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TheVillage@GreenwoodVillage.com at least one business day prior to the meeting.



Monday, April 6, 2026

6:00 PM

Community Room

STUDY SESSION - 6:00 PM

- A. Update on Centennial Airport and Discussion of the Ongoing Part 150 Study (Derek Stertz - Planning Manager and Centennial Airport Leadership Staff) (2026-46)
- B. Update Regarding Fiddler's Green Amphitheatre Concert Season (David Oliver - Deputy Police Chief, John Jackson - City Manager) (2026-84)
- C. Discussion Regarding Proposed Town Center Zoning Changes (Tonya Haas Davidson - City Attorney) (2026-85)

File # 2026-46

Agenda
Date: 4/6/2026

Update on Centennial Airport and Discussion of the Ongoing Part 150 Study (Derek Stertz - Planning Manager and Centennial Airport Leadership Staff)

To: Honorable Mayor and City Council
Through: John Jackson, City Manager
Shawn Cordsen, Deputy City Manager
Derek Holcomb, Community Development Director
From: Derek A. Stertz, Planning Manager

Executive Summary:

Centennial Airport is continuing the Part 150 Noise Study to evaluate and update the Airport's Noise Exposure Maps (NEMs). Centennial Airport is planning to present an update to City Council on April 6th based on current and forecasted conditions associated with noise generated by aircraft, with the goal of developing a program that minimizes or mitigates aircraft noise impacts on surrounding communities and land uses.

Recommendation:

Staff has no recommendation regarding this item. The adoption of new language and/or geographic boundaries is at the discretion of the City Council.

Attachments:

Exhibit 1. Updated AIA Requirement Language
Exhibit 2. AIA Map with Greenwood Village Boundary

Discussion

Centennial Airport has proposed a new Airport Influence Area (AIA) with heightened development standards designed to mitigate potential noise impacts on surrounding land uses (see Exhibit 1: Updated AIA Requirement Language).

Centennial Airport is requesting that the City Council adopt the new AIA geographic boundary, which includes portions of the City (see Exhibit 2: AIA Map with Greenwood Village Boundary).

The City of Greenwood Village has not previously adopted the AIA boundary or associated language within its municipal code.

If adopted, the following provisions would apply to affected areas within the City:

- **Airport Influence Area (AIA)** – Refer all plats and development plans to Arapahoe County Public Airport Authority (ACPAA) for review. Comply with FAR Part 77. Require Avigation Easement by landowner and Public Disclosure to prospective buyers and tenants. Residential and other noise

sensitive development requires a 7-day noise test and development is prohibited in areas at 65 DNL and above.

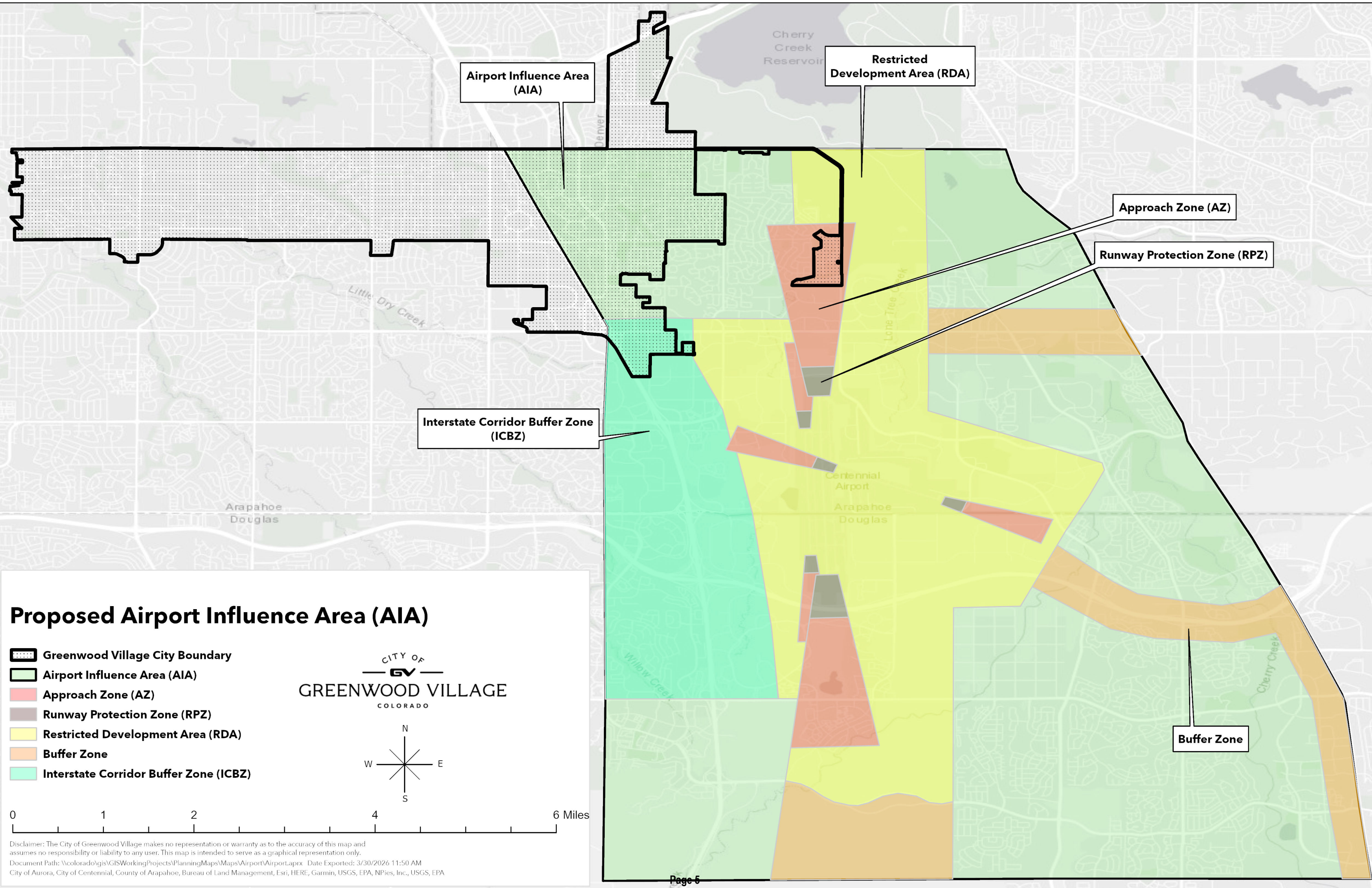
- **Approach Zone (AZ)** – Prohibit new residential and other noise-sensitive development. Building height must comply with FAR Part 77 surface criteria, existing or future, whichever is more restrictive.
- **Interstate Corridor Buffer Zone (IC BZ)** – Recommend no new residential or other noise sensitive development, other than multifamily with sound attenuation required for construction to achieve an expected interior noise level of 45 dB or less. Governmental entity with zoning and building permit authority to develop specific restrictions. It is recommended that the construction plans and specifications for any structures requiring such attenuation be stamped and signed by a licensed architect or engineer certifying that the construction techniques and materials will achieve the required noise reduction

