

OPERATION AND MAINTENANCE AGREEMENT

This **OPERATION AND MAINTENANCE AGREEMENT** (this “**Agreement**”) is made and entered into by and between **Redtail Ridge Metropolitan District** (formerly known as Redtail Ridge Metropolitan District No. 3), a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **Redtail Ridge Portfolio, LLC**, a Delaware limited liability company (the “**Developer**”), and the **City of Louisville**, a municipal corporation of the State of Colorado (the “**City**”), (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The Developer owns property within a project located in the City of Louisville, Boulder County, Colorado, commonly known as Redtail Ridge (the “**Property**”).

B. Pursuant to the service plans for the District, Redtail Ridge Metropolitan District No. 1, Redtail Ridge Metropolitan District No. 2, and Redtail Ridge Metropolitan District No. 4 (the “**Districts**”) approved by the City on February 18, 2020, as may be amended from time to time (the “**Service Plans**”), the Districts exist for the purpose of designing, acquiring, constructing, installing, financing, operating and maintaining certain street, traffic and safety controls, water, sanitation, storm water, parks and recreation, television relay and translation, and transportation improvements and providing certain services to the service area covered by the Service Plans for the Districts (the “**Service Area**”).

C. The Amended and Restated Service Plans for the Districts were approved by the City Council of the City of Louisville (“**City Council**”) on _____, 2024, (the “**Service Plans**”) and require the execution of this Agreement prior to the Districts issuing any debt.

D. For purposes of this Agreement the definition of the “**Operations and Maintenance Expenses**” as set forth on **Exhibit A** and incorporated herein by this reference (“**Exhibit A**”) includes:

- a. the ongoing operations and maintenance expenses for the Public Improvements, defined in Recital K, not accepted for ownership, operations and maintenance by another governmental entity (the “**District Public Improvements**”),
- b. the ongoing operations and maintenance expenses for the Public Improvements on parcels or tracts accepted for ownership by the City (the “**Premises**”), that are not accepted by the City for operations and maintenance by the City (“**COL Public Improvements**”) as designated and set forth on **Exhibit B** and incorporated herein by this reference (“**Exhibit B**”), and
- c. the funding of the TDM, defined below, and the administrative expenses for all of the Districts.

E. Each of the Districts will impose an Operations Mill Levy not to exceed ten (10) mills (the “**Operations Mill Levy**”) and will remit the revenue from the Operations Mill Levy imposition to the District to fund the Operations and Maintenance Expenses.

F. The District intends to construct the District Public Improvements and provide certain services to benefit properties within its boundaries and the Service Area (the “**District Services**”).

G. The District Services will benefit the Property.

H. The City Council approved the preliminary and final Subdivision Plat by Resolution No. _____, on _____, 2024 and _____, 2024, respectively (“**Final Plat**”).

I. The executed Intergovernmental Agreements between the City and each of the Districts is an exhibit to their respective Service Plans and commits each of the Districts, as part of its transportation services, to work with the City to establish a program for providing transportation demand management services to include, for example, TDM coordination and eco passes (“**Service Plan IGAs**”).

J. A Transportation Demand Management Plan (“**TDM**”) was approved by the City Council on _____, 2024, and is attached hereto as **Exhibit C** and is incorporated herein by this reference (“**Exhibit C**”).

K. On _____, 2024, the District, the Developer, and the City entered into a Subdivision Improvements and Development Agreement (the “**SIA**”) which includes requirements for the District to install and upgrade certain public improvements, including roads, right of way landscaping and trails, water and sewer main line infrastructure, and wastewater facility expansion (the “**Public Improvements**”).

L. The SIA and Final Plat, as both may be amended from time to time, establish, in part, the location and maintenance obligations of the Public Improvements as shown on **Exhibit B**.

M. It is necessary for the District to be able to pay the ongoing Operations and Maintenance Expenses.

N. Until the assessed valuation of the Districts increases in aggregate to equal or exceed \$163,268,641, the imposition of the Operations Mill Levy will not produce revenue sufficient to fund the Operations and Maintenance Expenses.

O. In order to enable the District to provide District Services until the District has sufficient revenues to do so, the Developer is willing to advance funds to the District for Operations and Maintenance Expenses pursuant to the terms of a Multi-Year Operation Funding Agreement, which may be amended from time to time (the “**OFA**”).

P. The Service Plans authorize the repayment of amounts advanced for Operations and Maintenance Expenses, together with interest thereon, by the Districts.

Q. The City is willing to grant a license to the District as provided herein, so the District can access the Premises upon the terms and conditions hereof for purposes of providing operations and maintenance of the COL Public Improvements located on the Premises.

R. The City and the District are authorized by Section 29-1-203, C.R.S. to enter into cooperative agreements for the sharing of costs, imposition of taxes, or incurring of debt, if such agreements are authorized by each party thereto with the approval of its legislative body.

S. The District and the City have determined it to be in their best interests to enter into this Agreement.

T. The Parties enter into this Agreement to:

- a. establish the proposed ownership and maintenance responsibility for the District Public Improvements,
- b. grant the license to the District for purposes of access to perform maintenance of the COL Public Improvements,
- c. outline the District's TDM, and
- d. summarize the Developer's commitment to fund any operating shortfall, which the District will agree to reimburse the Developer in the future, from excess operating revenues.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. **Incorporation of Recitals.** The Recitals set forth above are all incorporated herein by this reference.

2. **Maintenance Obligations of the District for the COL Public Improvements on the Premises.** During the Maintenance Term, defined in Section 18 below, the District shall be responsible at its sole cost and expense for the following obligations with respect to the COL Public Improvements on the Premises:

(a) The District shall provide all labor, tools, supervision, supplies, materials, equipment and any and all other items necessary to maintain the Premises and the COL Public Improvements in accordance with the maintenance table set forth at **Exhibit D**, attached hereto and incorporated herein by reference ("**Exhibit D**"), and the maintenance service standards set forth in **Exhibit E**, attached hereto and incorporated herein by reference ("**Exhibit E**"), including performance of the specific maintenance tasks and obligations as noted on said **Exhibits D and E**, in order to maintain the COL Public Improvements in commercially reasonable condition and repair.

(b) The District shall set up water service accounts and timely pay all charges for water used in connection with the construction, installation, operation, maintenance, repair and replacement of the COL Public Improvements. Water service accounts shall be established at the time required by the City’s utility ordinances, rules, regulations and policies, and accounts for water service for the perpetual irrigation of the COL Public Improvements shall be set up in the name of the District, if applicable, no later than the date of Construction Acceptance (as defined in the SIA).

(c) The District shall take such actions as necessary to maintain the COL Public Improvements in a commercially reasonable condition at all times. The District, and its agents, employees and contractors shall comply at all times with: (i) the ordinances, resolutions, rules, and regulations of the City; (ii) the terms, conditions and requirements of all approved PUD Plans; and (iii) the terms and conditions of this Agreement.

(d) After Construction Acceptance of the COL Public Improvements, maintenance contractors or managers from the District will, if requested by the City, meet a minimum of once a year with the City at the Premises to inspect the Premises and review the District’s compliance with its maintenance obligations.

(e) The District shall comply with the following additional obligations with respect to all stormwater detention and conveyance facilities located on the Premises (the “**Stormwater Facilities**”), and all associated stormwater best management practices for the COL Public Improvements (the “**BMPs**”):

(i) The District, at its sole expense, shall adequately maintain all Stormwater Facilities and BMPs to ensure they function properly under the conditions for which they were designed. This obligation includes without limitation maintenance of all pipes and channels built to convey stormwater, as well as maintenance of all structures, improvements, and vegetation provided to control the quantity and quality of stormwater as shown on **Exhibit D**. Adequate maintenance is defined as actions which ensure that all Stormwater Facilities and BMPs function as designed as determined by the City and includes, without limitation, that the District shall undertake mowing and trimming, weed control, and litter and graffiti removal in accordance with the minimum standards set forth in **Exhibit E** and the requirements of the City ordinances. The District shall ensure that all maintenance activities comply with the applicable City standards and all other applicable local, state, and federal laws and regulations, including without limitation those pertaining to confined space and waste disposal methods.

(ii) The District, at its sole expense, shall periodically inspect any detention pond on the Premises (“**Detention Pond**”) and Stormwater Facilities to ensure the Stormwater Facilities and BMPs function properly under the conditions for which they were designed. Inspections shall be performed at least once every six months and shall cover all Stormwater Facilities.

(iii) After each inspection, the District shall submit to the City an inspection report in a form required by the City. The current version of such form is set forth in **Exhibit F**, attached hereto and incorporated by reference (“**Exhibit F**”), and such form is subject to change from time-to-time (the “**Inspection Report**”). The Inspection Report shall cover all

Stormwater Facilities and consist of a concise summary of inspection dates and findings, remedial actions taken, how the actions were completed and who performed them, any problems encountered, and any required follow-up actions such as any maintenance, repair or replacement. Inspection Reports shall be submitted at least once every six months to the City at the address set forth in Section 6, below. The City shall give written notice of any changes to the Inspection Report being requested by the City at least thirty (30) days prior to the submittal due date.

(iv) Except in the event of an emergency, the District shall obtain written approval from the City prior to performing any alterations or modifications to any Stormwater Facilities. The District shall submit to the City any proposed alteration or modification to the Premises and the City shall use reasonable efforts to respond with its approval or reasons for rejection within thirty (30) days thereafter. If the City does not respond within thirty (30) days therefore, the City will be deemed to have approved the proposed alteration or modification.

(v) The City shall provide written notice to the District should the proposed stormwater detention plans for the development or redevelopment of any other properties result in a detained stormwater increase over the detention requirement for the Service Area. The Parties agree the detention requirement for the Redtail Ridge Subdivision is _____ acre feet and the Detention Pond on the Premises has a constructed capacity of _____ acre feet. The District shall be entitled to recovery of reasonable, documented costs incurred for construction of the Detention Pond improvements constructed on the Premises, on a pro-rata, acre-foot basis, from other property owners utilizing detained stormwater capacity constructed by the District. The Parties agree the principal amount of such recoverable costs is \$ _____, and that the pro-rata, acre-foot rate for recovery shall be \$ _____ per acre-foot. The unpaid amount of recoverable costs shall be increased by the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which the Consumer Price Index is not available) each year (as an inflation adjustment) commencing on January 1, 20__ (the first year after execution of this Agreement). Any plan for development of such properties shall be conditioned appropriately upon payment of the recovery amount due for such development, but the City shall never have any obligation or liability to pay any recoverable costs with City funds, or to prosecute any legal action respecting such costs or recovery payments.

(f) The City hereby grants to the District, its agents, employees and contractors a non-exclusive, revocable license to enter into, over, across, under and upon the Premises during the Maintenance Term for the purpose of access, ingress, egress and all activities related to the construction, installation, operation, maintenance, repair and replacement of the COL Public Improvements (the “**License**”). In the event the City terminates the License prior to the end of the Maintenance Term, the District and the Developer will be relieved of any and all of their respective obligations under this Section 2.

