no additional cost
- Visioning sessions
- License Management Portal

The support component is a significant benefit because the City has not previously had this level of direct Microsoft support access. This will allow IT staff to submit technical tickets, receive specialized assistance, and resolve complex Microsoft issues more efficiently.

The annual renewal provides continuity for the City's core licensing while retaining flexibility for workforce changes. The proposal maintains the City's current mix of Microsoft 365 Government Community Cloud licenses and specialized products such as Power BI, Planner and Project, Visio, Power Apps, Power Automate, and Microsoft 365 Copilot. This Agreement includes no new services and is renewing our existing Microsoft license counts.

Council Work Plan:

This item falls under Council's Core Services priority.

Fiscal Impact:

The total cost of the annual agreement is \$160,762.73. This is budgeted in the 2026 budget for Software Subscription and Maintenance Fees 101172-521110. Previously, this item was a multi-year subscription-based agreement. This will no longer be a multi-year agreement due to Microsoft offering a different style of agreement. This amount covers the City's current core Microsoft licensing for approximately 360 users.

Alternatives:

Do not approve the request. Doing so would prevent the City from renewing one of its most critical and widely used technology platforms. Without active licensing, employees could lose access to email, Microsoft Teams, Office applications, SharePoint, the City intranet, document storage, and other essential services. Failure to renew would significantly disrupt City operations and increase cybersecurity, compliance, and business continuity risks.

The city could evaluate Google for business as an alternate to Microsoft. This would require a

significant project and at this time, this is not budgeted nor are resources available to complete this effort. Additionally, the City would still need certain Microsoft solutions and would need to add additional security applications.

Recommendation:

Staff recommends approval and authorization to execute the annual renewal with Insight Public Sector, Inc. for Microsoft 365 licensing and support services in a total amount not to exceed \$160,762.73.

Attachments:

1. Resolution No. 83, Series 2026
2. Microsoft Cloud Care Agreement
3. City of Louisville CO Insight Microsoft Quote 1
4. City of Louisville-SIPA Microsoft Quote 2
5. City of Louisville, Colorado CDQ-G Microsoft Quote 3

**RESOLUTION NO. 83
SERIES 2026**

**A RESOLUTION APPROVING A QUOTE FROM INSIGHT PUBLIC SECTOR, INC.,
TO PROVIDE MICROSOFT 365 AND SUPPORT SERVICES IN AN AMOUNT NOT
TO EXCEED \$160,763**

WHEREAS, the City currently utilizes Insight Public Sector, Inc., to provide Microsoft 365 and related support services to approximately 360 users in the City's administration; and

WHEREAS, Insight Public Sector has provided a quote to continue such services to the City for the upcoming one-year renewal period for a total amount not to exceed \$160,762.73; and

WHEREAS, by this resolution the City Council desires to approve the quote and continue such services to City users.

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

Section 1. The City Council hereby approves the quote from Insight Public Sector, Inc., to provide Microsoft 365 and related support services in an amount not to exceed \$160,762.73.

PASSED AND ADOPTED this 15th day of September, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

Microsoft Cloud Care Agreement

Version 05012026

Thank you for choosing Insight as your trusted Cloud Care provider. This Microsoft Cloud Care Client Agreement (the “Agreement”) sets out the terms and conditions which apply to the sale by Insight (also referred to as “We”) of certain Microsoft Products to the Client (also referred to as “You”). Capitalized terms which are not defined in the text can be found in the last section of this Agreement.

I. WHEN THIS AGREEMENT TAKES EFFECT

This Agreement takes effect on the date when You receive access to the Products (Your “Effective Date”).

II. ACCEPTING THIS AGREEMENT

Depending on how You complete Your purchase with Us, all You need to do to accept this Agreement is to (i) click the appropriate box during Your purchase of the Microsoft Products, or (ii) place an order for, receive access to, or begin using the Products. If You are an individual accepting these terms on behalf of an entity, Your acceptance of this Agreement indicates that: (x) You have the legal authority to enter into this Agreement on that entity’s behalf, (y) You have read and understand the terms of this Agreement and (z) You agree, on behalf of the entity that You represent, to the terms of this Agreement. This Agreement consists of the following terms and conditions, but also includes any referenced and/or incorporated attachments, schedules and exhibits together with applicable purchase orders. All of these documents together form full agreement between You and Insight.

YOU EXPRESSLY AGREE THAT BY ACCEPTING THESE TERMS, THIS AGREEMENT FORMS THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES AND REPLACES AND SUPERSEDES ANY PREVIOUS AGREEMENTS OF THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING IN RESPECT OF ANY EXISTING SUBSCRIPTIONS YOU MAY HAVE ORDERED FROM INSIGHT.

III. PARTIES TO THE AGREEMENT

You are purchasing the Microsoft Products and Cloud Care from Insight. When We talk about Insight in this Agreement, here’s what We mean.

If You are procuring Products in the United States, Your Agreement is with Insight Direct USA, Inc.

If You are procuring Products in Canada, Your Agreement is with Insight Canada, Inc.

If You are procuring Products in Europe or in APAC, Your Agreement is with the Insight entity identified on the website where the Products are purchased or otherwise as notified by Insight.

IV. MICROSOFT’S TERMS

Insight is authorised to participate in the Microsoft Cloud Solution Provider Program and provide certain Products to Client. By accepting this Agreement, You also accept and will comply with the Microsoft Customer Agreement. The current version of the Microsoft Customer Agreement (the “MCA”) is available at <https://www.microsoft.com/licensing/docs/customeragreement>, and by its terms, Microsoft may make changes to the MCA from time to time.

V. MICROSOFT COMMERCIAL MARKETPLACE

Insight is also authorised to participate in the Microsoft Commercial Marketplace and provide certain third-party Offers to Client. Insight makes these offerings available to You subject to the respective program rules, terms and conditions imposed by the developers and publishers of those offerings, including the Vendor Terms and not this Agreement (except as set forth herein). However, regardless of how You purchase Offers on the Marketplace, Insight will still serve as Your billing agent, and You will pay Insight as invoiced for Your Marketplace purchases in accordance with this Agreement. In addition, the following terms and conditions of this Agreement shall apply to any Marketplace purchases: Sections IX (Financial Terms for All products) and XIV (Warranty and Indemnity Obligations). Insight reserves the right to charge a reasonable administrative fee for any Marketplace purchase made directly with a third-party developer or publisher (also called an Independent Software Vendor, or “ISV”). For the avoidance of doubt, third-party Offers are not eligible for Insight Cloud Care (as defined below).

VI. AUTHORISATION AND PRODUCT CHANGES

You are authorised to use the Products in accordance with the MCA and in accordance with any relevant data governance or data sovereignty laws that may govern Client's business. Microsoft may provide Products that are identified as academic, charity or government. These Products may only be provided to Clients that meet Microsoft's qualification criteria.

Microsoft may modify a Product or release a new version of a Product at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its Product offerings. Such Product Changes may include changes to Microsoft's program terms, which in turn may require changes to this Agreement. Insight may modify this Agreement, including pricing, due to any such changes made by Microsoft. Insight will use reasonable efforts to inform Client of any changes made by Microsoft that could affect the pricing of the Products Client has purchased under this Agreement.

VII. COMMERCIAL PRODUCT TERMS

The terms and conditions governing the Product(s) You purchase will depend on the nature of the Product. These terms are determined by Microsoft and are maintained at <https://www.microsoft.com/licensing/terms/product/UniversalLicenseTerms/MCA>. We have provided these Product Terms for Your convenience, but as these terms are subject to change, You are responsible for periodically reviewing the Microsoft terms applicable to Your Products. You are responsible for complying with Microsoft's terms and any consequences of Your non-compliance, regardless of whether Microsoft actively or directly enforces its terms. In the event of a conflict between Microsoft's Product or program terms and the terms in this Agreement, Microsoft's terms will govern.

	Fixed Term Products	Perpetual Products	Consumption-Based Products (e.g. Azure*)
Billing Terms	Client has choice of being billed monthly, annually (for a fixed term length of 12 or 36 months), or in full for the fixed term (of 12 or 36 months)	Client pays upfront for an open-ended and perpetual term.	Consumption pricing is the Standard Rate plus Client's actual Product usage or consumption over a twelve month term. The twelve-month term commences on the date the Azure plan is created, regardless of when Client begins consuming or using Azure. Client's usage of consumption-based Products may be automatically generated monthly based on usage information received from Microsoft, which is presumed to be correct. Insight will invoice Client monthly for Client's actual usage during the preceding month (such as the Foreign Principal Group, access to which is delegated to Insight by Default).
Price Changes	Unit price does not change during fixed term; mid-term adjustments (i.e. adding seats) are calculated and post-billed at the subsequent invoice. Mid-term reductions in seats is not permitted.	Not applicable.	Pricing is subject to change and may increase if Client alters Insight's ability to assist the Client in management of their consumption-based Subscriptions, including, but not limited to, the removal of delegated administrator rights.
Cancellation	Cancellations must be completed by the Client directly in the Portal. Cancellation requests with a pro-rata refund are accepted within 7 days from the time of order (full credit for cancellations within 24 hours; cancellations on days 2 through 7 are prorated). No refunds will be provided in any other circumstances. An Early Termination Charge applies to all cancellations made prior to the fixed-term expiration. For Server	Client receives a full refund for cancellations within thirty (30) days from the order date, subject to Microsoft's program requirements and/or approval, and upon which date all license keys are deactivated. No cancellation is permitted after thirty (30) days.	Consumption-based Products can be cancelled at any time (subject to the Transfer Fee, as applicable) and any usage before cancellation plus the Transfer Fee will be billed at the next scheduled invoice date. Upon cancellation, Client will have thirty (30) days to migrate any Client Data to either a new Subscription with Insight, with Microsoft directly, or some other service. The Client shall be responsible for any migration process including any associated costs.

	Subscriptions, no refunds will be granted once the subscriptions have been provisioned and are in use.	Partial cancellations are not accepted.	For the avoidance of doubt, Azure reservations and Azure savings plans may only be cancelled in accordance with Microsoft program requirements.
Renewal	Autorenewal on all Subscriptions unless Client disables autorenewal in the Portal. Each Renewal Term is for a period equal to the prior term. Renewal pricing will be based on the then-current terms of sale and pricing at the time of renewal. If Client disables autorenewal, affected Subscriptions will terminate at the expiration of the fixed term unless renewed in advance by the Client in the Portal. INSIGHT HAS NO LIABILITY TO CLIENT FOR ANY DAMAGES ARISING FROM CLIENT'S DISABLING OF, OR FAILURE TO DISABLE, AUTO-RENEWAL IN THE MICROSOFT PORTAL, INCLUDING BUT NOT LIMITED TO LOST OR UNRETRIEVABLE DATA.	Not applicable.	Term will automatically renew, but billing will continue to be based on Client's consumption.

*For more information related to Azure, please see Exhibit D below.

VIII. MID-TERM SUBSCRIPTION CHANGES

Client may not transfer to another CSP provider or licensing agreement type for its convenience during any Term except as permitted by Insight. If Insight grants Client's request to make such a transfer, Client agrees that Client shall be responsible for and pay the Transfer Fee.

IX. FINANCIAL TERMS FOR ALL PRODUCTS

Fees.

(a) Product Fees. Subject to subsection paragraph (c) below (Changes in Usage), as consideration for the Products purchased by Client under this Agreement, Client shall pay Insight the Fees, which will be calculated from the applicable pricing rate for the Products and the Usage Commitment. For price increases and decreases resulting from a change in the market price of the Product, Insight will update the price for the affected Products in the Portal from time to time.

(b) Pricing Rates. For the Initial Term and unless otherwise provided, the pricing rates for the Products ordered under this Agreement shall be (i) derived from the Order Form (if applicable); (ii) in a quote provided by Insight; or (iii) based upon the Standard Rate. For any Renewal Term, the pricing rates shall be the Standard Rate for such Products based upon the applicable Usage Commitment at commencement of the then-current Renewal Term, unless otherwise agreed upon by Insight in writing. Insight's prices for Products are available at the Portal, or through any other process designated by Insight. Insight may provide notice of price list changes by either email or by publishing an updated price list to the Portal from time to time as such notice may be received from Microsoft. Any promotional pricing made available is strictly subject to the conditions of the specific promotion as set forth by Microsoft or Insight.

(c) Changes in Usage. By accepting this Agreement, receiving access to or using the Products, the parties agree that all future quantities used, enabled or consumed for existing purchased Products will be invoiced on an actual use basis, including without limitation, any increases.

Invoicing.

Charges for the Products will accrue on the date when, depending on the nature of the Products, the Products are activated or made available by Microsoft to Client. Except as otherwise provided in this Agreement, Fees are non-refundable. Insight will invoice Client the Fees in accordance with this Agreement.

Payment Terms.

Unless otherwise agreed between Insight and Client (which, for the avoidance of doubt, includes existing payment terms Client already has with Insight), Client must pay all undisputed invoices in full within 30 days of the invoice date. All payment terms are

measured from the date of invoice and are payable in the currency specified on the invoice. If an invoice is the subject of a bona fide dispute, Client shall notify Insight in writing, including a description of the nature of such dispute in sufficient detail, within such 30-day period. Failure to comply with the requirements of this provision shall preclude the Client's right to dispute such invoice. All payments must reference the invoice number. Insight reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due Fees. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed Fees. In addition, Insight may hold all pending orders, suspend further shipments, or delay Client's access to Products under any agreement between Client and Insight without liability thereunder until Insight receives all payments due under this Agreement. If Insight chooses to take any of these actions, it does not waive any other right or remedy it may possess. Client may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before Insight issues a credit. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.

Taxes.

All amounts the Client must pay under this Agreement do not include any taxes. Client must pay taxes imposed on or with respect to its activities in connection with this Agreement, if any, and Insight and or Microsoft will have no responsibility for the payments. Client must pay or reimburse Insight for all taxes which are permitted to be collected by Insight under applicable law. Client may provide a valid exemption certificate in which case Client will not be charged the taxes covered by such certificate, and further Insight and or Microsoft will be under no obligation to apply credits for any periods for which Client had not timely submitted a valid exemption certificate. If Client is located in a jurisdiction that utilizes the VAT numbers for tax identification purpose, it will provide Insight with its VAT number together with its address details.

If income taxes are required to be withheld by any government on payments to Microsoft or Insight, Client may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Client promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested to claim a foreign tax credit or refund. Client will ensure that any taxes withheld are minimized to the extent possible under applicable law. Client remains obligated to pay Insight for the amount of tax withheld until Client provides to Insight the official receipt and other documents reasonably requested.

The withholding taxes referred to in this section apply to withholding taxes required by the taxing authorities on payments to Insight only and do not include any withholding taxes suffered by Client for payments made to Client by its customers. Those withholding taxes will be Client's financial responsibility.

This "Taxes" section shall govern the treatment of all taxes arising as a result of or in connection with this Agreement notwithstanding any other section or any other document included in this Agreement.

Product Credits.

In the event that a credit for the Products is due to Client in accordance with the Vendor Terms, the parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's receipt the corresponding credit amount from Microsoft following Microsoft's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Product credit if Microsoft is unable to verify, or otherwise rejects, Client's claim for any reason or if Microsoft fails to provide the Products credit for any reason even if it has verified Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER MICROSOFT'S SLAs SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE PRODUCTS OR BREACH OF SUCH SLAs.

X. SUPPORT.

Insight's support offering is Cloud Care. Insight will provide the Client with support for the term of this Agreement in accordance with Exhibit C below (excluding EMEA Clients with legacy Cloud Care Lite, Cloud Care Essentials or Cloud Care Advanced offerings, where Insight shall provide Clients with the applicable Service Description until the next anniversary date of the Client's Cloud Care Agreement, at which point Exhibit C shall apply upon renewal). Insight's technical support and the Client's requests for support shall be in the English language only. The Client shall also provide support for data integration tools and processes developed or maintained by the Client in order to connect the Products to the Client's other software and databases. Third-party Offers purchased in the Marketplace are excluded from Cloud Care.

XI. TERM; SUSPENSION AND DISABLEMENT; TERMINATION.

Term of Agreement.

(a) Term. This Agreement will remain in effect until one (1) year after the Effective Date, unless terminated earlier as set forth in this Agreement. Unless otherwise set forth herein, this Agreement will automatically renew for successive one (1) year terms unless either party gives the other sixty (60) days' written notice of its intent to not renew (and provided all Subscription have expired (or are set to expire by the date of termination); in other words, as long as You have an active Subscription which was purchased through Insight, this Agreement will be effective and govern that Subscription.

(b) Reserved.

(c) Termination for Cause. If a party breaches any term of this Agreement, the other party can terminate this Agreement for cause. The terminating party will give the breaching party not less than thirty (30) days' written notice and opportunity to cure the breach if the cause for termination is curable. A party will be allowed to cure a breach once, if a party breaches the Agreement for the same reason as a prior breach such as late payment, then the other party may terminate the Agreement immediately. If the cause for termination is not curable, termination is effective immediately upon written notice from the terminating party. Disclosure of confidential information including the disclosure of specially negotiated Client terms (except for permitted disclosures under Section XIX(d)(iii) of this Agreement), misappropriation of Microsoft's intellectual property, and insolvency, bankruptcy or other similar proceedings, are grounds for immediate termination. Where Insight terminates this Agreement under this Section XI(c), Client Data may be permanently deleted. It is the responsibility of the Client to ensure that Client Data is backed up appropriately.

(d) Disablement. Insight may disable or suspend a Client's access to Products if the Client fails to make timely payments or the Client's account is in arrears ("Suspension"). Insight will provide Client at least thirty (30) days' written notice before any such Suspension. Depending on the Product, Client will have limited or no access to the Product once Suspended. The Client is responsible for Insight's charges for Product during any period of Suspension. Client Data will be deleted after a period of 90 days' Suspension. Neither Insight nor Microsoft will be liable in any manner whatsoever to the Client arising out of Insight's Suspension of the Client's access. Microsoft may disable a Client's access for legal or regulatory reasons or as otherwise permitted under the MCA and Microsoft will notify Insight of a disablement as soon as commercially reasonable. Insight agrees to notify the Client of the same. If Microsoft disables the Client's access for legal or regulatory reasons, billing will be suspended until access is re-enabled.

Effect of Expiration or Termination.

(a) When this Agreement ends or is terminated Client must immediately stop using all rights granted by this Agreement and Client must also pay Insight any amounts due under this Agreement.

(b) Termination of this Agreement terminates all and any amendments or addenda under this Agreement.

(c) For all Products, Client will have thirty (30) days after expiration or termination to migrate any Client Data to either a new Subscription with Insight, with Microsoft directly, or some other service. The Client shall be responsible for any migration process including any associated costs.

Time Limitation on Claims.

CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ORDER MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

Survival.

The following sections will survive any termination or expiration of this Agreement: Effect of Expiration or Termination, Survival, Privacy; Client Data, Product Warranties, Compliance with Laws, Warranty and Indemnity Obligations, Limitations on and Exclusions of Damages, Government Restrictions, and General.

XII.PRIVACY; CLIENT DATA.

(a) Privacy. The Client shall: (i) comply with all applicable legal requirements regarding privacy and data protection; and (ii) where necessary, provide sufficient notice to, and obtain sufficient consent and authorisation from, any party providing Personal Data to the Client, Insight and Microsoft to permit the processing of the data by Insight and Microsoft and their respective Affiliates, subsidiaries, and subcontractors as required in order to provide the Products and Products to the Client. Microsoft and Insight may collect, use, transfer, disclose, and otherwise process the Client's Data, including Personal Data, as described in the MCA. Microsoft may send direct communications to Clients related to the terms of the MCA or the operation or delivery of the Product. The Client must provide Microsoft with accurate contact information for the administrator of each domain.

(b) Client Data. The Client is required to pass to Insight some limited Client Data. The Client warrants that it is the data controller of the Client Data. The security, privacy and data protection commitments made by Microsoft in any MCA only apply to the Products purchased from Microsoft and not to any services or products provided by Insight. The Client agrees and acknowledges that in respect of any access to and processing of Personal Data: (i) Insight will only have access to and process minimal amounts of non-sensitive or non-special categories of Personal Data relating primarily to Microsoft CSP Products and related services which shall include processing for order fulfilment, account management and reporting purposes; and (ii) other

than the purposes described in sub-section (i) above, Insight shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and Client holds Insight harmless) in respect of the use, processing, storage, transfer or access or otherwise in respect of Personal Data by and/or between Client on the one hand and Microsoft on the other hand which shall be subject to the arrangements and agreements entered in to directly between Client and Microsoft.

(i) Insight shall use Client Data only to provide Client with the Products and the Cloud Care specified in Exhibit C of this Agreement and to assist Client in the proper administration of the Products. Additionally, Insight shall only access and disclose to law enforcement or other government authorities data from, about or related to Client, including the content of communications to the extent required by law (or to provide law enforcement or other government entities access to such data).

(ii) If Insight receives a request for Client Data either directly from a law enforcement agency or as redirected to Insight, then Insight shall redirect the law enforcement agency to request that data directly from Client. If compelled to disclose Client Data to law enforcement, then Insight shall promptly notify Client and provide a copy of the demand, unless legally prohibited from doing so.

(iii) Client consents and authorises Insight, Microsoft (and their service providers and subcontractors) at Client's direction to access and disclose to law enforcement or other government authorities data from, about or related to Client, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, Client shall notify the individual users of the Products that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities and shall obtain the users' consent to the same.

(iv) Neither Insight nor Microsoft provide a back-up service for the Client Data unless additionally purchased by the Client. The Client is responsible for the back-up of Client Data. Neither Insight nor Microsoft shall be liable for the loss of Client Data as a result of the Client's failure to back up such Client Data.

(c) Artificial Intelligence. Insight does not use Client Data to train any artificial intelligence model.

(d) Data Breach Notification. In the event either Insight or Client becomes aware of a Security Incident, the party who became aware of the Security Incident shall notify the other without undue delay. If to Client, notification shall be provided to the Client contacts designated as Administrators on the Portal and shall include, to the extent known at the time:

- (a) a description of the nature of the Security Incident;
- (b) the categories and approximate volume of Client Data affected;
- (c) the date or estimated timeframe of the Security Incident;
- (d) the measures taken or proposed to address and mitigate the Security Incident; and
- (e) a point of contact for follow-up information.
- (f) If from Client to Insight, Client will enter a break/fix tech support ticket through Insight's service portal and will provide the same information as above

(e) European Data Protection. In addition to the terms already set forth in this section, the following terms will apply to You if You are located in Europe. In the event of any conflict between sub-paragraphs (a) and (b) and the terms in this European Data Protection paragraph, the terms in this European Data Protection paragraph will prevail.

(f) Both Parties shall comply with the Data Protection Legislation.

(g) Except to the extent otherwise dictated by the Data Protection Legislation, in respect of personal data relating to Client's employees and other data subjects related to Client which are processed by Insight pursuant to this Agreement, Client is the data controller and Insight is the data processor. Client is responsible for obtaining the consent of all Client related data subjects whose personal data is provided to or otherwise made available to Insight pursuant this Agreement. Client authorises Insight to engage processors or sub-processors to the extent required for the performance of this Agreement. Insight shall ensure that its sub-contractors enter into adequate contractual obligations for the protection of Client's personal data.

(h) Insight does not process personal data on behalf of the Client other than limited Client user data in order to maintain and support the provision of the Products and related services and as may otherwise be required for account management, reporting, and any other lawful and legitimate purpose. Insight shall, in relation to any personal data processed in connection with the performance by Insight of its obligations under this Agreement:

- (i) process personal data specifically for the performance of this Agreement;

(ii) ensure that it has in place appropriate technical and organisational measures to protect the personal data as required under Data Protection Legislation;

(iii) ensure that all personnel of Insight who access personal data do so under obligations of confidentiality; and

(iv) provide reasonable assistance following written request to assist the Client to comply with its obligations under Data Protection Legislation, to respond to subject access requests and data breach notifications.

(d) Client agrees that Insight shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Client holds Insight harmless) in respect of the processing of personal data pursuant to the Products, transacted by Insight where Insight does not receive such personal data. Such processing of personal data shall be subject to the arrangements, license and contract terms directly with Microsoft.

(e) Client authorises Insight to transfer and process any personal data outside of the European Economic Area (EEA) in order to perform its obligations under this Agreement, and for Insight's other legitimate interests, provided that such transfer is made under a legal framework compliant or otherwise in accordance with the Data Protection Legislation, for example the European Commission approved Standard Contractual Clauses.

(f) Client shall:

(i) comply with the foregoing obligations to the extent that it processes any personal data of Insight's employees;

(ii) provide sufficient notice to, and obtain sufficient consent and authorisation from its employees and any other data subject for the personal data which the Client provides to Insight and Microsoft to permit the processing of the personal data by Insight and Microsoft and their respective Affiliates, subsidiaries, service providers and subcontractors as required in order to provide the Products and related services to the Client;

(iii) provide Insight and/or Microsoft (as applicable) with accurate contact information for the administrator of each Client domain including the client employees granted purchaser rights (admin access) in Insight's buy.insight.com platform. Insight and/or Microsoft (as applicable) may send direct communications to Clients related to the terms of the MCA or the operation or delivery of the Products.

(g) Microsoft and Insight may collect, use, transfer, disclose, and otherwise process the Client's Data (as defined in the MCA under "Customer Data"), including personal data, as described in the MCA. Microsoft may send direct communications to Clients related to the terms of the MCA or the operation or delivery of the Product. The Client must provide Microsoft with accurate contact information for the administrator of each domain.

XII. OTHER RIGHTS AND OBLIGATIONS

(a) Administration Portal Access. During the term of the Agreement, the Client shall provide to Insight the necessary administrative access (including any modifications to conditional access policies that otherwise prohibit Insight's access to the Client's Microsoft Online Services Portal) to enable Insight to perform its obligations under this Agreement, such as Product support or to carry out additional value-add functions for the Client. At a minimum, the Client shall provide to Insight the necessary roles within the Granular Delegated Access Privilege (GDAP)(or equivalent access, including any successor to or replacement of GDAP by Microsoft). Client's removal of any minimum required GDAP role: (a) shall detrimentally affect Insight's ability to escalate support issues to Microsoft; and (b) may increase the Product pricing Insight is able to offer.

(b) Product Warranties. Unless required by applicable laws, Insight gives no express warranties, representations or conditions about the Products. To the maximum extent permitted under applicable laws, Insight excludes all implied warranties and conditions, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Microsoft's Product warranties are as set out in Microsoft's Cloud Agreement or other end user facing documentation.

(c) Compliance with Laws. Client will comply with all laws applicable to Client's use of the Products, including but not limited to, laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws").

XIII. WARRANTY AND INDEMNITY OBLIGATIONS.

(a) Warranty by Microsoft. Microsoft's warranty obligations shall be as set out in the MCA.

(b) No Warranty by Insight. Unless required by applicable laws, Insight gives no express warranties, representations or conditions. To the maximum extent permitted under applicable laws, Insight excludes all implied warranties and conditions, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose.

(c) Defense of Infringement Claims. Microsoft's obligation of defense of Infringement Claims shall be as set out in the MCA.

(d) Client's Indemnity Obligations for Third Party Claims. Client will defend Insight against any Third Party Claims. If there is an adverse final judgment (or settlement to which Client consents) resulting from any Third Party Claims, Client will pay it. Insight will promptly notify Client in writing of the Third Party Claim, specify the nature of the claim and the relief the third party seeks. Insight will give Client reasonable assistance in defending the Third Party Claim. Client must have Insight's written consent before settling any Third Party Claim. Insight will not unreasonably withhold Insight's consent.

XIV. LIMITATIONS ON AND EXCLUSIONS OF DAMAGES.

(a) Limitation. UNLESS APPLICABLE LAW REQUIRES OTHERWISE, THE ONLY REMEDY THAT EITHER PARTY WILL HAVE FOR ANYTHING RELATED TO THIS AGREEMENT IS TO OBTAIN DIRECT DAMAGES FROM THE LIABLE PARTY UP TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO INSIGHT DURING THE PRIOR ONE-YEAR PERIOD, MINUS ANY AMOUNTS PAID BY THE LIABLE PARTY DURING THAT SAME PERIOD FOR ANY PRIOR LIABILITY. NEITHER PARTY CAN RECOVER ANY OTHER DAMAGES FROM THE OTHER, INCLUDING LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE. THE LIMITATIONS IN THIS SECTION APPLY TO: (I) ANYTHING RELATED TO THE PRODUCTS; AND (II) CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. IT ALSO APPLIES EVEN IF CLIENT IS NOT FULLY COMPENSATED FOR ANY LOSSES, OR INSIGHT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

THE LIMITATIONS DO NOT APPLY TO (i) CLAIMS FOR NON-PAYMENT, FRAUD, BREACH OF CONFIDENTIALITY, (ii) THIRD PARTY CLAIMS, AND (iii) ANY LOSS, LIABILITY, OR DAMAGE ARISING DIRECTLY OR INDIRECTLY OUT OF CLIENT'S BREACH OF, OR CLIENT'S USE OF THE PRODUCTS UNDER, THE MCA. EACH PARTY'S LIABILITY FOR LOSS OR DAMAGE OF ANY KIND (INCLUDING LOSS OR DAMAGE CAUSED BY NEGLIGENCE) IS REDUCED TO THE EXTENT THAT THE OTHER'S AGENTS CAUSED OR CONTRIBUTED TO THAT LOSS OR DAMAGE.

(b) When These Exclusions May Not Apply. The provisions of any local law which implies terms into this Agreement will not apply to the extent that local law permits the parties to contract out of the law. However, the limitations and exclusions in this Agreement do not change Client's rights if the laws of its state, province or country do not allow. For example, the limitations on liability may not apply to Client if applicable law does not allow it.

If applicable law gives Client any implied terms, despite the exclusions and limitations in this Agreement, then to the extent permitted by applicable law, Client's remedies are limited to repair or replacement of the Product and if Microsoft cannot repair or replace the Product, Insight will refund the amount Client paid for it.

XV. INTELLECTUAL PROPERTY.

(a) Use of Marks. The Agreement does not grant either party any right, title, interest, or license in or to any of the other party's Marks.

(b) Proprietary Notices. Client must not remove any copyright, trademark or patent notices from any of the Products. Client must include Microsoft's copyright notice on any documentation for the Products, including online documentation. The first time Client mentions the name of Microsoft's Products in communications, it must use the appropriate trademark, Product descriptor and trademark symbol (either "™" or "®"), and clearly indicate Microsoft's (or Microsoft's suppliers') ownership of the trademark(s).

(c) **Unsolicited Commercial Email.** Neither party may use the other party's Marks in connection with the transmission or distribution of unsolicited commercial email. Neither party may use the other party's Marks in any manner that would violate applicable law or local custom, or conflict with Microsoft's policies.

XVI. GOVERNMENT RESTRICTIONS.

(a) **Export Restrictions.** Microsoft Products are subject to U.S. export jurisdiction. All parties must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments. For additional information related to Microsoft compliance with export rules, see www.microsoft.com/exporting.

(b) **Government Approvals.** Client may import or export and provide the Products in or to a country or Territory only if allowed by, and in compliance with, all applicable laws and regulations of the country or Territory, as well as this Agreement.

XVII. NO UNAUTHORISED SPECIAL OFFERS; NO SIDE AGREEMENTS.

Only the Insight entity that enters into this Agreement can agree with Client to amend the Agreement. Neither Client nor Insight will enter into any Side Agreement. "Side Agreement" means any arrangement between Insight and Client, written or oral, that purports to modify the Agreement and is not signed, or otherwise agreed to, by the Insight entity that signed this Agreement. Side Agreements do not include Microsoft offers of rebates, promotions, discounts or extensions of payment terms (collectively, "Special Offers") when the Special Offer is made pursuant to a separate written agreement generally available to Microsoft's partners.

XVIII. FINANCIAL INTEGRITY AND ACCOUNTING.

Client will not provide false, misleading or inaccurate financial information to Insight or Microsoft. Client must ensure that all orders, and the Agreement or any other documents it submits are complete and accurate.

XIX. GENERAL

(a) **Entire Agreement.** This Agreement is Insight's entire agreement relating to Client's purchase of the Products under the Microsoft Cloud Solution Provider Program. It supersedes any prior or contemporaneous communications and agreements relating to the subject matter of this Agreement. Except as otherwise provided herein, this Agreement can be changed only if both parties who entered into this Agreement agree to an amendment.

(b) **Notices.** All notices and requests required or permitted under this Agreement shall be in writing. Any notice or request provided for by this Agreement shall be given either by personal delivery; email; certified mail, return receipt requested; or recognized overnight express courier service.

The Client must additionally send notices to the registered office address. Legal notices to Insight must be sent with a separate copy addressed to:

Insight
2701 E Insight Way
Chandler, AZ, USA 85286
Attn: Legal Department

If You are located in Australia, You may also send an email to APAClegal@insight.com.