Next Steps:

If agreeable to the Airport's proposed AIA language, the next step would be to put this forward for adoption by the City Council.

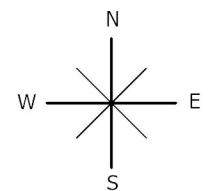
Proposed Airport Influence Area Language Updates

- Arapahoe County Public Airport Authority be referred on all plats and developments plans for review of any project in the following areas:
- **Airport Influence Area (AIA)** – Refer all plats and development plans to ACPAA for review. Comply with FAR Part 77. Require Avigation Easement by landowner and Public Disclosure to prospective buyers and tenants. Residential and other noise sensitive development requires a 7-day noise test and development is prohibited in areas at 65 DNL and above.
- **Approach Zone (AZ)** – Prohibit new residential and other noise-sensitive development. Building height must comply with FAR Part 77 surface criteria, existing or future, whichever is more restrictive.
- **Interstate Corridor Buffer Zone (IC BZ)** – Recommend no new residential or other noise sensitive development, other than multifamily with sound attenuation required for construction to achieve an expected interior noise level of 45 dB or less. Governmental entity with zoning and building permit authority to develop specific restrictions. It is recommended that the construction plans and specifications for any structures requiring such attenuation be stamped and signed by a licensed architect or engineer certifying that the construction techniques and materials will achieve the required noise reduction.



Proposed Airport Influence Area (AIA)

- Greenwood Village City Boundary
- Airport Influence Area (AIA)
- Approach Zone (AZ)
- Runway Protection Zone (RPZ)
- Restricted Development Area (RDA)
- Buffer Zone
- Interstate Corridor Buffer Zone (ICBZ)



Disclaimer: The City of Greenwood Village makes no representation or warranty as to the accuracy of this map and assumes no responsibility or liability to any user. This map is intended to serve as a graphical representation only.
Document Path: \\colorado\gis\GISWorkingProjects\PlanningMaps\Maps\Airport\Airport.aprx Date Exported: 3/30/2026 11:50 AM
City of Aurora, City of Centennial, County of Arapahoe, Bureau of Land Management, Esri, HERE, Garmin, USGS, EPA, NPies, Inc., USGS, EPA

File # 2026-84

Agenda Date: 4/6/2026

Update Regarding Fiddler's Green Amphitheatre Concert Season (David Oliver - Deputy Police Chief, John Jackson - City Manager)

To: Honorable Mayor and City Council
Through: Shawn Cordsen, Deputy City Manager
From: David Oliver, Deputy Police Chief

Executive Summary:

Each year, the Fiddler's Green Amphitheater, AKA The Museum of Outdoor Arts Inc, in partnership with AEG Presents, hosts a number of live outdoor musical concerts across various genres throughout the warmer months of the year. As per an Annexation Agreement dated September 26th, 2006, the City of Greenwood Village Police Department is responsible for providing traffic control and police protection for concert-goers and the public in and around the venue for each event. An update will be provided on the 2026 concert season, including projections and thoughts on the overall approach to Public Safety.

A secondary topic will be presented on what has been done with the results of the sound study completed toward the end of the 2025 concert season. A brief overview of the past study will be provided, followed by a projected expansion of the study for the entire 2026 concert season. This expansion will focus on measuring sound, specifically, but not exclusively, the low-level bass that vibrates well beyond the venue walls.

Recommendation:

Staff recommends that the Police Department continue to work with the City Manager's Office to conduct further study of c-weighted (bass) sound waves emitted from the Fiddler's Green Amphitheater and their potential impact on the community.