(i) Except as specifically allowed by the SIA or other written approval of the City, the District shall not place on the Premises any structures or other items other than the CO Public Improvements and shall not expand, or add to any structures or other

items on the Premises other than the COL Public Improvements without the prior written approval of the City.

(ii) The District understands that the License granted hereunder is granted subject to all easements and other interests of record applicable to the Premises. The District is solely responsible for coordinating its activities within the Premises with all holders of such franchise agreements, easements and other interests.

(iii) The District agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Section of this Agreement or by virtue of its occupancy or use of the Premises.

(g) In the exercise of rights and obligations pursuant to this Section, the District shall use commercially reasonable efforts to avoid any damage or interference with any City installations, structures, utilities, or improvements on, under, or adjacent to the Premises (“**City Facilities**”). Unless due to the negligence or misconduct of the City, its agents, officers and/or employees, the District shall at its expense restore any City Facilities damaged by its activities permitted hereunder to the condition that existed immediately prior to the commencement of such activities.

(h) In the exercise of its reserved rights, the City agrees to use commercially reasonable efforts to not obstruct, remove or alter the Detention Pond or any Stormwater Facilities in a manner that would result in a reduction in the capacity of the Detention Pond or the Stormwater Facilities.

(i) The District agrees and acknowledges the Premises are public areas open to the public and that nothing herein gives the District the right to restrict or exclude any person or entity from the Premises. If the District needs to close the Premises for a period of more than eight (8) hours for public safety reasons or in order to perform maintenance obligations, it shall use commercially reasonable efforts to first obtain the City’s written approval to such closure, which approval the City may grant or deny within its reasonable discretion within seven (7) days of receipt of the request. If the City does not respond in writing to the District within the seven (7) day period the City will be deemed to have approved the closure.

(j) If the District fails to comply with its obligations relating to the Premises, such noncompliance shall constitute a breach under Section 9 of this Agreement. The City, in addition to any other remedy available to it for breach, shall have the right but not the obligation to take such measures as it determines necessary to bring the Premises into compliance following the expiration of the Cure Period or Extended Cure Period, both as defined in Section 9 of this Agreement, and the reasonable cost of any such measures shall be paid by the District.

(i) Further, if the District fails to comply with its obligations to maintain the COL Public Improvements following the expiration of the Cure Period or Extended Cure Period, if applicable, the City shall have the right, pursuant to C.R.S. § 24-67-105(c), as from time to time amended, to maintain the COL Public Improvements and assess the reasonable costs thereof upon the District, in accordance with said Section.

(ii) For purposes of this Agreement, the District agrees the Premises required to be maintained by the District constitute “common open space” as defined in C.R.S. § 24-67-103(1), as amended from time to time.

(iii) The City shall also have the right to the remedy of injunctive relief to compel performance of the obligations of this Section of this Agreement after the expiration of the Cure Period or the Extended Cure Period, if applicable. All remedies of the City shall be cumulative and the exercise of one remedy shall not preclude the City from pursuing other remedies for the same breach or any other breach of the same section or any other sections of this Agreement.

(k) The City reserves the right to use and occupy the Premises for any purpose of the City provided the City’s use and occupancy does not interfere with the District’s obligations hereunder. The District, for itself, its successors and assigns, hereby releases the City, its officers and employees from any and all claims of damage or liability for any disturbance of or damage to the Premises, except for the COL Public Improvements, resulting from the City’s use of the Premises, excepting only liability arising from negligence or misconduct by the City, its agents, officers and/or employees (collectively, “**City Parties**”).

(l) The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of the District placed or located on, at, or in the Premises, other than any damage thereto resulting from the negligence or misconduct of any City Party, it being acknowledged and understood by the District that the safety and security of any such property is the sole responsibility and risk of the District except as otherwise provided herein.

(i) The District shall procure and maintain, and cause each of its subcontractors performing work on the Premises to procure and maintain, the minimum insurance coverages listed below. All coverages shall be maintained to cover all liability, claims, demands, and other obligations pursuant to this Section of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such coverage.

(1) Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in any activity on the Premises under the employ or at the instance of the District, its agents or contractors (collectively, “**District Parties**”).

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per

occurrence, with respect to each of the District's owned, hired or non-owned vehicles assigned to or used in any activities at the Premises or permitted under this Agreement.

(4) The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds with primary coverage as respects the City, its officers and its employees, and shall contain a severability of interests provision. Every policy required above shall be primary insurance, and any insurance carried by the City Parties, shall be in excess and not contributory insurance to that provided by the District. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The insurance holder shall be solely responsible for any deductible losses under each of the policies required above.

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

(6) Failure on the part of the District to procure and maintain and to cause its subcontractors to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of the District's obligations hereunder, for which the City may, after the Cure Period, immediately terminate or limit the District's rights hereunder, 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 the District to the City upon demand.

(ii) Except for liability resulting from any City Party's negligence or misconduct, the District shall be solely responsible for all damages to persons or property which may in whole or part be caused by any District Party, or which may result or arise in whole or part from their activities on the Premises, and the District will indemnify and hold harmless the City Parties, from any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney's fees (collectively, "**Claims**"), which a City Party may suffer as a result of any and all Claims made or brought against them by any third party, and which arise either in whole or in part from, or are in any way connected with, the District's activities within the Premises, or with this Section of this Agreement or the rights and obligations of the District hereunder. Except for liability resulting from any District Party's negligence or misconduct, the City shall be solely responsible for all damages to persons or property which may in whole or part be caused by the negligence or misconduct of any City Party, and City will indemnify and hold harmless the District Parties from any and all Claims made or brought against them by any third party, and which arise either in whole or in part from, or are in any way connected with, any City Party's negligence or misconduct. By demanding this right to indemnification, the City and the District in no way waive or intend to waive the limitations on liability or other

protections which are provided to the District and the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

3. **Maintenance Obligations of the District for the District Public Improvements.** The District will be responsible for maintenance obligations, in addition to those maintenance obligations provided for above for the COL Public Improvements, as follows:

(a) The ownership and maintenance of the District Public Improvements set forth on **Exhibit B** to the extent the District is identified as the party responsible for owning and maintaining the same; and

(b) The implementation of the TDM.

(c) Nothing in this Agreement is intended by the Parties to modify in any way the obligations of the District, the Developer, and the City as set forth in the SIA or any future subdivision improvement agreements entered into by the District, the Developer, and the City or any of the rules, regulations or procedures of the City with regard to the construction or acceptance of public improvements.

4. **Acknowledgement of Anticipated Shortfalls.** Under its current financial forecast of increases in assessed valuation due to growth, and expenditures for Operations and Maintenance Expenses, the District anticipates annual shortfalls in revenues available for Operations and Maintenance Expenses to be incurred for fiscal year 2024 and in each fiscal year thereafter until its assessed valuation equals or exceeds \$163,268,641. For the purposes of this Agreement, the difference between the Annual Budget Amount (defined below) and the Operations Revenue (defined below) shall be the “**Shortfall Amount.**”

5. **Required Operations and Maintenance Mill Levy and Shortfall Amount.** Each of the Districts shall impose on a yearly basis the Operations Mill Levy, to be remitted to the District together with the specific ownership taxes generated as a result of the Operations Mill Levy (the “**Operations Revenue**”) to fund the Operations and Maintenance Expenses. The District will determine the amount required to fund the annual Operations and Maintenance Expenses for the next budget year (the “**Annual Budget Amount**”) and shall deliver to the Developer, by October 15 of each year beginning in 2024 for the next budget year the Annual Budget Amount, the anticipated Operations Revenue for that budget year and the Shortfall Amount for that budget year.

(a) **Payment of Shortfall.** The Developer shall advance funds necessary to the District to fund the Operations and Maintenance Expenses on a periodic basis as needed from the date of this Agreement through the year in which the certified assessed valuation for the next tax collection year equals or exceeds \$163,268,641.

(b) The “**Annual Shortfall Amount**” shall be the shortfall amount budgeted by the District for each fiscal year as set forth above.

(c) **Repayment.** The District agrees that it is its intention to repay the amounts the Developer has advanced or directly paid pursuant to the OFA, to the extent it has funds available from the imposition of its taxes, fees, rates, tolls, penalties and charges, and from any

other revenue legally available, after the payment of its annual debt service obligations and annual operations, maintenance and administrative expenses, which repayment is subject to annual budget and appropriation.

(d) Term/Repose Under the OFA. Any obligation of Developer to advance funds will expire upon advance to the District of amounts sufficient to pay expenses incurred from the date of this Agreement through the date the certified assessed valuation of the District equals or exceeds \$163,268,641.

6. **Notices.** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Redtail Ridge Metropolitan District
c/o McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203-1254
Phone: 303-592-4380
Email: legalnotices@specialdistrictlaw.com

To the Developer: Redtail Ridge Portfolio, LLC
100 Bayview, Suite 355
Newport Beach, CA 92660
Attention: Rodney Richerson
Phone: 949-422-0005
Email: rricherson@sterlingbay.com

With copies to: Greenberg Traurig, LLP
18565 Jamboree Road, Suite 500
Irvine, CA 92612
Attention: Bruce Fischer and Ayshan Ibrahim
Phone: 949-732-6670
Email: fischerb@gtlaw.com;
ayshan.ibrahim@gtlaw.com

and

Redtail Ridge Portfolio, LLC
c/o Sterling Bay
333 N. Green Street, Suite 1100
Chicago, IL 60607
Attention: Andrew Gloor
Phone: 312-466-4100

With a copy in all instances via email to: legalnotices@sterlingbay.com

To the City: City of Louisville
749 Main Street
Louisville, CO 80027
Attention: City Manager

With a copy to: Kelly PC
City Attorney
999 18th Street, Suite 1450
Denver, CO 80202
Attention: Kathleen Kelly
Phone: 303-298-1601
Email: kathleen@kellypc.com

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

7. **Assignment.** The Parties shall not assign any of its rights or delegate any of its duties hereunder to any person or entity, except for an affiliate. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District, the Developer, and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District, the Developer, and the City shall be for the sole and exclusive benefit of the District, the Developer, and the City.

The City and the District acknowledge and agree that, notwithstanding anything stated to the contrary in this Agreement, the obligations of the Developer under this Agreement are only intended to, and shall only, bind the Developer, and are not intended to, and shall not, run with the Property or be binding on any successors or assigns of the Developer.

9. **Event of Default.** Notwithstanding any other provision of this Agreement, if any Party fails in the performance of any covenant in this Agreement and such default continues for thirty (30) days after written notice specifying such default and requiring the same to be remedied is given by a non-defaulting Party to the defaulting Party (the "**Cure Period**") an event of default ("**Event of Default**") under this Agreement will be deemed to have occurred. If such Event of Default is not of a type which can be cured within the Cure Period and the defaulting Party gives written notice to the non-defaulting Party within the Cure Period that it is actively

and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of the Cure Period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith (the “**Extended Cure Period**”).