(c) Assignment. Client may not assign or transfer this Agreement or its rights or obligations under it, whether by contract or by operation of law (such as merger or sale of Client's stock). Client will provide Insight with no less than 30 days' notice of any requested assignment and Insight's consent will not be unreasonably withheld.

(d) Confidentiality. The following terms and conditions apply to exchanges of information under this Agreement.

(i) "Confidential information" means: (a) nonpublic information that Insight, Client, or an Affiliate designates as being confidential; or (b) nonpublic information which, given the nature of the disclosure or the circumstances surrounding disclosure, the receiving party should treat as confidential, including but not limited to Client Data. Client Agreements are Confidential Information provided Client: (1) has a need to know such Confidential Information in order fulfill the purposes of this Agreement; and (2) accepts that all such Confidential Information is to be handled in strict confidence.

(ii) Generally, the Parties must not disclose any confidential information of the other for five years following the date of disclosure. However, there is no time limit on disclosure of confidential information that contains personal information (such as Client contact information). The receiving party will not be liable for disclosure of information which: (a) it already knew without an obligation to maintain the information as confidential; (b) it received from a third party without breach of an obligation of confidentiality owed to the other party; (c) it independently developed; or (d) becomes publicly known through no wrongful act of the receiving party.

(iii) However, confidential information may be disclosed as required by a judicial or other governmental order, if the receiving party either: (a) gives reasonable notice of the order to allow the other party a reasonable opportunity to seek a protective order or otherwise prevent or restrict its disclosure; or (b) obtains written assurance from the entity issuing the order that it will protect the confidential information to the maximum level allowed under applicable law or regulation.

(e) Relationship Between Insight and Client. Client and Insight are independent contractors for all purposes regarding this Agreement. Insight and Client are not a partnership (as the term is used in applicable partnership laws to refer to a legal partnership entity) or joint venture. Client and Insight do not have any agency, franchise or fiduciary relationship.

(f) Waiver. No waiver of any breach of this Agreement shall be a waiver of any other breach, and any waiver must be in writing and signed by an authorised representative of the waiving party.

(g) No Representations. Insight has not made any representation to Client about any Products other than as specifically stated in this Agreement. Client has relied on its own skill and judgment (or that of its advisers) in deciding to enter into this Agreement. However, neither party limits nor excludes liability for fraudulent misrepresentations.

(h) Services Supply in New Zealand. Client agrees that if Services are supplied to Client in New Zealand (i) the Services are supplied for the purpose of a business and that the Consumer Guarantees Act 1993 (NZ) does not apply; and (ii) sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to the Services. Client acknowledges and agrees that it acquires the Services in trade as defined in the Fair Trading Act 1986, and that it is fair and reasonable to be bound by this clause.

(i) Applicable Law; Attorneys' Fees. The law governing this Agreement will depend on where You are located and Your Insight contracting party as follows:

- If You procure Products in the United States, then this Agreement is governed by and interpreted in accordance with the laws of the State of Delaware.
- If You procure Products in Canada (except the Province of Quebec), then this Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario. If You procure Products in Quebec, then this Agreement is instead governed by and interpreted in accordance with the laws of the Province of Quebec.

- If You procure Products in Europe with the exception of Italy, then this Agreement is governed by and interpreted in accordance with the laws of the country where Insight is located.
- If You procure the Products in Italy, then (i) this Agreement is governed and interpreted in accordance with the laws of Italy and the parties agree to submit to the exclusive jurisdiction of the Court of Milan for the resolution of any disputes between them; and (ii) the Parties acknowledge and agree that this Agreement has been negotiated between them before being finalized and therefore the articles 1341 and 1342 of the Italian Civil Code do not apply.
- If You procure Products in APAC, then this Agreement is governed and interpreted in accordance with the laws of the country set forth here:
 - If You procure Products in Australia, then the law of NSW shall apply;
 - If You procure Products in New Zealand or Singapore, then the laws of those respective countries shall apply;
 - If You procure Products in Hong Kong, then the laws of Hong Kong shall apply; and
 - If You procure Products in any other APAC region not listed here, the laws of the country where Insight is located shall apply.
- If either Party begins litigation in connection with this Agreement, the substantially prevailing Party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. This choice of jurisdiction and venue does not prevent either Party from seeking injunctive relief for violation of intellectual property rights; breach of confidentiality obligations; or enforcement or recognition of any award or order in any appropriate jurisdiction.

(j) English. The Parties acknowledge that they have requested and consented that this Agreement and all documents, notices, correspondence and legal proceedings consequent upon, ancillary or relating directly or indirectly hereto, forming part hereof or resulting here from, be drawn up in English.

- Les parties reconnaissent qu'elles ont exigé et consenti à ce que cette convention ainsi que tous documents, avis, correspondance et procédures légales consécutifs à, ayant directement ou indirectement avec, faisant partie ou découlant de cette convention, soient rédigés en anglais.

XX. DEFINITIONS.

"Affiliate" means any legal entity that owns, is owned by, or that is under common ownership with Insight or Client. Ownership means control of more than 50% interest.

"APAC" means the Asia-Pacific regions in which Insight operates, including Australia, New Zealand, Singapore, Hong Kong, and China.

"Authorised User(s)" means the individuals designated by the Client responsible to (and notified to Insight as being authorised to) raise tickets for technical support.

"Business Day" means any day which is not a Saturday, Sunday or public holiday in Insight's location.

"Chargeable Units" means the metric or other unit of measure for the usage of the Products upon which Fees for the Products are calculated and charged. Without limiting the generality of the foregoing, a Chargeable Unit may be a user, license, seat, device, mailbox, capacity, or bandwidth, as applicable to the Products (such applicability will be determined by Insight or Microsoft).

"Client" means the legal entity ordering and using Products and Cloud Care support as an end user.

"Cloud Care" means Insight's support offerings for Microsoft Products details of which are contained in the applicable Cloud Care Support Tier which shall be provided by Insight to the Client.

"Cloud Service" refers to any service or resource provisioned or purchased under the Azure Plan, regardless if provided by Microsoft or a Marketplace Vendor.

"Client Data" has the same meaning as assigned to "Customer Data" in the MCA.

"Consumption-based Products" means Online Services which are used and measured on a usage or consumption basis.

"Data Protection Legislation" means all applicable data protection legislation which may include the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for example the United Kingdom Data Protection Act 2018, as amended or succeeded from time to time, in the EU and any individual jurisdiction. Terms used throughout this clause including "data controller", "data processor", "data subject", "personal data" and "processing" are as defined in the Data Protection Legislation.

“Early Termination Charges” means fees due from and payable by Client in the event of cancellation of a Subscription before its term ends, being Insight’s remaining charges for fixed term Subscriptions for the remaining period of such Subscription.

“Europe” the countries and locations identified by Microsoft as being the "Europe Region and Market", as amended by Microsoft from time to time.

“Fees” means the fees for the Products purchased by Client under this Agreement, including without limitation, Subscription Fees, as described in this Agreement.

“Fixed Term Products” means seat-based Online Services Products designated by Microsoft as “New Commerce” which are purchased for a designated and fixed term under a Subscription.

“Initial Term” means (i) Client’s initial Subscription Period (for Fixed Term Products) or (ii) Client’s initial period of consumption (for Consumption-based Products), in either case as set forth in the Portal.

“Marks” means (i) either party’s names, word marks, logos, logotypes, trade dress, designs or other trademarks; (ii) the trademark and trade name “Microsoft,” and all trademarks and trade names derived from it, and the trademarks owned by Microsoft and used in association with all Products or which are set out at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/en-us.aspx>, or any successor site, as Microsoft may amend; and (iii) any and all copyrights either party owns.

“Microsoft” means:

- For Clients in the United States and Canada, Microsoft Corporation; and
- For Clients in Europe and APAC, Microsoft Ireland Operations Limited.

“Microsoft Cloud Solution Provider Program” means Microsoft’s program for the provision of certain Microsoft, third party, and integrated offers and services to the Client.

“Microsoft Customer Agreement” means the agreement that Microsoft uses to convey or provide Products to Clients, as set forth in Exhibit A. Microsoft may revise the MCA at any time.

“Normal Business Hours” means 08:00 am to 5:00 pm local time, each Business Day.

“Online Services” means Microsoft-hosted services identified on the then-current Insight Cloud Care price list to which Client subscribes. Online Services do not include Software.

“Perpetual Products” mean licenses for certain on-premises Microsoft Software that a Client licenses in perpetuity.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. In the event of any conflict between the definition of Personal Data set forth in this subsection and a definition set forth in a Region-Specific Schedule, the definition in the Regional-Specific Schedule will prevail over this one.

“Portal” means the cloud administration portal identified by Insight.

“Product” means the Microsoft Online Services and Software made available to Client on the then-current Insight Cloud Care price list.

“Product Change” means the introduction, modification or other change to a Product by Microsoft.

“Registered Usage” means the number or quantity of Chargeable Units provisioned by Client directly or through Insight on behalf of Client, calculated on a prorated basis by Microsoft.

“Renewal Term” means (i) the Client’s Subscription Period which follows the Initial Term (for Fixed Term Products), or (ii) Client’s period of consumption which follows the Initial Term (for Consumption-based Products).

“Security Incident” means the confirmed accidental or unlawful destruction, and/or loss, alteration, unauthorised disclosure of, and/or access to Client Data.

“Service Level Agreement” or **“SLAs”** means the service levels or service level agreements pertaining to, among other things, the nature and quality of the Products. The SLAs agreed upon under this Agreement, if any, shall be set forth in Exhibit B and Exhibit C.

“Software” means licensed copies of Microsoft software identified on the then-current Insight Cloud Care price list.

“Standard Rate” means Insight’s pricing which is based upon the Registered Usage and the Products at the rates set forth in the Portal.

“Subscription” means an order for a quantity of Products for a defined term (e.g.: 1, 12, or 36 months).

"Subscription Fees" means recurring fees for the Products during the applicable Subscription Period based on the actual Chargeable Units and the Products ordered by Client.

"Subscription Period" means a monthly, yearly, or multiyear billing period, as indicated online in the Portal or as may be set forth in an order form.

"Term" means collectively, the "Initial Term" and, if applicable, any "Renewal Term."

"Terms of Use" means Microsoft's terms and conditions associated with the use of the Products by Client, attached as Exhibit A of this Agreement.

"Territory" means:

- For Clients in the United States, Territory means the United States of America, including Native or indigenous reservations and its possessions, territories, and commonwealths; for the purposes of this Agreement, "United States" includes (i) American Samoa, (ii) Guam, and (iii) Northern Mariana Islands (collectively, the "U.S.");
- For Clients in Canada, Territory means Canada and its possessions, territories, and provinces (collectively, "Canada"); and
- For Clients in Europe and APAC, Territory means the country where You are procuring Products.

"Third Party Claim" means any third party claims or allegations against Insight that arise out of or are connected with Client's failure to pay Insight, Client's violation of any applicable terms of use with respect to the Products, or any intentionally wrongful or negligent act or omission by Client with respect to its usage of the Products.

"Third Party Offer" means an offer available through the Microsoft Cloud Solution Provider Program to resell, manage, bill and support third party SaaS solutions along with the Microsoft Cloud Solution Provider Program. Third-Party Offers are provided by developers and subject to the terms of the associated Third-party Customer Agreement and policies of that developer.

"Transfer Fee" means twenty (20) percent of the Fees Insight would have collected from Client for the remainder of Client's Term. For Consumption-based Products, Insight will multiply Client's last full month's invoice by the number of months remaining in the Term to calculate the Transfer Fee.

"Usage Commitment" means the greater of: (i) the Registered Usage selected by Client, or (ii) the then-current Registered Usage as reported to Insight by Microsoft and upon which Insight invoices Client for the applicable Usage and Subscription Period during the applicable Term.

"Vendor" or **"Microsoft"** is the entity that provides the Products, as described in the Vendor Terms and offered by Insight under this Agreement, including Third-Party Software licensors (if any).

"Vendor Terms" means, collectively, Microsoft's terms and conditions associated with the use of the Products, including but not limited to: (i) Microsoft's Cloud Agreement; and (ii) Microsoft's Online Services Terms, as may be further referenced in Exhibit A; and (iii) SLAs, if applicable, as may further be referenced in Exhibit B.

EXHIBIT A
VENDOR'S TERMS

BY EXECUTING THIS AGREEMENT, CLIENT ACKNOWLEDGES AND CERTIFIES THAT IT HAS READ, ACCEPTS AND WILL AT ALL TIMES COMPLY WITH: (1) MICROSOFT'S ONLINE SERVICES TERMS; AND (2) MICROSOFT'S CUSTOMER AGREEMENT. CLIENT SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED VENDOR TERMS.

1. The **Microsoft Online Services Terms** can be found at:

<https://www.microsoft.com/licensing/terms/Licensing Documents>

2. The **Microsoft Customer Agreement** is available from Client's tenant accessed through the Microsoft Online Services Portal;

OR

Client can accept the current applicable regional version of the MCA through the <https://buy.insight.com> portal under Account.

<https://www.microsoft.com/licensing/docs/customeragreement>

EXHIBIT B
SERVICE LEVEL AGREEMENT
(ONLINE SERVICES AND AZURE SERVICES)

The provisions of this Exhibit B (or as otherwise provided by Microsoft), specify the performance and quality commitments offered by the Microsoft to Client:

1. The **Service Level Agreement for Microsoft Online Services** can be found at:

<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>

The terms and conditions located at the above-referenced URLs establish a direct agreement between Client and Vendor.

EXHIBIT C

Cloud Care Definitions and SLAs

Insight Cloud Care provides our clients who purchase Microsoft cloud subscriptions from Insight via Microsoft's Cloud Solution Provider (CSP) Program, with a core set of reactive technical support services to assist with challenges that might arise in consuming Microsoft cloud services. Insight Cloud Care is not available for any third-party Marketplace Offers.

Insight Cloud Care is available for the following Microsoft cloud platforms:

- Insight Cloud Care for Microsoft 365
- Insight Cloud Care for Azure
- Insight Cloud Care for Dynamics 365

Insight Cloud Care Support

Insight's support role is to provide the following services for Your Microsoft cloud subscriptions purchased with Insight:

1. Troubleshoot and provide technical guidance for break/fix client issues, including escalation to Microsoft when necessary.
2. Gather and validate information related to specific technical support requests.
3. Provide issue coordination and resolution management.
4. Maintain communication with the client to help ensure that issues are addressed on an ongoing basis.

Authorised Users

Only Authorised Users are permitted to create tickets for technical support. Insight accepts no liability for any losses incurred resulting directly or indirectly from instructions received from Authorised Users and it is the responsibility of the Client to promptly notify Insight of any changes to Authorised Users. Authorised Users are expected to have a good understanding of the technology being supported and appropriate skillset to assist Insight with troubleshooting.

Scope and Levels of Cloud Care

- A maximum of 5 Authorised Users are permitted to create / request a ticket.\
- In all regions, Additional Authorised Users may be added if agreed by both parties.

Inclusions - limited to Authorised Users in the client tenant:

- Break/Fix for Microsoft 365, Azure, and Dynamics 365 cloud products purchased from Insight as a cloud subscription under Microsoft's Cloud Solutions Provider (CSP) Program
- Licensing issue resolution (for products purchased from Insight through the CSP program)
- Billing support (for products purchased from an Insight provided cloud subscription)
- Support utilising Insight's self-service portal

Insight may, at its discretion, provide support on a case-by-case basis for the following:

- Break/Fix for on-premises components of a Hybrid Microsoft 365 configuration that impact on Microsoft 365 services, for example:
 - Active Directory synchronisation
 - Exchange

Not Included:

- How-To guidance for Office 365, Microsoft 365, Azure, and Dynamics 365 administration
- Break/Fix, troubleshooting, or configuration changes for endpoint related issues, servers, operating systems or installed software
- Formal Root Cause Analysis
- Cyber Security Incident Response (please note that Insight does offer this service, but it isn't included CloudCare)

- Break/Fix for on-premises servers, networking, or bandwidth issues
- Break/Fix for B2C / External ID tenants
- Configuration changes for on-premises servers, including those which are part of a Hybrid Microsoft 365 configuration
- Support for products or services from vendors other than Microsoft
- Support for custom developed or 3rd Party Applications, Client applications, code or data
- Administration tasks which are 'business as usual' / 'day-to-day' type activities, such as Moves / Adds / Changes / Deletes (MACD) for users, groups, license allocation, and similar entities
- Migration support
- Direct support for Client users who are not one of the ServiceNow authorised users.
- Designing SharePoint sites, or other information management activities beyond Break/Fix support
- End User training
- Support for large or complex change requests or migrations/deployments (as determined by Insight – these will be deemed project work and scoped and invoiced separately)
- Patch management
- Operating system version upgrades and patching
- Support for products and licenses purchased outside of the CSP program; for example, EA agreements
- Capacity and performance planning or optimisation of existing environments
- Anything which is not explicitly listed as being included in scope, is not in scope

Service Level Objectives

Ticket Management and Prioritization Process

Insight will use the following process to manage tickets:

1. Insight's CloudCare Technical Support shall receive an incoming request for support via the provided phone number, ticketing system, or email (as applicable), and will log any further information into the ticketing system as required. For Incidents which are determined by the Client as high priority (Priority 1 or Priority 2), the Client must always notify Insight by telephone.
2. Client shall be directed, as appropriate, to a technical specialist who will coordinate Client request, problem determination, attempt resolution, perform incident analysis, track calls to closure.
3. An Insight support representative will assign a priority level to each reported request or problem based upon information provided by Client using https://www.insight.com/en_US/help/managed-services-service-levels-and-requests.html as a guide. A Priority 1 incident requires a Client representative available 24x7 to work with Insight resources to resolve (if not provided then Insight may downgrade the Priority).
4. Incident information will be updated in the Insight ticketing system and available on-line via the self-service portal.
-

Incident Management Service Level Objectives

Insight's Incident Management Service Level Objectives are detailed at https://www.insight.com/en_US/help/managed-services-service-levels-and-requests.html

Incidents designated by Insight as being Priority 1 & Priority 2 Incidents will be supported 24x7. All other incidents or requests will only be supported during Normal Business Hours.

Request Management Service Level Objectives

Service & Work Requests

Request Type	Service Level
Service Request	Objective Response: 24 hrs

Microsoft Escalation

Insight escalates issues through our support tiers as necessary and maintains a Premier Support Agreement with Microsoft for issues which are deemed by Insight as requiring Microsoft escalation. When escalating to Microsoft, Insight adheres to Microsoft's severity levels. Severity levels are assigned to a case when it is opened, based on an assessment of the issue type and customer impact. Issue resolution times may be dependent on Microsoft. Please refer to Microsoft documentation regarding its support Service Level Objectives, such as at <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>. If the issue reported to Microsoft is found to be due to a 3rd party or other unsupported issue, Insight may charge the price of the tech support escalation back to the client.

Support contacts

Insight's contact details for utilising the Insight Cloud Care service are as follows; however, in most cases Clients should contact support through the portal as the primary form of contact unless the incident requires an escalated priority.

Support Portal URL

<https://services-global.insight.com/sp>

By Phone:

- **USA and Canada:** 1-800-535-1506 (Option 1 for M365, Option 2 for Azure)
- **Canada (In French):** +1 614-412-6155 (Option 1 for M365, Option 2 for Azure)
- **Australia:** +61 2 8978 2142
- **New Zealand:** +64 4831 0276
- **Singapore:** +65 3159 1141
- **Hong Kong:** +852 2972 8238
- **Ireland:** +35315268502
- **Netherlands:** +31207975840
- **France:** +33185653504
- **Italy:** +390683364803
- **Spain:** +34935452384
- **Belgium:** +3228954009
- **Austria:** +4372070028585
- **Switzerland:** +41225954952
- **Sweden:** +46853527961
- **Germany:** +4961316244399
- **UK:** +443444723245

By E-mail (Asia Pacific (APAC) Only): CSP.Support@Insight.com

Further Information

For service questions or additional information please contact Insight at the following:

- **North America (US and Canada):** microsoftcloudcare@insight.com
- **Australia/New Zealand:** anz_csp@insight.com
- **Singapore:** ordermgmt.sg@insight.com
- **Hong Kong:** services.hongkong@insight.com
- **Europe:** +44 (0) 344 846 3333

Thank you for choosing to entrust your Microsoft cloud to Insight!

EXHIBIT D

Azure Plan

PROVISIONING AND USE OF AZURE. Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

TERM/TERMINATION. Cloud Services start once provisioned by Insight on Client's behalf. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice. If Client requests to transfer their Azure to another partner mid-term, Insight will charge Client the Transfer Fee.

FEES AND INVOICING. Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Insight may change the fees it charges all clients for Cloud Services due to changes in Microsoft's pricing and changes to its channel partner programs.

MICROSOFT AZURE PLAN

- For North America clients, with administrative access Client will earn 3% off of MSRP for consumption-based resources.
- For EMEA and APAC Clients, please work with Your account team to understand the pricing for your Azure environment.
- If Insight's administrative access is removed from Client's account, then Client will be invoiced above MSRP based on their discount.
- If Client has signed a separate Azure order form with Insight, that will supersede any conflicting transactional terms contained herein.
- Upon creation of Client's Azure subscription, Insight is assigned administrative access to Client's Azure subscriptions via the Foreign Principal Group by default. The Foreign Principal Group is a type of Azure Active Directory Group within Azure. The Foreign Principal Group grants Insight's specified CSP administrators and engineers the ability to assist with managing Azure subscriptions and the resources contained within. Insight utilizes the Foreign Principal Group to assist Client with specific requests such as: Azure support resolution, assignment of owner rights, password resets, Azure Reserved Instances and adding new Azure subscriptions. Insight's administrative access through the Foreign Principal Group is only utilized with Client's specific authorisation to perform a Client directed request and does not grant Insight access or visibility to Client's data. Should Microsoft change the levels of access administered through the Foreign Principal Group such that Insight is able to access client data, Insight will notify client of such change and work with client to identify a new level of access if required, as mutually agreed.

AZURE SERVICES NOT SUBJECT TO DISCOUNT

Microsoft offers several types of Azure services ("Azure Services") that are not subject to discount, including but not limited to: Azure Reservations, Savings Plans, and TelCo Credits. Client agrees to pay fees quoted at the time of Client's order of any such item. Such purchases may be invoiced (i) monthly; or (ii) up-front, in full, for the entire term. All such programs have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). In addition, the following terms apply to such purchases:

- **Exchange Policy for Azure Services:**
 - Client can return multiple existing reservations to purchase a new reservation of the same type. Client can't exchange reservations of one type for another.
 - An exchange is processed as a refund and repurchase – different transactions are created for the cancellation and the new purchase. The prorated reservation amount is refunded for the reservations that are traded in. Client is charged fully for the new purchase.
 - The new purchase total must be equal to or be greater than the returned amount to qualify.
 - The new reservation purchased as part of the exchange has a new term starting from the time of the exchange.
 - There is no penalty or annual limits for exchanges.
- **Refund Policy:**
 - If Client cancels a reservation, Microsoft may issue an Early Termination Charge.
 - The refund Client receives for a cancellation is the remaining pro-rated balance minus the Early Termination Charge if applicable.
 - The client refund amount is subject to change at Microsoft's discretion as set forth in the Microsoft Product Terms.

AZURE MARKETPLACE

Client may purchase Offers from Microsoft's Azure Marketplace ("Marketplace"). The purchasing and billing terms for Marketplace purchases will be governed by this Agreement and the applicable Microsoft terms governing all Marketplace purchases. Microsoft's Azure Marketplace Terms and Conditions are referenced [here](#). Client must have an active Azure subscription through Insight for all Marketplace purchases. Insight may charge an Administration Fee for Azure Marketplace purchases as per section V.

Quote Date : 8/25/2026
Price List : USDirectNCE08012026 Commercial
Client Executive : Dan Trivett
License Type : New Commerce - License Based Services
Segment : Government
Client Class : Class54

Quote Prepared By: Abhishek Gaur

Microsoft Cloud Subscriptions

[illegible]

InsightCloud®Care Support and Services:

- 24/7 break/fix technical support help desk, backed by Insight's Premier Support contract with Microsoft
- Assisted on-boarding to Insight's Cloud Commerce Experience <https://buy.insight.com> - Self-service license management portal
- Access to Cloud Success Team for ongoing licensing and consumption optimization
- Advice from Technical Solutions Consultants for Modern Work, Azure, and Dynamics
- InsightCloud® Success Toolkit

Annual Payment Total : \$ 160,762.73

*Note: All quotes expire at end of month

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options. This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case that separate agreement will govern. InsightCloud® Care Terms and Conditions can be found here: <https://www.insight.com/microsoft-csp-agreement>

The Cloud Solution Provider (CSP) Cancellation/Change Policy is 7 Days from Date/Time of Purchase.
Additionally, download links for software and software subscriptions purchased through Partner Center will have an expiry date of seven (7) days from initial download.
If this is a Partner to Partner Transfer, pricing is subject to the final information that Microsoft sends during the transfer request.



Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Quote Number 00006333

Prepared By Sarah Fischer
Phone (720) 615-3965
Email sarah@cosipa.gov

Contact Name Jeremy Perkins
Phone (303) 335-4555
Email jperkins@louisvilleco.gov

Bill To Name City of Louisville
Bill To 749 Main Street
Louisville, CO 80027

Ship To Name City of Louisville
Ship To 749 Main St
Louisville, CO 80027

Product	Line Item Description	Sales Price	Quantity	Total Price
Microsoft 365 G3 (Governmental Community Cloud Pricing)	One Year Term	\$426.82	347.00	\$148,106.54
Microsoft 365 GCC G5 (Governmental Community Cloud Pricing)	One Year Term	\$675.80	10.00	\$6,758.00
Microsoft Copilot Studio for GCC (Governmental Community Cloud Pricing)	One Year Term	\$2,371.20	2.00	\$4,742.40
Planner and Project Plan 3 (Governmental Community Cloud Pricing)	One Year Term	\$355.68	2.00	\$711.36
Planner Plan 1 (Governmental Community Cloud Pricing)	One Year Term	\$118.56	4.00	\$474.24
Power Apps per user plan (Governmental Community Cloud Pricing)	One Year Term	\$237.12	2.00	\$474.24
Power Automate per user with attended RPA plan (Governmental Community Cloud Pricing)	One Year Term	\$177.84	5.00	\$889.20
Power BI Premium Per User (Governmental Community Cloud Pricing)	One Year Term	\$260.84	1.00	\$260.84
Power BI Pro (Governmental Community Cloud Pricing)	One Year Term	\$130.42	27.00	\$3,521.34
Microsoft Teams Audio Conferencing with dial-out to USA/CAN (Governmental Community Cloud Pricing)	One Year Term	\$0.00	347.00	\$0.00
Visio Plan 2 (Governmental Community Cloud Pricing)	One Year Term	\$177.84	2.00	\$355.68

Description Budgetary quote for the City of Louisville to
renew the listed Microsoft products and/or
services through SIPA for a One Year Term.

Grand Total \$166,293.84

PLEASE NOTE: This quote is for budgetary
purposes only and pricing is subject to change.

Additional Details

Additional Details



Please note: This quote is for budgetary purposes only. Please do not submit a Purchase Order against this document. Pricing is subject to change. Please let us know if you would like an official quote, which will include a period of performance, final pricing, and terms and conditions.



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 7/29/26
Account Manager Ashton Ryan

Enterprise Quote
for

VSL Specialist Maurice Grant
Channel Price Sheet Month Jul-26

City of Louisville, Colorado
As Is Renewal
Contract: Sourcewell 121923 CDWG-
Software GOV only

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #		Description	Level	Quantity	Year 1		Year 2		Year 3		
					Price	Extended	Price	Extended	Price	Extended	
		Enterprise Products									
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	347	\$ 436.55	\$ 151,482.85	\$ 436.55	\$ 151,482.85	\$ 436.55	\$ 151,482.85		
AAL-45735	M365 G5 GCC Sub Per User	D	10	\$ 671.62	\$ 6,716.20	\$ 671.62	\$ 6,716.20	\$ 671.62	\$ 6,716.20		
		Additional Products									
YGD-00001	Copilot Studio GCC Sub (Messages)	D	1	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00	\$ 2,544.00
8S2-00003	Copilot Studio Legacy USL GCC Sub Per User	D	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EP2-24658	M365 Copilot GCC Sub Add-on	D	2	\$ 381.60	\$ 763.20	\$ 381.60	\$ 763.20	\$ 381.60	\$ 763.20	\$ 381.60	\$ 763.20
7MS-00001	Planner & Project P3 GCC Sub Per User	D	2	\$ 285.44	\$ 570.88	\$ 285.44	\$ 570.88	\$ 285.44	\$ 570.88	\$ 285.44	\$ 570.88
PF1-00002	Planner Plan 1 GCC Sub Per User	D	4	\$ 95.15	\$ 380.60	\$ 95.15	\$ 380.60	\$ 95.15	\$ 380.60	\$ 95.15	\$ 380.60
SEL-00001	Power Apps Premium GCC Sub Per User	D	2	\$ 223.87	\$ 447.74	\$ 223.87	\$ 447.74	\$ 223.87	\$ 447.74	\$ 223.87	\$ 447.74
1O5-00001	Power Automate Premium GCC Sub Per User	D	5	\$ 167.90	\$ 839.50	\$ 167.90	\$ 839.50	\$ 167.90	\$ 839.50	\$ 167.90	\$ 839.50
6U1-00004	Power BI Premium USL GCC Sub Per User	D	1	\$ 209.37	\$ 209.37	\$ 209.37	\$ 209.37	\$ 209.37	\$ 209.37	\$ 209.37	\$ 209.37
DDJ-00001	Power BI Pro GCC Sub Per User	D	27	\$ 104.56	\$ 2,823.12	\$ 104.56	\$ 2,823.12	\$ 104.56	\$ 2,823.12	\$ 104.56	\$ 2,823.12
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	347	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P3U-00001	Visio P2 GCC Sub Per User	D	2	\$ 142.72	\$ 285.44	\$ 142.72	\$ 285.44	\$ 142.72	\$ 285.44	\$ 142.72	\$ 285.44
Total					\$ 167,062.90	Total		\$ 167,062.90	Total		\$ 167,062.90
Three Year Total					\$ 501,188.70						

Notes

No Tax Referenced

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Subject: Resolution No. 84, Series 2026 — A Resolution Approving an Agreement with Jason Mumm Consulting Services for Utility Finance Consulting Services

Date: September 15, 2026

Prepared By: Cory Peterson, Deputy Director of Utilities

Presented By: Kurt Kowar, Director

Summary:

Staff recommends approval of a resolution to approve a sole source agreement with Jason Mumm Consulting Services (JMCS) to independently evaluate water, wastewater, and stormwater finances for Utility Rate, Cost-of-Service, and Fee Studies. The proposed authorization is a not-to-exceed contract of \$136,500 and a 20% contingency of \$27,500 for a total of \$164,000.

Background / Prior Discussions:

The City's last major utility rate and tap fee evaluation was conducted in 2013 and has served as the baseline for the rate-setting process since then. The proposed JMCS scope provides a periodic, independent review to ensure the City's methods and assumptions remain current and consistent with industry standards. The review will evaluate water, wastewater, and stormwater finances and recommend updates that reflect current service costs, infrastructure needs, and Council priorities. Recommendations will address rate stability, equitable cost allocation among customer classes, and affordability while maintaining the financial sustainability and reliability of the City's utility systems.

Staff recommends sole source selection of JMCS based on Jason Mumm's extensive experience and specialized expertise in utility rates, cost-of-service studies, and tap fees. His qualifications include 30 years of municipal utility consulting, extensive Colorado experience, service as chair of the American Water Works Association's Rates and Charges Committee, and work as a primary editor of AWWA Manual M1. This expertise, combined with his familiarity with Louisville's current analysis and policy questions, will allow him to provide an informed, independent review and practical recommendations tailored to the City's needs.

This work builds on recent discussions with the City Council and Finance Committee regarding the financial evaluation that may be applied to future rates. A future financial evaluation was briefly presented to the City Council at its [April 28, 2026](#), meeting, and the Finance Committee continued the discussion on [July 16, 2026](#). Staff presented options for improving revenue stability, aligning charges with the cost of service, and planning for capital investment and future growth. The JMCS review will provide an independent evaluation of the assumptions and methods underlying these discussions and help guide future rate decisions.

Development Proposal:

N/A

Analysis:

The proposed scope of work is broken down as follows:

- Water, irrigation, and sewer tap fee study - Deliverables include draft and final tap fee memoranda, a recommended fee schedule with transition scenarios, an Excel fee model, a permitted-capacity and rental-charge framework if pursued by the City, proposed supporting policies or ordinance amendments, and Finance Committee and Council presentation materials.
- Cost-of-service studies - Deliverables include Excel cost-of-service models and a technical memorandum with unit costs by customer class and component for each authorized utility.
- Rate structure design and options - Deliverables include adoption-ready rate schedules for the selected option or options, a customer bill impact analysis, and a rate-design memorandum.
- Price elasticity and measurement plan - Deliverables include an elasticity memorandum documenting source studies, pooled ranges, and their application, and a written plan for future local measurement.
- Independent analysis and reconciliation - Deliverables include an independent analysis and variance-reconciliation memorandum, a professional opinion letter on Consultant's results and their defensibility under industry practices and Colorado law in coordination with City counsel, and method notes for future staff updates.
- Financial plan and capital funding review - Deliverables include a financial plan and capital funding memorandum with validated trigger years, funding amounts, and recommendations for pay-as-you-go versus bond financing.
- Public engagement and Council support - Deliverables include meeting attendance, presentation support, and technical review of public materials.
- Fee and ordinance crosswalk - Deliverables include a crosswalk covering all three utilities, a findings memorandum, and recommended code amendments.