Attachments:

1. Fiddler's IGA
2. Wave_3411_Execsummary_20250903
3. Varney Fiddlers update 2026
4. Assignments map template

Discussion

The City of Greenwood Village entered into an Annexation Agreement with The Museum of Outdoor Arts (Fiddler's Green Amphitheater or FGA) in September 2006. As part of that agreement, the City provides police services for traffic control and public safety in and around the property during concerts. The concerts consist of a wide variety of musical genres and can draw crowds up to approximately 18,000 people. The concerts are currently promoted by AEG Presents who contracts with the police department to provide police officers, supervisors and dispatchers for police services. Each concert is rated by AEG based on the anticipated crowd size and activity level of the crowd. They are categorized with the designators of "A", "B" or "C" level crowds, with A being the most active and therefore requiring the most resources to manage the event safely. Over years of experience, the police department has built a strategic operation and deployment plan intended to maximize public safety and minimize the impact on traffic in the area. Depending on the level of the concert, we will staff the event anywhere from 17 to 22 police employees at pre-determined posts for both inside and outside the venue. The City provides officers assigned to outside traffic control posts and receives reimbursement from AEG for officers posted to interior positions. In order to maintain adequate staffing for officers on patrol and to minimize officer burnout, the police department has established an MOU through the City Attorney's office with several partner agencies, subject to annual approval, to provide officers from their

agencies in support of these events. Currently, we partner with the Arapahoe County Sheriff's Office, Englewood Police Department, Cherry Hills Village Police Department, Castle Rock Police Department and the Lone Tree Police Department. In 2026, there are currently 23 concerts confirmed, with the possibility of one additional that is not yet confirmed. The first show of 2026 is scheduled for April 17th and 18th, with the last confirmed show scheduled for September 27th.

Traffic Control:

As part of our efforts to minimize the impact on traffic flow in the area, we partner with the Public Works department, who have engineered special traffic signal "flush" patterns which are activated at the conclusion of each concert. These flush patterns temporarily modify the light cycle at several key intersections around the venue so as to expedite the large amount of traffic leaving the area. Additionally, officers deploy a number of lane closures and special traffic patterns to work in concert with the traffic signal flush to further our efforts to efficiently move traffic in and out of the impacted area.

Criminal and Municipal Enforcement:

The police department is responsible for the enforcement of all criminal and municipal violations, including the noise ordinance, associated with the concerts. However, we work closely with AEG-contracted security personnel on matters that do not rise to a criminal act. In most cases, incidents are resolved through non-enforcement means such as ejections from the venue. In 2025, for example, the police department made zero (0) arrests, issued zero (0) summons' and fielded 51 noise complaints. For noise complaints related to concerts, callers are routed to a voicemail box that is later reviewed by a Commander. We make an effort to contact each caller in the days following each event to hear the concerns and to discuss the ordinance related to noise. Additionally, we review the results of the certified sound meter as reported to us after each event by AEG to ensure compliance with the ordinance limiting maximum decibels to 110 dBA. There were no violations recorded by AEG's sound meter in 2025.

2025 Recap:

In 2025, FGA hosted 27 concerts accommodating 215,679 attendees, with an average of 7,988 per show. The concert with the lowest attended crowd drew 1,801 guests with the largest drawing 16,256. In May, at the direction of City Council, the police department contracted with Wave Engineering to conduct an acoustic sound study during four (4) concerts of varying musical types. The purpose was to measure the various sound waves and maximum volume emitted within the venue and into the community. One concert was studied in June, one in July and two in August, covering genres including Country, Rock, Alternative and Electronic Dance Music (EDM). The consultant concluded that none of the four concerts studied exceeded the allowable decibel level of 110 dBA, with the highest recorded reading at 108.6 dBA measured during a country music concert. The consultant also noted that during the EDM concert, significant levels of low frequency, c-weighted bass sound energy (dBC) were recorded. However, bass sound energy (dBC) is not addressed in the Annexation Agreement or the Ordinance. Following the 2025 concert season, the police department held three (3) separate meetings with AEG and FGA management to discuss concerns over the high level of c-weighted bass sound waves, once in November 2025, January 2026 and February 2026. Following the third meeting in February, it was agreed that the topic should be escalated to the executive level for further discussion.

Next Steps with Sound Measurement:

A secondary topic will be presented on what has been done with the results of the sound study completed toward the end of the 2025 concert season. A brief overview of the past study will be provided, followed by a projected expansion of the study for the entire 2026 concert season. This expansion will focus on measuring sound, specifically, but not exclusively, the low-level base that vibrates well beyond the venue walls.

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of September, 2006, by and between the MUSEUM OF OUTDOOR ARTS, INC., a nonprofit corporation with a legal address of 1000 Englewood Pkwy, Englewood, CO 80110 ("Petitioner"); and the CITY OF GREENWOOD VILLAGE, COLORADO, a Colorado home rule municipality with a legal address of 6060 South Quebec Street, Greenwood Village, Colorado (the "City").

WITNESSETH:

WHEREAS, a petition has been filed with the City, pursuant to C.R.S. § 31-12-107(1), for annexation of the unincorporated lands more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), to the City;

WHEREAS, Petitioner is the owner of one hundred percent (100%) of the Property, except the public right-of-way;

WHEREAS, Petitioner desires to have the Property annexed into the City in order to obtain from the City such municipal services as the City may now or in the future extend, including, but not limited to, those described herein; and

WHEREAS, the City Council has determined that it is in the best interest of the City to annex the Property, to provide municipal services thereto, and to receive revenues from the Property upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto to be kept and performed by each of them, the parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Petitioner upon annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements contained in City ordinances, as currently in effect, or as hereinafter amended, and any and all applicable state statutes.

3. Zoning.

a. At or about the same time as adoption of the ordinance annexing the Property to the City, the Property shall be zoned by the City Council. Should Petitioner disagree with the zoning chosen by the City Council, Petitioner may unilaterally and immediately terminate this agreement and withdraw its Annexation Petition at no cost to Petitioner, and any fees paid by Petitioner to the City shall be reimbursed. The parties

anticipate that the Property will be included in the City's Town Center District governed by Chapter 15.38 of the Greenwood Village Code.

b. Upon annexation of the Property, all uses of the Property which are legal under Arapahoe County's zoning regulations at the time of annexation shall be considered by the City to be legal nonconforming uses under the City's zoning regulations.