10. **Default/Remedies.** If an Event of Default occurs and after expiration of the Cure Period, or if applicable, the Extended Cure Period, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys’ fees.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Boulder, Colorado.

12. **Police Powers Retained.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City’s ordinances or resolutions, or as a waiver of the City’s legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

13. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

14. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

17. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

18. **Term.** This Agreement shall be effective _____, 20____ and shall remain in effect, together with the License granted hereunder, until terminated in writing by resolution of the City Council of the City (the “**Maintenance Term**”).

19. **Amendment.** This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Parties unless the same is in writing and

duly executed by the Parties hereto. Such amendments shall not be deemed a material modification requiring a Service Plan Amendment.

20. **Estoppel Certificate.** Within twenty (20) days after receipt of a written request by the Developer, the District and the City shall execute and deliver to the Developer (and upon written request by the Developer, deliver to the Developer's investors and lenders) a written estoppel certificate (in a form prepared by the Developer and reasonably approved by the District and the City) as to the status of this Agreement, the existence of any defaults under this Agreement, any amounts owed to, or owed by the Developer, under this Agreement, whether the certified assessed valuation equals or exceeds \$163,268,641 (such that the Developer is no longer obligated to pay any Annual Shortfall Amount), and any other information reasonably requested by the Developer, its investors and/or its lenders.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

DISTRICT:
REDTAIL RIDGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

ATTEST:

By: _____
Secretary

DEVELOPER:
REDTAIL RIDGE PORTFOLIO, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

CITY:
CITY OF LOUISVILLE, COLORADO, a
municipal corporation of the State of Colorado

By: _____

Name: _____

Title: Mayor _____

ATTEST:

By: _____
City Clerk

EXHIBIT A

OPERATIONS AND MAINTENANCE EXPENSES



		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
REVENUES:											
Category	Description	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	Revenue Available for Ops	-	-	23,719	299,091	816,343	982,430	1,080,309	1,176,895	1,182,441	1,270,962
	Developer Advance	90,000	300,000	410,000	275,000	-	-	-	-	-	-
TOTAL REVENUES		90,000	300,000	433,719	574,091	816,343	982,430	1,080,309	1,176,895	1,182,441	1,270,962
EXPENDITURES:											
Category	Description	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
General & Administrative											
	Accounting	20,000	20,000	25,000	25,000	25,000	30,000	30,000	30,000	30,000	30,000
	Audit	2,500	5,000	5,000	5,000	5,000	5,000	7,500	7,500	7,500	7,500
	County Treasurer's Fees	750	1,500	1,500	1,500	1,500	1,500	2,250	2,250	2,250	2,250
	Dues and Licenses	750	1,500	1,500	1,500	1,500	1,500	2,250	2,250	2,250	2,250
	Insurance and Bonds	5,000	5,000	5,000	5,000	5,000	7,500	7,500	7,500	9,000	9,000
	District Management	25,000	25,000	30,000	30,000	30,000	37,500	37,500	37,500	40,000	40,000
	Legal Services	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	37,500	37,500
	Election Expense	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	3,750	3,750
	Annual Review Fee	1,750	3,500	3,500	3,500	3,500	3,500	5,250	5,250	5,250	5,250
	Allowance/Contingency	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL G&A		87,250	93,000	103,000	103,000	103,000	118,000	123,750	123,750	142,500	142,500
Other Expenses											
TDM											
	Shuttles to Transit - Contribution ONLY	-	-	-	75,000	75,000	75,000	75,000	75,000	75,000	75,000
	EcoPasses	-	18,000	27,000	36,000	45,000	54,000	63,000	72,000	81,000	90,000
	TDM Coordinator	-	25,000	50,000	100,000	100,000	110,000	110,000	110,000	120,000	120,000
	Walk and Bike Month	-	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	Guaranteed Ride Home Program	-	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Orientation Packets	-	-	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Plan Evaluation	-	-	2,500	-	-	-	-	-	-	-
Right of Way/Easement											
	Streetlight Power/Maintenance	-	50,000	65,000	65,000	65,000	65,000	65,000	65,000	75,000	75,000
	Landscaping Maintenance, Snow Removal & Irrigation	-	65,000	85,000	85,000	85,000	95,000	95,000	150,000	150,000	150,000
Other Lands											
	Detention Pond Maintenance	-	41,176	65,000	65,000	65,000	75,000	75,000	75,000	80,000	80,000
	Storm Line Maintenance	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL OTHER EXPENSES		-	204,176	329,500	461,000	470,000	509,000	518,000	582,000	616,000	625,000
GRAND TOTAL EXPENSES		87,250	297,176	432,500	564,000	573,000	627,000	641,750	705,750	758,500	767,500

EXHIBIT B



**LOCATION AND MAINTENANCE OBLIGATIONS OF
THE PUBLIC IMPROVEMENTS**

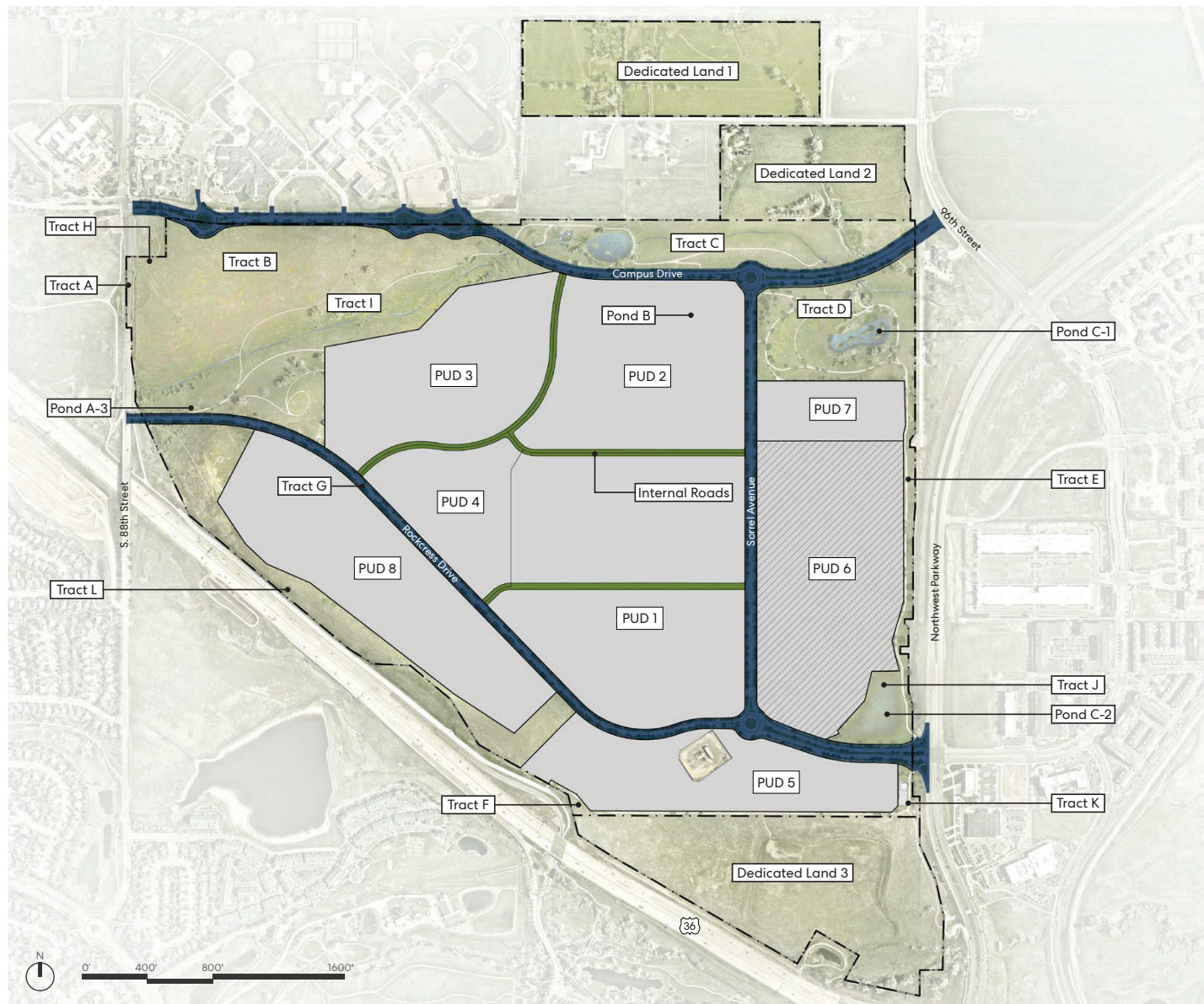
Landscape Maintenance Responsibilities

- By Others
- City of Louisville
- Redtail Ridge Metropolitan District



Roadway Maintenance Responsibilities

-  City of Louisville
-  Redtail Ridge Metropolitan District



Wet Utility & Stormwater Management Maintenance Responsibilities

- City of Louisville
- Redtail Ridge Metropolitan District

Note: All irrigation lines and appurtenances regardless of location, to be owned and maintained by RRMD



Public Land Ownership

Dedication Chart

TRACT	AREA (ACRES)	OWNERSHIP	GENERAL USE
A	0.37	COL	ROW
B	16.55	COL	Recreation, open space, park, trail, drainage
C	17.07	COL	Recreation, open space, trail, drainage
D	16.50	COL	Recreation, open space, trail, stormwater management
E	3.64	COL	Recreation, open space, trail
F	1.85	COL	Recreation, open space, trail
G	25.03	COL	ROW for Public Road
H	0.70	COLFPD	Fire protection facilities
I	35.84	COL	Recreation, open space, park, trail, drainage
J	3.64	RRMD	Stormwater management
K	0.90	COL	Sanitary sewer lift station, open space, trail
L	15.75	RRMD	Recreation, open space, trail
Internal Roads	0.00	RRMD	Granted via access easement
Dedicated Land 1	28.86	BC	Recreation, open space, trail
Dedicated Land 2	18.00	BC	Recreation, open space, trail
Dedicated Land 3	40.10	CCOB	Recreation, open space, trail
	224.82		

BC: Boulder County
 CCOB: City and County of Broomfield
 COL: City of Louisville
 COLFPD: City of Louisville Fire Protection District
 RRMD: Redtail Ridge Metropolitan District

Note: All offsite open spaces to be deeded with conservation easements dedicated to COL

- Public Land
- Dedicated Open Space
- Dedicated Conservation
- Dedicated Right-of-Way



EXHIBIT C

TRANSPORTATION DEMAND MANAGEMENT PLAN

Redtail Ridge Transportation Demand Management Plan



Date: March 8, 2024

Submitted To:

Sterling Bay
5910 Pacific Center Blvd, Suite 200
San Diego, CA 92121

Submitted By:

Fox Tuttle Transportation Group, LLC
1580 Logan Street, 6th Floor
Denver, CO 80203

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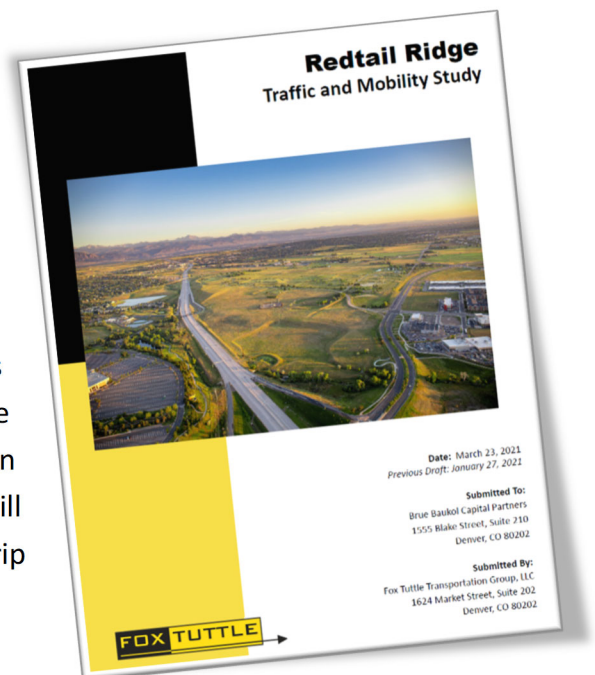
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1. Introduction

Transportation Demand Management (TDM) is the application of strategies and policies to reduce travel demand in general and single occupant vehicle (SOV) travel specifically. It can also mean redistributing this demand to occur at less impactful times. TDM measures help people use the transportation system more efficiently, while reducing traffic congestion, vehicle emissions and fuel consumption in support of a larger sustainability plan. TDM activities maximize the value of transportation infrastructure and services by making options for non-SOV trip making easier to use and more readily available.

This TDM Plan was requested by City of Louisville staff as a supplemental submittal to the *Redtail Ridge Traffic and Mobility Study (Study)*, to outline possible strategies to reduce SOV traffic generated by the proposed development. Sterling Bay and its development partners are planning to encourage and support non-SOV trips by employees to and from the development. This TDM plan was created to detail the identified strategies and tools which will be implemented as part of the Redtail Ridge development. The elements of this TDM plan in combination with existing programs and facilities within the area, will ensure that non-SOV trips are encouraged and that the trip reduction used in the *Study* is reasonable.



2. Development Overview

Sterling Bay and its development partners are proposing to build a mix of office, industrial, retail and commercial buildings on the former StorageTek campus in the City of Louisville, as detailed in the *Study*. The site is generally bounded by S. 88th Street to the west, Campus Drive to the north, S. 96th Street/Northwest Parkway to the east, and US-36 to the south. The project area is currently vacant but was previously occupied by Storage Tek, which was an active site until the 1990's. The *Study* provides a detailed comparison of potential trip making from the prior Storage Tek uses, the previously approved land uses associated with the ConocoPhillips development and the proposed land use associated with the Redtail Ridge development. In summary, the *Study* estimates that the Redtail Ridge development will generate approximately 28% fewer trips than the formally approved

ConocoPhillips development.

Trip generation of new land use is a significant part of the *Study* as they are modelled as additional trips within the community, and *Study* area roadways and intersections are evaluated for existing and future performance. The *Study* included a motor vehicle trip reduction of 12% to account for the presumed number of external non-single occupant vehicle trips (non-SOV trips)¹. These trips would be made by walking, biking, carpool, vanpool, shared ride mobility service and/or transit service.










Exhibit 1: Sketch of Redtail Ridge Development and Multi-Modal Facilities (Source: Sterling Bay)

3. Current and Future Non-SOV Mode Share Goals

The new *City of Louisville Transportation Master Plan (TMP)* documented how commuters in Louisville and nearby communities travel to work. This data is based on US Census American Community Survey (<https://www.census.gov/programs-surveys/acs>) and is summarized in **Figure 1**. This data is commonly used by agencies across the Denver region as a baseline for TDM programs. The current data is shown below and is the most current estimates available. Based on this data, approximately 28% of people who work in Louisville travel to work by non-SOV modes.

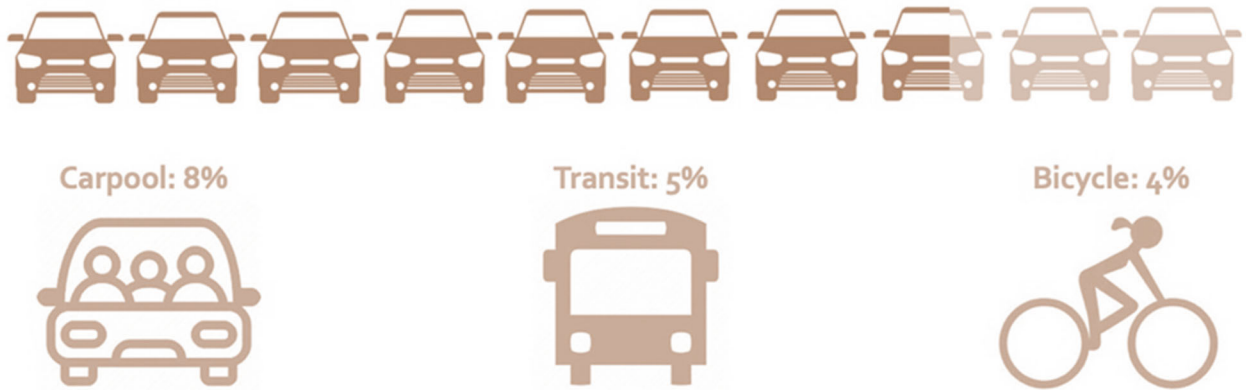
¹ City staff have required that a 12% reduction of SOV trip making potential be used in the *Study*. Analyses in the TDM study suggest this is conservative and the reduction could be as high as 28%.

Figure 1: Louisville and Comparison Area Commute Mode Share (from TMP)

	 Drive Alone	 Carpool	 Transit	 Bike	 Walk	 Work at Home	 Other
City of Louisville	72.3%	4.7%	5.9%	2.3%	1.7%	12.7%	0.5%
City of Boulder	51.3%	4.9%	8.3%	10.3%	11.4%	12.5%	1.2%
Boulder County	65.2%	7.6%	5.0%	4.4%	5.3%	11.3%	1.3%
Denver Region	74.8%	8.5%	4.4%	1.2%	2.5%	7.5%	1.0%

The mode share data shown in **Figure 2** below is based on survey data from the *2016 Northwest Metro Region Mobility Report*, final draft dated July 2018, prepared by Commuting Solutions. This data shows the mode share for communities along the US 36 corridor, including the City of Louisville. The current data is shown below and is the most current estimates available. Based on this data, approximately 22% of people who work in the US 36 corridor travel to work by non-SOV modes.

Figure 2: US 36 Corridor Commute Mode Shares (from Commuting Solutions)



US 36 communities: 78% single occupant vehicles

The anticipated effectiveness of TDM programs is based on their ability to serve commuters of different types of land uses and support trip making through means other than SOV. For the general office, industrial and retail land uses, the *Study* estimated the project would have 12% fewer SOV trips during the peak periods during all development phases.

Redtail Ridge's goal for multi-modal trip reduction is 25%. While substantially higher than the percentage reduction used in the *Study*, it is supported by the information outlined in **Figures 1 and 2**.

While the project team believes that the project's TDM efforts, coupled with existing TDM resources, will result in greater automobile trip reduction, the traffic analysis in the *Study* assumed a conservative trip reduction of 12% for all site uses based on feedback provided by City staff.

4. Planned Land Uses

The Redtail Ridge development at build-out is planning to include the following uses:

- 14,000 square feet of Retail Space (predominantly supporting other internal land use)
- 30,000 square feet of Amenity Space
- 118,750 square feet of Research and Development Space
- 435,000 square foot Hospital/Medical Office space
- 510,000 square feet of Industrial Space
- 534,000 square feet of Life Science Space
- 598,250 square feet of GMP Manufacturing Space
- 360,000 square feet of General Office Space

These land uses are anticipated to be constructed in a series of phases and culminating in full buildout. **Figure 3** illustrates the Redtail Ridge site plan to show locations of different land uses².

² Figure 3 depicts an estimated build out and it is subject to change

Figure 3: Redtail Ridge Development Site Plan



As noted in the site plan, there is a large pad dedicated to the future site of a hospital. The final location, implementation and design are expected to be finalized at the PUD level.

5. Existing Multi-Modal Network

The City of Louisville, Boulder County and the Colorado Department of Transportation (CDOT) have consistently invested in the development of a multi-modal transportation system in this region. The transportation system which serves the project area is a well-balanced mix of local, collector and arterial roadways, intersections with appropriate traffic control, bicycle facilities, pedestrian sidewalks, paths and crossing treatments and frequent transit service connecting to the larger front range area. New travel demand and trip making will be created by the Redtail Ridge development, but the existing and planned multi-modal programs and facilities in this area will ensure that many people can access the site using non-SOV modes of transportation.

The following is a summary of existing multi-modal programs and facilities.

Transit Service

The Redtail Ridge site is located within one mile of the RTD US 36 and East Flatiron Station (see **Photo 1**). This station is serviced by the Flatiron Flyer (routes FF1 and FF2) and the Sky Ride service to Denver International Airport (DEN) via route AB. The station has an underpass under US 36 and is connected to a network of first and final mile destinations. There are approximately 265 parking spaces and eight (8) bike racks at the station. This station is connected to the project site via the Northwest Parkway underpass and its connecting multi-use path system.



Photo 1: US 36 and East Flatiron Station

The Flatiron Flyer BRT system provides fast and efficient service between Boulder and Denver. Buses are available at the US 36 and East Flatiron Station every 15 minutes during peak and every 30 minutes off peak (on average). Large air conditioned and air ride over the road coaches can serve approximately 50 passengers per vehicle. There is capacity for six (6) to eight (8) bikes on board depending on luggage and other passenger storage needs. The buses are equipped with charging for mobile devices.

The vehicles travel in the High Occupancy Vehicle (HOV) lanes on US 36 and I-25. The trip between the US 36 and East Flatiron Station and Denver Union Station is 28 minutes. The trip between downtown Boulder and the US 36 and East Flatiron Station is 23 minutes. The AB route that provides service to DEN is available every 30 minutes during most hours of the day. Large air conditioned and air ride over the road coaches can serve approximately 50 passengers per vehicle also service this route. The trip between DEN and the US 36 and East Flatiron Station is 34 minutes via the Northwest Parkway.

Walking

Most of the existing sidewalk and multi-use path network near the Redtail Ridge project is in the S. 88th Street corridor. This is due to the open lands that mostly front Dillon Road and S. 96th Street in the study area. The S. 88th Street sidewalks and multi-use paths connect the Monarch school campus to neighborhoods in Louisville and Superior. There is an existing underpass under S. 88th Street just south of Dillon Road. This underpass connects the Monarch school campus to the sidewalks on Dillon Road west of S. 88th Street. There are missing sidewalk and trail connections along S. 88th Street, Dillon Road, and S. 96th Street, with an example shown in **Photo 2**.



Photo 2: Coal Creek Regional Trail Informal Connection

It is anticipated that the demand to complete the sidewalk and multi-use path network between the CTC Campus, Redtail Ridge, Monarch school campus, residential areas, and retail centers will be increasingly important in the future as the TMP priorities are implemented. Specifically, new sidewalks and pathways will be necessary given future plans for shared ride mobility and BRT near Dillon Road and in the S. 96th Street corridor.

Figure 4 shows the proposed pedestrian and biking system internal to the site.

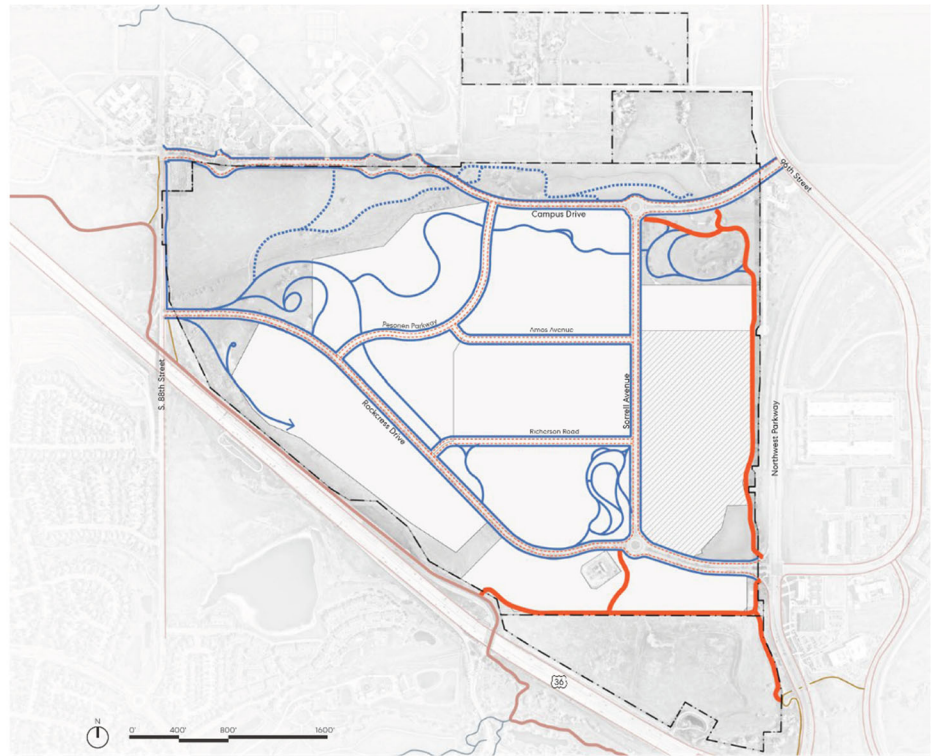
Figure 4: Pedestrian and Biking System Exhibit

Trails and Bikeways

Multiuse Path	1.60 miles
Dedicated Bike Lane	7.35 miles
Trails	10.08 miles

19+ miles
 of trails, walks, bike routes

- Multiuse Bike Path
- - - Dedicated Bike Lane
- Pedestrian Path - Hard Surface
- - - Pedestrian Path - Soft Surface
- Existing Multiuse Bike Path
- - - Existing Unprotected On-Street Bike Lane
- Existing Trail



The southeast corner of the Redtail Ridge site has an existing underpass that connects under Northwest Parkway (a photo of the underpass is shown in **Photo 3**). This connects sidewalks and multi-use pathways on the westside of Northwest Parkway to the new Broomfield sidewalk network on the eastside of Northwest Parkway. This underpass is also a critical part of the future walking connections to the Rock Creek and Broomfield Trails.

Photo 3: Northwest Parkway Multi-Use Path Underpass



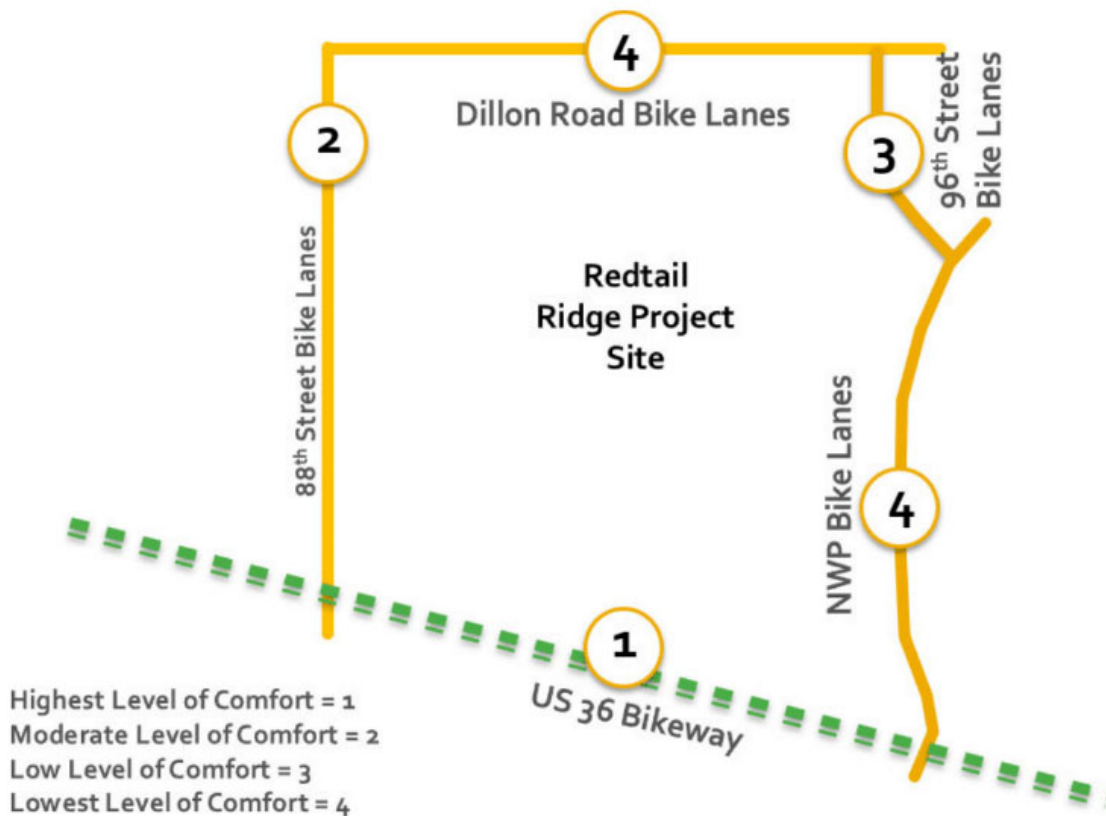
Bicycling

The Redtail Ridge site is located at the confluence of many off-street trails and on-street bicycle lanes. The Coal Creek Trail, Rock Creek Trail and the US 36 Bikeway are located within a short bike ride (5 minutes or less than one mile) of the project site. S. 88th Street, Dillon Road and S. 96th Street currently have on-street bicycle lanes that provide connections to the Coal/Rock Creek Regional Trails and the US 36 Bikeway.

The City of Boulder is located within a six-mile bike ride on the US 36 Bikeway and the RTD US 36 and East Flatiron Station is located within a one-mile bike ride of the project site. Each intersection in the study area has approaches and departures that have accommodations for people on bicycles. The S. 88th Street underpass provides access to the Monarch school campus from Dillon Road.

The City of Louisville TMP evaluated the S. 88th Street, Dillon Road and S. 96th Street corridors/intersections for the level of bicycling comfort (a map summarizing the results of the bicycle level of comfort is illustrated in **Figure 5**). Based on the TMP analysis, the current design of the corridors and intersections have a high level of stress. This appears to be correlated to the high number of crashes at these locations. The high posted speed limits in these corridors and significant peak hour traffic volumes also contribute to the low level of comfort people experience.

Figure 5: Bicycle level of Comfort ratings from City of Louisville TMP

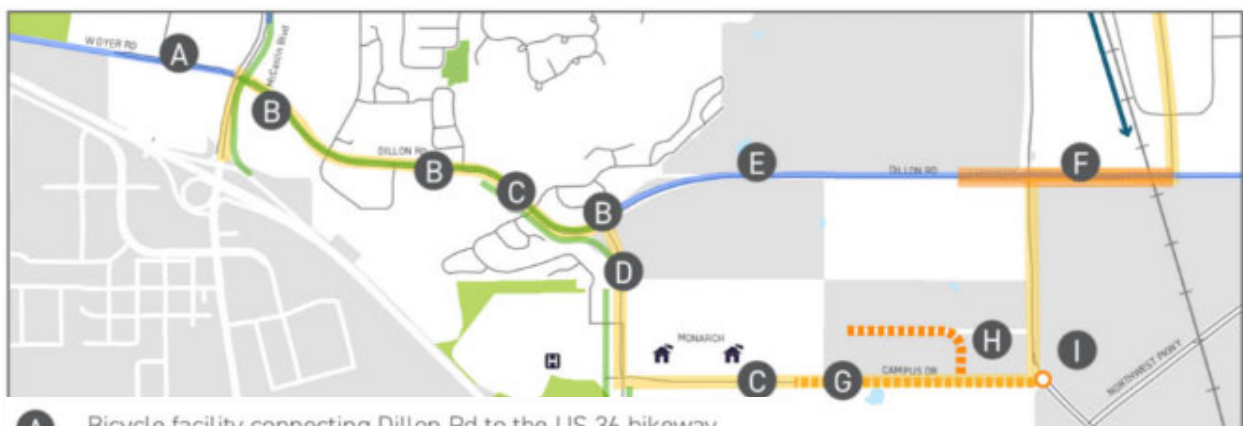


The City plans for future implementation of Great/Complete Street design treatments for the S. 88th Street, Dillon Road, and S. 96th Street corridors and intersections consistent with the TMP’s policies. This includes the installing protected bike lanes, multi-use pathways, and intersection treatments throughout the project site and connect to the adjacent arterial roadways, which will provide greater opportunity and protection for all skill levels. Implementation on the public roadways by the City will be subject to public input, topographic limitations, right of way availability, conflicts with utilities and accesses, and construction costs.

6. Future Multi-Modal Network Assumptions

The future multi-modal network improvements around Redtail Ridge project are outlined in the City of Louisville TMP and shown in **Figure 6**. They include a series of bike lanes, transit stops, underpasses, and multiuse trail connections. The TMP also recommends a partnership with the City of Louisville and the business community to provide a shuttle circulator that connects employment areas to regional transit, retail, and other destinations. CTC, Centennial Valley, and Redtail Ridge were identified as service areas for the route. The transit network also includes Bus Rapid Transit (BRT) service in the S. 96th street corridor and two Northwest Rail stations within a mile of Redtail Ridge (see Figure 7). The Northwest Rail stations are planned to be located near the CTC and at the Flatiron and US 36 Park-n-Ride.

Figure 6: Future Multi-modal Network Identified in the City of Louisville TMP



- A** Bicycle facility connecting Dillon Rd to the US 36 bikeway
- B** New underpasses at proposed locations along Dillon Road
- C** Trail connections to provide increased access to the schools and hospital
- D** Proposed future transit connecting McCaslin Station to the hospital, schools, and CTC
- E** On-street shoulder bikeway improvements
- F** Dillon Road capacity improvements to improve intersection operations
- G** Campus Drive Extension to improve school circulation and improve emergency access
- H** Paradise Lane realignment to eliminate intersection at S 96th Street. (*Note: Paradise Lane is on County property).
- I** New signal at Campus Drive and S 96th Street near fire house

Potential Future Transit Service

The Northwest Area Mobility Study (NAMS) study identified the S. 96th Street/Highway 42 as one of the six (6) candidate Arterial Bus Rapid Transit (BRT) corridors. All corridors were evaluated, and recommendations were made for transit priority elements such as transit signal priority, queue jump lanes and headway-based scheduling. Operations and maintenance costs for the corridors were also prepared. The NAMS Policy Advisory Committee (PAC) recommended that all six (6) arterial BRT projects

be implemented with system-wide service improvements. This corridor was recently identified as a Priority 3 corridor in the RTD Regional Bus Rapid Transit Study, the Metro Mayors Caucus is reviewing a ballot initiative to fund this corridor as part of regional ballot initiative, and the City of Louisville has applied for a grant to further study this service as part of a revised Highway 42 corridor study. Refer to **Figure 7** for a map of the identified transit network within the City.

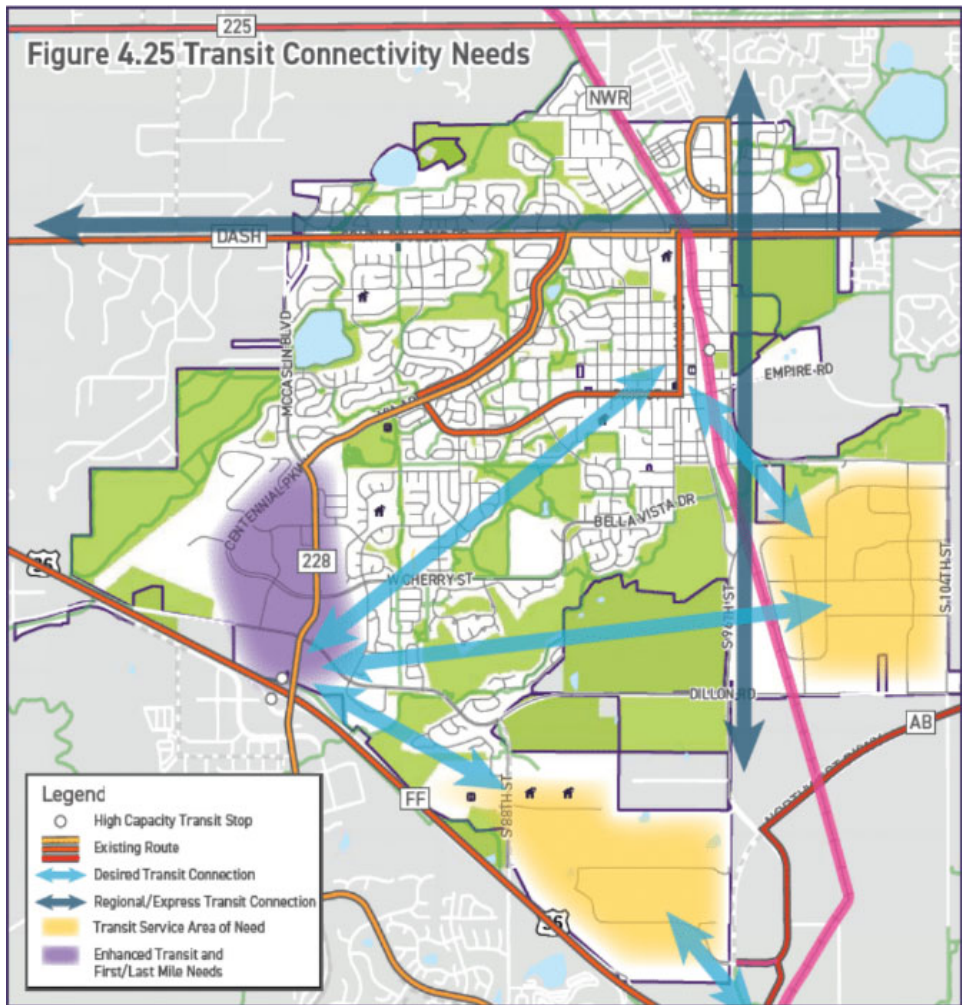


Figure 7: Future Transit Network Identified in the City of Louisville TMP

Proposed Walking and Biking

The Redtail Ridge project will be built over the next 10 years. During this time major shifts in transportation mobility and regional transportation project completion are expected to take place. Transit projects such as Northwest Rail, SH 42 BRT, and the RTD local circulator will potentially be operating before Year 2040. In addition, as previously noted, the city's construction of complete streets on S. 88th Street, Dillon Road, and S. 96th Street as well as the new connections within the Red Tail Ridge project on Campus Drive, Rockcross Drive, and Sorrel Avenue will be a major part of the multi-modal transformation in Louisville. These corridors will serve many more travelers and modes in the future and the transformations will use the current right of way to move more people using safe, reliable, connected and sustainable transportation options. **Photo 4** shows an existing on-street bike lane within the study area.

The enhanced-future multimodal network that is anticipated to be constructed by the City of Louisville in the vicinity of the Redtail Ridge project is shown in **Table 1**.



Photo 4: On-Street Bike Lane

Table 1: Enhanced Future Multi-Modal Network Assumptions with Redtail Ridge Project

Schedule	Corridor	Bike Lanes	Multi-use pathways	Sidewalks	Bus Lanes
Background (without Redtail Ridge)	S. 88th Street (US 36 to Dillon Road)	buffered or protected	westside or eastside	westside and eastside	none
	Dillon Road (S. 88th to S. 96th Street)	buffered or protected	northside	northside and southside	none
	S. 96th Street (Northwest Parkway to County Road)	buffered or protected	westside	westside and eastside	yes
	Northwest Parkway (S. 96th Street to US 36)	None	eastside	eastside	shoulder running
With Redtail Ridge	Campus Drive (S. 88th Street to S. 96th Street)	buffered or protected	southside	northside	none
	Rockcross Drive (S. 88th Street to Northwest Parkway)	buffered or protected	none	northside and southside	none
	Sorrel Avenue (Campus Drive to Rockcross Drive)	buffered or protected	none	eastside and westside	none

** Expanded future multimodal network will include on-site and off-site improvements including connections beyond Louisville that do not exist today but have been identified. See the links to the documents in the "Previous Studies" Section for additional details.*

7. Existing TDM Resources

Redtail Ridge is located within an area that has several existing and proposed TDM measures, and the project will benefit from these existing resources. Along the US 36 corridor, TDM services are provided by 36 Commuting Solutions in partnership with Way to Go.

36 Commuting Solutions is a non-profit organization focused on enhancing mobility along US 36 for all commuting types, with a focus on non-auto travel. The organization is member-driven and advocates for and supports businesses, commuters, and municipalities along the corridor, including the City of Louisville. The program offers numerous services to help travelers, to provide alternative transportation options, and to reduce congestion along the roadways and through communities. The current programs provided by 36 Commuting Solutions for employers and residents within the US 36 corridor are as follows:

- **Free & subsidized transit passes:** The US 36 Master EcoPass Pilot Program subsidizes employers' purchases of EcoPasses for their employees. Eligible commuters can also receive a free 10-ride ticket booklet to try transit.
- **Carpool & Vanpool:** Travelers can use Way to Go services to find carpool and vanpool partners. There is a \$75 incentive to individuals who form a new carpool or join a vanpool.
- **Bike & Walk:** In addition to the local and regional multi-use paths, there are interactive maps and education for people that walk and bike.
- **Telework:** In partnership with DRCOG, employers can receive free assistance to establish or expand their telework program.
- **Employer Outreach:** 36 Commuting Solutions staff works with employers to help encourage their employees to commute using sustainable travel modes and to develop commuter programs.
- **Marketing:** Encourages travelers to commute sustainably and participate in the available programs.



- **Advocacy:** 36 Commuting Solutions staff work with local municipalities, businesses, and other stakeholders to develop support for transportation improvements and secure funding for these improvements.

8. TDM Strategies

TDM measures will be an important part of managing safe and efficient transportation operations within and in the areas around the project site. The goal of implementing TDM is to:

- Eliminate or shorten trips,
- Change the mode of travel,
- Change the time of day for a trip,
- Increase participation of carpooling, vanpooling, and transit, and
- Encourage bicycling and walking in place of driving.

TDM strategies also include employer-based programs such as alternative work schedules, which could shift demand away from peak travel times, and telework, which could reduce the need for trips entirely. There are local transportation management solution organizations that coordinate funding and service efforts that the Metro District should consider partnering with to help facilitate and encourage non-SOV travel.

Program summaries are outlined below.

Walking Trips

Walking trips are a key part of the non-SOV mode share goals. The walking trips would likely occur between neighborhood homes, parks and schools. New walking trips will be made on the Complete Street sidewalk and trail network proposed internal to the development. The forecasted typical walk trip will be less than 1/4 mile or 5-minute walk from a home/work to a destination. It is likely that most of the walking trips will be single or multi-purpose trips within the site context. In the future, walking to shared ride mobility and transit services is also likely to increase. This is commonly referred to as the “first and last mile” of a shared ride or transit trip.



Cycling Trips

Cycling trips will increase in the future as the Complete Street and trail network is completed within the development. The future cycling trips will be made by people of all ages and cycling abilities. They will be connecting between neighborhood homes, parks, schools, commercial uses, and transit on and off site. Most of the new cycling trips would be a result of new people making a choice to cycle because of the protected cycle network and underpasses. That network is focused on removing conflicts with motor vehicles and providing safe access from neighborhoods to destinations in the adjacent area. These cycling trips will be approximately 4 to 6 miles and up to a 20-minute ride.



Created by Anna Smylie from the Hour Project.

Carpool, Vanpool and Shared Ride Trips

Employers will have access to programs that match people to carpool services and on-demand rideshare opportunities. The commute carpools and shared rides are typically less than 30 miles.



Transit Trips

In the future, “High-Capacity Transit” services will be available within a 10-minute walk or bike ride as outlined in the City of Louisville and Boulder County Transportation Master Plans. These transit services will be accessible via a 10-minute walk or bike ride using the Complete Streets and underpasses. Local transit shuttles to High Capacity Transit stations will also be provided by partnership with the City of Louisville and private business using the operating models being piloted at the 61st and Pena Station (<https://www.fulenwider.com/autonomous-shuttle-launches-in-denver.html>) and the Lone Tree Link (<http://www.lonetreelink.com>).



Telecommute/Work From Home

Working hours which do not require commuting during peak periods (full time or part time work) as well as working from home is considered a valuable TDM strategy and this reduction in trip making is included in the non-SOV goals. As a result of changing work conditions and environments resulting from the COVID 19 pandemic, this will be an even larger reduction in historic trip making than in pre-COVID conditions.



9. Proposed TDM Program

Listed below are the TDM programs, tools and funding sources that the Redtail Ridge development will implement to achieve the project’s non-SOV mode share goals. The TDM measures are explained within this letter to the detail available for the phase of development at this time. Future submittals will provide supplementary information when additional details on tenants, employees, and building locations are known. The Metro District is partnering with 36 Commuting Solutions, a local expert in transportation management solutions, to help facilitate these TDM measures.

Transit

Shuttles to High-Capacity Transit: The City of Louisville’s TMP highly encourages developments to leverage existing and futures investments in transit. With this goal in mind, the Metro District will be contributing funds for a shuttle service that connects the project area to the Flatiron Flyer BRT station and to downtown Louisville. In addition, representatives of the Metro District will participate in the process which develops this shuttle service and will seek additional public and private partners, including RTD as well as neighboring entities such as Avista, Crocs and the CTC. The shuttle service could be operated with an on-demand application and/or be a fixed route service. The funds provided may be used to help contribute to the creation of the service and/or fund a portion of its initial operations. The Metro District will dedicate a fixed amount of funding at the time of building development completion and tenant occupancy. In addition, it will be a requirement of each subsequent building specific TDM program that the tenant occupying space in the development take on their proportional financial obligation in subsequent years for the operation of the shuttle service.

Employee EcoPasses: Regional Transportation District’s (RTD) EcoPass is a bulk-rate, discounted

transit pass that is purchased from RTD and provides unlimited usage of RTD services including local and regional bus routes, the Skyride bus service to the airport, light rail and commuter rail. Access to free transit service has proven to be one of the most effective TDM programs for changing travel behavior and reducing the need to own a vehicle or multiple vehicles. Building on the availability of the US-36 Flatiron Flyer service and the intended future transit service planned for this area, the Metro District will encourage employee transit use by financially securing RTD EcoPasses to all employees for a period of two years. To accomplish this, the development will enter into an agreement with RTD to develop a Master Contract for all land uses within the project area. The cost of these EcoPasses through the Master Contract will be determined using RTD's regional formulas based on total number of employees within the Master Contract area. This will ensure that all employees working within the project area have access to free EcoPasses for the first two years of initial occupancy. In addition, it will be a Covenants, Conditions and Restrictions (CC&R) requirement that the tenant occupying space in the development take on their proportional financial obligation of the TDM program in subsequent years. This will ensure that employee EcoPasses are made available for all employees after the initial two years of funding is spent. Access to the *Guaranteed Ride Home Program* will be included in the Master Contract developed with RTD.

Programming and Education

TDM Coordinator: The Metro District will hire and fund, either independently or in partnership with other benefited parties, a TDM Coordinator or work with a local transportation management organization (such as 36 Commuting Solutions) to act as the TDM Coordinator, to manage the TDM program for the project area. The TDM Coordinator will provide employees with important travel information including transit maps and schedules, bicycle maps, local and regional marketing campaigns, and information on the commute benefits provided to employees. The TDM Coordinator's efforts will assist in ensuring the project's non-SOV mode share goals. In addition, the TDM coordinator would be responsible for coordinating the following programs/tools:

- *TDM Plan evaluation*: Provide periodic surveys of employee travel behavior to evaluate the TDM Plan. The survey is designed to collect anonymous travel information and takes less than 10 minutes to complete.
- *Orientation packets*: Prepare electronic orientation packets to employers that will include non-SOV program information and incentives. This information will be located on the

district website.

- *Flexible work schedules and telecommuting:* The Metro District and the TDM Coordinator will work with employers to encourage this program. Each building specific TDM plan will be encouraged to include language which supports this program. Working conditions in the Front Range, after the COVID 19 Pandemic have resulted in a much higher prevalence of telecommuting for jobs where that is possible.

Carpooling and Vanpooling

Employee Carpools and Vanpools: work with vertical developer/employers to encourage use and to implement dedicated parking for these programs on-site.

Carshare: There are a number of programs across the front range which allow persons to make use of carshare or vanpool vehicles. Use of these vehicles can limit the need for motor vehicle ownership and be a valuable component of a TDM program. Employment centers can support the use of these vehicles by provided dedicated space for these vehicles. Within the development, any land use with over 100,000 square feet of building space will allocate up to three parking spaces for dedicated carshare and/or vanpool vehicle parking. It is not intended that the development or the subsequent businesses occupying the buildings will operate either carshare or vanpool programs. Instead, the allocation of these parking spaces will be based on requests from employees who are using these services. The utilization of this service will be monitored to determine the appropriate number of spaces to allocate for carshare.

Walking and Biking

Walk and Bike Month: actively encourage employees and residents to register and participate in Bike to Work Day (June) or Winter Bike to Work Day (January).

Bicycle Access: Bicycle access to the site will be provided via Complete Streets and multi-use trails as shown on the Redtail Ridge Filing 1 Plat and supporting construction documents which connect to the existing and future bicycle infrastructure in the City of Louisville. Every structure will be accessible by bicycle.

Bicycle Parking: Future site plans will include outdoor short-term bicycle parking at a ratio consistent with Leadership in Energy and Environmental Design (LEED) commitments. Long-term bicycle

parking inside buildings or in covered parking areas will be provided at a rate of at least one secure area per building that is over 75,000 square feet of office space. The long-term parking should be a bicycle room with limited access or a caged secure area within a parking area protected from the weather, as appropriate to the use of the facility/building. At least one long-term bike parking area within the development will include a bicycle maintenance area complete with tools and air pumps for employee use. The specific design of long-term bike parking racks will be determined during final site plan development.

On-Site Bicycle Commuter Amenities: Office buildings will include showers and changing facilities for employees within the building consistent with LEED commitments. Future submittals will include detailed designs and access.

Note that all developers in the project will be required to submit a customized TDM plan for their building identifying what programs will be implemented to meet the non-SOV goals of the project and how they comply with the commitments outlined in this TDM report. Periodic surveys will be conducted by the Metro District to evaluate the TDM program effectiveness and adjustments will be made, if needed, to reach the project non-SOV goals.

10. Timeline and Funding for TDM measures

Metropolitan (Metro) Districts are a type of Colorado special district which is formed to provide services, such as Transportation, Water, Solid Waste Disposal, Sanitation and Street Maintenance and Improvement. Metro Districts are independent governmental entities formed to provide services which finance, design, install, construct, operate and or maintain public improvements not otherwise being provided. The existing Metro District will, amongst other things, manage the funding, operations, and maintenance of the TDM plan. A summation of the timeline for implementing recommended TDM strategies at different Phases of development is provided in **Table 2**. Only TDM Strategies with one-time or annual costs are included.

Table 2: Redtail Ridge TDM Plan Funding and Timeline Summation

TDM Strategy	Timeline and Frequency	Amount
Develop shuttle service	Metro District to contribute a one-time allocation for the planning and implementation of the shuttle service as a condition of Phase I occupancy permits.	Metro District paid through public RFP
Proportional yearly operational costs for shuttle service	Metro District to secure fees from property owners and/or leasees for annual allocation of proportional share of shuttle service operation. Fees provided to whomever is managing the shuttle service.	\$75,000/Year
Employee EcoPasses upfront	Metro District to provide one-time allocation to secure employee EcoPasses, through Master Contract with RTD, for all employee in the initial, Phase 1. Fees paid directly to RTD.	\$18,000
Long-term Employee EcoPasses	Metro District to secure funds to pay for EcoPasses through an RTD Master Contract fees in subsequent years.	\$75,000/Year
Hire TDM Coordinator	Metro District to secure and maintain TDM Coordinator services	\$100,000 annually - Metro District fees

EXHIBIT D

MAINTENANCE TASKS AND OBLIGATIONS

Legend	<p>“X” Denotes COL Public Improvements Within the Premises</p> <p>“M” Denotes Maintenance by Redtail Ridge MD of COL Public Improvements Within the Premises</p>
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PARCEL	IMPROVEMENT						MAINTENANCE ACTIVITY
	Architectural Concrete (e.g. Low Landscape Wall)	Crusher Fines Path	Irrigation	Landscape	Lock Street Concrete Walk	Storm Pipe and Appurtenances	
Portion SW corner SW 1/4 Sec 9-T1S- R69 W	X	X	X	X	X	X	
				M			Maintenance per current City of Louisville Level of Service Standards, herbicide and pesticide control as approved by the City
			M				Maintenance per current City of Louisville Level of Service Standard
		M	M			M	Repair
	M				M	M	Clean, wash, graffiti removal
			M			M	Utility locates
					M		Snow/ice removal, trash pick up and removal

EXHIBIT E

MAINTENANCE SERVICE STANDARDS

All maintenance of COL Public Improvements on the Premises shall be conducted according to current City of Louisville standards and include but not limit to the following.

1. Turf Mowing and Trimming
 - a. Turf areas are to be mowed and trimmed weekly during the growing season or as needed to maintain an even, well-groomed appearance. Turf grass should be kept at a height of approximately three inches.
 - b. The use of mulching mowers is encouraged. Excessive clippings that accumulate on the turf must be removed and disposed of off-site.
 - c. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
 - d. Rotary walk-behind or riding mowers are required for mowing. Mowers and trimmers must be operated in a safe and orderly manner.
 - e. Turf shall be cut in a professional manner so as not to scalp turf or leave uncut areas.
 - f. Care shall be taken to prevent discharge of grass clippings into the storm drains or onto any paved surfaces such as streets, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately.
 - g. All trash and litter shall be removed from the site prior to initiating any mowing of the turf areas. Trash and litter shall be hauled from site.
 - h. All trimming shall be done using a string trimmer.
 - i. All trimming must be accomplished concurrently with the mowing operation and done at the same height as the adjacent turf.
 - j. Special care shall be taken while trimming so as not to inflict damage to the bark of trees, fence posts or boards, signs, etc.

2. Turf Edging
 - a. All sidewalks, curbs, walkways and other hard surfaces will be mechanically edged using a metal blade as necessary in order to maintain a well-groomed appearance. All material dislodged by edging will be removed from site.

3. Turf Aeration

- a. Common turf areas shall be aerated once in the spring and once in the fall. Each aeration shall be done in a cross type pattern (two different directions) with a commercial type aerator having a plug depth set at six inches (6”).

4. Native Grass Maintenance

a. Monitoring

1. Native seed areas shall be observed and monitored on a regular basis as part of regular maintenance visits.

b. Weed Control

1. Broadleaf weeds shall be eradicated using chemical or manual methods to prevent the spread of weeds. Contractor shall avoid using chemical methods in and around areas that have wildflower seed mixes. A minimum of 1 herbicide application is expected on an annual basis for established native areas.
2. Spot seeding and over-seeding of areas shall occur as bare spots develop, greater than 2’x2’, particularly after mowing and herbicide applications. The specified seed mix shall be doubled when broadcast seeding, and installation should ensure proper soil to seed contact during application.

c. Native Grass Mowing

1. Mechanical methods are not typically needed for weed control of established native grasses.
2. In the case of excessive weeds in a native grass area, mechanical eradication of the weeds should occur prior to weeds going to seed.
3. Any shortgrass mix that will maintain a height of approximately 30” or less is not intended to receive routine mowing. If a thicker stand of grass is desired, one seasonal mowing that is not bagged shall occur in the fall after the native grasses have seeded out.
4. Walkways adjacent to native grass areas can be mechanically edged. Beauty bands, or frequent mowing of native grass adjacent to walkways is discouraged.

d. Irrigation

1. Native grass shall not receive supplemental irrigation water after an area has been deemed as established. Large areas of reseeding that occur, in excess of 50 SF, may require limited supplement irrigation to reestablish this seed area.

5. General Weed Control

- a. Suckers are classified as weeds. Adventitious sucker growth from trees in tree wells shall be removed weekly using pruning shears. Shears will be sterilized with isopropyl alcohol or an approved disinfectant between cuts. Chemically treating suckers is not allowed.
- b. Weeds shall be removed or killed as the weeds emerge in the following areas: native grass areas, turf areas, shrub beds, mulched areas (wood and rock), sidewalks and pattern concrete.
- c. Weeds shall be removed if they are larger than two inches (2") in height or diameter and disposed of off-site.
- d. Trees wells will be sprayed a minimum of three (3) times during the growth season with glyphosate with the exception of the following areas:
 1. Trees located in or in close proximity to native wildflower areas
 2. Trees located in naturalized native grass areas
 3. Trees located in shrub beds with groundcover or other plant material that will effectively cover under the tree canopy
- e. Precautions shall be taken to keep persons away from herbicide treated areas until the area is safe for entry. Herbicide applications shall be made at times when citizen presence is minimal.
- f. Pesticide flagging will be placed prior to an application which will include the company name, phone number, time and date of application and chemical applied on each flag. Flags shall be placed at all entrances and other highly visible areas throughout the site and will be removed as soon as the area is safe for entry.
- g. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All governmental and industry recommendations and regulations apply.
- h. Broadleaf treatment of weeds on turf shall occur but not to exceed two (2) times per growing season.
- i. All pesticide applications must be performed under the direction of a licensed applicator by the State of Colorado Department of Agriculture and in accordance with the Colorado Pesticide Applicator's Act. All City regulations and best management practices apply.
 1. It is the contractor's responsibility to identify and properly notify any person listed on the Registry of Pesticide Sensitive Person

whose property abuts that on which the application is scheduled before any pesticide application is performed.

2. The contractor assumes full and complete responsibility for any undesirable plant kill or plant damage on the maintenance areas or adjacent property and for any adverse effects caused by pesticide applications.
3. All pesticides recommended for use and all application of pesticides must be reported to the Parks Superintendent.

6. Litter

- a. All hand litter and other debris shall be picked up in accordance to the mowing frequency. Litter and debris shall be picked up prior to mowing and hauled from the site. Trash shall also be removed from native grass areas, shrub beds, landscaped areas, mulched areas and sidewalks.
- b. Pet pick-up dispensers are to be restocked weekly or as needed.

7. Turf Fertilizing

- a. Fertilization applications shall be performed once in the spring after the aeration has been performed and once in the fall after the aeration has been performed. The formulation and application rate will be determined by a soil test. Fertilizer should be a slow release type.
- b. If the fertilizer contains iron it must be removed from all concrete surfaces to avoid staining.
- c. The fertilizer formulation and application rate must be reported to the Parks Superintendent.

8. Irrigation

- a. Irrigation systems intended for temporary establishment shall be physically disconnected from permanent system and not returned to service unless authorized by the City.
- b. It is expected that the systems will be energized in the spring and winterized in the fall. Heads shall be adjusted as needed, breaks repaired timely to prevent any interruptions in the watering cycles for all landscaping. During spring startup, each irrigation hydrozone shall be physically inspected to ensure proper system operation and no major system leaks.
- c. Routine maintenance on the system components shall occur weekly.

- d. Heads must be adjusted for optimal coverage, and overspray on roadways and pedestrian walks should be minimized. Nozzles are to be free of debris and valves are to be functioning properly.
- e. Any replacement parts must be of the same brand, model number and nozzle size.
- f. Backflows must be tested yearly by a certified tester. Test documentation must be completed and submitted to the City.
- g. Appropriate watering practices must be followed for each specific type of plant material and turf species. Day watering is only allowed for grass and native seed establishment.
- h. Use of a rain sensor is required. Irrigation must be turned off during a rain event. A rain event is defined as an event in which accumulation exceeds two-tenths of an inch (.2") of water in a twenty-four hour period.

9. Pruning

- a. All trees, shrubs and plant material shall be maintained to ensure the health, vigor and aesthetic appearance according to accepted horticultural practices.
- b. Shrub growth shall be maintained in accordance with present space limitations but natural growth and appearance shall be maintained.
- c. Damaged trees or those that constitute health or safety hazards shall be pruned immediately.
- d. Tree pruning shall include sidewalk and street clearance, as well as maintain sight visibility clearance requirements.
- e. All tree pruning shall be conducted by a certified arborist.
- f. Questions or disputes regarding pruning shall be referred to the City Forester and his/her decision will prevail.



10. Mulching

- a. Manicured landscape areas containing mulch will be kept at a depth of four inches to discourage the growth of any plant material deemed undesirable.
- b. Naturalized landscape areas that utilize mulch for initial establishment shall have the option of discontinuing the use of mulch if a suitable stand of native grass, or groundcover has been established to avoid areas of bare earth and discourage weed establishment.

11. Annual Flower Beds
 - a. Annual flower beds will have the soil turned once a year in the fall before new flowers are planted.
 - b. All flowers will be dead headed on an as need basis.
12. Site Amenities
 - a. Inspections should occur weekly and reports made available upon request.
 - b. General care and upkeep shall occur as needed for site amenities such as: pet pick-up dispensers, etc.
13. Graffiti
 - a. Graffiti shall be removed within forty-eight hours from all surfaces such as: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting, fencing, etc.
 - b. All materials and processes used in removal shall be non-injurious to surfaces and adjacent property. If repainting is required, appropriate surface preparation shall be made on painted surfaces. Paint applied shall be the exact shade of color as existing paint.
14. Sidewalks, Walkways, and Hardscapes
 - a. Sidewalks, walkways and hardscapes shall be swept and/or blown weekly or as needed to keep free from debris. All litter shall be picked up and removed.
 - b. All expansion joints and cracks shall be kept weed free at all times.
 - c. Any accumulation of snow shall be removed from all concrete walkways. Snow or ice must be removed within twenty-four hours from the last accretion of such snow or ice per City Ordinance.
15. Piping and Structures
 - a. Provide pipe jetting and debris and silt removal as needed and as directed by the City. Piping shall not have a restriction greater than 20% based on depth.

EXHIBIT F

FORM OF INSPECTION REPORT

		EXHIBIT E
DETENTION BASIN (DB) INSPECTION FORM		
Date: _____		
Subdivision/Business Name: _____		Inspector: _____
Subdivision/Business Address: _____		
Weather: _____		
Date of Last Rainfall: _____		Amount: _____ Inches
Property Classification: Residential Multi Family Commercial Other: _____ (Circle One)		
Reason for Inspection: Routine Complaint After Significant Rainfall Event (Circle One)		
INSPECTION SCORING - For each facility inspection item, insert one of the following scores: 0 = No deficiencies identified 2 = Routine maintenance required 1 = Monitor (potential for future problem) 3 = Immediate repair necessary N/A = Not applicable		
FEATURES		
1.) Inflow Points ___ Riprap Displaced ___ Erosion Present/Outfall Undercut ___ Sediment Accumulation ___ Structural Damage (pipe, end-section, etc.) ___ Woody Growth/Weeds Present	2.) Forebay ___ Sediment/Debris Accumulation ___ Concrete Cracking/Failing ___ Drain Pipe/Wier Clogged (not draining) ___ Wier/Drain Pipe Damage	
3.) Trickle Channel (Low-flow) ___ Sediment/Debris Accumulation ___ Concrete/Riprap Damage ___ Woody Growth/Weeds Present ___ Erosion Outside Channel	4.) Bottom Stage (Micro-Pool) ___ Sediment/Debris Accumulation ___ Woody Growth/Weeds Present ___ Bank Erosion ___ Mosquitoes/Algae Treatment ___ Petroleum/Chemical Sheen	
5.) Outlet Works ___ Trash Rack/Well Screen Clogged ___ Structural Damage (concrete, steel, subgrade) ___ Orifice Plate(s) Missing/Not Secure ___ Manhole Access (cover, steps, etc.) ___ Woody Growth/Weeds Present	6.) Emergency Spillway ___ Riprap Displaced ___ Erosion Present ___ Woody Growth/Weeds Present ___ Obstruction/Debris	
7.) Upper Stage (Dry Storage) ___ Vegetation Sparse ___ Woody Growth/Undesirable Vegetation ___ Standing Water/Boggy Areas ___ Sediment Accumulation ___ Erosion (banks and bottom) ___ Trash/Debris ___ Maintenance Access	8.) Miscellaneous ___ Encroachment in Easement Area ___ Graffiti/Vandalism ___ Public Hazards ___ Burrowing Animals/Pests ___ Other	
Inspection Summary / Additional Comments: _____		
OVERALL FACILITY RATING (Circle One) 0 = No Deficiencies Identified 2 = Routine Maintenance Required 1 = Monitor (potential for future problem exists) 3 = Immediate Repair Necessary		
This inspection form shall be kept a minimum of 3 years and made available to the City of Louisville upon request.		