The review is targeted for completion by the end of the second quarter of 2027, with the proposal anticipating completion of active consulting work by mid-March. Staff intends to incorporate recommendations into the 2027 rate-setting process where timing allows. Follow-up analysis and evaluation of recommendations may continue through 2027 as needed. Proposed changes to rates, fees, or ordinances may require longer implementation periods depending on their complexity, the desired level of customer engagement, and the time needed for Finance Committee review. Any proposed changes will return for City Council consideration and approval.

Council Work Plan:

Consultant scope will provide direct support to the Council goal of ensuring competitive prices for all utility services.

Fiscal Impact:

The proposed evaluation was not included in the current operating budget and will be added through a future budget amendment coordinated with the Finance Department. Utility fund reserves are sufficient to cover the cost. Costs will be allocated to professional services budget line items as follows: 50% to the Water Fund, 30% to the Wastewater Fund, and 20% to the Stormwater Fund.

Alternatives:

1. **Approve smaller scope.** Authorize a single or a few tasks and return with the remaining scope after reviewing those results. This will limit the consultant's availability and impact the completion schedule.
2. **Modify or defer the engagement.** Council may revise the scope, change priorities, or defer approval. Deferral would delay the independent review and could affect future rates.
3. **Decline the agreement.** Staff could continue internal analysis or pursue another consultant. This would require a revised work plan and schedule for independent review.

Recommendation:

Staff recommends City Council approve the resolution for the Agreement with JMCS for a not to exceed amount of \$136,500 plus a 20% contingency in the amount of \$27,500 for a total amount of \$164,000, authorize staff to execute change orders for project contingency, and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute purchase documents on behalf of the City.

Attachments:

1. Resolution No. 84, Series 2026
2. 2026-09-15 JMCS Contract - Final (signed)

**RESOLUTION NO. 84
SERIES 2026**

**A RESOLUTION APPROVING AN AGREEMENT WITH JASON MUMM
CONSULTING SERVICES FOR UTILITY FINANCE CONSULTING SERVICES**

WHEREAS, an agreement has been proposed between the City and Jason Mumm Consulting Services for utility finance consulting services, including the preparation of tap fee and rate studies and financial plans; and

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

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

Section 1. The City Council hereby approves the Agreement by and between the City of Louisville and Jason Mumm Consulting Services for Utility Finance Consulting Services (the "Agreement") in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is hereby authorized to execute the 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.

PASSED AND ADOPTED this 15th day of September, 2026.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**AGREEMENT BY AND BETWEEN THE CITY
OF LOUISVILLE AND JASON MUMM
CONSULTING SERVICES
FOR UTILITY FINANCE CONSULTING
SERVICES**

1.0 PARTIES

This AGREEMENT (this "Agreement") is made and entered into this _____ day of September, 2026 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Jason Mumm, an individual, d/b/a Jason Mumm Consulting Services, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing Utility Finance Consulting services as further set forth in the Contractor's Scope of Services set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

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

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cory Peterson as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Cory Peterson and such person's designees.
- 5.2 The Contractor designates Jason Mumm as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Jason Mumm, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to October 1, 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirement.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

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

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

to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

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

14.0 INSPECTION AND AUDIT

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

audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

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

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street

Louisville, CO 80027
e-mail: dlangleyle@louisvilleco.gov

If to the Contractor:

Jason Mumm

1956 W 166th Dr.

Broomfield, CO 80023

jgmumm@water8s.com

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:  _____

By: Jason Mumm
Title: Owner/ Principal

Exhibit A – Scope of Services

Total compensation for services under this Exhibit A shall not exceed \$136,500. Services will be billed on a time-and-materials basis.

The City may authorize the work in phases and establish priorities among tasks. Consultant will perform only authorized tasks, subject to the applicable task limits and the total contract limit. Consultant will invoice monthly for actual time worked. The estimated hours below are planning estimates. The corresponding fees establish the not-to-exceed amounts for the listed work.

Task	Scope	Hours	Fee limit
1	Water, irrigation, and sewer tap fee study	94	\$23,500
2	Cost-of-service studies	116	\$29,000
3	Rate structure design and options	120	\$30,000
4	Price elasticity and measurement plan	40	\$10,000
5	Independent analysis and reconciliation	40	\$10,000
6	Financial plan and capital funding review	72	\$18,000
7	Public engagement and Council support	48	\$12,000
8	Fee and ordinance crosswalk	16	\$4,000
	Total	546	\$136,500

Task 1 Water irrigation and sewer tap fee study: Consultant will conduct a kickoff meeting, confirm study goals and policy questions, issue a data request, and review fixed-asset records, the capital plan, treatment expansion costs and phasing, and the water-rights portfolio. Consultant will develop an Excel fee model using buy-in, incremental, or combined methods as appropriate, drawing on AWWA Manual M1 and WEF Manual of Practice No. 27. The analysis will value existing and planned capacity, update the water resources component to current market value, recalculate credits, and evaluate the rational nexus and applicable Colorado requirements. Consultant will evaluate water-rights book cost versus current market value and the single-family-equivalent demand factor against metered use. If a revised demand factor is recommended, the analysis will address existing connections, grandfathering, and transition options. Consultant will evaluate fee collection options, including secured payment plans with interest and deferral or installment treatment for affordable and small-scale development. Consultant will coordinate with City counsel on TABOR and gift-clause questions and provide Front Range benchmarking with attention to differences in water portfolios and service costs.

If directed by the City, Consultant will develop a demand-based scaling basis for tap fees, permitted capacity commitments, a capacity rental charge for use exceeding those commitments, supporting terms and policies, and treatment of legacy connections.

Deliverables. Draft and final tap fee memoranda, a recommended fee schedule with transition scenarios, an Excel fee model, a permitted-capacity and rental-charge framework if pursued by the City, proposed supporting policies or ordinance amendments, and Finance Committee and Council presentation materials.

Task 2 Cost of service studies: Consultant will establish current revenue requirements for each utility from operating costs, debt service, capital funded from rates, and reserve and coverage targets. Consultant will allocate costs to system functions and customer classes and calculate unit costs by class and component. Water allocations will address base, maximum-day, maximum-hour, customer, fire protection, and meter costs. Consultant will test staff's peak-related cost assumptions and document estimates based on system design criteria and peer demand curves where local maximum-hour data are unavailable. Wastewater allocations will address flow, biochemical oxygen demand, suspended solids, and customer costs, including the cost basis for environmental compliance and industrial surcharges. Stormwater analysis will evaluate the demand basis, including impervious area, and potential detention and green infrastructure credits and their financial impacts. Task 2 will establish the current baseline for the projections in Task 6.

Deliverables. Excel cost-of-service models and a technical memorandum with unit costs by customer class and component for each authorized utility.

Task 3 Rate structure design and options: Consultant will develop rate options based on City direction and the cost-of-service results. Water options will address fixed charges, tier breakpoints and rates, seasonal signals, charging from the first gallon, and any water-budget or super-saver alternatives retained by the City. Consultant will model monthly bill impacts across the residential distribution and nonresidential classes. Each option will address revenue stability, conservation signals, essential indoor use, and a multiyear phase-in that limits annual bill changes. Consultant will apply Task 4 elasticity assumptions and evaluate revenue variability under wet- and dry-year conditions, coordinated with the reserve and rate stabilization measures in Task 6. Consultant will provide interim tier-block adjustment options early in this task for consideration during the City's routine 2027 rate adjustment. For water-budget options, Consultant will identify the required irrigable-area data and assess which designs the available data support. Field or GIS validation of irrigable area is a City responsibility and is excluded from Consultant's scope. Wastewater options will address fixed and volumetric revenue, winter-quarter averaging, strength-based environmental compliance and industrial surcharges, and reuse pricing. Stormwater options will compare flat account charges, tiered impervious-area charges, and measured impervious-area charges for billing feasibility and cost support. Consultant will evaluate a heavy-irrigation charge, including its cost or policy basis and its relationship to tiered rates, landscape-differentiated tap fees, and the capacity rental framework in Task 1.

Deliverables. Adoption-ready rate schedules for the selected option or options, a customer bill-impact analysis, and a rate-design memorandum.

Task 4 Price elasticity basis and measurement plan: Consultant will document research-based price elasticity ranges by customer sector and end use, including indoor and outdoor residential, commercial, and industrial demand. Consultant will document the underlying studies, pooling method, confidence intervals, and limitations of applying these estimates to Louisville. Consultant will apply the ranges through Monte Carlo analysis to estimate potential water savings and revenue effects under proposed rates and refine the modeled rates accordingly. Consultant will develop a plan for measuring local price elasticity as AMI data and future price changes provide a sufficient basis for analysis.

Deliverables. An elasticity memorandum documenting source studies, pooled ranges, and their application, and a written plan for future local measurement.

Task 5 Independent analysis and variance reconciliation: Consultant will independently develop results for Tasks 1 through 4 and 6 from source data, then compare those results with a documented, dated copy of staff's model and assumptions held fixed for the comparison. Consultant and City staff will define the level of detail for reconciliation. Consultant will explain material differences by input or method, identify agreement and divergence, and provide methods staff can use in future updates. Undocumented assumptions will be clarified with staff or identified as unreconciled. Material differences from figures previously presented to the Finance Committee will be reviewed with staff before presentation.

Deliverables. An independent analysis and variance-reconciliation memorandum, a professional opinion letter on Consultant's results and their defensibility under industry practices and Colorado law in coordination with City counsel, and method notes for future staff updates.

Task 6 Financial plan and capital funding review: Consultant will test the assumptions in staff's 50-year financial projection against the adopted capital plan and draft Utility System Infrastructure Plan. The review will address water rights, treatment and storage expansion timing and cost, pay-as-you-go and bonded funding, debt service coverage, and reserves. Consultant will confirm or revise investment trigger years and funding amounts and prepare wastewater and stormwater plans at a lighter level of detail. The analysis will show combined utility bill effects over the next decade and connect future funding needs to Task 2 unit costs and Task 3 rate options.

Deliverables. A financial plan and capital funding memorandum with validated trigger years, funding amounts, and recommendations for pay-as-you-go versus bond financing.

Task 7 Public engagement and Council support: Consultant will attend Finance Committee and Council meetings and provide presentation support within the authorized meeting budget. Consultant will review City public-facing materials for technical accuracy and neutral tone. Meeting priorities and attendance will be coordinated with the City.

Deliverables. Meeting attendance, presentation support, and technical review of public materials.

Task 8 Fee and ordinance crosswalk: Consultant will inventory charges collected by all three utilities and identify the authorizing ordinance, resolution, or code section. The inventory will include tap and development fees, the expansion charge and five-fixture-unit trigger, environmental compliance and industrial surcharges, reuse charges, meter and service fees, penalties, and other billed charges. For each charge, Consultant will record the authorized and actual charge, when the amount was last established, and its basis. Consultant will identify unclear or unused authority, outdated cost bases, conflicting definitions, and obsolete provisions, and prepare recommended amendments for City Attorney review.

Deliverables. A crosswalk covering all three utilities, a findings memorandum, and recommended code amendments.

Subject: Presentation: Housing Strategic Framework — Trestle Strategy Group

Presentations are informational only. While Council may ask questions and have discussion, no action will be taken by Council. There will be one round of public comment.

Date: September 15, 2026

Prepared By: Rob Zuccaro, Director

Presented By: Rob Zuccaro, Director

Summary:

On August 6, 2025, the City entered into an agreement with Trestle Strategy Group to develop a strategic framework for prioritizing the use of approximately \$2 million in Council-designated affordable housing funds. The agreement scope also included identifying potential development opportunities and partners.

At this meeting, Danica Powell will be presenting Trestle Strategy Group's final report to City Council outlining their recommendations. Council will have the opportunity to review and discuss the recommendations with staff and Trestle Strategy Group.

Background / Prior Discussions:

City Council has budgeted \$2 million in the capital fund to support the development of affordable housing. These funds are intended to provide financial assistance for affordable housing projects, including potential land acquisitions or other subsidies that help make such projects financially feasible.

Trestle Strategy Group made an initial presentation on December 2, 2025, to review potential funding strategies, case studies, and cost-benefit analyses of various policy options with Council (see Attachment No. 2 for December 2, 2025 slide deck).

Development Proposal:

N/A

Analysis:

The [2024 City of Louisville Housing Plan](#) includes the following Goals and Strategies:

Goal 1: Increase residential development opportunities in Louisville

Goal 2: *Expand and maintain access to affordable housing*

Goal 3: *Diversify Louisville’s housing stock*

Strategy 1: *Targeted policy and zoning code changes to reduce barriers for residential development*

Strategy 2: *Leverage funding opportunities and partnership to support income-restricted affordable housing*

Strategy 3: *Comprehensive policy and zoning code changes to better support residential development and allow more diverse housing types.*

This project supports each of the Housing Plan goals, and specifically supports Strategy 2 by guiding the use of designated housing funds to leverage funding opportunities and partnerships.

Council Work Plan:

Housing is one of four primary topic areas in the 2026 City Council Work Plan. This project is specifically called out under the housing priority.

Affordable Housing Strategic Framework and Funding Prioritization – (Lead: Community Development Director)	Consultant study to develop strategies and framework for how to utilize and prioritize affordable housing funding.	Anticipate two meetings. One meeting to inform strategy and priority development and second meeting to review consultant recommendations for potential projects and strategic funding opportunities.	TBD	TBD
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Fiscal Impact:

N/A

Alternatives:

N/A

Recommendation:

This item does not include a staff recommendation.

Attachments:

1. Trestle Final Report September 2026
2. Trestle Presentation December 2025

SUBJECT: TRESTLE STRATEGY GROUP AFFORDABLE HOUSING
STRATEGIC FRAMEWORK WORK SESSION

DATE: DECEMBER 2, 2025

PREPARED BY: ROB ZUCCARO, COMMUNITY DEVELOPMENT DIRECTOR
DANICA POWEL, TRESTLE STRATEGY GROUP

PRESENTED BY: DANICA POWEL, TRESTLE STRATEGY GROOU

SUMMARY:

On August 6, 2025, the City entered into an agreement with Trestle Strategy Group to develop a strategic framework for prioritizing the use of approximately \$2 million in Council-designated affordable housing funds. The agreement scope also included identifying potential development opportunities and partners.

Trestle Strategy Group made an initial presentation on December 2, 2025, to review potential funding strategies, case studies, and cost-benefit analyses of various policy options with Council (see Attachment No. 2 for December 2, 2025 slide deck).

At this meeting, Danica Powel will be presenting Trestle Strategy Group's final report to City Council outlining their recommendations.

BACKGROUND / PRIOR DISCUSSIONS:

City Council allocated \$2 million in the 2025 budget to support the development of affordable housing. These funds are intended to provide financial assistance for affordable housing projects, including potential land acquisitions or other subsidies that help make such projects financially feasible.

ANALYSIS:

The 2024 City of Louisville Housing Plan includes the following Goals and Strategies:

Goal 1: Increase residential development opportunities in Louisville

Goal 2: Expand and maintain access to affordable housing

Goal 3: Diversity Louisville's housing stock

Strategy 1: Targeted policy and zoning code changes to reduce barriers for residential development

Strategy 2: Leverage funding opportunities and partnership to support income-restricted affordable housing

Strategy 3: Comprehensive policy and zoning code changes to better support residential development and allow more diverse housing types.

SUBJECT: AFFORDABLE HOUSING STRATEGIC FRAMEWORK WORK SESSION**DATE: DECEMBER 2, 2025****PAGE 2 OF 2**

This project directly supports each of the Housing Plan goals, and specifically Strategy 2 by guiding the use of designated housing funds to leverage funding opportunities and partnerships.

2026 COUNCIL WORK PLAN:

Housing is one of four primary topic areas in the 2026 City Council Work Plan. This project is specifically called out under the housing priority.

Affordable Housing Strategic Framework and Funding Prioritization – (Lead: Community Development Director)	Consultant study to develop strategies and framework for how to utilize and prioritize affordable housing funding.	Anticipate two meetings. One meeting to inform strategy and priority development and second meeting to review consultant recommendations for potential projects and strategic funding opportunities.	TBD	TBD
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FISCAL IMPACT:

Budgeted?: **Yes**

The 2026 budget includes \$2M of designated funds to support affordable housing development opportunities.

ALTERNATIVE(S):

N/A

RECOMMENDATION:

Staff is requesting Council feedback on the initial phase of work to develop a strategic framework that will inform the use of designated affordable housing funds.

ATTACHMENT(S):

1. Trestle Strategy Group Presentation Materials



Housing Funding Strategic Framework

Prepared for: City of Louisville, Colorado
By: Trestle Strategy Group

December 2025

TRESTLE STRATEGY GROUP - WHAT WE DO

Boulder, CO, Community Building Consulting Firm:



Complex Entitlements



Real Estate Strategy and Analysis



Community and Stakeholder Engagement



Affordable Housing



www.trestlestrategy.com

Purpose

Provide guidance for the City of Louisville to evaluate and prioritize its housing funding strategies in order to maximize impact, align with community goals, and respond to the critical community priority of increasing the supply of affordable and attainable housing.



Scope

Background

Louisville's 2024 Housing Plan identifies increasing the **supply of affordable and attainable housing as a critical community priority**. With the **availability of \$2 million in dedicated housing funds**, the City has a timely opportunity to make targeted investments that can catalyze long-term solutions. However, to ensure this funding is used strategically and leveraged to create the most impact, a **framework is needed to identify, evaluate, and prioritize options**. The scope of this project includes:

- **Engaging** directly with developers, funding partners, regulatory agencies, financial institutions, public agencies and industry experts in attainable housing **to inform the evaluation process** and **lay the groundwork for future implementation**.
- Through these conversations, **informing the investment strategy options** presented to City Council and helping ensure that any recommended projects are grounded in **practical, achievable outcomes**.

Scope

Goals

1. **Build Awareness and Transparency:** Share Louisville's housing goals and priorities to foster alignment, attract interest, and promote community trust in the process.
2. **Highlight Best Practices:** Gather insights on effective approaches to attainable housing from across the region and beyond.
3. **Identify Viable Projects:** Surface real-world development opportunities that could be supported by the \$2 million housing fund.
4. **Explore Additional Funding Sources:** Identify potential sources of gap financing or leverage opportunities to expand the impact of city investment.
5. **Establish Strategic Relationships:** Build partnerships that could support long-term housing development and future public-private collaborations.
6. **Provide Case Studies:** Document relevant examples of successful projects to illustrate feasibility, outcomes, and lessons learned.

Scope

Step 1a – Identify Investment Strategies

1. Research and define a broad **range of eligible housing investment strategies**, drawing on best practices, local needs, and stakeholder input.
2. For each strategy, outline the **structure, use cases, and potential impact**.
3. **Deliverable**: well-defined set of options to inform the evaluation framework (step 1B) to guide Council in determining priorities for investment.

Examples of potential strategies include:

- Land acquisition for future housing (land banking)
- Construction subsidies for new affordable housing
- Rental assistance or rent buy-downs to improve affordability
- Public-private development partnerships
- Development cost reductions (e.g., fee waivers, expedited permitting)
- Incentives for accessory dwelling units (ADUs)
- Master leasing of market-rate units for affordable use
- Additional strategies identified through research and stakeholder outreach

Scope

Step 1b – Develop an Evaluation and Ranking Framework

Identify a **list of evaluation criteria to build a ranking framework** for future investments. The framework will be created with the intention of ensuring transparency, effectiveness, and alignment with city goals.

The following criteria may be used to compare and prioritize investment strategies:

- **Cost Efficiency:** Estimated cost per unit created or preserved, allowing comparison of relative value across options.
- **Depth of Affordability:** The income levels served by the investment (e.g., <60% AMI), with higher priority given to deeper affordability.
- **Feasibility and Timeline:** Likelihood that the project can move forward successfully and the expected timeframe for delivering housing outcomes.
- **Scale of Impact:** Total number of housing units that could be created or preserved through the investment.
- **Sustainability:** Ability of the investment to have a lasting impact without requiring ongoing city funding.
- **Funding Leverage:** Potential to attract additional public, private, or philanthropic funding to expand the reach and effectiveness of the city's investment

Scope

Step 1 Deliverables

Summary memo and presentation for Staff and City Council to include:

- 4–6 **primary strategies** with high level evaluation
- Facilitation of **City Council work session** to receive input and establish direction on areas of focus
- **Recommended prioritization framework**

Scope

Step 2 – Property Identification and Feasibility Analysis

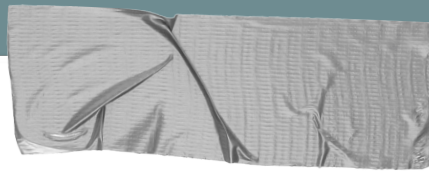
Take the feedback provided by Staff and Council to **explore real estate investment opportunities and potential projects** that are strong candidates for investment through the \$2 million housing funds. Evaluate how each opportunity aligns with the City Council's priorities and the **evaluation criteria** established in Step 1 through the following key activities:

- **Site Identification:** Identify specific parcels within Louisville—both public and private - of available, underutilized, or strategic properties that could support attainable housing.
- **Feasibility Assessment:** Analyze key site attributes, opportunities and constraints in alignment with the framework and evaluation criteria and framework, including zoning, land use designations, infrastructure capacity, acquisition costs, and overall development viability.
- **Partnership Exploration:** Engage with local developers, housing providers, and non-profit partners to understand existing pipelines and explore collaboration opportunities.

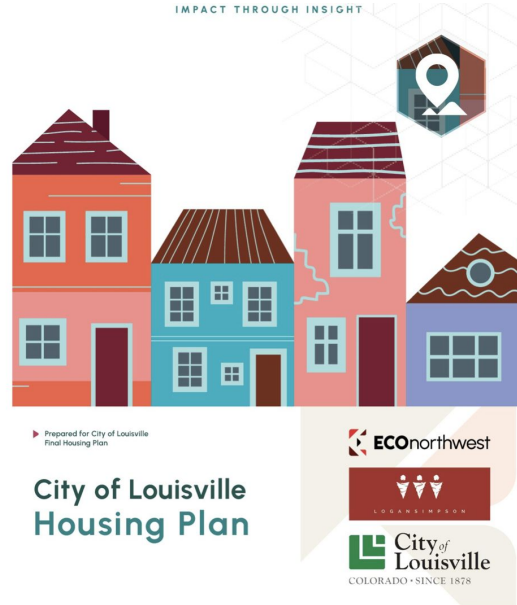
Scope

Step 2 Deliverables

- **Project Shortlist:** A curated list of feasible development opportunities, including high-level cost estimates, target affordability levels, unit potential, and required city participation.
- **Feasibility Summary Report:** A written report summarizing the analysis, outlining next steps for high-priority projects, and providing recommendations for deploying the housing fund strategically and effectively.



City of Louisville 2024 Housing Assessment



Adopted by City Council May 7, 2024



Goal 1: Increase Residential Development Opportunities in Louisville



Goal 2: Expand and Maintain Access to Affordable Housing



Goal 3: Diversify Louisville's Housing Stock

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

➤ STRATEGY 1



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

Targeted actions to help provide relief while the City works on broader policy updates during the comprehensive plan process, or soon after.

➤ STRATEGY 2



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

A toolbox for easing financial burdens or generating revenue to provide more direct financial support for new income-restricted residential projects.

➤ STRATEGY 3



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

Comprehensive actions to modernize the City's approach to zoning and land use policy related to residential development.

Exhibit 25: Total Units Needed by 2047, Louisville

Source: DOLA 2047 Boulder County Population, ACS 5-year 2017-2021, CHAS 2015-2019, ECONorthwest

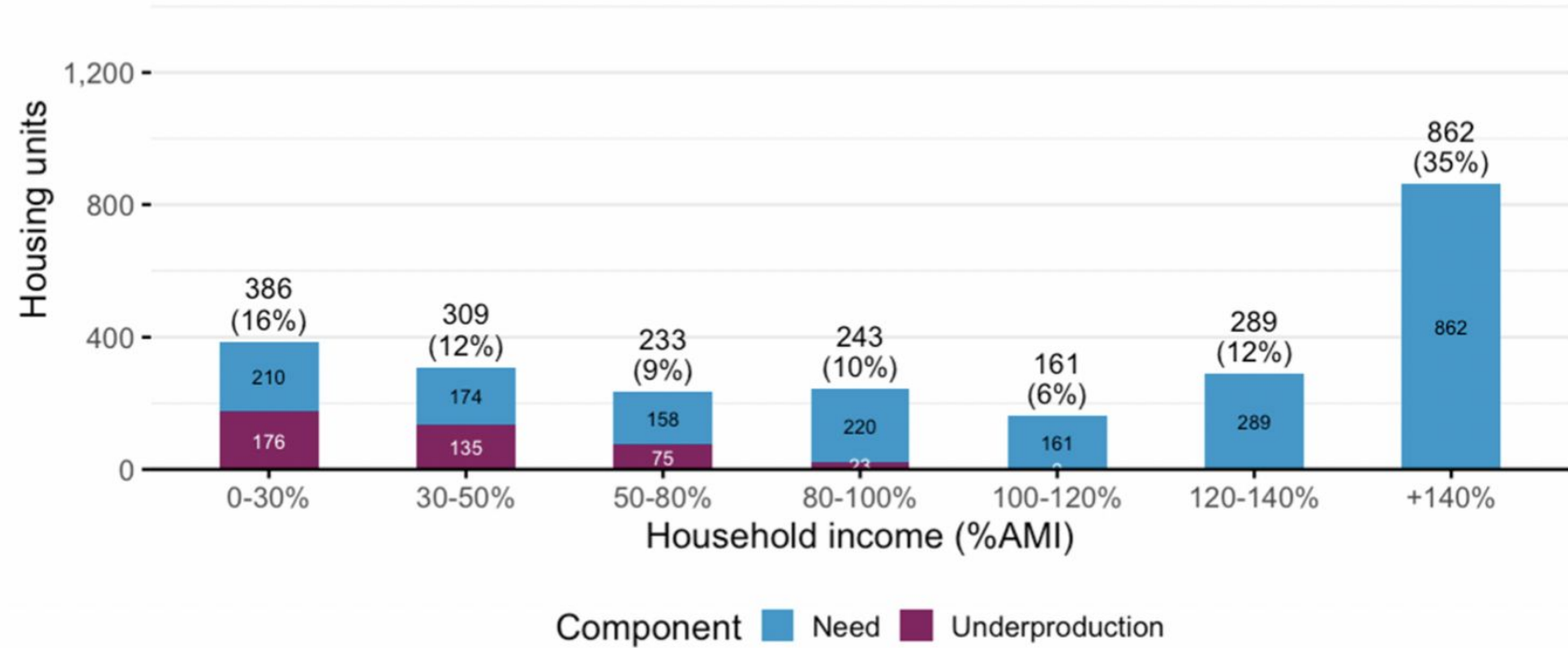
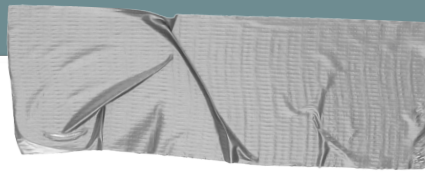


Exhibit 20: Financially Attainable Housing by Median Family Income (MFI) for a Family of Four, Boulder Metro Area, 2023⁷

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

If your household earns...				
\$43,230 <30% AMI	\$72,050 50% AMI	\$115,280 80% AMI	\$144,100 100% AMI	\$172,920 120% AMI
Then you can afford...				
\$1,100 MONTHLY RENT	\$984 MONTHLY RENT	\$1,574 MONTHLY RENT	\$1,855 MONTHLY RENT	\$2,226 MONTHLY RENT
OR	OR	OR	OR	OR
\$130k–\$151k HOME SALES PRICE	\$216k–\$252k HOME SALES PRICE	\$346k–\$403k HOME SALES PRICE	\$432k–\$504k HOME SALES PRICE	\$519k–\$605k HOME SALES PRICE
And you might work as a...				
 Medical Assistant \$44,870	 Middle School Teacher \$72,120	 Mechanical Engineer \$113,610	 Aerospace Engineer \$138,770	 Software Developer \$169,750
 Cashier \$33,900	 Firefighter \$65,110	 Nurse Practitioner \$122,320	 Pharmacist \$140,860	 Dentist \$161,060





Interviews

- For Profit Affordable Housing Developers
- Non-Profit Affordable Housing Developers
- Market Rate Housing Developers
- LIHTC Lender/Financer
- Land Brokers

Key Takeaways – Barriers

- Impact fees are high
- Funding uncertainty - how is housing fund and HHTA money going to be allocated
- Land prices very high and not in alignment with risk
- Lengthy and complicated entitlements
- Low density zoning requires rezoning/PUD
- Louisville is not a housing authority, so will need a partner or developer to manage
- Certain funding sources (i.e. Prop 123) require City to be the lead
- Ballot measures

Key Takeaways – Opportunities

- Leverage funding with other sources
- Louisville can remove barriers, demonstrate support, lead by example
 - Comp Plan update, regulation changes and demonstrated support for higher density
- Clearly outline goals for new development if City is a funding partner
 - If going out to RFP, the project should be de-risked in order to attract the best developers (example Whetstone)
- Property tax exemption is key funding strategy - partner with BCHA
- Louisville would be competitive for tax credits (LIHTC)
- Louisville is attractive to affordable housing developers because of high market rents

What Does De-Risking a Project Mean?

1. The City puts money into the project to get **land control** and conducts **due diligence, preliminary entitlements, community outreach and infrastructure/cost estimates** in order to clear the path to an outcomes-based development with less risk. In this scenario, the City would:
 - Identify other committed funding sources (worthy cause, Prob 1B, tax exemption) and partners
 - Appraisal, utility analysis, cost estimates and infrastructure requirements
 - Identify other incentives that can be waived
 - Preliminary design and entitlements to achieve density
 - Build community support
2. With an understanding of the above, Louisville can package into **RFP to developers** clearly outlining **what outcomes they expect** (units, AMIs, size) and what the project costs, timeline, and risks are.

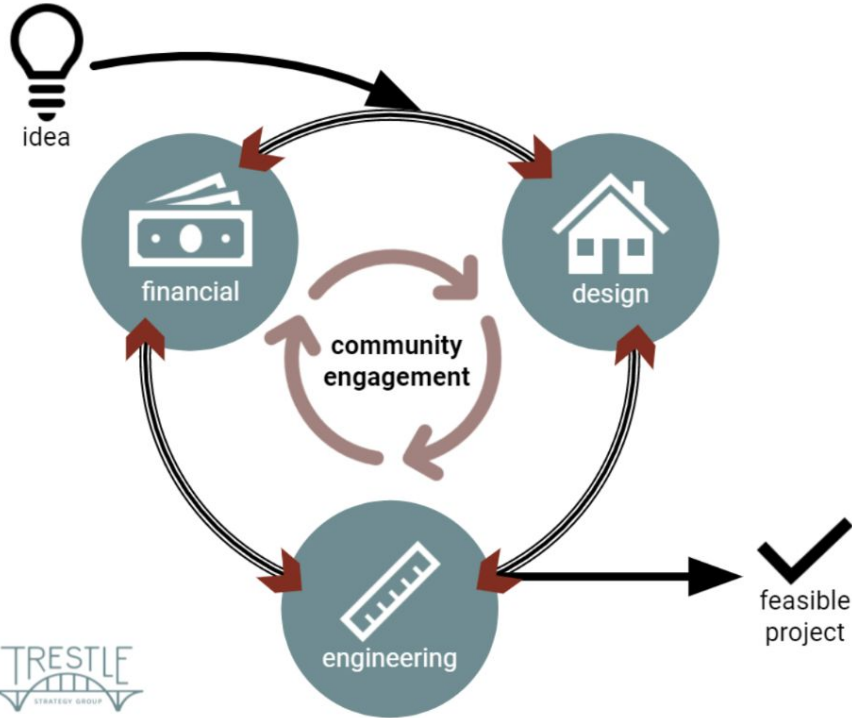
Outcomes:

 - Developers are able to accurately calculate project risks, timeline and costs
 - City raises the bar on who will respond, which will lead to better out
 - City has a seat at the table

From Setback to Comeback: How **Gunnison County** turned **Failure into Foundations** Lessons in affordable housing design, engagement, and unique partnerships



Whetstone – a Different Approach

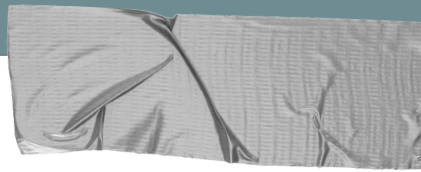


Build Trust through Candid Communication

- Engage and involve community **early in the process**
- Gather input from and **confirm understanding** with the community
- Use input **where possible**
- **Be honest and open** about what we can and cannot do and why

De-Risk Project

- County worked through **most entitlements prior to bringing on** development partner
- **Simplify financing**: single debt issue, no developer equity, public ownership and operation



Strategies

1. **Public Private Partnership with Developer for Land Acquisition**
2. **Buy Down of Existing or Newly Developed Units**
3. **Pre-Development of a Site to “De-Risk” the Project and then Find Developer**
4. **Administrative Review and Fee Waivers for Affordable Housing Projects**

Note about Strategies and Rankings

The ranking system is for discussion purposes and based on a high level evaluation. It is intended to create a dialogue for the framework that will emerge out of this project.