4. Street Closures. All street closures for events occurring on the Property shall be conducted pursuant to Greenwood Village Permit #2004-54, which was issued by the City's Engineering Department on January 28, 2004, unless and until such Permit is modified by the City. The City agrees to notify Petitioner, in writing, at least thirty (30) days prior to any such modification. The City will not unreasonably withhold or delay specific street closure permits, and any modifications to the existing permit will, to the extent consistent with reasonable traffic flow and public safety as determined by the City on a case specific basis, accommodate the use of the Property for amphitheatre purposes.

5. Year-round Use. The City acknowledges that no current City ordinance or regulation prohibits year-round use of the Amphitheatre Property.

6. Taxes. The City recognizes that Petitioner currently organized as a nonprofit corporation under 26 U.S.C. § 501(c)(3). If Petitioner applies for a charitable organization license under Section 3.08.100 of the Greenwood Village Code and qualifies for such a license, Petitioner shall be entitled to claim the applicable exemptions set forth in Section 3.08.100. Nothing in this Section shall be construed to expand the exemptions currently set forth in Chapter 3.08 of the Greenwood Village Code, or to exempt Petitioner from the payment of taxes on sales to non-exempt third parties.

7. City Ordinances, Regulations, Codes, Policies and Procedures. Except as expressly provided herein, all City ordinances, regulations, codes, policies and procedures shall be applicable to the use and development of the Property, provided, however, that the City shall not impose or enact any additional conditions, exactions, dedications, taxes, assessments, fees, seat tax, regulations or the exercise of the police power or the taxing power related solely to the Property or the use of the Property as contemplated by the zoning. Nothing herein contained shall, however, be deemed to limit or restrict the City's power to legislate or regulate, or to impose taxes or fees, of general applicability to similarly situated persons or properties.

8. Noise. The Property currently operates under negotiated noise restrictions monitored and enforced by Arapahoe County. The City will submit for Council approval, prior to adoption of the ordinance annexing the Property to the City, an amendment to its noise control ordinance, Chapter 8.24 of the Greenwood Village Code, that will effectively allow the Property to continue to operate under noise parameters no less restrictive than those currently applicable. However, the City will include specific amphitheatre references and wording in its noise control and curfew for minors ordinance that allow for both a maximum of 110 decibels at the mix and a 10:45 pm weekday and 11:15 pm weekend and holiday (weekdays, Monday through Thursday, weekends, Friday through Sunday) amphitheatre music curfew). Should the City Council fail to enact such an amendment to its noise control ordinance prior to the adoption of the annexation

ordinance, Petitioner may withdraw its annexation petition, and the City shall refund any annexation fees paid by Petitioner.

9. Police. Following annexation of the Property, the City will provide all police personnel the city reasonably deems necessary for traffic control and police protection in the vicinity of the Property. Internal and external event security will continue to be provided as it is at the time of this Agreement by the Lessee of the Property. Police/Security costs will not increase more than the annual CPI index and/or will be consistent/comparable with standard police/security rates in the Denver Metro area.

10. Ticket Re-Sales. The City will submit for Council approval, prior to the adoption of the ordinance annexing the property to the City, an ordinance prohibiting the resale of concert/event tickets within the City limits except by City licensed resellers, and prohibiting such re-sales entirely within one (1) mile of the Property. Should the City Council fail to adopt such ordinance in a form acceptable to Petitioner, Petitioner may unilaterally and immediately terminate this agreement and withdraw its Annexation Petition at no cost to Petitioner, and any fees paid by Petitioner shall be reimbursed.

11. Public Improvements. The City has no obligation to construct or finance any public improvements under this Agreement for the benefit of the Property.

12. Recordation. This Agreement, when executed, may be recorded with the Clerk and Recorder of Arapahoe County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

13. Directional Signage. The City will provide directional signage) major streets and Interstate exits) within the City limits directing traffic to and from the amphitheatre.

14. Assignment. Any and all of the rights of Petitioner hereunder may be assigned by Petitioner to any person or entity. The duties and obligations of Petitioner may be assigned to any person or entity that is financially responsible. The financial responsibility of such assignee shall be subject to the approval of the City, which approval shall not be unreasonably withheld or delayed. Upon such approval, the City shall provide Petitioner with written acknowledgment of such approval. In such event, the assignee shall assume all of the duties and obligations of Petitioner hereunder as to the portion of the Property so assigned, and Petitioner shall be relieved from all further liabilities, duties and obligations as to the portion of the Property so assigned.

15. Cure of Legal Defects. In the event the annexation or zoning of the Property or any portion of this Agreement is declared void or unenforceable by final court action, the City and Petitioner shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, the City shall recommence proceedings to annex the Property, subject to the terms of this Agreement.

16. Exclusive Remedy. The sole and exclusive remedy of Petitioner against the City for any breach of this Agreement shall be limited to filing a petition for disconnection with the City Council. Upon receipt of a valid petition for disconnection under this Section, the City

Council hereby agrees to grant such petition and to disconnect the Property from the City in accordance with applicable law.

17. Effective Date. This Agreement shall be effective and binding upon the parties sixty (60) days after the effective date of an ordinance annexing and zoning the Property.

18. Authority of the City. Nothing in this Agreement shall constitute a waiver or abrogation of the City's legislative, governmental or police powers to promote and protect the health, safety and general welfare of the City or its inhabitants; nor shall this Agreement prohibit the enactment by the City of any tax or fee that is of uniform or general application.

19. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the parties shall cooperate to cure any such defect.

20. Governing Law and Venue. Colorado law shall govern the validity, performance and enforcement of this Agreement. Should any party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Arapahoe County, Colorado.

21. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the City: City of Greenwood Village
 6060 S. Quebec Street
 Greenwood Village, Colorado 80111

Copy to: Kendra L. Carberry, Esq.
 Hayes, Phillips, Hoffmann & Carberry, P.C.
 1350 17th Street, Suite 450
 Denver, Colorado 80202

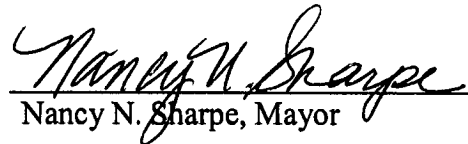
To Petitioner: Museum of Outdoor Arts, Inc.

Copy to:

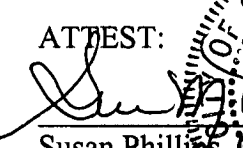
22. Entire Agreement. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

23. Modification. This Agreement may be modified only by written agreement between Petitioner and the City acting pursuant to authorization of the City Council.

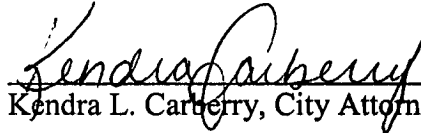
CITY OF GREENWOOD VILLAGE


Nancy N. Sharpe, Mayor

ATTEST:


Susan Phillips, City Clerk

APPROVED AS TO FORM


Kendra L. Carberry, City Attorney

PETITIONER:

MUSEUM OF OUTDOOR ARTS, INC.

By:

[Signature]

President ; Exec. Director

STATE OF COLORADO)

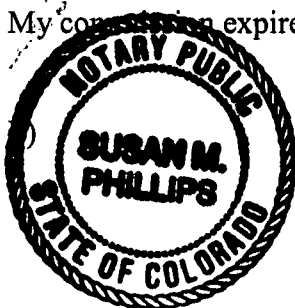
COUNTY OF Arapahoe)

ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of September, 2006, by Cynthia Maddenteitner, as President ; Exec. Director of Museum of Outdoor Arts, Inc.

My commission expires:

(SEAL)



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Tract "A" and Tract "B", Greenwood Plaza South Filing No. 3, A part of Section 21, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado being more particularly described as follows:

Beginning at the northeast corner of said Lot 1, Block 1, Greenwood Plaza South Filing No. 3; thence along the easterly line of said Lot 1, being also said boundary line of the City of Greenwood Village, the following nine (9) courses:

1. S00°25'59"E, a distance of 72.46 feet;
2. S89°34'01"W, a distance of 35.00 feet;
3. S34°34'01"W, a distance of 252.00 feet to a non-tangent point of curvature;
4. along the arc of a curve to the right, having a central angle of 65°38'50" a radius of 240.00 feet, an arc length of 274.98 feet and the chord of which bears S46°26'52"E, a distance of 260.19 feet to a non-tangent point;
5. S00°10'39"E, a distance of 306.49 feet to a non-tangent point of curvature;
6. along the arc of a curve to the right, having a central angle of 66°38'14" a radius of 240.00 feet, an arc length of 279.13 feet and the chord of which bears S46°03'25"W a distance of 263.66 feet to a non-tangent point;
7. S35°24'50"E, a distance of 252.00 feet;
8. N89°35'10"E, a distance of 35.00 feet;
9. S00°24'50"E, a distance of 72.46 feet to the southeast corner of said Lot 1

thence along the southerly line of said Lot 1, being also said boundary line of the City of Greenwood Village, the following four (4) courses:

1. S89°35'10"W, being also along the northerly right-of-way line of South Fiddler's Green Circle (also known as East Peakview Avenue), a distance of 73.34 feet;
2. N00°24'50"W, a distance of 28.28 feet;
3. N45°17'54"W, a distance of 487.17 feet;
4. S89°49'03"W, a distance of 80.52 feet to the southwest corner of said Lot 1 and a point on the easterly right-of-way line of Greenwood Plaza Boulevard;

thence N00°10'57"W, along the westerly line of said Lot 1 and along the westerly line of said Tracts "A" and "B", Greenwood Plaza South Filing No. 3, being also said easterly right-of-way line, being also said boundary line of the City of Greenwood Village, a distance of 827.70 feet to a point of curvature; thence along the arc of a curve to the right, along said westerly line of Tract "B" and along said easterly right-of-way line as it intersects the southerly right-of-way line of said South Fiddler's Green Circle (also known as East Caley Avenue), being also said boundary line of the City of Greenwood Village, having a central angle of 89°44'58", a radius of 25.00 feet, an arc length of 39.16 feet and the chord of which bears N44°41'32"E, a distance of 35.28 feet to a point on the northerly line of said Tract "B", being also said southerly right-of-way line; thence N89°34'01"E, along the northerly line of said Tract "B", said Tract "A" and; said Lot 1,

Block 1, Greenwood Plaza South Filing No. 3, being also said southerly right-of-way line and - said boundary line of the City of Greenwood Village, a distance of 474.37 feet to the Point of Beginning.

Fiddler's Green Sound Level Measurements

Executive Summary

Wave #3411

Prepared for:

Commander Joe Gutgsell
Special Operations
Greenwood Village Police Department
6060 S Quebec Street
Greenwood Village, CO 80111

Prepared by:

Nathaniel Flanagin
Acoustical Consultant

Jeff Kwoikoski, P.E., INCE Bd. Cert
Senior Acoustical Engineer

September 3, 2025



1100 W. Littleton Blvd. #420
Littleton, CO 80120
720-446-WAVE (9283)
www.WaveEngineering.US

September 3, 2025

Fiddler's Green Sound Level Measurements

Executive Summary

Wave Engineering measured the sound levels from the Fiddler's Green Amphitheater during four separate concerts from June through August 2025. The concerts and their measured maximum sound levels at the Mix position were:

- Old Dominion on June 21, 2025, Measured LAF_{MAX} at Mix: 108.6 dBA
- AJR on July 24, 2025, Measured LAF_{MAX} at Mix: 106.9 dBA
- Excision on August 1, 2025, Measured LAF_{MAX} at Mix: 106.5 dBA
- Falling in Reverse on August 10, 2025, Measured LAF_{MAX} at Mix: 107.6 dBA

The concerts covered various genres of music including Country, Alternative, Electronic Dance Music (EDM), and Rock.

