



## City Council

August 6, 2024  
Packet Addendum #2

**RESOLUTION NO. 31  
SERIES 2024**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED AGREEMENT FOR  
ECONOMIC DEVELOPMENT SERVICES WITH THE BOULDER SBDC FOUNDATION FOR  
SERVICES TO BENEFIT THE LOUISVILLE BUSINESS COMMUNITY**

**WHEREAS**, by Resolution No. 91, Series 2021, the City Council approved an agreement with the Boulder SBDC Foundation, d.b.a. Boulder Small Business Development Center (the “SBDC”), for the SBDC’s provision of services to the Louisville business community (the “Original Agreement”);

**WHEREAS**, SBDC and the City desire to amend and restate the Original Agreement to expand SBDC’s services as further set forth in the Scope of Services set forth in Exhibit A hereto, in exchange for increased compensation; and

**WHEREAS**, the City Council by this Resolution desires to approve the Amended and Restated Agreement, a copy of which accompanies this Resolution (the “Agreement”).

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

**Section 1.** That the Amended and Restated Agreement for Economic Development Services between the City of Louisville and the Boulder SBDC Foundation (“Agreement”), a copy of which Agreement accompanies this Resolution, is hereby approved.

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

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Christopher M. Leh, Mayor

ATTEST:

\_\_\_\_\_  
Genny Kline, Interim City Clerk

**AMENDED AND RESTATED AGREEMENT  
FOR ECONOMIC DEVELOPMENT SERVICES**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the City of Louisville, a Colorado home rule municipal corporation (the “City”), and the Boulder SBDC Foundation, a Colorado nonprofit corporation, d.b.a. Boulder Small Business Development Center (“SBDC”).

WHEREAS, SBDC provides support services for small businesses, including but not limited to training workshops, consulting, programming, and access to valuable resources; and

WHEREAS, the SBDC helps small businesses analyze marketing and growth issues, set reasonable short and long-term goals, obtain financing, and prosper in competitive markets; and

WHEREAS, the stimulation of economic growth is recognized to serve both the public interest and municipal purposes of the City by enhancing the tax base and creating employment opportunities; and

WHEREAS, SBDC and the City are parties to that certain Agreement for Economic Development Services, dated December 21, 2021 (the “Original Agreement”), for SBDC’s provision of certain programs and services that enhance and supplement the City’s current economic development efforts and goals without duplicating existing efforts; and

WHEREAS, the parties desire to amend and restate the Original Agreement to expand SBDC’s Services as further set forth in the Scope of Services set forth in Exhibit A hereto, in exchange for increased compensation.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

1. **SERVICES AND DUTIES.** SBDC agrees to provide the services as outlined in the Scope of Services attached hereto and incorporated herein as Exhibit A (the “Services”). SBDC shall not endorse or campaign for anyone running for City of Louisville elected positions.

2. **COMPENSATION.** The City will pay SBDC a total not to exceed Seventy Thousand Eight Hundred Dollars (\$70,800) to compensate SBDC for the Services for each calendar year this Agreement is in effect (the “Compensation”). The City shall pay the Compensation in twelve equal monthly installments of \$5,900 each, to be made no later than the tenth (10<sup>th</sup>) day of each month during the term of this Agreement. The Compensation is inclusive of all costs of whatsoever nature associated with SBDC’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amounts payable under the terms of this Agreement.

3. **TERM.** The term of this Agreement shall be from January 1, 2024 to December 31, 2024 (“Initial Term”), unless sooner terminated as provided herein. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, unless one party

provides the other party with thirty (30) days' written notice in advance of the expiration of the then-current term of its intent not to renew for a successive term. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. In the event of a non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

4. REPORTING REQUIREMENTS. Commencing in 2023, and annually thereafter, SBDC further agrees to submit a Final Report to the Louisville Director of Economic Vitality by no later than February 1. The Final Report shall include complete and accurate statements of Services rendered in the previous year, categorized under the Program Metrics set forth in Exhibit A, and must be signed by SBDC. In addition to any other remedies available in law and equity, the City may decline to consider further contracts with SBDC if the SBDC does not submit its Final Report by the annual deadline.