1. Public Private Partnership with Developer For Land Acquisition

Cost Efficiency/Scale of Impact: Estimated cost per unit created or preserved, allowing comparison of relative value across options.	Medium - Without other funding sources and tax credits awarded, project outcome will be at risk.
Depth of Affordability: The income levels served by the investment (e.g., <60% AMI), with higher priority given to deeper affordability.	High - Can pair this with LIHTC, Prop 123, AAHT, and other funding to achieve below 60% AMI rents
Risk - Feasibility and Timeline: Likelihood that the project can move forward successfully and the expected timeframe for delivering housing outcomes.	Medium - Land acquisition would still require entitlements and be subject to a risky process for competitive funding and. Partnering with a developer early on would preclude a competitive process.
Scale of Impact: Total number of housing units that could be created or preserved through the investment and alignment with HNA.	High - If successful, an early investment in land can drive a larger scale project.
Sustainability: Ability of the investment to have a lasting impact without requiring preliminary or ongoing city funding or staffing.	Medium - Some staff involvement required to access funding and participate in development agreement/ Developer would build, own, and manage the units. However if rents are very low, additional capital may be required for services needed by residents.
Funding Leverage: Potential to attract additional public, private, or philanthropic funding to expand the reach and effectiveness of the city's investment	Medium - Other funding sources likely aren't committed at this point. City is first in with their money.

2. Buy Down of Existing or Newly Developed Units

Cost Efficiency: Estimated cost per unit created or preserved, allowing comparison of relative value across options.	Low - Higher subsidy would be needed for for-sale units.
Depth of Affordability: The income levels served by the investment (e.g., <60% AMI), with higher priority given to deeper affordability.	Medium - Would likely be used for “for-sale” units, so affordability will likely be middle income.
Risk - Feasibility and Timeline: Likelihood that the project can move forward successfully and the expected timeframe for delivering housing outcomes.	High - Units would already be developed or in development.
Scale of Impact: Total number of housing units that could be created or preserved through the investment and alignment with HNA.	Medium - would require higher subsidy, likely resulting in less units, but would help subsidize middle income “for sale” units.
Sustainability: Ability of the investment to have a lasting impact without requiring ongoing city funding or staffing.	High - Likely to be used for “for-sale” units so City would not need to provide ongoing funding.
Funding Leverage: Potential to attract additional public, private, or philanthropic funding to expand the reach and effectiveness of the city’s investment	Low - Likely to be used for “for-sale units” so other funding sources are limited.

Notes: Buying down units would assist the developer to lower the sales price to increase affordability. Much higher subsidy required as a “for sale” to meet target middle income goals than a rental project. Likely housing outcome: For Sale.

3. Pre-Development of a Site to “De-Risk” the Project and then Find Developer

Cost Efficiency: Estimated cost per unit created or preserved, allowing comparison of relative value across options.	Medium - City will put more money into soft costs instead of construction costs. But outcomes can be more predictable.
Depth of Affordability: The income levels served by the investment (e.g., <60% AMI), with higher priority given to deeper affordability.	High - City can require certain outcomes and create a competition for the best approach/results from a developer.
Risk - Feasibility and Timeline: Likelihood that the project can move forward successfully and the expected timeframe for delivering housing outcomes.	Medium - The City invests funds into de-risking the project and clearing pre-construction hurdles. However the City is also managing the pre-development and taking on the risk.
Scale of Impact: Total number of housing units that could be created or preserved through the investment and alignment with HNA.	High - By removing barriers, costs and unknowns, the impact can be results driven.
Sustainability: Ability of the investment to have a lasting impact without requiring ongoing city funding or staffing.	Medium - Would require City oversight of consultants during pre-development. City can require in RFP that units be managed and operated by developer.
Funding Leverage: Potential to attract additional public, private, or philanthropic funding to expand the reach and effectiveness of the city’s investment	High - With the City as the lead, additional funding sources can be pursued (grants, HHTA, Prop 123).

Notes: This approach requires some staffing resources to oversee the pre-development work, however going to market with a clearly defined project that has been entitled with clear cost expectations improves the outcomes. Likely housing outcome: Rental and For Sale.

4. Administrative review/expedited process and fee waivers for affordable housing

Cost Efficiency: Estimated cost per unit created or preserved, allowing comparison of relative value across options.	Medium - Removing lengthy timelines and risk for developers can save money on design and entitlements.
Depth of Affordability: The income levels served by the investment (e.g., <60% AMI), with higher priority given to deeper affordability.	Low - An expedited process alone won't create deed-restricted units.
Risk - Feasibility and Timeline: Likelihood that the project can move forward successfully and the expected timeframe for delivering housing outcomes.	High - Administrative review removes opportunity for NIMBY action, ballot initiatives and extensive timeframes.
Scale of Impact: Total number of housing units that could be created or preserved through the investment and alignment with HNA.	Medium - Administrative review and fee waivers alone won't guarantee deed restrictions or affordability.
Sustainability: Ability of the investment to have a lasting impact without requiring ongoing city funding or staffing.	High - Administrative approval and one time fee waivers would likely take less staff time.
Funding Leverage: Potential to attract additional public, private, or philanthropic funding to expand the reach and effectiveness of the city's investment	Low - Needs to be paired with other strategies.

Notes: This strategy should be paired with other investment strategies to leverage funding and drive outcomes. Likely housing outcome:

Rental or For Sale but likely no deed restriction based on level of subsidy.

Potential Discussion Questions

Please provide feedback on the strategies.

Are we better off subsidizing property or subsidizing fees?

Should we wait for someone to come to us or be proactive?

If we want to be proactive what should we do?

Thank you

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303.579.6221

Subject: Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Regarding Inclusionary Housing — Public Hearing (Continued from 8/18/26 City Council) (advertised City of Louisville website 07/31/2026)

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

Date: September 15, 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.

This item was continued from the August 18, 2026 City Council public hearing. The attached ordinance includes amendments requested from City Council from that public hearing.

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.

Development Code Update

The City is also preparing to begin a comprehensive update of the Development Code and is in the final stages of consultant selection. The consultant contract and project scope will be presented to City Council in the near term. The project will include multiple opportunities for City Council discussion and direction, including early in the process to establish priorities and policy direction. A comprehensive evaluation of the Inclusionary

Housing Ordinance is explicitly included in the scope, and the consultant team will include housing policy expertise to evaluate the IHO in greater depth than is intended through these targeted near-term amendments.

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 foot) or renter (\$4.72 per square foot) 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 May 15, 2026

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.

City Council First Reading July 28, 2026

City Council considered Ordinance No. 1936 on first reading on July 28, 2026, approved the ordinance with amendments, and advanced the ordinance to second reading and public hearing. Council raised several questions regarding potential refinements, which were discussed at the August 18, 2026 public hearing. No additional policy amendments were incorporated at first reading.

City Council Second Reading August 18, 2026

City Council held a second reading and public hearing on Ordinance No. 1936 on August 18, 2026, and directed staff to address several amendments that are summarized in the Proposal section below. City Council voted to continue the public hearing to September 15, 2026.

Public Comments

Two public comments have been received on this item and are included as an attachment.

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 reflects the ordinance that staff shared with City Council for first reading on July 28, 2026. The Second Reading Amendments section below provides a summary of the changes that City Council directed staff to make at the August 18, 2026 public hearing that are reflected in the attached ordinance.

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 up to 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.
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[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.

Second Reading Amendments

At the August 18, 2026 public hearing, City Council directed staff to make the following amendments that are reflected in the attached ordinance:

- ***"Like for Like" Requirements:*** Remove the requirement in Sec. 17.76.050 that the "design and materials" of affordable units be equivalent to market-rate units and replace it with a requirement that affordable units be "functionally equivalent" in construction and appearance, excluding interior finishes. Council also directed staff to require affordable units to have the same average number of bedrooms as the market-rate units in the development. The Analysis section below discusses an alternative "proportionate" approach for City Council consideration, which would result in a bedroom mix that more closely reflects the mix of market-rate units.
- ***Fee-in-Lieu Amounts and Approval Timing:*** Revise the timing for establishing the applicable fee-in-lieu amount from the date of building permit application to the date of final PUD approval. This would lock in the fee for the period the PUD remains valid (three years), rather than allowing the fee to change between final PUD approval and building permit application. This change would apply generally to affected developments and, under the current ordinance, would apply to the East Street Village project.
- ***Residential Density and Lot Coverage Incentives "By Right":*** Revise the 20% residential density and lot coverage increases in Sec. 17.76.055 for projects providing onsite affordable housing in compliance with the IHO to be "by right," rather than subject to City Council discretion as proposed at first reading. Council directed staff to retain City Council discretion over building height incentives for these projects.
- ***Enhanced Density Bonus Updates:*** Revise the enhanced 30% density bonus proposed at first reading, which was limited to rental projects meeting deeper affordability levels, to apply to any project that provides at least 20% of its units as onsite affordable housing, whether rental or ownership.
- ***Expedited PUD Process Allowance:*** Allow any project providing onsite affordable housing in compliance with the IHO to automatically qualify for the Expedited PUD process in LMC Sec. 17.28.250, which eliminates two of the four public hearings otherwise required for a standard PUD by waiving the preliminary PUD process.
- ***Raise Applicability Thresholds:*** Revise the current IHO applicability threshold in

Sec. 17.76.030, which is tied to projects requiring a PUD or final plat, to instead establish an explicit threshold based on the number of dwelling units. Under the revised ordinance, the IHO would apply to developments containing ten or more dwelling units.

Staff additionally has provided new language clarifying that if the 12% onsite affordable housing unit requirement results in a fractional number of units, that the requirement is rounded up if the fraction is 0.5 or greater.

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.

Regional Affordable Housing Context

The Boulder County Regional Housing Partnership established a goal that 12 percent of the region's housing stock be permanently affordable by 2035. Based on 2023 Boulder County Regional Housing Partnership data, the share of housing that is deed-restricted affordable varies considerably among participating communities:

Jurisdiction	Permanently Affordable Share
Boulder	8.3%
Erie	0.1%
Lafayette	9.2%
Longmont	6.2%
Louisville	4.1%
Superior	0.0%

Regional Goal 12.0% by 2035

Louisville remains below the regional 12 percent goal, reinforcing the need for policies that both increase affordable housing production and improve the likelihood that affordable units are delivered as development occurs.

Area Median Income (AMI) Updates

The Louisville Housing Plan identifies a growing disparity between housing costs and household incomes in Louisville. The Financially Attainable Housing Summary Attachment provides updated 2025 income thresholds and illustrative housing costs for one-, two-, and four-person households at several Area Median Income (AMI) levels, including 60 and 80 percent AMI. The attachment is intended to provide current context for the income levels addressed by the proposed ordinance and the housing costs those households may reasonably support.

For example, a two-person household at 60 percent AMI earns approximately \$72,300 annually and has an affordable monthly housing cost of approximately \$1,808, which is generally below prevailing market rents in Louisville. At 80 percent AMI, the same household size earns approximately \$96,400 and has an affordable monthly housing cost of approximately \$2,410, which is more closely aligned with current market rents. For ownership, even a two-person household at 80 percent AMI has an illustrative attainable home price of approximately \$289,000–\$337,000, substantially below typical Louisville home prices. These examples illustrate how housing affordability and the affordability gap vary across AMI levels and housing tenure.

For example, in 2025 a one-person household at 60 percent AMI earns approximately \$63,300 annually, compared with \$84,400 at 80 percent AMI. For a two-person household, those thresholds are approximately \$72,300 and \$96,400, respectively. These differences illustrate the tradeoff between targeting deeper affordability and maintaining the financial feasibility of producing affordable units onsite.

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 up to 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.

Residential Density Incentive

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 as a by right allowance. 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 20 percent onsite affordable rental or ownership housing. These projects may receive up to a 30 percent increase in total allowable density, provided all units comply with the applicable IHO requirements.

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.

Building Height Increase Incentive

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:

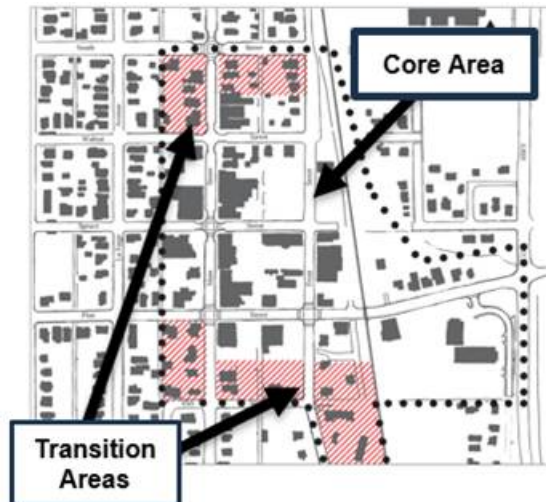
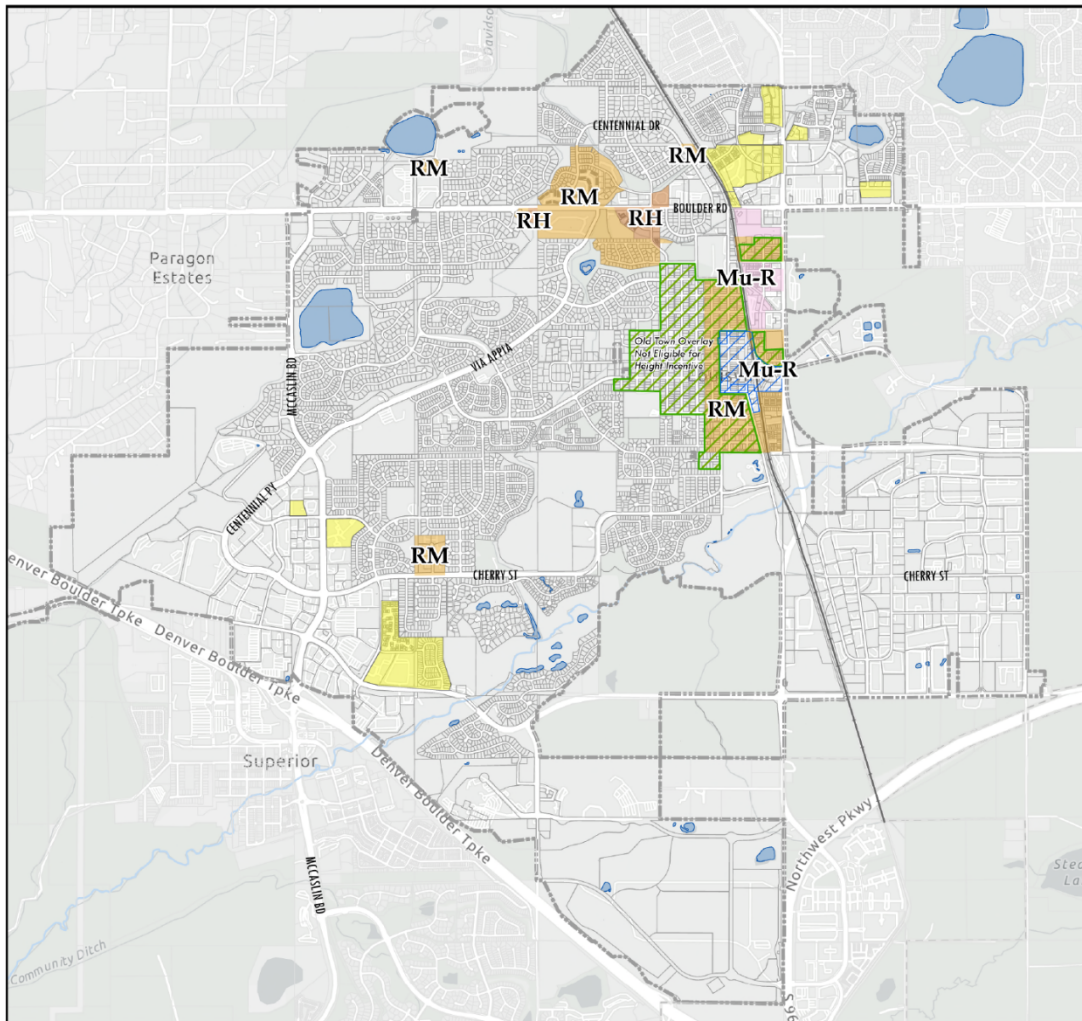


Figure 1: Downtown Design Handbook Transition Areas (shown in red cross hatching)

- *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.

Areas of Louisville Eligible for Inclusionary Housing Ordinance Building Height Incentives Allowing Multifamily Residential



Legend

Downtown Louisville
Only Transition Areas of Downtown Louisville are eligible for height incentive

Old Town Overlay District

General Development Plan Areas Allowing Multifamily Residential Uses

Zoning District

Mixed Use Residential
 Residential High Density
 Residential Medium Density

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.

Affordable Unit Bedroom Mix

At the prior hearing, City Council directed staff to revise the “like-for-like” requirements in Section 17.76.050 to require affordable units to have the same average number of bedrooms as the market-rate units. The revised ordinance reflects this direction.

Staff also evaluated a proportionate approach, as used by Boulder and Denver, because the two approaches can produce different results. For example, if the market-rate units are 50% one-bedroom and 50% three-bedroom, the average is two bedrooms. Under the average approach, all required affordable units could be two-

bedroom units. Under a proportionate approach, approximately half would be one-bedroom and half would be three-bedroom.

The number of bedrooms included in a unit is a critical component of providing housing options that are attractive to families. Using averaging to determine the bedroom mix could result in fewer larger-bedroom affordable units suitable for families being developed under the IHO.

Boulder requires affordable units to reflect the same proportion of bedroom types as the market-rate units (B.R.C. § 9-13-7(d)). Denver similarly requires a proportionate bedroom mix (DRMC § 27-224(f)(2)(iii)). Denver's regulations clarify that the mix should mirror the market-rate units "as closely as possible," recognizing that exact proportionality is not always possible when converting percentages into whole units (Denver Mandatory Affordable Housing Administrative Rules and Regulations, § 3.1.B.iii).

The average approach provides more flexibility, while the proportionate approach more closely reflects the actual bedroom mix of the market-rate development and may result in more larger-bedroom affordable units that are suitable for families. Staff is seeking Council direction on which approach to use.

- *Proposed (language included in attached ordinance) – Average Approach:* "The affordable units shall collectively have an average number of bedrooms equivalent to the average number of bedrooms of the market-rate units in the residential development, with the market-rate average rounded to the nearest whole number and fractions of one-half (0.5) rounded up."
- *Alternative – Proportionate Approach:* "The affordable units shall contain a mix of bedroom counts proportionate to the bedroom mix of the market-rate units, as closely as practicable."

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 additional amendments.
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. Decline to approve the proposed ordinance.

Recommendation:

Approve Ordinance No. 1936, Series 2026

Attachments:

1. Ordinance No. 1936 Series 2026 for 9.15.26 CC (using as adopted on first reading with scriveners error sent by KK 7.30.26 as base)
2. IHO PC Reso 3 Signed
3. IHO Peer City Research
4. IHO Updated Fee Analysis 7.22.26
5. Financially Attainable Housing Summary (2025)
6. Public Comments for 9.15.26 CC
7. CC Presentation - IHO 9.15.26

Second Reading Amendments

Ordinance No. 1892, Series 2025 is revised to read as follows (second reading amendments are shown in **bold underline** and ~~**bold-strikeout**~~):

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

Ordinance No. 1936, Series 2026
Page 1 of 11

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 80 percent (80%) of the area median income ("AMI"), ~~with the remainder limited to those persons between 60 percent and 80 percent AMI and a minimum of twelve percent (12%) of for sale units shall be affordable, limited to those households earning up 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.

A. On-site location. The developer or builder may satisfy its obligations under this chapter by providing affordable housing at the same location as market-rate units.

1. Quantity and design. At least 12 percent of the dwelling units in the development shall be affordable. ~~The design and materials used for construction of affordable units shall be equivalent in quality to the market rate units.~~ If the application of this percentage results in a fractional affordable housing unit, any fraction of one-half (0.5) or

greater shall be converted into an additional whole unit. The affordable units shall be functionally equivalent in construction and appearance to the other dwelling units in the residential development, excluding interior finishes. The affordable units shall collectively have an average number of bedrooms equivalent to the average number of bedrooms of the market rate units in the residential development, with the market-rate average rounded to the nearest whole number and fractions of one-half (0.5) rounded up.

2. Phasing. Phasing of construction of affordable units and securities for each phase shall be detailed in an affordable housing agreement approved by the city council or may be included in a subdivision or other agreement executed by the city and developer at the time of land use approval.
3. Affordable units shall have equal access as market-rate units to all amenities within the development, including, but not limited to, common areas, indoor and outdoor facilities for convenience or recreation, and parking facilities.
4. Homeowner associations. Affordable units must be placed on a fair and equal footing as market-rate units within the governing documents of any homeowner association or similar entity.

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.~~

2. **Timing of payment.** A developer or builder shall pay the fee in lieu for each market-rate unit as a prerequisite for receiving the building permit for that unit. **The fee paid shall be the fee in effect at the time of final PUD or final plat approval for the development, whichever is later.** ~~The fee paid shall be the fee in effect at the time of the submittal of a complete building permit application for the development, whichever is later.~~

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 only to projects and buildings that fully satisfy the affordable housing requirements of this Chapter by providing the required on-site affordable housing units:

1. **Residential Density.** For any project eligible under this Section, **both the density and lot coverage increases in this subsection shall apply:**
 - 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, **shall 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 **lot coverage residential density**, **shall may** be increased by twenty percent (20%).
 - c. **Notwithstanding subsection (a) above, a residential development in which at least 20% of the dwelling units are provided as on-site affordable housing units that meet all applicable requirements of this chapter shall be allowed an increase in maximum residential density of up to thirty percent (30%).** ~~Notwithstanding subsection (a) 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 the maximum lot coverage increase provided in subsection (b) and shall instead 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 is eligible for incentives under this Section.
3. Development Fee Waivers. For projects eligible for incentives under this Section, 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 eligible under this Section:
 - 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.

- 5. **Expedited PUD Review. A development that provides on-site affordable housing in compliance with this chapter shall be eligible for expedited PUD review pursuant to Section 17.28.250, notwithstanding the eligibility criteria set forth in Section 17.28.250.B.**

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 eligible for incentives pursuant to Section 17.76.055 **shall receive the applicable residential density and lot coverage incentives and may receive other incentives provided in that Section, including the additional residential density bonus available for developments providing at least twenty percent (20%) on-site affordable housing.** ~~may receive the residential density, lot coverage, and other incentives provided in that Section, including the additional residential density bonus available for qualifying one hundred percent (100%) affordable rental developments.~~

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 eligible for incentives pursuant to Section 17.76.055 shall receive the applicable residential density and lot coverage incentives and may receive other incentives provided in that Section, including the additional residential density bonus available for developments providing at least twenty percent (20%) on-site affordable housing. ~~may receive the residential density, lot coverage, and other incentives provided in that Section, including the additional residential density bonus available for qualifying one hundred percent (100%) affordable rental developments..~~

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, or for any residential uses in a project that provides on-site affordable housing pursuant to Chapter 17.76 of this Code.

Section 8. 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 underlined):

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, except as provided in Section 17.20.010.F, 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;

Section 9. Section 17.76.030 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 17.76.030. - Applicability, administration, and violations.

A. This chapter shall apply only to any development **containing ten (10) or more dwelling units and** receiving approval of a final plat, final planned unit development (PUD), or other similar planning approval after the enactment of this chapter, or, when an amendment to such approvals is requested after the enactment of this chapter, this chapter shall apply to the increase in residential units approved with such amendment. This chapter shall not apply to a development for which a complete application for a site-specific development plan, as defined in section 17.54.020, has been submitted prior to the effective date of this chapter, provided the development approved by such site-specific development plan is commenced within the timeframe provided by this Code for issuance of a building permit for such plan. Developments for which an affordable housing restrictive covenant agreement has been entered into with the city prior to the effective date of this chapter may develop in compliance with the affordable housing conditions contained in those agreements.

Section 10. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 11. 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 12. 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 13. 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

Kathleen M. Kelly, 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

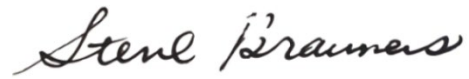
WHEREAS, the City Council adopted the Louisville Housing Plan in May 2024, which identifies strategies to expand access to affordable housing and includes recommendations to evaluate and update the City's inclusionary housing requirements to better align with current market conditions and community housing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



By:

Steve Brauneis, Chair
Planning Commission



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) <i>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.</i>
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

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

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 Housing Fee (12%)	\$19.08			
80% - 100% Affordable Housing 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 <i>Apartment Vacancy & Rent Report: First Quarter 2026, Denver Metro</i>, 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					

Financially Attainable Housing by Household Size and Area Median Income - Boulder County, 2025

	30% AMI	50% AMI	60% AMI	80% AMI	100% AMI	120% AMI
1-Person Household						
Annual household income	\$31,650	\$52,750	\$63,300	\$84,400	\$105,500	\$126,600
Affordable monthly housing cost¹	\$791	\$1,319	\$1,583	\$2,110	\$2,638	\$3,165
Illustrative attainable home price²	\$95k-\$111k	\$158k-\$185k	\$190k-\$222k	\$253k-\$295k	\$317k-\$369k	\$380k-\$443k
2-Person Household						
Annual household income	\$36,150	\$60,250	\$72,300	\$96,400	\$120,500	\$144,600
Affordable monthly housing cost¹	\$904	\$1,506	\$1,808	\$2,410	\$3,013	\$3,615
Illustrative attainable home price²	\$108k-\$127k	\$181k-\$211k	\$217k-\$253k	\$289k-\$337k	\$362k-\$422k	\$434k-\$506k
4-Person Household						
Annual household income	\$45,180	\$75,300	\$90,360	\$120,480	\$150,600	\$180,720
Affordable monthly housing cost¹	\$1,130	\$1,883	\$2,259	\$3,012	\$3,765	\$4,518
Illustrative attainable home price²	\$136k-\$158k	\$226k-\$264k	\$271k-\$316k	\$361k-\$422k	\$452k-\$527k	\$542k-\$633k

Example occupations and approximate affordability (1-person household basis)

Occupation	Median salary ³	Approx. AMI	Housing/mo. ⁴	Home price ⁵
Cashier	\$37,500	36%	\$938	\$112k-\$131k
Medical Assistant	\$48,400	46%	\$1,210	\$145k-\$169k
Mechanic	\$57,000	60%	\$1,599	\$192k-\$224k
Firefighter	\$79,390	75%	\$1,985	\$238k-\$278k
Elementary School Teacher	\$80,640	76%	\$2,016	\$242k-\$282k
Mechanical Engineer	\$124,360	118%	\$3,109	\$373k-\$435k

Occupation	Median salary ³	Approx. AMI	Housing/mo. ⁴	Home price ⁵
Nurse Practitioner	\$138,820	132%	\$3,470	\$416k-\$486k
Aerospace Engineer	\$151,570	144%	\$3,789	\$455k-\$530k
Pharmacist	\$164,240	156%	\$4,106	\$493k-\$575k
Software Developer	\$164,560	156%	\$4,114	\$494k-\$576k
Dentist	\$180,440	171%	\$4,511	\$541k-\$632k

¹ Affordable monthly housing cost assumes no more than 30% of gross household income is spent on housing; for renters, this includes rent and tenant-paid utilities. ² Illustrative attainable home prices are estimated at approximately 3.0-3.5 times annual household income; actual purchasing power varies with interest rates, down payment, taxes, insurance, HOA costs, debt, and underwriting. ³ Occupation wages are median annual wages from U.S. Bureau of Labor Statistics/CareerOneStop May 2025 estimates for the Boulder, CO Metro Area where available; Colorado estimates are used where a current Boulder-area estimate was not available. ⁴ Occupation housing cost uses the same 30% affordability assumption. Approximate AMI compares the occupation salary with the 2025 1-person 100% AMI of \$105,500. ⁵ Occupation home-price ranges use the same illustrative 3.0-3.5 times annual income assumption.

Sources: HUD/CHFA 2025 Boulder County income limits; U.S. Bureau of Labor Statistics Occupational Employment and Wage Statistics / CareerOneStop; calculations by City of Louisville staff.

----- 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
<dlangleyle@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

Dear Mayor and Council Members,

I am writing to share my analysis regarding the proposed amendments to the City's Inclusionary Housing Ordinance (IHO) (Title 17, Chapter 17.76). While I deeply share the goal of expanding affordable housing opportunities in Louisville, a critical review of the proposed ordinance highlights fundamental flaws in relying on an inclusionary housing framework. Rather than serving as a flexible, inviting tool, an IHO functions as a blunt instrument that tends more toward penalizing development, strains overall housing costs, and distracts from the core systemic reforms required in our land use code.

For reasons I'll explain below, I think the city should pause this work until after zoning updates are completed. But if you feel that it must be done now, I would like to suggest some critical amendments that will make it more effective. As written, I don't believe this ordinance will result in much, if any, new affordable housing being built. In fact, it may result in an overall decrease of new housing thereby increasing the cost of all housing.

Summary of Proposed Amendments

Staff has proposed a series of targeted updates to Chapter 17.76:

- **Area Median Income (AMI) Calibration:** Modifying affordability requirements to 12% at 80% AMI for rental developments and 12% at 80% to 120% AMI for for-sale developments.
- **Incentive Package:** Introducing a 20% density bonus (30% for 100% affordable rental projects), a 20% lot coverage increase, elimination of minimum parking requirements, and development review fee waivers for projects providing on-site affordable units.
- **Discretionary Height Increase:** Allowing City Council to grant an additional story or up to 15 feet of building height for on-site affordable housing projects outside the Old Town Overlay and Downtown Core.
- **Fee-In-Lieu Rate Updates:** Nearly doubling the fee-in-lieu for ownership housing from \$9.24 to \$19.08 per square foot, while slightly adjusting rental fees from \$4.72 to \$4.73 per square foot.

Research & National Evidence

A 2025 nationwide empirical study by The Pew Charitable Trusts ("New Housing Slows Rent Growth Most for Older, More Affordable Units") analyzed rent data across 1,654 metro-area ZIP codes and demonstrated that expanding overall housing supply, even through new, unsubsidized market-rate construction, is the single most effective driver of affordability for low-income residents. Pew's researchers found that every 10% increase in regional housing stock correlated with a 5% reduction in overall rent growth, with the steepest rent declines occurring in Class C apartments - older, naturally affordable buildings - by eliminating the intense competition that forces higher-income renters to bid down-market. Conversely, when housing supply is stifled by restrictive land-use policies or heavy regulatory tolls, lower-income neighborhoods suffer the most severe rent inflation, experiencing rent hikes 10 percentage points higher than wealthy areas. This data provides Council with critical evidence that imposing penalizing inclusionary fees over broad zoning reform is counterproductive; stifling general residential construction directly exacerbates regional competition, pushing naturally occurring

affordable housing out of reach for Louisville's workforce.

Recent economic modeling published by UC Berkeley's Turner Center for Housing Innovation ("Modeling Inclusionary Zoning's Impact on Housing Production") underscores the hidden mathematical risks of uncalibrated inclusionary zoning mandates and arbitrary fee hikes. Turner's research proves that as inclusionary requirements and fee burdens rise, communities experience steep diminishing returns in below-market-rate unit delivery alongside accelerating losses in total housing production. Most strikingly, the model established that if supply contraction causes unconstrained market rents to rise by just 0.8% per year, that subtle rent increase across the city completely negates the entire economic value of all private subsidies generated by the inclusionary ordinance. To avoid these self-defeating dynamics, the Turner Center strongly advises municipalities to shift away from mandatory, discretionary inclusionary frameworks in favor of voluntary, predictable "by-right" incentives paired with direct public funding mechanisms, such as revolving acquisition funds that buy down existing market-rate homes, to deliver scalable, long-term community affordability.

Critical Analysis of the Ordinance & Fundamental Concerns

1. "Stick" vs. "Carrot" and the Requirement for By-Right Certainty

An inclusionary housing ordinance relies primarily on a "stick" approach; compelling compliance rather than creating an environment where developers actively pursue affordable housing. While staff's proposed incentives (density, parking, and fee waivers) are steps in the right direction, their effectiveness is crippled when they are not granted by-right. This would be similar, if not exactly equal, to a waiver request proposed during a Planned Unit Development (PUD) review to provide relief from a specific zoning requirement, which is always entirely up to Council's discretion for approval. For example, making building height increases contingent upon a discretionary vote by City Council introduces unpredictability. Developers operate on strict financial timelines and make decisions based on a reliable outcome; any incentive burdened by political risk or doubt loses its substantive power to direct development decisions.

This dynamic is thoroughly documented in research from UC Berkeley's Turner Center for Housing Innovation. The Turner Center's analysis of inclusionary zoning nationwide demonstrates that private developers are highly sensitive to regulatory uncertainty. When incentives like density or height bonuses require discretionary council approvals rather than being granted by-right, developers treat them as speculative rather than actionable financial offsets. Turner's research emphasizes that effective housing policies rely on predictable, voluntary, and by-right incentive frameworks paired with direct public investment, rather than discretionary mandates that discourage developer participation from the outset.

2. Arbitrary Fee Increases and Unmanaged Cash-In-Lieu Funds

The City lacks a comprehensive strategy or operational structure for deploying and managing cash-in-lieu funds. The proposed fee-in-lieu hike for ownership units, increasing by over 106% to \$19.08/sf, imposes a severe regulatory cost on new construction. Discussions regarding the potential outsourcing the management of

Louisville's IHO funds to the City of Boulder would be highly detrimental to our community's autonomy and local housing efforts. Collecting a substantial amount of cash-in-lieu funds without a clear, locally controlled delivery model creates an idle capital repository rather than actual homes.

Empirical financial modeling from the Turner Center provides a stark warning about the unintended macroeconomic consequences of arbitrary fee hikes. Their research shows that heavy, uncalibrated inclusionary burdens suffer from severe diminishing returns, where fee hikes sharply curtail overall housing production. Crucially, Turner's market-wide modeling revealed that if supply suppression causes market-wide rents to rise by a mere 0.8%, the aggregate financial loss imposed on all renters across the city completely negates the entire economic value of every single below-market-rate unit produced under the inclusionary ordinance. In short, overreaching fees risk damaging overall community affordability far more than the few subsidized units can repair.

3. Financing Complexities and the Exclusion of LIHTC

There is a fundamental misunderstanding regarding how affordable housing is financed. Low-Income Housing Tax Credits (LIHTC, 4% and 9% tax credits) are the primary vehicle for equity in affordable developments. Since the program's inception 40 years ago, LIHTC has catalyzed the development of approximately 3.5 million affordable housing units. However, project scale and mixed-use or mixed-income projects present challenges with leveraging LIHTC.

In the last five years, the Colorado Housing and Finance Authority (CHFA) has awarded LIHTC to over 130 projects, but only three projects with fewer than 30 units have been awarded. Given the overhead and fixed costs associated with LIHTC development, a floor on the size of projects essentially exists at 30 units. Because of the scale of projects in Louisville, it would be nearly impossible to provide affordable housing in a mixed-income development while using the largest and most-proven affordable housing financing tool.

If LIHTC units are within a larger building, they typically need to be in a separate condo, adding costs and complexity. As such, LIHTC equity cannot be effectively leveraged for individual affordable units mandated within market-rate developments under an IHO requirement. Because these mixed-income units cannot access federal tax credit equity, the market-rate units must directly absorb the financial gap. This inflates overall housing costs across the entire development, yielding substantially fewer affordable units than could be achieved by leveraging dedicated affordable housing funding streams.

4. Unexamined Policy Assumptions

City Council and staff appear to be moving forward on the assumption that because peer municipalities (such as Boulder, Broomfield, Lafayette, and Longmont) utilize IHOs, Louisville must adopt one as well. Before codifying these changes, Council must address critical unanswered questions:

- a. *Where is the empirical evidence that IHOs effectively produce meaningful affordable housing in communities of our size?*

- b. Has the City interviewed members of the regional development community to understand what specific zoning tools or frameworks would actually incentivize them to build low- and middle-income housing?*
- c. Does the City fully appreciate the capital stack constraints that IHO mandates impose on private projects?*
- d. Is the City aware of the unit-count threshold where a developer is able to effectively offset the cost of affordable housing units with market rate housing units?*

5. Putting the Cart Before the Horse: Premature Timing Ahead of Zoning Reform

Advancing IHO amendments today preempts the comprehensive development code and zoning reform scheduled to begin in 2026. The primary barrier to affordable housing in Louisville is not the absence of an updated IHO, but rather our exclusionary underlying zoning, which prohibits standard naturally occurring affordable housing typologies (such as duplexes, townhomes, and missing-middle multi-family) across most residential zones. Imposing penalizing fees and mandatory ratios while maintaining restrictive zoning is classic "cart before the horse" policy. Real affordability requires systemic zoning reform, not higher regulatory tolls.

This fundamental economic principle is strongly reinforced by a 2025 study from The Pew Charitable Trusts ("New Housing Slows Rent Growth Most for Older, More Affordable Units"). Pew's nationwide data analysis proves that expanding general housing supply through zoning reform is the single most effective tool for slowing rent growth, benefiting lower-income households most directly. Specifically, Pew found that adding new market-rate supply relieves regional demand pressure and slows rent growth most dramatically for older Class C housing, the primary source of naturally occurring affordable housing, by preventing higher-income households from outbidding local workforce families for existing homes. By prioritizing restrictive IHO fee increases over broad zoning reform, Louisville risks stifling the very housing supply needed to stabilize rents community-wide.

Ordinance Amendment: Like-for-Like Requirement

Currently, Louisville's "Like-for-Like" requirement, which mandates that affordable units be essentially identical in size and type to market-rate units, is unintentionally stifling the production of affordable housing. While the intent is to ensure quality, the practical result is a lack of creative, cost-effective solutions.

The "Like-for-Like" or "Unit Comparability" requirement is a common feature in many housing ordinances intended to prevent substandard housing, but in a high-cost market like Louisville, it often acts as a mathematical barrier. If a developer is building 2,500 sq. ft. luxury townhomes, requiring the affordable units to also be 2,500 sq. ft. "wastes" subsidy that could have been used to create two smaller, high-quality units instead.

We should be prioritizing the number of residents housed over the square footage of the structure. I urge the Council to consider an increased flexibility in unit delivery approach. The current ordinance should be amended to allow for "Functional Equivalence" rather than literal

"Like-for-Like" requirements.

- **Decoupling Size and Type:** If a developer is building luxury townhomes, they should be permitted to fulfill their IH requirement by providing a higher number of smaller units (such as condos or apartments) or Accessory Dwelling Units (ADUs) on-site.
- **Maximizing Subsidy:** It is more beneficial to the community to have two high-quality 800 sq. ft. units than one 1,600 sq. ft. luxury unit that happens to be deed-restricted.
- **Alternative Methods:** Allow for the conversion of existing structures or the inclusion of "tiny homes" and ADUs as valid ways to meet the 12% requirement, provided they meet high-quality design standards.

Ordinance Amendment: Scale of Development & Small-Project Exemption

An additional flaw in Louisville's current Inclusionary Housing Ordinance framework is its "one-size-fits-all" application across varying scales of development. An inclusionary mandate relies on economies of scale; larger multi-family developments with dozens or hundreds of units have the financial capacity, capital stack, and spread of fixed costs necessary to absorb affordable housing mandates or fee structures. Small-scale developments do not.

I urge City Council to amend the ordinance to exempt "small" residential projects of 12 units or fewer from IHO requirements entirely. An alternate suggestion is a 10 unit exemption, however a strong preference is given to a 12 unit exemption. Examples of neighboring IHO exemptions include:

- Superior: Requires on-site units for projects over 10 units; developments with fewer than 10 units are permitted to pay a fee-in-lieu.
- Broomfield: Sets high minimum thresholds, applying requirements only to projects with more than 25 for-sale units or more than 5 rental units.

There are compelling policy, economic, and practical reasons for establishing a 12-unit exemption threshold:

- **Eliminating Mathematical and Operational Friction:** With a 12% affordability requirement, a 12-unit project yields mathematically to 1.44 units, and with a rounding up it yields 2 units. Imposing a single deed-restricted unit, or a fractional fee-in-lieu, onto a 4-, 6-, or 10-unit project creates severe operational friction. Managing long-term deed restrictions, income compliance, and HOA dues splits within a small, single-building cluster or townhome HOA imposes a disproportionate administrative burden on both the property owners and City staff.
- **Incentivizing "Missing Middle" and Small Infill Builders:** Small infill projects, such as duplexes, triplexes, townhomes, and small cottage courts, are typically built by small, local builders rather than institutional developers. These projects are crucial for delivering "missing middle" housing types in established neighborhoods. Subjecting small-scale builders to heavy per-square-foot fees or mandatory on-site restrictions stifles small infill projects before they ever leave the drawing board. I can't emphasize enough how important this point is for the future of housing in Louisville.
- **Preventing Artificial Unit Reductions:** Without a clear exemption threshold, developers facing marginal project economics on small parcels are incentivized to downsize their

plans (for example, reducing a potential 10-unit project to a single-family home) simply to avoid regulatory complexity, resulting in a net loss of potential housing supply for Louisville.

- **Alignment with Regional Best Practices:** Establishing project-size thresholds is common practice among Front Range municipalities. Nearby communities recognize that small-scale infill requires different regulatory treatment; for example, peer cities such as Superior and Longmont set thresholds exempting projects under 10 units from on-site mandates to keep small infill viable, as outlined previously.

Exempting projects of 12 units or fewer ensures that Louisville does not inadvertently penalize local infill builders or block the incremental, missing-middle housing types our community needs as we prepare for broader zoning reform.

Market-to-Affordable Acquisition Program

While Louisville has a robust IH ordinance requiring a 12% affordable housing contribution, the current trend shows that developers frequently opt for the cash-in-lieu payment, as mentioned above, rather than building units on-site. This results in a growing Affordable Housing Fund but a stagnation in the actual delivery of units. In a market where construction costs are high and land is scarce, we cannot rely solely on "ground-up" development to meet our community's needs.

I propose that the City of Louisville establish a formal "Market-to-Affordable" acquisition program. Rather than waiting years for a multi-unit project to be built, the City should utilize existing CIL funds to incrementally purchase existing market-rate inventory (condos, townhomes, and small houses) and convert them into permanently deed-restricted affordable housing. An immediate action for the City to help with this process and with affordable housing in general would be the hiring of a staff member dedicated to exploring funding opportunities and pursuit of housing grants. Supplementing City funds with the Affordable and Attainable Housing Tax dollars and/or through available grant programs with DOLA could be an effective strategy to leverage our funds to go further.

To execute this, the City could establish or partner with a Community Development Corporation (CDC). A CDC model offers several advantages over traditional municipal management:

- **Agility:** A CDC can act quickly in the competitive Louisville real estate market, making offers on properties as they become available.
- **Revolving Fund Management:** As properties are sold to income-qualified residents, the proceeds return to the CDC to fund the next acquisition, creating a sustainable, long-term cycle.
- **Professional Oversight:** CDCs specialize in vetting AMI-qualified residents and managing deed restrictions, ensuring the City's investment is protected for 20+ years.

Why This Works for Louisville

- **Immediate Inventory:** Units can be added to the affordable pool in 30-60 days (market closing time) rather than the 2-4 years required for the planning and building of new construction.

- **Scattered-Site Integration:** This model naturally integrates affordable housing throughout existing neighborhoods, maintaining the unique character of Louisville without the need for large-scale rezoning or high-density concentrations.
- **Cost Efficiency:** While the "subsidy gap" in Louisville is significant, using funds to "buy down" an existing home is often more cost-effective per unit than the "all-in" costs of new land acquisition, infrastructure, and vertical construction.
- **Leveraging Historic Preservation Funding:** Louisville's rich historic structure inventory presents a unique opportunity to stack public capital. By converting market-rate, historically designated or eligible properties into deed-restricted affordable units, the City or CDC can leverage local, state, and federal historic preservation grants and tax credits. This creates dual community value: preserving Louisville's historic architectural fabric while leveraging external preservation dollars to buy down housing acquisition and restoration costs.
- **Leveraging Regional Success:** This model is currently utilized successfully by mountain communities (such as Vail's "InDEED" program) and is being piloted in Boulder. Louisville has the opportunity to lead the Front Range in adapting this model for its Old Town Overlay area and its suburban neighborhoods.

As you deliberate on the IH Ordinance updates, I urge you to:

- **Formalize the "Buy-Down" Pathway:** Explicitly list property acquisition and deed-restriction "buy-downs" as an approved use of the Affordable Housing Trust Fund.
- **Conduct a CDC Feasibility Study:** Evaluate the costs and benefits of forming a Louisville-specific CDC or a sub-entity of the current Housing Authority dedicated to market-to-affordable conversions. At a minimum, hire a staff member to be dedicated to housing.
- **Integrate Historic Preservation Capital as a Win-Win Model:** Coordinate with Louisville's Historic Preservation Commission to explicitly stack preservation grants and incentives into the acquisition and rehabilitation capital stack for historic affordable conversions.
- **Target the "Missing Middle":** Prioritize acquisitions that serve the 60%-100% AMI range to support our local workforce, including teachers, first responders, and municipal employees.

Conclusion & Essential Ordinance Safeguards

Rather than penalizing housing production through an updated fee and a restrictive ordinance framework, Louisville should pause these IHO amendments until our upcoming zoning reform is completed. However, if Council believes it is critical to continue down the path of amending the inclusionary housing ordinance at this time, then we should make it "less bad" by integrating these essential policy elements directly into the language of the code:

1. **Provide True By-Right Incentives:** Shift all proposed incentives, including density, height, and parking adjustments, from discretionary approvals to predictable, by-right entitlements so developers have absolute certainty when designing projects.
2. **Eliminate Like-for-Like Requirements:** Codify flexible "functional equivalence" standards that allow developers to deliver more total units rather than restricting them to identical market-rate sizes and types.

3. **Develop a Published Fund Management Plan:** Establish and publish a clear, locally controlled operational plan for administering and deploying cash-in-lieu funds prior to collecting increased fee amounts.
4. **Exempt Small housing developments of 12 units or less:** Missing Middle housing can supply needed attainable naturally occurring affordable housing outside of the inclusionary zoning structure, and should be encouraged.

Having an actionable plan in place to execute and administer an inclusionary housing ordinance should not be treated as a "next step" to figure out down the road—it must be baked directly into the ordinance itself.

Thank you for your leadership and dedication to the future of Louisville.

Sincerely,

Andy Johnson
Strong Towns Louisville

City Council Public Hearing

(Continued from August 18, 2026)

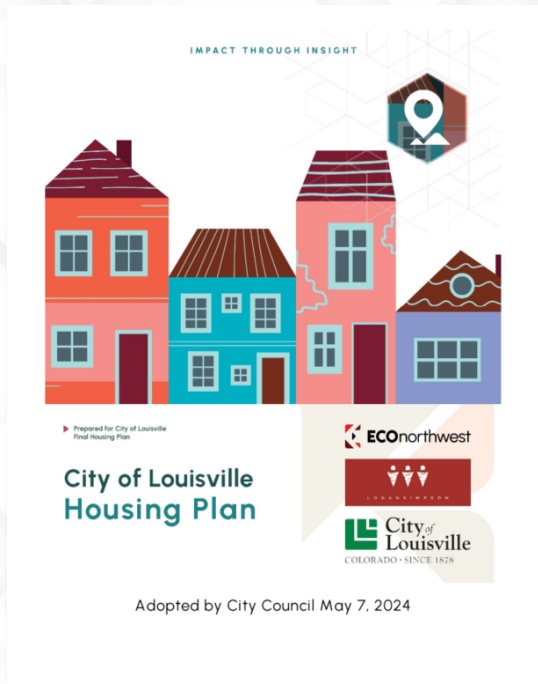
September 15, 2026

Targeted updates to the City's Inclusionary
Housing Ordinance

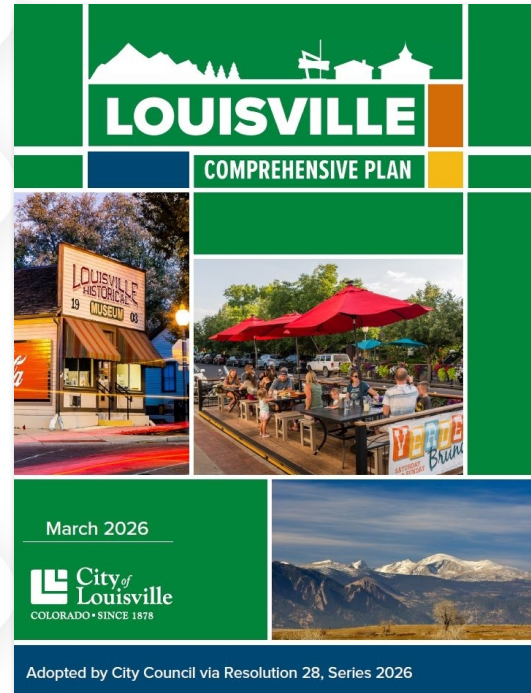
Purpose

- 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

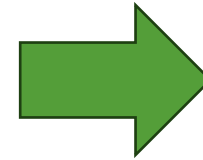
Development Code Update



2024



2026



Development Code Update

- \$196k of ~\$1 million budget to addressing housing affordability from DOLA grant (including IHO)
- Housing policy specialists on team
- Numerous community and City Council engagement opportunities

2026 > 2028 (est.)

Planning Commission

- May 15, 2026 – unanimous recommendation of approval, no conditions
- Support for more flexibility to administratively update fees without ordinance change (change made)
- No consideration of building height incentive
- Fee updated since May with new market data

City Council Recent Discussions

- First Reading (7/28/26) – questions raised regarding refinements
- Second Reading (8/18/26) – Council direction on specific requested amendments reflected in ordinance

Amendments

On 8/18/26, City Council directed staff to revise:

1. The “like for like” requirements for affordable units related to market rate units
2. Timing of required fee in lieu tied to amount at final PUD approval, not at time of building permit
3. Incentives for projects providing onsite affordable complying with the IHO:
 - a. Residential density and lot coverage 20% bonus incentives “by right”
 - b. Keep building height incentive (1 story or 15’) as discretionary
 - c. Allow “Expedited PUD” automatically
4. Enhanced density bonus (30%) for sale or rent projects providing 20% onsite affordable
5. Threshold for projects to comply with the IHO to 10 or more units

All of these have been addressed in the ordinance, with options for the “like for like” related to average vs proportionate. Staff also included rounding clarification language.

Like for Like Requirements

Two main components of like for like amendments:

- Design and Materials
- Unit Mix
 - Average
 - Proportionate option

Like for Like Requirements: Design and Materials

- Replace existing “design and materials” standard
- Require affordable units to be functionally equivalent in construction and appearance
- Interior finishes excluded from equivalency requirement

Proposed Language: *“The affordable units shall be functionally equivalent in construction and appearance to the other dwelling units in the residential development, excluding interior finishes.”*

Like for Like Requirements: Unit Mix (Average)

- Council direction: affordable units should have the same average number of bedrooms as market-rate units
- Affordable units would collectively be required to meet the average
- Provides flexibility in how individual affordable units are configured

Proposed Language: The affordable units shall collectively have an average number of bedrooms equivalent to the average number of bedrooms of the market rate units in the residential development, with the market-rate average rounded to the nearest whole number and fractions of one-half (0.5) rounded up.

Like for Like Requirements: Unit Mix (Average)

“Average” Example:

- 100 unit project with 12% onsite affordable
- 88 market units – $\frac{1}{2}$ 1 bedroom, $\frac{1}{2}$ 3 bedroom
- 12 affordable units must average 2 bedrooms, so all affordable units could be 2 bedroom

Like for Like Requirements: Unit Mix (Proportionate)

- Staff also evaluated a proportionate approach
- Boulder and Denver use proportional bedroom mix standards
- Proportionate approach:
 - More closely reflects the actual market-rate bedroom mix
 - Provides better opportunity to support larger bedroom units = more family friendly housing
 - Is less flexible than the average requirement

Alternative – Proportionate Approach: "The affordable units shall contain a mix of bedroom counts proportionate to the bedroom mix of the market-rate units, as closely as practicable."

Like for Like Requirements: Unit Mix (Proportionate)

“Proportionate” Example:

- 100 unit project with 12% onsite affordable
- 88 market units – ½ 1 bedroom, ½ 3 bedroom
- 12 affordable units must have ½ 1 bedroom, ½ 3 bedroom

Like for Like Requirements: Unit Mix

- Staff seeks Council direction: “Average” vs. “proportionate” approach
- Average: More flexibility, but affordable units may not reflect the market-rate bedroom mix
- Proportionate: Less flexibility, but more closely matches the market-rate bedroom mix and supports family friendly housing

Council Options

1. Adopt ordinance as is
2. Adopt ordinance with amendments
3. Defer to Development Code Update

Staff Recommendation

Staff recommends approval of Ordinance 1936, Series 2026 regarding Inclusionary Housing because it:

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

Subject: Discussion / Direction: Survey Results — Marshall Fire Five Year Remembrance Project
Discussion / Direction provides Council with the opportunity to learn about an item, ask questions, and provide feedback to staff. There will be one round of public comment. There will be no final decisions made on this item, and it may return at a later date for action by Council.

Date: September 15, 2026

Prepared By: Brandi Cummings, Director

Presented By: Brandi Cummings, Director

Summary:

Staff is presenting the full findings from the Marshall Fire 5 Year Remembrance Community Survey and seeking Council direction on use of the City's dedicated remembrance funds. The updated full survey report includes 475 anonymous responses, with 615 total visitors to the Engage Louisville CO project page. Survey results show broad support for a five-year remembrance, with 65.7% of respondents rating the project as very important or important and 87.4% rating it at least somewhat important.

Staff recommends contributing \$25,000 to Superior's planned remembrance and outdoor gathering project, matching the amount Superior spent on design for the space, and reserving the remaining \$10,000 for Louisville-based programming around the anniversary date. This approach recognizes the shared regional nature of the Marshall Fire while preserving a local opportunity for reflection, history, gratitude, and community healing.

Background / Prior Discussions:

The Marshall Fire was a major regional event that affected Louisville, Superior, unincorporated Boulder County, and surrounding communities. Louisville has dedicated funds for a five-year remembrance effort and conducted a community survey to better understand community priorities before making a funding recommendation.

The City's five-year Marshall Fire remembrance effort has developed through a series of Council actions, community engagement efforts, and regional partnership discussions:

May 2025

Louisville City Council dedicated \$35,000 to support the development of a 2026 Five-Year Marshall Fire Remembrance Project and related programming, directing the Cultural Advisory Board to work with Arts & Events staff to design a community-

informed approach. This funding allocation is referenced in internal materials prepared for Council and community engagement.

November 2025

Council reviewed a draft community survey—developed by Cultural Services staff in partnership with the Cultural Advisory Board—seeking public input on project concepts and programming preferences.

December 2025

Community members requested that City Staff and City Council consider contributing to and/or collaborating on the Town of Superior's Marshall Fire Memorial Project.

May 2026

Louisville City Council and the Superior Town Council held a joint meeting and expressed mutual interest in collaborating on both the Remembrance Project and related community programming.

July 2026

Louisville City Council received a presentation from Davis Partnership Architects and Land Design on current project design in Superior. City Staff was directed to open a community survey to gauge sentiment about joining the current project design or pursuing a separate project.

The survey asked respondents about fire impact, the importance of a remembrance project, potential collaboration with Superior, preferred terminology, hoped-for community purpose, potential Louisville-based concepts and locations, and open-ended project ideas. The full findings are included as an attachment and the accompanying PowerPoint summarizes key themes and decision points.

Development Proposal:

N/A

Analysis:

The survey results show meaningful support for remembrance, but not a single uniform path forward. The strongest purpose identified was recognizing community healing, closeness, and support fostered in the aftermath of the fire (66.5%), followed by documenting history (59.6%), offering a place for reflection (54.9%), and honoring actions taken during and after the event (53.1%).

When asked about directing Louisville funds to Superior's planned project, 15.8% supported directing the full amount to Superior and 23.4% supported directing part of the funds to Superior while reserving some for a Louisville-based effort. An additional 21.7% were unsure and wanted more information. At the same time, 34.7% preferred allocating funds exclusively to a Louisville-based project. Staff interprets these results as supporting a balanced approach: participate in the shared regional remembrance while retaining a Louisville-specific anniversary component.

- Among the 15.8% of respondents who supported directing the full amount to Superior's project, common themes included the value of demonstrating unity between the two communities, concern about limited resources being divided among competing projects, and recognition of the strong sense of neighborly connection experienced during and after the fire.
- Among the 23.4% of respondents who supported directing a portion of the funds to Superior while reserving some for a Louisville-based effort, themes included interest in matching Superior's municipal contribution, opportunities for community fundraising, and support for a Louisville-based event or smaller-scale reflection. Downtown Louisville and Davidson Mesa were specifically identified by some respondents as potential locations.
- Among the 21.7% of respondents who indicated they needed more information, the peace garden emerged as the most favorably viewed project concept, with the Arboretum most commonly identified as a preferred location. Open-ended responses from this group reflected a range of perspectives, including interest in programming rather than an additional permanent memorial, suggestions for installations at Davidson Mesa, proposals to use funds for resident rebates, and concerns about the overall cost of Superior's project. Some respondents expressed greater support for the project if additional funding were raised through community or private contributions rather than relying solely on public funds.
- Among the 34.7% of respondents who preferred allocating the funds entirely to a Louisville-based project, common themes included concern about overall project costs, interest in wildfire mitigation and education, resident assistance or rebates, and opportunities to support other Colorado communities affected by wildfire. Respondents also expressed differing perspectives on the Arboretum as a potential location. Additional suggestions included street or neighborhood signage recognizing areas directly affected by the fire.
- Among the 8% of respondents who selected "no opinion" regarding use of the dedicated funds, relatively few open-ended comments were provided. Those responses included reflections on the experience of living with ongoing reminders of the fire, interest in a moment or opportunity for quiet reflection, and suggestions that the funds be used to support other wildfire survivors in Colorado.

Open-ended responses reinforced this balance. Respondents expressed interest in collaboration with Superior and Boulder County, a visible Louisville connection, a living or reflective space, history and interpretation, participatory art, and sensitivity to scale, cost, trauma, and permanent reminders. Several respondents also emphasized that

anniversary events or programs could be more healing than adding another permanent physical memorial.

Council Work Plan:

N/A

Fiscal Impact:

The recommendation uses the existing dedicated remembrance funds and does not require additional appropriation beyond the funds already identified for this purpose. The proposed allocation is:

\$25,000 contribution to Superior's planned remembrance and outdoor gathering project, matching Superior's design investment for the space.

\$10,000 reserved for Louisville-based programming around the anniversary date.

Alternatives:

- Direct the full amount to Superior's planned remembrance project.
- Reserve all funds for a Louisville-based physical project or programming effort. Available funding would support one of the proposed projects in it's current scope, but would not support additional programming.

Recommendation:

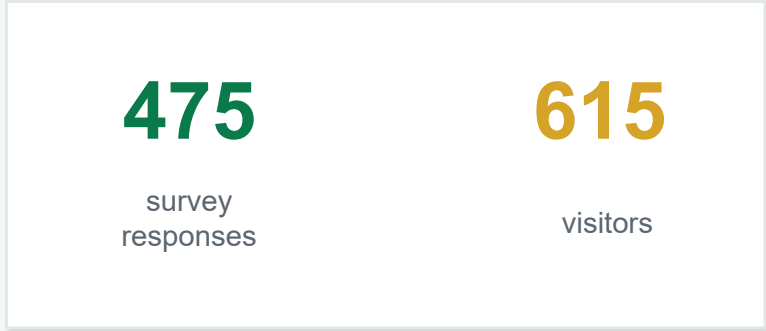
Staff recommends that Council direct staff to contribute \$25,000 to Superior's planned Marshall Fire remembrance and outdoor gathering project, matching Superior's design investment, and reserve the remaining \$10,000 for Louisville-based programming around the anniversary date.

Attachments:

1. Marshall_Fire_Remembrance_Survey_Council_Update
2. MF5 Survey Results

Marshall Fire 5 Year Remembrance Survey

Findings from the full survey report and staff recommendation for use of dedicated remembrance funds



Survey participation and lived experience

The survey reflects both direct survivor experience and broader community impact.

91%

were living in Louisville at the time of the fire

62%

lost or damaged homes

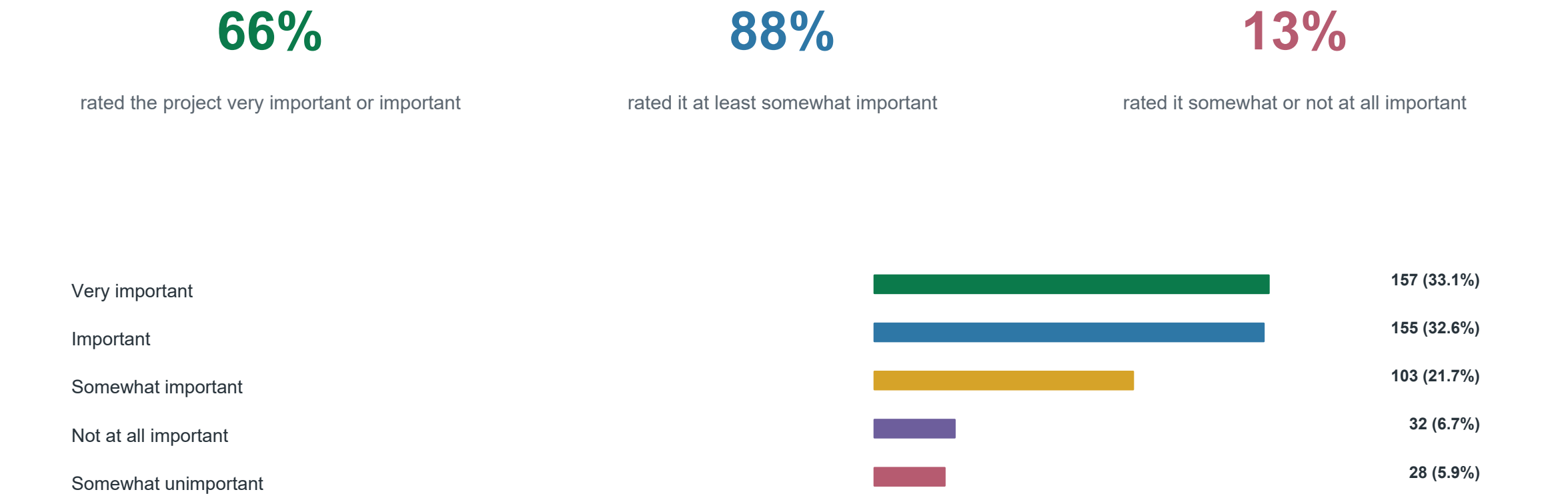
31%

were indirectly affected community members

Impact profile



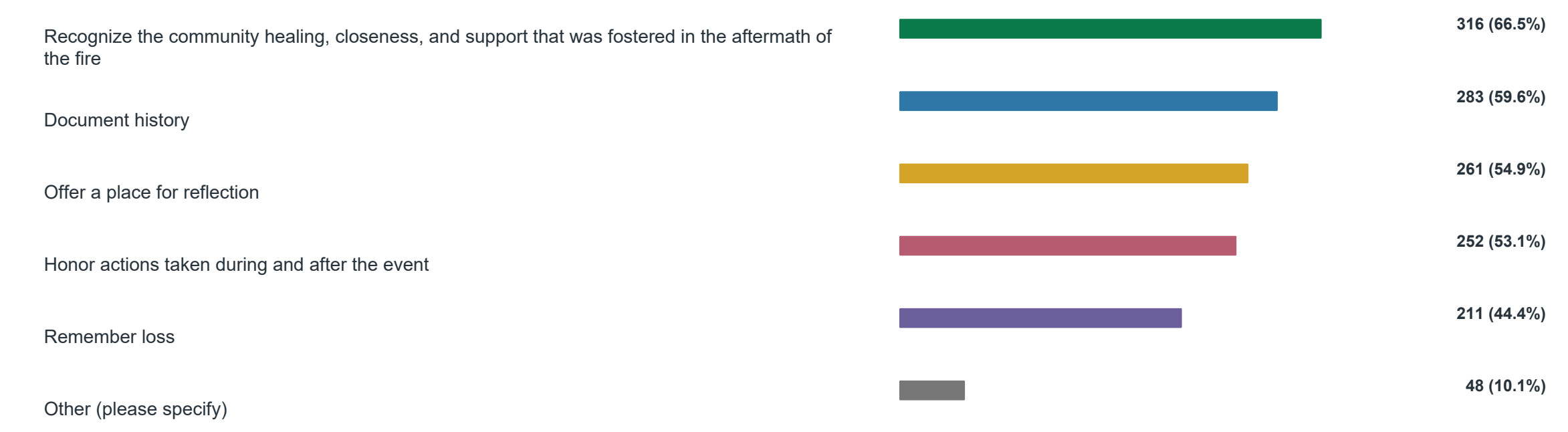
The community sees value in a remembrance



Finding: There is strong overall support for some form of five-year remembrance, with a visible minority asking the City to move carefully because reminders can be painful or because funds could be used in other ways.

Purpose: healing, history and community resilience

Respondents selected multiple purposes. The highest-scoring purpose was recognizing community healing, closeness and support after the fire.

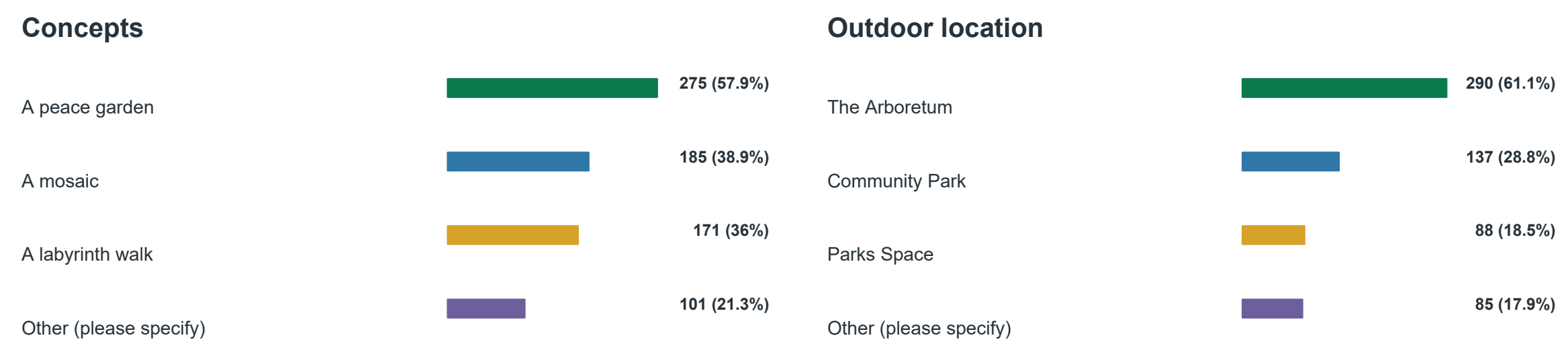


Implication for design and programming

A successful remembrance should not be only about loss. It should also tell the story of community response, mutual aid, first responders, rebuilding, learning and long-term resilience.

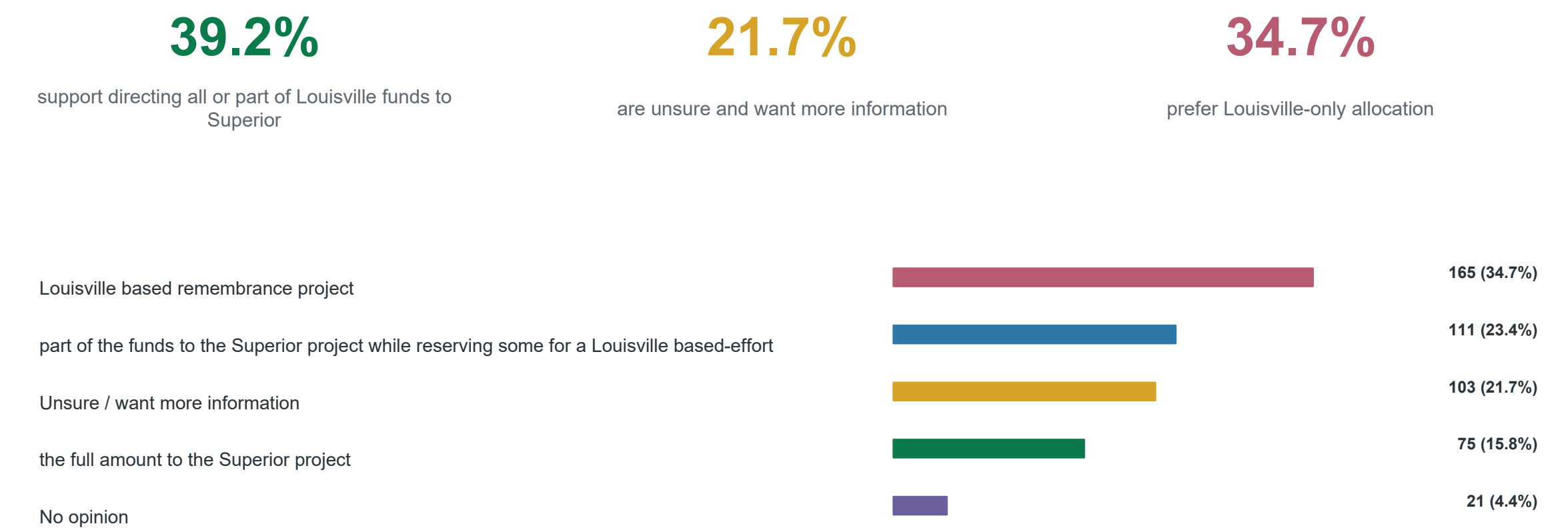
Project ideas and locations point toward a living, reflective space

Among Louisville-based concepts, a peace garden received the strongest response. For outdoor placement, the Arboretum remained the clear first preference.



Design takeaway: If Council pursues a Louisville-specific element, the survey points most strongly to a modest, reflective, living component - especially one that connects to the Arboretum, existing remembrance features, or community history.

Funding Superior: divided, but more support/open than opposition



Interpretation: the results do not show unanimity. They support a balanced approach that participates in the shared regional remembrance while preserving a visible Louisville anniversary component.

Open-ended comments: six themes to carry forward

82 respondents provided alternative ideas or comments. Comments reinforced the quantitative results and added nuance around scale, sensitivity, and collaboration.



Key tension: many respondents want the remembrance to be meaningful and lasting; others want it to be modest, non-triggering, useful, or focused on prevention and anniversary programming.

Representative comments: aspiration and caution

“The memorial should honor the losses of the Marshall Fire while also recognizing the resilience, compassion, and rebuilding that followed...”

Aspiration: thoughtful, lasting, inspiring

“I hope there is a way to explicitly thank all those who sheltered us... I would like to say thank you publicly for this generosity.”

Purpose: gratitude and mutual aid

“I support the idea of the project taking the form of anniversary events and programs as opposed to a physical memorial.”

Caution: not everyone wants another permanent reminder

“It would be cool to show how Louisville and Superior came together as a single community of people to heal.”

Partnership: shared regional story

Quotes are anonymous and lightly excerpted for length; full comments are included in the attached findings.

Staff recommendation: match design investment and reserve local programming

Staff recommends a balanced use of Louisville's dedicated remembrance funds.

\$25,000

Match Superior's design investment

Contribute toward Superior's planned remembrance and outdoor gathering project, recognizing the shared regional nature of the Marshall Fire.

\$10,000

Reserve for Louisville anniversary programming

Support local programs around the anniversary date that center remembrance, history, reflection, gratitude and community healing.

Why this approach:

It responds to survey support for regional collaboration, honors the shared impact across communities, and preserves a Louisville-specific way to gather, reflect, and mark the anniversary.

How the recommendation aligns with the findings

Survey finding

Recommendation response

39.2% support directing all or part of funds to Superior; 21.7% want more information	A \$25,000 match participates in the shared project without directing the full amount away from Louisville.
34.7% prefer a Louisville-only allocation	\$10,000 remains available for Louisville anniversary programming and local storytelling.
Top purposes: healing/support, documenting history, reflection and honoring actions	Programming can directly support reflection, history, gratitude, and community healing.
Open comments show sensitivity to scale, cost, and permanent reminders	A programming reserve allows flexible, temporary, trauma-informed activities.

Council direction requested: confirm whether to advance the \$25,000 contribution and reserve \$10,000 for anniversary programming.

Questions for Council discussion

- 1 Does Council support matching Superior's \$25,000 design investment as Louisville's contribution to the shared remembrance project?
- 2 Does Council support reserving the remaining \$10,000 for Louisville-based programming around the anniversary date?
- 3 Does Council propose an alternative to the staff recommendation?

Marshall Fire 5 Year Remembrance Survey

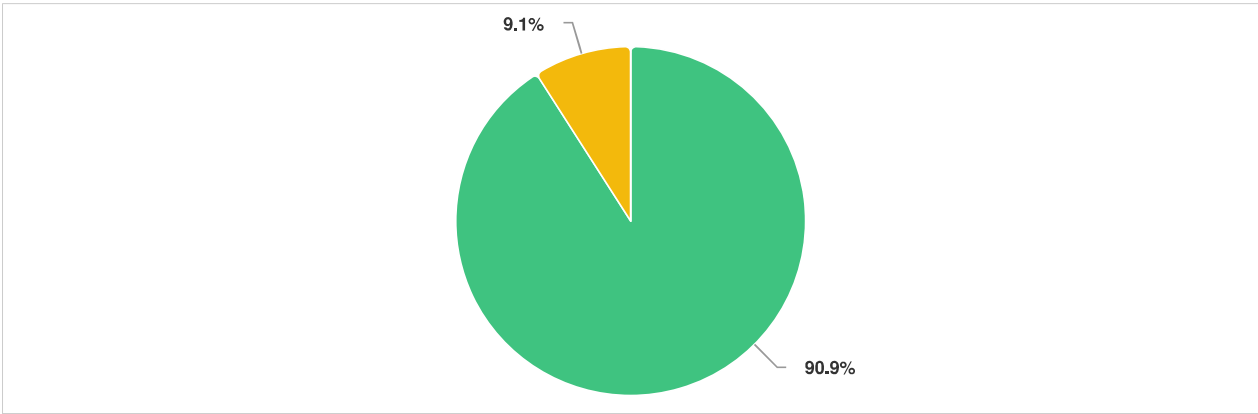
SURVEY RESPONSE REPORT

15 July 2026 - 01 September 2026

PROJECT NAME:

Marshall Fire 5 Year Remembrance Community Survey

Q1. Were you living in Louisville at the time of the Marshall Fire?

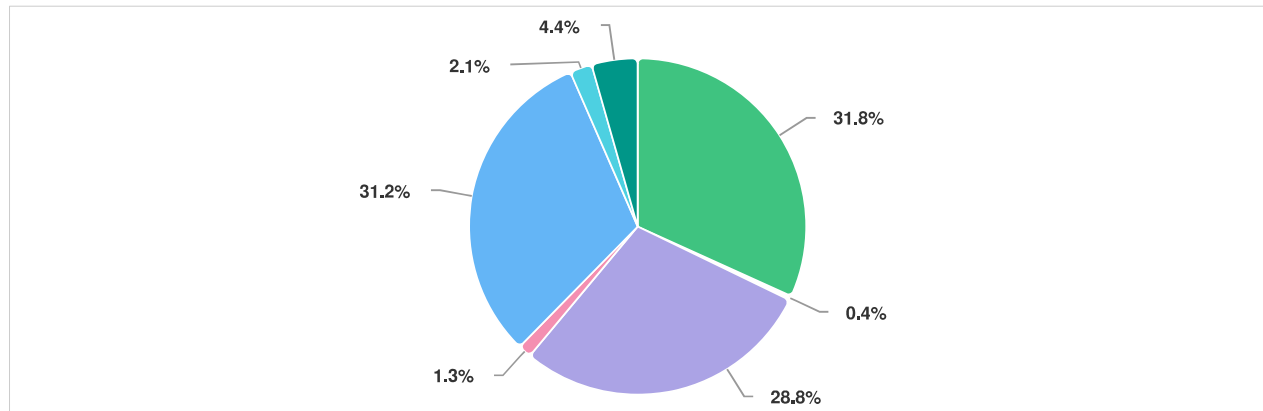


Question options	responses	%
Yes	432	90.9
No	43	9.1

475 responses - 0 skipped

Question type : Radio Button Question

Q2. How has the Marshall Fire impacted you?

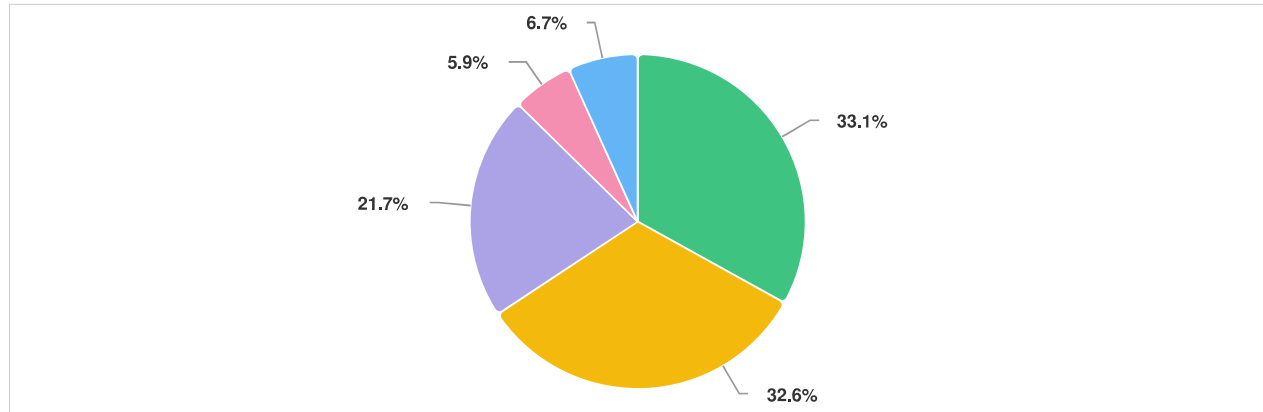


Question options	responses	%
● Directly, my home was lost (home owner)	151	31.8
● Directly, my home was lost (home renter)	2	0.4
● Directly, my home was damaged (home owner)	137	28.8
● Directly, my home was damaged (home renter)	6	1.3
● Indirectly, my home was not lost or damaged, but it affected me as a community member	148	31.2
● I have not been affected by the Marshall Fire/I moved here after the fire	10	2.1
● Other (please specify)	21	4.4

475 responses · 0 skipped

Question type : Radio Button Question

Q3. How important, in your opinion, is it for the City of Louisville to develop and realize a remembrance project for the five-year anniversary of the Marshall Fire in 2026?

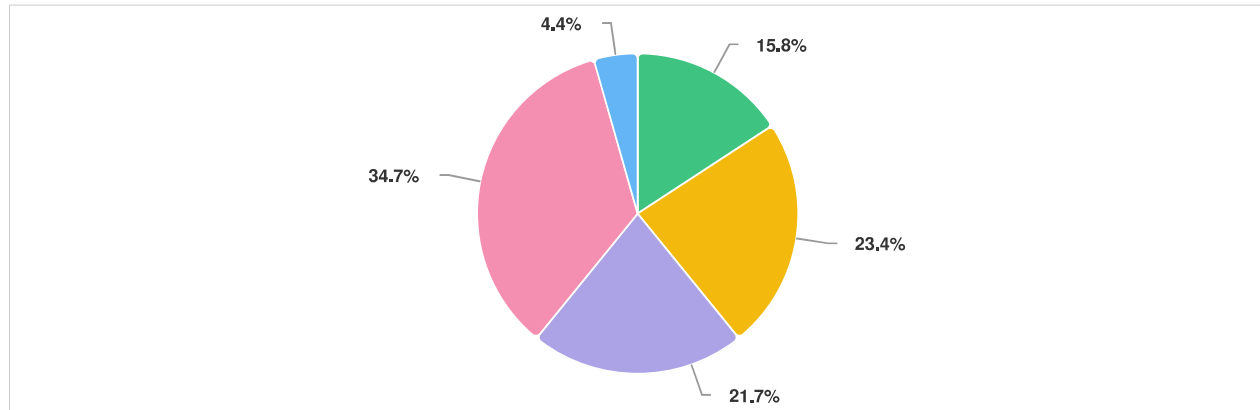


Question options	responses	%
Very important	157	33.1
Important	155	32.6
Somewhat important	103	21.7
Somewhat unimportant	28	5.9
Not at all important	32	6.7

475 responses · 0 skipped

Question type : Radio Button Question

Q4. Would you support directing Louisville's dedicated Marshall Fire remembrance funds—either in whole or in part—toward Superior's planned remembrance and outdoor gathering project (view the current Superior remembrance and outdoor gathering project [here](#))?

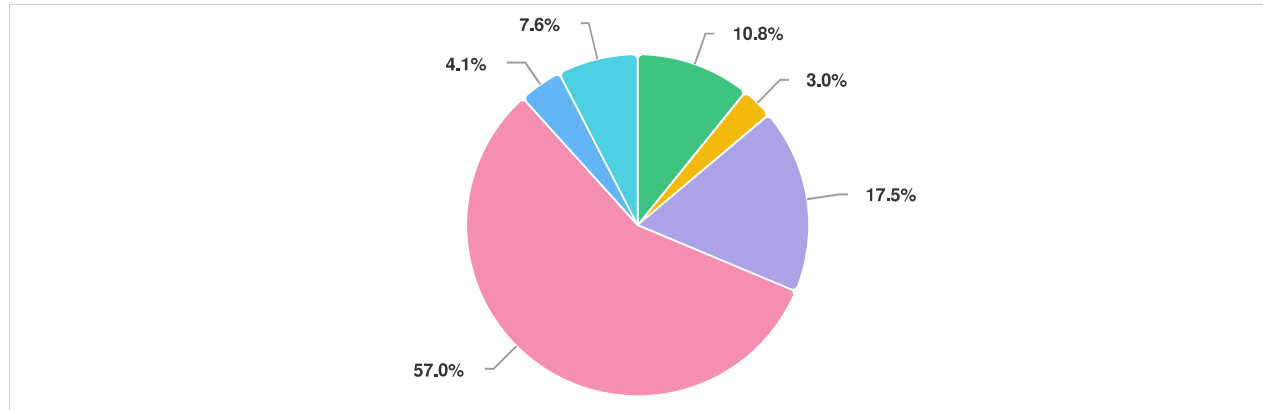


Question options	responses	%
● Yes, I would support directing the full amount to the Superior project	75	15.8
● Yes, I would support directing part of the funds to the Superior project while reserving some for a Louisville based-effort	111	23.4
● I am unsure and would like more information	103	21.7
● No, I prefer Louisville allocate its funds exclusively to a Louisville based remembrance project	165	34.7
● No opinion	21	4.4

475 responses • 0 skipped

Question type : Radio Button Question

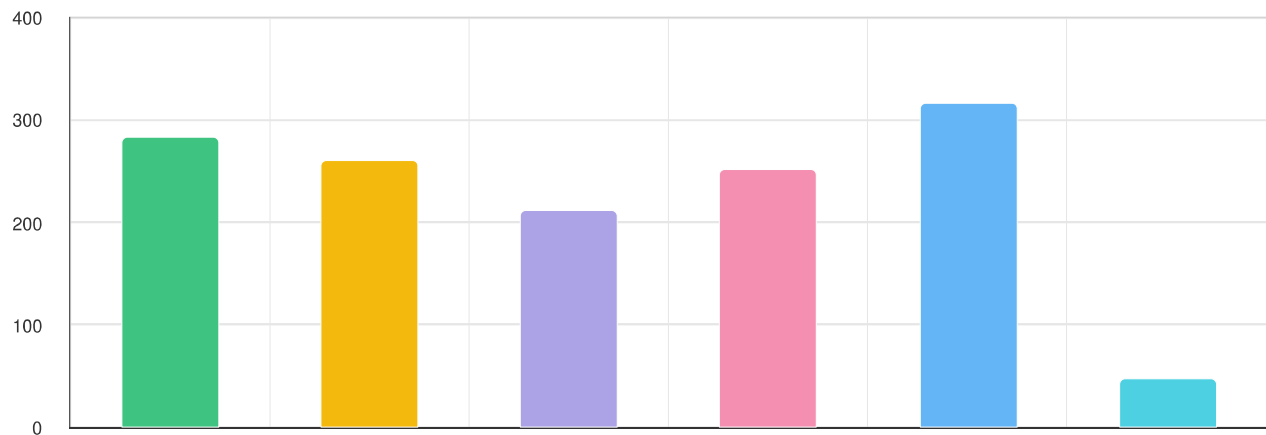
Q5. To date, we have been referring to Louisville's effort to commemorate the Marshall Fire as a "remembrance". What words should be used for the commemoration of the Marshall Fire event?



Question options	responses	%
● Memorial	50	10.8
● Marker	14	3.0
● Reflection	81	17.5
● Remembrance	264	57.0
● Tribute	19	4.1
● Other (please specify)	35	7.6

Optional question • 463 responses • 12 skipped

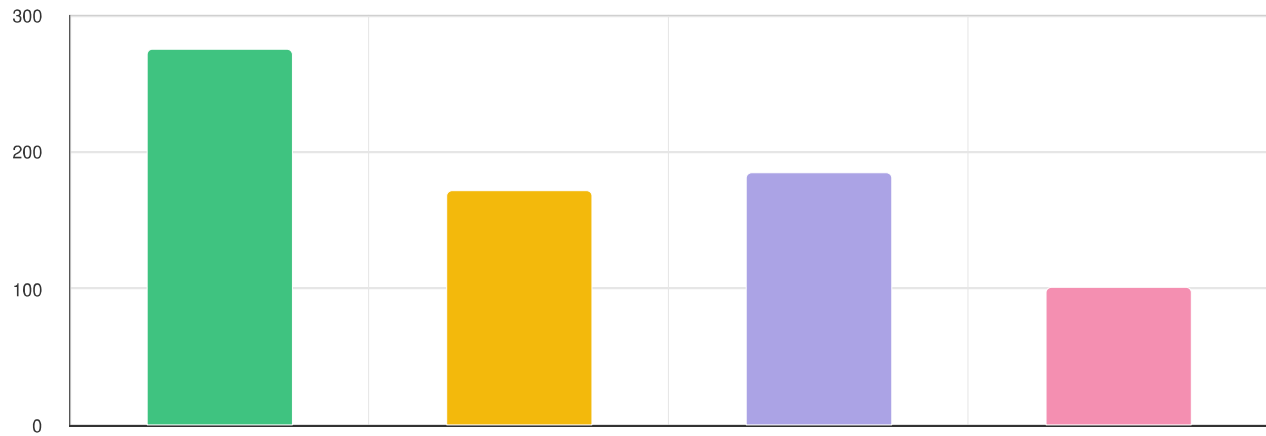
Question type : Radio Button Question

Q6. What purpose/effect(s) do you hope this project will serve for the Louisville community?**Question options****responses****%**

 Document history	283	60.3
 Offer a place for reflection	261	55.7
 Remember loss	211	45.0
 Honor actions taken during and after the event	252	53.7
 Recognize the community healing, closeness, and support that was fostered in the aftermath of the fire	316	67.4
 Other (please specify)	48	10.2

Optional question • 469 responses • 6 skipped**Question type** : Checkbox Question

Q7. A few primary ideas have emerged for what a Louisville-based project could be. Please select all the ideas that resonate with you.

**Question options****responses****%**

● A peace garden

275

57.9

● A labyrinth walk

171

36.0

● A mosaic

185

38.9

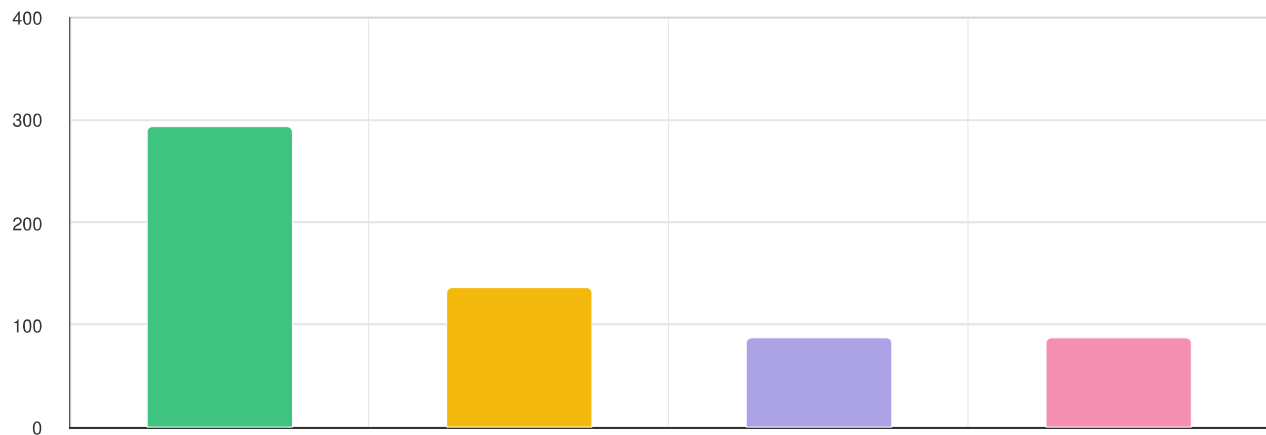
● Other (please specify)

101

21.3

475 responses · 0 skipped

Question type : Checkbox Question

Q8. Assuming an outdoor installation for the project is desired, where should it be located?

Question options	responses	%
● The Arboretum	293	61.7
● Community Park	136	28.6
● Parks Space	88	18.5
● Other (please specify)	87	18.3

475 responses · 0 skipped

Question type : Checkbox Question

Q9. If you have an alternative idea for a project, describe it here.

Screen Name Redacted

7/17/2026 01:31 PM

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Something in downtown, on Main Street

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Get off of your butt and process the permit fee rebates!!!

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You should give the \$35k to the people who lost their homes. Or, just survey them about this, not the entire community.

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Combine into one with superior and boulder county. Let's make one more notable site over multiple.

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Send \$ to support fire victims of 2026 wildfires.

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Something that can be easily identified as to what it represents. So, people would know what it was when they were passing by. Show something that represents rebuilding and strength. Tells a story. Shows some kind of abstract map of the areas impacted. Written words in stone or signage that tells the history of what happened.

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Be sure to include the Museum's collection of Marshall Fire experiences, as well as a mention of the sculpture for lost pets. Have signage at the peace garden, directing visitors to these other locations. Could the Library have school children write a booklet of poems on recovery and rebuilding?

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It would be cool to show how Louisville and Superior came together as a single community of people to heal. Problem is the us36 is 'in the way'. There is that ped overpass and water easement going between our homes over 36 by avista. Maybe something on both sides of that for each community's remembrance and the bridge connecting our communities and shared remembrance.

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Please do it at the arboretum—it has been neglected and could be beautiful with trees that will grow well for the area.

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I like the idea of a marker of some sort that lists the facts about what happened on that day, how many homes were lost and the number of people affected. It should be in a park or common area within the fire zone so that those affected can have a place to remember and reflect.

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Like a battlefield, markers for each spot

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Painting mural in downtown Louisville

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I believe there is an opportunity to create a truly unique and meaningful memorial that could become a defining place for Louisville and Boulder County. Rather than selecting a predetermined concept, I encourage the City to pursue a thoughtful public design process or design competition that invites artists, architects, landscape architects, and community members to help shape the outcome. The memorial should honor the losses of the Marshall Fire while also recognizing the resilience, compassion, and rebuilding that followed, creating a place that continues to serve and inspire future generations.

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Time series of before, during, after (1,2,3,4,5yrs) - mostly satellite but on the ground photos. As part of the existing Davidson Mesa pavillion signage.

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Don't put the memorial/remembrance on or near open space.

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A mosaic where families can participate in placing objects or items within the overall design. See town of Lyons clarifier mosaic

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I like the idea of a garden but I also think an in-person gathering to commemorate the anniversary could be meaningful. I am extremely opposed to funding the Superior project with City of Louisville money--especially since the residents of Superior didn't want their own city money to go to the project. Thank you for giving Louisville residents a chance to share our thoughts.

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I'm fine collaborating with Superior as long as the project reflects the whole MF community. I also agree with Mayor Leh that the MF was a major historical event for Louisville, and should be documented and remembered as such. And my strongest opinion is that whatever we do should include a component about what we learned and our shared responsibility with City and LFPD leaders to reduce risk going forward.

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Benches and signage along the Davidson Mesa open space . This could include the weather and ecology that led to the natural disaster as well as the community response not just to the fire but through recovery and rebuilding

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I would either go with a superior project (if they get serious about budget and fundraising only), or go with the Louisville project that doesn't compete with their fundraising. It's absurd to divide the money between two projects, there is so little of it.

Also, why in the previous question do you ask if we support a memorial for the five-year anniversary? That's confusing, you're absolutely not going to have anything decided by then.

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The project should include honoring the police and fire departments, as well as the Boulder County ARES volunteers who provided alternative communications and helped staff emergency shelters to keep victims safe.

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Screen Name Redacted 7/17/2026 04:04 PM	A contemplative place with a mural and benches and description of the events that transpired and the heroic actions to save the city.
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Screen Name Redacted 7/17/2026 04:15 PM	
Screen Name Redacted 7/17/2026 04:23 PM	Children's garden
Screen Name Redacted 7/17/2026 04:26 PM	I support the idea of the project taking the form of anniversary events and programs as opposed to a physical memorial. The survey questions seem to be assuming that a physical memorial is the only option for a remembrance project. The survey would have been more useful if it were used to solicit opinions on whether the project should even be physical. Louisville already has at least two permanent, public, physical memorials to the fire - the one in front of City Hall and the pet memorial in the Arboretum (in addition to a great deal of documentation and memorializing of the event through the Historical Museum and other parts of the City government). I avoid the existing physical memorials because they bring back painful memories. A few events/programs to take place at around the time of the anniversary would be more healing and would avoid the issue of adding yet another permanent, public, physical fire memorial to those that have already been installed on City property.
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Since I do not see an area for comments I will enter here:

In watching the presentation on the Superior project it is beautifully thought through and has many significant design features to remember the Marshall Fire. As a Louisville resident the 398 poles to signify the structures lost only in Superior would not show the full impact affecting the structures lost in Louisville and Boulder County. Therefore the question to use Louisville funds is more difficult leading to asking is this being proposed as a Superior only project or a "Marshall Fire" project.

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I suggest a colored natural stone labyrinth walk with mosaic imagery imbedded into the path. Participants see a specific sequence of images at their feet as they walk the labyrinth. The images and color of the pathway could correspond to the 4-ring concept of the Superior project. 1) Destruction: Red, yellow and oranges representing the actual fire 2) Displacement and absence: grey and blacks, dark colors 3) Recognition: whites and silver 4) Redemption: colors of plants, butterflies and flowers.

www.earthboundstone.com

Earthbound is a new business based in Superior utilizing waste natural stone to build unique, artistic patios and walkways. We would be willing to execute this project at a significant discount (very close to the actual cost of materials and labor) to build our portfolio of projects and increase community exposure. We would collaborate with a talented mosaic artist for the imagery imbedded in the labyrinth. Please contact us if you are interested in discussing this further and exploring other design ideas.

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Street or neighborhoods signs

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While it could be divisive politically, it's not common for a President to visit the community but something like a plaque commemorating Biden's visit may be something to consider in addition to a mosaic or memorial.

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It is time to let it go rather than bringing up those memories again. Celebrate the present.

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I hope there is a way to explicitly thank all those who sheltered us in the immediate evacuation and for the next several years. Many of us lived with others as their long term guests. Many of us arrived unannounced with pets and toothbrushes. I would like to say thank you publicly for this generosity.

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I strongly feel any remembrance project should be in the Arboretum because it was in the thick of the fire. Community Park was not impacted. It needs to be at ground zero.

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I don't like Superior's plan for adding a huge hardscape area to their open space and paving over all of that land. It's a bit over-done and large.

I don't believe the project needs to be a big hardscape project; it can be an art installation or reflection area / peace garden. Some examples include the pet memorial in the arboretum or the art installation in front of city hall.

I do like the idea of a mosaic or other art installation that focuses on the community and how people responded: from first responders to those working with the water supply to the national guard to our neighbors and City Council -- and how we all felt supported and uplifted in the aftermath.

Something next to the pet memorial at the Arboretum may be a good option location-wise to tie into that area. That location specifically is also closer to the impacted area.

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See above for alternatives.

Regarding partnership with Superior I would welcome joint partnership with Louisville and Boulder County, however, if they are not allocating tax payer funding but doing it by fundraising, I hesitate to using some of City of Louisville budgeted funds, but rather they reach out to the entire county and attribute it as a joint effort.

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Donate the money to support current wildfire victims in Colorado

Some inspiration:

<https://www.hopeplazaparadise.com/project>

<https://edgeeffects.net/wildfire-memorial/>

https://future.ncpc.gov/pdf/Climate_Chronograph.pdf

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The arboretum is simply not a compelling place at this time - a remembrance there would not bestow appropriate respect, nor could it improve that space on its own

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Something that celebrates resilience and forward progress after the fire - statue, etc -- but focus on the good that has come from it

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A community solar panel + battery system to reduce community carbon impacts. Think about how to make Louisville as a whole carbon neutral. Do something to address the problem!

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I did like the three rings representation as offered currently from the city of Superior. The fire event was layered in time and place. The rings help capture that.

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A park with fountain

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Perhaps something that acknowledges and remembers what happened in the multiple communities/neighborhoods impacted. Small plaque, statue. As there is not a lot of money allocated keep it simple.

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Why have 2 separate memorials in Louisville and Superior? The fire was was 1 event. Superior already has a nice plan developed. Please pool the resources to make for 1 nice memorial site.

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Something at the History Museum, outside

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Low water bee friendly native plants would be a special garden.

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Incorporate it into the historical museum. Like the panorama in Atlanta. Visitors could watch it unfold. An opportunity for how challenges were faced, the struggle and how Louisville rose from the ashes to be more determined and resilient than ever.

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Just some thoughts, rather than an idea for a project. Something living would help. Many us lost beloved gardens. It was very difficult to see the trees along Via Appia and McCaslin removed after the fire. Being able to grow again is integral to the recovery and healing process, especially considering that many rebuilt lots did not leave room for trees. Having a peace garden within the Arboretum would provide a place of regrowth. The remembrance/memorial should have a living component to it. The Superior plan is too artificial. It's made to look out on the natural environment rather than be with it.

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Spend the money replacing the trees along Washington, unpaint the intersection downtown.

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If we only remember and do not act, the image I uploaded is a metaphor for what will happen. Acting can be a really positive force, not deprivation. For example, we rebuilt our home to Passive standards after the Marshall Fire. Now we have a beautiful, spacious, all-electric home and our electric bill for the entire past year was \$290.00, including charging two electric vehicles. Yes, two hundred and ninety dollars for the entire year! One of our EV's is a Leaf I bought 7 years ago. It has a 240 mile range and the only expense I have had for it in 7 years is a new set of tires. The induction stove we have boils a big pot of water in less than 3 minutes and is super easy to set on exactly the temperature I want. The "extra cost" to build our home to the Passive standard was entirely offset by the Xcel incentives. It makes me sad that in contrast, many of our neighbors choose to build to the 2018 Code (not even the 2021 Code), missed out on the incentives, and now are stuck with heating and cooling bills that are 10X more than ours. Such a missed opportunity! Even without any incentives, building to the Passive standard makes economic sense (contrary to what the HBA and oil and gas lobbyists claim). We need more education so such missed opportunities do not continue to happen over and over.

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- 1.) Fire-resistant tree grove by a running water source or reflection pond.
 - 2.) Solar-powered eternal light lanterns throughout.
 - 3.) Heart paving stones embedded within the path to memorialize ALL THE POOR AND PRECIOUS LOST PETS OF THIS DISASTER!... done without names, unless you can get them ALL, so the number would need to be specific and correct, because leaving one out would cause huge distress to that family. This should also include the poor wildlife, too!
 - 4.) Memory wind chimes might be a nice addition.
- Please refer to my attached pdf. Thank you for all of you who have helped and who are doing this!

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I wish Superior had sought to create something in partnership- something that had elements across the town borders as that was how the fire behaved- town lines were meaningless. The memorial could have had components across town lines. Oh well. If that can't happen, then a mosaic comes close with its multitude of elements.

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7/20/2026 08:36 AM

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7/20/2026 10:06 AM

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7/20/2026 11:18 AM

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7/20/2026 11:33 AM

Screen Name Redacted

7/20/2026 11:38 AM

Was thinking a sculpture, like a phoenix, located somewhere on the diverging diamond interchange between the cities; if it was up high, could be seen from both sides and from 36.

Screen Name Redacted

7/20/2026 12:05 PM

Screen Name Redacted

7/20/2026 12:46 PM

Screen Name Redacted

7/20/2026 12:51 PM

Screen Name Redacted

7/20/2026 01:27 PM

Screen Name Redacted

7/20/2026 03:18 PM

Screen Name Redacted

7/20/2026 03:39 PM

Screen Name Redacted

7/20/2026 03:51 PM

Screen Name Redacted

7/20/2026 04:05 PM

Do not waste taxpayer funds on "meh" projects.

If you are going to waste money, waste it on something so unique, we can win some award and get recognized nationally for our genius in fire wise safety.

Screen Name Redacted

7/20/2026 04:25 PM

Screen Name Redacted

7/20/2026 04:36 PM

Screen Name Redacted

7/20/2026 04:58 PM

I wonder if the project can acknowledge the precarity of our existences and the dangers of where we live, suggesting a need to choose how we live in relationship and with respect to our natural environment. There are many things we can't control and that we shouldn't delude ourselves about.

Screen Name Redacted

7/21/2026 12:35 AM

I think it would best be placed near the existing pet memorial in the arboretum. Please do not disturb the natural open space, that's one aspect of the Superior site I don't care for.

Screen Name Redacted

7/21/2026 09:24 AM

Screen Name Redacted

7/21/2026 11:31 AM

Screen Name Redacted

7/21/2026 12:01 PM

Screen Name Redacted

7/21/2026 02:15 PM

Screen Name Redacted

7/21/2026 02:49 PM

THE ARBORETUM is under utilized and under traffic'd. 1000%, it should go there!!

Screen Name Redacted

7/21/2026 03:55 PM

I am a textile artist. I lost 30 years of my art work and accumulated supplies and equipment along with my house in the fire. I was 75 years old. I bought an existing house in Louisville, and starting from zero, recreated a working studio and resumed making art work. I am now 80 years old. I would like to have an exhibit of my "Art After Fire", Perhaps in the Louisville Art Center building. I can provide more information and samples of my art. Lyndafaires@gmail.com

Screen Name Redacted

7/21/2026 04:19 PM

Screen Name Redacted

7/21/2026 06:54 PM

Screen Name Redacted

7/21/2026 08:44 PM

Screen Name Redacted

7/21/2026 09:12 PM

Screen Name Redacted

7/22/2026 10:46 AM

Screen Name Redacted

7/22/2026 12:49 PM

Screen Name Redacted

7/22/2026 03:06 PM

Screen Name Redacted

7/22/2026 03:11 PM

Screen Name Redacted

7/22/2026 03:46 PM

A remembrance garden to honor all animals lost/killed in fire. Lets have the Superior one remember it as a whole and lets have a sweet remembrance for the animals in Louisville's Community Park. There were so many lives lost- ctas, dogs, fish... this she ne honored.

Screen Name Redacted

7/22/2026 03:49 PM

Screen Name Redacted

7/22/2026 04:13 PM

Screen Name Redacted

7/22/2026 05:06 PM

Screen Name Redacted

7/22/2026 06:19 PM

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7/22/2026 06:41 PM

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7/22/2026 07:50 PM

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7/22/2026 08:29 PM

Screen Name Redacted

7/22/2026 08:45 PM

Screen Name Redacted

7/22/2026 10:17 PM

Screen Name Redacted

7/23/2026 12:07 AM

Screen Name Redacted

7/23/2026 11:35 AM

Screen Name Redacted

7/23/2026 11:47 AM

Screen Name Redacted

7/23/2026 12:51 PM

Screen Name Redacted

7/23/2026 02:31 PM

Use this money to provide rebates to low- and moderate-income residents, especially seniors on fixed incomes, to help them pay their rapidly rising utility bills.

I think if we have an EVENT, it would be called a "Remembrance". If we have a PHYSICAL structure/artwork then it would be known as a "memorial."

Screen Name Redacted

7/23/2026 03:02 PM

Screen Name Redacted

7/23/2026 09:39 PM

Having a peace garden or mosaic near the Louisville Rec. Center where many Louisville and Superior residents come to meet, exercise and attend events together, seems like a fitting location to have such a memorial.

Screen Name Redacted

7/24/2026 02:24 PM

Screen Name Redacted

7/24/2026 07:11 PM

Screen Name Redacted

7/24/2026 08:26 PM

Screen Name Redacted

7/25/2026 11:13 AM

Screen Name Redacted

7/26/2026 02:08 AM

Screen Name Redacted

7/26/2026 10:44 AM

Screen Name Redacted

7/26/2026 01:14 PM

Again, we already have the pet memorial. Please don't make more physical reminders of the fire. My family cannot forget it already, we do not need another physical reminder of the Marshall fire.

Screen Name Redacted

7/26/2026 02:34 PM

I'm not sure "peace garden" is the correct term. Better to call it the Marshall Fire Remembrance Garden. It could include all of the design elements you mention: plantings, labyrinth, mosaic (perhaps modest-size mosaic at the center of the labyrinth and flowers/shrubs planted around periphery of labyrinth?) Location in Community Park would be excellent, but a different public location would be good, too. The Louisville Arboretum would perhaps be good since it is close to areas that burned, but the Arboretum is not visited often by residents, so perhaps not ideal for that reason. Then again, it would be visited more if the Remembrance Garden was there.

Screen Name Redacted

7/26/2026 03:04 PM

I am reminded of the marshall fire every time I walk in the neighborhood and see all the newly rebuilt houses - or the still empty lot; or my neighbor, who obviously processes the trauma differently than my family, has a campfire in their backyard and we smell the smoke; or I go for a bike ride on marshall mesa; or there is a notification of a new wildfire, or smoke fills the air from wildfires near or far.

I don't really feel like I need another reminder.

I also recognize everyone processes things differently and others may find such a memorial meaningful.

Screen Name Redacted

7/26/2026 06:48 PM

Screen Name Redacted

7/27/2026 09:26 AM

Screen Name Redacted

7/27/2026 10:12 AM

For the Davis Partnership idea, I'm wondering how people will use it. Do you pass through on the way to a trailhead? Is there enough space and shade to have a picnic? Could you have a gathering with a band? It seems like this walkthrough experience that a person might do a couple times, but it doesn't seem like I would go there all the time. I think the main 'customers' for this is our community since it happened to us, but it's not like a tourist draw for the outside community. Is this a reflection space? A gathering space? Because, if it's a remembrance, it could be way smaller, but also monolithic. Like a tower thing that you always see, and adds a mark of character of our community. Maintenance would also be cheaper for a statue, rather than for a garden that you don't see until you drive into it. I mean, I would love another garden space, but it has to be inviting and useful.

Screen Name Redacted

7/27/2026 10:45 AM

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7/28/2026 01:30 PM

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7/29/2026 10:27 AM

Screen Name Redacted

7/29/2026 03:13 PM

Screen Name Redacted

7/30/2026 04:42 AM

Screen Name Redacted

7/31/2026 12:20 PM

Screen Name Redacted

8/01/2026 11:03 AM

Use the money to prevent climate change and future fires instead

Screen Name Redacted

8/01/2026 04:51 PM

Some residents I know do not want to see a memorial every day out of their new home where their old home was like homes that back the arboretum. Harper lake park would be a good place. So would community park.

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8/02/2026 08:46 AM

Screen Name Redacted

8/02/2026 08:57 AM

Screen Name Redacted

8/02/2026 09:11 AM

Screen Name Redacted

8/02/2026 09:33 AM

Screen Name Redacted

8/02/2026 10:02 AM

I saw in the paper this project could cost up to \$4 million? That seems like an unbelievable amount for a memorial

Screen Name Redacted

8/02/2026 10:24 AM

2 minutes at a designated time when everyone shuts their cell phones off in commentoration of the day the fire started

Screen Name Redacted

8/02/2026 10:34 AM

Unsure but easy to get to

Screen Name Redacted

8/02/2026 11:27 AM

We already have an Arboretum. Could we put something there for reflection that doesn't cost \$4-5 million dollars? That amount of money could help a lot of people in our community in other ways.

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8/02/2026 11:27 AM

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8/02/2026 11:27 AM

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8/02/2026 11:35 AM

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8/02/2026 11:50 AM

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8/02/2026 12:37 PM

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8/02/2026 12:37 PM

Screen Name Redacted

8/02/2026 01:38 PM

Screen Name Redacted

8/02/2026 01:51 PM

Add a shade shelter and plaza approximately 100 yards in from the roundabout parking area along the center/middle trail that has a few interpretive signs documenting the fire for folks to "remember" what happened as well as a labyrinth for reflection that might incorporate statements or quotes along the path from impacted residents. This could be designed and implemented while being sensitive to the ecology of mesa while also providing a nice gathering place for recreation users as well as those wanting to reflect on the impact of the fire. This is an appropriate place given where the fire occurred, then impacted neighborhoods and the best view in Louisville of the area to contemplate and reflect. The area is also quiet and serene. I'm a Landscape Architect and live in Louisville and was impacted by the fire. I would volunteer to lead a community working group to design and raise funding for this initiative while working with city staff. Thanks for the engagement and would be great to have our own place here in Louisville.

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8/02/2026 02:06 PM

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8/02/2026 02:24 PM

Screen Name Redacted

8/02/2026 03:38 PM

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8/02/2026 03:38 PM

I'm really indifferent on anything permanent however I respect that other survivors might find comfort in some sort of recognition. My rebuilt neighborhood and being home again with my neighbors is my daily "warmth" of surviving this disaster.

Screen Name Redacted

8/02/2026 03:46 PM

IF a memorial is undertaken with Superior, then it should also include the people of unincorporated Boulder County. My childhood home on Paragon Drive barely escaped, but many neighbors' homes did not on Paragon and Spring Drive.

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8/02/2026 03:59 PM

As noted above a marker (granite pillar with plaque) or bench would be adequate in my view.

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8/02/2026 04:00 PM

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8/02/2026 08:17 PM

Screen Name Redacted

8/02/2026 09:52 PM

Screen Name Redacted 8/03/2026 01:05 AM	Perhaps consider locating it on Davidson Mesa...a peaceful, quiet, anccessible area for reflection. I live in the northwest corner of Lafayette...so close to Louisville and the fire, but not quite in the City.
Screen Name Redacted 8/03/2026 04:38 AM	
Screen Name Redacted 8/03/2026 05:17 AM	No
Screen Name Redacted 8/03/2026 07:37 AM	I like the pet remembrance area as we lost pets. Perhaps a fountain or something that makes some nice sounds or fountain in the middle of the Arboretum would be nice as well.
Screen Name Redacted 8/03/2026 08:00 AM	I like a mosaic of thoughts, pictures, drawings, etc given from the community. Like the down town piece
Screen Name Redacted 8/03/2026 08:25 AM	
Screen Name Redacted 8/03/2026 08:25 AM	I don't have an alternative idea but want to suggest that the project should be kept to a budget of \$100,000 or less.
Screen Name Redacted 8/03/2026 09:21 AM	
Screen Name Redacted 8/03/2026 09:29 AM	It would be nice to somehow illustrate the correlation between atmospheric carbon and climate (particularly fires, in this case) through architecture. For example, each stair/level of the arboretum/park could represent a historic carbon ppm level, and alongside also an increase in wildfire risk (like the number of/acreage/severity/...), based on the best data we have. At the stair/level that represents the 2021 atmospheric carbon level, there could be a small monument for the Marshall fire. The intent of this idea is to make it educational (particularly for younger audiences). Just my thoughts, but I fully understand there may be other interests / better ideas out there to make something that fits the project scope and the geography better. I look forward to what this turns out to be!
Screen Name Redacted 8/03/2026 10:01 AM	
Screen Name Redacted 8/03/2026 12:53 PM	
Screen Name Redacted 8/03/2026 12:59 PM	
Screen Name Redacted 8/03/2026 01:41 PM	
Screen Name Redacted 8/03/2026 02:30 PM	Love the labyrinth walk idea. Calming and accessable to all.
Screen Name Redacted 8/03/2026 04:04 PM	
Screen Name Redacted 8/03/2026 06:58 PM	
Screen Name Redacted 8/03/2026 08:22 PM	

Screen Name Redacted

8/03/2026 08:31 PM

Screen Name Redacted

8/04/2026 08:29 AM

Screen Name Redacted

8/04/2026 06:03 PM

Screen Name Redacted

8/04/2026 08:32 PM

Screen Name Redacted

8/04/2026 08:41 PM

Screen Name Redacted

8/05/2026 04:13 PM

Anything that is earthworks would be great! Earthworks would be moving land and shaping soil and rocks to create a new, artistic landscape. Superior has a really nice idea, and their town was absolutely devastated. Support their project and allow the communities to come together so it stops being a competition of whether Superior suffered more or Louisville suffered more.

Please no bronze sculptures. Those always feel outdated and any depictions of people feel weird - the people are usually creepy with holes for pupils and expressions that aren't quite human.

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8/05/2026 04:20 PM

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8/06/2026 05:50 PM

Yes, have a ceremony at Community park. Any expenses s Gould be paid by those that received financial handouts

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8/06/2026 10:38 PM

Screen Name Redacted

8/07/2026 08:43 PM

Multiple markers or statues through the area of the fire.

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8/11/2026 12:43 PM

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8/11/2026 12:45 PM

Superior project, Louisville event.

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8/12/2026 02:22 PM

Screen Name Redacted

8/12/2026 07:35 PM

Screen Name Redacted

8/13/2026 08:44 AM

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8/13/2026 11:24 AM

Screen Name Redacted

8/13/2026 12:57 PM

Screen Name Redacted

8/13/2026 02:11 PM

Screen Name Redacted

8/13/2026 02:49 PM

Screen Name Redacted

8/13/2026 03:12 PM

Screen Name Redacted

8/13/2026 03:41 PM

Screen Name Redacted

8/13/2026 03:52 PM

Screen Name Redacted

8/13/2026 04:11 PM

I am fine with honoring the Fire and Police who worked tirelessly during those days. Use the money to enhance firefighting capabilities and/or hardening of public spaces, or make a small plaque that could be displayed in the firehouse on Via Appia: "The Citizens of Louisville Thank You for your Extraordinary Efforts Defending Our City During the Marshal Fire".

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8/13/2026 09:34 PM

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8/14/2026 10:42 AM

Screen Name Redacted

8/15/2026 01:25 PM

Screen Name Redacted

8/16/2026 08:27 PM

Screen Name Redacted

8/17/2026 05:40 PM

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8/17/2026 06:55 PM

Screen Name Redacted

8/18/2026 10:08 PM

Superior's project is perfect, give them the same funds they allocated so both communities are in for the same amount and be done with it.

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8/19/2026 07:11 AM

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8/19/2026 08:09 AM

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8/19/2026 01:40 PM

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8/19/2026 02:32 PM

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8/19/2026 05:29 PM

Screen Name Redacted

8/19/2026 06:01 PM

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8/21/2026 03:46 PM

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8/21/2026 04:34 PM

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8/24/2026 03:49 PM

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8/28/2026 05:48 PM

Exhibit of art photos of the aftermath of the fire. Excerpts from my Artist Statement follow here. "I was not prepared for what I saw. It was flat ground where rows of houses had stood. Big square holes in the ground where houses used to be. Each hole contained a jumble of possessions, covered in ash. There was no landscape, no living things, only blackened trees, still reaching for the sky. I felt the pain of the people who would return here, hoping to find a favorite memento or family photograph. It was a wasteland. I decided that this was hallowed ground. I would document, but not disturb anything. I would not move anything, take anything, or cross any posted boundaries.

Burned shrubs against a background of snow created an intriguing composition in my camera lens. A row of trees appeared to me like a row of sentinels, guarding the town. Carried on the wind, a small pile of housewares looked like a colorful collage.

Did you know that glass melts at 1,800 degrees fahrenheit? I photographed a car mirror that had melted in the fierce heat, and spilled like milk over the car fender. Over the next 3 months, I took 653 photos in Louisville and Superior. In my studio, I grouped the photos into categories: Trees, Composed by Wind, Colored by Fire, and Renewal. The colorful collage of housewares is in the category Composed by Wind. The category Colored by Fire contains images of metal objects which were once gray, but extreme fire painted them in rainbow colors. Renewal contains images of the ground greening in Spring, beneath charred debris. Renewal also displays signs painted by residents, like "Thank You First Responders!"

I believe displaying these photos would be a powerful and fascinating exhibit. Feel free to contact me. I am retired, and would be happy to help.

Marcia Rehn, 303-968-9539, rehnmarcia@gmail.com

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8/30/2026 10:14 AM

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8/30/2026 12:12 PM

Subject: Ordinance No. 1937, Series 2026 — An Ordinance Extending and Amending a Contract for the Lease and Purchase of Real Estate at 1155 Pine Street — 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: September 15, 2026

Prepared By: Diana Langley, City Manager

Presented By: Diana Langley, City Manager

Summary:

On February 3, 2026, Council adopted Ordinance No. 1914, Series 2026, approving a Contract for the Lease and Purchase of Real Estate - 1155 Pine Street (Contract). The property is located at the northwest corner of Pine Street and Highway 42 and serves as a gateway to Louisville's Historic Downtown. At this entrance, the City owns a triangular parcel, known as Tomeo Park and now has an opportunity to acquire an additional portion of property at 1155 Pine Street, where the current train caboose and boxcar are located, upon completion of a subdivision plat to split the property. The proposed Contract allows the City to lease the property while the subdivision plat is processed, and then purchase the property with the completion of the property split. The Contract provides for a \$150,000 deposit and \$10,000 monthly lease payments, which will be deducted from the total purchase price of \$396,000 upon close of escrow.

The Contract provided a lease term and closing date of July 31, 2026, which was intended to provide enough time to subdivide the property. Shortly after execution of the Contract, the City hired a surveying company to prepare the necessary subdivision plat. However, it took the surveying company a long time to prepare the plat. The review process has now begun, and it is anticipated that the subdivision will be completed prior to February 2027. The proposed Ordinance will approve a First Extension and Amendment to the Contract and extend the lease term and closing date to February 26, 2027. No other terms of the Contract are changing.

Background / Prior Discussions:

The property at 1155 Pine Street consists of a single-family home and a train caboose and boxcar situated on railroad tracks. The lot is approximately 0.236-acres in size and is unplatted. In December 2025, the current owners, Travis and Lori Ramos, approached the City about purchasing the portion of the property that contains the railcars. On February 3, 2026, Council adopted Ordinance No. 1914, Series 2026, approving a Contract for the Lease and Purchase of Real Estate (Contract).

As a subdivision plat will be required, execution of the Contract was recommended so the City can lease the property while the subdivision plat is prepared and processed. Upon completion of the subdivision plat, the property will transfer to the City. Key terms of the Contract are:

- Purchase Price - \$396,000 - The City will deposit \$150,000 and pay monthly rent in the amount of \$10,000. At closing, the deposit and rent will be deducted from the purchase price to determine the balance owed by the City.
- Lease Term - The lease shall begin on the Effective Date, which is the effective date of the Ordinance estimated to be March 5, 2026, and shall terminate on July 31, 2026, unless extended by mutual agreement.
- Subdivision - The City, at its expense, will prepare a subdivision plat to subdivide the property into two lots.
- Closing - The closing shall be held on or before July 31, 2026. In the event that all the terms to close have not been satisfied, either party may extend the closing for up to ninety days upon written notice to the other party for the purposes of satisfying the conditions.
- Closing Costs - The City will pay the costs of the Owner's Policy of Title Insurance, recording the special warranty deed, other conveyance documents, and any other documents to be recorded in connection with the closing, all documentary fees and taxes, and the escrow fees or other Title Company closing fees.

Shortly after execution of the Contract, the City hired a surveying company to prepare the necessary subdivision plat. However, it took the surveying company a long time to prepare the plat. The review process has now begun, and it is anticipated that the subdivision will be completed prior to February 2027.

Development Proposal:

N/A

Analysis:

With the delay in preparation of the subdivision plat, the City has been unable to subdivide the property. The proposed Ordinance will approve and authorize a First Extension and Amendment to the Contract to change the lease term and closing date to February 26, 2027. All other terms remain the same.

Council Work Plan:

While the purchase of a portion of 1155 Pine Street is not specifically listed in the City Council's Work Plan, preserving the caboose and boxcar at the easterly entrance to Louisville's Historic Downtown contributes to Economic Vitality by providing a visual landmark that reinforces the City's heritage, creates a distinctive gateway feature, and represents a unique story for Louisville which can be leveraged in marketing campaigns, social media, and events.

Fiscal Impact:

A Budget Amendment was approved for this purchase. To date, the City has paid the \$150,000 initial deposit and \$70,000 in lease payments through September 2026, for a total of \$220,000. With the anticipated closing in February 2027, the City will have paid \$270,000 total of the \$396,000 purchase price.

Alternatives:

Do not extend the lease and subsequent purchase of the property.

Recommendation:

Adopt an Ordinance approving a First Extension and Amendment to Contract for the Lease and Purchase of Real Estate located at 1155 Pine Street.

Attachments:

1. Ordinance No. 1937, Series 2026
2. 2026-08-31 Extend and Amend Lease-Purchase Agreement 1155 Pine St
3. Ordinance 2026-1914 1155 Pine Street

**ORDINANCE NO. 1937
SERIES 2026**

**AN ORDINANCE EXTENDING AND AMENDING A CONTRACT FOR THE LEASE
AND PURCHASE OF REAL ESTATE**

WHEREAS, the City of Louisville is a home rule municipality and political subdivision of the State of Colorado; and

WHEREAS, by Ordinance No. 1914, Series 2026, the City Council approved a Contract for the Lease and Purchase of Real Estate for that property located at 1155 Pine Street; and

WHEREAS, the purchase requires subdivision of the property but preparation of the plat was delayed by several months and such plat still requires review and processing, including public hearings before the Planning Commission and City Council, in accordance with the City's subdivision procedures set forth in the Louisville Municipal Code; and

WHEREAS, the City Council desires to continue to rent the portion of the property to be purchased by the City until such time as the sale can be completed, with all such rent payments being credited toward the purchase price at closing; and

WHEREAS, the City and the property owner have negotiated a First Extension and Amendment to Contract for the Lease and Purchase of Real Estate ("First Amendment"), a copy of which First Amendment accompanies this ordinance; and

WHEREAS, the Council is authorized to lease the subject property from the property owner, pending purchase the same, as provided in the Contract as amended by the First Amendment (together, the "Contract"), pursuant to Section 12-4 of the City Charter and state law, including C.R.S. § 31-15-801; and

WHEREAS, the First Amendment extends the lease term in the Contract to February 26, 2027.

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

Section 1. The Council hereby: (a) approves the extended leasing of the portion of that property located at 1155 Pine Street pursuant to the First Amendment in exchange for the payment of rental payments as provided in the Contract, (b) approves the First Amendment, which is presented in substantially final form to the Council in connection with the adoption of this Ordinance; (c) authorizes the Mayor, the City Manager, and the Finance Director, and all other appropriate officers and employees of the City to execute and deliver the First Amendment in the form appended hereto with

such changes and modifications as are deemed necessary by the City Attorney and approved by the Mayor; and (d) authorizes and directs the performance by the City of its obligations under the Contract.

Section 2. The Council hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the City set forth in the Contract.

Section 3. The officers, employees and agents of the City are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the Contract referred to herein and to carry out the transactions described herein or in such documents, and any actions and the execution and delivery of any documents necessary or convenient to accomplish the conveyance of the leased property to, and acquisition of the leased property by, the City.

Section 4. All actions previously taken by the Council and the officers, employees and agents of the City that are directed toward the transactions described herein or in the documents referred to herein and that are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 7. The Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution. The Contract will not cause the City to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

**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

Kathleen M. Kelly, City Attorney

FIRST EXTENSION AND AMENDMENT TO CONTRACT FOR THE LEASE AND PURCHASE OF REAL ESTATE

THIS FIRST EXTENSION AND AMENDMENT TO CONTRACT FOR THE LEASE AND PURCHASE OF REAL ESTATE (the “**Extension and Amendment**”) is made and entered into this ____ day of _____, 2026 (the “**Effective Date**”), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation (“**Purchaser**”) and **TRAVIS RYAN RAMOS and LAURA LEIGH RAMOS** (“**Seller**”). Purchaser and Seller are collectively referred to as the “**Parties**.”

WHEREAS, the Parties entered into that Contract for the Lease and Purchase of Real Estate effective March 7, 2026 (the “**Contract**”) for an 0.236-acre parcel of real property located at 1155 Pine Street, Louisville, Colorado and legally described as a parcel of land located in the southeast quarter of Section 8, Township 1 South, Range 69 West, City of Louisville, County of Boulder, State of Colorado (“**1155 Pine**”); and

WHEREAS, the Contract provides for subdivision of the property for conveyance by Seller to Purchaser of the portion of 1155 Pine and, in connection therewith, conveyance by Purchaser to Seller a small portion of property currently owned by the City to “square off” the portion to be retained by Seller, all as depicted in Exhibit A to the Contract; and

WHEREAS, subdivision of the property to accomplish the conveyances contemplated by the Contract has taken longer than anticipated, and by this First Extension and Amendment, the Parties desire to provide additional time as set forth herein for the conditions precedent of the Contract to be met by the Seller and Purchaser; and

WHEREAS, during the extended term of the lease, the Purchaser shall continue to make monthly rent payments pursuant to Section 1.b of the Contract, with all such rent payments being credited toward the Purchase Price at Closing, as set forth in Section 2.b of the Contract.

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Seller and Purchaser agree as follows:

Section 1. The foregoing recitals are hereby incorporated and made a part of this Extension and Amendment.

Section 2. Section 1.a of the Contract is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined)

1. **Lease of Property.** Seller hereby demises and leases to Purchaser and Purchaser hereby takes and rents from Seller that portion of the real property depicted on **Exhibit A**, together with the caboose and boxcar

not situated thereon, and all easements, rights, licenses, and appurtenances used in connection therewith or belonging thereto (hereinafter the "**Property**").

a. **Term.** The initial term of the Lease shall begin on the Effective Date and shall terminate on the ~~31st day of July, 2026~~ 26th day of February, 2027, unless such date is extended by mutual written agreement of the Parties or this Contract is terminated pursuant to the provisions herein.

Section 3. Section 10.a of the Contract is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added double underlined):

10. Closing.

a. The Closing for Property shall be held on or before February 26, 2027 ~~July 31, 2026~~. In the event that the conditions set forth in Section 4 have not been satisfied by the date set for Closing, either party may extend the Closing for up to ninety (90) days upon written notice to other party, for purposes of satisfying the conditions.

Section 4. Except as otherwise amended by this Extension and Amendment, the terms of the Contract shall remain in full force in effect.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Extension and Amendment on the dates stated in their respective acknowledgements intending that this Extension and Amendment be effective as of the day and year first above set forth.

PURCHASER:

CITY OF LOUISVILLE, a Colorado home rule municipal corporation

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

SELLER:

TRAVIS RYAN RAMOS

LAURA LEIGH RAMOS

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Travis Ryan Ramos and Laura Leigh Ramos.

Witness my hand and official seal.

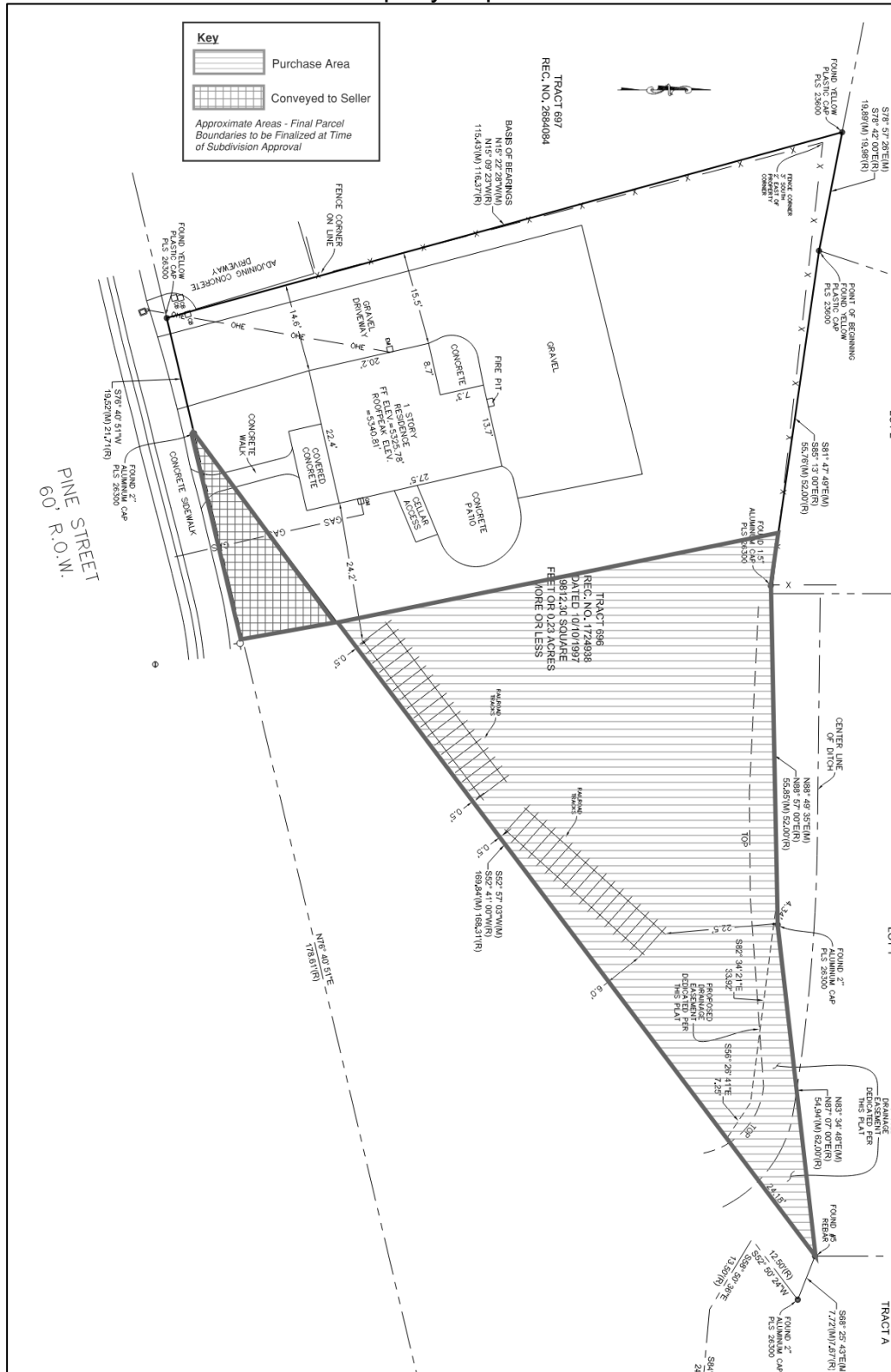
My commission expires on: _____

(SEAL)

Notary Public

EXHIBIT A

Property Depiction



**ORDINANCE NO. 1914
SERIES 2026**

**AN ORDINANCE APPROVING A CONTRACT FOR THE LEASE AND PURCHASE
OF REAL ESTATE – 1155 PINE STREET**

WHEREAS, the City of Louisville is a home rule municipality and political subdivision of the State of Colorado; and

WHEREAS, the City Council wishes to purchase a portion of that property located at 1155 Pine Street within the City of Louisville; and

WHEREAS, the purchase will require subdivision of the property, the plat for which will take several months to prepare, review and process through the City's subdivision procedures in accordance with the provisions of the Louisville Municipal Code; and

WHEREAS, the City Council desires to rent the portion of the property to be purchased by the City until such time as the sale can be completed; and

WHEREAS, the City and the property owner have negotiated a Contract for the Lease and Purchase of Real Estate, a copy of which Contract accompanies this ordinance; and

WHEREAS, the Council is authorized to enter into the Contract to lease from the property owner, pending purchase the same, the property as provided in such Contract, pursuant to Section 12-4 of the City Charter and state law, including C.R.S. § 31-15-801; and

WHEREAS, the lease term in the Contract expires on July 31, 2026; and

WHEREAS, in order to implement the property purchase as set forth in the Contract, the Council desires (a) to authorize and approve the execution and delivery by the City of, and the performance by the City of its obligations under, the Contract and certain other documents described herein; and (b) to authorize, approve, ratify, make findings and take other actions with respect to the foregoing and related matters.

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

Section 1. The Council hereby: (a) approves the leasing of the portion of that property located at 1155 Pine Street pursuant to the Contract in exchange for the payment of rental payments as provided in the Contract, (b) approves the Contract, which is presented in substantially final form to the Council in connection with the adoption of this Ordinance; (c) authorizes the Mayor, the City Manager, and the Finance

Director, and all other appropriate officers and employees of the City to execute and deliver the Contract in the form appended hereto with such changes and modifications as are deemed necessary by the City Attorney and approved by the Mayor; and (d) authorizes and directs the performance by the City of its obligations under the Contract.

Section 2. The Council hereby adopts, as if set forth in full herein, all the representations, covenants, agreements, findings, determinations and statements of or by the City set forth in the Contract.

Section 3. The officers, employees and agents of the City are authorized and directed to take all action necessary or appropriate to carry out the provisions of this Ordinance and the Contract referred to herein and to carry out the transactions described herein or in such documents, and any actions and the execution and delivery of any documents necessary or convenient to accomplish the conveyance of the leased property to, and acquisition of the leased property by, the City.

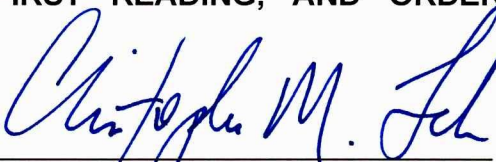
Section 4. All actions previously taken by the Council and the officers, employees and agents of the City that are directed toward the transactions described herein or in the documents referred to herein and that are not inconsistent herewith are hereby ratified, approved and confirmed.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 7. The Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution. The Contract will not cause the City to exceed its spending limits under Section 7, Article X, Section 20 of the Colorado Constitution.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this 20th day of January 2026.



Christopher M. Leh, Mayor

ATTEST:

G. Kline
Genny Kline, City Clerk



PUBLIC HEARING AND SECOND READING WILL BE THE 3rd DAY OF February, 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 3rd day of February, 2026.

Christopher M. Leh
Christopher M. Leh, Mayor

ATTEST:

G. Kline
Genny Kline, ~~Interim~~ City Clerk



APPROVED AS TO FORM:
Kelly PC

Kathleen M. Kelly
Kathleen M. Kelly, City Attorney

CONTRACT FOR THE LEASE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into this 7th day of March, 2026 (the "**Effective Date**"), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("**Purchaser**") and **TRAVIS RYAN RAMOS and LAURA LEIGH RAMOS** ("**Seller**"). Purchaser and Seller are collectively referred to as the "**Parties**."

WHEREAS, Seller is the owner of an 0.236-acre parcel of real property located at 1155 Pine Street, Louisville, Colorado and legally described as a parcel of land located in the southeast quarter of Section 8, Township 1 South, Range 69 West, City of Louisville, County of Boulder, State of Colorado ("**1155 Pine**"); and

WHEREAS, Purchaser desires to purchase a portion of 1155 Pine from Seller, including the caboose and boxcar located thereon, and in connection therewith will be conveying to the Seller a small portion of property currently owned by the City to "square off" the portion to be retained by Seller, all as depicted in **Exhibit A**; and

WHEREAS, during such time as a subdivision plat is prepared and processed for approval by Purchaser pursuant to the Louisville Municipal Code, Purchaser desires to lease from Seller that portion of the property to be purchased; and

WHEREAS, Seller is willing to lease and sell such portion of 1155 Pine to Purchaser in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Seller and Purchaser agree as follows:

1. **Lease of Property.** Seller hereby demises and leases to Purchaser and Purchaser hereby takes and rents from Seller that portion of the real property depicted on **Exhibit A**, together with the caboose and boxcar not situated thereon, and all easements, rights, licenses, and appurtenances used in connection therewith or belonging thereto (hereinafter the "**Property**").

a. **Term.** The initial term of the Lease shall begin on the Effective Date and shall terminate on the 31st day of July, 2026, unless such date is extended by mutual written agreement of the Parties or this Contract is terminated pursuant to the provisions herein.

b. **Rent.** During the term of the Lease, Purchaser shall pay unto Seller the sum of TEN THOUSAND DOLLARS (\$10,000.00) per month as rent for the Property. The monthly rental payment shall be due on the first day of the month and if not paid by the fifteenth day, there shall be late charge of twenty-five dollars (\$25.00) due for such month. If this Lease shall begin on any day other than the first day of a month or terminate on any day other than the last day of a month, then the rent due under this Contract for such month shall be calculated on a pro rata basis.

c. **Use of the Premises.** Purchaser may use the leased premises for any municipal purpose during the term of the Lease.

d. **Utilities.** There are no utilities serving the portion of the Property to be leased by Purchaser; therefore, Purchaser shall bear no responsibility for payment of any utilities to the Property.

e. **Taxes.** Seller shall pay all real property taxes levied on the Property during the term of the Lease.

f. **Alterations, trade fixtures, financing.** Purchaser shall have the right to make such alterations and improvements to the Property as it deems necessary or desirable upon giving written notice of the same to Seller. Such alterations and improvements shall comply with all applicable state and local laws and regulations. Purchaser shall keep the Property free from any and all liens arising out of any work performed or materials furnished in making such improvements.

g. **Assignment and subleasing.** Purchaser shall not have the right to assign this Lease or sublet the Property in whole or in part without first obtaining Seller's written consent. After any consent to assignment or sublease, Purchaser shall remain fully liable for payment of rent and other covenants and obligations of the Purchaser herein contained.

h. **Entry and inspection.** Purchaser shall permit Seller and their agents to enter the Property at all reasonable times for any of the following purposes to inspect the same: (i) to maintain the Property; (ii) to make any repairs to the Property the Seller is obligated to or elects to make; and (iii) to post notices of non-responsibility for alterations or additions or repairs.

2. **Purchase of Property.** Subject to the terms and conditions of this Contract, the Purchaser hereby agrees to purchase, and Seller agrees to sell, the following described property and interests in real estate (collectively referred to as the "**Property**"):

A portion of that property located at 1155 Pine Street depicted on **Exhibit A** attached hereto, together with all of Seller's right, title, and interest in and to all easements; other appurtenances thereto; and all improvements, fixtures and structures thereon at the time of delivery of possession to the Purchaser. The Parties agree that 1155 Pine shall be subdivided as provided in Section 4, below, and that a new legal description describing the Property to be purchased by Purchaser will be prepared.

2. **Purchase Price.** The total purchase price of the Property (the "**Purchase Price**") shall be THREE HUNDRED NINETY-SIX THOUSAND DOLLARS (\$396,000.00), which shall be payable by the Purchaser in cash, certified funds, wire transfer, or cashier's check (if acceptable as "good funds" under Colorado law) as follows:

a. **Deposit.** Within three (3) business days following the Effective Date, Purchaser shall pay to Seller a deposit in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "**Deposit**") to secure and guarantee Purchaser's duties and obligations hereunder, such amount to be credited toward the purchase price set forth in Section 10 (the "**Closing**"). Purchaser shall be entitled to full return of the Deposit in the event Seller defaults in any of their duties or obligations hereunder or Seller fails or refuses to close at the date and time set forth herein. In such event, the Deposit shall be returned in full to Purchaser within thirty (30) days of written demand to Seller by Purchaser.

b. **Balance.** Purchaser shall be entitled to deduct from the Purchase Price the Deposit paid pursuant to Section 2.a and all rents paid pursuant to Section 1.b. If Purchaser has failed to make all said rental payments or if other amounts shall be due Seller hereunder, and Seller has not terminated this Contract, then the balance of the Purchase Price shall be modified to reflect such additional amounts due. The balance of the Purchase Price shall be paid by Purchaser at the closing of the purchase and sale provided for in Section 10 (the "**Closing**").

3. Documents to be Obtained by or Delivered to Purchaser.

a. **Survey.** The Purchaser may at its sole expense contract for an ALTA engineering survey of the Property, which shall be certified to Purchaser, Seller, and the Title Company ("**Survey**").

b. **Title Commitment.** Within thirty (30) days after the Effective Date, Seller shall furnish to the Purchaser, at Purchaser's expense, a title insurance commitment issued by the Title Company showing the status of record title to the Property ("**Commitment**") and committing to insure, subject to the exceptions and requirements set forth therein, title to the Property in Purchaser in an amount mutually agreed to by the Parties and Title Company (but not to exceed the Purchase Price). The Commitment shall be on a form acceptable to the Parties and shall include copies of all documents identified in the schedule of exceptions. Extended title coverage or endorsements will be issued only at the request of Purchaser and will be at Purchaser's sole expense. The Commitment, together with the Schedule B-2 documents referenced therein are referred to collectively herein as "**Title Documents.**" The Title Documents, Survey, and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "**Property Information.**"

4. Condition Precedent to Seller's Performance. Purchaser acknowledges that Seller's obligation to close on the sale of the Property is expressly contingent upon the following conditions precedent on or before Closing:

a. **Subdivision.** Purchaser shall, at its expense, prepare a subdivision plat subdividing 1155 Pine into two lots as follows: one lot approximately 0.095-acres in area on the east side of 1155 Pine Street, which will be purchased by the Purchaser, and one lot approximately 0.14-acres in area, which includes the existing residence, on the west

to be retained and owned by the Seller, as depicted in **Exhibit A**. Seller shall authorize Purchaser shall apply for subdivision approval in accordance with the procedures and requirements of the Louisville Municipal Code.

b. **Right to Terminate.** In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall have the right to terminate this Contract and make the same of no further force and effect in the event that: (i) subdivision approval is not obtained prior to Closing; or (ii) in the event any action whatsoever is commenced to defeat or enjoin the Purchaser's performance under this Contract. If the Contract is terminated for any such reason, the Deposit shall be returned to the Purchaser, and the Parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

5. **Condition Precedent to Purchaser's Performance.** The obligation of Purchaser to purchase the Property is subject to the satisfaction of the following conditions precedent on or before the expiration of the Examination Period (defined below) or expiration of the title objection deadline, and if the conditions are not so satisfied, the unsatisfactory conditions may either be waived by Purchaser in writing designated as a waiver, or Purchaser may terminate this Contract in which event the Deposit shall be returned in full to Purchaser, and the parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

a. **Subdivision.** Should the subdivision contemplated by Section 4.a not be completed on or before July 31, 2026, Purchaser shall have the option to either (i) request an extension to the lease period set forth in Section 1.b and the date for closing set forth in Section 10; or (ii) terminate this Contract, in which event the Deposit shall be returned in full to Purchaser. Should Seller not agree to extend the lease period and date for closing, the Contract will be deemed terminated by Seller and the Deposit shall be returned in full to Purchaser.

b. **Examination Period.** Purchaser shall have sixty (60) calendar days following the Effective Date (the "**Examination Period**"), in which to inspect and evaluate the Property to determine the suitability of the Property for Purchaser's intended use.

i. At any and all times during the term of this Contract, Purchaser and Purchaser's representatives, agents, consultants and designees shall have the right to enter upon the Property, at Purchaser's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Purchaser may elect to make or obtain. In the event Purchaser does not close on the purchase of the Property pursuant to this Contract, then Purchaser shall promptly restore the Property to the condition existing prior to performing any tests or activities on the Property, by Purchaser or at Purchaser's instance or request. Purchaser shall exercise care not to damage trees, curb or landscaping on the Property prior to Closing.

ii. Purchaser shall pay promptly when due for all work performed on the Property by Purchaser, or at Purchaser's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property, all of which shall be the sole expense of the Purchaser. Any and all liens, whether threatened or actually filed, against any portion of the Property resulting from Purchaser's inspection of the Property, or as a result of work performed or materials supplied at Purchaser's instance or request, shall be satisfied and removed by Purchaser within five (5) business days after notice thereof is given to Purchaser. Purchaser shall indemnify, defend, protect and hold Seller harmless from any claims, injuries, losses, liens, judgments, liabilities, damages or expenses (including reasonable attorney's fees and costs) arising out of or incurred in connection with the activities of Purchaser, its agents, designees, or representatives, including entering onto or otherwise inspecting the Property hereunder, or arising from or in connection with any and all mechanic's liens and physical damage to property or persons arising out of any such entry by Purchaser or its agents, designees or representatives. The indemnification obligation of Purchaser hereunder shall survive the termination of this Contract.

iii. If on or before the expiration of the Examination Period, Purchaser determines for any reason or for no reason not to proceed with the acquisition of the Property, Purchaser may elect by written notice to Seller given on or before expiration of the Examination Period to terminate this Contract, and upon giving such notice this Contract shall terminate, the Seller shall return the Deposit to Purchaser, and the parties shall be released of all further obligations under this Contract, except for those obligations which expressly survive termination hereof. If, however, Purchaser fails to give such notice, then the conditions precedent set forth in this Section 5 shall be deemed satisfied and this Contract will continue in full force and effect. Upon termination of this Contract, Purchaser will deliver to Seller all reports, studies, and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser) prepared for or by Purchaser concerning the Property at no cost to Seller and Seller may use such work product for any and all purposes.

c. **Title Documents and Survey.** Purchaser shall have thirty (30) calendar days after Purchaser's receipt of the Title Documents and Survey to object, in a writing delivered to Seller, to any matters shown on the Title Documents or Survey.

i. If Seller is willing to cause the cure or removal of any of the matters to which Purchaser objects upon terms acceptable to Purchaser in Purchaser's sole and absolute discretion, which cure may, with Purchaser's consent, include insuring over such objectionable title matters, then Seller shall so notify Purchaser within ten (10) calendar days of Seller's receipt of Purchaser's notice. If Seller does not respond, or chooses not to cure or remedy all of Purchaser's objections,

or if Seller is unable to remove any such matters, Purchaser may elect either: (i) to terminate this Contract by delivery of written notice to Seller within ten (10) calendar days after Purchaser's receipt of Seller's notice and receive a full refund of the Deposit; or (ii) to modify such objection and to complete the transaction as otherwise contemplated by this Contract, with any reduction of the Purchase Price as may be mutually agreed upon by Purchaser and Seller. If Seller elects to cure or remove any title or survey matters objected to by Purchaser, and Seller cannot thereafter cure or remove the same by Closing, Seller shall have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt to cure, insure over or remove such exceptions or defects to the satisfaction of Purchaser.

ii. In the event of Purchaser's election to terminate this Contract pursuant to this Section, upon Seller's receipt of Purchaser's written notice of such election, this Contract shall terminate, the Deposit shall be returned to Purchaser, and the parties shall be released of all further obligations under this Contract, except for those obligations which expressly survive termination hereof. If Purchaser does not elect to terminate this Contract in accordance with this Section, Purchaser shall thereby be deemed to have indicated its acceptance of, and waiver of any and all objection to all matters, exceptions and requirements set forth on the Commitment or the Survey, and its acceptance of the status of title to the Property generally. At such time, all matters then shown on Schedule B-2 of the Title Commitment and the Survey shall be deemed "**Permitted Exceptions**," except that there shall be no exception for leases or tenancies.

6. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the Effective Date of this Contract as follows:

a. To Seller's actual, present knowledge, the performance by Seller under this Contract is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property is bound.

b. To Seller's actual, present knowledge, there is no litigation pending or, to Seller's actual, present knowledge, threatened, which would affect the Property or Seller's ownership thereof.

c. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

d. The Property will be conveyed by Seller to Purchaser free and clear of all leases or tenancies by other parties claiming through Seller.

e. Seller shall notify Purchaser in writing if, at any time prior to Closing, there

are any material changes to the foregoing representations and warranties adverse to Purchaser, and in such event Purchaser has the right, but not the obligation, to terminate this Contract within ten (10) business days after said notice is delivered by Seller, whereupon the Deposit shall be returned to Purchaser.

7. Purchaser's Representations. Purchaser hereby represents and warrants to Seller as of the Effective Date of this Contract as follows:

a. Purchaser is a municipal corporation duly organized and legally existing under the laws of the State of Colorado. The person executing this Contract on behalf of Purchaser has the authority so to act.

b. This Contract constitutes the legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. The execution and delivery of this Contract, and Purchaser's performance under this Contract, are within Purchaser's powers and have been duly authorized by all necessary action.

8. Disclaimer of Certain Representations and Warranties.

a. Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein, Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser. Purchaser is relying solely on its own investigations of the Property and is not relying in any way on Property Information furnished by Seller. Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of the Property Information and any duty of disclosure provided in this Contract, and Purchaser releases Seller and Seller's officers, employees, agents and representatives, from any and all liability with respect to the Property Information and the Property, except for the warranty of title set forth in the special warranty deeds delivered at Closing.

b. Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing. Without limiting the foregoing, Purchaser acknowledges that, except as expressly set forth in this Contract, Seller, their agents, and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property, including, without limitation, the condition of the Property, the existence or nonexistence of Hazardous Materials (defined below), water or water rights, development rights, taxes, bonds, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. SELLER MAKES NO

WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

c. Purchaser's failure to elect to waive the conditions pursuant to Section 5 shall be deemed an acknowledgment by Purchaser that Purchaser has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all the Property Information and Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller's officers, employees, agents or representatives.

d. Upon Closing, Purchaser shall assume the risk that adverse physical, environmental, governmental compliance, geotechnical and other conditions from whatever source may have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller, and Seller's officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller or Seller's officers, employees, agents and representatives at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws (including without limitation any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters regarding the condition of the Property.

9. **Reserved.**

10. Closing.

a. The Closing for Property shall be held on or before **July 31, 2026**. In the event that the conditions set forth in Section 4 have not been satisfied by the date set for Closing, either party may extend the Closing for up to ninety (90) days upon written notice to other party, for purposes of satisfying the conditions.

b. The specific time of the Closing shall be set by mutual written agreement of the parties. The place of Closing shall be the offices of the Title Company or such other place as may be designated by mutual written agreement of the Parties.

11. Obligations of Seller at Closing. Seller shall have the following obligations at Closing:

a. Seller shall execute, have acknowledged and deliver to Purchaser, a special warranty deed conveying title to Purchaser free and clear of leases, tenancies and parties in possession and subject only to the Permitted Exceptions.

b. Seller shall cause the Title Company to deliver to Purchaser either: (i) a current Owner's Policy on the Property to be issued pursuant to the Commitment showing no lien, encumbrance or other restriction other than the Permitted Exceptions; or (ii) an unqualified written commitment from the Title Company to deliver such an Owner's Policy.

c. Seller shall deliver to Purchaser an affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

d. Seller shall execute such other documents as are reasonably required by the Title Company to effectuate the transaction contemplated herein.

e. Possession of the Property shall be delivered to the Purchaser on or before the date and time of Closing.

12. Obligations of Purchaser at Closing. Purchaser shall have the following obligations at Closing:

a. Purchaser shall deliver the balance Purchase Price to Seller, subject to the adjustments set forth in Section 13.

b. Purchaser shall execute such other documents as are reasonably required by the Title Company to effectuate the transaction contemplated herein.

13. Closing Costs. Closing costs and adjustments shall be allocated as follows:

a. Purchaser will pay the cost of the Owner's Policy of Title Insurance to be

provided pursuant to the terms of this Contract; the cost of recording the special warranty deed, other conveyance documents, and any other documents to be recorded in connection with the Closing; all documentary fees and taxes; and the escrow fees or other Title Company closing fees.

b. All real property taxes levied against the Property and other regular expenses, if any, affecting the Property shall be paid by Seller.

14. Time of Essence. Time is of the essence of the obligations of the Parties.

15. Remedies. The Parties shall have the following remedies in the event of a breach of this Contract. However, before either party is deemed in default of this Contract, the other party must provide it written notice of the alleged violation and the defaulting party shall have at least ten (10) calendar days thereafter to cure such violation.

a. If Seller is in default, Purchaser may: (i) terminate this Contract upon written notice to Purchaser, in which event Seller shall return the Deposit in full to Purchaser; or (ii) elect to seek specific performance of this Contract from Seller because of such default or bring an action for damages suffered as a result of such default.

b. If Purchaser is in default, Seller may terminate this Contract by written notice to Seller, and retain the Deposit as liquidated damages. THE PARTIES HERETO ACKNOWLEDGE THAT SELLER'S DAMAGES DUE TO PURCHASER'S DEFAULT HEREUNDER ARE DIFFICULT TO ASCERTAIN AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

c. Upon termination of this Contract pursuant to this Section, neither party shall thereafter have any further obligations to the other party except as contemplated by this Section and except for any provisions of this Contract which expressly survive such termination.

16. Condemnation. Promptly upon learning of the institution, prior to Closing, of any proceedings for the condemnation of any part of the Property, Seller or Purchaser will immediately notify the other in writing of the pendency of such proceedings. At Purchaser's election, which shall be made within sixty (60) calendar days following Purchaser's receipt of written notice of such condemnation or eminent domain proceedings, Purchaser may at its option either: (a) terminate this Contract by notifying Seller within the sixty (60) calendar day period and receive a full refund of the Deposit and the parties shall be relieved of all obligations hereunder except those that expressly survive termination hereof; or (b) elect to consummate the transaction provided for herein. In the event Purchaser so elects to consummate the transaction then this Contract shall remain in full force and effect and Seller shall assign to Purchaser any and all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding to the extent affecting the Property. Purchaser shall be entitled to participate with Seller in all negotiations and

dealings with the condemning authority in respect of such matter; provided, however, that Purchaser shall have the right to finally approve any agreement with the condemning authority. Purchaser shall take title to the remainder of the Property with the assignment of such proceeds and subject to such condemnation or eminent domain proceeding and without reduction in the Purchase Price.

17. Survival of Representations and Warranties. No representations or warranties whatever are made by any party to this Contract except as specifically set forth in this Contract. The representations, warranties and indemnities made by the parties to this Contract and the covenants and agreements to be performed or complied with by the respective parties under this Contract before Closing shall be deemed to be continuing and shall survive the Closing; provided, however, the representations and warranties of Seller and Purchaser shall terminate on the date which is twenty-four (24) months after the Closing date. Nothing in this Section shall affect the obligations and indemnities of the parties with respect to covenants and agreements contained in this Contract that are permitted or required to be performed in whole or in part after the Closing date.

18. Effect of Headings. The subject headings of articles, paragraphs and subparagraphs of this Contract are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

19. Entire Agreement/Survival of Contract. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Contract. This Contract and all provisions hereof shall survive the Closing contemplated hereunder except as expressly set forth herein to the contrary.

20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Assignment. This Contract may not be assigned by Purchaser without the prior written consent of Seller, which consent may be granted or withheld at the sole discretion of Seller.

22. Notice. Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by hand delivery, facsimile transmission, e-mail or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If e-mailed or faxed, said notice shall be effective upon receipt as evidenced by sender's transmission receipt. If mailed, said notice shall be effective and complete three (3) days after mailing. Until changed by notice in writing, notice shall be given as follows:

To the Purchaser:

City Manager
City of Louisville
749 Main Street

Louisville, CO 80027
e-mail: dlangleyle@louisvilleco.gov

With a copy to:

City Attorney
City of Louisville
749 Main Street
Louisville, CO 80027
email: kathleen@kellypc.com

To the Seller:

Travis Ramos
731 Pine Needle Lane
Louisville, CO 80027
email: travis.ramos@gmail.com

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado.

24. Time Calculations. Unless otherwise indicated, all periods of time referred to in this Contract shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays; provided that if the date to perform any act or give any notice with respect to this Contract shall fall on a Saturday, Sunday, or state, national or local holiday in Louisville, Colorado, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or holiday. Each day shall be deemed to expire at 5:00 p.m. Mountain Standard Time.

25. Broker's Fees. Each of the parties represents and warrants to the other that it has not employed, retained or otherwise utilized any broker or finder in connection with any of the transactions contemplated by this Contract and no broker or person is entitled to any commission or finder's fees in connection with the transaction. To the extent permitted by law, the parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

26. Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

27. Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other

provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

29. Potable Water. THE SOURCE OF POTABLE WATER FOR THIS REAL ESTATE IS A WATER PROVIDER, WHICH CAN BE CONTACTED AS FOLLOWS: City of Louisville, 749 Main Street. Louisville, CO 80027 , www.louisvilleco.gov. 303-666-6656. SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUNDWATER. YOU MAY WISH TO CONTACT YOUR PROVIDER TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

30. Oil, Gas, Water, and Mineral Disclosure.

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

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

c. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND

GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

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

31. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL. RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY. AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT “RADON AND REAL ESTATE TRANSACTIONS IN COLORADO” IS AVAILABLE AT: [HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE](https://cdphe.colorado.gov/radon-and-real-estate).

32. Further Acts. Each of the parties hereto covenants and agrees with the other, upon reasonable request from the other, from time to time, to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to give effect to the provisions of this Contract.

33. Amendment. This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by Purchaser and Seller.

34. Recording. This Contract shall be recorded with the Boulder County Clerk and Recorder at the Purchaser’s expense.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Contract on the dates stated in their respective acknowledgements intending that this Contract be effective as of the day and year first above set forth.

PURCHASER:

CITY OF LOUISVILLE, a Colorado home rule
municipal corporation



Christopher M. Leh, Mayor

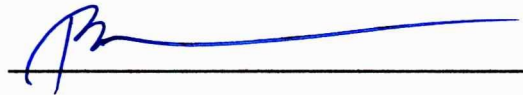
ATTEST:



Genny Kline, City Clerk

SELLER:

TRAVIS RYAN RAMOS



LAURA LEIGH RAMOS



ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 19th day of February, 2026 by Travis Ryan Ramos and Laura Leigh Ramos.

Witness my hand and official seal.

My commission expires on: July 29, 2029

(SEAL)


Notary Public

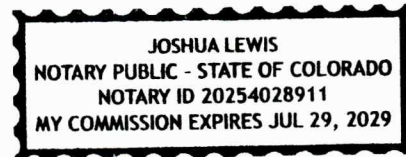
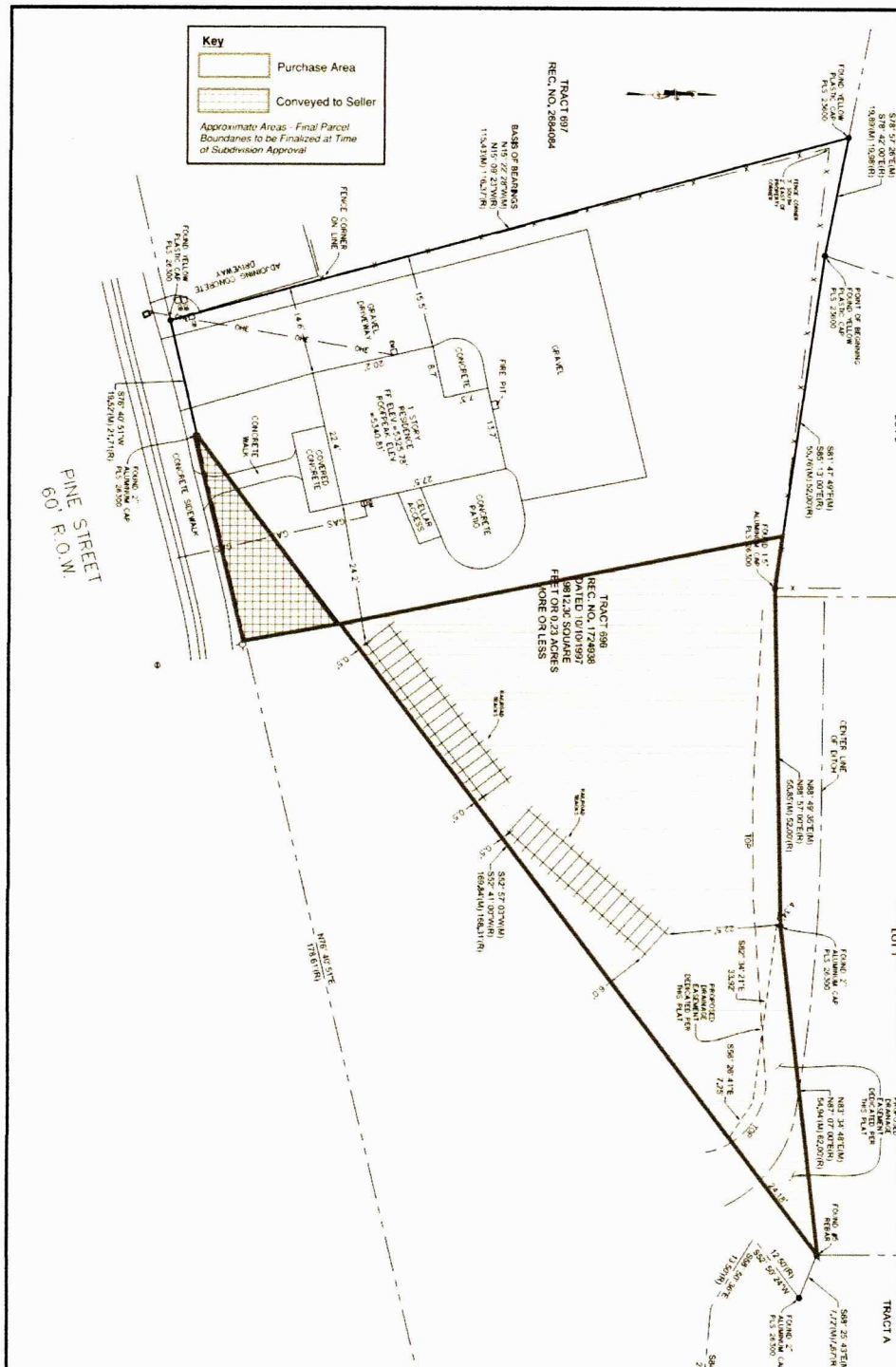


EXHIBIT A
Property Depiction



AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF BOULDER

I, Genny Kline, City Clerk for Louisville, Colorado, do solemnly swear and affirm that
on February 5, 2026, I published in full a true and correct copy of:

Ordinance No. 1914 Series 2026, 2nd Reading

on the City of Louisville's website:

<https://www.louisvilleco.gov/local-government/public-notice>

Witness my hand and seal this 5th day of February 2026.

G. Kline

Genny Kline
City Clerk



AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF BOULDER

I, Genny Kline, City Clerk for Louisville, Colorado, do solemnly swear and affirm that
on January 21, 2026, I published in full a true and correct copy of:

Ordinance No. 1914 Series 2026, 1st Reading

on the City of Louisville's website:

<https://www.louisvilleco.gov/local-government/public-notice>

Witness my hand and seal this 21st day of January 2026.

G. Kline

Genny Kline
City Clerk