For the Old Dominion concert, sound levels were measured at four stationary locations. For the other three concerts, sound levels were measured at five stationary locations. A handheld meter was used to spot check sound levels in neighborhoods around the venue where complaints have been received.

Sound levels were measured at the following stationary measurement locations:

- Fiddler's Green Back Fence - only used for AJR, Excision, and Falling in Reverse
- Fiddler's Green Mix Area – all Concerts
- 5535 South Berry Lane Residence – all Concerts
- AMG National Trust Upper Patio – all Concerts
- CoBank - AJR, Excision, and Falling in Reverse
- Spectrum Plaza Parking Deck – Old Dominion only

Supplementary handheld measurements were taken during each concert in residential neighborhoods to the west, southwest, and northeast.

Each sound meter measured a continuous series of one-minute intervals and also recorded a continuous time history of one-second periods. Audio files were recorded for the entire concert.

Executive Summary

September 3, 2025

Page 2

All sound level meters recorded the following metrics:

A-weighted and C-weighted equivalent sound level (L_{EQ})

Maximum A-weighted and C-weighted sound levels

Minimum A-weighted and C-weighted sound levels

L1, L10, L50, L90, L99 L_N percentile levels

We understand that the Greenwood Village City Council requested information on Fiddler's Green concert sound levels both inside and outside the venue, and that Greenwood Village residents have complained about the sound levels from concerts. The Greenwood Village Municipal Code requires that the sound levels measured at the Fiddler's Green Mix Area not exceed 110 decibels. There are also requirements for when concerts must end each night.

The measured maximum sound level data show that all four concerts were below the 110 decibel level limit at the Fiddler's Green Mix Area. The maximum sound levels measured for each concert are provided above. The sound levels were much lower outside the venue and were lower at the Fiddler's Green back fence, but music was audible around the venue and in neighborhoods at distances of 1.5 miles or more from the venue at times.

Whether or not a concert is audible in a neighborhood depends on factors such as the type of music, the level of local background noise, and on the weather and atmospheric conditions (particularly wind direction). Residents are much more likely to hear concerts when downwind from the venue. Music can be clearly audible at a given location for one event, and then completely inaudible at the same location on a different night. It is known that sound travels further under temperature inversions as well, but their presence is not easy to verify and we did not attempt to do so for the purposes of this report. Inversions are more common in the winter.

EDM music is known for high levels of bass sound energy, and our measurements of the EDM concert on August 1, 2025, showed this to be true. While overall A-weighted decibel levels were not significantly higher than the other concerts, the low frequency bass sound was significantly louder. The low frequency sound also tends to travel further outdoors than mid and high frequency sounds.



1100 W. Littleton Blvd. #420
Littleton, CO 80120
720-446-WAVE (9283)
www.WaveEngineering.US



Memorandum

DATE: February 17, 2026

TO: City Manager John Jackson

FROM: Chief of Police Dustin Varney

SUBJECT: Fiddlers Green Sound Study Update

DocuSigned by:



Signed by:

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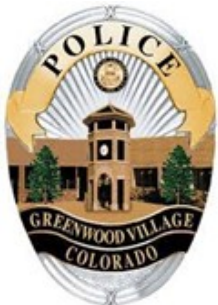
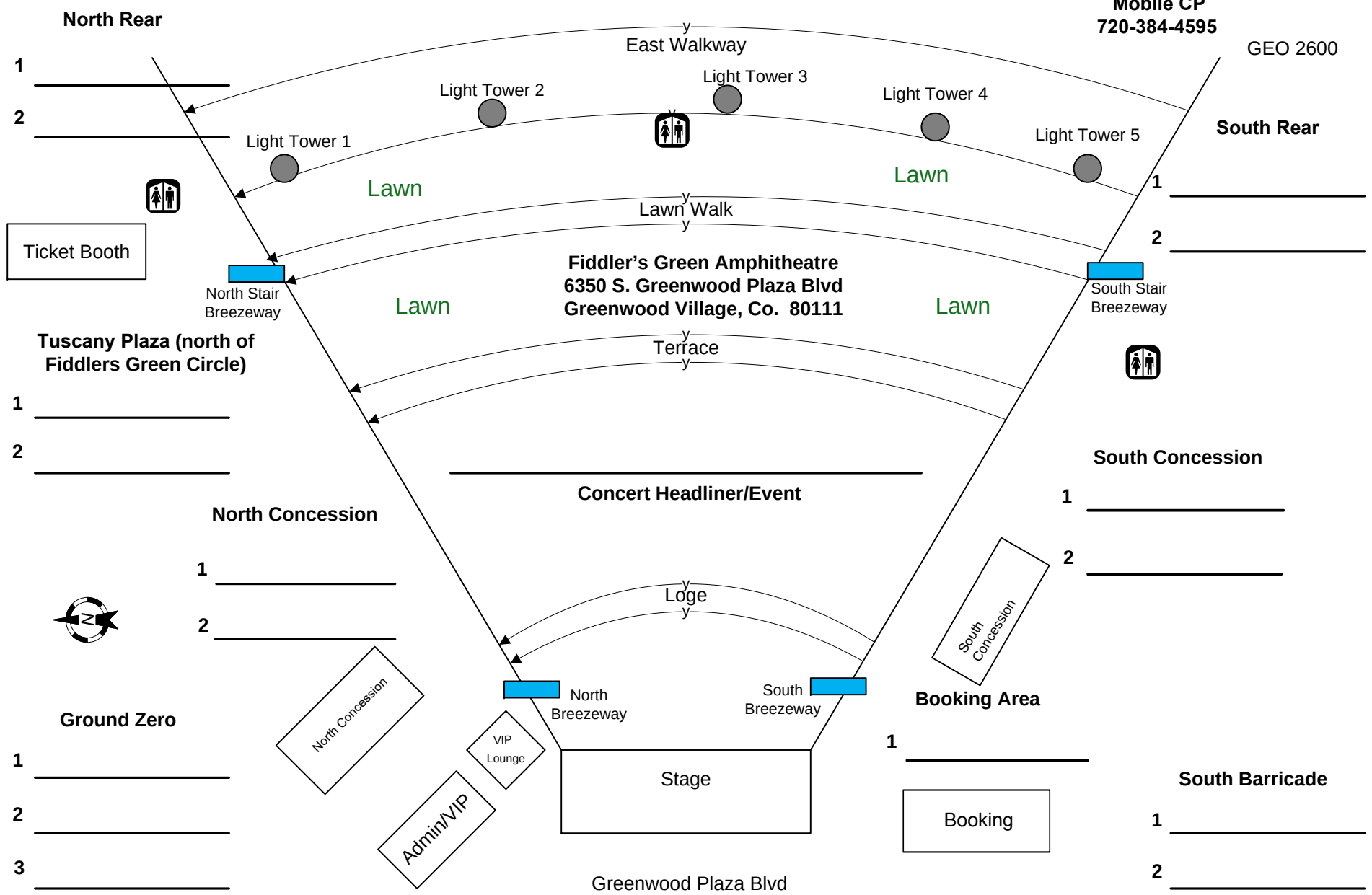
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Upon conclusion of staff presenting to the city council in September of 2025 on the Fiddlers Green Sound Study results, you directed staff to follow up with management at Fiddlers to have further discussions on what they are willing and prepared to do with curbing the “c” weight (base levels) come the 2026 concert season.

As directed, we met in person with Fiddlers' management in November of 2025. At this meeting, they stated they would need to meet with others on their management teams and get back to us with any potential solutions before committing. In January 2026, we again met virtually with the Fiddlers' management, and the Fiddlers' team expressed reservations about developing any plans to proceed. At this time, GV staff suggested that their team review the sound study again and consider purchasing a device to monitor the base “c” weight at concerts. Before the meeting concluded, Fiddlers' management stated they would schedule another meeting with us after further discussion on their end and vetting of potential ideas.

On February 17, 2026, staff met virtually with Fiddlers' management, and they communicated that they are collaborative partners with Greenwood Village but believe the topic of measuring and managing base levels and setting those to what standard requires more time to be researched. In addition, the Fiddlers' management staff noted an unintended cost associated with further research and asked who should cover the cost of the service or equipment. Fiddlers' management also stated that they have complied with the annexation agreement. Fiddlers' management staff expressed some concern about being forced into something other than what is outlined in the agreement.

The meeting concluded with a recommendation to escalate the topic to the executive level before proceeding any further. Fiddler's management expressed that Cynthia Madden is willing and ready to meet with the city manager on this matter.



Rove _____
Rove _____
Dispatch _____

Concert Commander _____
Inside Supervisor _____
Outside Supervisor _____

Memorandum

Date: April 6, 2026
To: City Council
From: Tonya Haas Davidson, City Attorney
Subject: Town Center Zoning Changes

Summary:

The Town Center (TC) Zone District was adopted in the early 1970s and amended in the 1980s after years of litigation between the developers of the Denver Tech Center and the city. The original ordinance and iterations thereafter provided that open space, building ground coverage and parking lot coverage ratios could be met on a gross total Town Center District acreage basis, meaning a developed lot could have very little open space, no setbacks, a lot of building ground coverage, and a lot of parking so long as the District as a whole maintained 30% open space and no more than 40% building floor area coverage or parking coverage.

After the Settlement Agreement with the DTC expired in 2011, the City Council amended the Master Development Plan, requiring redevelopment and new development to meet open space, gross floor area and parking criteria on a parcel-by-parcel basis, as is required in every other zone district. The Land Development Code, however, still states that the minimum 30% open space, maximum 40% building ground coverage and maximum 40% parking area coverage need only be met across the entire gross acreage of the Town Center Zone District.

The attached draft ordinance changes the Town Center development criteria to match the DTC Master Development Plan and criteria for zone districts in the rest of the Land Development Code.

Background:

Currently, the Greenwood Village Municipal Code provides as follows for Town Center District zoning:

Sec. 16-19-50. - Open space.

(a) A minimum of thirty percent (30%) of the gross land area shall be open space.

(b) For the purposes of this Article, open space is the gross land area which is not devoted to building, parking structures, paved streets and parking area improvements, but includes such areas as pedestrian ways, courtyards and other landscaped exterior space other than medians, islands and peninsulas, whether public or private.

Sec. 16-19-60. - Development standards.

(a) Building ground coverage shall not exceed forty percent (40%) of the gross acreage in the TC District.

(b) Surface parking and the surface area of structure parking within the TC District shall not exceed forty percent (40%) of the gross acreage in the TC District. Parking spaces shall be provided in quantities sufficient to contain all parking within the TC District boundaries without surface use of public streets.

(c) The NFA shall not exceed three (3) times the maximum building ground coverage.