5. RELIABILITY OF REPORTS. SBDC represents and warrants that all information SBDC has provided or will provide to the City is true and correct, and that the City may rely on such information in modifying, making payments, or taking any other action concerning this Agreement. Any false or misleading material information or omission provided or caused by SBDC is just cause for the City to terminate this Agreement and to pursue any other available remedies against the SBDC.

6. NON-PROFIT STATUS. SBDC, during the term hereof, agrees to remain a nonprofit corporation dedicated to the rendition of the Services described in this Agreement, and no part of the income or assets of SBDC shall be distributed to, or inure to the benefit of, any individual or for any other private purpose.

7. STATUS OF SBDC. SBDC shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing SBDC, including its agents and employees, as an agent of the City. SBDC shall remain an independent and separate entity. SBDC shall not be supervised by any employee or official of the City, nor will SBDC exercise supervision over any employee or official of the City. SBDC shall not represent that SBDC is an employee or agent of the City in any capacity. **As an independent contractor, SBDC is not entitled to workers' compensation benefits or unemployment insurance benefits, except as may be provided by SBDC or some other entity. If applicable, SBDC is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

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

9. DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy to which the City may be entitled for a breach of this Agreement, if the City terminates this Agreement, in whole or in part due to SBDC's breach of any provision of this Agreement, SBDC shall be liable for actual damages to the City.

10. INSURANCE. A. SBDC agrees to procure and maintain, at its own cost, the following policy or policies of insurance. SBDC shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. SBDC shall procure and maintain, and shall cause each subcontractor of SBDC to procure and maintain or insure the activity of SBDC's subcontractors in SBDC's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

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

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of SBDC's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by SBDC. 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. SBDC shall be solely responsible for any deductible losses under each of the policies required above.

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

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

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

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

12. ENFORCEMENT. A. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

B. In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

13. COMPLIANCE WITH LAWS. SBDC shall perform all obligations under this Agreement in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the SBDC's services under this Agreement. SBDC, specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, sexual orientation, gender status, or as otherwise prohibited by law.

14. TERMINATION. A. This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. SBDC's discontinuance of or reduction in the Services set forth in Exhibit A shall constitute a material breach of this Agreement. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

B. In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least thirty (30) days in advance of the termination date. In the event of such termination, SBDC will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a prorated daily rate, and upon such payment, all obligations of the City to SBDC under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

16. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and SBDC, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or SBDC receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

19. INTEGRATION AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement shall supersede and replace in its entirety that certain Agreement for Economic Development Services, by and between the parties hereto, dated December 21, 2021. This Agreement may be amended only by an instrument in writing signed by the parties.

20. PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

21. HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Agreement.

22. WAIVER. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

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

24. SEVERABILITY. Invalidation of any specific provisions of this Agreement shall not affect the validity of any other provision of this Agreement.

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

If to the City:

City of Louisville  
Attn: City Manager  
749 Main Street  
Louisville, Colorado 80027  
Telephone: (303) 335-4533  
Fax: (303) 335-4550

If to SBDC:

Boulder SBDC Foundation  
Attn: Sharon King  
1001 Arapahoe Avenue  
Boulder, Colorado 80302

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



CITY OF LOUISVILLE

Center

BOULDER SBDC FOUNDATION, d.b.a.

Boulder Small Business Development

By: \_\_\_\_\_  
Chris Leh, Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

Attest: \_\_\_\_\_  
Secretary

## EXHIBIT A

### SCOPE OF SERVICES

In cooperation, the City of Lafayette and City of Louisville seek to establish satellite support programs with the Boulder Small Business Development Center (SBDC). The Boulder SBDC will provide programs and services that enhance and supplement the cities' current economic development efforts and goals without duplicating existing efforts. The satellite support programs defined in this Scope of Services include: 1) one-on-one consulting, 2) outreach & marketing, 3) workshops and training programs, and 4) management and implementation. Services will be provided on an annual basis (January 1 – December 31), subject to consideration and renewal of the Professional Services Agreement by each community.

Satellite Support Programs Defined:

- 1) **One-on-One Consulting:** For each City, the SBDC will provide 300 hours of consulting per satellite program operated. At an average of 25 hours/month, that would include Initial (Discovery) Meetings to assess the business' needs and preferences and match-up relevant expertise, as well as follow-on sessions to deliver targeted assistance that helps the businesses to move forward.

Consulting topics may consist of, but are not limited to, start-up issues; development of a business plan (or other planning format) for start-up, growth, and financing; development of marketing strategies and action plans; development and understanding of financial projections and access to capital; and development of business management skills and processes. For businesses in the advanced industries, on a limited basis, assistance may include strategic research & analysis, technology commercialization, support for innovation grants and contract opportunities as well as access to other capital. For Latinx entrepreneurs and businesses, bilingual assistance may include business planning, access to capital, and all of the other topics previously listed.

The SBDC has built a network of professional service providers, entrepreneurs, and other business assistance and government contacts that further assist our small businesses, especially when the scope of the request is outside the SBDC mission or resource constraints. Our network of commercial banks and other financing sources such as micro lending institutions (Colorado Enterprise Fund, Colorado Lending Source and others) leads to warm introductions for financial accessibility. SBDC specialists, in collaboration with lender representatives, meet with our small business clients to explain the financing landscape, and if appropriate, provide an introduction for further conversation.

The Boulder SBDC will not establish a permanent office in either Lafayette or Louisville to provide these services. Consultants will use a combination of virtual and in-person sessions; the Cities, at no-cost to the SBDC, will provide short-term, temporary meeting

space at city facilities on an as-needed basis so that the SBDC can have a community presence.

**Annual cost per satellite program: \$22,500**

- 2) **Outreach & Marketing:** Since the SBDC satellite offices will be new resources in the communities, extra efforts will be made to build the SBDC presence. The Lead Consultant and SBDC Representative (Dan King) will attend various meetings and activities to immerse himself and our team in the business community and to build relationships with business owners and leaders. The Boulder SBDC Executive Director will participate as well, whenever available.

Boulder SBDC will incorporate these new satellite offices into our marketing & outreach communication plans, platforms, and materials (including our website, broadcast newsletters, social media channels, public relations efforts and, on a limited basis, in emails to target business, organizations and community leaders). The goals will be to build awareness and usage of SBDC programs and services. The SBDC will add any relevant lists provided by each city to our marketing databases to increase outreach.

**Annual cost per satellite program: \$9,700**

- 3) **Workshops and Training Programs:** Boulder SBDC produces practical and actionable workshops, presented by high-caliber and experienced subject matter experts (SMEs).

The framework and several of the specific workshop and program topics will be the same as 2022. Two new programs are added in 2023.

[1] Take Action! Marketing Peer Group Series (1.0) – in person/in Lafayette – 3 part series

[2] Take Action! Marketing Peer Group Series (1.0) – in person/in Louisville – 3 part series

[3] Business Basics: For the Early Stage Business and the New Entrepreneur – in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses from each city

[4] Financial Know-How– in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses from each city. *This workshop replaces the SEO program done in 2022.*

[5] Take Action! Marketing Peer Group Series (2.0) – in person; Lafayette or Louisville location for this 2 part series; maximum of 10 attending businesses from each city

[6] Sales Essentials -- in person; Lafayette or Louisville location for this individual session; maximum of 12 attending businesses attending from each city.

**Annual cost per satellite program: \$28,600**

- 4) **Management and Implementation:** Boulder SBDC’s Team Lead and Executive Director will work directly with representatives in Lafayette and Louisville to get input on business’ needs and preferences, to understand other resources in place (in order to avoid duplication of services/programs and nurture collaboration), to build relationships with key business leaders and owners, and to get input in order to develop the most effective programs that fill gaps in each business community. The SBDC’s Marketing & Event Program Manager will handle all logistics, marketing coordination, and program implementation.

The Lead Consultant (supported by all members of the SBDC team) will provide periodic informal updates to our partners at each City. The Lead Consultant will also participate in at least one annual joint meeting of the City partners to convey such updates as well as provide information on resource allocations and conduct program planning.

**Annual cost per satellite program: \$10,000**

**Total Cost per satellite program:**

<b>One-on-One Consulting</b>	<b>\$22,500</b>
<b>Outreach &amp; Marketing</b>	<b>\$9,700</b>
<b>Workshops and Training Programs</b>	<b>\$28,600</b>
<b>Management and Implementation</b>	<b>\$10,000</b>
<b>Total Cost per satellite program</b>	<b>\$70,800</b>

By November 15 each year, the Boulder SBDC will provide to the City Managers of both communities an annual activities report. The annual report will include program metrics as defined below, summaries of key programs offered, and copies of relevant outreach & marketing materials. The annual report will be provided to each community’s City Council as part of the consideration to renew a Professional Services Agreement for an additional year. In addition, no later than February 1 each year, the Boulder SBDC will provide final metrics that capture the end of the prior service year.

**Program Metrics Defined:**

- 1) 300 hours per year of consulting to Louisville businesses, focusing on small businesses and entrepreneurs, including reports (by community) of:
  - a. Number of clients served
  - b. Number of consulting sessions

- 2) 8 hours per month by a dedicated Lead SBDC representative, including meetings with local strategic partners and organizations as well as business outreach
- 3) 4 specialized programs in collaboration with City of Lafayette
  - a. 2 Co-Hosted Workshops: Target= 12 businesses per community
  - b. 2 Rounds of the 3-part Take Action! Marketing 1.0 (Peer Group Series) – one in Lafayette, one in Louisville: Target= maximum of 10 businesses in attendance
- 4) Economic impact metrics (as reported by Lafayette and Louisville businesses/residents who participate in consulting and/or workshops):
  - a. Sales increases realized: Target= \$500,000
  - b. Capital formulated: Target \$500,000

**ORDINANCE NO. 1881  
SERIES 2024**

**AN ORDINANCE APPROVING THE VACATION OF EXISTING DRAINAGE  
EASEMENT LOCATED ON LOTS 8 AND 9 OF THE AMENDED PLAT OF PARKWOOD  
FILING 2**

**WHEREAS**, by the Amended Plat of Parkwood Filing No. 2, recorded in the Office of the Boulder County Clerk and Recorder on January 12, 1976 at Reception No. 00206886, there was a utility easement across Lots 8 and 9 (“the easement”); and

**WHEREAS**, a replat application has been approved by the City dedicating new easements under the name the First Replat of the Amended Plat of Parkwood Filing No. 2; and

**WHEREAS**, the City Council finds and determines that the easement for which vacation is requested is not and will not be needed for any public, governmental, or utility purposes; and

**WHEREAS**, the City Council desires to approve the application and vacate the City’s interests in the easement for which vacation is requested;

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

**Section 1.** The City hereby approves the vacation of the easement across Lots 8 and 9 which easement herein vacated is in the location further described in Exhibit A attached hereto and incorporated herein by this reference (“the easement”).

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

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

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED  
PUBLISHED this 6<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Christopher M. Leh, Mayor

**ATTEST:**

\_\_\_\_\_  
Meredyth Muth, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelly, P.C.  
City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING, this \_\_\_\_ day  
of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Christopher M. Leh, Mayor

**ATTEST:**

\_\_\_\_\_  
Meredyth Muth, City Clerk

# EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF LOT 8, BLOCK 6, AMENDED PLAT OF PARKWOOD FILING NO. 2 RECORDED AT REC. NO. 00206886 TO BEAR SOUTH 00°04'41" WEST, A DISTANCE OF 90.08 FEET BETWEEN A FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 29038" AT THE NORTHEAST CORNER OF SAID LOT 8 AND A FOUND CHISELED CROSS AT 5 FEET OFFSET TO THE SOUTHEAST CORNER OF SAID LOT 8 WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8, THENCE ALONG THE NORTH LINE OF SAID LOT 8, NORTH 89°55'42" WEST, A DISTANCE OF 85.98 FEET; TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH LINE, SOUTH 26°08'36" EAST, A DISTANCE OF 94.83 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF SAID LOT 8 THE FOLLOWING (3) COURSES:

1. NORTH 89°55'42" WEST, A DISTANCE OF 5.57 FEET, TO THE SOUTHWEST CORNER OF LOT 8;
2. THENCE NORTH 26°08'36" WEST, A DISTANCE OF 94.83 FEET, TO THE NORTHWEST CORNER OF SAID LOT 8;
3. THENCE SOUTH 89°55'42" EAST, A DISTANCE OF 5.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 474 SQ. FT. MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,532  
DRAWN BY: D. SPRINGETT  
DATE: 08-12-2022

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Land Surveying Services



655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355

[www.FlatironsInc.com](http://www.FlatironsInc.com)

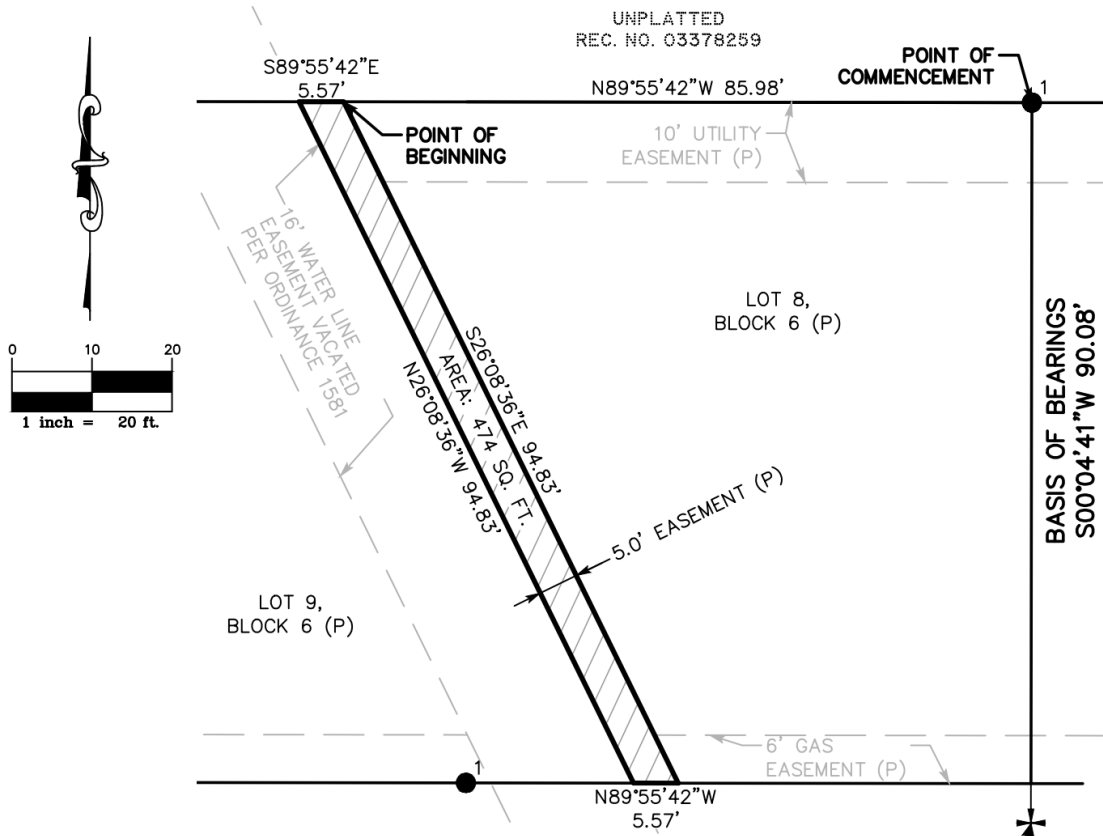
BY:DVILLACRESIS FILE:77532-ESMT.DWG DATE:8/12/2022 4:10 PM



# EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



### Legend

- (P) AS PER THE PLAT OF AMENDED PLAT OF PARKWOOD FILING NO. 2 RECORDED AT REC. NO. 00206886 DATED 01/12/1977
- 1 FOUND 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 29038"

JOB NUMBER: 21-77,532  
DRAWN BY: D. SPRINGETT  
DATE: 08-12-2022

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Land Surveying Services



655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
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BY:DVILLACRESIS FILE:77532-ESMT.DWG DATE:8/12/2022 4:11 PM

**From:** [tamar krantz](#)  
**To:** [City Council](#)  
**Subject:** Maintain our energy codes!  
**Date:** Tuesday, August 6, 2024 12:13:35 PM

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Dear City Council Members,

I am proud of our city's commitment to decarbonization.

I encourage you to maintain our robust energy codes and to consider waivers that put the burden of proof upon the applicants. As you know, buildings and construction contribute significantly to GHG emissions. With so much construction on the horizon, we need to maintain our energy codes so that we contribute as little as possible to the climate crisis. While CU is not obligated to follow our codes, it would be a reasonable ask for them to do so. This is not the time to change our requirements.

I object to the combined responses of building owners and private sector representatives with residents in the survey results. It should be obvious that the regulated community will always prefer that compliance be optional. Please listen to the residents who are concerned about public health and the future of the planet. If I were included in the survey, I would have responded that I support all of the code options.

If you must make changes to the existing code, please adopt the recommendations outlined in the Sustainability Advisory Board's memo!

Thanks for considering our planet's future!

Tamar Krantz,  
Louisville

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**From:** [John Cowley](#)  
**To:** [City Council](#)  
**Subject:** Please retain the essence of the advanced building codes  
**Date:** Tuesday, August 6, 2024 11:56:27 AM

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Dear Louisville City Council:

Please vote to retain the present, advanced building codes regarding items that reduce greenhouse-gas emissions and add charging points for electric vehicles. These generally promote electrification (reduction in natural-gas and gasoline use) as key elements in reducing emissions.

Some compromises, such as recommended in the letter from the Sustainability Advisory Board (May 15, 2024) are acceptable, and perhaps necessary to reach consensus. At a minimum, these issues deserve further discussion to weigh existential climate-emissions effects against short-term construction impacts.

The reality of our almost continuous presence of wildfire risk and smoke from U.S. and Canadian fires should make it impossible for vested interests and governmental representatives to remain in denial about the accelerating consequences of climate change.

Yes, there may be some short-term additional expenses needed to meet the present building code requirements, but the codes are in place because many millions of regional residents have recognized the urgency of taking action to cut global-warming emissions. Investing now in these building upgrades will pay off mightily within the next five to 10 years, as climate-change effects accelerate.

The City Council's role is to take the lead in educating and promoting constituents' acceptance of such necessary, but occasionally burdensome, undertakings in governance. There is no doubt that in five years' time, this will be seen as having been the smart thing to do.

Sincerely,

John Cowley  
303 Fairfield Lane  
Louisville, CO 80027

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**From:** [Tawnya Somauroo](#)  
**To:** [City Council](#)  
**Subject:** MF additional use tax relief  
**Date:** Tuesday, August 6, 2024 11:15:02 AM

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Dear Council,

Thank you so much for taking the request for amendments into account when drafting the ordinance for additional use tax relief for Marshall fire impacted property owners relating to fences, solar panels, and accessory structures. It feels really good to be heard and supported by Council.

I suspect that many more of us are about to add solar to our houses because we have discovered that we are in the preemptive power down zone when Xcel is mitigating. In addition to the 2 day outage, we experienced two power outages last week because Xcel is operating in sensitive mode with their recloser circuits due to the extreme fire danger. My own new house is NetZero, but we decided to determine our energy usage first (still working through technical problems with heat pumps!) to right-size our system. We expect to be installing solar before the winds kick up in fall. Passing this ordinance means that many families that waited to install solar for good reasons (other example: not wanting to pay 12-20% builder management fee markup) don't miss out on use tax relief.

Please vote to pass this ordinance today!

Best regards,  
Tawnya

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**From:** [Johnny Rezvani](#)  
**To:** [City Council](#)  
**Subject:** CGBG Supports retention of the City's building codes  
**Date:** Tuesday, August 6, 2024 11:12:28 AM

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Members of Louisville City Council,

As a Board member of the Colorado Green Building Guild, I would like to advocate for the retention of Louisville's building codes and recommend following the proposals of the Louisville Sustainability Advisory Board.

As you know, the Denver Regional Council of Governments (DRCOG), which includes Boulder County, was recently awarded a major EPA grant to combat climate pollution, promote sustainability, and reduce building emissions. More specifically the grant is planning for the training of more than 4,800 workers in the region to support a building electrification workforce and plan to engage 1.6 million Coloradans in the benefits of building efficiency and electrification through a public awareness campaign. Louisville's building code will be supported by the work of this grant, as well as the work of Colorado Green Building Guild and groups like ours, to ensure building codes are not only met but surpassed.

If the Council chooses to change the code, I strongly support the recommendations of the Louisville Sustainability Advisory Board, in particular:

- Retain the all-electric space and water heating requirements for alterations and additions if existing equipment is replaced or if additional heating units are installed
- Only permit natural gas backups for commercial space heating if existing natural gas space heating equipment is being retained to serve this function
- Maintain furnace efficiency standards but create a simple waiver for cases in which products meeting these standards are not readily available
- Maintain commercial door U-value standards
- Apply electric vehicle charging standards to any added parking but not to any reconfigured parking

Thank you,

**Johnny Rezvani**  
**Colorado Green Building Guild Board Past President**  
[CGBG.org](http://CGBG.org)  
Boulder, CO

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**From:** [MARK PERSICHETTI](#)  
**To:** [City Council](#)  
**Subject:** Ordinance No 1876, Series 2024, Item 10-D on your Agenda for Tonight  
**Date:** Tuesday, August 6, 2024 10:44:59 AM

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Hello Council Members,

I see that at this evening's City Council meeting, you'll be considering several amendments to our current building codes that might have the effect of diminishing our City's capabilities to reduce future greenhouse gas emissions. (Item 10-D on your Agenda: Ordinance No 1876, Series 2024)

Within the Packet for tonight's meeting, I also read that your Sustainability Advisory Board has submitted to you several suggested compromises between the current building codes and the City staff's suggested amendments. (pages 229-231 of tonight's meeting packet) In particular, LSAB has made the following recommendations:

- Retain the all-electric space and water-heating requirements for alterations and additions if existing equipment is replaced or if additional heating units are installed.
- Only permit natural-gas backups for commercial space heating if existing natural gas space heating equipment is being retained to serve this function.
- Maintain furnace efficiency standards but create a simple waiver for cases in which products meeting these standards are not readily available.
- Maintain commercial door U-value standards but create a simple waiver for cases in which products meeting these standards are not readily available.
- Apply electric vehicle charging standards to any added parking but not to any reconfigured parking.

I fully endorse those proposed compromises offered by LSAB. I believe their adoption would not reduce or constrict the current building codes' abilities to reduce future greenhouse-gas emissions.

I agree with LSAB's belief that future state/regional legislation will most likely mandate electrification retro-fits of existing residential and commercial buildings, whenever they're remodeled. Within our City, by electrifying their buildings during construction, remodels, or structural additions, our building owners will likely bear overall lower costs in the long term.

And I fully support LSAB's closing statements: 1) that if the City can offer any assistance to meet, or incentives to exceed the current building codes, LSAB will be most supportive of such efforts. And 2) LSAB's recommendation to City staff, that the City provide incentives for commercial and residential energy efficiency and electrification upgrades in the City's next biennial budget.

My thanks for your favorable consideration of my comments here!

Mark Persichetti  
Member of LSAB, 2004-2021  
1402 Taft Place, Louisville

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**From:** [Tess Weltzin](#)  
**To:** [City Council](#)  
**Subject:** Building Codes and Climate Goals for Louisville  
**Date:** Tuesday, August 6, 2024 1:08:26 PM

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Dear Louisville City Councillors,

This Tuesday evening you are scheduled to consider amendments to the City's building code under agenda item 10D. I truly hope that you make the decision to retain our building codes. Being faced with decisions like these is hard, but I hope that you think of the long lasting impacts for the environment and future. The air quality in Colorado has been so terrible due to the fires. It is only going to get worse. We don't have the funds, energy, or plans to keep trying to fix these climate disasters after they have started, and ruined acres of land, our air, and the area we call home. We need to be making huge measures to combat our carbon emissions, or in all truth, Colorado will go up in flames. Please retain the building codes. Thank you.

Best,  
Tess Weltzin

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**From:** [Cathern H Smith](#)  
**To:** [City Council](#)  
**Subject:** Recommendations for Amending LMC re 2021 International Energy Conservation Code (Item 10D)  
**Date:** Tuesday, August 6, 2024 1:02:48 PM

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Dear Mayor Ley and Members of City Council:

To reduce the impacts of climate change and to demonstrate to younger members of the community that you are not just passing the buck, please adopt the following compromises suggested by Louisville's Sustainable Advisory Board (SAB) and me:

- 1. Retain the all-electric space and water heating requirements for alterations and additions when existing equipment is replaced or if additional heating units are installed.**

Before deciding, please ask Staff for data on the impact of greenhouse gas emissions under the Staff and SAB alternatives. My understanding is that the rate of new construction is so low that to have a meaningful impact upon the City's greenhouse gas emissions the Code must apply to alterations and additions.

- 2. Only permit natural gas backups for commercial space heating if existing natural gas space heating equipment is being retained to serve this function.**

A reminder that natural gas heating equipment does not function without electricity, making natural gas unable to serve as a backup when the electricity goes out. Also, buildings insulated to high R values will be remarkably temperature stable during the few, brief cold snaps we have.

- 3. Maintain furnace efficiency standards and create a simple waiver for cases in which products meeting these standards are not readily available.**

A word search on "furnace efficiency standards" in the appropriate segment of the packet does not turn up any data. Before reducing the standard, please ask for data.

- 4. Maintain commercial door U-value standards and create a simple waiver for cases in which products meeting these standards are not readily available.**

Word searches on "commercial door" and "commercial door U-value" in the appropriate segment of the packet do not turn up any data. Before reducing the standard, please ask for data.

- 5. Apply electric vehicle (EV) charging standards to any added parking.**

Here my recommendation varies slightly from the SAB's. Please consider qualitative criteria. For example, parking lots of a certain size - or - parking lots where people are expected to be parked for longer periods of time (e.g., lots near playing fields, lots used by RTD's patrons and lots for substantial shopping centers with multiple community services such as churches, grocery stores, and banks.) Another example of qualitative criteria is to address range insecurity by requiring lots near major arteries to have EV charging stations.

Thanks for the opportunity to comment on this significant proposed change to portions of the City Code addressing greenhouse gases and climate change.

Cathern Smith  
Ward III

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**From:** [Lisa Hughes](#)  
**To:** [City Council](#)  
**Subject:** Please pass use tax rebate ordinance for fences etc  
**Date:** Tuesday, August 6, 2024 2:59:41 PM

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Hi Council,  
Please pass this ordinance for fences, solar panels, etc.

Thanks  
Lisa Hughes

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