(d) Lighting shall be designed and located so as not to produce excess glare or illumination beyond the exterior boundary of the TC District.

(e) Commercial vehicle (over twenty-six thousand [26,000] pounds GVW) deliveries shall be restricted to the hours of 7:00 a.m. and 7:00 p.m.

Sec. 16-19-70. Setbacks.

All structures shall be set back at least twenty-five (25) feet from the exterior boundary of the TC District.

In order to be consistent with other zone districts as well as the amended DTC Master Development Plan, Ordinance No. 5, Series of 2026 changes the Town Center provisions in the Land Development Code to read as follows:

Sec. 16-19-50. - Open space.

(a) A minimum of thirty percent (30%) of the ~~gross land area~~ **parcel** shall be open space.

(b) For the purposes of this Article, open space is the ~~gross land~~ area which is not devoted to building, parking structures, paved streets and parking area improvements, but includes such areas as pedestrian ways, courtyards and other landscaped exterior space other than medians, islands and peninsulas, whether public or private.

Sec. 16-19-60. - Development standards.

(a) Building ground coverage shall not exceed forty percent (40%) of the gross **parcel area** ~~acreage in the TC District~~.

(b) Surface parking and the surface area of structure parking within ~~the TC District~~ **a parcel** shall not exceed forty percent (40%) of the gross **area of the parcel** ~~acreage in the TC District~~. Parking spaces shall be provided in quantities sufficient to contain all parking ~~within the TC District boundaries~~ without surface use of public streets.

(c) The NFA shall not exceed three (3) times the maximum building ground coverage.

(d) Lighting shall be designed and located so as not to produce excess glare or illumination ~~beyond the exterior boundary of the TC District~~.

(e) Commercial vehicle (over twenty-six thousand [26,000] pounds GVW) deliveries shall be restricted to the hours of 7:00 a.m. and 7:00 p.m.

Sec. 16-19-70. Setbacks.

All structures shall be set back at least twenty-five (25) feet from **parcel lot lines** ~~the boundary of the TC District~~.

The changes above will treat parcels zoned Town Center consistent with the Master Development Plans for these areas as well as other commercial properties in Greenwood Village.

Attachments:

Draft Ordinance

A BILL FOR AN ORDINANCE

ORDINANCE NO.

SERIES OF 2026

INTRODUCED BY: COUNCILMEMBER

AN ORDINANCE AMENDING GREENWOOD VILLAGE MUNICIPAL CODE REQUIREMENTS FOR TOWN CENTER ZONE DISTRICT

WHEREAS, the Town Center Zone District was adopted by the Greenwood City Council in coordination with the early development of the Denver Tech Center (DTC) and later amended pursuant to settlement agreement between the DTC and City; and

WHEREAS, the provisions of the Town Center Zone District pertaining to open space, building ground coverage and parking coverage were applied on a gross acreage basis of the entire Town Center Zone District; and

WHEREAS, the settlement agreement between the City and DTC developers has expired and the City has amended the Master Development Plan for the DTC to require open space, building ground coverage and parking coverage standards to be met on a parcel-by-parcel basis going forward; and

WHEREAS, the City Council desires to amend the Land Development Code criteria for Town Center Zone District to require open space, building ground coverage and parking coverage standards to be met on a parcel-by-parcel basis for all parcels zoned Town Center in Greenwood Village and to provide building setback standards similar to those found elsewhere in the code for commercial properties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENWOOD VILLAGE, COLORADO, ORDAINS:

Section 1. Section 16-19-50 of the Greenwood Village Municipal Code is hereby amended to read as follows:

Sec. 16-19-50. - Open space.

(a) A minimum of thirty percent (30%) of the ~~gross land area~~ **parcel** shall be open space.

(b) For the purposes of this Article, open space is the gross land area which is not devoted to building, parking structures, paved streets and parking area improvements, but includes such areas as pedestrian ways, courtyards and other landscaped exterior space other than medians, islands and peninsulas, whether public or private.

Section 2. Section 16-19-60 of the Greenwood Village Municipal Code is hereby amended to read as follows:

Sec. 16-19-60. - Development standards.

(a) Building ground coverage shall not exceed forty percent (40%) of the gross **parcel area** ~~aereage in the TC District~~.

(b) Surface parking and the surface area of structure parking within **a parcel** ~~the TC District~~ shall not exceed forty percent (40%) of the gross **area of the parcel** ~~aereage in the TC District~~. Parking spaces shall be provided in quantities sufficient to contain all parking within the TC District boundaries without surface use of public streets.

(c) The NFA shall not exceed three (3) times the maximum building ground coverage.

(d) Lighting shall be designed and located so as not to produce excess glare or illumination ~~beyond the exterior boundary of the TC District~~.

(e) Commercial vehicle (over twenty-six thousand [26,000] pounds GVW) deliveries shall be restricted to the hours of 7:00 a.m. and 7:00 p.m.

Section 3. Section 16-19-70 of the Greenwood Village Municipal Code is hereby amended to read as follows:

Sec. 16-19-70. Setbacks.

All structures shall be set back at least twenty-five (25) feet from **parcel lot lines** ~~the exterior boundary of the TC District~~.

Section 4. Effective Date. This ordinance shall become effective 6 days after final publication.

INTRODUCED AND APPROVED ON FIRST READING ON THE ____ DAY OF _____, 2026, AND ORDERED PUBLISHED.

George E. Lantz, Mayor

ATTEST:

Susan M. Ortiz, MMC
City Clerk

INTRODUCED AND APPROVED ON SECOND READING ON THE ____ DAY OF
_____, 2026, AND ORDERED PUBLISHED.

George E. Lantz, Mayor

ATTEST:

Susan M. Ortiz, MMC City Clerk

EFFECTIVE: