

# City Council

## Agenda

**Tuesday, April 16, 2019**

**City Hall**

**749 Main Street**

**7:00 PM**

**Note: The time frames assigned to agenda items are estimates for guidance only.  
Agenda items may be heard earlier or later than the listed time slot.**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF AGENDA**

**4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

**5. CONSENT AGENDA**

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

**A. Approval of Bills**

**B. Approval of Minutes: April 2, 2019**

**C. Approval of City Council Special Meeting on May 14, 2019**

**D. Approval of Contract for Design Build Services for Median Landscape Renovations**

**E. Approval of Written Record of Evaluation and First Amended Employment Agreement for City Manager Heather Balsler**

**F. Approval of Peace Officer Mental Health Support Grant Application**

**G. Approval of 2019 Arbor Day Proclamation**

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**Citizen Information**

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

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**City of Louisville**

*City Council*    *749 Main Street*    *Louisville CO 80027*  
*303.335.4536 (phone)*    *303.335.4550 (fax)*    *www.LouisvilleCO.gov*

- H. Approval of Centennial Valley Parcel O General Development Plan Amendment Consultant Contracts
  - i. An Agreement By and Between the City of Louisville and Fehr and Peers to Conduct a Transportation Study for the Centennial Valley Parcel O GDP Amendment
  - ii. An Agreement By and Between the City of Louisville and Studio Seed, LLC for Planning and Design Services Related to the Centennial Valley Parcel O GDP Amendment
- I. Award Contract to Northwest Roofing for Parks Hail Damage Repair
- J. Approval of Appointment of Debra Baskett to the Revitalization Commission

**6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA** (Council general comments are scheduled at the end of the Agenda.)

**7. CITY MANAGER'S REPORT**

**8. REGULAR BUSINESS**

7:15 – 7:45 PM

**A. DISCUSSION/DIRECTION – 2019 LEGISLATIVE SESSION UPDATE**

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

7:45 – 8:00 PM

**B. DISCUSSION/DIRECTION – PROCESS TO FILL CURRENT BOARD AND COMMISSION VACANCIES**

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

8:00 – 8:05 PM

**C. ORDINANCE NO. 1771, SERIES 2019 – AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT – INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC – 1<sup>ST</sup> READING, SET PUBLIC HEARING 5/7/19**

- City Attorney Introduction
- Action

8:05 – 8:10 PM **D. ORDINANCE NO. 1772, SERIES 2019 – AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF OPEN SPACE AND PARKS – 1<sup>ST</sup> READING, SET PUBLIC HEARING 5/7/19**

- City Attorney Introduction
- Action

**9. CITY ATTORNEY'S REPORT**

**10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS**

**11. ADJOURN**

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CASH ACCOUNT: 001000 101001

WARRANT: 032819 03/28/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,986.70
5754	BNSF RAILWAY COMPANY	BNSF PARKING LEASE #BF779	21,391.92
14621	CHAD ROOT	EXPENSE REPORT 2/14-3/12/	490.10
11298	DELTA DENTAL OF COLORADO	#007562-0000 APR 19 EMPLO	13,222.21
14758	ELIZABETH SCHETTLER	TRAVEL ADVANCE 4/7-4/10/1	218.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	567.25
14697	ISAIAS HUIZAR	EXPENSE REPORT 3/1-3/15/1	130.50
14022	JON HARMAN	EXPENSE REPORT 3/6-3/8/19	212.28
14759	JULIE BURGNER	2018 IBC BOOK TABS	53.95
14759	JULIE BURGNER	IRC STUDY MATERIALS	13.95
6455	KAISER PERMANENTE	05920-01-16 APR 19 EMPLOY	147,729.73
2945	LASER TECHNOLOGY INC	LASER GUN REPAIR	360.00
9750	LEGALSHIELD	#22554 MAR 19 EMPLOYEE PR	335.90
7735	LINCOLN FINANCIAL GROUP	000010008470 APR 19 LTD P	3,566.76
7735	LINCOLN FINANCIAL GROUP	000010008469 APR 19 LIFE/	6,932.77
99999	STEWART TITLE	UTILITY REFUND 972 W DILL	110.81
99999	JOHN AND ANN DEBAY	UTILITY REFUND 132 SKYVIE	168.98
99999	NORTH MAIN AT STEEL RANCH	UTILITY REFUND 1736 STEEL	716.06
99999	NORTH MAIN AT STEEL RANCH	UTILITY REFUND 1724 STEEL	443.51
99999	NORTH MAIN AT STEEL RANCH	UTILITY REFUND 1784 STEEL	350.50
14655	PREMIER MEMBERS CREDIT UNION	Payroll Run 1 - Warrant 0	349.87
14741	PYRAMIDE USA INC	Aqua Zip'N MSP Deposit	6,074.50
14732	ULTRAMECH LLC	2019 Ultramech Ice Breake	14,930.00
8442	VISION SERVICE PLAN	12 059727 0001 APR 19 EMP	2,843.63
3875	XCEL ENERGY	FEB 19 GROUP ENERGY	86,486.73
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26 INVOICES		WARRANT TOTAL	317,115.79
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CASH ACCOUNT: 001000 101001

WARRANT: 040419 04/04/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14154	ALLSTREAM	APR 19 PHONE CIRCUITS	940.56
14763	ELEANOR MARALIT	EXPENSE REPORT 3/4-3/8/19	191.40
14762	FELICITY SELVOSKI	TRAVEL ADVANCE 4/12-4/16/	342.00
14718	FRONTIER FIRE PROTECTION LLC	Install Backflow Prevente	6,591.00
14759	JULIE BURGNER	EXPENSE REPORT 3/6-3/8/19	76.56
14428	LISA RITCHIE	TRAVEL ADVANCE 4/12-4/16/	342.00
14514	ROBERT ZUCCARO	TRAVEL ADVANCE 4/12-4/14/	209.00
4160	SAFE SYSTEMS INC	INSTALL SECURITY SYSTEM M	2,429.24
4160	SAFE SYSTEMS INC	SECURITY MONITORING	4,060.92
7868	VICKIE ILKO	BROWN BAG TRAINING OPS	115.37
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10 INVOICES		WARRANT TOTAL	15,298.05
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CASH ACCOUNT: 001000 101001 WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1	A WAY OF LIFE FITNESS CONSULTI	CONTRACTOR FEES 17001-3	557.20
5166	AAA STEAM AND SAUNA	SAUNA REPAIR RSC	369.00
12838	ACCONTEMP	PAYROLL TEMP	1,500.08
12838	ACCONTEMP	PAYROLL TEMP	88.24
14721	ACKLAM INC	2019 CIP Surveys	6,643.00
14121	ACUSHNET COMPANY	Resale Merchandise	334.33
14121	ACUSHNET COMPANY	Range Balls	2,695.00
14121	ACUSHNET COMPANY	Resale Merchandise	42.75
12251	ACZ LABORATORIES INC	LAB ANALYSIS FEES WWTP	1,851.75
14391	ADAM M GOLLIN	PROSECUTING ATTORNEY LLA	1,248.90
12890	ADAMSON POLICE PRODUCTS	OUTER VEST CARRIER ACCESS	55.55
12890	ADAMSON POLICE PRODUCTS	OUTER VEST CARRIER ACCESS	32.50
12890	ADAMSON POLICE PRODUCTS	OUTER VEST CARRIER ACCESS	48.70
12890	ADAMSON POLICE PRODUCTS	RIFLE ACCESSORIES ROGERS	414.35
12890	ADAMSON POLICE PRODUCTS	UNIFORMS RAINERO	122.95
14547	ADDIDAS AMERICA INC	Resale Merchandise	2,106.00
14547	ADDIDAS AMERICA INC	Resale Merchandise	889.18
14547	ADDIDAS AMERICA INC	Resale Merchandise	72.00
14547	ADDIDAS AMERICA INC	STAFF UNIFORMS GC	2,999.35
14547	ADDIDAS AMERICA INC	MARKDOWN ALLOWANCE	-350.00
14547	ADDIDAS AMERICA INC	MARKDOWN ALLOWANCE	-498.00
14547	ADDIDAS AMERICA INC	RETURN MERCHANDISE	-2,478.00
14420	ALISA MILLETTE	CONTRACTOR FEES MEDITATIO	73.50
1006	ALL CURRENT ELECTRIC INC	ACCESS CONTROL PANEL CH	317.50
14713	AQUATIC RESOURCES LLC	Chlorine Supplies RSC	3,469.28
11286	B A LAWRENCE LLC	CTC LIFT STATION PUMP ALI	340.00
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	17.59
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	38.46
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	54.99
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	55.54
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	21.99
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	43.98
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	16.49
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	27.50
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	42.33
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	233.50

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
640	BOULDER COUNTY	FEB 19 GATE FEE	2,514.80
640	BOULDER COUNTY	US 36 & McCaslin Bike She	25,000.00
640	BOULDER COUNTY	MAR 19 BOULDER COUNTY USE	16,699.34
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	740.08
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	44.88
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	182.70
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	257.85
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	189.90
13344	BROWNS HILL ENGINEERING & CONT	DEMAND CALCULATION PROGRA	2,171.00
14461	C & R ELECTRICAL CONTRACTORS I	INSTALL BREAKER FILLERS	111.64
14752	CARDNO INC	Water Line Break Void Inv	6,180.00
248	CDW GOVERNMENT	HEADSET CABLE RSC	13.70
935	CENTENNIAL PRINTING CO	UTILITY BILLING ENVELOPES	2,585.00
10773	CENTRIC ELEVATOR CORP	APR 19 ELEVATOR MAINT CH	299.11
10773	CENTRIC ELEVATOR CORP	APR 19 ELEVATOR MAINT RSC	293.64
10773	CENTRIC ELEVATOR CORP	APR 19 ELEVATOR MAINT LIB	499.62
10773	CENTRIC ELEVATOR CORP	APR 19 ELEVATOR MAINT PC	274.42
13964	CHANDLER ASSET MANAGEMENT	MAR 19 INVESTMENT FEES	2,325.04
14226	CHARGEPOINT INC	ELEC VEHICLE CHARGING STA	560.00
1005	CHEMATOX LABORATORY INC	DRUG SCREENS	564.16
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	46.39
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	46.39
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	46.39
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	46.39
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	179.31
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	191.91
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	238.29
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	190.29
4785	CINTAS CORPORATION #66	UNIFORMS WTP	145.47
14011	CLOSE ASSOCIATES LLC	Tank Structural Evaluatio	1,480.60
14118	CLUB PROPHET SYSTEMS	GIFT CARDS	590.00
14118	CLUB PROPHET SYSTEMS	MAR 19 POS SOFTWARE GC	610.00
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	188.00
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	140.00
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	226.30
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	159.00

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CASH ACCOUNT: 001000 101001 WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	175.00
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	157.50
1120	COLORADO ANALYTICAL LABORATORI	BACTERIA TESTING	52.50
14678	COLORADO AVIAN RESEARCH & REHA	OWLS OF BOULDER COUNTY PR	100.00
13820	COLORADO BARRICADE CO	SIGN POSTS	610.00
1063	COLORADO SENIOR SOFTBALL ASSOC	CSSA LEAGUE FEES	652.80
13897	COMPASS MINERALS AMERICA INC	2019 Compass Minerals Qwi	2,094.75
13897	COMPASS MINERALS AMERICA INC	2019 Compass Minerals Qwi	8,305.58
13897	COMPASS MINERALS AMERICA INC	2019 Compass Minerals Qwi	10,081.13
13162	CORE & MAIN LP	HYDRANT RING REPLACEMENT	175.31
14182	DAWSON INFRASTRUCTURE SOLUTION	LEADER HOSE	178.61
1635	DEMCO INC	SRP SUPPLIES	111.20
13929	DHE COMPUTER SYSTEMS LLC	TOUCH MONITORS LIB	499.63
13009	EIDE BAILLY LLP	2018 AUDIT PROGRESS BILLI	5,275.00
14510	FARNSWORTH GROUP INC	SCWTP Tube Settler Replac	887.75
12270	FASTENAL COMPANY	FLEET PARTS	1,016.49
12666	FIDELITY NATIONAL TITLE CO	TITLE REPORT	550.00
2020	FISHER SCIENTIFIC CO LLC	Narcotic Identification T	11,672.70
12819	FRANCOTYP-POSTALIA INC	POSTAGE MACHINE RSC	126.00
14720	GAIL MCKEAGUE	CONTRACTOR FEES GHALI PAR	210.00
14137	GEAR FOR SPORTS INC	RESALE MERCHANDISE	885.93
14137	GEAR FOR SPORTS INC	RESALE MERCHANDISE	617.38
1175	GEORGE T SANDERS COMPANY	PLUMBING REPAIR GCC	78.91
13069	GLACIER CONSTRUCTION CO INC	HBWTP Upgrade Project	122,075.00
2310	GRAINGER	PUMP STATION SUPPLIES	61.89
2310	GRAINGER	HDMI CABLE NWTP	61.04
2310	GRAINGER	AIR DRYER MOTOR NWTP	96.16
2310	GRAINGER	SAFETY SIGN CH	20.82
2310	GRAINGER	BULK RACK CH	426.51
2310	GRAINGER	WALL MOUNT LOCK BOX CH	117.08
2310	GRAINGER	SURFACE BOLT GCM	53.00

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CASH ACCOUNT: 001000 101001

WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2310	GRAINGER	SAFETY GLASS HOLDER	82.88
2310	GRAINGER	WALL MOUNT LOCK BOX RSC	58.54
14760	GRANICUS LLC	Website Redesign	8,760.00
14760	GRANICUS LLC	2019 Website Hosting	11,560.00
14760	GRANICUS LLC	2019 Website Hosting	816.04
14576	GREEN LANDSCAPE SOLUTIONS LLC	Landscape Maint Front St	550.00
14576	GREEN LANDSCAPE SOLUTIONS LLC	Landscape Maint Front St	550.00
246	GREEN MILL SPORTSMAN CLUB	RANGE USE	300.00
2405	HACH COMPANY	TURBIDIMETER WTP	1,334.10
2415	HARCROS CHEMICALS INC	Salt SWTP	456.00
2415	HARCROS CHEMICALS INC	Salt SWTP	465.50
2475	HILL PETROLEUM	Fuel GC	253.49
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	10.79
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	155.81
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	9.89
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	151.81
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	68.79
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	78.22
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	97.95
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	137.41
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	18.39
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	48.93
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	10.44
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	5.49
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	486.07
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	26.37
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	340.36
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	118.92
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	73.64
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	226.34
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	77.20
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	29.67
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	120.34
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	13.58
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	9.34
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	34.63
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	206.18
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	68.36
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	93.27
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	27.53
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	93.38
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	419.01
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	205.24

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WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	117.46
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	6.03
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	127.27
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	49.99
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	47.12
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	61.96
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	90.80
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	13.72
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	79.58
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	101.14
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.18
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	165.24
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	226.27
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	40.36
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	83.02
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.17
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	34.07
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	48.51
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	209.28
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.17
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	45.13
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	68.70
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	195.22
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	150.79
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	47.90
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	161.25
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	251.49
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.37
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	80.50
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	181.45
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	38.33
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.19
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.20
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.20
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	30.43
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	108.20
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	33.41
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	129.91
13280	INSIGHT PUBLIC SECTOR INC	ADOBE CREATIVE CLOUD LIB	920.33
13280	INSIGHT PUBLIC SECTOR INC	ADOBE CREATIVE CLOUD	4,992.72
14719	INTECONNECT INC	DOOR LOCK HARDWARE WTP	1,906.01
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION RS	446.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE ALARM SERVICE OLD CS	528.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE ALARM INSPECTION GCC	342.88
13778	INVISION GIS LLC	GIS & AM Implementation S	4,970.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11285	IRONWOOD EARTHCARE INC	REMOVE SIBERIAN ELM	900.00
13911	J & M DISPLAYS INC	Fourth of July Fireworks	11,500.00
14239	JC GOLF ACCESSORIES	Resale Merchandise	125.83
14239	JC GOLF ACCESSORIES	Resale Merchandise	227.73
14239	JC GOLF ACCESSORIES	Resale Merchandise	68.15
14239	JC GOLF ACCESSORIES	Resale Merchandise	303.95
14239	JC GOLF ACCESSORIES	Resale Merchandise	543.14
14239	JC GOLF ACCESSORIES	Golf Gifts	290.00
14239	JC GOLF ACCESSORIES	Resale Merchandise	109.05
13490	JOHNSON CONTROLS FIRE PROTECTI	FIRE MONITORING MUS	530.09
2360	KELLY PC	MAR 19 LEGAL SERVICES	29,396.50
13382	LODESTONE DESIGN GROUP	ARCHITECTURAL DESIGN CH	375.00
3100	LOUISVILLE CHAMBER OF COMMERCE	2019 PARADE OF LIGHTS	2,000.00
5432	LOUISVILLE FIRE PROTECTION DIS	MAR 19 FIRE DISTRICT FEES	3,740.00
14071	MARY RITTER	CONTRACTOR FEES 13904-3	709.10
14071	MARY RITTER	CONTRACTOR FEES 13905-3	151.20
14214	MICROAGE	MANAGEENGINE SOFTWARE REN	8,220.00
14290	MILE HIGH TURFGRASS LLC	GREEN AERATION TINES	1,638.00
6168	MOTION & FLOW CONTROL PRODUCTS	PARTS UNIT 3405	816.24
6168	MOTION & FLOW CONTROL PRODUCTS	PARTS UNIT 3208	43.60
11061	MOUNTAIN PEAK CONTROLS INC	CTC LIFT STATION SERVICE	375.00
11061	MOUNTAIN PEAK CONTROLS INC	CTC LIFT STATION SERVICE	500.00
11061	MOUNTAIN PEAK CONTROLS INC	CTC LIFT STATION SERVICE	1,794.38
2046	MOUNTAIN STATES IMAGING LLC	DOCUMENT STORAGE FEES PD	63.00
9668	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE 70, UPDATE	2,108.00
6655	NEW COAL RIDGE DITCH COMPANY	2019 NEW RIDGE ASSESSMENT	6,810.00
14673	NORTH WEST ROOFING	Golf Course Hail Damage R	4,710.30
14673	NORTH WEST ROOFING	Golf Course Hail Damage R	1,685.00
6427	NORTHERN COLO WATER CONSERVANC	2018 NCWCD CARRYOVER WATE	18,685.68
14523	NUMERICA CORPORATION	LUMEN SOFTWARE RENEWAL PD	2,810.00
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICALS	292.00

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CASH ACCOUNT: 001000 101001 WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICALS	352.00
11261	OFFICESCAPES	FF&E RSC Expansion	23,272.00
99999	BRENT TAYLOR	ACTIVITY REFUND	24.50
99999	LAUREN PICKENS	ACTIVITY REFUND	40.00
99999	THE COOLER COMPANY	PERMIT REFUND 670 W ASH S	177.33
99999	ABERDEEN CONSTRUCTION INC	BUILDING USE TAX AUDIT RE	3,197.63
99999	RUSH TRUCK CENTER	DEDUCTIBLE VERIS TRUCK	1,000.00
99999	COLORADO MEDICAL WASTE INC	BIOWASTE/SHARPS DISPOSAL	101.00
99999	CONTINUUM QUARTET	SENIOR LUNCH ENTERTAINMEN	225.00
99999	PIRTEK NOC0	REPAIR UNIT 3426	169.74
14554	PERKINS + WILL INC	RSC EXPANSION DESIGN SERV	5,742.62
14144	PING INC	RENTAL IRONS	104.58
14271	PIONEER MANUFACTURING COMPANY	BALLFIELD PAINT	1,690.00
14728	PORTER LEE CORPORATION	THE BEAST Property Manage	8,275.00
14160	PRECISE MRM LLC	GPS SOFTWARE AND POOLED D	263.75
13395	PRECISION CONCRETE CUTTING	Concrete Grinding	2,851.88
14394	PROS PLUS LLC	ADULT SOCCER REFEREES	61.00
14549	RICHARDSON SPORTS INC	STAFF HATS GC	293.27
14549	RICHARDSON SPORTS INC	Resale Merchandise	3,395.46
13419	ROADSAFE TRAFFIC SYSTEMS CORP	WHITE THERMOPLASTIC	1,005.52
14468	SAVATREE LLC	Grind Branch Pile	12,305.00
13644	SCHULTZ INDUSTRIES INC	PRUNING	2,159.16
12843	SCL HEALTH	DRUG SCREEN	40.50
14482	SM & RC STRUCTURAL ENGINEERS I	Louisville Pipeline Contr	8,816.00
14612	SOME LIKE IT GREEN	APR 19 PLANT SERVICE	80.00
14744	STANDARD CONCRETE INC	2019 Concrete Replacement	86,511.23
13673	STERLING TALENT SOLUTIONS	BACKGROUND CHECKS	826.10
7404	SUN BADGE COMPANY	BADGE SHIPPING PD	18.00
11128	SUN ENTERPRISES INC	PARTS UNIT 5327	196.91

CASH ACCOUNT: 001000 101001 WARRANT: 041619 04/16/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1201	SUPPLYWORKS	BREAK ROOM SUPPLIES CH	92.36
1201	SUPPLYWORKS	JANITORIAL SUPPLIES CH	239.52
11125	TERRACON CONSULTANTS INC	Monitoring Inclinometers	825.00
13527	TLC TREE EXPERT INC	PRUNE SILVER POPLAR	2,300.00
14353	TRANSPARENT INFORMATION SERVIC	BACKGROUND CHECKS	576.20
14065	TYLER TECHNOLOGIES INC	POSTAL EXPRESS SUBSCRIPTI	1,648.24
4765	UNCC	MAR 19 LOCATES #48760	411.80
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	89.50
14532	UNITED REFRIGERATION INC	HVAC TANKS CH	68.15
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ANNETTE BRA	117.16
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL COTTONWOOD	199.85
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL HERITAGE PA	132.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL MEMORY SQUA	117.16
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL PIRATES PAR	117.16
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CEMETERY	125.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CLEO MUDROC	181.52
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ENRIETTO PA	125.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL LES	125.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL NORTH END	125.11
13851	VELOCITY PLANT SERVICES LLC	PUMP INSTALLATION NWTP	2,498.35
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,171.40
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,461.77
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,519.67
11053	WATER TECHNOLOGY GROUP	FLOCCULATOR GEARBOX SERVI	2,250.00
14373	WEIFIELD GROUP CONTRACTING INC	PHENOLIC LABELING SWTP	164.40
14373	WEIFIELD GROUP CONTRACTING INC	DISCONNECT PUMP NWTP	369.50
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES PC	38.40
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES CS	97.34
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES LIB	567.47
5115	WL CONTRACTORS INC	Extra Traffic Signal Main	18,040.00
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 3/25-4/5/	2,584.00
3875	XCEL ENERGY	MAR 19 SPRINKLERS	97.72
13790	ZAYO GROUP LLC	APR 19 INTERNET SERVICE	783.00

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WARRANT: 041619 04/16/2019

VENDOR VENDOR NAME PURPOSE AMOUNT

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284 INVOICES	WARRANT TOTAL	607,837.92
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**CITY OF LOUISVILLE**  
**PURCHASE CARD SUMMARY**  
**STATEMENT PERIOD 02/20/19 - 03/20/19**

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
360 TRAINING(ECOMMERCE	5129043103	GREG VENETTE	WATER	02/22/2019	20.00
360 TRAINING(ECOMMERCE	5129043103	GREG VENETTE	WATER	02/22/2019	20.00
360 WATER INC	6142943600	DESHAUN BECERRIL	OPERATIONS	03/07/2019	150.00
ACZ LABORATORIES, INC	STEAMBOAT SPR	JUSTIN ELKINS	WASTEWATER	03/13/2019	53.10
ACZ LABORATORIES, INC	STEAMBOAT SPR	JUSTIN ELKINS	WASTEWATER	02/21/2019	106.20
ACZ LABORATORIES, INC	STEAMBOAT SPR	JUSTIN ELKINS	WASTEWATER	02/20/2019	106.20
ACZ LABORATORIES, INC	STEAMBOAT SPR	JUSTIN ELKINS	WASTEWATER	02/20/2019	285.60
ADM/SHOP DENVER MUSEUM	DENVER	KATIE TOFTE	REC CENTER	02/28/2019	461.50
ADOLPH KIEFER AND ASSO	8478768866	KATIE MEYER	REC CENTER	02/20/2019	130.47
AED SUPERSTORE	800-544-0048	GREG VENETTE	WATER	03/06/2019	344.00
AIRGAS CENTRAL	TULSA	DAVID DEAN	GOLF COURSE	03/15/2019	57.44
ALLDATA CORP #8601	ELK GROVE	MASON THOMPSON	OPERATIONS	03/01/2019	125.00
AMAZON.COM*MW1SP1TE1 A	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/17/2019	102.64
AMERICAN PLANNING A	3124319100	ROBERT ZUCCARO	PLANNING	03/19/2019	835.00
AMERICAN RED CROSS	888-284-0607	KATIE MEYER	REC CENTER	02/28/2019	222.00
AMZN MKTP US*MI1DU5991	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/03/2019	47.90
AMZN MKTP US	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/15/2019	-251.37
AMZN MKTP US*MB8X30IU2	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	03/20/2019	52.78
AMZN MKTP US*MI0ER1D72	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	03/08/2019	89.92
AMZN MKTP US*MI0LL1GG2	AMZN.COM/BILL	TRACY OKSANEN	GOLF COURSE	02/26/2019	89.64
AMZN MKTP US*MI0U41IS0	AMZN.COM/BILL	CONNOR POWERS	GOLF COURSE	03/07/2019	40.09
AMZN MKTP US*MI0YD8HL1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/23/2019	36.14
AMZN MKTP US*MI0ZJ5Q50	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	02/26/2019	149.95
AMZN MKTP US*MI13F9WE0	AMZN.COM/BILL	JEN KENNEY	POLICE	03/08/2019	7.00
AMZN MKTP US*MI17B2QW1	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	02/25/2019	53.15
AMZN MKTP US*MI1KM0EY2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/23/2019	31.32
AMZN MKTP US*MI1SU3052	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	02/24/2019	120.98
AMZN MKTP US*MI1T56YI1	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/07/2019	64.32
AMZN MKTP US*MI2BN9GT0	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	02/20/2019	32.64
AMZN MKTP US*MI2G69IS0	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/07/2019	8.50
AMZN MKTP US*MI2UD4K80	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/03/2019	251.37
AMZN MKTP US*MI3AY4MR0	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/21/2019	41.46
AMZN MKTP US*MI3BF25G1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/21/2019	172.20
AMZN MKTP US*MI3IC56K1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/26/2019	107.94
AMZN MKTP US*MI3PB6XP2	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	03/01/2019	147.80
AMZN MKTP US*MI3ZA9R50	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	03/07/2019	14.54
AMZN MKTP US*MI4813X90	AMZN.COM/BILL	PAULA KNAPEK	HUMAN RESOURCES	02/20/2019	38.68
AMZN MKTP US*MI56O29U1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/02/2019	82.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*MI68T3972	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/12/2019	23.28
AMZN MKTP US*MI6AK5SZ1	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	02/28/2019	10.95
AMZN MKTP US*MI6Q12SY2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/08/2019	8.07
AMZN MKTP US*MI6Y70YP2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/16/2019	79.46
AMZN MKTP US*MI6ZS3ZU1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/20/2019	50.45
AMZN MKTP US*MI72B2DK1	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	02/28/2019	67.60
AMZN MKTP US*MI7IQ0QE0	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	02/27/2019	10.96
AMZN MKTP US*MI7JV4QS0	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2019	17.00
AMZN MKTP US*MI7OB4Q00	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2019	33.28
AMZN MKTP US*MI89W5MA0	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/21/2019	176.88
AMZN MKTP US*MI8B16821	AMZN.COM/BILL	ELIZABETH SCHESSLER	PLANNING	02/24/2019	60.96
AMZN MKTP US*MI8EA4W61	AMZN.COM/BILL	KERRY HOLLE	PUBLIC WORKS	03/06/2019	27.93
AMZN MKTP US*MI8IM4SO2	AMZN.COM/BILL	JEN KENNEY	POLICE	03/08/2019	39.94
AMZN MKTP US*MI8RU82H0	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/03/2019	63.38
AMZN MKTP US*MI8S21QL0	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	02/27/2019	110.95
AMZN MKTP US*MI8SQ2RU1	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	03/06/2019	32.06
AMZN MKTP US*MI96J7892	AMZN.COM/BILL	CHERYL KELLER	POLICE	03/04/2019	145.61
AMZN MKTP US*MI98D1B90	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2019	44.20
AMZN MKTP US*MI98H7XJ0	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/20/2019	11.99
AMZN MKTP US*MI9A79K40	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/04/2019	119.70
AMZN MKTP US*MI9PB97H2	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/12/2019	205.24
AMZN MKTP US*MW02K4ZN1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/13/2019	72.28
AMZN MKTP US*MW0X33CZ1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/08/2019	7.99
AMZN MKTP US*MW1T94O91	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	03/08/2019	26.59
AMZN MKTP US*MW1ZY0N80	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/16/2019	55.35
AMZN MKTP US*MW2177TB1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/16/2019	38.00
AMZN MKTP US*MW28J7CA0	AMZN.COM/BILL	JEN KENNEY	POLICE	03/11/2019	45.98
AMZN MKTP US*MW36T5OZ0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/11/2019	7.99
AMZN MKTP US*MW3ZP1031	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/19/2019	83.10
AMZN MKTP US*MW5K54OX0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/11/2019	19.77
AMZN MKTP US*MW6MN6C91	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/08/2019	26.56
AMZN MKTP US*MW76V3EU1	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/19/2019	46.05
AMZN MKTP US*MW7KG0TC0	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/19/2019	17.49
AMZN MKTP US*MW8AY8420	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/12/2019	21.96
AMZN MKTP US*MW8S264T1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/11/2019	170.61
AMZN MKTP US*MW8WN4CE2	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/16/2019	135.20
AMZN MKTP US*MW90W3Z01	AMZN.COM/BILL	JEN KENNEY	POLICE	03/12/2019	26.62
AMZN MKTP US*MW9KH7LC1	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	03/12/2019	81.74
AMZN MKTP US*MW9RR1N81	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/13/2019	14.99
ANIMAL CARE EQUIPMENT	BROOMFIELD	LAURA LOBATO	POLICE	02/20/2019	412.35
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	02/28/2019	258.72
ARC*SERVICES/TRAINING	800-733-2767	DANIEL BIDLEMEN	REC CENTER	03/11/2019	120.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
ARC*SERVICES/TRAINING	800-733-2767	DANIEL BIDLEMEN	REC CENTER	03/11/2019	210.00
ARC*SERVICES/TRAINING	800-733-2767	JOANN MARQUES	REC CENTER	03/03/2019	240.00
ARC*SERVICES/TRAINING	800-733-2767	DANIEL BIDLEMEN	REC CENTER	02/25/2019	270.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/05/2019	715.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	02/28/2019	715.00
ARROWHEAD AWARDS	303-447-9407	DAWN BURGESS	CITY MANAGER	03/04/2019	18.00
AUDUBON INTERNATIONAL	8888606366	DAVID DEAN	GOLF COURSE	03/05/2019	300.00
AUSTIN CHIROPRACTIC	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/22/2019	75.00
AUTO TRUCK - DENVER	AURORA	VICKIE ILKO	OPERATIONS	03/05/2019	170.50
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/06/2019	-.03
AMAZON.COM*MB0ZG2U82	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	03/19/2019	53.71
AMAZON.COM*MI0MS6V61	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/21/2019	11.97
AMAZON.COM*MI1MX9AA2	AMZN.COM/BILL	KERRY HOLLE	PUBLIC WORKS	02/22/2019	281.48
AMAZON.COM*MI28L2BG0	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2019	9.28
AMAZON.COM*MI2KE7XI1	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/19/2019	14.88
AMAZON.COM*MI2OA0GH2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/26/2019	56.28
AMAZON.COM*MI36N8Q82	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2019	37.98
AMAZON.COM*MI3Q650Z2	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/24/2019	16.19
AMAZON.COM*MI5D056Y2	AMZN.COM/BILL	ERICA BERZINS	POLICE	03/06/2019	101.12
AMAZON.COM*MI6X33MQ1	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	02/21/2019	42.69
AMAZON.COM*MI7DE7VZ1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/20/2019	33.63
AMAZON.COM*MI7M70HC1	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	02/22/2019	470.00
AMAZON.COM*MI8767VK2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/28/2019	9.99
AMAZON.COM*MI8806MX1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/21/2019	37.41
AMAZON.COM*MI8XU0VG2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/28/2019	14.98
AMAZON.COM*MI98Y2BW0	AMZN.COM/BILL	EMILY KROPF	CITY MANAGER	02/27/2019	14.98
AMAZON.COM*MI9PZ1QM0	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2019	23.80
AMAZON.COM*MI9VN1V31	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/20/2019	96.12
AMAZON.COM*MI9W37KZ2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/10/2019	29.92
AMAZON.COM*MW1031TW0	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	03/20/2019	58.76
AMAZON.COM*MW1684O00	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/11/2019	53.97
AMAZON.COM*MW3KA93D1	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/14/2019	570.88
AMAZON.COM*MW3PB2FN1	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/10/2019	4.99
AMAZON.COM*MW44E1FR1	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/11/2019	10.59
AMAZON.COM*MW5SP44K2	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/19/2019	59.95
AMAZON.COM*MW6JQ1J60	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/18/2019	17.95
AMAZON.COM*MW8AN8OK0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/11/2019	12.19
AMAZON.COM*MW8XE1O10	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/11/2019	6.32
AMAZON.COM*MW9R174D1	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	03/11/2019	668.00
BARON BARCLAY BRIDGE S	502-426-0410	KATIE TOFTE	REC CENTER	03/15/2019	442.66
BATTERYSHARKS.COM	800-657-1303	DANIEL WOOLDRIDGE	IT	03/19/2019	131.25
BESTBUYCOM805611100226	888-BESTBUY	JILL SIEWERT	LIBRARY	03/13/2019	97.12

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
BESTBUYCOM805611100226	888-BESTBUY	JILL SIEWERT	LIBRARY	02/22/2019	72.81
BESTBUYCOM805611893607	888-BESTBUY	JILL SIEWERT	LIBRARY	03/13/2019	39.98
BESTBUYCOM805611893607	888-BESTBUY	JILL SIEWERT	LIBRARY	02/26/2019	39.98
BESTBUYCOM805611893607	888-BESTBUY	JILL SIEWERT	LIBRARY	02/26/2019	19.99
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	03/07/2019	201.18
BLACKJACK PIZZA OF LOU	LOUISVILLE	PEGGY JONES	REC CENTER	03/16/2019	89.44
BLACKJACK PIZZA OF LOU	LOUISVILLE	JACK MANIAN	OPERATIONS	03/12/2019	31.93
BLACKJACK PIZZA OF LOU	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	03/09/2019	97.90
BLACKJACK PIZZA OF LOU	LOUISVILLE	PEGGY JONES	REC CENTER	03/02/2019	107.40
BLACKJACK PIZZA OF LOU	LOUISVILLE	IAN HARPER	OPERATIONS	02/23/2019	40.93
BLACKJACK PIZZA OF LOU	LOUISVILLE	PEGGY JONES	REC CENTER	02/23/2019	98.90
BRECK RESERVATIONS	9704964971	DAWN BURGESS	CITY MANAGER	03/05/2019	50.00
BRECK RESERVATIONS	9704964971	DAWN BURGESS	CITY MANAGER	02/27/2019	50.00
BRECK RESERVATIONS	9704964971	DAWN BURGESS	CITY MANAGER	02/27/2019	50.00
BIOCHAR NOW LLC	9705939100	GREG VENETTE	WATER	03/07/2019	324.00
BUSABA	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/26/2019	108.75
CARIBOU & EINSTEIN #36	CASTLE ROCK	JEN KENNEY	POLICE	03/15/2019	9.16
CEE-JAY RESEARCH & SAL	6268151530	DAVID BARIL	GOLF COURSE	03/19/2019	19.92
CENTENNIAL PRINTING CO	303-6650388	PENNEY BOLTE	SALES TAX	02/27/2019	140.00
CENTENNIAL PRINTING CO	303-6650388	PENNEY BOLTE	SALES TAX	02/20/2019	140.00
CENTURYLINK/SPEEDPAY	800-244-1111	DIANE M KREAGER	FINANCE	03/03/2019	2,036.31
CO BOULDER CO SVS	DENVER	LISA RITCHIE	PLANNING	03/08/2019	24.28
CO BOULDER CO SVS	3035343468	AMANDA PERERA	REC CENTER	03/05/2019	174.59
COGENT	816-221-0650	JUSTIN ELKINS	WASTEWATER	03/06/2019	40.00
COLORADO CWP	719-545-6748	BRIAN GARDUNO	OPERATIONS	03/07/2019	55.00
COLORADO CWP	719-545-6748	KEN MATHEWS	OPERATIONS	03/07/2019	55.00
COLORADO MUNICIPAL CLE	WESTMINSTER	MEREDYTH MUTH	CITY MANAGER	03/12/2019	25.00
COLORADO MUNICIPAL CLE	WESTMINSTER	CAROL HANSON	CITY CLERK	03/11/2019	75.00
COLORADO MUNICIPAL CLE	WESTMINSTER	MEREDYTH MUTH	CITY MANAGER	03/11/2019	40.00
COLORADO MUNICIPAL CLE	WESTMINSTER	MEREDYTH MUTH	CITY MANAGER	03/11/2019	25.00
COLORADO MUNICIPAL CLE	WESTMINSTER	CAROL HANSON	CITY CLERK	03/11/2019	25.00
COLORADO MUNICIPAL LEA	303-8316411	EMILY KROPF	CITY MANAGER	03/12/2019	15.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	03/11/2019	310.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	02/28/2019	-80.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	03/06/2019	620.00
COLORADO PARKS AND REC	WHEAT RIDGE	KATIE TOFTE	REC CENTER	03/14/2019	35.00
COMCAST CABLE COMM	800-COMCAST	KATHERINE ZOSS	CITY MANAGER	03/13/2019	109.95
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	03/08/2019	33.93
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	03/06/2019	298.44
CONSOLIDATED ELECT MOT	DENVER	DAVID DEAN	GOLF COURSE	03/12/2019	20.00
CORE & MAIN LP 518	HENDERSON	VICKIE ILKO	OPERATIONS	03/05/2019	158.36
CORE & MAIN LP 518	HENDERSON	VICKIE ILKO	OPERATIONS	02/22/2019	126.31

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CORE & MAIN LP 518	HENDERSON	VICKIE ILKO	OPERATIONS	02/22/2019	190.20
CORE & MAIN LP 518	HENDERSON	VICKIE ILKO	OPERATIONS	02/19/2019	290.42
CPI*COLEPARMERINSTRUMT	800-323-4340	MARC DENNY	WASTEWATER	03/08/2019	126.65
CPS DISTRIBUTORS INC B	BOULDER	VICKIE ILKO	OPERATIONS	03/15/2019	520.33
CPS DISTRIBUTORS INC B	BOULDER	VICKIE ILKO	OPERATIONS	03/08/2019	534.22
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/13/2019	25.00
CUBOULDERCAREERSERVICE	13037356577	PAULA KNAPEK	HUMAN RESOURCES	03/19/2019	225.00
CVENT* COLORADO GFOA	7032263500	PENNEY BOLTE	SALES TAX	02/27/2019	75.00
CVENT* COLORADO GFOA	7032263500	PENNEY BOLTE	SALES TAX	02/27/2019	75.00
CVENT* COLORADO GFOA	7032263500	PENNEY BOLTE	SALES TAX	02/27/2019	40.00
DAILY CAMERA	3034443444	CHERYL KELLER	POLICE	02/21/2019	13.89
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	03/12/2019	194.32
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	02/27/2019	160.91
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	03/05/2019	183.96
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	02/20/2019	-20.00
DENVER 1223 SHERMAN ST	303-2978912	DAVID D HAYES	POLICE	03/06/2019	15.00
DOLLAR TREE	LAFAYETTE	PATRICIA MORGAN	REC CENTER	02/20/2019	18.00
DOUBLE HAPPY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/11/2019	52.50
DPAC GARAGE-3036079093	DENVER	ROBERT ZUCCARO	PLANNING	02/26/2019	10.00
DRCOG	DENVER	DAWN BURGESS	CITY MANAGER	02/22/2019	900.00
DRONEINSURANCE #6	7272016718	KURT KOWAR	PUBLIC WORKS	03/01/2019	10.48
DROPBOX*TD8LSFCWWQN1	DROPBOX.COM	EMILY KROPF	CITY MANAGER	03/18/2019	9.99
DRURY INN	COLORADO SPRI	RYAN MORRIS	POLICE	02/21/2019	179.98
DRURY INN	COLORADO SPRI	RYAN MORRIS	POLICE	02/21/2019	179.98
DRURY INN	COLORADO SPRI	RYAN MORRIS	POLICE	02/21/2019	179.98
DRURY INN	COLORADO SPRI	CHERYL KELLER	POLICE	02/21/2019	199.98
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	03/11/2019	275.96
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	03/01/2019	4.65
EARL S SAW SHOP	BOULDER	CONNOR POWERS	GOLF COURSE	03/11/2019	115.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
EARL S SAW SHOP	BOULDER	CONNOR POWERS	GOLF COURSE	03/06/2019	141.58
EB YOUR BRAIN ON GOOD	8014137200	DIANE EVANS	REC CENTER	02/27/2019	30.00
EDX, INC.	CAMBRIDGE	GREG VENETTE	WATER	03/04/2019	50.00
EXPEDIA 7415077724160	EXPEDIA.COM	KATHLEEN HIX	HUMAN RESOURCES	02/25/2019	25.00
FASTENAL COMPANY01	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/08/2019	3.08
FASTENAL COMPANY01	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	03/05/2019	36.64
FASTENAL COMPANY01	LOUISVILLE	CONNOR POWERS	GOLF COURSE	02/27/2019	34.60
FASTSIGNS	CENNTENIAL	AMANDA PERERA	REC CENTER	02/21/2019	-597.71
FASTSIGNS OF BOULDER	BOULDER	GREG VENETTE	WATER	03/15/2019	341.30
FEDEX 472627811	MEMPHIS	TRACY OKSANEN	GOLF COURSE	03/18/2019	24.40
FEDEX 786094690665	MEMPHIS	DANIEL WOOLDRIDGE	IT	03/19/2019	11.74
FIRST CHOICE-BOYER S C	303-9649400	TRACY OKSANEN	GOLF COURSE	03/14/2019	119.50
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	03/11/2019	311.85
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	03/11/2019	64.00
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	03/11/2019	53.00
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	03/11/2019	210.25
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/20/2019	291.80
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/20/2019	54.50
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/20/2019	175.60
FLIGHT SYSTEM INDUSTRI	800 333-1194	DAVID BARIL	GOLF COURSE	03/14/2019	530.76
FORMS FULFILLMENT CENT	914-345-6216	DIANE M KREAGER	FINANCE	03/19/2019	346.10
FORT COLLINS BREWERY E	14157295247	KATIE TOFTE	REC CENTER	02/23/2019	220.00
FREDPRYOR CAREERTRACK	800-5563012	THOMAS CZAJKA	OPERATIONS	03/19/2019	256.00
G & G EQUIPMENT	FREDERICK	DAKOTA DUNN	PARKS	02/20/2019	33.00
G & G EQUIPMENT	FREDERICK	ANDY ELLIS	PARKS	02/20/2019	28.20
GENERAL AIR SERVICE	3038927003	IAN HARPER	OPERATIONS	02/25/2019	150.00
GENERAL AIR SERVICE &	7203419437	JUSTIN ELKINS	WASTEWATER	03/04/2019	34.93
GEORGE T SANDERS 09	LOUISVILLE	PHIL LIND	FACILITIES	03/11/2019	100.53
GOBLE SAMPSON ASSOCIAT	801-268-8790	MARC DENNY	WASTEWATER	03/20/2019	706.01
GPS CITY	702-990-5600	DAVID ALDERS	PARKS	03/09/2019	80.85
GRAINGER	877-2022594	ANTHONY POHL	REC CENTER	03/20/2019	217.52
GRAINGER	877-2022594	ANTHONY POHL	REC CENTER	03/18/2019	220.87
GRAINGER	877-2022594	ANTHONY POHL	REC CENTER	02/27/2019	483.21
GRAINGER	877-2022594	MARC DENNY	WASTEWATER	02/27/2019	138.02
GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	02/21/2019	131.46
GRAINGER	877-2022594	MARC DENNY	WASTEWATER	02/21/2019	16.05
GRANZOW INC	704-8452300	MATT LOOMIS	PARKS	03/06/2019	725.64
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	03/09/2019	61.98
HOMEDEPOT.COM	800-430-3376	JAMES VAUGHAN	REC CENTER	03/07/2019	180.05
HOMEDEPOT.COM	800-430-3376	CONNOR POWERS	GOLF COURSE	03/04/2019	104.92
HOMEDEPOT.COM	800-430-3376	CONNOR POWERS	GOLF COURSE	02/19/2019	11.72
HOMEWOOD SUITES	WASHINGTON	MEGAN DAVIS	CITY MANAGER	03/01/2019	502.32

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
HOMEWOOD SUITES	WASHINGTON	MEGAN DAVIS	CITY MANAGER	03/01/2019	402.32
HOOKS AND LATTICE	800-8960978	MARYANN DORNFELD	PARKS	03/19/2019	920.62
IAPMO	909-4724100	BRIAN GARDUNO	OPERATIONS	02/25/2019	815.00
IBI - SUPPLYWORKS #225	8565333261	PATRICIA MORGAN	REC CENTER	03/05/2019	170.50
IBI - SUPPLYWORKS #225	8565333261	PATRICIA MORGAN	REC CENTER	02/21/2019	174.97
ID EDGE INC	303-6650405	JULIE SEYDEL	REC CENTER	03/12/2019	274.64
INSTITUTE OF TRANSPORT	202-785-0060	KERRY HOLLE	PUBLIC WORKS	02/25/2019	895.00
INT'L CODE COUNCIL INC	888-422-7233	ELIZABETH SCHETTLER	PLANNING	03/15/2019	109.00
INT'L CODE COUNCIL INC	888-422-7233	RANDY DEWITZ	BUILDING SAFETY	03/07/2019	100.00
INT*IN *1-2-1 MARKETIN	407-3954701	DAVID BARIL	GOLF COURSE	03/05/2019	199.00
INT*IN *INNOVATIVE OFF	303-2378644	KATHY MARTIN	REC CENTER	03/15/2019	120.50
INT*IN *KAISER LOCK &	303-4493880	JAMES VAUGHAN	REC CENTER	02/25/2019	130.80
INT*IN *KRISHNA GROCER	LAFAYETTE	PEGGY JONES	REC CENTER	02/22/2019	7.98
INT*IN *PERFORMANCE AI	303-7780100	DAVID BARIL	GOLF COURSE	02/19/2019	213.75
INT*IN *VAN GO AUTO GL	303-4641500	MASON THOMPSON	OPERATIONS	03/06/2019	240.00
INTL SOC ARBORICULTURE	217-355-9411	CHRIS LICHTY	PARKS	03/02/2019	75.00
INTUIT *IN *BIOBAG USA	727-7891646	ERIK SWIATEK	PARKS	02/21/2019	739.80
INSTANT IMPRINTS LOUIS	LOUISVILLE	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	03/01/2019	110.94
JAX RANCH & HOME	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	03/19/2019	9.98
JAX RANCH & HOME	LAFAYETTE	VICKIE ILKO	OPERATIONS	02/27/2019	99.98
KENT SPORTS	8187259720	TRACY OKSANEN	GOLF COURSE	03/01/2019	152.39
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	03/19/2019	13.98
KING SOOPERS #0013	LOUISVILLE	KRISTEN BODINE	LIBRARY	03/19/2019	4.78
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	03/18/2019	213.71
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	03/14/2019	316.05
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	03/12/2019	107.07
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/11/2019	33.05
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	03/07/2019	360.60
KING SOOPERS #0013	LOUISVILLE	BETH GALLOVIC	REC CENTER	03/06/2019	6.28
KING SOOPERS #0013	LOUISVILLE	BETH GALLOVIC	REC CENTER	03/06/2019	66.10
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	03/04/2019	136.43
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	02/28/2019	233.68
KING SOOPERS #0013	LOUISVILLE	PAMELA LEMON	REC CENTER	02/22/2019	29.97
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	02/21/2019	342.82
KING SOOPERS #0013	LOUISVILLE	BETH GALLOVIC	REC CENTER	02/21/2019	5.36
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/19/2019	188.89
KOIS BROTHERS EQUIPMEN	303-298-7370	MICHAEL CLEVELAND	OPERATIONS	03/12/2019	184.99
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/18/2019	3,871.85
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/18/2019	77.17
LMUS	6308285949	KATHY MARTIN	REC CENTER	03/05/2019	529.00
LOGMEIN*GOTOMEETING	LOGMEIN.COM	JEFFREY FISHER	POLICE	03/05/2019	49.00
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/12/2019	20.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/12/2019	20.00
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/12/2019	20.00
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/07/2019	60.00
LOVELAND BARRICADE LLC	LOVELAND	THOMAS CZAJKA	OPERATIONS	03/08/2019	198.00
LOWES #00220*	LOUISVILLE	KRISTEN PORTER	REC CENTER	03/19/2019	11.94
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/18/2019	49.96
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/16/2019	116.18
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/15/2019	9.35
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/14/2019	96.19
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/14/2019	21.94
LOWES #00220*	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/14/2019	20.41
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/13/2019	14.66
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/12/2019	70.95
LOWES #00220*	LOUISVILLE	KERRY KRAMER	PARKS	03/12/2019	14.36
LOWES #00220*	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	03/12/2019	26.70
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/12/2019	197.80
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	03/12/2019	8.97
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/11/2019	15.27
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/11/2019	20.42
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/11/2019	64.48
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/11/2019	5.87
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/08/2019	49.65
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/07/2019	19.97
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/07/2019	48.02
LOWES #00220*	LOUISVILLE	JESSE DEGRAW	REC CENTER	03/07/2019	2.60
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/06/2019	54.99
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/06/2019	4.48
LOWES #00220*	LOUISVILLE	AARON GRANT	PARKS	03/05/2019	13.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/05/2019	47.92
LOWES #00220*	LOUISVILLE	PEGGY JONES	REC CENTER	03/05/2019	13.48
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/04/2019	230.60
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/28/2019	6.54
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/27/2019	17.25
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	02/26/2019	9.98
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/25/2019	44.45
LOWES #00220*	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/25/2019	5.78
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/22/2019	20.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/21/2019	85.88
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	02/21/2019	17.98
LOWES #00220*	LOUISVILLE	CODY THOMPSON	PARKS	02/20/2019	6.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/20/2019	2.90
LOWES #00220*	LOUISVILLE	JACK MANIAN	OPERATIONS	02/19/2019	29.92

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/19/2019	187.36
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/19/2019	63.78
LUCKY PIE PIZZA & TAP	LOUISVILLE	HEATHER BALSER	CITY MANAGER	02/22/2019	39.50
LULU'S BBQ LLC	LOUISVILLE	DAVID D HAYES	POLICE	03/18/2019	35.00
LULU'S BBQ LLC	LOUISVILLE	JEFFREY FISHER	POLICE	03/04/2019	52.50
LVD ACQUISITION LLC	6148611350	ANTHONY POHL	REC CENTER	03/08/2019	177.99
MAD GREENS - CATERING	GOLDEN	DAWN BURGESS	CITY MANAGER	02/20/2019	150.00
MAILCHIMP *MONTHLY	MAILCHIMP.COM	EMILY KROPF	CITY MANAGER	03/18/2019	165.75
MARCOS PIZZA - 6005	SUPERIOR	JEN KENNEY	POLICE	03/07/2019	66.64
MARRIOTT	DENVER	CHAD ROOT	BUILDING SAFETY	03/04/2019	5.00
METAL SUPERMARKETS WHE	WHEAT RIDGE	DAVID ALDERS	PARKS	03/06/2019	458.31
MICHAELS STORES 2059	SUPERIOR	KRISTEN PORTER	REC CENTER	02/26/2019	18.78
MICHAELS STORES 2059	SUPERIOR	CHERYL KELLER	POLICE	02/22/2019	154.70
MILE HIGH TURFGRASS LL	3039880969	DAVID DEAN	GOLF COURSE	02/28/2019	256.00
MORRELL PRINTING SOLUT	LAFAYETTE	CODY THOMPSON	PARKS	03/13/2019	46.39
MY CABLE MART LLC	9524868736	MIKE MILLER	POLICE	03/05/2019	32.20
MESSAGE MEDIA	SAN FRANCISCO	EMILY KROPF	CITY MANAGER	03/05/2019	100.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	03/14/2019	2,937.27
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	03/14/2019	274.02
NAPA AUTO PART 0026903	LOUISVILLE	KEN MATHEWS	OPERATIONS	03/06/2019	114.40
NAPA AUTO PART 0026903	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/26/2019	64.46
NU CPS REGISTRATION	EVANSTON	BENJAMIN KURTZ	POLICE	03/09/2019	1,000.00
O J WATSON CO INC	DENVER	KEN MATHEWS	OPERATIONS	03/01/2019	111.80
O J WATSON CO INC	DENVER	VICKIE ILKO	OPERATIONS	02/22/2019	75.54
OFFICE DEPOT #1080	800-463-3768	DAVID BARIL	GOLF COURSE	03/18/2019	147.60
OFFICE DEPOT #1080	800-463-3768	DAVID BARIL	GOLF COURSE	03/18/2019	145.30
OFFICEMAX/DEPOT 6616	SUPERIOR	PEGGY JONES	REC CENTER	02/28/2019	96.46
OFFICEMAX/DEPOT 6616	SUPERIOR	KATIE BAUM	CITY MANAGER	02/21/2019	63.25
OFFICEMAX/DEPOT 6616	SUPERIOR	TRACY OKSANEN	GOLF COURSE	02/18/2019	29.99
OFFICESCAPES OF DENVE	3035741115	ERIN OWEN	LIBRARY	03/07/2019	848.29
OMEGA PRODUCTS	6315637217	MARYANN DORNFELD	PARKS	03/05/2019	432.63
ORGANIC SANDWICH COMPA	8887072469	KATIE BAUM	CITY MANAGER	03/15/2019	-5.80
OUTBACK STEAKHOUSE #61	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	03/18/2019	60.24
OLD SANTA FE MEXICAN G	LOUISVILLE	IAN HARPER	OPERATIONS	03/02/2019	129.38
P & W GOLF SUPPLY LLC	8479432399	DAVID DEAN	GOLF COURSE	03/19/2019	33.00
PACKAGING SUPPLIERS OF	DENVER	ERICA BERZINS	POLICE	03/04/2019	261.70
PARK PLACE	4409913199	DANIEL WOOLDRIDGE	IT	02/21/2019	131.13
PARKER STORE LOUISVILL	LOUISVILLE	VICKIE ILKO	OPERATIONS	03/08/2019	20.11
PARKER STORE LOUISVILL	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/08/2019	5.15
PARKSON CORPORATION	954-9746610	MARC DENNY	WASTEWATER	02/20/2019	280.74
PARTY CITY 922	SUPERIOR	LESLIE RINGER	HUMAN RESOURCES	02/28/2019	19.90
PARTY CITY 922	SUPERIOR	PATRICIA MORGAN	REC CENTER	02/26/2019	65.78

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	03/04/2019	19.95
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	03/04/2019	59.95
PAYPAL *ANIMALCAREE	4029357733	CHERYL KELLER	POLICE	03/08/2019	-3.44
PAYPAL *ANIMALCAREE	4029357733	CHERYL KELLER	POLICE	03/06/2019	72.44
PAYPAL *BRONSONWRIG	4029357733	DAVID BARIL	GOLF COURSE	03/11/2019	50.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	03/18/2019	95.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	03/18/2019	75.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	03/18/2019	75.00
PAYPAL *CDUB18T	4029357733	DAVID BARIL	GOLF COURSE	03/07/2019	144.00
PAYPAL *COLORADOASS	4029357733	LAURA LOBATO	POLICE	03/14/2019	175.00
PAYPAL *CWACONSULTI	4029357733	DEREK SNYDER	WASTEWATER	03/18/2019	110.00
PAYPAL *HURRICANEGO	4029357733	DAVID BARIL	GOLF COURSE	03/06/2019	155.91
PAYPAL *REGION8PRET	4029357733	DEREK SNYDER	WASTEWATER	03/18/2019	225.00
PAYPAL *RM IAEI	4029357733	ELIZABETH SCHETTLER	PLANNING	02/21/2019	375.00
PAYPAL *ROLMOTO	4029357733	DAVID BARIL	GOLF COURSE	03/15/2019	157.81
PAYPAL *SPAGOLFGRIP	4029357733	DAVID BARIL	GOLF COURSE	03/11/2019	73.99
PLUG N PAY INC	800-945-2538	JULIE SEYDEL	REC CENTER	03/05/2019	234.00
POTESTIO BROTHERS EQUI	PARKER	DRUSILLA TIEBEN	PARKS	03/18/2019	455.00
PRAIRIE MOUNTAIN MEDIA	8884549588	DIANE M KREAGER	FINANCE	03/18/2019	3,234.92
PRESTIGE FLAG MFG CO I	800-5765155	DAVID DEAN	GOLF COURSE	02/21/2019	433.94
PUSH PEDAL PULL-CORPOR	6055752136	KATHY MARTIN	REC CENTER	03/11/2019	884.84
PUSH PEDAL PULL-CORPOR	6055752136	KATHY MARTIN	REC CENTER	02/22/2019	470.92
PET SCOOP, INC. / PET	303-202-1899	DRUSILLA TIEBEN	PARKS	03/01/2019	340.00
PINOCCHIOS FIRESTONE	FIRESTONE	JEFFREY FISHER	POLICE	03/05/2019	41.93
QA BALANCE SERVICES IN	303-693-6419	JUSTIN ELKINS	WASTEWATER	03/15/2019	134.00
RANGE SERVANT AMERICA	7704488055	DAVID BARIL	GOLF COURSE	03/08/2019	409.77
RIB CITY GRILL ARVADA	ARVADA	VICKIE ILKO	OPERATIONS	02/28/2019	11.09
ROOTER TOWN LLC	3035740830	ANTHONY POHL	REC CENTER	02/25/2019	95.00
RVT*BVSD FACILITY USE	720-5615202	KATHY MARTIN	REC CENTER	03/05/2019	1,253.00
SAFEWAY #2812	LOUISVILLE	JEN KENNEY	POLICE	03/14/2019	42.94
SAFEWAY #2812	LOUISVILLE	CODY THOMPSON	PARKS	03/10/2019	5.99
SAFEWAY #2812	LOUISVILLE	CHERYL KELLER	POLICE	03/06/2019	29.02
SAFEWAY #2812	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/28/2019	4.69
SAFEWAY #2812	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/19/2019	8.99
SDTRUCKSPRINGS.COM	631-588-8777	CONNOR POWERS	GOLF COURSE	03/09/2019	214.67
SHELVING RACK	DENVER	JAMES VAUGHAN	REC CENTER	03/07/2019	33.00
SHRED-IT	8666474733	CHERYL KELLER	POLICE	03/19/2019	30.00
SHRED-IT	8666474733	DIANE M KREAGER	FINANCE	03/01/2019	120.00
SHRM HOUS 888.241.8396	888-241-8396	KATHLEEN HIX	HUMAN RESOURCES	02/25/2019	675.76
SIP.US LLC	800-566-9810	TERRELL PHILLIPS	WATER	03/10/2019	24.95
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	02/22/2019	219.83
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	02/20/2019	44.15

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SMASHBURGER #1525	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	02/19/2019	55.04
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	03/19/2019	252.35
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	03/13/2019	91.16
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	03/06/2019	32.35
SOURCE OFFICE - VITAL	GOLDEN	JIM GILBERT	PARKS	03/04/2019	71.97
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	03/01/2019	11.30
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	03/01/2019	52.88
SOURCE OFFICE - VITAL	GOLDEN	JIM GILBERT	PARKS	02/25/2019	195.09
SOURCE OFFICE - VITAL	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	02/19/2019	50.15
SOUTHERN OUTDOOR POWER	MONRO	CONNOR POWERS	GOLF COURSE	02/21/2019	79.72
SQ *SQ *7TH GENERATION	LOUISVILLE	GREG VENETTE	WATER	02/22/2019	45.00
SSI*SCHOOL SPECIALTY	888-388-3224	AMANDA PERERA	REC CENTER	03/06/2019	49.16
STAPLS7214168992000001	877-8267755	CHERYL KELLER	POLICE	03/05/2019	209.99
STAPLS7214233934000001	877-8267755	DIANE M KREAGER	FINANCE	02/28/2019	72.84
STAPLS7214704291000001	877-8267755	DIANE M KREAGER	FINANCE	03/07/2019	1,741.10
STAPLS7214704291000002	877-8267755	DIANE M KREAGER	FINANCE	03/15/2019	8.48
STEAMBOAT SPRINGS WINL	STEAMBOAT SPR	PAUL BORTH	REC CENTER	03/11/2019	-40.98
STEAMBOAT SPRINGS WINL	STEAMBOAT SPR	PAUL BORTH	REC CENTER	03/08/2019	528.80
STK*SHUTTERSTOCK	8666633954	KATIE BAUM	CITY MANAGER	03/15/2019	208.92
SWEET SPOT CAFE	LOUISVILLE	KATIE BAUM	CITY MANAGER	03/08/2019	648.00
SWEET SPOT CAFE	LOUISVILLE	HEATHER BALSER	CITY MANAGER	03/07/2019	384.00
SWEET SPOT CAFE	LOUISVILLE	HEATHER BALSER	CITY MANAGER	02/26/2019	87.73
SWEET SPOT CAFE	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/20/2019	261.25
TARGET.COM *	800-591-3869	JILL SIEWERT	LIBRARY	03/18/2019	20.00
TARGET.COM *	800-591-3869	JILL SIEWERT	LIBRARY	03/16/2019	25.98
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	02/27/2019	485.77
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	02/27/2019	624.42
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	03/18/2019	75.57
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	03/18/2019	24.61
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/15/2019	60.37
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/15/2019	-15.97
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/15/2019	-41.55
THE HOME DEPOT #1506	LOUISVILLE	ANTHONY POHL	REC CENTER	03/14/2019	50.01
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/14/2019	13.48
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	03/13/2019	36.72
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	03/12/2019	25.53
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	03/12/2019	-49.94
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/12/2019	64.13
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	03/12/2019	8.28
THE HOME DEPOT #1506	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/11/2019	-104.92
THE HOME DEPOT #1506	LOUISVILLE	ANTHONY POHL	REC CENTER	03/11/2019	38.94
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/11/2019	5.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	03/08/2019	25.66
THE HOME DEPOT #1506	LOUISVILLE	CHRIS LICHTY	PARKS	03/08/2019	4.97
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	03/06/2019	20.27
THE HOME DEPOT #1506	LOUISVILLE	PEGGY JONES	REC CENTER	03/05/2019	5.97
THE HOME DEPOT #1506	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/04/2019	24.21
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/04/2019	124.53
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	03/01/2019	39.88
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	02/28/2019	-20.80
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	02/28/2019	163.61
THE HOME DEPOT #1506	LOUISVILLE	IAN HARPER	OPERATIONS	02/27/2019	4.71
THE HOME DEPOT #1506	LOUISVILLE	IAN HARPER	OPERATIONS	02/27/2019	75.61
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	02/27/2019	11.76
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	02/27/2019	49.94
THE HOME DEPOT #1506	LOUISVILLE	CODY THOMPSON	PARKS	02/27/2019	2.36
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	02/27/2019	31.98
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	02/27/2019	56.77
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	02/27/2019	15.94
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	02/27/2019	40.10
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/26/2019	73.07
THE HOME DEPOT #1506	LOUISVILLE	IAN HARPER	OPERATIONS	02/25/2019	37.81
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/25/2019	19.91
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	02/22/2019	44.15
THE HOME DEPOT #1506	LOUISVILLE	ANTHONY POHL	REC CENTER	02/21/2019	21.12
THE HOME DEPOT #1506	LOUISVILLE	IAN HARPER	OPERATIONS	02/20/2019	22.49
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/20/2019	2.18
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/20/2019	6.94
THE HOME DEPOT #1506	LOUISVILLE	ANTHONY POHL	REC CENTER	02/20/2019	29.36
THE HOME DEPOT #1506	LOUISVILLE	CODY THOMPSON	PARKS	02/20/2019	3.84
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/19/2019	31.85
THE HOME DEPOT 1506	LOUISVILLE	ANDY ELLIS	PARKS	03/18/2019	100.02
THE HOME DEPOT 1506	LOUISVILLE	CHRISTOPHER NEVES	IT	03/15/2019	80.82
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	03/11/2019	321.28
THE HOME DEPOT 1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	03/07/2019	92.90
THE HOME DEPOT 1506	LOUISVILLE	GREG VENETTE	WATER	03/01/2019	206.30
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	02/28/2019	100.00
THE HOME DEPOT 1506	LOUISVILLE	GREG VENETTE	WATER	02/28/2019	202.45
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/26/2019	253.63
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/22/2019	361.00
THE UPS STORE #5183	SUPERIOR	CONNOR POWERS	GOLF COURSE	03/11/2019	14.11
THE UPS STORE #5183	SUPERIOR	JUSTIN ELKINS	WASTEWATER	03/08/2019	36.51
THE UPS STORE #5183	SUPERIOR	JEFFREY FISHER	POLICE	03/07/2019	67.88
THE UPS STORE #5183	SUPERIOR	GREG VENETTE	WATER	03/04/2019	61.31

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TIMETRADE SYSTEMS INC	TIMETRADE.COM	PAULA KNAPEK	HUMAN RESOURCES	02/22/2019	49.00
TST* THE HUCKLEBERRY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/12/2019	16.50
TST* THE HUCKLEBERRY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/26/2019	26.25
TURF ADDICT	8558248016	CONNOR POWERS	GOLF COURSE	02/22/2019	116.63
TURFNET	8888884009	DAVID DEAN	GOLF COURSE	03/06/2019	55.00
U.S. KIDS GOLF - OUTLE	770-4413077	TRACY OKSANEN	GOLF COURSE	02/26/2019	157.99
ULINE *SHIP SUPPLIES	800-295-5510	DAVID DEAN	GOLF COURSE	03/19/2019	72.35
UNITED AIRLINES	800-932-2732	ROBERT ZUCCARO	PLANNING	03/18/2019	415.60
UNITED AIRLINES	800-932-2732	DEREK SNYDER	WASTEWATER	03/18/2019	486.60
UNITED AIRLINES	HOUSTON	RANDY DEWITZ	BUILDING SAFETY	03/16/2019	30.00
UNITED AIRLINES	800-932-2732	KATHLEEN HIX	HUMAN RESOURCES	02/25/2019	350.61
USA BLUE BOOK	8004939876	MARC DENNY	WASTEWATER	03/07/2019	178.80
VENNGAGE.COM	TORONTO	EMILY KROPF	CITY MANAGER	03/15/2019	19.00
VSN*DOTGOVREGISTRATION	877-734-4688	DANIEL WOOLDRIDGE	IT	03/06/2019	400.00
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	03/02/2019	2,848.05
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	02/21/2019	543.91
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	02/21/2019	1,018.58
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	03/05/2019	20.00
WALGREENS #7006	SUPERIOR	JESSE DEGRAW	REC CENTER	02/22/2019	32.98
WATERLOO ICEHOUSE	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/19/2019	109.00
WATERLOO ICEHOUSE	LOUISVILLE	AARON DEJONG	CITY MANAGER	03/05/2019	33.00
WEBBS WATER GARDENS	866-819-7663	GREG VENETTE	WATER	03/01/2019	-63.10
WEBBS WATER GARDENS	866-819-7663	GREG VENETTE	WATER	02/26/2019	912.90
WENDYS #2175	DENVER	CHAD ROOT	BUILDING SAFETY	03/07/2019	15.85
WENDYS #2175	DENVER	CHAD ROOT	BUILDING SAFETY	03/04/2019	14.03
WESTERN PAPER DISTRIBU	DENVER	TRACY OKSANEN	GOLF COURSE	02/26/2019	205.06
WHITESIDES BOOTS AND C	BRIGHTON	JACK MANIAN	OPERATIONS	03/18/2019	139.99
WPY*CCCMA	855-4693729	EMILY KROPF	CITY MANAGER	03/04/2019	50.00
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	03/02/2019	144.41
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	03/02/2019	216.27
YOURMEMBER-CAREERS	7274976573	PAUL BORTH	REC CENTER	03/06/2019	100.00
YSI HYPACK	860-635-1500	GREG VENETTE	WATER	03/11/2019	600.00
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	03/01/2019	227.67
		GREG VENETTE	WATER	02/28/2019	-469.44
		JEN KENNEY	POLICE	03/18/2019	-238.28
TOTAL					\$ 84,936.23

**CITY OF LOUISVILLE**  
**EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99**  
**MARCH 2019**

<b>DATE</b>	<b>P.O. #</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
3/1/2019	2019064	ETG Systems Inc.	Surveillance System Refresh	\$42,665.23
			<i>Milestone Software is under GSA contract and sold through ETG Systems as the local authorized dealer.</i>	
3/5/2019	2019069	Brannan Sand & Gravel Co LLC	2019 Asphalt	\$40,000.00
			<i>MAPO pricing is being used for asphalt purchases.</i>	
3/14/2019	2019073	Dellenbach Chevrolet Inc.	2019 Chevy Colorado	\$27,123.00
			<i>Colorado State Bid is being used to purchase this vehicle for the new Open Space Senior Natural Resource Specialist.</i>	
3/29/2019	2019089	Glacier Construction Co Inc.	SCWTP Stair Replacement and HBWTP Office Renovation	\$45,867.00
			<i>Three quotes were received for each item to complete the scope of work for the WTP upgrades started in 2018. Glacier Construction submitted the lowest bids.</i>	
3/29/2019	2019090	Velocity Plant Services LLC	Tank Hatch Replacement	\$50,456.00
			<i>Staff solicited competitive bids to replace the damaged water tank hatches from the June 2018 hailstorm. Velocity Plant Services submitted the lowest bid.</i>	
3/29/2019	2019092	Radiation Pros LLC	Sludge Hauling Services	\$45,000.00
			<i>Aluminum Sulfate is used as part of the water treatment process and accumulates in the sludge. The sludge is removed from the process and discharged to various locations. Periodically, the sludge must be removed and disposed of in accordance with CDPHE and EPA</i>	

			<i>regulations. Staff completed a formal bid process with Radiation Pros</i>	
			<i>and Veris Environmental submitting bids. Radiation Pros was the low</i>	
			<i>price bidder.</i>	

# **City Council Meeting Minutes**

**April 2, 2019  
City Hall, Council Chambers  
749 Main Street  
7:30 PM**

**Call to Order** – Mayor Muckle called the meeting to order at 7:30 p.m.

**Roll Call** was taken and the following members were present:

**City Council:**        *Mayor Robert Muckle  
Mayor Pro Tem Jeff Lipton  
Councilmember Jay Keany  
Councilmember Chris Leh  
Councilmember Susan Loo  
Councilmember Dennis Maloney  
Councilmember Ashley Stolzmann*

**Staff Present:**      *Heather Balsler, City Manager  
Megan Davis, Deputy City Manager  
Nathan Mosely, Parks, Recreation, & Open Space Director  
Rob Zuccaro, Planning & Building Safety Director  
Lisa Ritchie, Senior Planner  
Meredyth Muth, City Clerk*

**Others Present:**    *Kathleen Kelly, City Attorney*

## **PLEDGE OF ALLEGIANCE**

All rose for the pledge of allegiance.

## **APPROVAL OF AGENDA**

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Councilmember Stolzmann. All in favor.

## **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Courtney Gaudet, 1982 Quail Court, representing the Ponderosa Pines Homeowners Association, stated the homeowners feel the crossing at South Boulder Road and Eisenhower is very dangerous; her daughter was hit by a car in the crosswalk. South

Boulder Road is wide and traffic is fast-moving. They have all experienced issues at the intersection and would like to see a flashing beacon crosswalk there to benefit everyone crossing the street and using the trail system.

Wahab Baouchi, 1955 Quail Court, witnessed someone almost hit at this intersection and personally almost got hit last summer. A flashing light would help people cross safely.

### **APPROVAL OF THE CONSENT AGENDA**

MOTION: Mayor Muckle moved to approve the consent agenda, seconded by Councilmember Stolzmann. All in favor.

- A.** Approval of Bills
- B.** Approval of Minutes: March 19, 2019
- C.** Approval of Contract with Mid-America Pool Renovation, Inc. for Memory Square Pool Resurfacing
- D.** Approval of Contract Between the City of Louisville and Baseline Engineering for Design and Construction Management Services of the Sid Copeland Water Treatment Plant Administration Building Improvements Project
- E.** Approval of Contract Between the City of Louisville and Murraysmith for the Design and Construction Management Services for the Southern Water Supply Pipeline Transmission Capacity Project

### **COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA**

Mayor Muckle stated the City is aware of the issue at South Boulder Road and Eisenhower. We are working on a way to improve a number of crossings all along South Boulder Road and have submitted a grant request for federal funding for this.

Councilmember Stolzmann stated it appears the City has a good shot at getting funding for the improvements but it would likely be funded next year at the earliest.

### **CITY MANAGER'S REPORT**

None.

### **REGULAR BUSINESS**

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### **RESOLUTION NO. 12, SERIES 2019 – A RESOLUTION APPROVING AN EXTENSION OF THE FOUNDRY PLANNED UNIT DEVELOPMENT TO APRIL 2, 2020**

Mayor Muckle introduced the item and opened the public hearing.

Director Zuccaro stated the original PUD, GDP Amendment, and Plat were approved January 16, 2016. The project consists of 32 residential units, 24 of which are age-restricted, and a 32,000 sf commercial development. There was recent City Council approval to build one of the commercial buildings prior to the other rather than concurrently. He explained the Louisville Municipal Code does not allow for building permits to be issued more than 36 months after PUD approval unless an extension is approved.

The applicant is requesting an extension to April 2, 2020 saying this will give the applicant enough time for permits to be issued for all phases of the development, including both commercial buildings.

Director Zuccaro noted the Code includes an expiration provision on PUDs to allow Council the chance to address conditions, policies, and codes that may have changes since the original approval. There have been no changes to any codes since approval in January 2016. The PUD is consistent with the Small Area Plan that was approved after the initial approvals.

Staff recommends approval of Resolution 12 approving an extension to April 2, 2020.

Public Comments – None.

Councilmember Stolzmann asked if a building permit is pulled and no work is done in a year what is the recourse at that point. Would the PUD have expired and a building permit be left open? Director Zuccaro stated building permits expire six months after they are issued if there are no extensions. If a permit is pulled and nothing happens on the site prior to April 2020 the PUD would expire again.

Councilmember Stolzmann asked if it makes sense to put a condition on this that if the building permits go six months and are renewed and they ask for a second renewal on the permits that it has to come back to Council for consideration again. Director Zuccaro stated the Code allows a building permit to be renewed only once.

Mayor Muckle closed the public hearing.

Mayor Muckle moved to approve Resolution No. 12; Councilmember Loo seconded.

**Voice vote:** all in favor.

**RESOLUTION NO. 13, SERIES 2019 – A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT TO ADJUST AN EXISTING LOT LINE AND AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT TO ALLOW THE CONSTRUCTION OF A NEW 40,000 SQUARE FOOT BUILDING AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY AT 152 AND 194 TAYLOR AVENUE**

Mayor Muckle introduced the item and opened the public hearing.

Planner Ritchie stated all notification requirements have been met for this application. She reviewed the location and site plan and the history of approvals and allowed uses on the site. She stated that earlier this year the City Council approved an addition on the existing building, but this new application splits the development into two separate buildings. This allows the property to be sold individually with its own parking if they desire to do so in the future. Otherwise the application is substantially as it was before.

The applicant is requesting deferred parking of 102 spaces. Just as approved on the previous application, the applicant proposes to construct 186 parking spaces with the initial construction. The applicant doesn't think the additional 102 spaces will be needed as many of their employees don't drive to the site any many work off site. The PUD includes a note that states "*At any time, the City of Louisville may require that the deferred parking be constructed.*"

The applicant is also requesting a landscape waiver. Lot 3 does not meet the minimum landscaped area and Lot 4 exceeds the minimum landscaped area. Collectively it meets the standard. Staff supports the request due to the elevated design and amenities.

Ritchie noted one page was left out of the plan set and it is available tonight.

Staff recommends approval of Resolution No. 13, Series 2019.

She noted there is one condition on the resolution related to the relocation of an easement.

Councilmember Maloney asked if the parking note on the PUD is hard to enforce on a new owner. Ritchie stated the PUD stays with the land and not the owner and it would be noted on the title. Any new owner should know about it.

Public Comments – None.

Mayor Pro Tem Lipton moved to approve Resolution No. 13 with the one condition, Councilmember Stolzmann seconded.

**Voice vote:** all in favor.

**EXECUTIVE SESSION**  
**CITY MANAGER SEMI-ANNUAL EVALUATION**

(Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) – Authorized topics

Mayor Muckle stated he is requesting the City Council convene an Executive Session for the purpose of conducting an annual performance review of the City Manager.

City Attorney Kelly introduced the request for executive session.

City Clerk Muth read Section 2.90.050 – Public statement of the Louisville Municipal Code, which outlines the topics permitted for discussion in an executive session.

City Attorney Kelly stated the authority to conduct this executive session comes from the Louisville Code of Ethics, Section 5-2(b) and CRS 24-6-402(4)(f). Section 5-2(b) authorizes an executive session for the purpose of reviewing the performance of an employee directly appointed by the City Council. This is also allowed under the open meetings law in state statute. This request involves an evaluation of the performance of the City Manager who is an employee directly appointed by the City Council.

**MOTION:** Mayor Muckle moved the City Council adjourn to executive session for the purpose of an annual performance review of the City Manager as authorized by the laws noted by the City Attorney and the executive session include the City Council and the City Attorney; seconded by Councilmember Stolzmann.

**Vote:** Motion carried by unanimous roll call vote.

The City Council adjourned to executive session at 7:52 p.m.

The Special City Council meeting reconvened at 8:55 p.m.

### **CITY ATTORNEY REPORT ON THE EXECUTIVE SESSION**

City Attorney Kelly reported that while in executive session, the City Council discussed the annual performance review of the City Manager. A summary of the performance evaluation will be prepared pursuant to section 8-1(d) of the Home Rule Charter and an amended contract will be on the April 16 Council meeting agenda for consideration.

### **CITY ATTORNEY'S REPORT**

None

### **COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS**

Councilmember Keany stated the Sustainability Board is working to update the sustainability plan.

Councilmember Loo reviewed some information from Commuting Solutions including updates from the DC trip, cost estimates for work on Hwy 7 and Hwy 119, and US 36 use.

Councilmember Loo noted the Parks Board will be reviewing the process for addressing ash trees in the medians. There is discussion of proactively removing the ash trees in the

Via Appia median. The Parks Board was split on which direction to go. This could be a controversial issue. The Parks Board is looking at subdivision entrances as well.

City Manager Balser stated staff would like to make the April 9 meeting a special meeting to get Council direction. The discussion will be about affordable housing with the County. Also at that meeting, staff is interested in discussing polling regarding TABOR and the excise tax on the ballot. Members agreed to the special meeting and the additional agenda item.

Councilmember Stolzmann reported the DRCOG banquet is coming later this month. She stated the subregional transportation projects have been scored by staff which is the first step in the granting process. The trail on 104<sup>th</sup> scored well, the Hwy 42 plan was also high on the list, and there is the possibility the South Boulder Road at-grade crossings could be added as some other projects that were higher on the list may be removed. There is still another step that could change the rankings.

Councilmember Stolzmann stated the CC4CA is meeting Friday and she will bring back more information from that meeting.

Mayor Muckle stated the Historical Commission gave the Pioneer Award to Leon Wurl this year. He also reviewed the other winners from the Annual Chamber of Commerce Banquet.

## **ADJOURN**

Members adjourned at 9:06 pm.

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Robert P. Muckle, Mayor

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Meredyth Muth, City Clerk

**SUBJECT:** APPROVAL OF CITY COUNCIL SPECIAL MEETING ON MAY  
14, 2019

**DATE:** APRIL 16, 2019

**PRESENTED BY:** MEREDYTH MUTH, CITY CLERK

**SUMMARY:**

Staff requests the City Council approve making the study session on May 14, 2019 into a special meeting to allow Council to give direction to staff on the meeting items.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve May 14, 2019 as a special meeting.

**ATTACHMENT(S):**

None

**SUBJECT: AWARD OF CONTRACT FOR DESIGN BUILD SERVICES FOR  
MEDIAN LANDSCAPE RENOVATIONS**

**DATE: APRIL 16, 2019**

**PRESENTED BY: NATHAN MOSLEY, DIRECTOR OF PARKS,  
RECREATION & OPEN SPACE  
ALLAN GILL, PARKS PROJECT MANAGER**

**SUMMARY:**

In 2018, City Council initially budgeted \$137,500 (as part of a five-year program) for Parks and Recreation to begin design and construction of median landscape renovations throughout the City.

Soon after, it became necessary to cancel the median renovation CIP and reallocate the funds toward the Recreation and Senior Center Expansion project. At that time, staff requested a portion of the funds to remain with the CIP for the development of a landscape design concept. \$35,000 was approved to remain and the attached document prepared by the landscape architecture firm MIG is the outcome of this initial median design concept project.

As noted in the report, MIG prepared numerous design concepts to consider but ultimately staff and the Parks and Public Landscapes Advisory board (PPLAB) felt working with our current designs and well as enhancing and repairing as needed would be the best choice for the City. Some of the factors staff and PPLAB took into consideration when comparing design options were costs, maintenance practices, herbicide use, tree replacements, and visibility.

The approved funding for renovating the medians in 2019 and 2020 will primarily focus on irrigation upgrades, sod repair and/or replacement, tree removal and re-plantings, and adding color in the form of annual beds, large diameter pots, or public art focused at the entrances to major boulevards.

The City received proposals from four design/build teams:

- Singing Hills Landscape, Inc. / Ivy Street design / Munding Design, LLC
- Korby Landscape LLC
- Weston Landscape & Design / Norris Design
- Designsapces Colorado / Design Concepts

After evaluation of the proposals, two of the design/build teams were invited to interview with staff:

**SUBJECT: AWARD OF CONTRACT FOR DESIGN BUILD SERVICES**

**DATE: APRIL 16, 2019**

**PAGE 2 OF 3**

- Weston Landscape & Design / Norris Design, bid price \$275,000 in 2019 & 2020
- Designscares Colorado / Design Concepts, bid price \$275,000 in 2019 & 2020

Both of the design/build teams have experience working together on past projects and Designscares Colorado / Design Concepts has worked on projects for the City in the past.

**FISCAL IMPACT:**

This project will be funded entirely out of the Capital Projects Fund. The City's bi-annual budget has funding in the amount of \$275,000 in 2019 and also in 2020. To take advantage of the bi-annual funding, language was added to the RFP allowing the selected design/build team to continue to work on the project in 2020 contingent upon Council appropriating funds in 2020 and if they are willing to hold their 2019 pricing.

**ALTERNATIVES:**

Approve the proposal from Designscares Colorado / Design Concepts

**PROGRAM/SUB-PROGRAM IMPACT:**

The program goal for Transportation/Streetscapes is to strengthen the identity of the selected streetscapes through consistency in design. Streetscapes with strong identities helps both pedestrian and vehicular wayfinding.

**RECOMMENDATION:**

Staff recommends City Council award a contract for Design Build Services for Median Landscape Renovations with Designscares Colorado in the amount of \$275,000 and authorize the use of Capital Project reserves to complete the project in 2019.

**ATTACHMENT(S):**

1. Median Renovation Design Services report prepared by MIG
2. Construction agreement



# CITY OF LOUISVILLE **MEDIAN RENOVATION**

PREPARED BY



518 17<sup>th</sup> Street  
Suite 630  
Denver, CO 80202

# ACKNOWLEDGEMENTS

## CITY OF LOUISVILLE

### **Parks and Public Landscaping Advisory Board**

#### CONTACT INFORMATION

Dean Johnson

*Staff Liason*

*Parks Superintendent*

(303)335-4474

deanj@LouisvilleCO.gov

Susan Loo

*City Council Liason*

(303)665-4945

SusanL@LouisvilleCO.gov

Note: Meetings are held the first Thursday of each month at 7:00 P.M.

Location: City Services Facility

739 104th Street

### **The City of Louisville Public Works Department**

#### CONTACT INFORMATION

(303)335-4608

PWorks@LouisvilleCO.gov

### **The City of Louisville Parks and Recreation Department**

#### CONTACT INFORMATION

(303)335-4735

ParksandRec@LouisvilleCO.gov

## CONSULTANTS

### **Prepared By**

Paul Kuhn (PLA) and Chad Caletka

*MIG, Inc.*

Landscape Architects & Planners

(303)440-9200

518 17<sup>th</sup> Street

Suite 630

Denver, CO 80202



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- i. EXECUTIVE SUMMARY** (page 4)
- 1. INTRODUCTION & PROJECT BACKGROUND** (page 6)
- 2. ANALYSIS OF THE CORRIDORS** (page 8)
- 3. PRELIMINARY CONCEPT DESIGN STUDIES** (page 22)
- 4. REVISED CONCEPT DESIGN STUDIES** (page 38)
- 5. PREFERRED CONCEPT DESIGN & FUTURE RECOMMENDATIONS** (page 49)

# EXECUTIVE SUMMARY

## INTRODUCTION

In April of 2018, the City of Louisville began an effort to study the existing conditions of landscape medians in six of the City's major roadways and to generate ideas for future renovations and improvements of these medians. The corridors studied included:

- Cherry Street
- Dillon Road
- Highway 42
- McCaslin Boulevard
- South Boulder Road
- Via Appia Way

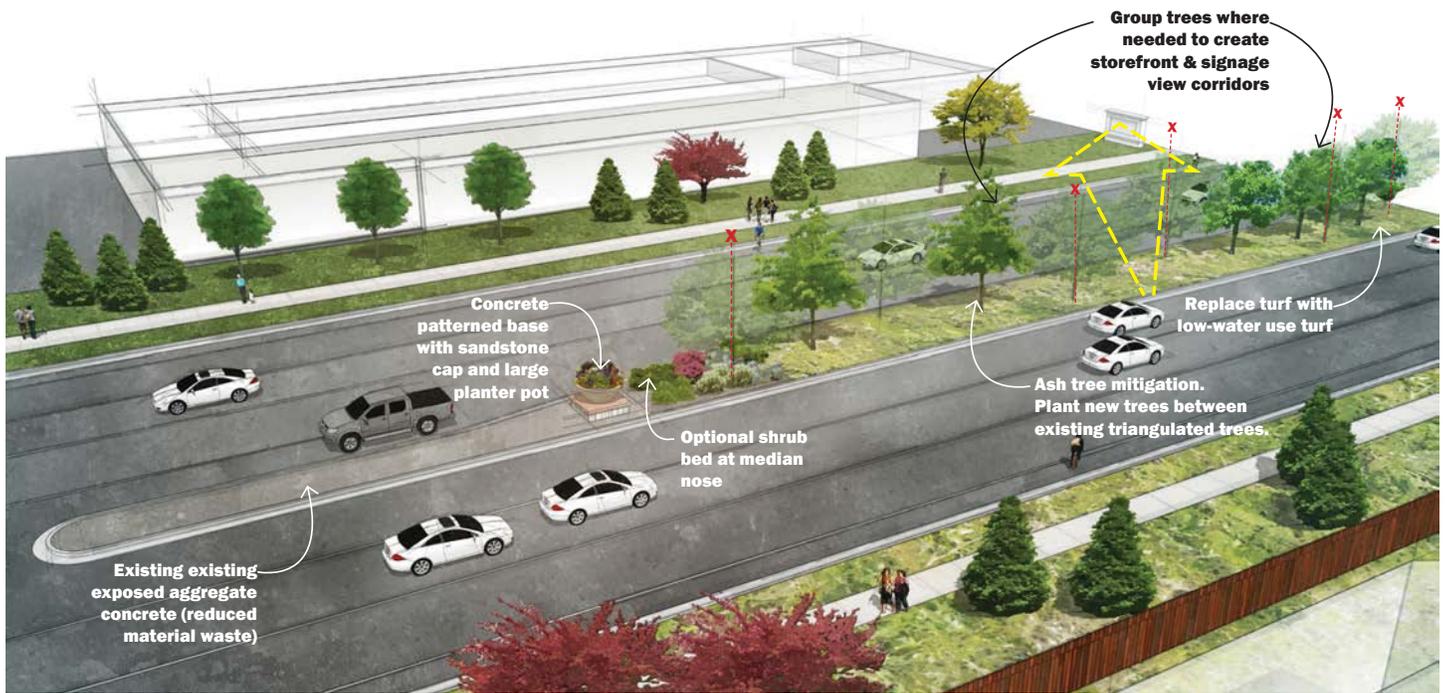
- May 3<sup>rd</sup> – City of Louisville Staff Kickoff Meeting
- May 23<sup>rd</sup> – City of Louisville Staff Review of Preliminary Concepts
- June 7<sup>th</sup> – PPLAB Meeting 1, Review of Concept Revision 1
- July 19<sup>th</sup> – Public Meeting, Review of Concept Revision 2
- August 9<sup>th</sup> – PPLAB Meeting 2, Review of Concept Revision 2
- Late August – Preferred Concept Approved by Staff

## PROCESS

MIG, a consulting landscape architecture and urban planning group in Denver, helped the City Staff prioritize feedback on existing conditions and establish goals for the project. These goals helped inform early concept studies that were presented to the City Staff and the Parks and Public Landscaping Advisory Board (PPLAB). This presentation was followed by additional study and review of the concepts by Staff, the PPLAB, and the public. Input on design options, costs, and maintenance were incorporated into what later emerged as the preferred concept. A summary of meetings in the process is as follows:



*Existing median on South Boulder Road near eastern extents of study area.*

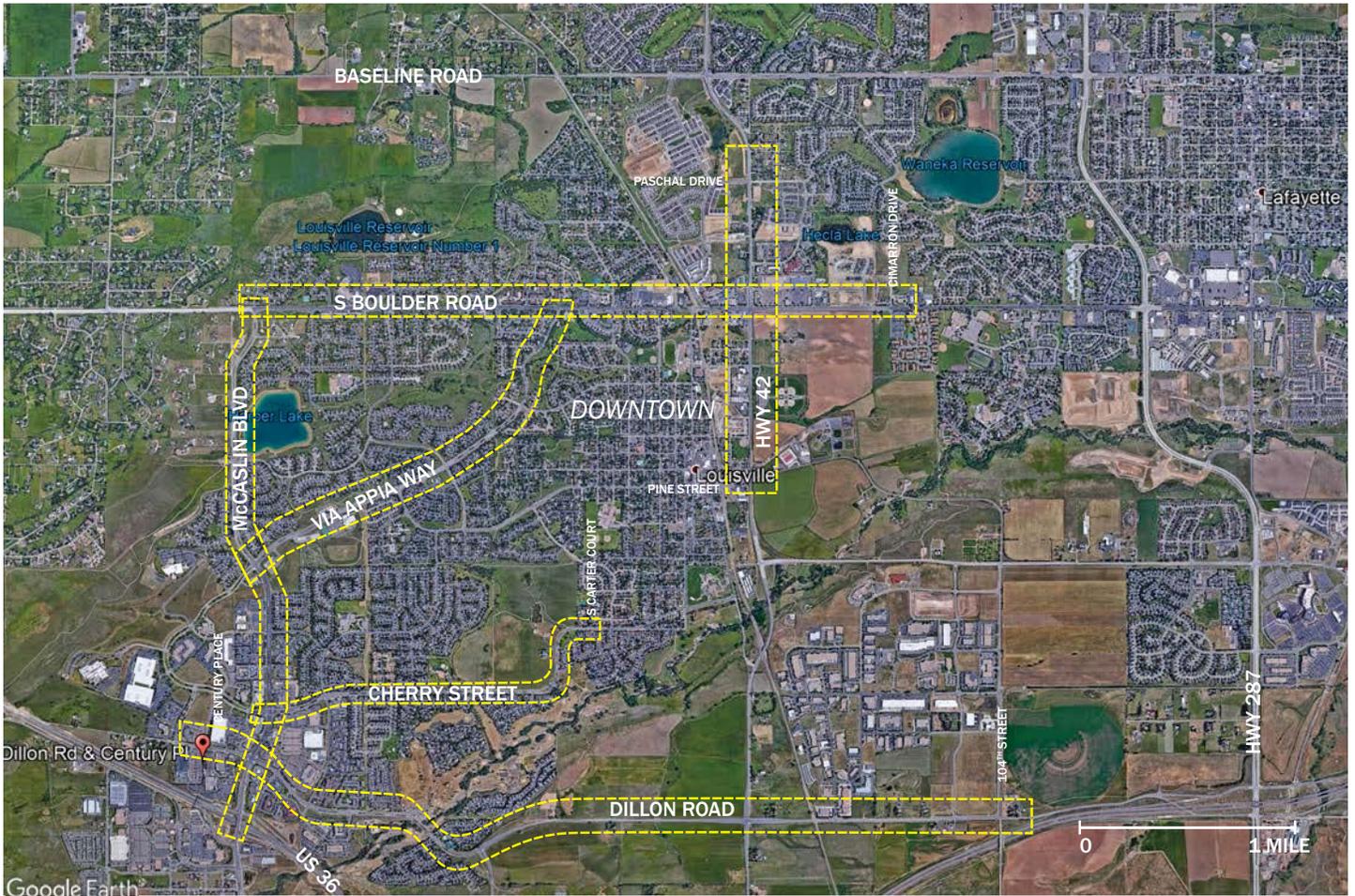


## PREFERRED CONCEPT DESIGN

The preferred concept design (illustrated above) maintains the character of the existing medians and suggests targeted enhancements to improve the appearance and function of the medians. The existing median paving materials are to be preserved and repaired where necessary. A critical element of the design is to update irrigation systems for reduced roadway overspray and lower water consumption. Converting to low-water use turf is a future priority and the turf is best installed along with new irrigation systems.

Additional recommended improvements include introducing a variety of tree species as Ash trees are slowly removed over time due to Emerald Ash Borer infestations. Lastly, large planter pots with seasonal ornamental plantings are placed at key intersections and median noses for an improved identity and aesthetic for Louisville. South Boulder Road will retain its existing character with repairs as needed and Highway 42 is to follow a similar design treatment for consistency.

# MAP OF CORRIDORS



# INTRODUCTION & PROJECT BACKGROUND

The Louisville Median Renovation project began in April of 2018 with MIG, Inc. as the lead consultant along with Avocet Irrigation Design. The scope of the project was to analyze the existing conditions in six corridors and to study design options for renovations and future improvements to the City's medians. The arterial corridors included in the Renovation Study are shown on the map to the left and included the following:

- Cherry Street (McCaslin Boulevard to S Carter Court)
- Dillon Road (Century Place to 104th Street)
- Highway 42 (Pine Street to Paschal Drive)
- McCaslin Boulevard (Highway US 36 to S Boulder Road)
- South Boulder Road (McCaslin Boulevard to Cimarron Drive)
- Via Appia Way (McCaslin Boulevard to S Boulder Road)

The project process began with a City of Louisville Staff project kickoff meeting on May 3rd, 2018 to gather preliminary information for a design framework. The meeting was focused on gathering Staff's input on the existing medians, to prioritize goals for the future design identity of median landscaping in the community, and to arrive at a concept(s) that is vetted and accepted by City Staff, the Parks and Public Landscaping Advisory Board, and Louisville's residents. Key issues identified during the kickoff meeting formed a design framework for MIG to begin studying different concepts for the corridors.

Preliminary design concepts were presented to the City of Louisville Staff on May 23rd. The preliminary concepts were adjusted in response to comments and further refined for a Parks and Public Landscaping Advisory Board (PPLAB) presentation on June 7th. Feedback from the PPLAB meeting was incorporated into refined concepts. The refined concepts were then displayed for comments at a Public Meeting at the Louisville Library on July 19th. The refined concepts were further reviewed on the August 9th PPLAB meeting and a preferred design approach was identified. The following chapters document in further detail the design studies, intermediate milestones, and public process which ultimately led to a preferred design concept for a future renovation of Louisville's medians.

# ANALYSIS OF THE CORRIDORS

The corridor analysis began with a City of Louisville Staff and MIG project kickoff meeting on May 3rd, 2018 to build a framework of project goals to inform the design studies. The meeting began with the question of “what are your thoughts on the existing medians and what are Louisville’s priorities for the future design identity?” Project protocols and communications, a schedule of meetings and deliverables, observations of existing medians and their evolution through time, the definition of a Louisville brand and identity, a visual preference survey, and MIG’s preliminary observations were discussed at the meeting.

Key issues identified during the project kickoff were to:

- Eliminate irrigation overspray on roadways and implement more efficient, well-controlled irrigation systems.
- Reduce bluegrass turf for improved water efficiency over time.
- Consider adding more splash blocks to the edges of medians and to coordinate City standards for hardscape surfacing.
- Establish an Ash tree replacement plan for trees lost to the Emerald Ash Borer.
- Maintain or improve sight distance at intersections and pedestrian crossings.
- Design for longevity and ease of maintenance.
- Determine if art should be added to the medians.
- Consider incorporating additional power for seasonal displays, and

- Incorporate identity elements for the City of Louisville over time.

Public conversations regarding water conservation and herbicide application have been ongoing and needed to be included in the discussion on the future design direction.

**South Boulder Road** was determined to have the best existing character in its largely uniform streetscape aesthetic and established plant character. The consensus was that future improvements would likely be enhancements and repairs to the existing design.

**Highway 42** presents issues for sight distance and drive lane requirements that limit opportunities for adding landscape medians. In addition, Highway 42 is a CDOT managed corridor, which limits the City of Louisville’s options for aesthetic enhancements. The staff direction was to apply similar treatments from South Boulder Road to Highway 42 where possible and to coordinate future improvements with CDOT for aesthetic enhancements.

Neighborhood residents have expressed concerns regarding **Cherry Street’s** eastern end as compared to its more commercial character on the western end near McCaslin Boulevard. These two distinct character zones became the genesis of a concept to establish a transition between the medians in residential areas and those in commercial zones.

**McCaslin Boulevard** also features a transition from retail and office uses on the southern end to a more residential and rural character at the north near Century Place. McCaslin has had recent improvements at the US 36 interchange that conflict with the character in the central zones of the corridor. There was agreement that the primarily Ash tree and bluegrass turf character for McCaslin Boulevard is open to new design considerations and, like other corridors, would require Ash tree mitigation for Emerald Ash Borer infestation.

**Via Appia Way** lacks a consistent design character and has some beds without irrigation, which has caused declining tree and plant health. Via Appia also consists primarily of Ash trees which will need mitigation and the Staff agreed Via Appia would also be open for new design considerations.

**Dillon Road** was found to have the largest transition of character – from mixed commercial to the west near McCaslin Blvd, a residential transition in the central part of the corridor near the golf course, and a more open space, rural character from the Coal Creek Trail and from 88th Street to the east. Noteworthy design elements include the surface drainage channel from Dahlia Street to the Coal Creek Trail and the open space character to the east. There are also existing medians near the Colorado Technology Center without planting that would be easy opportunities for conversion or a demonstration project.

The findings of the analysis of the six corridors included in the study area is summarized and illustrated on pages 10 – 15.

### **Possible Design Elements**

Lastly, a small sample design preference survey of possible design elements and aesthetics was conducted with City of Louisville Staff and those that attended the May PPLAB Meeting. The purpose of the preference survey was to have participants select images of design themes, materials and details that best capture Louisville’s character and identity. The worksheets that were used for the preference survey are shown on pages 16 – 20 and the results of the input received is summarized on page 21.

(NOTE: All of the following analysis images are from Google Earth)

# SOUTH BOULDER ROAD



## Existing Character & Context

- 18 Medians
- Strongest existing character & most tree / shrub diversity
- Highest mix of land uses but largely unified median character (stamped integral color tan concrete throughout)

# HIGHWAY 42



## Existing Character & Context

- 0 Medians, future development
- Agriculture and recreation to east
- Older single family housing to west, mixed commercial / industrial uses at S Boulder Road
- New development / identity opportunity to north

# CHERRY STREET



## Existing Character & Context

- 11 Medians
- Urban - Rural Transition (West to East)
- Retail, residential, and open space transitions

# McCASLIN BOULEVARD



## Existing Character & Context

- 15 Medians
- Retail & office to south: US 36 to Centennial Parkway
- Transition to single family housing at Century Place
- Rural / residential context to north

# VIA APPIA WAY



## Existing Character & Context

- 11 medians
- Civic uses and open spaces to south near McCaslin Boulevard, residential on hillside to north
- Single family housing transition in mid-section near Pine Street
- Neighborhood character to east near Cottonwood Park, but no medians in this area

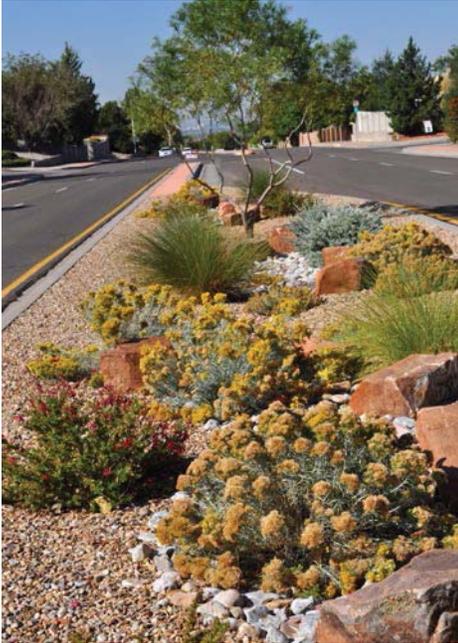
# DILLON ROAD



## Existing Character & Context

- 11 medians
- Mixed commercial to west near McCaslin Blvd
- Multi-family transition at Dahlia Street
- Single family housing transition near golf course, rural character beyond 88th
- Median enhancement opportunity at CO Technology Center

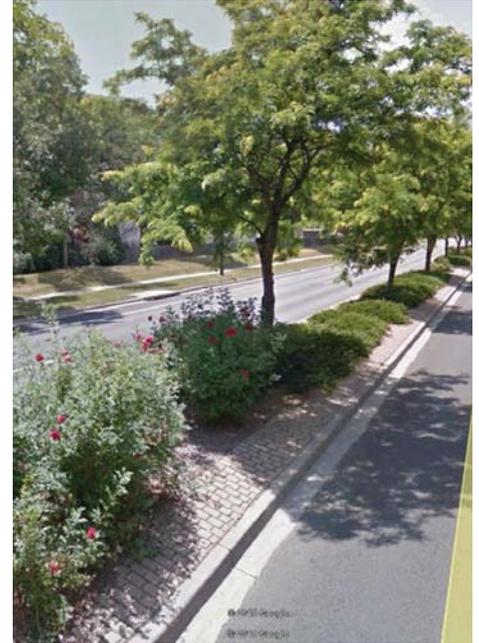
# POSSIBLE PLANTING PALETTES



**XERISCAPE**



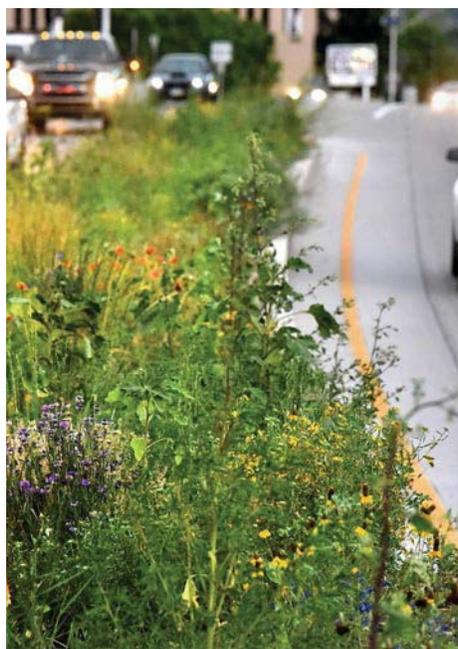
**SHRUB PLANTINGS**



**MIXED SHRUBS** (S BOULDER ROAD)



**PRAIRIE INFLUENCE PLANTINGS** (STAPLETON DENVER)



**MIXED WILDFLOWER PLANTINGS** (DURANGO)

RESULTS: MIXED SHRUBS PREFERRED

NOTE: MARK PREFERENCES FROM HIGH (1) TO LOW (3)

# POSSIBLE DESIGN AESTHETICS



**NATURALIZED / RURAL**



**FORMAL**



**ANGULAR / GEOMETRIC**



**CURVILINEAR**

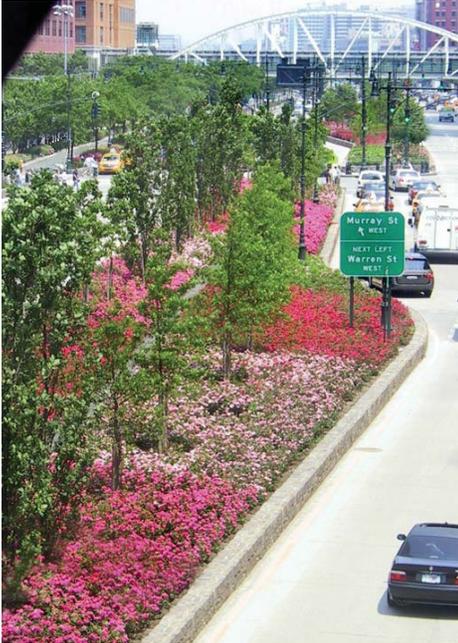


**GARDEN / INFORMAL**

RESULTS: CURVILINEAR & GARDEN /  
INFORMAL PREFERRED

NOTE: MARK PREFERENCES FROM  
HIGH (1) TO LOW (3)

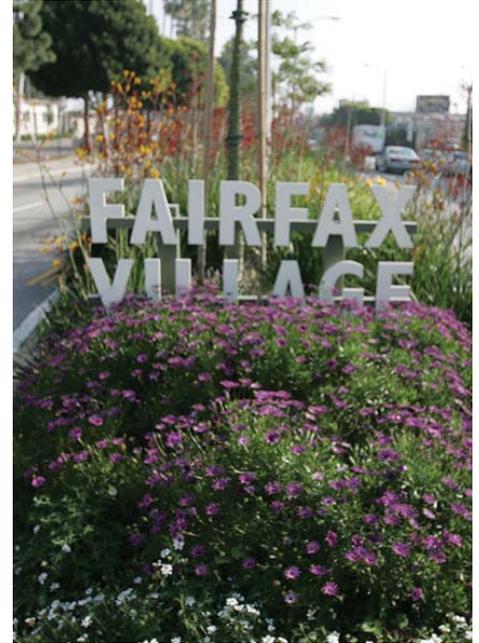
# POSSIBLE GATEWAY AND IDENTITY FEATURES



**BOLD PLANTINGS**



**WALLS / LANDSCAPE FEATURES**



**SIGNAGE / NEIGHBORHOOD IDENTITY**



**LANDSCAPE / SEASONAL LIGHTING**



**PUBLIC ART**

RESULTS: BOLD PLANTINGS & PUBLIC ART PREFERRED

NOTE: MARK PREFERENCES FROM HIGH (1) TO LOW (3)

# POSSIBLE HARDSCAPE MATERIALS



**THERMOPLASTIC MARKERS**  
(TEMPORARY OR INEXPENSIVE ROAD DIET)



**PLAIN GRAY CONCRETE WITH ACCENTS** (DENVER)



**INTEGRAL COLOR CONCRETE WITH VARYING FINISHES** (BOULDER)



**UNIT PAVERS**  
NOTE: MARK PREFERENCES FROM HIGH (1) TO LOW (3)



**RED SANDSTONE** (LYONS)



**MORTARED STONE** (ALTERNATE)  
RESULTS: INTEGRAL COLOR CONCRETE & UNIT PAVERS PREFERRED

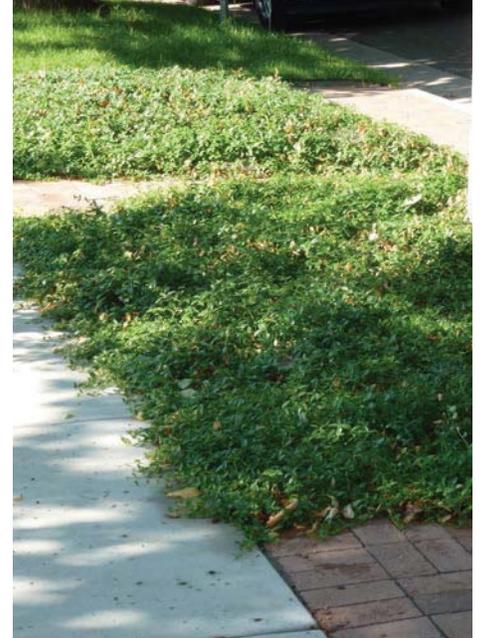
# POSSIBLE GROUND PLANE TREATMENTS



**ROCK MULCH**



**WOOD MULCH**



**GROUNDCOVER**



**LOW-WATER USE TURF**



**MIXED MULCHES & BOULDERS**

RESULTS: ROCK MULCH PREFERRED

NOTE: MARK PREFERENCES FROM HIGH (1) TO LOW (3)

# VISUAL PREFERENCE RESULTS

## VISUAL PREFERENCE SURVEY

Note: Preferences are ranked from 1 (first choice) to 3 (least preferable)

PLANTING PALETTE	XERISCAPE	SHRUB PLANTING	MIXED SHRUBS	PRAIRIE	WILDFLOWER	COMMENTS
	3	2	1			red = staff comments
	3	1	2			bluegrass on cherry street
	2	3	1			
	3	1	2			
	3	2	1			like boulders & evergreens, no wildflowers
	1	3		2		
	3	2	1			
	2	1	3			maybe prairie in rural areas
	2		1	3		no meadow 'looks weedy'
	2		1			reduce junipers
	2	3	1			
<b>MOST COMMON PREFERENCE</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>#N/A</b>		
<b>AVERAGE CHOICE</b>	2.36	2.00	1.40	2.50	0.00	<b>MIXED SHRUBS PREFERRED</b>

DESIGN AESTHETIC	NATURALIZED	FORMAL	ANG. / GEOMETRIC	CURVILINEAR	GARDEN / INFORMAL	COMMENTS
				3	2	1
			2	3	1	
			3		2	1
			2		1	3
			1		3	2
	3		2			naturalized ok outside of town
	3				1	2
			1		2	no geometric or informal
			2		3	1
			1		3	no naturalized, have in open spaces
			2		1	2
			2		1	3
<b>MOST COMMON PREFERENCE</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>	
<b>AVERAGE CHOICE</b>	3.00	1.78	3.00	1.90	1.78	<b>CURVES &amp; INFORMAL PREFERRED</b>

GATEWAY / IDENTITY FEATURES	BOLD PLANTINGS	WALLS / FEATURES	SIGNAGE / IDENTITY	LIGHTING	PUBLIC ART	COMMENTS
				1	2	3
					3	1
	3					1
					3	2
	2					1
	2			3		1
		2		1		3
	1				2	3
	3	1			2	no sandstone slabs, no neighborhood relations
	1	1		3	2	
	1				3	2
					3	West Des Moines, Iowa as example
<b>MOST COMMON PREFERENCE</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	
<b>AVERAGE CHOICE</b>	1.86	1.71	2.00	2.43	1.89	<b>PUBLIC ART &amp; BOLD PLANTINGS PREFERRED</b>

HARDSCAPE MATERIALS	THERMOPLASTIC	PLAIN GRAY / ACCENTS	INTEGRAL CONCRETE	UNIT PAVERS	STONE	COMMENTS
				3	2	1
			1	3		2
	2		3		1	stone in old town areas
			3	2		1
			3		1	2
			1		2	3
			3		1	2
				2	1	3
				2	1	3
				2	1	3
			2		1	3
<b>MOST COMMON PREFERENCE</b>	<b>#N/A</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>3</b>	
<b>AVERAGE CHOICE</b>	2.00	2.29	2.13	1.38	2.22	<b>UNIT PAVERS &amp; I.C. CONCRETE PREFERRED</b>

GROUND PLANE TREATMENT	ROCK MULCH	WOOD MULCH	GROUND COVER	LW TURF	MULCH / BOULDERS	COMMENTS
	3			1		2
	1				2	3
	2				3	1
	1				2	3
		1				2
	1		2		3	
	1			3		2
	1			1	3	2
	1			3	2	rock mulch looks messy with leaves
	2			3		1
<b>MOST COMMON PREFERENCE</b>	<b>1</b>	<b>#N/A</b>	<b>3</b>	<b>2</b>	<b>2</b>	
<b>AVERAGE CHOICE</b>	1.44	1.50	2.20	2.50	2.00	<b>ROCK MULCH PREFERRED</b>

# PRELIMINARY CONCEPT DESIGN STUDIES

Preliminary design studies followed the corridor analysis and Staff/PPLAB input. The studies considered two uniform identity treatments, meaning the same application would be applied to all six corridors for a uniform look and character. Other options would apply corridor specific treatments to establish a unique character on each road. There was a clear consensus that South Boulder Road was to retain its existing identity with repairs as needed and that future enhancements for Highway 42 would utilize the same design themes and materials as South Boulder Road (see pages 36 and 37).

The Preliminary Design Concepts Studies are described below. The materials and finishes considered are illustrated on pages 24 and 25.

**The first uniform identity option** considered was a low-cost, minimum effort which would mitigate Ash trees, retrofit irrigation systems to avoid overspray, replace bluegrass turf with low-water use turf over time for water conservation, and to possibly introduce art or identity elements at desired locations. This option would keep the existing exposed aggregate concrete paving material in the median noses with repair as needed (see page 24).

**The second uniform identity option** explored creating a Louisville specific identity. The existing paving materials in the median noses would be replaced with integrally colored concrete in deep brown or mahogany color. The concrete would utilize alternating directions of broom finish to provide a subtle texture contrast that creates a distinctive pattern in sunlight. Planting treatments are richer in this option with informal shrub and perennial beds between 5' minimum strips of turf for ease of maintenance on roadway edges. Irrigation retrofits and low-water use turf are also encouraged in this option (see page 25).

The preliminary concepts also looked at the option of creating distinctive design identities for the corridors. The design highlights for each corridor are described below and illustrated on pages 24 – 35.

**McCaslin Boulevard** was divided into two sections – a retail zone and a rural zone. The key retail zone features included replacing a segment of the exposed aggregate noses with a three-color blend of unit pavers for an enhanced finish and a concrete patterned pedestal with a large cast- concrete planter for seasonal plantings. Behind the large planter pot is a flowering shrub bed as a backdrop. The retail zone should take note of sightlines toward existing businesses and signs by grouping trees and plantings to avoid blocking views. Plantings here are more formal shrub masses between trees that would be surrounded by a 5’ minimum width low-water use turf mow-strip for ease of maintenance. The rural zone, beginning at Washington Ave and going north, features similar detailing in the nose paver strip, concrete pedestal with a planter pot, and informal rather than formal shrub plantings between trees.

**Cherry Street** was informed by its rural residential character. The split rail fencing on the private properties adjacent the corridor was abstracted in the form of linear red sandstone slabs to resemble rural fence lines. The red sandstone is also used in the median nose as an accent –snap-cut sandstone can provide visual appeal and is often a low-cost, leftover product from larger slabs. Shrub planting bands are used between trees and

sandstone “fence lines”, and there are opportunities for enhanced shrub planting and public art at the median noses. Irrigation replacements and low-water use turf are also encouraged in this option.

**Via Appia Way** utilized the civic character near McCaslin as its primary design influence – many of the civic buildings have a brick base as a common design element. The brick material is also found in the roadway pavers at the fire station. The design has a brick feature wall that can house signage or wayfinding elements, a red brick nose infill, and a red brick splash strip to protect from road salts, all of which add to the civic character of the corridor. The planting character was thought of as more formal in nature with masses of upright plants between larger infill areas of low-water use turf and improved irrigation. Via Appia also has opportunities for future public art near key civic buildings and open space entrances.

**Dillon Road** uses the surface drainage ditch and Coal Creek Trail as a unifying element throughout the corridor. The design uses an abstract dry creek drainage character with large boulders as the accents in a rock mulch infill. The planting design is thought of as a meandering shrub band to further play on the dry creek aesthetic, and turf is eliminated altogether. Irrigation would be limited to drip irrigation at shrub areas.

# PRELIMINARY CONCEPT DESIGN STUDIES

## Character: Uniform Identity Corridors



Left: Concrete Character  
(Light tan color shown for reference.  
Proposed color a deep red-brown)

## Character: McCaslin Corridor



Far left: Unit Paver Character  
(3 colors, contemporary pattern)

Left: Large planter pot with annual plantings

## Character: Cherry Street



Far left: Vertical Sandstone Slabs

Left: Rural Fencing Concept, design to utilize vertical sandstone slabs in lieu of picket fencing

**Character: Via Appia Way**



*Far left: Civic Buildings with Brick Base*

*Left: Existing Brick-style Concrete Pavers at Fire Station*

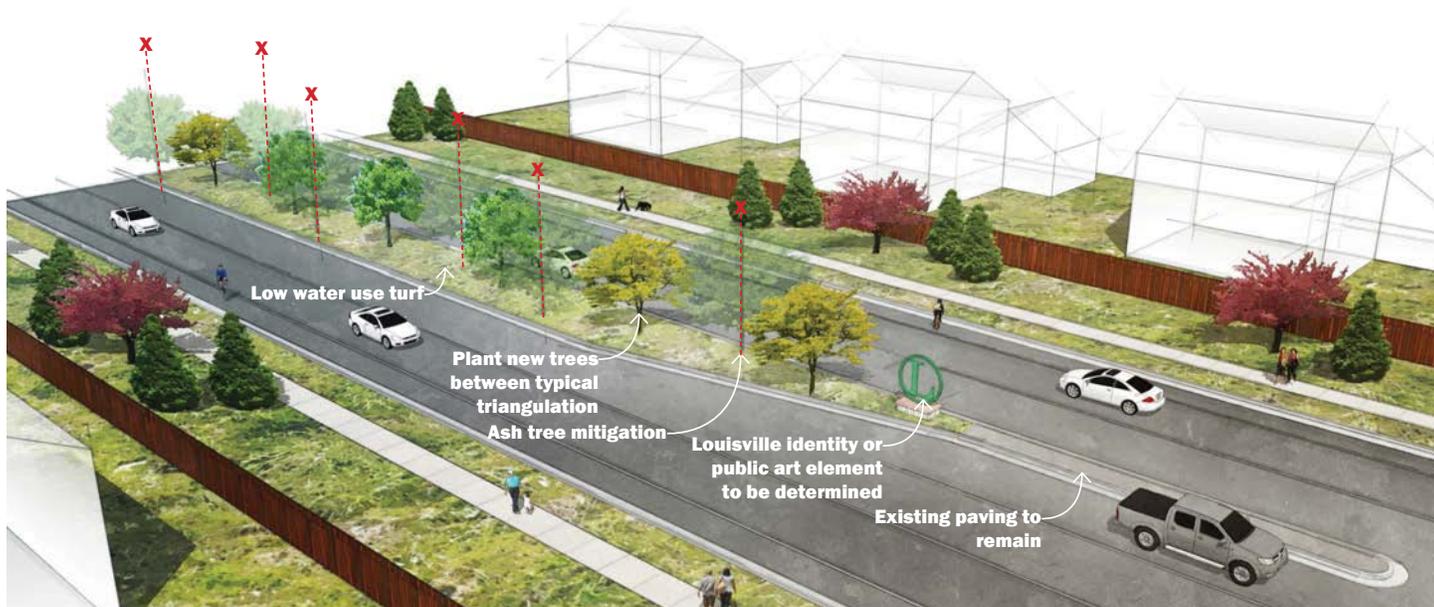
**Character: Dillon Road**



*Far left: Surface drainage channel along Dillon Road*

*Left: Coal Creek Trail access and open space character transition*

# OPTION 1: MINIMUM TREATMENT



## Concept

1. Ash tree mitigation - plant new trees between typical triangulated Ash trees (all corridors)
2. Replace turf with low-water use turf (5' minimum width for irrigation)
3. Insert identity elements / art pieces

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

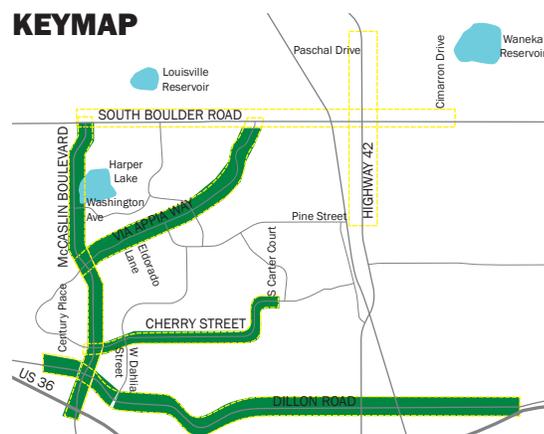
## Median Enlargement



## Feedback

1. Minimize irrigation overspray on roadways.
2. Add more tree diversity--four species in succession are preferred. Bur Oak, Swamp White Oak, and Catalpas are desirable. Avoid planting Maples, Lindens, and Kentucky Coffee Tree due to poor performance in roadway conditions.
3. Buffalo grass is a native grass that can avoid mowing.

## KEYMAP



# OPTION 2: UNIFORM IDENTITY



## Median Enlargement

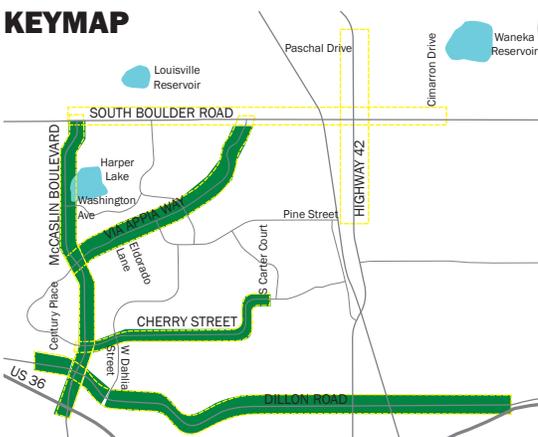


## Concept

1. Red-brown integral color concrete noses with splash strip where applicable, alternate broom finish direction
2. Mixed shrub beds in garden / informal style planting, opportunity for public art
3. Low-water use turf (5' minimum width)

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## KEYMAP



## Feedback

1. Preference for integral color concrete. Easy replacement of materials must be considered.
2. At first, Staff preferred corridor specific designs whereas the PPLAB preferred uniform designs.
3. There is little cleaning in existing pavement, so new designs must be low maintenance.
4. Showing art work is preferred for future recommendations.

# OPTION 3: McCASLIN BOULEVARD - RETAIL ZONE



## Concept

1. White concrete formliner plinth with sandstone cap and large planter pot
2. Accent unit paver band in concrete sawcut
3. Central shrubs in patterned planting with side strips of native turf (5' minimum width)

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

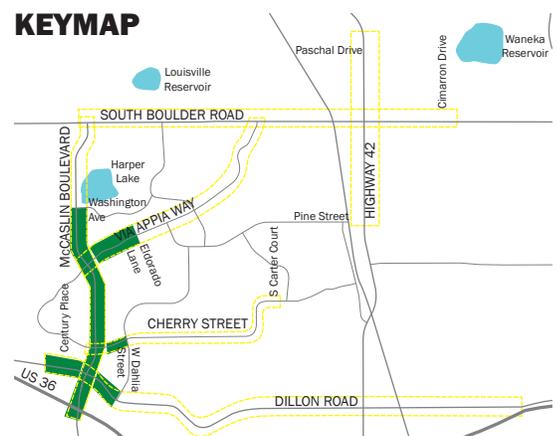
## Median Enlargement



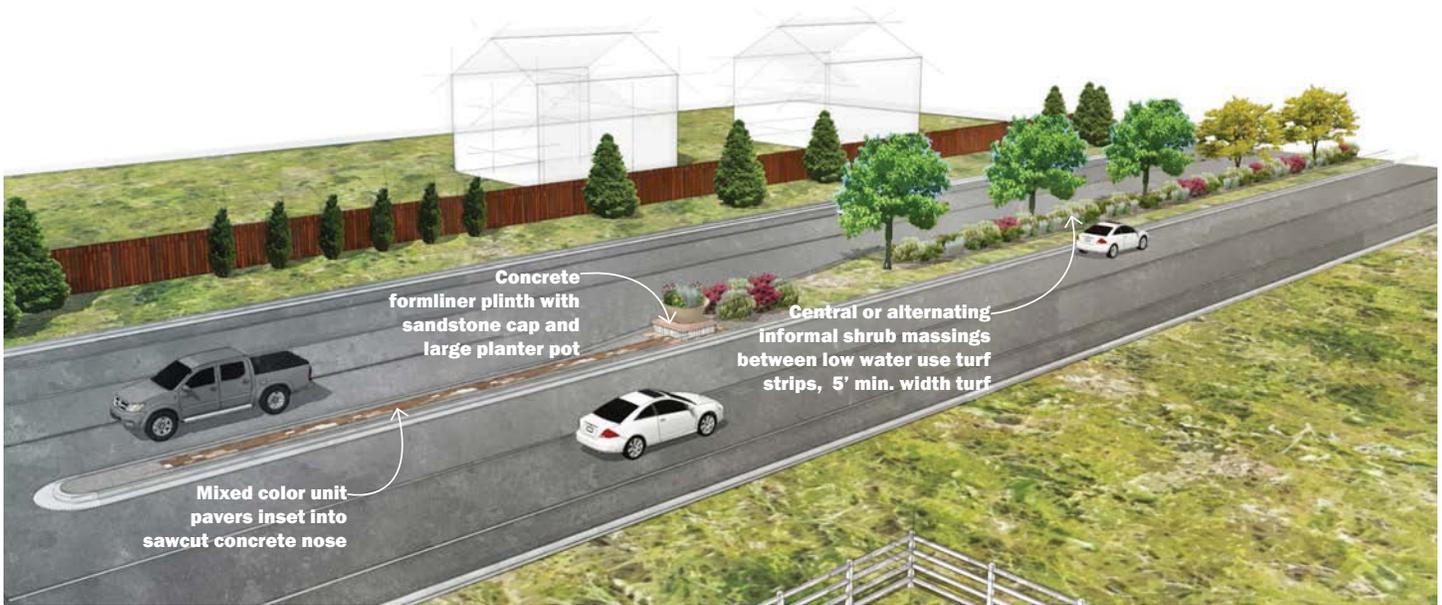
## Feedback

1. Protect view corridors to businesses with openings in trees. Groupings of trees versus even spacing are preferred.
2. Water restrictions may impact shrub plantings during drought years.
3. General preference for planter pot and annual plantings for color.

## KEYMAP



# OPTION 4: McCASLIN BOULEVARD - RURAL ZONE



## Median Enlargement

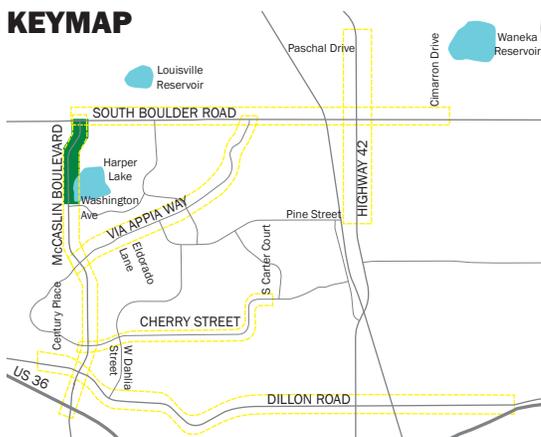


## Concept

1. White concrete formliner plinth with sandstone cap and large planter pot
2. Accent unit paver band in concrete sawcut
3. Central shrubs in garden style / informal planting with side strips of native turf (5' minimum width)

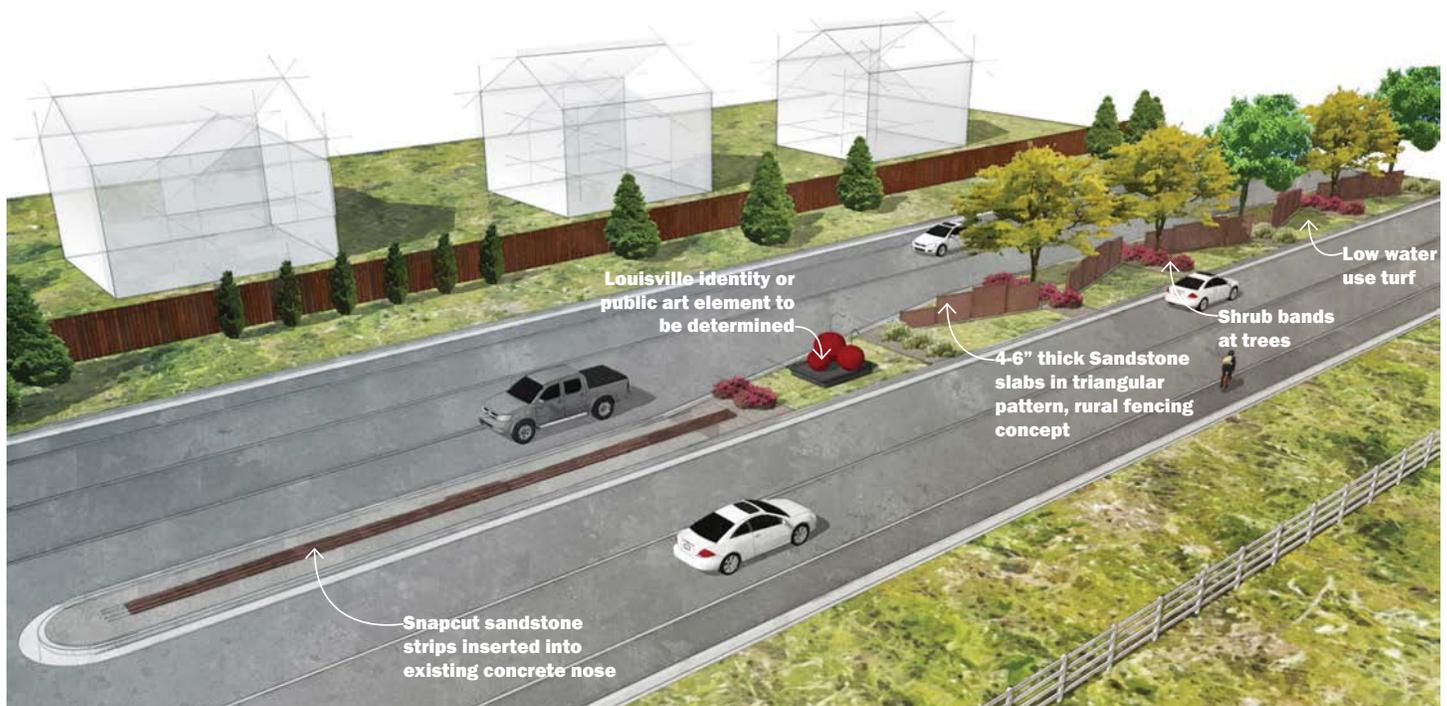
**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## KEYMAP



4. The PPLAB mentioned McCaslin as the “future of Louisville” for competition with Superior and should have a higher level of investment.

## OPTION 5: CHERRY STREET (Aerial view)



### Concept

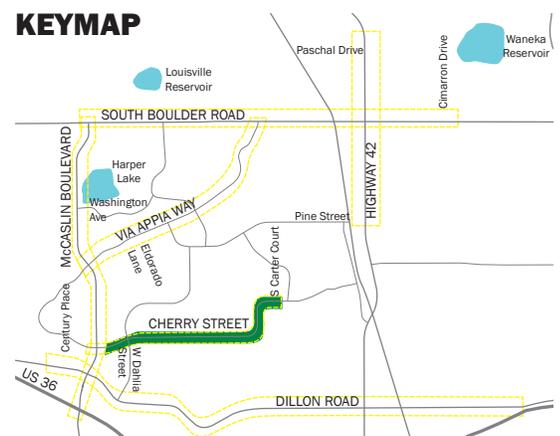
1. Sandstone slabs in triangular pattern used as abstracted countryside fencing
2. Saw-cut strip in median noses and insert snapcut sandstone strips
3. Replace turf with low-water use turf, accent with shrub bands, public art opportunity

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

### Feedback

1. There are concerns of heights for views through medians and sight triangles.
2. A mow strip between shrub bands will be helpful.
3. Plantings must be maintenance contractor friendly.
4. Too much variation in slabs is undesirable, and this option seems a maintenance burden.
5. Boulders could be a better fit than slabs.

### KEYMAP



# OPTION 5: CHERRY STREET (Ground-level view)

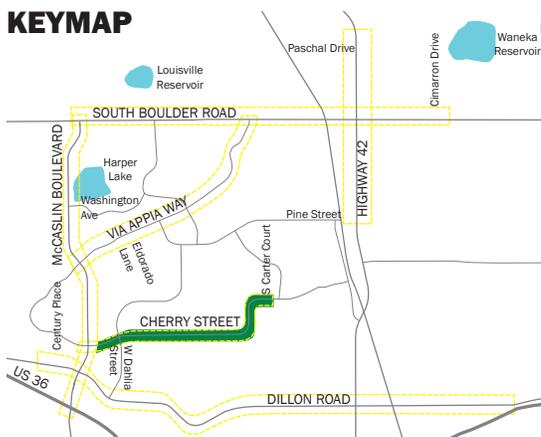


## Concept

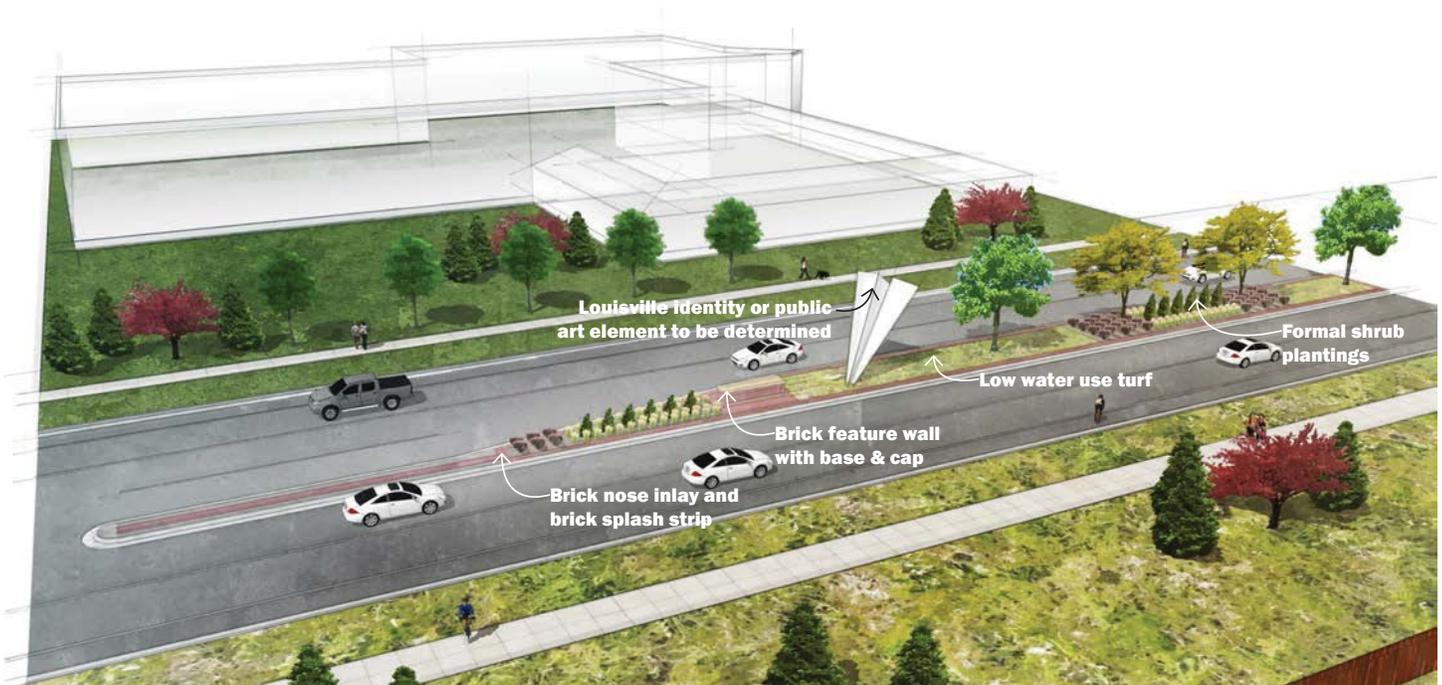
1. Sandstone slabs in triangular pattern used as abstracted countryside fencing
2. Saw-cut strip in median noses and insert snapcut sandstone strips
3. Replace turf with low-water use turf, accent with shrub bands, public art opportunity

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## KEYMAP



## OPTION 6: VIA APPIA WAY (Aerial view)



### Concept

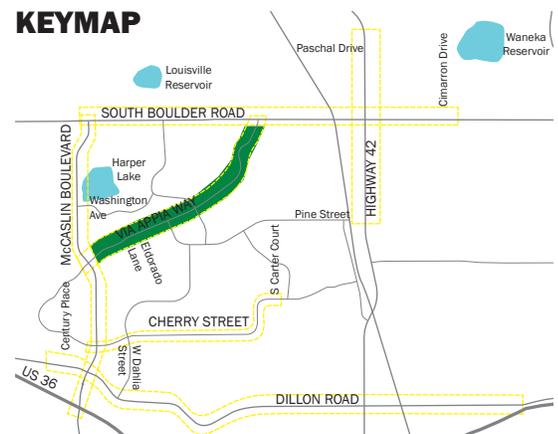
1. Brick feature wall with base and cap to reflect civic character
2. Brick splash strip and nose insert for civic character, public art opportunity
3. Formal shrub plantings from curb to curb with low-water use turf between

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

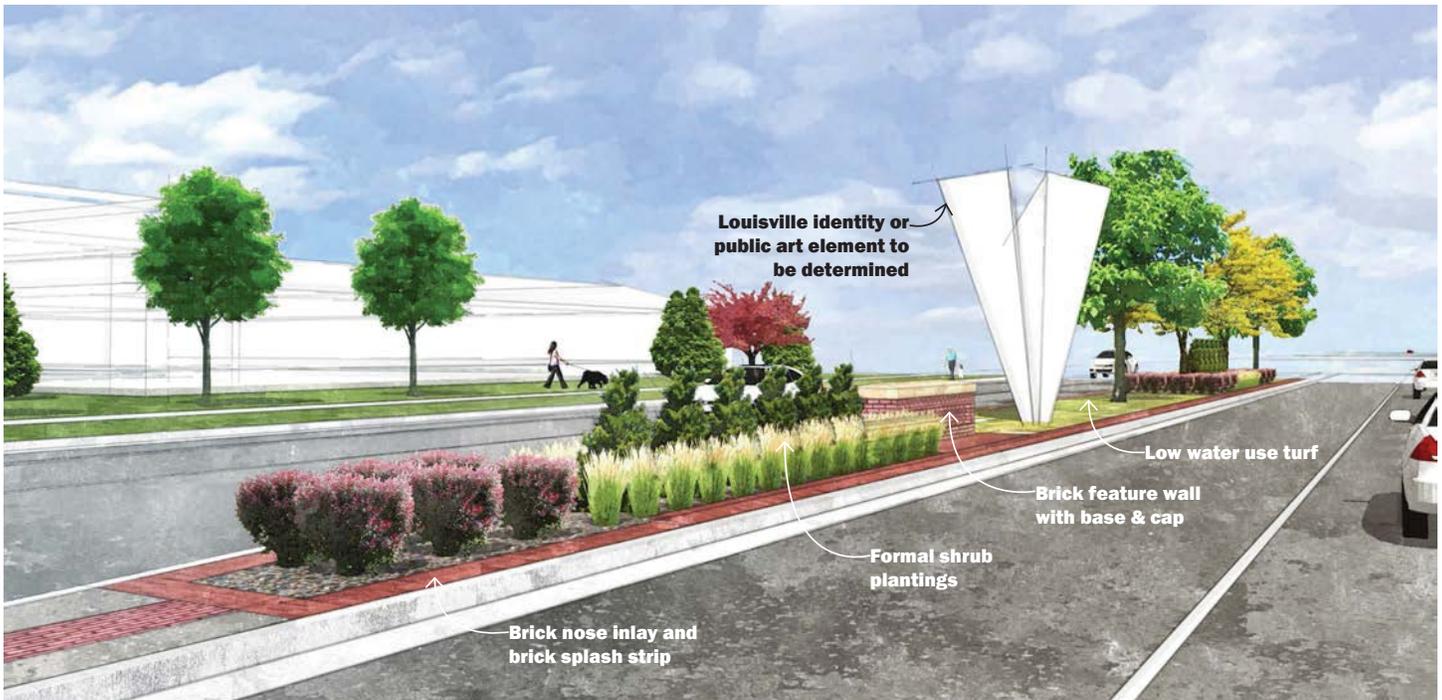
### Feedback

1. Use lower planting heights closer to intersections (less than 36”).
2. Less of a preference for formal plantings.
3. Avoid columnar evergreens—low spreading plants are preferred.

### KEYMAP



## OPTION 6: VIA APPIA WAY (Ground-level view)

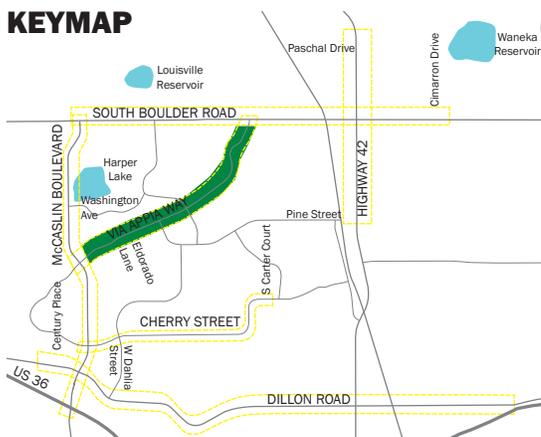


### Concept

1. Brick feature wall with base and cap to reflect civic character
2. Brick splash strip and nose insert for civic character, public art opportunity
3. Formal shrub plantings from curb to curb with low-water use turf between

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

### KEYMAP



## OPTION 7: DILLON ROAD (Aerial view)



### Concept

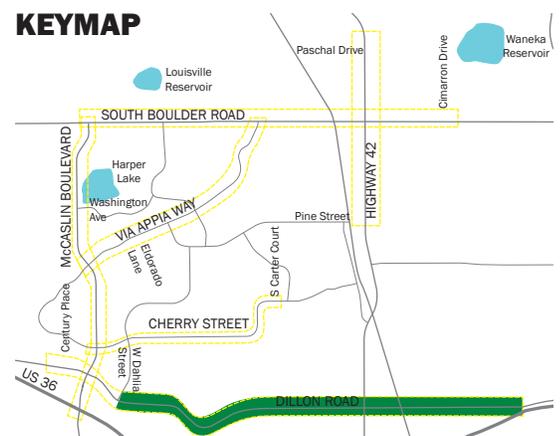
1. Dry creek concept to match existing drainage channel & Coal Creek Trail
2. Cobble groundcover with meandering shrub bands
3. Large boulders of varying heights for identity

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

### Feedback

1. There are concerns of plant material growing out into the roadway. Utilize plantings more centered in the medians.
2. The use of annual color near the golf course is a desired element to repeat. Neighboring Superior is seen as competition to Louisville with recent improvements.
3. Concerns of weeds in rock mulches / cobbles

### KEYMAP



## OPTION 7: DILLON ROAD (Ground-level view)

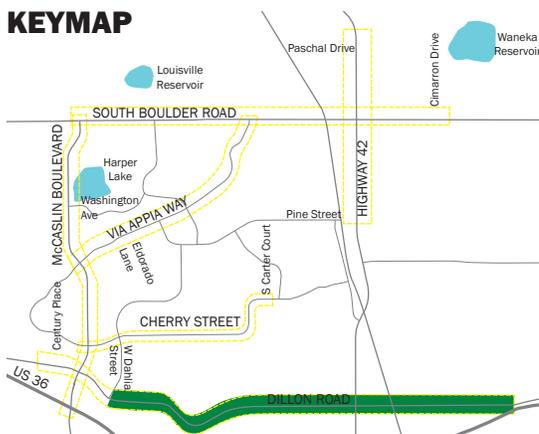


### Concept

1. Dry creek concept to match existing drainage channel & Coal Creek Trail
2. Cobble groundcover with meandering shrub bands
3. Large boulders of varying heights for identity

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

### KEYMAP



### Feedback

4. Boulders are more desired than sandstone slabs.

# OPTION 8: SOUTH BOULDER ROAD - RENOVATION



## Concept

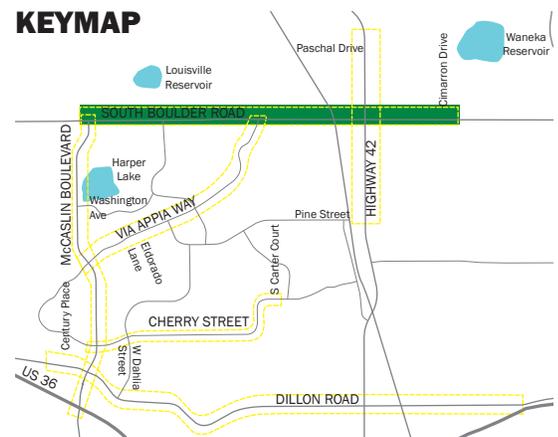
1. Retain & enhance existing character
2. Alternating juniper & flowering shrub plantings
3. Retain cobble pattern stamped concrete as standard splash strip and nose finish
4. Repair and replace materials as needed

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## Feedback

1. This is the lowest priority road for improvements as existing conditions are generally desirable.
2. This treatment survived the last drought remarkably well. The current design is functional and looks good.
3. Update irrigation and make repairs as needed to match the existing design.
4. Replace wood mulch with rock mulch.

## KEYMAP



# OPTION 9: HIGHWAY 42 - FUTURE OPPORTUNITIES



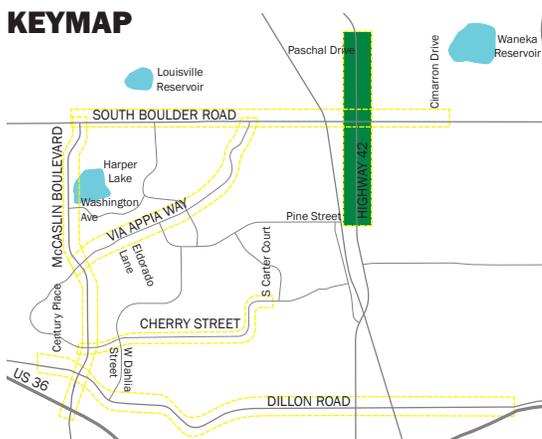
## Concept

1. Utilize medians for pedestrian crossing refuges at new developments (*6' minimum width for pedestrian refuges recommended*)
  2. Utilize medians in sections of large paving at intersections for traffic calming (*14' minimum median recommended for turn lane typical (10' lane, 4' nose)*)
  3. Match materials & character for South Boulder Rd.
- \*Note:** Placement of all planting and design elements to account for sight distance requirements.

## Feedback

1. Improvements on Hwy 42 are more difficult due to CDOT regulations and joint open space negotiations.
2. Current roadway plans are underway for new lane controls.

## KEYMAP



# REVISED CONCEPT DESIGN STUDIES

## MAY 23<sup>rd</sup> STAFF MEETING

Early staff comments at the May 23<sup>rd</sup> meeting indicated that corridor specific designs were preferred to uniform treatments. Signs and art were noted to have future potential in improvements to help differentiate corridors. Maintenance and longevity of materials were of high importance as the medians are contracted for maintenance, and improvements should be contractor friendly and not require special training for the maintenance staff. Replacing materials over time should also be easy to coordinate.

Other key issues to address included showing more tree diversity in the mitigation of Ash trees and to consider impacts on plant materials during future drought years. Sight triangles and view corridors to existing business are also important. Plant materials should retain heights below 36" if possible, particularly at intersections. The City of Louisville Design Standards establish the requirements for tree and shrub plantings and should serve as a guideline for future design projects.

## JUNE 7<sup>th</sup> PPLAB MEETING

Comments from the June 7<sup>th</sup> PPLAB meeting included having colorful annuals or perennials in medians as desirable – this currently happens at the golf course on Dillon Road near Coal Creek and in large planters near downtown. Neighboring Superior was mentioned as competition to Louisville with recent improvements on roadways near their retail areas and McCaslin was seen as the street to invest in so Louisville is better able to compete. Large planters near downtown were also identified as desired elements to be repeated. Several comments expressed concerns about weed growth in brick or concrete unit paving materials and in landscape areas. A mix of evergreen and flowering plant materials in informal patterns rather than formal arrangements was also desired.

In contrast to early staff comments, the PPLAB remarked that uniform treatments were desired over road specific designs. The preferred nose and paving material for the medians was a brushed concrete and paver insets also were of interest. The Cherry Street sandstone slabs were not a desirable treatment as they have too much variation, could potentially block views, and would likely suffer a lack of maintenance over time. Boulders could be a better fit rather than the sandstone slabs.

## **JULY 19<sup>th</sup> PUBLIC MEETING**

Via Appia's formal planting strategy was not desired, and evergreen plants should be more spreading shrubs rather than upright in character. Dillon Road had concerns of weed growth in cobbles and with shrubs spreading into the roadway – shrubs here should remain more centered in the median. The boulders here were more desirable than the slabs shown in Cherry Street.

South Boulder Road current streetscape character was determined to be functional and desirable. Enhancements could include irrigation upgrades, repairs to match the existing design elements, and replacing wood mulch with a rock mulch for improved wind resistance.

The revised concept designs incorporated the feedback from the meetings with Staff and the PPLAB and were reduced in scope to a uniform minimum treatment option, three uniform options for residential areas, and two uniform options for retail areas to help differentiate retail and residential zones and to study different materials and planting types. These concepts were presented in a well-advertised PPLAB Meeting/Open House on July 19th at the Louisville Public Library. Comments on the options are described on the following pages in the comment boxes at the bottom of each page. General requests were to coordinate with the Sustainability Advisory Board and to post the options on the City's website for more widespread review opportunity.

# REVISED CONCEPT DESIGN STUDIES

## Character: Minimum Treatment



*Existing Median Nose Material  
(Exposed aggregate concrete)*

## Character: RESIDENTIAL OPTION A: Paver Blend with Shrub Bands



*Unit Paver Character  
(Red brick / warm color blend to  
match existing context)*

## Character: RESIDENTIAL OPTION B: Integral Color Concrete with Meandering Planting



*Left: Concrete Character  
(Light tan color shown for reference.  
Proposed color a deep red-brown)*

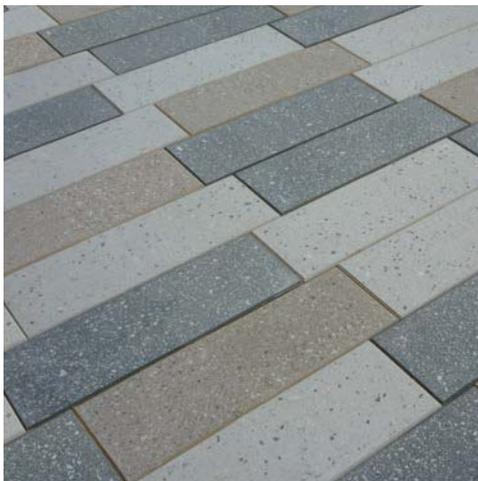
**Character: RESIDENTIAL OPTION C: Sandstone with Informal Planting**



*Far left: Irregular shrub planting with boulders*

*Left: Sandstone paving character*

**Character: RETAIL OPTION A: Paver Blend with Formal Planting**



*Far left: Unit Paver Character (3 colors, contemporary pattern)*

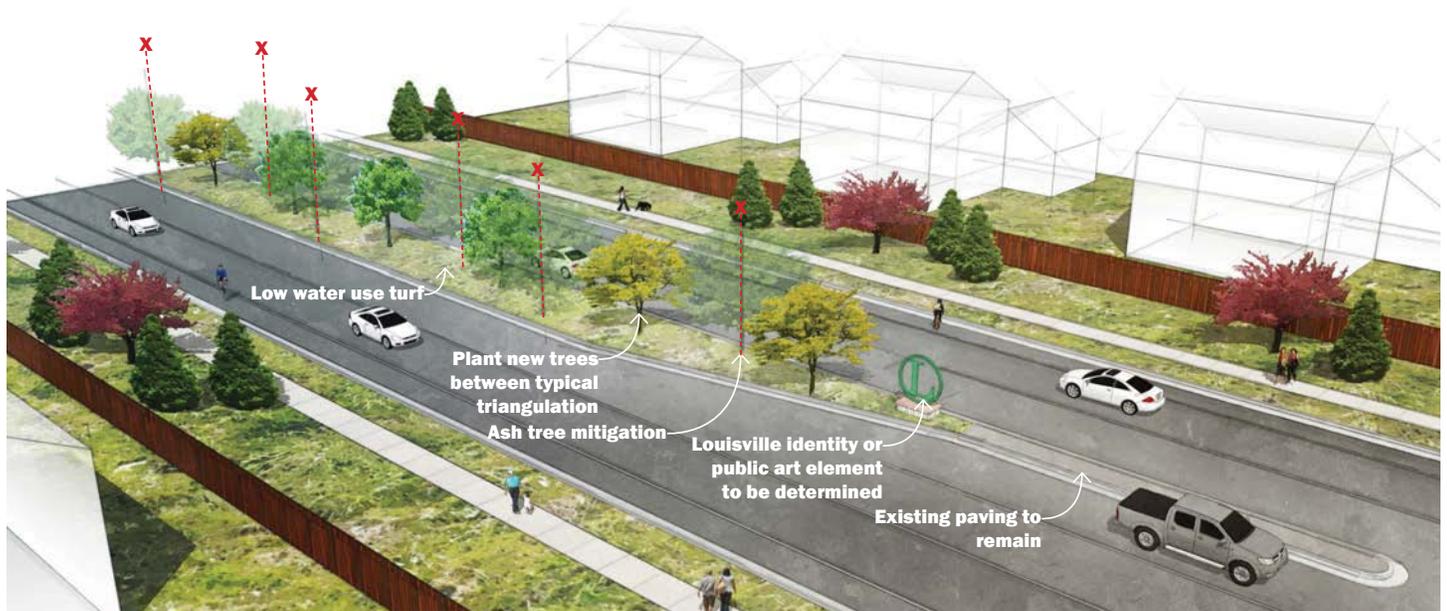
*Left: Large planter pot with annual plantings*

**Character: RETAIL OPTION B: Integral Color Concrete with Informal Planting**



*Left: Concrete Character (Light tan color shown for reference. Proposed color a deep red-brown)*

# OPTION 1: Minimum Treatment



## Concept

1. Ash tree mitigation - plant new trees between typical triangulated Ash trees (all corridors)
2. Replace turf with low-water use turf (5' minimum width for irrigation)
3. Insert identity elements / art pieces

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

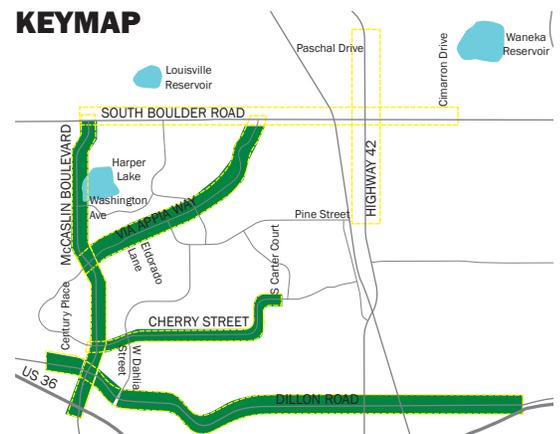
## Median Enlargement



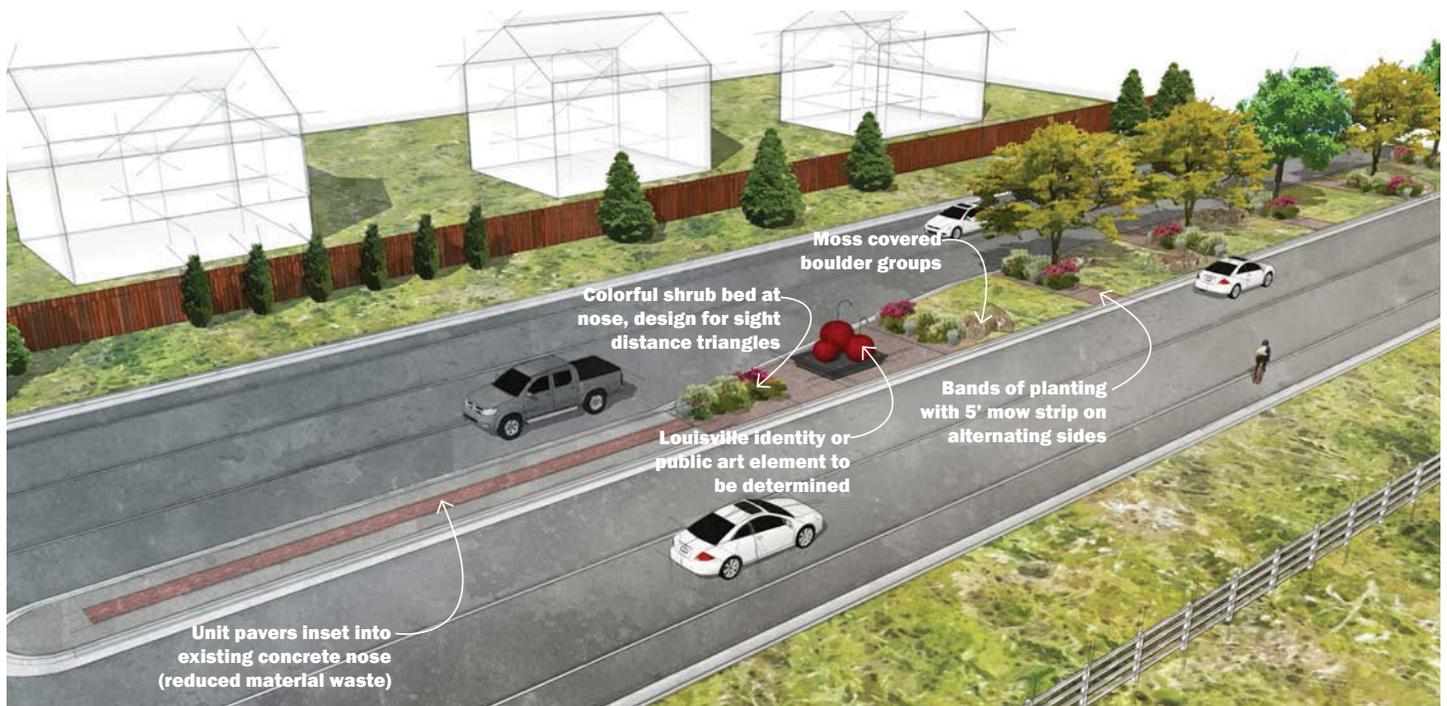
## Feedback

1. Consider removing turf altogether. Will there be public push-back for keeping bluegrass?
2. How will the selected turf / groundcover look in drought years?
3. Coordinate turf colors for eventual replacement.

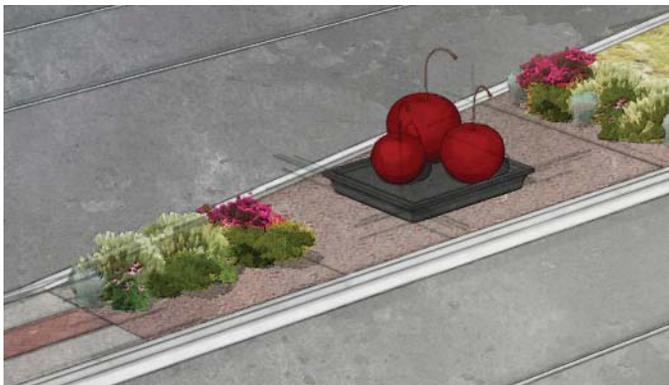
## KEYMAP



# RESIDENTIAL OPTION A: Paver Blend with Shrub Bands



## Median Enlargement

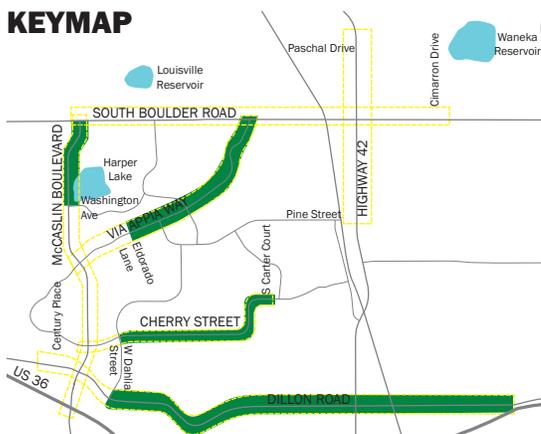


## Concept

1. Saw-cut existing concrete and Insert accent unit paver band (reduced material waste)
2. Cross-cut shrub and perennial bands (with mower access strip on alternating sides)
3. Low-water use turf areas (5' minimum width)

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

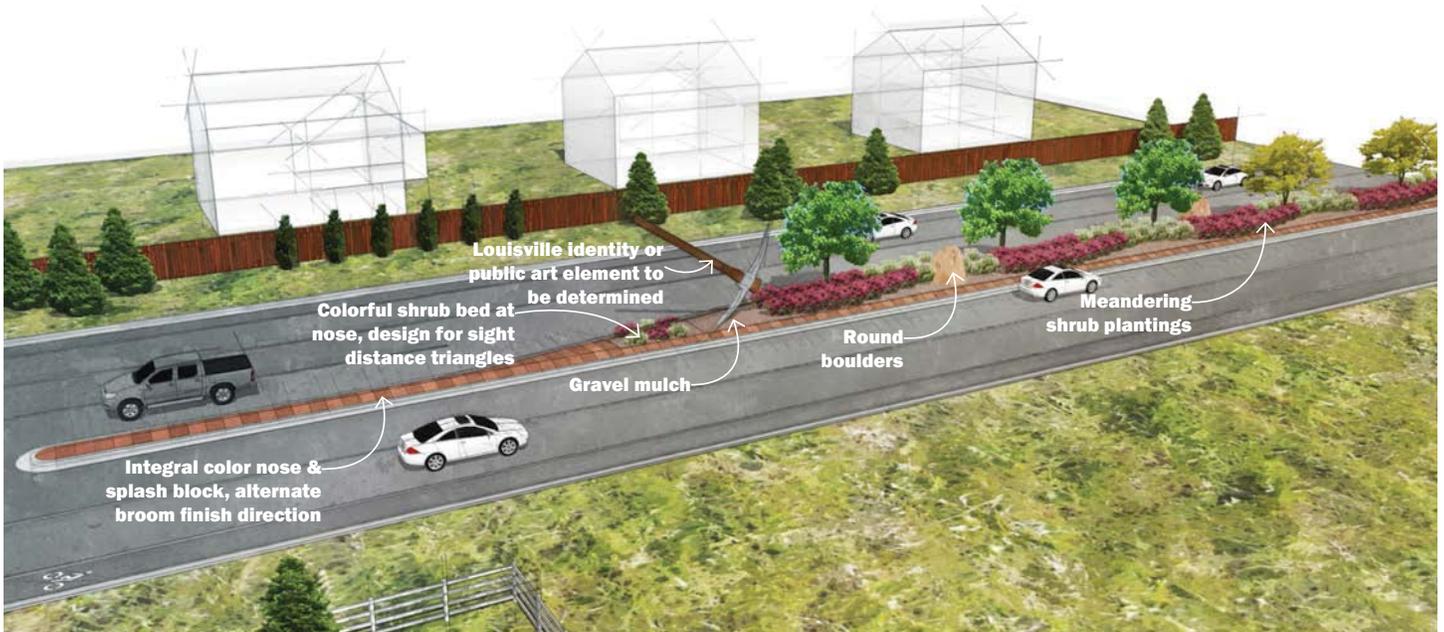
## KEYMAP



## Feedback

1. Consider sight lines.
2. Consider pollinator friendly native plants.

# RESIDENTIAL OPTION B: Integral Color Concrete with Meandering Planting



## Concept

1. Red-brown integral color concrete noses with splash strip where applicable, alternate broom finish direction (disposal of existing concrete)
2. Meandering shrub beds in gravel mulch with scattered boulders
3. Public art opportunities

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

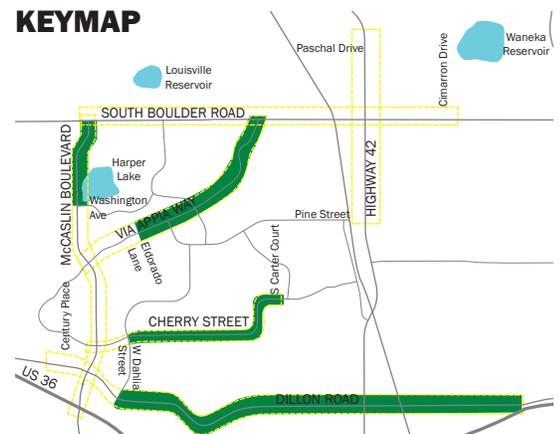
## Median Enlargement



## Feedback

1. Consider sight lines.

## KEYMAP



# RESIDENTIAL OPTION C: Sandstone with Informal Planting



## Median Enlargement

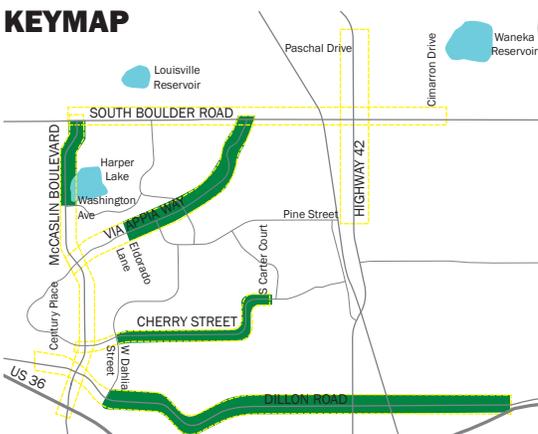


## Concept

1. Saw-cut strip in existing concrete median noses and insert snapcut sandstone strips (reduced material waste)
2. Sandstone slabs mixed into irregular shrub planting
3. Replace turf with low-water use turf, public art opportunities

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## KEYMAP



## Feedback

1. Consider sight lines.
2. Flagstone slabs with rock mulch between is desired.

# RETAIL OPTION A: Paver Blend with Formal Planting



## Concept

1. White concrete formliner (patterned) base with sandstone cap and large planter pot with annual flowers
2. Saw-cut existing concrete and Insert accent unit paver band (reduced material waste)
3. Central shrubs in formal planting with side strips of native turf (5' minimum width)

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

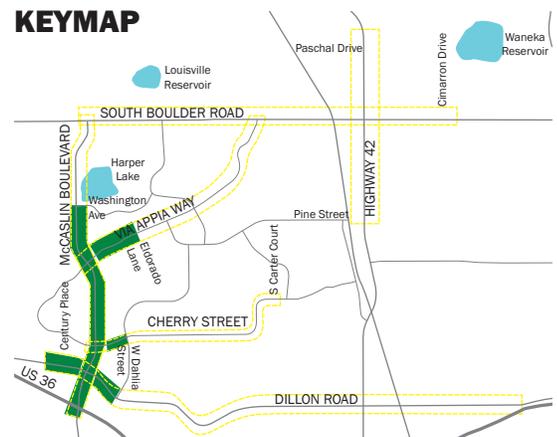
## Feedback

1. General preference for large planters, plant grasses in middle for winter interest.
2. Repetition of color in shrub planting is too much. Stretch out further, (i.e. 10 feet pre 10 miles per hour road speed).
3. Consider transitions between retail and residential
4. Red and mahogany brick preferred for references to existing bricks in town.
5. Consider sight lines.

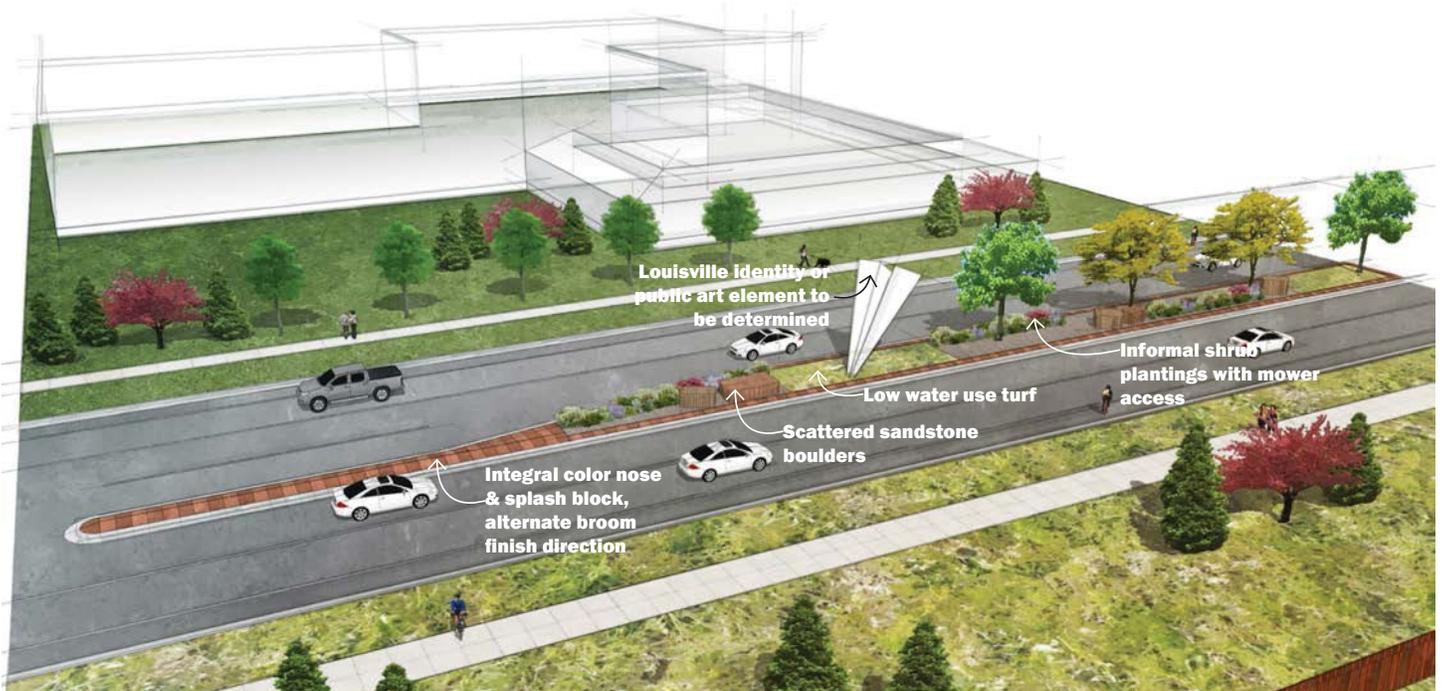
## Median Enlargement



## KEYMAP



# RETAIL OPTION B: Integral Color Concrete with Informal Planting



## Median Enlargement

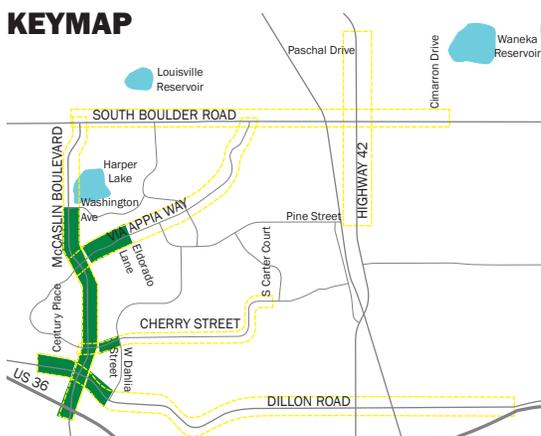


## Concept

1. Red-brown integral color concrete noses with splash strip where applicable, alternate broom finish direction (disposal of existing concrete)
2. Informal shrub plantings in gravel mulch, scattered sandstone boulders, replace existing turf with low water use turf
3. Public art opportunities

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

## KEYMAP



## Feedback

1. Uniform treatment options are preferred.
2. Should contrasting colors of rock mulches be studied rather than monochromatic? Mixing eventually occurs.
3. 3/4" to 1" rock mulches are preferred.
4. Consider sight lines.

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# PREFERRED CONCEPT DESIGN & FUTURE RECOMMENDATIONS

## PREFERRED CONCEPT DESIGN

The August 9th PPLAB meeting determined a preferred concept for the future redevelopment of Louisville's medians. The approach is largely based on the uniform minimum treatment option along with some enhancements. The preferred design includes:

- Maintain existing the exposed aggregate concrete hardscapes in the medians and repair as needed.
- Upgrade existing irrigation systems over time to reduce overspray onto roadways, reduce water consumption and to better maintain turf and plant material.
- Consider replacing the existing Kentucky Bluegrass turf over time with a low-water use alternative. This is best done after the irrigation system is renovated in each median.
- Mitigate Ash trees over time and replace with more of a more divers variety of trees that will survive in the right-of-way setting.
- Replace existing shrub plantings with low water use turf for ease of maintenance and reduced herbicide application.
- Place large planters at the end of medians just behind the exposed aggregate concrete noses for colorful seasonal plantings.
- Large planters can possibly be replaced with future public art elements as budgets allow.
- Retain the existing character and plant material on South Boulder Road and repair as needed.

## FUTURE RECOMMENDATIONS

The City of Lakewood has begun the process of testing new xeriscape median treatments and replacing their existing medians. Lakewood can offer valuable input on how these designs have performed over time since their installation.

A critical design element will be adding in more tree species diversity as the majority of the existing median trees are Ash trees, which are soon to be in decline from the Emerald Ash Borer epidemic. Additional species diversity will help safeguard against the detrimental effects of monoculture. The following species have opportunities as viable options:

*Bur Oak*

*Swamp White Oak*

*Catalpa*

*Western Hackberry*

*Honey Locust*

*Hybrid American Elm (Dutch Elm Disease resistant cultivars)*

*Japanese Zelkova*

*London Plane Tree*

Due to over-planting, Honey Locust plantings should be minimized. The following trees were recommended to avoid planting due to poor performance in roadway conditions and minimum salt tolerance:

*Lindens*

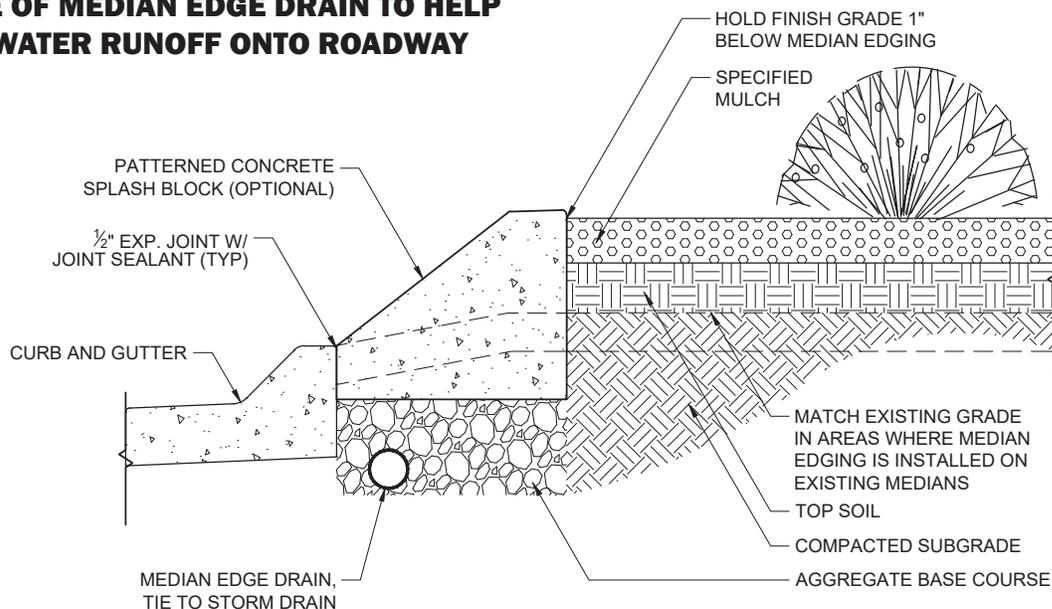
*Maples*

*Kentucky Coffee Tree*

**POSSIBLE METHODS TO MINIMIZE IRRIGATION OVERSPRAY/WATER ONTO ROADWAYS**

1. Install pop-up heads with check valves. Check valves eliminate low head drainage of lateral piping after each time zone is operated.
2. Install spray heads in square spacing pattern. Square patterning eliminates inherent overspray onto hard surfaces which occurs when heads are installed in triangular spacing pattern.
3. Install a moisture sensor in turf and/or bed areas. Moisture sensor(s) could eliminate unneeded operation of median irrigation zones if sufficient moisture already exists in the soil profile. Moisture sensors are typically used to globally shut-down a controller’s irrigation watering cycle when possible for increased water economy. Control systems exist (i.e. Baseline Control Systems) that allow multiple moisture sensors to be installed in the landscape and have specific valves assigned to react to specific sensors (i.e. turf zones would be assigned to a sensor installed in a turf area, shrub bed zones would be assigned to a sensor located in a shrub bed, and so forth).
4. Install wind sensor (for example Hunter Wind-Click) to measure wind speeds. Wind sensors shut down the irrigation system when a user-selected wind speed (12-35 mph typically) is reached. Irrigation will resume when wind speed falls below the user-selected re-set wind speed (8-24 mph typically). This device is commonly wired to shut-down the controller’s watering schedule via a common wire interrupt.
5. Utilize rotary nozzles such as the Hunter MP Rotator or Rain Bird R-VAN nozzles, which can be used in areas from 7 feet to 35 feet in width. The water streams from these nozzles are less susceptible to wind drift as compared to traditional spray nozzles. However, rotary nozzles require more pressure at the heads (40-45 PSI) compared to spray nozzles (30 PSI). Changing nozzle types alone is likely to negatively affect performance without adequate pressure. It is recommended that system pressure of 40-45 PSI be confirmed before retro-fitting with rotating nozzles.
6. Install edge drains at curbs to intercept sub-drainage before reaching the pavement section. (See detail below)

**EXAMPLE OF MEDIAN EDGE DRAIN TO HELP REDUCE WATER RUNOFF ONTO ROADWAY**



## LOUISVILLE MEDIANS

TYPICAL UNIT COSTS (2018 DOLLARS)

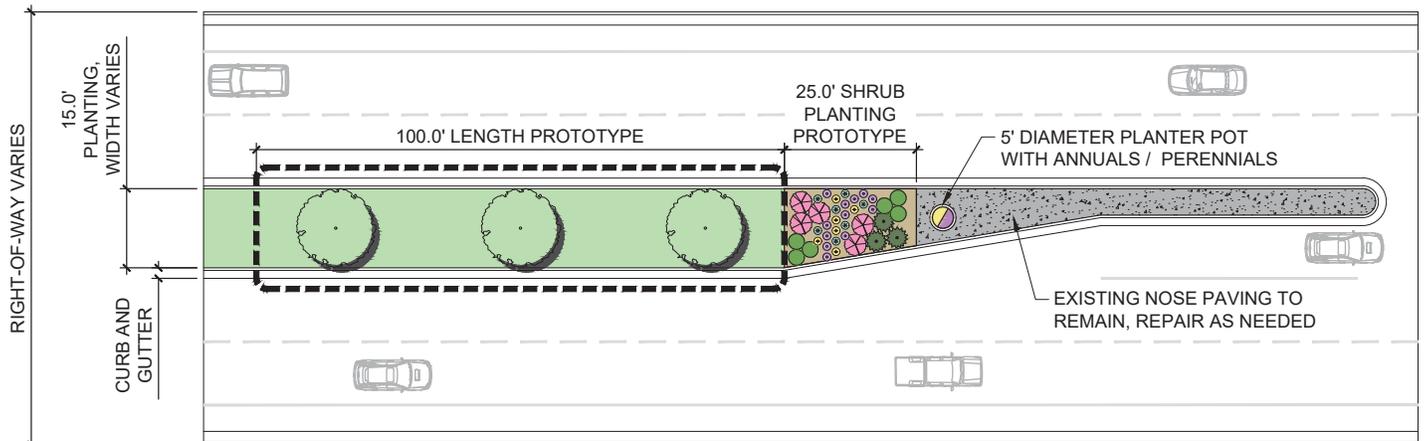
### INTERIOR LANDSCAPE MEDIAN ZONES (15' WIDE X 100' LENGTH TYPICAL)

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
CLEAR/GRUB PLANTING AREAS	1500	SQ FEET	\$ 0.80	\$ 1,200.00
TURF-LOW WATER USE SOD	0	SQ FEET	\$ 4.00	\$ -
TURF-LOW WATER USE SEED MIX	1500	SQ FEET	\$ 1.00	\$ 1,500.00
IRRIGATION (ROTARY)	1500	SQ FEET	\$ 1.75	\$ 2,625.00
SHADE TREES, 2.5" CALIPER	3	EACH	\$ 750.00	\$ 2,250.00
ORNAMENTAL TREES	0	EACH	\$ 625.00	\$ -
<b>TOTAL</b>				\$ 7,575.00
<b>COST / SQ FT</b>				\$ 5.05

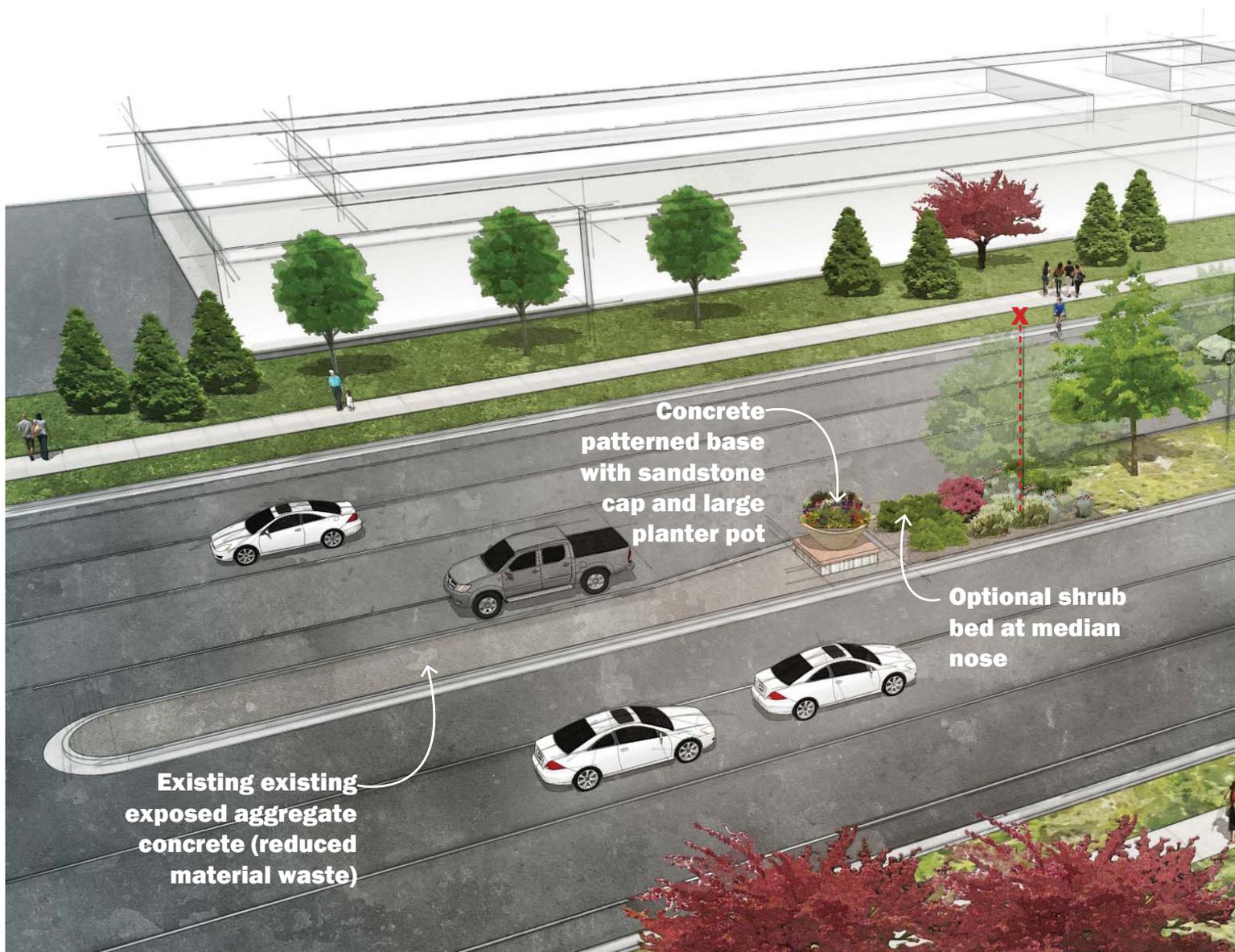
### MEDIAN NOSES (15' x 25' LENGTH SHRUB AREA TYPICAL)

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
CLEAR/GRUB PLANTING AREAS	375	SQ FEET	\$ 0.80	\$ 300.00
IRRIGATION (DRIP)	375	SQ FEET	\$ 2.25	\$ 843.75
DECIDUOUS SHRUBS	9	EACH	\$ 65.00	\$ 585.00
EVERGREEN SHRUBS	9	EACH	\$ 80.00	\$ 720.00
PERENNIALS	25	EACH	\$ 30.00	\$ 750.00
STEEL EDGING	15	LIN FEET	\$ 3.00	\$ 45.00
MULCH & PREPARATION (NO FABRIC)	375	SQ FEET	\$ 3.00	\$ 1,125.00
LARGE PLANTER POT, BASE, & IRRIGATION	1	EACH	\$ 3,750.00	\$ 3,750.00
PLANTER POT ANNUAL PLANTING	1	EACH	\$ 250.00	\$ 250.00
<b>TOTAL</b>				\$ 8,368.75
<b>COST / SQ FT</b>				\$ 22.32

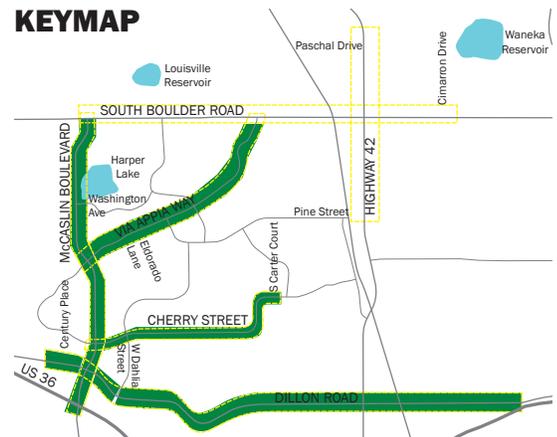
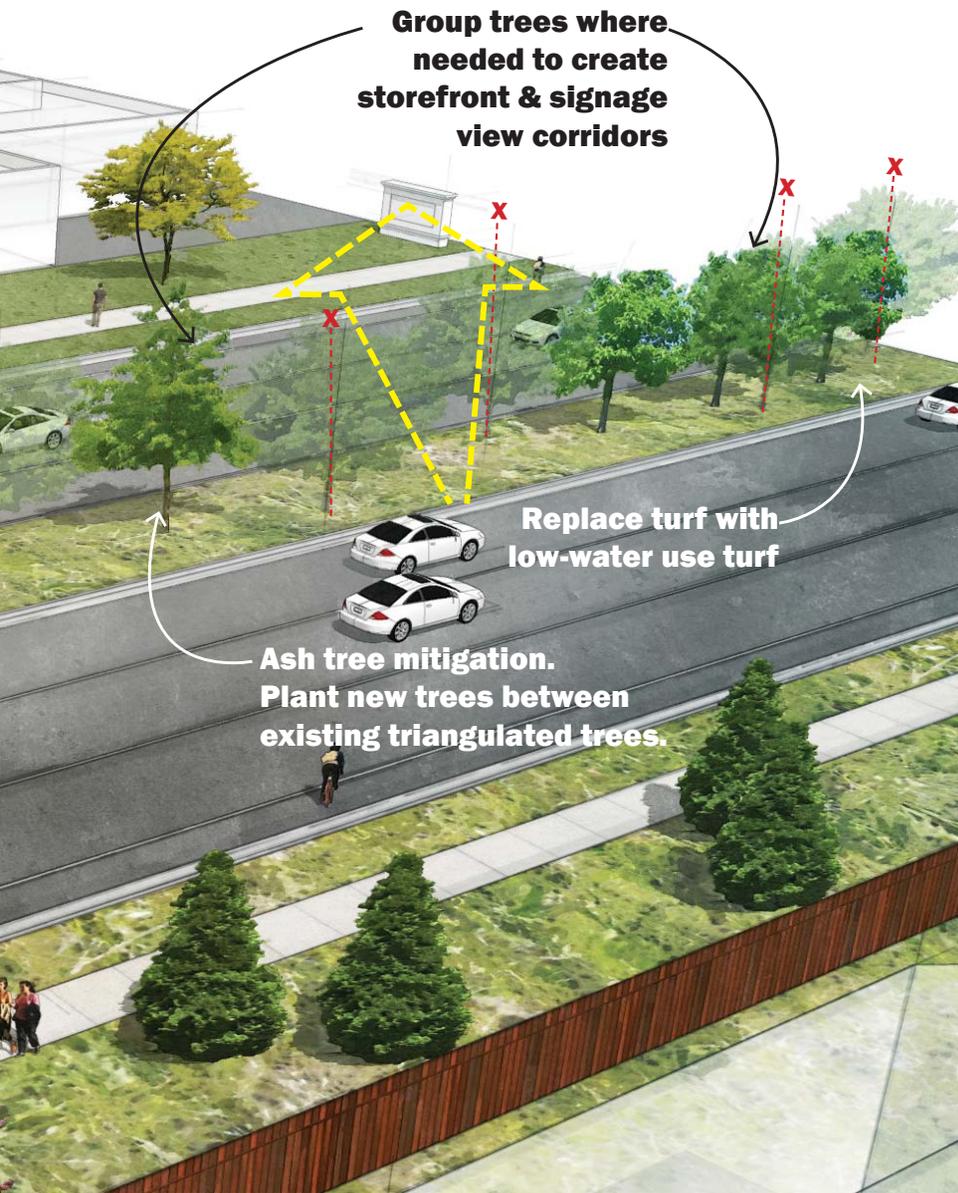
NOTE: ALL UNIT COSTS SHOULD INCLUDE AN INFLATION FACTOR FOR EACH YEAR BEYOND THE DATE OF THIS REPORT.



## Preferred Concept Design



- Maintain existing the exposed aggregate concrete hardscapes in the medians and repair as needed.
- Upgrade existing irrigation systems over time to reduce overspray onto roadways, reduce water consumption and to better maintain turf and plant material.
- Consider replacing the existing Kentucky Bluegrass turf over time with a low-water use alternative. This is best done after the irrigation system is renovated in each median.
- Mitigate Ash trees over time and replace with more of a more divers variety of trees that will survive in the right-of-way setting.
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- Place large planters at the end of medians just behind the exposed aggregate concrete noses for colorful seasonal plantings.
- Large planters can possibly be replaced with future public art elements as budgets allow.
- Retain the existing character and plant material on South Boulder Road and repair as needed.

**\*Note:** Placement of all planting and design elements to account for sight distance requirements.

*End of Report*





CITY OF LOUISVILLE  
**MEDIAN RENOVATION**

PREPARED BY



518 17<sup>th</sup> Street  
Suite 630  
Denver, CO 80202



**DESIGN BUILD SERVICES  
FOR  
MEDIAN LANDSCAPE RENOVATIONS**

**City of Louisville, Parks and Recreation Department  
717 MAIN STREET, LOUISVILLE, CO 80027  
PH: (303) 335-4735  
[www.louisvilleco.gov](http://www.louisvilleco.gov)**

**Project Number: 301313-660103**

**PREPARED BY:  
CITY OF LOUISVILLE, COLORADO  
PARKS & RECREATION DEPARTMENT**

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## AGREEMENT

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between:

**CITY OF LOUISVILLE, COLORADO**  
**(hereinafter called OWNER or CITY)**

And

**DESIGNSCAPES COLORADO**  
**(hereinafter called DESIGN-BUILD FIRM)**

WHEREAS, CITY desires to acquire the services of DESIGN-BUILD FIRM to complete the Median Landscape Renovations Project, City Project Number: 301313-660103 (the "Project"), at various traffic medians within the City, which medians (the "Project Site") are further set forth in in Exhibit T, Scope of Work.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, OWNER and DESIGN-BUILD FIRM agree as follows.

### **SECTION 1. CONTRACT DOCUMENTS.**

- A. The Contract Documents consist of this Agreement, the Amendments, and Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made part of this Agreement (all of said documents, including this Agreement, being referred to herein as the "Contract Documents"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project Site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) The Agreement, including Amendments and Exhibits; (2) Change Orders; (3) Work Directive Changes; (4) Field Orders; and (5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire agreement between parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. City shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished upon request, at the cost of reproduction.

### **SECTION 2. SCOPE OF WORK.**

- A. Generally, Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design of, and all labor, materials, supplies and other items and services necessary for the construction of the Project ("Work") as set forth in Exhibit T, Scope of Work, and for all other services necessary for the construction of the Project.

B. Design-Build Firm's Responsibility with respect to Design.

1. The Design-Build Firm and the City will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount of time as defined in Section 5. As Construction Drawings and Specifications are being completed, the Design-Build Firm will keep the City advised of the effects of any City requested changes on the Contract Time Schedule and/or the Total Contract Amount. Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the City and incorporated in exhibits. These Drawings and Specifications shall remain the property of the City and may be used by the City on this or other projects without the written consent of the Design-Build Firm.

**SECTION 3. CONTRACT AMOUNT.**

In consideration of the faithful performance by Design-Build Firm of the Work to the full satisfaction and acceptance of City, City shall pay the Design-Build Firm, in accordance with Exhibit U, Fee Schedule, for Work requested and rendered under this Agreement, a total not to exceed **TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00)** ("Total Contract Amount").

Design-Build Firm's Exclusive Remedy: In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by an act or neglect of the City, or is attributable to the City, the Design-Build Firm's sole and exclusive remedy is an extension of the of the construction completion date

**SECTION 4. BONDS.**

- A. Design-Build Firm shall provide Performance and Labor and Material Payment Bonds, in the form prescribed in Exhibit B, in the amount of one hundred (100%) of the Total Contract Amount, the cost of which shall be paid by Design-Build Firm.
- B. If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Colorado, or it ceases to meet the requirements imposed by the Contract Documents, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of the Agreement.

**SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.**

- A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the commencement date established in each Phase's Notice to Proceed ("Commencement Date"). No Work shall be performed at the Project Site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Work shall be substantially completed within one hundred fifty nine (159) calendar days from the Commencement Date. The work shall be fully completed and deemed ready by the City for final completion within one hundred seventy three (173) calendar days from Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling one hundred thirty (173) calendars days ("Contract Time").

B. City and Design-Build Firm recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if the Work is not substantially completed within the time specified in the Scope of Work. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, City shall be entitled to assess, as liquidated damages, but not as a penalty, **FIVE HUNDRED, \$500.00** for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the City on the date the City's Representative certifies in writing that the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Owner shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided in the Fee Schedule.

C. Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

## **SECTION 6. EXHIBITS INCORPORATED**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Forms of Performance Bond and Labor and Material Payment Bond
Exhibit C:	Notice of Award
Exhibit D:	Notice to Proceed
Exhibit E:	Form Change Order
Exhibit F:	Form of Field Order
Exhibit G:	Work Change Directive Instructions
Exhibit H:	Form of Work Change Directive
Exhibit I:	Form of Application for Payment
Exhibit J:	Form of Contractor's Proposal Request
Exhibit K:	Form of Contractor's Overtime Request
Exhibit L:	Form of Claim Release
Exhibit M:	Insurance and Safety
Exhibit N:	Form of Certificate of Substantial Completion
Exhibit O:	Form of Final Inspection Report
Exhibit P:	Form of Certificate of Final Completion
Exhibit Q:	Form of Guarantee Inspection Report
Exhibit R:	Contract Definitions
Exhibit S:	City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Exhibit T: Scope of Work  
Exhibit U: Fee Schedule

**SECTION 7. NOTICES**

A. All notices required or made pursuant to this Agreement by the Design-Build Firm to the City shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

City of Louisville  
749 Main Street  
Louisville, Colorado 80027  
Attention: Parks Project Manager

B. All notices required or made pursuant to this Agreement by City to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Designscapes Colorado  
15440 East Freemont Drive  
Centennial, CO 80112 \_\_\_\_\_  
Attention: Phil Steiner

C. Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this Section.

**SECTION 8. MODIFICATION**

No modification or change to this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 9. SUCCESSORS AND ASSIGNS**

Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**SECTION 10. GOVERNING LAW**

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 or jurisdiction.

**SECTION 11. NO WAIVER**

The failure of the City to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**SECTION 12. ENTIRE AGREEMENT**

Each of the Parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**SECTION 13. SEVERABILITY**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

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

This Agreement will be effective on \_\_\_\_\_, 2019.

---

**OWNER:**

**DESIGN BUILD FIRM:**

**CITY OF LOUISVILLE, COLORADO**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

By: \_\_\_\_\_  
(Name, Title)

(CITY SEAL)

(CORPORATE SEAL)

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

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

## EXHIBIT A

### **GENERAL TERMS AND CONDITIONS**

#### **1. INTENT OF CONTRACT DOCUMENTS**

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the City in writing, and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

#### **2. INVESTIGATION AND UTILITIES**

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the Project Site; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

### **3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE**

3.1. Prior to submitting its first Application for Payment, Design-Build Firm shall submit to City, for its review and approval, a schedule of values based upon the Total Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the City, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit I.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date of construction.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the Project Site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by City, the City shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to the City's prior written approval.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the City on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the City shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the Director of Parks & Recreation for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

3.5. Except for applications for payment for Work performed relating to the Design Phase as specified in the Scope of Work, City shall retain ten percent (5%) of the gross amount of each monthly payment request or ten percent (5%) of the portion thereof approved by the City for payment, whichever is less, up to fifty percent (100%) completion. Such sum shall be accumulated and not released to Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to City.

Due to circumstances beyond the Design-Build Firm's control and at the City's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to Design-Build Firm upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

3.6. Monthly payments to Design-Build Firm shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall include or be accompanied by release and certification provisions acceptable to the City certifying that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The City shall not be required to make payment until and unless such certification furnished by Design-Build Firm.

#### **4. PAYMENTS WITHHELD**

4.1. The City may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The City may nullify the whole or any part of any approval for payment previously issued and City may withhold any payments otherwise due Design-Build Firm under this Agreement, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, City may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. City also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to City relating to or arising out of this Agreement.

#### **5. FINAL PAYMENT**

5.1. City shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by City in accordance with Section 19.1 herein provided.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against City arising out of this Agreement or otherwise

relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.

## **6. SUBMITTALS AND SUBSTITUTIONS**

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by City if sufficient information is submitted by Design-Build Firm to allow the City to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by City from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to City within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the City for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the City in evaluating the proposed substitute. The City may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the City, if Design-Build Firm submits sufficient information to allow the City to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the City shall be the same as those provided herein for substitute materials and equipment.

6.5. The City shall be allowed a reasonable time within which to evaluate each proposed substitute. The City shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the City's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The City may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

## **7. DAILY REPORTS, AS-BUILTS AND MEETINGS**

7.1. Unless waived in writing by City, during the Construction Phase, Design-Build Firm shall complete and submit to the City on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the City. The daily log shall document all activities of Design-Build Firm at the Project Site including, but not limited to, the following:

- 7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project Site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Design-Build Firm and subcontractor personnel;
- 7.1.4. The number of Design-Build Firm and subcontractor personnel present and working at the Project Site, by subcontract and trade;
- 7.1.5. All equipment present at the Project Site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 7.1.6. Description of Work being performed at the Project Site;
- 7.1.7. Any unusual or special occurrences at the Project Site;
- 7.1.8. Materials received at the Project Site; and
- 7.1.9. A list of all visitors to the Project Site.

The daily log shall neither constitute nor take the place of any notice required to be given by Design-Build Firm to City pursuant to the Contract Documents. 7.2. Design-Build Firm shall maintain in a safe place at the Project Site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the City, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a

counterpart of all approved shop drawings shall be available to City for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to City by Design-Build Firm for City.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## **8. CONTRACT TIME AND TIME EXTENSIONS**

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from City. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## **9. CHANGES IN THE WORK**

9.1. City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of City is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as **Exhibit E** to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and City concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Total Contract Amount shall be adjusted in the Change Order in the manner as City and Design-Build Firm shall mutually agree.

9.3. If City and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by City in a written Work Directive Change. In that event, the Total Contract Amount and Contract Time shall be adjusted as directed by City. If Design-Build Firm disagrees with the City's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Total Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. City shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The City shall have authority to order minor changes in the Work not involving an adjustment to the Total Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

## **10. CLAIMS AND DISPUTES**

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between City and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the City within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the City within fifteen (15) calendar days after the occurrence of the event, unless the City grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim.

All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the City, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the City in writing. City shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## **11. OTHER WORK**

11.1. City may perform other work related to the Project at the Project Site by City's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to City within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Total Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other contractor (or City, if City is performing the additional work with City's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the City and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other contractor or utility owner (or City), Design-Build Firm shall inspect and promptly report to City in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

## **12. INDEMNIFICATION AND INSURANCE**

12.1. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the City and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by City to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless City where City's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including

attorney's fees and paralegal fees.

City and Design-Build Firm agree one percent (1%) of the Total Contract Amount paid by City to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of City by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of this Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12.2. Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **Exhibit M** to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Colorado and/or responsible risk retention group insurance companies or trusts which are registered with the State of Colorado. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide City with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof.

12.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given to City of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4. All insurance coverages of the Design-Build Firm shall be primary to any insurance or self insurance program carried by the City applicable to this Project. The acceptance by City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the City.

12.5. Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit M**, unless such insurance requirements for the subcontractor are expressly waived in writing by the City. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name City of Louisville as an additional insured and shall contain severability of interest provisions. City of Louisville shall also be designated as

certificate holder with the address of 749 Main Street, Louisville Colorado 80027. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by City, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

12.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City's Risk Manager. "Claims made" policies, if approved by the Risk Manager and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

12.7. Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the City may terminate this Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.8 Design-Build Firm shall submit to City a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or any subcontractor under the Contract Documents.

12.9 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for City, which shall include attorneys' fees and costs, both of which shall be done only if and when requested by City, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **13. COMPLIANCE WITH LAWS**

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify City in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Colorado Workers' Compensation Law. Failure to adhere to the requirements of the above-named laws and regulations regarding safety shall be grounds for an immediate work stoppage until the deficiency is corrected.

### **14. CLEANUP AND PROTECTIONS**

14.1. Design-Build Firm agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall

leave the Project Site clean and ready for occupancy by City.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition at least equal to that existing at the time of Design-Build Firm's commencement of the Work.

## **15. ASSIGNMENT**

15.1. Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of City. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward City.

## **16. LICENSES**

16.1. A Contractor's License is required for all contractors working within the City. The license is available at the Building Department desk.

## **17. TERMINATION FOR DEFAULT**

17.1. Design-Build Firm shall be considered in material default of this Agreement and such default shall be considered cause for City to terminate this Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the City or as provided for in the approved progress schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

17.2. City shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If City determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then City, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which City, in its sole discretion, may choose.

17.3. If City deems any of the foregoing remedies necessary, Design-Build Firm agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by City incident to such completion, shall be deducted from the Total Contract Amount, and if such expenditures exceed the unpaid balance of the Total Contract Amount, Design-Build Firm agrees to pay promptly to City on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Total Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that City is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against City shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm refuses to allow public access to all documents, papers, letters, or other material subject and made or received by the Design-Build Firm in conjunction with this Agreement then the City may, without prejudice to any right or remedy and after giving the Design-Build Firm and its surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

## **18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION**

18.1. City shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against City shall be limited to that portion of the Total Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. City shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any

portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## **19. COMPLETION**

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the City is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the City, a notice of final settlement shall be published twice by the City in accordance with C.R.S. 38-26-107, and no final settlement or payment shall occur until such publication has been made and the other conditions precedent to final settlement have been satisfied. Any final settlement payment shall be subject to withholding for proper verified claims pursuant to Section 38-26-107, C.R.S, if any.

## **20. WARRANTY**

20.1. Design-Build Firm shall obtain and assign to City all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from City. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which City is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the one (1) year warranty period.

## **21. TESTS AND INSPECTIONS**

21.1. City, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project Site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide City with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project require any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish City the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City.

21.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the City, such work must, if requested by City, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given City timely notice of Design-Build Firm's intention to cover the same and City has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from City, such Work must, if requested by City, be uncovered for City's observation and be replaced at Design-Build Firm's sole expense.

21.4. The City shall charge to Design-Build Firm and may deduct from any payments due to Design-Build Firm all engineering and inspection expenses incurred by City in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

21.5. Neither observations by the City nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

## **22. DEFECTIVE WORK**

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or Work conforming to the construction plans or Contract Documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by City, Design-Build Firm shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by City, remove it from the Project Site and replace it with un-defective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold City harmless for same.

22.2. If the City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, Design-Build Firm, at City's request, shall uncover, expose or otherwise make available for observation, inspection or tests as City may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and City shall be entitled to an appropriate decrease in the Total Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Total Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the City determine, at its sole opinion, it is in the City's best interest to accept defective Work, the City may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the City's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Total Contract Amount. If the City accepts such defective Work after final payment, Design-Build Firm shall promptly pay City an appropriate amount to adequately compensate City for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from City, to correct defective Work or to remove and replace rejected defective Work as required by City, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, City may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Design-Build Firm from any or all of the Project Site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possession of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which City has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow City, and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable City to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of City in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Total Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by City of City's rights and remedies hereunder.

## **23. SUPERVISION AND SUPERINTENDENTS**

23.1. Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to City except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project Site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. City shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

## **24. PROTECTION OF WORK**

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of City or City's separate contractors, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due to Design-Build Firm.

24.2. Design-Build Firm shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## **25. EMERGENCIES**

25.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Design-Build Firm, without special instruction or authorization from City is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give City written notice within forty-eight (48) hours after the occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the City determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Total Contract Amount or an extension to the Contract Time.

## 26. USE OF PREMISES

26.1. Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

## 27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 27.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
- 27.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 27.1.3. Other property on Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by City has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project Site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the City.

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit M** of this Agreement.

## 28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the City to discuss the progress schedule included in the Scope of Work, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the

prosecution of the Work, the Design-Build Firm shall attend any and all meetings convened by the City with respect to the Project, when directed to do so by City. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City.

**EXHIBIT B**  
**PERFORMANCE BOND**

\_\_\_\_\_, as Principal, hereinafter called the Contractor,  
and

\_\_\_\_\_, as Surety, with general offices  
in

\_\_\_\_\_  
a Corporation organized under the laws of the State of **Colorado**, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Louisville, Colorado, as Obligee, hereinafter called the City, in the penal sum of **(\$275,000.00)** in the United States currency, for the payment of which sum the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written contract with the City dated \_\_\_\_\_, 2019, for the **MEDIAN LANDSCAPE RENOVATIONS PROJECT** in accordance with plans and specifications contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall satisfactorily perform the Contract, then this bond shall be null and void; otherwise, the Surety shall promptly remedy the default, or shall promptly 1) Complete the Contract in accordance with its terms and conditions, or 2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion plus liquidated damages and all costs required to be paid by Contractor pursuant to the General Conditions of the Contract less the balance of the contract price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount paid by the City to Contractor.

In addition, if the Contractor or a subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Contractor or subcontractor in performance of the Contract, or shall fail to duly pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in the amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-26-106, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract of Work to be performed thereunder or the specifications of the Contract Documents shall in any way affect its obligation on this bond and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**(Contractor)**

By: \_\_\_\_\_  
(President)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
**(Surety Company)**

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Attorney-in-fact)

**EXHIBIT B**

**LABOR AND MATERIAL PAYMENT BOND**

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

(Firm) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) \_\_\_\_\_  
(Address) \_\_\_\_\_

hereinafter referred to as "the Surety", are held and firmly bound unto the  
CITY OF LOUISVILLE, 749 MAIN STREET, LOUISVILLE, COLORADO a Municipal Corporation,  
hereinafter referred to as "the Owner", in the penal sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by  
these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain  
Agreement with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, a copy of which  
is hereto attached and made a part hereof for the performance of

\_\_\_\_\_  
NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and  
corporations furnishing materials for or performing labor in the prosecution of the Work provided for in  
such Agreement, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in  
connection with the construction of such work, and all insurance premiums on said Work, and for all  
labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be  
performed thereunder or the specifications accompanying the same shall in any way affect its  
obligation on this Bond; and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition to the other conditions hereof, this bond shall include all provisions set forth in Section 38-  
26-105, C.R.S.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**IN THE PRESENCE OF:**

**PRINCIPAL**

\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPAL:**

BY: \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Corporate Seal)

Addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN THE PRESENCE OF:**

\_\_\_\_\_  
\_\_\_\_\_

**OTHER PARTNERS:**

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

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

**IN THE PRESENCE OF:**

\_\_\_\_\_  
\_\_\_\_\_

**SURETY:**

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

(Attorney-in fact)

(Surety Seal)

Address:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Date of Bond must not be prior to date of Agreement.  
If Contractor is a Partnership, all partners must execute Bond.

**IMPORTANT:** Surety Company must be authorized to transact business in the state of Colorado and be acceptable to the Owner.

**EXHIBIT C**  
**NOTICE OF AWARD**

DATED: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**OWNER'S PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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Please be advised that on \_\_\_\_\_ 2019, the City of Louisville, Colorado City Council awarded the MEDIAN LANDSCAPE RENOVATIONS PROJECT to your company in the amount of **\$275,000** per your low unit price bid. In accordance with the Contract Documents, you are required to execute two copies of the Agreement and return both copies with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by \_\_\_\_\_, 2019.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

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CITY OF LOUISVILLE, COLORADO

ACCEPTANCE OF NOTICE

By: \_\_\_\_\_  
Allan Gill, PLA

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

Title: PROJECT MANAGER

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

**EXHIBIT D**  
**NOTICE TO PROCEED**

**DATED:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**OWNER'S PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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You are hereby notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, **2019**. On that date, you are to begin performing the Work in accordance with the Contract Documents and you are to complete the Work within **173 Contract Days** thereafter. The date of substantial completion of all Work is therefore \_\_\_\_\_, **20**\_\_.

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**CITY OF LOUISVILLE, COLORADO**

**By:** \_\_\_\_\_  
Allan Gill, PLA

**Title:** PROJECT MANAGER

**ACKNOWLEDGEMENT**

Receipt of the above Notice to Proceed is hereby acknowledged.

**CONTRACTOR:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**EXHIBIT E**

**CHANGE ORDER NO. \_\_\_\_\_**

DATED: \_\_\_\_\_, 2019

PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT

PROJECT NUMBER: 301313-660103

OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADJUSTMENT TO CONTRACT PRICE:**

Original contract price	\$	_____
Set change previous Change Orders No. __ to __	\$	_____
Contract price prior to this Change Order	\$	_____
Net adjustment resulting from this Change Order (+/-)	\$	_____
Current contract price including this Change Order	\$	_____

**ADJUSTMENT TO CONTRACT TIME:**

Original contract time (days or date)	_____
Net change previous Change Orders No. __ to __ (days)	_____
Contract time prior to this Change Order (days or date)	_____
Net Adjustment Resulting from this Change Order (days)	_____
Current contract time including this Change Order (days or date)	_____

Recommended:

Approved:

Accepted:

\_\_\_\_\_  
PROJECT MANAGER

CITY OF LOUISVILLE, COLORADO  
OWNER

\_\_\_\_\_  
CONTRACTOR

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F**  
**FIELD ORDER**

No. \_\_\_\_\_

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TO: \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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DATE ISSUED: \_\_\_\_\_

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You are hereby directed and instructed to execute promptly minor variations in the Work by this Field Order as follows:

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Attachments:

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This form shall be used to authorize minor variations in the Work from the requirements of the Contract Documents, which do not include an adjustment in the Contract Price or the Contract Times.

**CITY OF LOUISVILLE**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACCEPTED BY CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT G

### WORK CHANGE DIRECTIVE INSTRUCTIONS

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#### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work that, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the contract Times a Field Order may be used.

#### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

PROJECT MANAGER initiates the form, including a description of the items involved and attachments.

Based on conversations between PROJECT MANAGER and Contractor, PROJECT MANAGER completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE. Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once authorized by PROJECT MANAGER a copy will be sent to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

**EXHIBIT H**  
**WORK CHANGE DIRECTIVE**

No. \_\_\_\_\_

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**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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DATE ISSUED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

You are directed to proceed promptly with the following change(s):

Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purpose of Work Change Directive:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments (List documents supporting change):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If a claim is made that the above change(s) have affected Contract Price of Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in  
Contract Price:

\_\_\_\_ Unit Prices  
\_\_\_\_ Lump Sum  
  
\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Method of determining change in  
Contract Times:

\_\_\_\_ Contractor's Records  
\_\_\_\_ PROJECT MANAGER's  
\_\_\_\_ Records  
\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated increase (decrease) in Contract Price:

\$ \_\_\_\_\_  
If the change involves an increase, the estimated amount  
is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times

Substantial Completion: \_\_\_\_\_ days;  
Ready for final payment: \_\_\_\_\_ days.  
If the change involves an increase, the estimated  
times are not to be exceeded without further  
authorization.

**RECOMMENDED:**

\_\_\_\_\_

PROJECT MANAGER

BY: \_\_\_\_\_

**ACCEPTED:**

\_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_



**EXHIBIT J**

**CONTRACTOR'S PROPOSAL REQUEST**  
(Not a Change Order)

Date Submitted: \_\_\_\_\_, 2019

No. \_\_\_\_\_

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TO: \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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We hereby request the cost of the following proposed change in the Contract. A breakdown of the proposed cost is attached.  
Description of the proposed change:

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All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents. If the Work herein requested is approved by Change Order, the time of completion will be (increased), (decreased), (unchanged) by \_\_\_\_\_ calendar days.

New Substantial Completion Date: \_\_\_\_\_, 2019

This change will:

- Increase the Contract by \$ \_\_\_\_\_
- Decrease the Contract by \$ \_\_\_\_\_
- No change in the Contract

---

**SUBMITTED BY CONTRACTOR**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF LOUISVILLE**

Contractor's Proposal Request Accepted

Contractor's Proposal Request Not Accepted

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT K

CONTRACTOR'S OVERTIME REQUEST

Date Submitted: \_\_\_\_\_, 2019

TO: \_\_\_\_\_

PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT  
PROJECT NUMBER: 301313-660103  
OWNER: CITY OF LOUISVILLE, COLORADO

We hereby request to perform work on overtime in accordance with the terms, stipulations, and conditions of the Contract Documents.

Requested date of overtime work: \_\_\_\_\_, 2019

Requested hours of overtime work: \_\_\_\_\_ (a. m./p. m.) to \_\_\_\_\_ (a. m./p. m.)

Description of proposed overtime work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No extra payment will be paid to the CONTRACTOR by the OWNER due to labor overtime or other increased costs of performing the Work on Friday afternoons, Saturdays, or at night. Should the CONTRACTOR desire to work on Friday afternoons, Saturdays, or at night between the hours of 5:00 p.m. and 8:00 p.m., Monday-Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR shall submit a written request to the PROJECT MANAGER 24 hours prior. If approval is given by PROJECT MANAGER to CONTRACTOR for authorized overtime work, PROJECT MANAGERS and PROJECT MANAGER's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Friday afternoons, Saturdays, or at night between the hours of 5:00 p. m. and 8:00 p.m., Monday-Thursday and 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays the CONTRACTOR will be responsible to pay for all such rates and charges, and shall not be granted a Contract Price increase for such charges.

**Hours of overtime work shall only be allowed from 5:00 p.m. to 8:00 p.m. Monday thru Thursday, from 3:30 p.m. to 8:00 p.m. Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays.**

SUBMITTED BY CONTRACTOR

CITY OF LOUISVILLE

BY: \_\_\_\_\_

\_\_\_\_ Contractors Proposal Request Accepted

DATE: \_\_\_\_\_

\_\_\_\_ Contractors Proposal Request Not Accepted

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT L**  
**CLAIM RELEASE**

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**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

---

Application for Payment Number: \_\_\_\_\_  
Application for Payment Amount: \_\_\_\_\_  
Application for Payment Date: \_\_\_\_\_

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby releases the City of Louisville, Colorado, and waives all rights of the undersigned to file a claim for material, equipment, tools, machinery or services heretofore furnished for use in and for labor heretofore performed upon the construction, alteration, addition to or repair of the structure or improvements described in the Contract Documents as:

Project: City of Louisville:                   **MEDIAN LANDSCAPE  
RENOVATIONS PROJECT  
PROJECT NUMBER: 301313-660103**

Description of Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: City of Louisville, Colorado

We acknowledge that the foregoing is an adequate description of the real property and improvement inasmuch as the foregoing description is the description given in the Contract Documents, which govern the performance of the Work for which consideration has been received.

In executing this release, we certify that all claims for labor or materials, or both, furnished or performed by the undersigned or on our behalf by our material suppliers or subcontractors have been paid or that satisfactory arrangements for payment have been made.

In further consideration of the payment made or to be made to the undersigned and to induce said payment, we agree to defend and indemnify the City of Louisville from any claim or claims on the part of our material suppliers, laborers, employees, servants, and agents, or subcontractors arising from our work on this project, and we further agree to fully satisfy any such claim brought against the City of Louisville and reimburse the City of Louisville for any and all costs, including reasonable attorney fees, which it may incur as a result of such claims.

\_\_\_\_\_  
**SUPPLIER OR SUBCONTRACTOR**

\_\_\_\_\_  
**CONTRACTOR**

By: \_\_\_\_\_  
      President

By: \_\_\_\_\_  
      President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT M**

**INSURANCE AND SAFETY**

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**TO:** \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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The Design-Build Firm shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Design-Build Firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Build Firm's interests or liabilities, bur are merely minimums.

Except for workers compensation and professional liability, the Design-Build Firm's insurance policies shall be endorsed to name the City of Louisville as an additional insured to the extent of its interest arising from the agreement, contract or lease.

The Design-Build Firm waives its right of recovery against the City to the extent permitted by its insurance policies.

The Design-Build Firm's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Design-Build Firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Design-Build Firm or any other insurance of the Design-Build Firm shall be considered primary, and insurance of the City, if any, shall be considered excess as may be applicable to claims obligations, which arise out of the agreement contract or lease.

**INSURANCE REQUIREMENTS:**

All contractors are required to provide certificates of insurance with the City named as additional insured, for the following insurance coverages and amounts (except as waived by the City Manager):

Comprehensive General Liability

\$1,000,000 each occurrence  
\$2,000,000 general aggregate

Automobile Liability

\$150,000 combined single limit-bodily injury & property damage/per person  
\$600,000 combined single limit-bodily injury & property damage/two or more persons in any one occurrence  
\$50,000 auto physical damage

Workers Compensation

Statutory limits

Employers' Liability Insurance

\$100,000/ each accident

\$500,000/ disease – policy limit

\$100,000/ disease – each employee

Professional Liability (for licensed professional services)

\$1,000,000 each occurrence

\$2,000,000 general aggregate

EXHIBIT N

CERTIFICATE OF SUBSTANTIAL COMPLETION

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TO: \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

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The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within **fourteen (14)** days of the issuance of this Certificate of Substantial Completion.

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

The following documents are attached to and made a part of this Certificate of Substantial Completion:

Attachments:

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(For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by the Contract Documents.)

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This certificate does not constitute an acceptance of Work or start of the guarantee period nor its release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents. Issuance of Substantial Completion does not commence the guarantee period with this certificate.

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**CITY OF LOUISVILLE, COLORADO**

**ACCEPTED BY CONTRACTOR**

BY: Allan Gill \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Parks Projects Manager \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT O**  
**FINAL INSPECTION REPORT**

**DATE:** \_\_\_\_\_, 20\_\_\_\_

**TO:** \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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The PROJECT MANAGER has performed final inspection of the Work, and accepts the Work subject to the Contractor's performance and completion of the following repairs, corrections and/or replacements:

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The PROJECT MANAGER does/does not (circle) hereby finally accept the work, and hereby certifies that the Contractor is eligible to receive final payment of the Work.

**CITY OF LOUISVILLE, COLORADO**

**CONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT P**

**CERTIFICATE OF FINAL COMPLETION**

**DATE:** \_\_\_\_\_, 20\_\_

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**TO:** \_\_\_\_\_  
**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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This Certificate of Final Completion applies to all Work under the Contract Documents, or to the following specified parts thereof:

(specify) \_\_\_\_\_

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The Work to which this Certificate applies has been inspected by authorized representatives of the PROJECT MANAGER and the Work is hereby declared to be complete in accordance with the Contract Documents on

\_\_\_\_\_  
**DATE OF FINAL COMPLETION**

In consideration therefor, the OWNER agrees to make Final Payment to Contractor of all amounts retained by OWNER, except such amounts that are subject to verified claims pursuant to Section 38-26-107, C.R.S, if any.

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**CITY OF LOUISVILLE, COLORADO**

**CONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT Q**

**GUARANTEE PERIOD INSPECTION REPORT**

**DATE:** \_\_\_\_\_, 20\_\_

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**TO:** \_\_\_\_\_

**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

---

The PROJECT MANAGER performed the guarantee period inspection on \_\_\_\_\_, 20 \_\_\_\_, which guarantee was originally due to expire on \_\_\_\_\_, 20\_\_.

The PROJECT MANAGER hereby determines that the project has \_\_\_/ has not \_\_\_ satisfactorily met the conditions required to pass the guarantee period inspection.

The identified following items of Work are defective and must be repaired, corrected and/or replaced:

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The guarantee period shall be extended for the items listed above until the following date:

\_\_\_\_\_, 20\_\_

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**CITY OF LOUISVILLE, COLORADO**

**CONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## EXHIBIT R

### CONTRACT DEFINITIONS

DATE: \_\_\_\_\_, 20\_\_\_\_

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TO: \_\_\_\_\_  
**PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT**  
**PROJECT NUMBER: 301313-660103**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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Wherever used in the Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and the plural thereof:

1. *Agreement* – The written contract between OWNER AND DESIGN-BUILD FIRM covering the Work; other Contract Documents are attached to or referred in the Agreement. All such documents shall be deemed to be a part of the Agreement for all purposes.
2. *Bonds* – Performance and Payment Bonds and other instruments of security.
3. *Change Order* – A written order issued by OWNER which orders minor changes in the Work for which prices for the items of work are previously established by the Contract Documents, but which does not involve a change in the physical limits of the work or the Contract Time.
4. *Construction*- The process of performing the Work and the final end product of that process. This term may also refer to portions of the final end product. The terms construct and construction and other similar variations of those terms also refer to Construction as defined herein. The term construction shall not be deemed to include the performance of Design Professional Services.
5. *Construction Phase Fee* – The compensation to be paid to the Design-Build Firm during the Construction Phase, which shall be inclusive of all whatsoever for completion of the construction of the Project.
6. *Contract Documents* – The documents as are listed under Agreement Declarations, Section 1 of the Agreement.
7. *Contract Time*- The time stated in "Exhibit D" of the Agreement to achieve Substantial completion and to finally complete the Work so that it is ready for final payment in accordance with these General Conditions.
8. *Defective* – An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to OWNER'S final payment (unless responsibility for the protection thereof has been assumed by OWNER as the time of damage pursuant to the Terms and Conditions of the Contract Documents).
9. *Design-Build Firm* – The individual or entity with whom OWNER has entered into the Agreement as indicated in the Agreement.

10. *Drawings* – Those portions of the Contract documents prepared by or for DESIGN-BUILD FIRM and approved by OWNER consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.
11. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
12. *Final Completion* – The time at which all Construction and all Work has been fully, finally, and properly completed in accordance with the Contract Documents and all other duties, responsibilities, and obligations have been performed so as to entitle the Design-Build Firm to submit a bill or invoice for final payment in accordance with these General Conditions. The terms *finally complete* and *finally completed* also refer to Final Completion
13. *Invoice or Bill* – The form which is to be used by the Design-Build Firm in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
14. *Laws and Regulations; Law or Regulations* – Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
15. *Notice to Proceed* – A written notice given by OWNER to DESIGN-BUILD FIRM authorizing the Work to begin and fixing the date on which the Contract Time will Commence to run.
16. *Owner* – The City of Louisville, Colorado.
17. *Preconstruction Phase Fee*- The compensation to be paid to the Design-Build firm for services performed during the Preconstruction Phase which shall be inclusive of all whatsoever for completion of the preconstruction of the Project.
18. *Project* – The entire undertaking of the OWNER, identified by OWNER as indicated in the exhibits of the Agreement, of which the Construction to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
19. *Schedule of Values* – A schedule prepared by DESIGN-BUILD FIRM and accepted by OWNER which divides the Work into various major components, units, or divisions and which assigns a portion of the Contract Price to each of such components, units or division.
20. *Project Site or Site* – The real property or other areas designated in the Contract Documents as being furnished by OWNER for the performance of the Construction, storage, or access.
21. *Specifications* – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto.
22. *Submittal* – A written or graphic document prepared by or for DESIGN-BUILD FIRM which is required by the Contract documents to be submitted to OWNER.
23. *Substantial Completion* – The time at which the Construction has progressed and the Work has been completed to the point where it is sufficiently complete, in accordance with the Contract documents, so That the Construction can be effectively and efficiently utilized for the

purposes for which it is intended without any material impairment of function. The terms substantially complete and substantially completed refer to Substantial Completion. The term Substantial Completion may be used in the Contract documents in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.

24. *Work* – All labor, materials, equipment and incidentals required to fully, finally and properly complete the Construction and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

## EXHIBIT S

### City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

\_\_\_\_\_

By \_\_\_\_\_

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

\_\_\_\_\_  
Date

**EXHIBIT T**  
**SCOPE OF WORK**

The scope of the project includes: (1) design services; (2) construction document preparation services; (3) cost estimating; (4) permit coordination; (5) public outreach; (6) stake holder coordination; (7) project management; (8) removal and replanting of existing plant material, other materials from within the medians. (9) site work and grading; (10) utility coordination and protection; (11) landscape / irrigation renovation; (12) construction / installation of median renovation improvements.

The scope of work includes meeting with City of Louisville staff and attendance at other meetings as necessary to gather or present information. At a minimum there will be three meetings with PPLAB, a kickoff meeting, a 30 % review, and a 90% review. A presentation to City Council may also be required.

<b>PROJECT SITE</b>		
<b>Location</b>	<b>Estimated number of Medians/Beds</b>	<b>Approximate Square Footage</b>
Cherry Street (between McCaslin Blvd. and Carter St.)	11	64,642
McCaslin Blvd. (between Highway 36 and S. Boulder Rd.)	15	100,416
S. Boulder Road (between McCaslin Blvd. and Cimarron Dr.)	18	46,445
Via Appia Way (between McCaslin Blvd. and S. Boulder Rd.)	11	63,491
Dillon Road (between Century Pl. and 104 <sup>th</sup> St.)	7	43,174
Intersection of Summit View Dr. and Highway 42	1	2,325
Intersection of Dillon Road and S. 88 <sup>th</sup> Street	1	8,160

**ANTICIPATED PROJECT SCHEDULE:**

City Council Packet .....	April 8
City Council .....	April 16
Notice of Award .....	April 17
Contract Agreement .....	April 26
Design-Board Meetings/Construction Drawings/Permitting .....	May 2
Design, Construction Drawings, Permitting Portion Complete .....	July 15
 2019 Construction Begins .....	 July 15
Substantial Completion .....	Oct. 4
Final Completion - Construction/Renovation Complete .....	Oct. 18
 2020 Construction .....	 April 1

Substantial Completion .....July 15  
 Final Completion - Construction/Renovation Complete .....July 31

**EXHIBIT U**  
**FEE SCHEDULE**



15440 East Fremont - Centennial, Colorado, 80112 - 303.721.9003 - 303.531.7670 fax

<b>To:</b> City Of Louisville	<b>Contact:</b> Alan Gil
<b>Address:</b> 717 Main Street Louisville, CO 80027	<b>Phones:</b> 303.335.4736 <b>Fax:</b> 303.335.4738
<b>Project Name:</b> Design Build Services For Median Landscape Renovations	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b> 3/7/2019

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	001	DESIGN PHASE / PRECONSTRUCTION SERVICES PHASE I (PER ATTACHED BREAKDOWN)	1.00	LS	\$52,000.00	\$52,000.00
	002	DESIGN PHASE / PRECONSTRUCTION SERVICES PHASE II (PER ATTACHED BREAKDOWN)	1.00	LS	\$47,000.00	\$47,000.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	003	HOURLY RATE - DESIGNSCAPES MANAGER	1.00	HR	\$95.00	\$95.00
	004	HOURLY RATE - DESIGNSCAPES PROJECT MANAGER	1.00	HR	\$95.00	\$95.00
	005	HOURLY RATE - DESIGNSCAPES ADMINISTRATOR	1.00	LS	\$70.00	\$70.00
	006	HOURLY RATE - DESIGNSCAPES IRRIGATION TECHNICIAN	1.00	HR	\$85.00	\$85.00
	007	HOURLY RATE - DESIGNSCAPES FOREMAN	1.00	HR	\$75.00	\$75.00
	008	HOURLY RATE - DESIGNSCAPES LABORER	1.00	HR	\$50.00	\$50.00
	009	HOURLY RATE - DESIGNSCAPES ARBORIST	1.00	HR	\$105.00	\$105.00
	010	HOURLY RATE - DESIGN CONCEPTS PRINCIPAL	1.00	LS	\$180.00	\$180.00
	011	HOURLY RATE - DESIGN CONCEPTS SR. PROJECT MANAGER	1.00	HR	\$130.00	\$130.00
	012	HOURLY RATE - DESIGN CONCEPTS PROJECT MANAGER	1.00	HR	\$110.00	\$110.00
	013	HOURLY RATE - DESIGN CONCEPTS DESIGNER / GRAPHICS	1.00	HR	\$100.00	\$100.00
	014	HOURLY RATE - DESIGN CONCEPTS CLERICAL / ADMINISTRATION	1.00	HR	\$70.00	\$70.00
	015	HOURLY RATE - SKID STEER	1.00	HR	\$95.00	\$95.00
	016	HOURLY RATE - TRENCHER	1.00	HR	\$85.00	\$85.00
	017	DAILY RATE - TRAFFIC CONTROL PER MEDIAN	1.00	DAY	\$550.00	\$550.00
	018	DECIDUOUS TREE 2.5"	1.00	EACH	\$725.00	\$725.00
	019	DECIDUOUS TREE 2.0"	1.00	EACH	\$575.00	\$575.00
	020	DECIDUOUS SHRUB #5	1.00	EACH	\$36.00	\$36.00
	021	EVERGREEN SHRUB #5	1.00	EACH	\$55.00	\$55.00
	022	PERENNIAL / GRASS #1	1.00	EACH	\$16.00	\$16.00
	023	DEMO SOIL IN MEDIAN	1.00	CY	\$98.00	\$98.00
	024	ADD TOPSOIL TO MEDIAN	1.00	CY	\$110.00	\$110.00
	025	LANDSCAPE BULDERS (BROWNSTONE APPROX 2')	1.00	EACH	\$450.00	\$450.00
	026	SLEEPING VIA DIRECTIONAL BORING	1.00	LF	\$75.00	\$75.00

# Design Concepts

## Louisville Design-Build Median Renovations

Task	Principal Hours	Senior Project Manager Hours	Designer/Graphic Designer Hours	Fee
<b>Phase 1: April 15 - October 18, 2019</b>				
Median Pre-design	6	12	21	\$4,310
South Boulder Road, Summit View Drive, and Highway 42	10	29	48	\$10,210
Via Appia Way	10	33	57	\$11,400
Dillon Road	11	29	48	\$10,280
Meetings and Outreach for All Medians	7	10	0	\$2,420
<b>Phase 1 Total Design</b>	<b>43</b>	<b>113</b>	<b>176</b>	<b>\$38,570</b>
<b>Phase 2: January 1 - July 31, 2020</b>				
Median Pre-design	5	12	21	\$4,310
Cherry Street	13	32	57	\$11,795
McCaslin Boulevard	16	38	68	\$14,240
Meetings and Outreach for All Medians	10	12	4	\$3,560
<b>Phase 2 Total Design</b>	<b>44</b>	<b>94</b>	<b>151</b>	<b>\$33,905</b>
<b>Reimbursable Expenses</b>				
Mileage+Printing				\$280
			<b>TOTAL FEES</b>	<b>\$72,735</b>



**SUBJECT: APPROVAL OF WRITTEN RECORD OF EVALUATION AND  
FIRST AMENDED EMPLOYMENT AGREEMENT FOR CITY  
MANAGER HEATHER BALSER**

**DATE: APRIL 16, 2019**

**PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY**

**SUMMARY:**

The City's Home Rule Charter (Article 8, Section 8-1(d)) provides the City Council shall evaluate the City Manager's performance annually and shall make a written record of the evaluation. The City Manager's performance evaluation was conducted by the City Council on March 12 and April 2, 2019, the written record of which is attached.

In follow-up to the performance evaluation, the attached First Amended Employment Agreement has been drafted for the City Council's consideration. The salary increase is effective as of her one year anniversary as City Manager (January 6, 2019), with retroactive pay from that date to the effective date of the First Amended Employment Agreement.

The First Amended Employment Agreement also shifts the annual performance review of the City Manager to April of each year.

**FISCAL IMPACT:**

The Employment Agreement would increase Ms. Balsler's current annual base salary from \$180,000 to \$183,600.

**RECOMMENDATION:**

City Council approve the attached written record of the City Manager's performance evaluation and First Amended Employment Agreement with City Manager Heather Balsler.

**ATTACHMENT(S):**

1. Written record of City Manager performance evaluation
2. First Amended Employment Agreement with City Manager Heather Balsler (clean)
3. First Amended Employment Agreement with City Manager Heather Balsler (redlined)

**The Louisville City Council evaluated City Manager Heather Balsler in the following areas:**

- Strategic Leadership
- Execution of Policy
- Community Relations, Collaboration, and Public Engagement
- Administration, Decision Making, and Problem Solving
- Supervision
- Economic Development
- Integrity and Accountability
- City Council Relations
- Strategic Planning and Organizing
- Budgeting and Financial Management

**Primary finding:**

City Council rates Balsler as generally meeting expectations while periodically exceeding expectations. Work is of high quality in all significant areas of responsibility, with further areas of development to focus on in her second year as city manager.

**Performance Goals for 2019:**

The City Council identified Balsler's strengths and developmental areas for her to focus on in 2019.

**Strengths:**

Balsler has initiated communications with city council members by responding to calls, communicating proactively with council members and keeping an open channel of communication, and making effort to inform council in advance of newsworthy events.

Maintains strong relationships with state and local governments and organizations.

Spearheaded a strategic planning process with an internal orientation, incorporating both employee and council input and working to acculturate the goals of the plan.

Has strong integrity and work ethic.

Provides support to Council to make tough decisions when the challenges of public sentiment, municipal code, and financial realities are in balance. Encourages Council to consider the implications of policy decisions while assuming the operational responsibility of policy implementation.

Refocused the budget process on policy discussions for council consideration.

Succeeded in hiring several excellent individuals for key staff positions.

Avoids micro-managing department directors.

**Developmental areas:**

Need to further evolve the organizational culture to encourage staff innovation in the delivery of city services, commit to excellence in customer service, and create an ingrained expectation of interdepartmental collaboration.

Provide greater leadership, together with the Council and the community, in developing an effective and measureable economic development strategy. Direct attention to ongoing execution, recruitment of economically compatible businesses, and measuring results to understand how to improve strategy and performance.

Improve familiarity with city finances and proactively manage the budget with a more precise emphasis using the Program Budget tool. Sharpen the tool at all levels for timely and better decision making. Implement effective dashboards, systematic reporting for all operations, and timely notice on potential areas of financial concern.

## **FIRST AMENDED EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDED EMPLOYMENT AGREEMENT** ("Agreement") is made effective as of the 16<sup>th</sup> day of April, 2019, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "the City" and Heather A. Balsler, hereinafter known as "the City Manager."

**WHEREAS**, the City desires to employ the services of Heather A. Balsler for the office of City Manager of the City of Louisville, Colorado; and

**WHEREAS**, the City and the City Manager desire to set forth certain specifics concerning the employment of the City Manager by the City, and to establish conditions of employment and working conditions of said Manager; and

**WHEREAS**, the City Manager desires to accept employment as City Manager of the City of Louisville under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties; Residency. The City agrees to employ Heather A. Balsler as City Manager to perform the functions and duties specified by Colorado State Statutes, the Louisville Home Rule Charter and Municipal Code, and any other applicable laws, ordinances, or regulations of the City of Louisville. In addition, the City Manager agrees to perform any other legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to the City Manager. The City Manager shall comply with the City's policies concerning workplace conduct, including without limitation the City Code of Ethics and the City's policies regarding discrimination, harassment, retaliation, workplace violence, workplace safety, and equal employment opportunity. The City Manager is and shall remain a resident of the City throughout the City Manager's appointment.

2. Term. The City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the City Manager at any time, subject to the provisions set forth in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from her position upon thirty (30) days prior written notice, subject only to the provisions as set forth in Section 4 herein. The City Manager's first day of employment as City Manager was January 6, 2018.

3. Compensation. The City agrees to pay to the City Manager for her services rendered pursuant hereto an annual base salary of \$183,600.00,

commencing January 6, 2019, payable in biweekly installments at the same time as other employees of the City are paid, and including retroactive pay for the period January 6, 2019 to April 16, 2019 to be paid in the next pay period following execution of this First Amended Employment Agreement.

The position of City Manager is an exempt position under the provision of the Fair Labor Standards Act. As such, the City Manager shall not be bound by the record keeping or overtime provisions of the Act, and shall not earn overtime pay or compensatory time.

4. Termination and Severance Pay. The employment of the City Manager may be terminated by the City Council at any time, with or without cause, by the affirmative vote of a majority of the entire City Council. It is understood that the City Manager serves at the pleasure of the City Council, that the City Manager's employment may be terminated at the will of the City Council, and that the procedures for termination of an employee as set out in the City's Personnel Guidelines shall not apply to any termination of the City Manager.

It is understood that in the event the City Manager is terminated because of her conviction of any illegal act involving personal gain to the City Manager, or because of her conviction of any felonious act, or because of any act of moral turpitude, or because of insubordination, nonfeasance, or malfeasance in the performance of duties, or because of violation of the City's Code of Ethics or City's policies regarding discrimination, harassment, retaliation, workplace violence, workplace safety, or equal employment opportunity, the City shall have no obligation to pay any severance pay.

In the event of termination of the City Manager by the City Council for any reason other than those enumerated above, including but not limited to non-appropriation of funds pursuant to Section 16, the City Manager shall be entitled to receive six (6) months' severance pay. Severance pay shall include payment for six (6) months' health, dental and vision benefits under Section 8 of this Agreement, but shall not include any other benefits under Section 6 or Sections 8 through 13, inclusive, of this Agreement, or any other benefits. The health, dental and vision benefits under Section 8 shall be for the City Manager and dependents (if the City Manager has obtained dependents coverage) with the City Manager and City to pay their respective portions of the premiums and costs thereof according to the benefits plans then in effect. Severance pay shall be paid in a lump sum on the first pay date immediately following the City Manager's last working day, except that the respective portions of the premiums and costs for the six (6) months' continued health, dental and vision benefits shall be paid monthly at the times required by the benefits plans then effect.

In the event the City Manager resigns, the City Manager shall not be entitled to any severance pay.

5. Performance Evaluation. The City Council shall set written performance goals for and shall review and evaluate the performance of the City Manager on an annual basis in the following areas: (1) strategic leadership; (2) execution of policy; (3) community relations, collaboration, and public engagement; (4) administration, decision making, and problem solving; (5) supervision; (6) economic development; (7) integrity and accountability; (8) City Council relations; (9) strategic planning and organizing; and (10) budgeting and financial management. The next such annual review shall occur in April 2020, except the foregoing shall not limit the authority of the City Council to evaluate the performance of the City Manager at any other time or more frequent intervals, in its sole discretion.

6. Automobile. The City shall provide the City Manager with an automobile allowance of \$525.00 per month, commencing with the first pay date in January 2018, and payable via payroll check on the first pay date of each month. Such automobile allowance shall be subject to reporting and withholding as required by law. The City Manager shall then provide her own transportation as necessary in the performance of her duties. The City Manager shall procure and shall continuously maintain in force all insurance required by law for each personal vehicle utilized by the City Manager on City business, including liability limits of not less than \$350,000.00 per person and \$1,000,000.00 per occurrence. Additionally, the City Manager is required to carry a medical payment coverage amount of at least \$10,000 per person. The City shall be named as an additional insured on the City Manager's auto liability coverage.

7. Paid Illness Leave and Leave Time. The City Manager shall receive fifty-six (56) hours annually as Extended Illness Bank leave for personal illness or injury during the term of her employment as City Manager. Illness leave time shall be accrued on a biweekly basis, coincidental with established pay dates. The City Manager may accrue up to a maximum of 480 hours of illness leave time. Upon termination of employment with the City, the City Manager shall not be paid for any accrued, unused illness leave time.

The City Manager shall also receive paid leave time. Paid leave time, which consists of vacation, holiday, and personal leave, shall be accrued on a biweekly basis, coincidental with established pay dates, at a rate in accordance with the City's personnel policies for employees who have completed 181 months of service. The City Manager may accrue up to a maximum of 444.21 hours of paid leave time. Any amounts in excess of such accrual shall be forfeited as of each January 1. Upon termination of her employment with the City, the City Manager shall be paid for all accrued, unused paid leave time.

8. Insurance. The City Manager shall be entitled to receive the same health, dental, vision, disability, life, liability, and other insurance coverage as set forth under the terms of the group insurance coverages provided by the City to all employees. The City Manager must meet all of the terms and conditions required by the individual carriers in order to receive said coverages.

9. Retirement. The City agrees to pay an amount equal to five and one-half percent (5.5%) of the City Manager's base salary into the International City/County Management Association Retirement Corporation's (ICMA-RC) 401-A Money Purchase Plan, which is the current uniform percentage rate paid for all employees participating in the plan. The City Manager shall contribute at a rate in accordance with the City's personnel policies. Each payment shall be made on a biweekly basis according to the City's payroll schedule. In the event the City Council approves any change in the uniform percentage rate paid for all employees participating in the plan, the above-stated 5.5% rate shall automatically adjust to the new rate, effective as of the effective date of the change. All of the City's contribution will be vested to the City Manager in accordance with the City's vesting schedule.

10. Deferred Compensation. The City agrees to pay an amount equal to ten percent (10%) of the City Manager's base salary into the International City/County Management Association Retirement Corporation's (ICMA-RC) Section 457 Deferred Compensation Plan, subject to contribution limits under federal law. Each payment shall be made on a biweekly basis according to the City's payroll schedule, with the City contribution being ten percent (10%) of the base salary paid for such payroll period, but in no event exceeding contribution limits under federal law. In the event any amount of the City's ten percent (10%) contribution would be in excess of the contribution limits under federal law, the excess amount of such ten percent (10%) contribution will be paid to the City Manager as salary during that pay period. All of the City's contribution will be vested to the City Manager in accordance with the City's vesting schedule.

11. Other Fringe Benefits & Benefits Rules. Except as otherwise specifically provided in this Agreement, all of the City's Personnel Guidelines relating to Extended Illness Bank leave, paid leave time, insurance, retirement contributions, holidays, and other fringe benefits as they now exist or hereafter may be amended, shall apply to the City Manager as they would to other full-time employees of the City.

12. Dues and Subscriptions; Professional Development. The City agrees to budget and pay for reasonable professional dues and subscriptions of the City Manager necessary for her participation in national, regional, state, and local associations and organizations necessary and desirable for her continued

professional participation, growth, and advancement, and which are for the good of the City. The City also agrees to budget and pay for necessary travel expenses for the Manager to adequately pursue official and other functions for the City, and professional development of mutual benefit to the City and the City Manager. By way of example, such functions include, but are not limited to, meetings and conferences of the International City/County Management Association and the Colorado Municipal League.

13. Reimbursement of General Expenses. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the City Manager, and hereby agrees to reimburse reasonable general expenses, which shall be submitted for review by the Mayor prior to City Council approval.

14. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Colorado State Statutes, or the Louisville Home Rule Charter or Municipal Code.

It is understood that the City Manager is not to be treated as an employee under the provisions contained in the City's Personnel Guidelines. It is further understood that the rights and obligations contained in said Guidelines are not binding upon the City with respect to the employment of the City Manager except as expressly enumerated in this Agreement.

15. Service of the City; Outside Activities. The City Manager shall render and devote exclusive service to the City on a full-time basis. The City Manager shall not spend any time in remunerated business outside of this Agreement, nor shall she spend more than ten hours per week in non-remunerated non-City connected business, without the prior approval of the City Council. No such outside activities shall be contrary to the interests of the City.

16. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the City Council of sufficient funds to pay the full amount due, or which may be due hereunder for the following year. A failure to appropriate such funds shall constitute a termination pursuant to Section 4 of this Agreement.

17. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

18. Miscellaneous Provisions.

(a) This Agreement is held to be the entire Agreement of the parties hereto.

(b) This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the City Manager.

(c) If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

In WITNESS WHEREOF, the parties have executed this First Amended Employment Agreement on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 16<sup>th</sup> day of April, 2019. The parties agree that signatures obtained via electronic means are sufficient and binding for this Agreement.

CITY OF LOUISVILLE

CITY MANAGER

\_\_\_\_\_

\_\_\_\_\_

Robert P. Muckle, Mayor

Heather A. Balsler,  
City Manager

Date:\_\_\_\_\_

ATTEST:

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

Date:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Kelly PC  
City Attorney

## **FIRST AMENDED EMPLOYMENT AGREEMENT**

**THIS FIRST AMENDED EMPLOYMENT AGREEMENT** ("Agreement") is made effective as of the ~~6<sup>th</sup>~~16<sup>th</sup> day of ~~January, 2018~~April, 2019, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "the City" and Heather A. Balsler, hereinafter known as "the City Manager."

**WHEREAS**, the City desires to employ the services of Heather A. Balsler for the office of City Manager of the City of Louisville, Colorado; and

**WHEREAS**, the City and the City Manager desire to set forth certain specifics concerning the employment of the City Manager by the City, and to establish conditions of employment and working conditions of said Manager; and

**WHEREAS**, the City Manager desires to accept employment as City Manager of the City of Louisville under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the following mutual covenants and conditions the parties agree as follows:

1. Duties; Residency. The City agrees to employ Heather A. Balsler as City Manager to perform the functions and duties specified by Colorado State Statutes, the Louisville Home Rule Charter and Municipal Code, and any other applicable laws, ordinances, or regulations of the City of Louisville. In addition, the City Manager agrees to perform any other legally permissible and proper duties and functions as the City Council of the City shall from time-to-time assign to the City Manager. The City Manager shall comply with the City's policies concerning workplace conduct, including without limitation the City Code of Ethics and the City's policies regarding discrimination, harassment, retaliation, workplace violence, workplace safety, and equal employment opportunity. The City Manager is and shall remain a resident of the City throughout the City Manager's appointment.

2. Term. The City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the City Manager at any time, subject to the provisions set forth in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from her position upon thirty (30) days prior written notice, subject only to the provisions as set forth in Section 4 herein. The City Manager's first day of employment as City Manager ~~is~~was January 6, 2018.

3. Compensation. The City agrees to pay to the City Manager for her services rendered pursuant hereto an annual base salary of ~~\$180,000~~183,600.00, commencing ~~upon her first day of employment as City Manager and~~January 6, 2019, payable in biweekly installments at the same time as other employees of the City are paid, and including retroactive pay for the period January 6, 2019 to April 16, 2019 to be paid in the next pay period following execution of this First Amended Employment Agreement.

The position of City Manager is an exempt position under the provision of the Fair Labor Standards Act. As such, the City Manager shall not be bound by the record keeping or overtime provisions of the Act, and shall not earn overtime pay or compensatory time.

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may be amended, shall apply to the City Manager as they would to other full-time employees of the City.

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13. Reimbursement of General Expenses. The City recognizes that certain expenses of a non-personal and job-related nature will be incurred by the City Manager, and hereby agrees to reimburse reasonable general expenses, which shall be submitted for review by the Mayor prior to City Council approval.

14. Other Terms and Conditions of Employment. The City Council shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with the provisions of this Agreement, the Colorado State Statutes, or the Louisville Home Rule Charter or Municipal Code.

It is understood that the City Manager is not to be treated as an employee under the provisions contained in the City's Personnel Guidelines. It is further understood that the rights and obligations contained in said Guidelines are not binding upon the City with respect to the employment of the City Manager except as expressly enumerated in this Agreement.

15. Service of the City; Outside Activities. The City Manager shall render and devote exclusive service to the City on a full-time basis. The City Manager shall not spend any time in remunerated business outside of this Agreement, nor shall she spend more than ten hours per week in non-remunerated non-City connected business, without the prior approval of the City Council. No such outside activities shall be contrary to the interests of the City.

16. Funding. Notwithstanding any other provisions contained herein, this Agreement is subject to an annual appropriation by the City Council of sufficient funds to pay the full amount due, or which may be due hereunder

for the following year. A failure to appropriate such funds shall constitute a termination pursuant to Section 4 of this Agreement.

17. Constitutionality. The parties hereto do not extend this Agreement to be a multiple fiscal year financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, and this Agreement shall be interpreted so as to avoid any such meaning.

18. Miscellaneous Provisions.

(a) This Agreement is held to be the entire Agreement of the parties hereto. ~~The parties hereby mutual terminate that certain Employment Agreement for Interim City Manager dated effective July 15, 2017.~~

(b) This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, and assigns of the City Manager.

(c) If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.

In WITNESS WHEREOF, the parties have executed this First Amended Employment Agreement on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the ~~6th~~16th day of ~~January, 2018~~April, 2019. The parties agree that signatures obtained via electronic means are sufficient and binding for this Agreement.

CITY OF LOUISVILLE

CITY MANAGER

\_\_\_\_\_

\_\_\_\_\_

Robert P. Muckle, Mayor

Heather A. Balsler,  
City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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| [Light + Kelly, P.C. PC](#)  
City Attorney

**SUBJECT: APPROVAL OF PEACE OFFICERS MENTAL HEALTH  
SUPPORT GRANT APPLICATION**

**DATE: APRIL 16, 2019**

**PRESENTED BY: DAVID HAYES, CHIEF OF POLICE**

**SUMMARY:**

Colorado Department of Local Affairs (DOLA) is offering a one-year Peace Officers Mental Health Support Grant Program that, if granted, will provide clinicians (and associated costs for the clinicians), to assist police officers in providing assistance to individuals in the Louisville community with mental health issues. This grant will also provide psychological services for Louisville Police Officers as well as outside training for officers assisting those with mental illness.

Calls regarding mental health issues continue to increase in both the number as well as complexity. This grant will assist the City of Louisville Police Department and Boulder Mental Health Partners in providing additional and enhanced services to those in need, as well as provide services to our Police Officers.

**FISCAL IMPACT:**

The total amount of grant funds requested is \$125,039. The City will receive the grant proceeds and then remit those proceeds to Boulder Mental Health Partners based on services performed. The grant proceeds will equal the cost of services, so there is no positive or negative fiscal impact. Both the appropriate revenue and expenditure budgets will be amended at a future budget amendment hearing.

**RECOMMENDATION:**

Staff recommends the City Council approve the grant application.

**ATTACHMENT(S):**

1. Grant Application



**COLORADO**  
 Department of Local Affairs  
 Division of Local Government

### Peace Officers Mental Health Support Grant Program

**Local Government/Organization:** Louisville, City of  
**Status:** Submitted  
**Filed On:** 2019-03-26T14:01:34  
**Filed By:** LOUISVILLEPOLICE  
**Reviewed On:** 2019-03-26T11:34:12  
**Reviewed By:** TNORTON  
**Reviewer Notes:** Suspended per your request

#### Application Overview

C.R.S. 24-32-3501 The Peace Officers Mental Health Support grant program within the Department of Local Affairs (DOLA) is available for local law enforcement agencies to engage mental health professionals who can provide:

- On-scene response services to support peace officers' handling of persons with mental health disorders; and
- Counseling services to peace officers.

This grant program will accept and approve requests on a first-come first-serve basis. Applications will be reviewed in the order of receipt with a date and time stamp on each application. Funds will be awarded until all program funds have been exhausted.

#### A. APPLICANT/CONTACT INFORMATION

1. **Local Government/Organization:** Louisville, City of

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. **Principal Representative:**

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

**Honorific:**

**First Name:** Jen

**Middle Name:**

**Last Name:** Kenney

**Suffix:**

**Role:** Sub-Administrator

**Mailing Address:** 992 Via Appia Way

**Address 2:**

**City:** Louisville

**State:** CO

**Zip Code:** 80027

**Phone #:** 303-335-4638

**Email Address:** jkenney@louisvilleco.gov

3. **Responsible Administrator (will receive all mailings) for the Application:**

**Honorific:**

First Name: Jeff  
Middle Name:  
Last Name: Fisher  
Suffix:  
Role: Responsible Administrator  
Mailing Address: 992 Via Appia Way  
Address 2:  
City: Louisville  
State: CO  
Zip Code: 80027  
Phone #: 303-335-4635  
Email Address: fisherj@louisvilleco.gov

## B. APPLICATION QUESTIONS

### 1. Amount of grant funds requested

125,039.33

### 2. Intended use of grant funds

Please detail what the grant funds would be used for in relation to:

- On-scene response services to support peace officer's handling of persons with mental health disorders; or
- Counselling services to peace officers

The Louisville Police Department is requesting these grant funds to support both on-scene response services when our officers encounter persons with mental disorders and/or are in mental crisis. We also are requesting funding to support our ongoing effort to provide industry standard psychological and counseling services for our officers when they are exposed to traumatic incidents. The Louisville Police Department is requesting these grant funds to support both on-scene response services when our officers encounter persons with mental disorders and/or are in mental crisis. We also are requesting funding to support our ongoing effort to provide industry standard psychological and counseling services for our officers when they are exposed to traumatic incidents. We plan to contract with Boulder Mental Health Partners E.D.G.E. (Early Diversion, Get Engaged) program to provide on-scene response services for our officers to utilize when dealing with community members with mental disorders and/or who are in mental crisis. We would like to contract for 1 full-time clinician who would be housed full-time at the Louisville Police Department, and available for evaluations, consults/training with Louisville Police Staff, ride-alongs and follow ups/referrals with community members who are in need of mental health services. We would also like to contract for a 1/4 time Lead Clinician to provide supervisory services for the clinical work at the Police Department, and also provide on-scene crisis services to community members. The E.D.G.E. program has been successfully implemented in City of Boulder and western Boulder County, with a high level of acceptance of behavioral health crisis intervention services at the site. EDGE leads to engagement in at least 1 behavioral health treatment service for 44% of eligible contacts, significantly higher than the national benchmark of 29%. Co-Response Team: Through this proposal, the collaborative partnership will develop an eastern EDGE team to deliver co-response services in the City of Louisville. Rather than forming a small team of officers dedicated only to co-response, the EDGE model is unique in that it can dispatch behavioral health clinical support staff to any responding officer. This maximizes officer resources by allowing any and all officers to work within the co-response model. Grant funding will be utilized to subcontract with Mental Health Partners to provide licensed behavioral health clinicians as part of the co-response team. 1 EDGE Clinician (full time) and one Lead E.D.G.E. Clinician (1/4 time) will provide coverage to the City of Louisville 5 days per week, with projected hours of operation 9am-6pm. The E.D.G.E. clinicians will be stationed onsite at the Louisville Police Department so they can provide immediate consultation and response to calls, as well as attend briefings with law enforcement staff. For in-house mental

health support services, we intend to contract with Brower Psychological Services, an American Board of Police Psychologists certified counseling firm, to provide counseling services for our officers and Department members.

### 3. Project Budget

Please provide a project budget breakdown detailing dollar amounts requested and the time frame the funds will be used. Be specific.

Download

Louisville Police Department Mental Health Support Grant Funding Request Summary.pdf

### 4. Collaboration with mental health centers

List the name(s) of any community mental health centers your agency intends to collaborate with for this application.

If your agency will not collaborate with a mental health agency, please explain why.

Boulder Mental Health Partners 1000 Alpine Boulder, Colorado 303-443-8500 Brower Psychological Services - Executive Suites 8354 Northfield Blvd., Suite 3700 Denver, CO 80238 (720) 222-3400

### 5. Advance payment request

If an advance payment is being requested, please detail financial circumstances that support the request. If an advance is NOT being requested, please respond with N/A.

N/A

## C. BOARD APPROVAL/TABOR

### 1. Official Board Action

Assurance of community priority. Applications cannot be submitted unless approved by the city/town/county Board, Council or Trustees.

Date Official Board Action Authorizing this application:

04/16/2019

### 2. TABOR compliance

The funds for the Peace Officer Mental Health Support grant program are state funds.

Does the applicant have voter authorization to receive and expend state grant funds without regard to TABOR revenue limitations?

N

If yes

If yes, explain:

If no

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

N

Affirm local government Attorney has confirmed this TABOR statement.

Y

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The E.D.G.E. program has been successfully implemented in City of Boulder and western Boulder County, with a high level of acceptance of behavioral health crisis intervention services at the site. EDGE leads to engagement in at least 1 behavioral health treatment service for 44% of eligible contacts, significantly higher than the national benchmark of 29%.

Co-Response Team: Through this proposal, the collaborative partnership will develop an eastern EDGE team to deliver co-response services in the City of Louisville. Rather than forming a small team of officers dedicated only to co-response, the EDGE model is unique in that it can dispatch behavioral health clinical support staff to any responding officer. This maximizes officer resources by allowing any and all officers to work within the co-response model. Grant funding will be utilized to subcontract with Mental Health Partners to provide licensed behavioral health clinicians as part of the co-response team. 1 EDGE Clinician (full time) and one Lead E.D.G.E. Clinician (1/4 time) will provide coverage to the City of Louisville 5 days per week, with projected hours of operation 9am-6pm. The E.D.G.E clinicians will be stationed onsite at the Louisville Police Department so they can provide immediate consultation and response to calls, as well as attend briefings with law enforcement staff.

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# Louisville Police Department Mental Health Support Grant Fund Request Summary

## Boulder Mental Health Partners E.D.G.E. (Early Diversion, Get Engaged) Contract Services Summary

Personnel	Quantity	Cost
Full Time EDGE Clinician	1	\$55,140.00
¼ time Lead EDGE Clinician	1	\$14,825.25 (25% of \$59,301.00)
		Sub Total = \$69,965.25
<b>Fringe and Benefits</b>		
Full Time EDGE Clinician	1 (calculated @ 20% of salary)	\$11,028.00 (20% of \$55,140)
¼ Time Lead EDGE Clinician	1 (calculated @ ¼ of 25% of salary)	\$3,706.31
		Sub Total = \$14,734.31
<b>Indirect Costs</b>		
Full Time EDGE Clinician	1 (calculated @ 20% of salary)	\$11,028.00 (20% of \$55,140.00)
¼ Time Lead EDGE Clinician	1 (calculated at ¼ of 20% of salary)	\$2,965.00
		Sub Total = \$13,993.00
<b>Staff Training</b>		
Full Time EDGE Clinician	1	\$1,000.00
¼ Time EDGE Lead Clinician	1	\$250.00
		Sub Total = \$1,250.00
<b>Other Expenses</b>		
Educational Handouts		\$2,000.00
Outside Trainers for Training of Police Officers and Community Members		\$6,500.00
Cellphone	2 (calculated at \$600.00 for Full Time EDGE Clinician & \$150.00 for ¼ EDGE Lead Clinician)	\$750.00
Mileage	Calculated at \$.545/mile @ 1095 miles	\$596.77
Office Supplies		\$250.00
		Sub Total = \$10,096.77

Boulder Mental Health Partners

TOTAL \$110,039.33

### Brower Psychological Services

Personnel	Quantity	Cost
Brower Psychological Services for Louisville Police Officers	150 hours of counseling (calculated @ \$100/Hour)	\$15,000.00

Brower Psychological Services

TOTAL \$15,000.00

**GRAND TOTAL FOR ALL SERVICES \$125,039.33**

**Colorado Department of Local Affairs  
Peace Office Mental Health Support Grant Program SFY20**

To develop a collaborative partnership between Louisville Police Department and Mental Health Partners to expand the Early Diversion, Get Engaged (EDGE) Program. EDGE is a law enforcement and behavioral health co-response program that aims to prevent unnecessary arrest, incarceration, and hospitalization of individuals with a behavioral health issue. The program refers eligible individuals to behavioral health treatment options to divert further use of officer resources and support a positive outcome for the individual. EDGE provides a vital entry point into community-based behavioral health treatment as an effective alternative to arrest and incarceration, thereby reducing the harms of criminal justice involvement for those with addictions and mental illness, such as barriers to housing and employment, increased rates of trauma, and reduced access to effective treatment interventions.

The E.D.G.E. program has been successfully implemented in City of Boulder and western Boulder County, with a high level of acceptance of behavioral health crisis intervention services at the site. EDGE leads to engagement in at least 1 behavioral health treatment service for 44% of eligible contacts, significantly higher than the national benchmark of 29%.

*Co-Response Team:* Through this proposal, the collaborative partnership will develop an eastern EDGE team to deliver co-response services in the City of Louisville. Rather than forming a small team of officers dedicated only to co-response, the EDGE model is unique in that it can dispatch behavioral health clinical support staff to any responding officer. This maximizes officer resources by allowing any and all officers to work within the co-response model. Grant funding will be utilized to subcontract with Mental Health Partners to provide licensed behavioral health clinicians as part of the co-response team. 1 EDGE Clinician (full time) and one Lead E.D.G.E. Clinician (1/4 time) will provide coverage to the City of Louisville 5 days per week, with projected hours of operation 9am-6pm. The E.D.G.E clinicians will be stationed onsite at the Louisville Police Department so they can provide immediate consultation and response to calls, as well as attend briefings with law enforcement staff.

*Response Format:* Law enforcement requests EDGE response to the scene and clinicians will self-stage to await law enforcement instructions. Mental Health Partners clinicians and law enforcement officers work together to resolve to the incident and ensure the safety of the individual and the scene. The clinicians will de-escalate the situation and collaboratively determine with law enforcement the appropriate next steps for the individual, which may include transportation to emergency services, crisis intervention, or education and referral to behavioral health treatment options.

The City of Louisville is experiencing a steady increase in calls for service which involve persons in mental crisis. One of the primary drivers for this is the fact Louisville is home to Centennial Peaks Mental Health Hospital. The Police Department frequently encounters, and provides services to, citizens who are either seeking mental health treatment or have been discharged from Centennial Peaks after seeking mental health treatment.

**Project Budget (Attached)**

## Collaboration

The eastern Boulder County expansion will be developed and implemented collaboratively between Louisville Police Department and Mental Health Partners. **Louisville Police Department will join the existing EDGE Oversight Committee.** The Committee, composed of leadership-level representatives from law enforcement partners, Mental Health Partners, Boulder County Health and Human Services, and the 20<sup>th</sup> Judicial District, meets quarterly to enhance collaboration among partners, ensure the program achieves its identified objectives, and plan for long-term fiscal and operational sustainability.

In the EDGE model, behavioral health support services are provided by employees of Mental Health Partners, the Certified Community Mental Health Center serving Boulder County and primary provider of behavioral healthcare in the area. Consequently, EDGE Clinicians and Peer Support Specialists can provide comprehensive education to the individual about available treatment options and facilitate access to treatment and other resources.

All EDGE Clinicians are carefully selected for program fit, and are highly trained in crisis response, including de-escalation techniques, Motivational Interviewing, co-occurring substance use assessment, trauma-informed and culturally responsive care, Solution-Focused Brief Therapy, and suicide prevention and safety planning. EDGE Clinicians have extensive clinical training and licensure, with the following minimum qualifications: Master's degree in psychology, social work, counseling, or related field; 1-2-year internship and 1-7 years of experience in a clinical setting; and licensed or working toward licensure. Clinicians will also receive ongoing training from law enforcement partners on scene safety, negotiation, current common illegal substances in the community, among others. These trainings are focused on safety to ensure that law enforcement remains in control of the scene and that clinical staff are not a liability on the scene. The clinicians provide a clinical understanding of behavioral health conditions and experienced use of clinical judgement to observe the individual to assess for risk of harm to self and others, symptom interference, and immediate needs of the individual.

Through EDGE, participants have a direct linkage to behavioral health treatment services with MHP, as eligible individuals can receive targeted education about services on scene and create a plan for follow up. The clinician will follow-up with the individual within 24 hours if there is a clinical need. EDGE Peer Support Specialists, employed by MHP, then conduct additional outreach with the individual to facilitate entry into treatment, and linkage to wraparound support services. Peer Support Specialists have firsthand experience with mental illness and share a unique empathy and perspective with clients undergoing the challenges of mental illness or substance use. The EDGE team can conduct a warm handoff to MHP's comprehensive continuum of services, including: 24/7/365 crisis intervention, outpatient therapeutic services, psychiatric and medication services, substance abuse and addictions services, residential treatment, and prevention and wellness programs such as supported employment, supported housing and socialization activities specifically designed for individuals experiencing a behavioral illness. Peer Support Specialists also connect with the individuals' chosen treatment provider or community-based and public services such as emergency shelter, housing support, benefits acquisition, or food assistance.

**SUBJECT: APPROVAL OF 2019 ARBOR DAY PROCLAMATION**

**DATE: APRIL 16, 2019**

**PRESENTED BY: CHRIS LICHTY, PARKS & RECREATION DEPARTMENT**

**SUMMARY:**

One of the obligations of being a Tree City USA is to formally celebrate Arbor Day every year. This year the City of Louisville will celebrate Arbor Day on Friday, April 19, 2019. The Forestry Division of the Parks and Recreation Department, in conjunction with the Public Landscaping Advisory Board, has developed a program of events that will promote the health and welfare of our urban forest. This proclamation formally announces this years' Arbor Day celebration.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Approve

**ATTACHMENT(S):**

1. 2019 Arbor Day Proclamation
2. Tree Planting Event Flyer

## **ARBOR DAY 2019**

**WHEREAS,** The City of Louisville conducts an annual Arbor Day Celebration, employs staff dedicated to tree care, has written a tree ordinance, and spends more than two dollars per capita on tree care, the National Arbor Day Foundation recognizes the City of Louisville as a Tree City USA for the 39<sup>th</sup> consecutive year and

**WHEREAS,** the City of Louisville received the Tree City USA Growth Award from the National Arbor Day Foundation for hiring a City Forester and completing an inventory of city trees and

**WHEREAS,** through the work of the Parks and Public Landscapes Board, the City of Louisville has established and committed to an ongoing landscape beautification master plan involving the planting of numerous trees and shrubs and

**WHEREAS,** through lottery proceeds the City of Louisville has established an arboretum and continues to maintain and manage through sound arboricultural practices.

**WHEREAS,** the Parks and Public Landscapes Board and City of Louisville staff continue to educate the public on sound horticultural and forestry practices and

**WHEREAS,** Arbor Day has been celebrated nationally since 1872.

**NOW THEREFORE,** I, Robert P. Muckle, Mayor of the City of Louisville, do hereby proclaim Friday, April 19, 2019 as Arbor Day in the City of Louisville and urge all citizens to celebrate efforts to care for our trees and woodlands and to support our city's community forestry program, and I urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

**DATED** this 16<sup>th</sup> day of April 2019.

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Robert P. Muckle, Mayor

ATTEST:

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Meredyth Muth, City Clerk



**2019 Arbor Day Tree Planting**

**Friday, April 19, 2019**

**11:00am to 2:00 pm**

**Location: Louisville**

**Arboretum**

**Please use the parking lot at the Skate Park/  
Inline Skate Rink or the Recreation  
Center parking lot**

**Trees will be planted with volunteers and students  
from local Elementary schools. We will learn about  
the benefits of urban trees and proper tree planting  
techniques.**

**(please bring a shovel if possible)**

**Sponsored by the City of Louisville Parks and  
Recreation Department and the  
Parks and Public Landscapes Advisory Board.**

For more information, please contact Chris Lichty  
City Forester at (303) 335-4733

**SUBJECT: APPROVAL OF CENTENNIAL VALLEY PARCEL O GENERAL DEVELOPMENT PLAN AMENDMENT CONSULTANT CONTRACTS**

- i. AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND FEHR AND PEERS TO CONDUCT A TRANSPORTATION STUDY FOR THE CENTENNIAL VALLEY PARCEL O GDP AMENDMENT**
- ii. AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND STUDIO SEED, LLC FOR PLANNING AND DESIGN SERVICES RELATED TO THE CENTENNIAL VALLEY PARCEL O GDP AMENDMENT**

**DATE: APRIL 16, 2019**

**PRESENTED BY: ROBERT ZUCCARO, PLANNING & BUILDING SAFETY DEPARTMENT**

**SUMMARY:**

Staff requests approval of contracts with Fehr and Peers to conduct a transportation study and Studio Seed, LLC to provide planning and design services for the Centennial Valley Parcel O General Development Plan (GDP) Amendment.

**BACKGROUND:**

Following presentation of the Parcel O Redevelopment Study on February 5, 2019 Study [[Link to Council Communication and Final Report](#)], City Council directed staff to work with the property owners within Parcel O to develop a GDP amendment to implement the findings of the Study. To assist with the evaluation and development of the GDP amendment, staff requests that Council approve contracts for the following scopes of service:

- Fehr and Peers (\$30,155) – Conduct a transportation study to understand current conditions and potential changes to traffic volumes and function following implementation of the GDP amendment. The analysis will include:
  - Vehicular, bicycle and pedestrian counts during peak periods for intersections surrounding the development and through the McCaslin corridor
  - Model and analyze scenarios that compare existing development potential with Alternative 2 and Alternative 3 of the Parcel O Redevelopment Study at current conditions and at a future (2040) date.
  - Conduct a safety assessment and make recommendations on capacity and safety based on the development scenarios.

- Studio Seed, LLC (\$8,000) – Provide visualizations and conceptual renderings to understand potential development layouts, building massing and other design elements that could result from the GDP amendment.

The City would require that any applicant for a GDP amendment that makes significant changes to land uses or densities submit a transportation study. The study will help to understand how traffic generation compares between development scenarios and current development potential and provides options for mitigation and safety improvements. In addition, providing renderings and modeling of the development scenarios will help to ensure the GDP amendment meets the community's expectations for design and character.

**FISCAL IMPACT:**

The fiscal impact of both contracts is \$38,155. This is an unbudgeted project. If Council approves the contracts, staff will include the contract amount as a budget amendment at a future meeting.

Under the City's purchasing policy all contracts greater than \$25,000 should undergo a competitive bid process. This policy would apply to the traffic analysis contract. Staff requests a waiver to this policy based on Council's direction to expedite the processing of the GDP amendment. A competitive bid process would likely take a minimum of two months to complete. As an alternative, staff asked for proposals from three transportation engineering firms already engaged with the City and recommends Fehr and Peers based on price and the ability to complete the study in a short timeframe.

Staff requested the bid from Studio Seed, LLC because they were a sub-consultant with one of the bidding firms for the Parcel O redevelopment study and demonstrated through that process that they are qualified to conduct the desired work for the GDP amendment. Staff is also familiar with Studio Seed's work from past projects and they are a sub-consultant on the Superior Marketplace redevelopment study currently underway. Staff requests a sole source contract in this case to expedite the processing of the GDP amendment.

**RECOMMENDATION:**

Staff recommends approval of the contracts with Fehr and Peers and Studio Seed, LLC.

**ATTACHMENTS:**

1. Professional Services Agreement with Fehr and Peers
2. Fehr and Peers Proposal
3. Professional Services Agreement with Studio Seed, LLC
4. Studio Seed, LLC Proposal

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND FEHR & PEERS  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and FEHR & PEERS, a CALIFORNIA CORPORATION hereinafter referred to as the “Consultant”.

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Consultant for the purpose of providing TRANSPORTATION STUDY OF MCCASLIN PARCEL O services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, 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 amount payable under the terms of this Agreement.

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

## **5.0 PROJECT REPRESENTATION**

5.1 The City designates \_\_\_\_\_ as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by \_\_\_\_\_ and such person's designees.

5.2 The Consultant designates CHRISTOPHER BROWN as its project manager and CHARLES ALEXANDER as the ASSOCIATE IN CHARGE who shall be providing the Services under this Agreement.

## **6.0 TERM**

6.1 The term of this Agreement shall be from the Effective Date to \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure

or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or reduced in coverage until at least 30 days' prior written notice

has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this 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.

## **8.0 INDEMNIFICATION**

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

## 9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## 10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## **11.0 ASSIGNMENT**

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

## **12.0 DEFAULT**

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

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

## **14.0 INSPECTION AND AUDIT**

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

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

## **16.0 ENFORCEMENT**

- 16.1 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.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

## **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Consultant 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.
- 17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant's execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

## **18.0 INTEGRATION AND AMENDMENT**

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

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 the Consultant:

FEHR & PEERS  
ATTN: CHARLES ALEXANDER  
518 17<sup>TH</sup> ST. #1100  
DENVER, CO 80202  
TELEPHONE: (303) 296-4300

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved

to City and Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## 22.0 SUBCONTRACTORS

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

## 23.0 AUTHORITY TO BIND

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

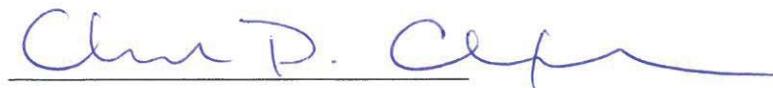
In witness whereof, the parties have executed this Agreement to be effective on the date first above written.

CITY OF LOUISVILLE,  
a Colorado Municipal Corporation

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

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

CONSULTANT:

  
\_\_\_\_\_

By: CHARLES D. ALEXANDER, PE, AICP  
Title: SENIOR ASSOCIATE

## Exhibit A

### City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

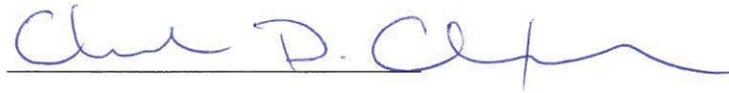
If Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102, City may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

A handwritten signature in blue ink, appearing to read "Charles D. Alexander", written over a horizontal line.

By: CHARLES D. ALEXANDER, PE, AICP

Title: SENIOR ASSOCIATE

MARCH 29, 2019

Date

**Exhibit B – Scope of Services**

**[Insert Scope of Service(s)]**

**EXHIBIT C**

**{Insert Consultant Service Pricing}**



March 15, 2019

City of Louisville  
McCaslin Parcel O  
Transportation Study

**SUBMITTED TO**

Planning & Building Safety  
City of Louisville  
749 Main Street  
Louisville, CO 80027

**SUBMITTED BY**

Fehr & Peers  
518 17th Street  
Suite 1100  
Denver, CO 80202

March 15, 2019

Robert Zuccaro, AICP  
Planning & Building Safety Director, City of Louisville  
749 Main Street  
Louisville, CO 80027

**Subject: McCaslin Parcel O Transportation Study**

Dear Mr. Zuccaro:

Thank you for the opportunity to assist you with transportation planning services for the study of Parcel O adjacent to McCaslin Boulevard. Based on our conversations, I understand that the City of Louisville would like assistance in completing transportation analysis and report documentation regarding potential redevelopment scenarios for Parcel O per the *McCaslin Parcel O Redevelopment Study (2019)*. The project would require evaluating nine intersections using traffic volume data collected during the AM, mid-day, and PM peak periods collected as a part of this project and recommending transportation improvements for each alternative.

Attachment A includes a brief description of Fehr & Peers and our qualifications, Attachment B defines our proposed Scope of Work, and Attachment C includes our proposed timeline and fee. We can deliver a draft report by May 17, 2019 and final report that includes one round of city staff comments by May 31, 2019.

Let me know if you have any questions or require additional information.

Sincerely,

FEHR & PEERS



Charles D. Alexander, PE, AICP

Senior Associate

P19-011-DN



## **Attachment A: Why Fehr & Peers?**

### **Recent Success in Louisville**

Fehr & Peers has worked closely with staff at the City of Louisville over the past year in completing the South Boulder Road Connectivity Study. During that process, we enjoyed collaborating with city staff to develop solutions for enhanced at-grade and grade-separated crossing along the corridor. The process of analyzing impacts and tradeoffs, as well as producing recommendations for review by city staff and elected officials, was data-driven and required many of the same analytical skills necessary for the Parcel O study.

### **Unique Tools**

Fehr & Peers understands the importance of determining trip generation that more closely reflects the nature and accessibility of mixed-use developments. [MainStreet](#) is a web-based application that was developed by Fehr & Peers for estimating the trip generation of such developments. The tool included peer reviewed research and best practices, and has been applied to projects across Colorado, as well as in our other offices nationwide.

Current accepted methodologies, such as the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, are primarily based on data collected at suburban, single-use, or freestanding sites. These defining characteristics limit their applicability to mixed-use or multi-use development projects, which are generally higher-density and walkable settings with nearby local or regional transit. The land use mix, potential design features, and setting of the site near McCaslin Station could influence travel behavior differently than a typical single-use suburban development oriented to the automobile. Thus, traditional data and methodologies such as ITE do not accurately estimate the site's trip generation which we believe to be very important to ensure the transportation network is right-sized to the estimated number of trips. A right-sized network will ensure fiscally conscious solutions are recommended and that the site is not overbuilt which could negatively affect Louisville's long-term maintenance commitments.

### **Strategic Project Approach**

Fehr & Peers has worked on numerous transportation impact analysis studies for both developers and municipalities across Colorado. We propose a refined approach to the study due to our recent local experience analyzing South Boulder Road and best practices produced from the success of other applicable studies. We want to provide you all of the important information that will allow for



informed decisions that staff, elected officials, and the general public will support. We propose a cost-effective approach that homes in to the most important details, with the opportunity to add-on additional services if you so choose. We are flexible and want to ensure we meet the core project requirements while being transparent in identifying the core versus optional project needs.

### **Authored CDOT's Traffic Guidelines**

Fehr & Peers worked for the Colorado Department of Transportation to develop CDOT's 2018 *Traffic Analysis and Forecasting Guidelines*. The purpose of the guidelines is to develop consistent, reliable, and credible traffic analysis and forecasting procedures for all projects on the State Highway System. Given the proximity of Parcel O to the US 36 / McCaslin Boulevard interchange, analysis for this study should be done considering the likelihood of later analysis or review by CDOT. Through this effort, we will provide a high-level review of the interchange's operations using Synchro which will inform the City as to whether more detailed analysis will be necessary at a later stage for CDOT reviews or approvals.

### **Project Experience**

Fehr & Peers has supported developers and jurisdictions in analyzing transportation impacts from proposed developments most recently in the City and County of Denver, City of Arvada, City of Castle Pines, and City of Colorado Springs. These projects range from suburban residential or industrial developments, to complex mixed-use projects in dense urban environments or near frequent transit. For the past two years, Fehr & Peers has been the sole transportation consultant assisting the developer of the River Mile project at the existing Elitch Gardens site in Denver. The project is large in scale and inherently complex due to its size and site constraints. As a part of the project team, we have estimated trip generation for each phase of the project, utilized our MainStreet tool to more accurately illustrate the project's generated trips, and conceptually analyzed traffic operations on the proposed street network. The street network was developed with our input, and further enhanced through our recommendations on pedestrian and bicycle connectivity both inter- and intra-site, as well as to nearby transit.



## **Attachment B: Scope of Work**

The *McCaslin Parcel O Redevelopment Study* reviewed the McCaslin Subarea which currently exists as primarily a retail destination that has experienced store closings beginning with the shuttering of Sam's Club in 2010. The City of Louisville is exploring redevelopment opportunities of this underutilized 11 parcel site, and identified two preferred alternatives from the study that require further analysis of the potential transportation impacts. Alternative 2 would redevelop two parcels, the former Sam's Club and where Kohl's currently operates (though will close in 2019) with 120 hotel rooms and 245 multifamily units. Alternative 3 would redevelop the entire site bound by Dillon Road to the south, Cherry Street to the north, Dahlia Street to the east, and McCaslin Boulevard to the west. Proposed uses in this alternative include the addition of 65 ksf office/medical, 120 hotel rooms, 525 multifamily units, and 45 ksf retail/services.

The study will measure these alternatives against the existing plus full-build scenario under the current zoning (current GDP). The following outlines the steps required to accomplish this study and the associated deliverables.

### **Task 0 – Meeting Attendance**

Up to six meetings which include the project kick-off and intermittent check-ins with staff, as well as attendance of the Planning Commission meeting anticipated in June 2019 and City Council meeting anticipated in July 2019. We expect to participate in two in-person meetings with staff, two conference calls with staff, and the Planning Commission and City Council meetings in-person.

### **Task 1 – Traffic Counts**

Collect six hours of vehicular, bicycle, and pedestrian counts at nine intersections during the weekday AM, mid-day, and PM periods (2 hour segments). Study intersections include:

1. Marshall Road / McCaslin Boulevard
2. Southbound US 36 Ramps / McCaslin Boulevard
3. Northbound US 36 Ramps / McCaslin Boulevard
4. Dillon Road / McCaslin Boulevard
5. Dahlia Street / Dillon Road
6. Cherry Street / Dahlia Street
7. Cherry Street / McCaslin Boulevard
8. Century Drive / McCaslin Boulevard
9. Via Appia / McCaslin Boulevard



## **Task 2 – Traffic Analysis**

### **Overview**

The traffic analysis is proposed to include six scenarios studying both the AM and PM peak hour. Following the collection of traffic counts, we will assess whether or not study of the weekday mid-day peak hour is necessary. In our experience the weekday mid-day peak hour is likely to be lower than the AM and PM peak hours, and the proposed land uses' trip generation is likely to be highest during the AM or PM peak hours. We recommend studying the following six scenarios:

1. Existing (2019) plus current GDP
2. Existing plus Alternative 2
3. Existing plus Alternative 3
4. Future (2040) plus current GDP
5. Future plus Alternative 2
6. Future plus Alternative 3

The Existing and Future plus current GDP scenarios will provide a baseline from which to compare the impacts to the surrounding transportation network from the Alternative 2 and Alternative 3 scenarios.

### *Optional Tasks*

As described above, we do not foresee needing to study the weekday mid-day peak hour. However, we can do so as an optional task if desired by city staff or if traffic counts reveal it is necessary. It would most likely be necessary during a Saturday peak hour if an alternative includes a large retail component.

Additionally, as the Alternative 2 and Alternative 3 scenarios will be measured against the current GDP scenarios, we recommend excluding Existing and Future "no project" scenarios for efficiency of schedule and budget. We will have the count data and can study "no project" scenarios if desired by city staff.

### **Trip Generation, Distribution & Assignment**

Using our MainStreet tool, trips will be generated for each of the three scenarios (current GDP, Alternative 2, and Alternative 3). For reference, MainStreet also provides comparison's to ITE's *Trip Generation Manual*. The tool will analyze and estimate trip reductions per those choosing to access



the site via walking, bicycling, or transit, as well as intra-site trips due to the mixed-use nature of the development proposals. A distribution of trips will be developed and reviewed by staff to ensure the proposed trip assignment closely matches existing traffic flows.

*Deliverables: Tables illustrating proposed trip generation and maps showing trip assignment for check-in meeting #1 with staff.*

### **Existing Conditions Analysis**

The trips generated for each scenario will be applied to the existing count data collected as a part of this project. Intersection operations will be studied and documented under the three scenarios for each of the listed intersections using Synchro. The existing intersection geometry will also be documented in a narrative to provide context and a baseline to study the safety of design for all users who may be walking, bicycling, or driving to access the site. The estimated number of people who may travel to the site via alternative modes will be documented both per the existing count data and trip numbers produced by the MainStreet tool.

*Deliverables: Intersection operations tables, volume figures, and maps provided during check-in meeting #2 with staff.*

### **Future Conditions Analysis**

We will develop 2040 forecasts using existing traffic counts and DRCOG's FOCUS travel demand model for 2040. The trips generated for each scenario will be applied to these future trips and studied in Synchro to determine potential impacts on intersection operations.

*Deliverables: Intersection operations tables, volume figures, and maps provided during check-in meeting #2 with staff.*

### **Task 3 – Safety Assessment**

Due to the proposed mixed land uses and proximity to McCaslin Station (approximately one-half mile away), there is potential for the site to promote alternative transportation modes and facilitate transit-oriented development. Five years of crash data for all modes (provided by city) will be analyzed, as well as the existing geometry and operations for each study intersection to ensure all users may safely travel through the area and access the site. We will recommend safety enhancements for each study intersection.



*Deliverables: Map of crash history, brief narrative of trends and proposed safety improvements during check-in meeting #2 with staff.*

#### **Task 4 – Transportation Recommendations**

The analysis completed as a part of this study will be documented in a final report for distribution to city staff, the Planning Commission, and City Council. The report will include the steps taken as a part of this study, potential impacts and proposed mitigations that were identified, and recommended safety enhancements to the surrounding transportation network. The tables, maps, and other exhibits shared in the previous tasks will also be included in the report document.

*Deliverables: Draft report submitted to staff by May 17, 2019 and check-in meeting #3 to discuss the report. Final report submitted to staff following one round of comments by May 31, 2019.*



## Attachment C: Timeline & Fee

- Late-March: Project kick-off meeting (in-person)
- Early-April: Check-in meeting #1 (conference call)
- Late-April: Check-in meeting #2 (conference call)
- Mid-May: Check-in meeting #3 (in-person)
- Late-May: Report finalized and submitted to city staff.
- June: Planning Commission meeting (in-person)
- July: City Council meeting (in-person)



**FEHR & PEERS**  
**McCaslin Parcel O Transportation Study**

15-Mar-19

Tasks	Principal - Ann Bowers	Senior Associate - Charlie Alexander	Transportation Planner/Engineer - Chris Brown & Nikki Silva	Administration & Graphics - Allee Rodenbaugh	<i>Subtotal</i>
	\$240	\$195	\$130	\$110	
Task 0 - Meetings	0	9	9	0	\$ 2,925
Task 1 - Traffic Counts	0	0	2	0	\$ 260
Task 2 - Traffic Impact Analysis					
Trip Gen, Dist & Assign	1	2	16	0	\$ 2,710
Existing Conditions Analysis	1	4	24	1	\$ 4,250
Future Conditions Analysis	1	4	24	1	\$ 4,250
Task 3 - Safety Assessment	1	4	24	4	\$ 4,580
Task 4 - Recommendations & Final Report	2	8	40	4	\$ 7,680
Total Hours	6	31	139	10	
<i>Subtotal</i>					\$ 26,655
Traffic Counts					\$ 3,500
<b>Proposed Total Fee</b>					<b>\$ 30,155</b>
<i>Optional Tasks</i>					
<i>Study of Mid-Day Peak Hour across All Scenarios</i>					\$ 5,000
<i>Study of Existing (no project) Scenario</i>					\$ 1,000
<i>Study of Future (no project) Scenario</i>					\$ 1,000

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND STUDIO SEED LLC  
FOR CONSULTING SERVICES**

**1.0 PARTIES**

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and Studio Seed LLC, a Colorado Limited Liability Company hereinafter referred to as the “Consultant”.

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Consultant for the purpose of providing planning and design services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. [Further revise as needed to reflect whether contract is hourly or flat amount]. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, 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 amount payable under the terms of this Agreement.

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

## **5.0 PROJECT REPRESENTATION**

5.1 The City designates Rob Zuccaro, Planning and Building Safety Director, as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Rob Zuccaro and such person's designees.

5.2 The Consultant designates Cheney Bostic as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Cheney Bostic, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

6.1 The term of this Agreement shall be from the Effective Date to September 30, 2019, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any

liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
  - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
  - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
  - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice

has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this 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.

## **8.0 INDEMNIFICATION**

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

## 9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## 10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## 11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

## **12.0 DEFAULT**

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

## **13.0 TERMINATION**

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

## **14.0 INSPECTION AND AUDIT**

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

## **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

## **16.0 ENFORCEMENT**

- 16.1 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.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

## **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Consultant 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.
- 17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant's execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

## **18.0 INTEGRATION AND AMENDMENT**

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

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by 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 the Consultant:

Cheney Bostic  
Studio Seed LLC  
23080 Pinecrest Road, Golden, CO 80401

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## Exhibit A

### City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102, City may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.



intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**22.0 SUBCONTRACTORS**

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

**23.0 AUTHORITY TO BIND**

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

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

CITY OF LOUISVILLE,  
a Colorado Municipal Corporation

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

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

CONSULTANT:  
Studio Seed LLC

By:   
Title: Principal/owner

## Exhibit B – Scope of Services

- PHASE 1 – KICK OFF (APRIL)
  - o Contract approved.
  - o Meeting with staff to confirm scope, including number and detail of renderings, etc.
  
- PHASE 2 – CONCEPT SKETCHES AND EXISTING CONDITIONS (LATE APRIL)
  - o Review in detail draft GDP and EPS recommendations
  - o Start sketching site layout concepts (review with staff – in person or via email/phone/webex)
  - o Develop “existing conditions” model (this could be optional, but I find it useful for comparing before/after conditions)
  
- PHASE 3 – VISUALIZATIONS (MAY-EARLY JUNE)
  - o Develop visualizations depicting different development scenarios from EPS report and draft GDP amendment (including one round of feedback from staff). Proposal includes one site diagram and one basic massing model for each development scenario.
    - Architecture may include windows and roof forms for scale, but will remain conceptual in nature.
    - Site will be modeled as flat, showing curb to curb, sidewalks/tree lawns, parking areas, and minimal landscaping – also to remain conceptual in nature.
  - o Provide any feedback on GDP rec’s based on site concept testing.
  
- PHASE 4 – OUTREACH (JUNE)
  - o Attend up to (2) meetings to explain concepts, as needed.
  
- PHASE 5 – PACKAGE DELIVERABLES (JULY)
  - o Finalize deliverables and package for client to use in marketing the site.
  - o Deliver package to client. Graphics can be packaged in any form. Limited text to accompany graphics, as needed.

## EXHIBIT C

### COST PROPOSAL

- PHASE 1 – 4 HOURS
- PHASE 2 – 16 HOURS
- PHASE 3 – 36 HOURS
- PHASE 4 – 6 HOURS
- PHASE 5 – 6 HOURS

CONSULTANT HOURS – 68 HOURS (\$115 PER HOUR) = \$7,820

EXPENSES (PRINTING, TRANSPORTATION) = \$180

TOTAL FEE = \$8,000

# PROPOSAL FOR SERVICES: LOUISVILLE - MCCASLIN BOULEVARD REDEVELOPMENT CONCEPTS

March 14, 2019

## OVERVIEW

### 1. Relevant Qualifications

*Studio Seed, LLC is a woman-owned consultancy located in Golden, Colorado. The firm was established in 2018 to focus on urban design and land use planning combined with thoughtful engagement. Firm owner and principal Cheney Bostic has 15 years experience in the fields of urban design, architecture and landscape architecture. We serve the entire state of Colorado and Mountain West communities.*

*Our motto is “**planting inspiration; growing community**”. We strive to inspire - by using visualization and realistic solutions to inform communities we work in. We create simplicity out of complex ideas so everyone - no matter what their background - feels comfortable participating. With a background in architecture, firm owner and principal Cheney Bostic creates realistic solutions that are designed to code and market feasible with an eye toward design and placemaking.*

*Cheney Bostic excels at **public engagement and facilitation**. Almost every project involves working with a community to craft solutions. Cheney curates each individual workshop, open house, or charrette to be meaningful to the participants as well as to guide policy with the outcomes.*

### 2. Staff Bio (resume attached)

*Cheney is a professional consultant with 15 years experience in the fields of architecture, urban design and planning. Cheney works with communities of all sizes - from visioning “big ideas” to implementing complex projects. With her roots in architecture, Cheney offers realistic development solutions that are implementable and designed to code. Cheney has worked on urban design projects throughout the United States, with a focus on the Mountain West and West Coast communities. Her passion lies in urban infill projects that respond to an existing context, corridor projects that seek to transform over time, and transit-oriented development projects that add value to underutilized land. An overarching goal in all of Cheney’s projects is a desire to increase quality of life for residents and inspire action. Cheney incorporates environmental awareness into all aspects of her work. She thoroughly enjoys*

*working with the public, and is always amazed at the outcomes from collaborating with passionate citizens and stakeholders.*

*Cheney specializes in pre-design concept generation, land use studies, building typologies, master plans, neighborhood plans, corridor plans, and design guidelines. She has participated in numerous public speaking engagements to lecture on community engagement and visualization techniques as well as her branded topic of “practical urbanism”.*

### 3. Timeline and Scope of Work

*The following timeline assumes an estimated project timeline from April to July, 2019. This scope of work is preliminary based on discussions with staff and understanding of needs.*

- **PHASE 1 – KICK OFF (APRIL)**
  - Contract approved.
  - Meeting with staff to confirm scope, including number and detail of renderings, etc.
- **PHASE 2 – CONCEPT SKETCHES AND EXISTING CONDITIONS (LATE APRIL)**
  - Review in detail draft GDP and EPS recommendations
  - Start sketching site layout concepts (review with staff – in person or via email/phone/webex)
  - Develop “existing conditions” model (this could be optional, but I find it useful for comparing before/after conditions)
- **PHASE 3 – VISUALIZATIONS (MAY-EARLY JUNE)**
  - Develop visualizations depicting different development scenarios from EPS report and draft GDP amendment (including one round of feedback from staff). Proposal includes one site diagram and one basic massing model for each development scenario.
    - Architecture may include windows and roof forms for scale, but will remain conceptual in nature.
    - Site will be modeled as flat, showing curb to curb, sidewalks/tree lawns, parking areas, and minimal landscaping – also to remain conceptual in nature.
  - Provide any feedback on GDP rec’s based on site concept testing.
- **PHASE 4 – OUTREACH (JUNE)**
  - Attend up to (2) meetings to explain concepts, as needed.
- **PHASE 5 – PACKAGE DELIVERABLES (JULY)**
  - Finalize deliverables and package for client to use in marketing the site.
  - Deliver package to client. Graphics can be packaged in any form. Limited text to accompany graphics, as needed.

#### 4. Cost Proposal

- PHASE 1 – 4 HOURS
- PHASE 2 – 16 HOURS
- PHASE 3 – 36 HOURS
- PHASE 4 – 6 HOURS
- PHASE 5 – 6 HOURS

**CONSULTANT HOURS – 68 HOURS (\$115 PER HOUR) = \$7,820**

**EXPENSES (PRINTING, TRANSPORTATION) = \$180**

**TOTAL FEE = \$8,000**

#### 5. Insurance

*Certificate of Insurance Policy attached.*

**SUBJECT:           AWARD CONTRACT TO NORTHWEST ROOFING FOR PARKS  
HAIL DAMAGE REPAIRS**

**DATE:               APRIL 16, 2019**

**PRESENTED BY:   JORGE CALDERON, FACILITIES MANAGER**

**SUMMARY:**

Staff recommends awarding a contract to Northwest Roofing in the amount of \$155,990 along with a contingency of \$7,000 (5%) for unforeseen conditions for hail related roofing repairs at the Parks.

The City of Louisville experienced a severe hailstorm on June 18, 2018, which resulted in extensive damage to City facilities. This contract is one of several contracts that will be slowly coming forward seeking approval by City Council as scopes of work and insurance approvals are completed.

The Parks hail damage RFP was publically advertised in the *Daily Camera*, Rocky Mountain E-Purchasing website and the City’s website. Ultimately four (4) contractors submitted a proposal.

This RFP includes all of the Parks facilities damaged by hail: Miners Field, Cottonwood Park, the Skate Park & Arboretum, the Sports Complex, the Community Garden, Annette Brand Park, Cleo Mudrock Park, and Joe Carnival Park.

The three proposals are summarized below:

Contractor	Total Price
Northwest Roofing	\$155,990.00
Top That Roofing	\$163,317.61
Progressive Roofing	\$159,223.00

Northwest Roofing submitted the lowest overall price for all work. In addition, Northwest Roofing has agreed to work with Travelers Insurance to identify unforeseen items missed in the scope of work and to guarantee that pricing will not exceed the final amount approved by the insurance company for work that is covered by insurance.

**FISCAL IMPACT:**

The current replacement value of work approved by Travelers is approximately \$155,990 and fully covered by insurance proceeds.

**SUBJECT: AWARD CONTRACT PARKS HAIL DAMAGE REPAIR**

**DATE: APRIL 16, 2018**

**PAGE 2 OF 2**

**PROGRAM/SUB-PROGRAM IMPACT:**

Hail damage impacted facilities across several programs. In general, the repair of hail damage supports the desire to have facilities that are well maintained. In this case, the hail repairs provide facilities that are safe and functional in addition to being well maintained.

**RECOMMENDATION:**

Staff recommends awarding the Contract to Northwest Roofing in the amount of \$155,990 along with a contingency of \$7,000 (5%) for unforeseen conditions (if necessary, also covered by insurance proceeds).

**ATTACHMENT(S):**

1. Northwest Roofing Agreement with specifications
2. Request for Proposals

NORTH WEST  
ROOFING

CONTACT: - MATI RAWSON  
720-220-6625

**BID FORMS**

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**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

---

**THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
<u>#1</u>	<u>3-15-19</u>

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

**SCHEDULE OF UNIT PRICES**  
**Exhibit B**

**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

*2019 Parks Hail Damage (including all items specified in the Request for Proposals and its attached specifications listed as base bid or alternate)*

16 Miner' Field	\$ <u>11,985</u>
Alternate #16a – Miner's Field Concession, R & R gutters	\$ <u>950</u>
18 Cottonwood Park	\$ <u>9,895</u>
19 Heritage Park <u>excluding restrooms</u>	\$ <u>22,998</u>
Heritage Park Deduction – exclude replacement of dugout roofs	\$ ( <u>          </u> )
Alternate #19a Heritage Park restrooms only	\$ <u>9,000</u>
<u>REST ROOM SKYLIGHT - CUSTOM PYRAMID POLY.C.</u>	<u>8,400</u>
29 Skate Park and Arboretum	\$ <u>13,895</u>
32 Sports Complex	\$ <u>59,931</u>
Alternate #32a – curbed & domed skylight in Restrooms	\$ <u>1,950</u>
Alternate #32b – Pump house, add 3'x3' skylight	\$ <u>695</u>
49 Community Garden	\$ <u>1,900</u>
Annette Brand Park	\$ <u>5,991</u>
Cleo Mudrock Park	\$ <u>4,300</u>
Cleo Mudrock Park Deduction – exclude replacement of dugout roofs	\$ ( <u>3,400</u> )
Joe Carnival Park	\$ <u>2,000</u>
Performance and Payment Bond if awarded (must equal total contract price)	\$ <u>2,100</u>

**Alternates:**

- For any proposed alternates/upgrades to the base specification not included on this price sheet please include a separate pricing sheet describing the building affected, the specific components upgraded and the additional cost versus the base bid. Please include submittals if appropriate.

Estimated time to start work after Notice to Proceed

2 WEEKS

Estimated days to complete all work

\* 8 WEEKS

**\* DEPENDENT ON WEATHER AND PARK ACTIVITIES**

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

will be substantially complete and completed and ready for final payment in accordance with the contract on or before the dates or within the number of Contract Days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Certification of EEO Compliance
- (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;
- (c) Anti-Collusion Affidavit; and
- (d) Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens.

7. Communications concerning this Bid shall be addressed to:  
The address of BIDDER indicated below.

Matt Rawson c/o North West Roofing  
2755 S. Locust St #200  
Denver CO 80222

720-220-6625

MATTRAWSON@CENTURYLINK.NET

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on 4-9, 2019

If BIDDER is:

An Individual

By \_\_\_\_\_  
(Individual's Name)

(SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
(Firm Name)

(SEAL)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By Northwestern Builders Inc. dba North West Roofing  
(Corporation Name)

Colorado  
(State of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

Attest Mia Campbell  
(Secretary)

Business address: 2755 S. Locust Street, Suite 200  
Denver, CO 80222

Phone No.: 303.804.0303 (office) 720.220.6625 (Matt Rawson)

Date of Qualification to do business: 3.29.1962

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: 2019 Parks Hail Damage  
PROJECT NUMBER: 2019-HD-BP3  
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: Andalar, Inc. (Angel Andazola) Telephone No. 720.277.1958  
Address: 2601 S. Lowell Blvd  
City: Denver State: CO Zip Code: 80219  
Services/equipment to be provided: Roofing - Metal

Name: Union Gutters Telephone No. 720.569.3991  
Address: 2832 W. Park Place  
City: Denver State: CO Zip Code: 80219  
Services/equipment to be provided: Gutters

Name: American Dreams Construction Telephone No. 720.249.6430  
Address: 7250 S. Quince Street  
City: Centennial State: CO Zip Code: 80112  
Services/equipment to be provided: Roofing - Shingle

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Services/equipment to be provided: \_\_\_\_\_

ANTI-COLLUSION AFFIDAVIT

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

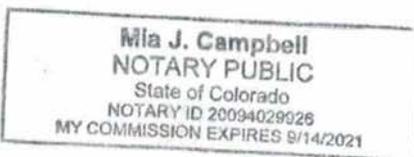
- 1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.
2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME SECOND CONTRACTOR'S FIRM OR COMPANY NAME (IF JOINT VENTURE)
BY: Scott Nakayama BY:
TITLE: Director of Operations TITLE:
DATE: 3.18.19 DATE:

SWORN BEFORE ME THIS 18th DAY OF March, 2019

NOTARY PUBLIC: Mia Campbell MY COMMISSION EXPIRES: 9.14.21



**CERTIFICATION OF EEO COMPLIANCE**

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**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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Instructions: BIDDER's and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. \_\_\_ Yes  No      I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. \_\_\_ Yes  No      I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. \_\_\_ Yes  No      I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
- 

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

**CONTRACTOR**  
 **BIDDER**    \_\_\_ **PROPOSED SUBCONTRACTOR**

BY:    MATT RAWSON   

TITLE:    SR. PROJECT MGR.   

DATE:    4-9-19

## Prohibition Against Employing Illegal Aliens

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**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

---

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

**Contractor's Pre-Contract Certification  
Regarding Employing Illegal Aliens**

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**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 9 day of APRIL, 2019.

Proposer: NORTHWEST ROOFING

By: MATT RAWSON

Title: SR. PROJECT MGR.

**SAMPLE AGREEMENT**

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**PROJECT: 2019 Parks Hail Damage**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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This Agreement, is made and entered this 9 day of APRIL, 2019 by and between the City of Louisville ("City"), a Colorado municipal corporation and NORTHWEST ROOFING [insert Contractor's legal name] ("Contractor").

**THE PARTIES AGREE AS FOLLOWS:**

1. **Scope of Work – Price.** The Contractor agrees to perform for the City all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Work"). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$ 155,990 [insert lump sum contract amount]. Costs for the Work shall not exceed those shown in Exhibit B. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, bonds, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: **2018 Golf Course Hail Damage Scope of Work and Specifications**. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

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

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

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

4. **Relationship of Contractor to City.** Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all

times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

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

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

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement by **xxxxxx xx, 2018**. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

c. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 6b above, plus any extensions agreed to in writing and signed by both the OWNER and CONTRACTOR. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **TWO HUNDRED FIFTY DOLLARS (\$250)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

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

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

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

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

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

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all

liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

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

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

- (1) Workers' Compensation insurance 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. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
- (2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed

operations. The policy shall include coverage for explosion, collapse, and underground hazards. 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 ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
- (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

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

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

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

f. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

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

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

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

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

17. **Timing of Change Orders.** The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the City schedule permits. The Project Manager, pursuant to the City's purchasing policies, shall be authorized to approve any single change order which does not exceed \$2,500 or which does not affect or decreases the price of the Work. The Project Manager, with the written concurrence of Director of Public Works, shall be authorized to approve any single change order which does not exceed \$5,000. All other change orders which increase the price of the Work shall be approved or denied in writing by the City only after formal action has been conducted in accordance with City Purchasing Policies. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

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

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

20. **Equal Opportunity Employer.** a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

21. **Independent Contractor.**

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

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

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

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

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Signatures on Following Page]

City of Louisville

By: \_\_\_\_\_  
Robert P. Muckle, Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO )  
 )ss  
COUNTY OF \_\_\_\_\_ )

The above and foregoing signature of \_\_\_\_\_ was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness my hand and official seal.

My commission expires on: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

## REQUEST FOR PROPOSALS

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**PROJECT: 2019 Parks Hail Damage Repairs**  
**PROJECT NUMBER: 2019-HD-BP3**  
**OWNER: CITY OF LOUISVILLE, COLORADO**

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### INTRODUCTION

The City of Louisville is inviting proposals from highly qualified general and commercial roofing contractors to repair hail damage caused by the June 18, 2018 hail storm at Parks locations in the City of Louisville.

**NOTICE IS HEREBY GIVEN**, proposals should be prepared and submitted using the attached Documents and Bid Forms which addresses the needs outlined herein. Proposals will be accepted until **4:00 PM on March 19, 2019**. Late proposals will not be accepted. Proposals shall be submitted via email in pdf format to:

David Szabados, Project Manager  
daves@louisvilleco.gov.

### OBJECTIVE

The objective of this Request for Proposals is to select a highly qualified contractor with demonstrated experience in the installation and repair of roofing systems, related roofing components along the Colorado Front Range.

### PROJECT NARRATIVE

The City of Louisville Parks suffered extensive hail damage on June 18, 2018. Most of the damage is to roofing systems, although the damage did extend to other building components. The City is working with Travelers Insurance to replace or repair hail damaged building components.

### ROOFING SPECIFICATION & SCOPE OF WORK

The included specification includes a list of general and specific requirements for this project.

A detailed scope of work has been provided by Travelers Insurance and is include for each building. **The expectation is that the detailed work be turnkey by the Contractor, except for exclusions listed in the Specifications.** Below is a brief summary of the scope of work for each building:

#### 16 Miners Field

- Dugouts (quantity – 2); remove and replace roofs, gutters & downspout
- Concession: remove and replace roof, steel door
- Storage Shed: remove and replace roof, gutter & downspout

#### 18 Cottonwood Park

Restroom: remove and replace roof

Pavilion: remove and replace roof

### 19 Heritage Park

- Picnic Table Awning: remove and replace roof
- Dugouts (quantity – 2): remove and replace roof
- Bathroom: remove and replace roof and skylight (Alternate 19a)
- Pavilion: remove and replace roof

### 29 Skate Park & Arboretum

- Arboretum: remove and replace roof

### 32 Sports Complex

- Dugouts (quantity – 8): remove and replace roof
- Communications building: remove and replace roof
- Pavilion #1: remove and replace roof
- Pavilion #2: remove and replace roof
- Pavilion #3: remove and replace roof
- Restrooms: remove and replace roof and polycarbonate twin wall skylight
- Maintenance shed: remove and replace roof
- Storage shed: remove and replace roof
- Pump house: remove and replace roof

### 49 Community Garden

- Storage shed: remove and replace roof
- Pergola: clean and paint
- Bench: clean and paint

### Annette Brand Park

- Pavilion: remove and replace roof
- Seasonal Restroom roof: remove and replace roof

### Cleo Mudrock Park

- Restroom: remove and replace roof
- Dugouts (quantity – 4): remove and replace roof

### Joe Carnival Park

- Pavilion: remove and replace roof
- Bench: paint

## **TIMELINE**

The City reserves the right to modify the proposal submittal and acceptance timeline at any time at its sole discretion.

Proposal Submittal and Acceptance:

Publication of Advertisement for potential bidders and release to select bidders.

February 25, 2019

Second advertisement for potential bidders.

March 1, 2019

Recommended onsite meeting and responses to questions.	March 7, 2019 @ 9:00am
Contractor Prequalification Statement due	March 12, 2019 @ 4:00pm
Inquiry Deadline	March 12, 2019 @ 4:00pm
Response to Inquiry, List of Qualified contractor	March 15, 2019 @ 4:00pm
RFPs Due	March 19, 2019 @ 4:00pm

## RECOMMENDED ONSITE MEETING

A recommended pre-bid conference and job walk through with representatives of prospective contractors will be held at **9:00 am at the Louisville Sports Complex, 1200 Courtesy Rd, Louisville, Colorado, on March 7, 2019.** Representatives of the City will be present to discuss the Project. Perspective Contractors are highly recommended to attend and present their questions relative to this RFP at this conference. Attendance at this pre-bid conference will be considered in the RFP evaluations.

## PREQUALIFICATIONS OF CONTRACTOR

**Contractors previously qualified in the last two years as a General Contractor or Roofing Contractor for a City Project will be considered qualified to submit a proposal for this project.** All other Contractors submitting proposals for the construction of the **Hail Damage Repairs** should meet the following minimum qualifications. Evidence of qualifications must be submitted no later than 4:00 pm on **March 12, 2019** via email to:

David Szabados, Project Manager  
daves@louisvilleco.gov

Prospective Contractors must use the attached “Contractor’s Prequalification Statement” form for this submittal. In addition to the information requested on the attached form, prospective General Contractors should meet the following minimum qualifications:

- Contracting company must have been in business and installing a variety roofing systems a minimum of three (3) years
- Contractor must be an authorized installer for the product selected by that contractor and carry a master level or equivalent of certification from the product manufacturer.
- Contractor must provide at least three responsive references for similar roofing projects in Colorado – references will be checked.
- Minimum Insurance Requirements: The Contractor must maintain general liability insurance equal to \$1,000,000 per occurrence and \$2,000,000 aggregate as outlined in the attached general conditions.
- Bonding Requirements: The General Contractor shall furnish performance and payment bonds, each in an amount at least equal to the contract price if awarded a contract in excess of \$50,000 as security for the faithful performance and payment of all of the contractor’s obligations under the contract documents. Bonding requirements are non-negotiable.
- Past Work Experience with Municipal Clients is beneficial

The City reserves the right to waive any and all informalities and qualification requirements and the right to reject any and all proposals. Only proposals from highly qualified general and commercial

roofing contractors will be accepted. Bids from suppliers, vendors, manufacturer's representatives or other entities will not be considered.

Prequalification statements will be reviewed through **March 15, 2019**. All Contractors submitting a prequalification statement will be contacted and informed if their prequalifications were approved and if a bid by that contractor will be accepted on or before **March 15, 2019**. Contractors are encouraged to submit their prequalification statements early. Prequalification statements that are submitted early may be reviewed and responded to prior to the above schedule.

## **INQUIRIES**

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Request for Proposals. Inquiries will also be accepted at the onsite meeting. An addendum will be released to all known prospective bidders with any required clarifications or revisions to this request or the associated construction documents after the Inquiry Deadline.

Inquires may be emailed to:

David Szabados, Project Manager  
daves@louisvilleco.gov

## **CONTRACT**

A sample copy of the contract award the City will use to contract with the Contactor is included as an addendum to this Invitation to Bid. The attached contract is only an example and is not to be completed at this time. **Bids in excess of \$50,000 will require a performance and payment bond and these bonds must be included in the base bid.**

## **RFP SUBMITTAL REQUIREMENTS**

Contractors who receive approval of their prequalification statements must submit their written proposals in pdf format via email prior to **4:00 pm Mountain Time on March 19,2019 to:**

David Szabados, Project Manager  
daves@louisvilleco.gov

### ***Proposals must use the supplied Bid forms. The following forms must be included:***

1. Bid Forms complete with any addendums acknowledged and Pricing Schedule – one for each project bid
2. Certification of EEO Compliance – one per contractor
3. Contractor's Anti-Collusion Affidavit – one per contractor
4. Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens – one per contractor
5. A list of subcontractors that will be used on these projects – one for each project bid

In addition to the provided bid forms, proposals must include the following:

- Material and/or product sheets for all components of the RFP. Weights, gauges and manufactures should be included.
- Warranty for materials and installation: copy of warranty preferred
- Any exclusion or modification from Travelers scope of work

After reviewing the written submittals, the City reserves the right to request an interview with some or all of the submitters.

All costs incurred in preparing for, printing, and delivering a submittal, along with any costs associated with travel or time spent in interviews or negotiation with the City are solely the responsibility of the submitter. The City is not liable for any costs incurred prior to issuance of a legally executed contract and/or purchase order.

All submittals become the property of the City, a matter of public record, and will not be returned. Proprietary Information included in submittals must be clearly identified and will be protected if possible. Unit pricing and total cost information will not be considered proprietary.

#### **SELECTION CRITERIA**

Proposals will only be accepted from prequalified General and Commercial roofing contractors installing pre-approved roofing systems. The following criteria will be used when selecting among the prequalified contractors.

- Pricing
- Product/material submittals
- Schedule
- References
- Attendance of onsite meeting
- Warranty

The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive. Prequalified contractors may submit multiple proposals if that contractor is certified in more than one of the preapproved roofing systems.

**SUBJECT:                   APPROVAL OF APPOINTMENT OF DEBRA BASKETT TO THE  
REVITALIZATION COMMISSION**

**DATE:                       APRIL 16, 2019**

**PRESENTED BY: BOB MUCKLE, MAYOR**

**SUMMARY:**

The Mayor would like to appoint Debra Baskett to the current vacancy on the Revitalization Commission (LRC). Ms. Baskett applied for the position in January and was interviewed by the full Council in February. Her application is attached.

As required by the LMC, appointments made to midyear vacancies expire at the end of the year at which time Ms. Baskett may reapply for the balance of the vacant term.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Appoint Debra Baskett to the LRC for the remainder of 2019.

**ATTACHMENT(S):**

1. LRC Application

## 2019 Board and Commission General Application

All applicants must complete this general application *AND ALSO* submit the supplemental questionnaire for each board to which you are applying.

You **MUST** meet the following criteria to serve on ANY Louisville Board or Commission:

- You must reside in the City of Louisville (exception for Business Retention Cmte)
- You may not be an employee of the City of Louisville

Name of Applicant: **Debra A. Baskett**

Date of Birth: [REDACTED]

Home Address: **730 W. Willow Street, Louisville, CO 80027**

Home Phone Number:

Cell Phone Number: **720 272 3069**

Email Address: **baskettdebra@gmail.com**

Occupation: **Transportation and Mobility Planner**

Employer: **City of Westminster**

Length of Time Living in Louisville: **one month (but 30 years in BoCo)**

Education: **Master's Degree in Architecture**

On which Board(s) or Commission(s) would you like to serve?

*You must also complete the questionnaire for each board to which you are applying.*

Board of Adjustment

Recreation Advisory Board

Building Code Board of Appeals

Revitalization Commission

Business Retention &  
Development Committee

Sustainability Advisory Board

*It is the policy of the City Council to make appointments to the citizen boards, commissions, committees, and task forces based on the needs of the City as well as the interests and qualifications of each applicant without discrimination based on race, color, national origin or ancestry, gender, religious convictions, disability, age, or sexual orientation.*

**OTHER BOARDS:**

If asked, would you be interested in serving on a board you did not choose above?  Yes  No

**CURRENTLY SERVING ON A BOARD:**

Do you currently sit on a City Board or Commission?  YES  NO  
If Yes, please identify that board.

**SCHEDULING CONFLICTS:**

What times Monday through Thursday are you generally **unavailable** to attend meetings? (The meeting times of each board are available on the City's web site at [www.LouisvilleCO.gov](http://www.LouisvilleCO.gov).)

**Unavailable Monday nights**

**DISCLOSURES:**

Within the last ten years, have you ever been convicted of a crime or received a suspended sentence, deferred sentence or deferred prosecution, or forfeited bail, for any offense in criminal or military court, or do you have any criminal charges currently pending against you? Exclude minor traffic violations.

YES  NO If yes, list for each case: (1) date of offense; (2) charge; (3) jurisdiction; (4) court name and (5) disposition:

Within the last ten years, has your driver's license in any state ever been suspended or revoked, or have you ever been denied a driver's license in any state  YES  NO If Yes, please explain below:

Have you ever been involved in an incident involving child/elder abuse or child/elder neglect for which a report was filed with or issued by any law enforcement agency or social services agency?  YES  NO If Yes, please explain below:

Do you or a company you work for or own do business with the City of Louisville?  
 YES  NO If Yes, please explain below:

Please note:

- **All Board and Commission members serve without compensation.**
- **Anyone applying to a Board or Commission is subject to a background check.**
- **The City may reject an applicant for any lawful reason. An appointed Board or Commission member may be removed during his/her term of office for cause as defined in the City Charter and Resolution No. 16, Series 2009. Reasons for rejection or removal from office include, without limitation, where a background investigation reveals an arrest, conviction, or pending charges for a criminal offense (excluding minor traffic violations).**
- **All information on this application is public record and may be available for public review.**

I certify the information in this application is true and complete. I understand false statements, misrepresentations or omissions of information in this application may result in rejection of this application. The City is expressly authorized to investigate all statements contained in this application and, in connection therewith, to request a criminal history. I consent to the release of information about my ability and fitness for volunteer assignment by employers, schools, criminal justice agencies, and other individuals and organizations to investigators, personnel staffing specialists, and other authorized employees of the City of Louisville, and release all parties for all liability for any damage that may result from furnishing such information.

In the event that I am selected to serve on a City of Louisville Board or Commission, I agree to comply with all of its ordinances, rules, and regulations. I fully understand and agree to provide my services to the City of Louisville as a volunteer in a voluntary capacity and that I will receive no compensation or benefits for services provided.

I understand that I am NOT insured by the City of Louisville Worker's Compensation Insurance and NOT covered by any Accident Medical Insurance Policy while I am a volunteer with the City of Louisville. I authorize that all necessary first aid steps may be taken as prescribed by qualified personnel.

I grant full permission to use any photographs, videotapes, recordings or any other record of my volunteer participation as a Board or Commission member.

The City will provide any applicant who is rejected as a result of a background investigation information on how to obtain the report and contact information for the reporting agency. Determinations to reject an applicant as a result of the criminal background investigation report are final.

BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Debra A. Baskett

\_\_\_\_\_  
Signature

1-24-19

\_\_\_\_\_  
Date

Please submit your application by email to [MeredythM@LouisvilleCO.gov](mailto:MeredythM@LouisvilleCO.gov) or deliver it to the City Clerk's Office, 749 Main Street.

Questions about a board or about the application process may be directed to Meredyth Muth ([MeredythM@LouisvilleCO.gov](mailto:MeredythM@LouisvilleCO.gov) or 303.335.4536).

### 2019 Revitalization Commission – Supplemental Questions

*The Revitalization Commission is responsible for carrying out the Highway 42 Area Urban Renewal Plan adopted in 2006. The Commission meets the second Monday of each month at 7:30 am. Terms are five years. You must be a resident of Louisville to apply.*

PLEASE PRINT OR TYPE YOUR ANSWERS TO ALL OF THE FOLLOWING QUESTIONS in the space provided and return this questionnaire *with your application* to the City Clerk's Office (749 Main Street) or email it to [MeredythM@LouisvilleCO.gov](mailto:MeredythM@LouisvilleCO.gov).

*Please limit each answer to no more than 400 words.*

1. *Briefly explain your interest in serving on the Revitalization Commission.*

City of Louisville elected leaders, staff, residents and business representative have valued, planned and invested in the health and vitality of the city for many decades; protecting and activating our downtown, preserving existing neighborhoods and creating new ones, investing in open space and trails, new public facilities, and building and maintaining roads and safe mobility options for all members of the community. Louisville's leadership recognizes we are part of a regional system, and collaborates with neighboring communities to attain near and long term goals.

As a resident of Boulder County for more than 30 years, I have been keenly aware of the vision of the city, and observed and enjoyed the many initiatives and evolution of this small but mighty community. I have deeply empathized with the challenges of recovering from economic downturns, the impact of the 2013 flood, and the frustration of the long promised Northwest Rail.

I am interested in serving on the Revitalization Commission to contribute my experience integrating transportation and land use planning to create strong and resilient communities. The opportunity to participate in protecting the unique asset of downtown and to continue the transformation of the SH 42, South Boulder Road and McCaslin corridors would be an honor.

2. *What background do you have with urban renewal or tax increment financing projects?*

I do not have direct experience with urban renewal or tax increment financing projects. During my 30 year career in public service for three local governments along the US 36 corridor, RTD and as the first Executive Director of Commuting Solutions I have helped create land use and transportation plans laying the foundation for development and redevelopment. My leadership in coordinating policy, planning, communication and advocacy have helped to lay the foundation for successful development and redevelopment.

3. Describe your understanding of the Highway 42 Revitalization Area Plan.

The hand drawn "Vicinity Map" of the Highway 42 Revitalization Area included on the city's website touches my heart and clearly indicates how this plan is the centerpiece for the city, and so much more than a linear corridor. I have celebrated the success of the Steel Ranch, North End, Alfalfa's and DELO, the opening of the pedestrian underpass, suffered the failed promise of FasTracks to bring rail to the city, and commiserated with the challenges presented to the implementation of Quiet Zones and improved RTD service.

City leaders have been envisioning and investing in revitalizing the Highway 42 area for nearly three decades - holding the vision and long view that a mixed use, transit oriented neighborhood which is an extension of downtown can be realized to generate day and night time activity, sales tax revenue, public improvements, and provide the groundwork for the future commuter rail station. I appreciate the planning, investments and tenacity required to take on the challenges of highway, railroad and natural barriers which are the lifeline and edges to the city.

The 42 Gateway Plan, South Boulder Road Small Area Plan and Transportation Plan Update all continue the legacy and investment of the original Highway 42 Revitalization Plan.

4. *What professional qualifications, skill sets and relevant experiences do you have for this position?*

I am a professional land use and transportation planner with a strong understanding of local, regional and state government.

I have served as the City of Westminster's Senior Transportation and Mobility Planner since 2016. I plan, advocate and seek funding for multi-modal transportation options to improve regional connectivity, walkability, and biking and transit options. I collaborate with RTD, CDOT and regional coalitions to create strong mobility policies and to garner funding to implement them. Prior to joining the City of Westminster I served as the City and County of Broomfield's Transportation Manager (July 2005 – July 2016); headed Commuting Solutions, the transportation management organization for the northwest Denver metro region (November 1998 – July 2005); worked as a Transportation Planner at the City of Boulder (1995-1998); and held regional policy and planning positions with RTD, the Denver Metro Chamber, Regional Air Quality Council, and City of Denver.

Before the recent privilege to become a Louisville resident, I have been an active civic participant for 30 years in the City of Boulder. I have benefited from being part of the the living lab of growth and development and the challenges they bring.

And I read the Daily Camera every day :)

5. *APPLYING FOR REAPPOINTMENT ONLY: Should you be reappointed, what would you like to see the Revitalization Commission accomplish in your next term?*

**SUBJECT: DISCUSSION/DIRECTION – 2019 LEGISLATIVE SESSION  
UPDATE**

**DATE: APRIL 16, 2019**

**PRESENTED BY: MEGAN DAVIS, DEPUTY CITY MANAGER**

**SUMMARY:**

As of April 16<sup>th</sup>, 13 working days remain in the 2019 General Assembly, which adjourns sine die on May 3, 2019. The legislative session is nearing completion, as the newly aligned Democratic House, Senate and Administration continue to move forward several of their key priorities. Of these efforts, some were aligned with the City's legislative agenda (Attachment 1) and others were not. This is a brief summary of some of the key bills that may impact the City of Louisville.

As of April 11, 2019, 558 bills have been introduced in the General Assembly. These summaries represent the most recent update available on the bills, including the status and bill content/language. Bills may have been amended in some cases. Each bill number and title below includes a hyperlink to the most recent version of the bill text.

This summary also includes the position of other membership organizations which the City is involved with, including Colorado Municipal League (CML), Colorado Communities for Climate Action (CC4CA), Colorado Communications and Utility Alliance (CCUA), US 36 Mayors and Commissioners Coalition (MCC), and DRCOG. Many of these updates came directly from the most recent [CML Statehouse Report](#) or the [CML Bill List](#), which feature the complete list of bills CML is tracking.

***Home Rule/Local Control***

**SB 19-181, Additional Public Welfare Protections Regarding the Conduct of Oil and Gas Operations**

The bill creates comprehensive reform around the regulation of oil and gas activities in Colorado. The bill includes numerous changes to current state statute and rule, to name a few: Changing the mission, charge and composition of the Colorado Oil and Gas Conservation Commission; Directs the Air Quality Control Commission (AQCC) to adopt rules to address methane and other hydrocarbons, VOCs and other compounds released throughout the oil and gas development cycle; Gives local governments clear regulatory authority over oil and gas development; Specifies that local government regulations may be more strict than state requirements; Allows for local governments to work with oil and gas operators through monitoring and inspection programs, and to review oil and gas operators plans before seeking state approval; and Addresses certain aspects of forced pooling. The bill has passed through both chambers in the general assembly and is awaiting the Governor's signature.

CML – Support

*Some elements of the bill are consistent with the City's Legislative Agenda, Home Rule/Local Control positions.*

***Tax & Finance Policy***

**SB19-006 Electronic Sales and Use Tax Simplification System**

The bill requires the office of information technology (office) and the department of revenue (department), within existing resources, to conduct a sourcing method in accordance with the applicable provisions of the procurement code, and any applicable rules, for the development of an electronic sales and use tax simplification system (system). The use of the system will be voluntary, with a requirement that no later than three years after the date the electronic system is online all local home rule governments will voluntarily utilize the system. The bill also requires the office and the department to involve stakeholders to develop the scope of work. This bill has passed through the general assembly, and has been sent to the Governor for signature.

CML – Support

*This bill is not consistent with the City's position around local collection of sales and use tax.*

**HB 19-1240, State Sales Tax Administration**

HB 19-1240 has been introduced to attempt to consolidate a number of issues related the state's rulemaking in the wake of the Wayfair decision. The rules, effective on June 1, will impact those that remit state sales tax and sales tax for statutory entities on whose behalf the state collects. The bill will ultimately create a de minimis exemption for remittance to jurisdictions outside of a taxpayer's local jurisdiction, require remote marketplace facilitators to collect sales tax and remit to the state, and repeals some language from the old 2013 Marketplace Fairness Act legislation. Nothing in this legislation directly implicates self-collecting home rule municipalities, but the bill would be a step toward an aspirational single point of remittance sometime in the future. The bill has passed out of two committees in the House but has not received full House consideration.

CML – Monitor

The City's Finance Department provided an update at the recent finance committee (Attachment 2) on the issue of remote sellers, and how the proposed legislation will impact the City's collection of sales and use tax, including sales tax from remote sales.

***Public Health and Safety***

**HB 19-1230 Marijuana Hospitality Establishments**

Subject to local and state approval, HB 19-1230 would allow two types of "cannabis hospitality spaces" for onsite consumption of marijuana and marijuana products. One type would be a "bring-your-own" model, and the other allows onsite sales. The original legislation would allow smoked products to be consumed by creating an exemption in

the Colorado Clean Indoor Air Act. An amendment was added at CML's request to clearly allow the decision for an exemption of marijuana smoke from the Clean Indoor Air Act to be made at the local level. The bill also requires local governments to opt in to allow onsite consumption establishments, as well as the ability to be more stringent and create additional requirements. This bill is awaiting consideration by House Appropriations.

CML – Formerly Opposed

*This bill is consistent with the City's marijuana consumption and air quality positions under Public Health and Safety.*

### ***Energy/Environment***

#### **HB19-1313 Electric Utility Plans To Further Reduce Carbon Dioxide Emissions**

HB19-1313 creates a pathway to reduce carbon emissions 80 percent by 2030 from 2005 levels with a long-term vision to serve its customers with zero-carbon electricity by 2050, while establishing a process to ensure cost affordability for customers and comprehensive transition planning for its highly-skilled employees and workforce. This bill applies to regulated utilities serving over 500,000 meters, which would include the City of Louisville's energy provider, Xcel Energy. Other electric utilities may opt-in. The City has an MOU agreement with Xcel Energy for an energy futures collaborative, which outlines the way in which the City and Xcel will work together to reduce carbon emissions and reduce energy use in the City. This bill is consistent with the City's legislative agenda, as well as the MOU agreement with Xcel (Attachment 3). This bill was recently introduced.

*This bill is consistent with City's Legislative Agenda position under Energy/Environment.*

#### **HB 19-1261 Climate Action Plan**

HB 19-1261 sets a series of statewide goals to reduce greenhouse gas emissions in Colorado by at least 26% by 2025, 50% by 2030 and 90% by 2050 of the levels that existed in 2005. The bill also specifies considerations that the air quality control commission is to take into account in implementing policies and promulgating rules to reduce greenhouse gas emissions in the state. This bill is under consideration by the House Committee of the Whole.

CML – Monitor

CC4CA – Support

*This bill is consistent with City's Legislative Agenda position under Energy/Environment.*

#### **SB 19-096 Collection of Greenhouse Gas Emission**

SB 19-096 requires the Air Quality Control Commission in CDPHE to collect greenhouse gas emissions data from greenhouse gas-emitting entities, report on the data, and propose a draft rule to address the emissions by July 1, 2020. This bill was developed with CC4CA and other climate organizations. This bill is still in the Senate and awaiting consideration by Senate Appropriations.

CML – Monitor

CC4CA – Support

*This bill is consistent with City's Legislative Agenda position under Energy/Environment.*

***Transportation***

There were some bills around transportation during this session, but the legislature had less of a focus on transportation funding as compared to the previous two years. Full-day kindergarten dominated the funding conversation, and in the wake of failed transportation ballot initiatives 110 and 109, the legislature took a bit of a pause on transportation.

However, the final budget did include a total of \$300 million in funding for transportation. The original proposed budget included \$230 million to fulfill the transportation investments promised in the legislature through last year's SB18-001, and the Senate added new funds through their budgeting process. The House did not support the original \$106 million one-time funds added in the Senate, but agreed to a smaller portion at \$70 million. It is currently unclear how these funds will be distributed, but the Speaker has indicated that they may run a separate bill to address the distribution of these funds, and the MCC has requested the 15% minimum level for transit/multimodal investments.

HB19-1257

HB19-1258 State Permanent Debrucing

HB 19-1257 will place a debrucing question on the fall ballot and HB 19-1258, which would become effective only upon passage of the question, will specify how revenues retained above the state limitation would be distributed. The implementing legislation specifies that any revenue retained would be divided equally between K-12, Higher education and transportation/transit. The transportation funding is distributed through HUTF formula, and currently the bill requires 10% of the amount dedicated to the State Highway Fund (CDOT) will be available for transit or transit-related purposes. The Speaker has indicated that she will amend this bill to ensure that 15% of the CDOT funds go toward transit, which is better aligned with the MCC stated goals for multimodal investments. The bills are currently under consideration by the House Committee of the Whole and will then head to the Senate for consideration.

CML – Support

MCC – Support

*The transportation funding element of these bills is consistent with the City's Legislative Agenda Transportation positions, however this is only a partial solution to the State's transportation funding needs.*

HB 19-1199 Colorado Clean Pass Act

HB 19-1199 would require the high-performance transportation enterprise (HPTE) to impose a \$35 transportation access fee for electric plug-in motor vehicles. The program would allow these vehicles to access High Occupancy Vehicle (HOV) lanes regardless of whether or not they have the requisite number of passengers. They would also be allowed to access toll lanes at half price. This bill has raised many concerns regarding

the financial implications to HPTE, the viability of managed lanes and more electric vehicles are on the road, as well as equity issues. This bill may be stalled due to these concerns.

CML – Monitor

**HB 19-1221 Regulation of E-Scooters**

Under current law, scooters are classified as toys and are therefore designated to be used on sidewalks. However, this antiquated statutory provision never contemplated the new technology of battery powered e-scooters now being utilized as a convenient last mile mobility device. HB 19-1221 excludes e-scooters from this definition and includes them in the definition of "motor vehicle" thus authorizing the use of electric scooters on roadways. The bill also affords riders of e-scooters the same rights and responsibilities as e-bikes under state law. Originally the bill did not ensure local governments had the authority and flexibility needed to regulate e-scooters as they desire within their jurisdictions, but the bill was amended to address this issue. This bill has passed the House and is in the Senate Committee of the Whole on consent, so it is likely to pass.

CML – Support

***Land Use/Development/Revitalization***

**HB19-1260 Building Code Energy Code Updates**

The bill requires local jurisdictions to adopt one of the three most recent versions of the international energy conservation code at a minimum, upon updating any other building code, and encourages local jurisdictions to update the Colorado energy office on any changes to the jurisdictions' building and energy codes. This bill is under consideration in the House Committee of the Whole.

CML – Support

CC4CA - Support

*This bill is consistent with City's Legislative Agenda position under Energy/Environment.*

***Other Bills of Interest:***

**SB 19-188, Family and Medical Leave Insurance**

The intent of the legislation is to have a state version of the Family and Medical Leave Act (FMLA) with two key exceptions: 1) It provides a paid benefit, and; 2) it applies to all employers in Colorado of all sizes. The FAMLI program would be funded with a percentage of payroll deduction relative to the employee's pay and create an enterprise within the Colorado Division of Labor and Employment (CDLE) to administer it. FAMLI would provide partial wage replacement benefits to an eligible individual who takes leave from work to care for a new child or a family member with a serious health condition, who is unable to work due to the individual's own serious health condition, or is unable to work because the individual or a family member is the victim of abusive behavior or stalking. The premium – affirmatively defined in the bill draft as a "fee" and not a "tax" – would be required to be split 40/60 between the employer and employee. There have been several amendments to this bill, and there is significant opposition

from the business community and local governments. The bill just passed the Senate Finance committee, after being laid over for further amendments. The newly amended bill allows for a reduced employer contribution of 12.5% per employee (appears that it will cover most all employees at the City of Louisville), as well as a local government opt-out for those local government that offer their own program that meets certain criteria. This bill would have a significant fiscal impact to the City, and staff are monitoring the bill and will conduct further analysis on impacts once we have more information about what the final bill will look like.

CML – Oppose unless amended

**FISCAL IMPACT:**

Some of the legislation under consideration will, if passed, have a fiscal impact on the City. Staff will provide analysis regarding regulatory and budgetary impacts of any bills once the legislative session is over.

**PROGRAM/SUB-PROGRAM IMPACT:**

Legislation that has been developed and enacted by the legislature, and that currently under consideration, could have an impact on many of the City's Program and Sub-Program Areas.

**RECOMMENDATION:**

This is an update for informational purposes. Council may request additional information or action on any legislative proposals currently underway.

**ATTACHMENT(S):**

1. City Legislative Agenda
2. Finance Committee – Remote Sellers Memo
3. City of Louisville and Xcel Energy - Energy Future Workplan

# Louisville 2019 Legislative Issues

(in no particular order)

## **Home Rule/Local Control**

The City supports local control and maintaining home rule authority. In general, the City believes local problems are best addressed at the local level and the current authority and powers of municipal governments such as land use, zoning, personnel matters, sales tax, etc. should not be diminished.

### **Position:**

- The City urges state officials to respect Colorado's tradition of local control and allow municipal officials to address local problems without state interference.
- The City supports greater state and local government cooperation with regard to oil and gas regulation, including improved communication and engagement with all impacted communities and the codification of best management practices that address operator impacts.

## **Tax & Finance Policy**

The City supports a fair and consistent state tax policy that respects the authority of local governments, and opposes state exemptions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources.

### **Position:**

- The City supports fiscally responsible government spending, but believes it is important to address the layers of constraints on state and local government budgets resulting from the Taxpayer's Bill of Rights (TABOR) and the Gallagher Amendment.
- The City opposes legislation that preempts local authority to set sales tax policy and administer the collection of sales and use taxes while supporting cooperative efforts to standardize sales and use tax collection for the convenience of taxpayers.
- The City supports efforts that allow for the local collection of internet sales tax.
- The City opposes state-granted exemptions or other state actions that erode municipal sales taxes, use taxes, property taxes, and other revenue sources unless the state provides adequate replacement revenues.
- The City supports equitable sharing with municipalities of existing and future state revenues derived from state-collected, locally shared revenues, such as the Cigarette Tax, Highway Users Tax Fund, Lottery funds, and Marijuana tax funds.

## **Public Health & Safety**

The City supports law enforcement and municipal court policies that ensure public health and safety, thereby improving the quality of life in partnership with the community.

### **Position:**

- The City supports opportunities to mitigate costs for municipalities that provide healthcare for persons in custody, and legislation that amends current statute requiring municipalities to cover the cost of medical treatment for suspects while in custody.
- The City supports state funding for municipalities to provide counsel at an initial appearance in municipal court.
- The City opposes legislation that would diminish local government authority to approve or ban the public consumption of marijuana and establishment of marijuana consumption clubs.
- The City supports the preservation of air quality and emission reductions through legislative, administrative and regulatory actions related to statewide air quality.

## **Energy/Environment**

The City supports legislation to address climate change by improving energy efficiency, increasing use of renewable energy, and reducing greenhouse gas emissions and dependence on fossil fuels while maintaining local control and authority for implementation.

### **Position:**

- The City supports the development of a balanced, long-term statewide energy plan with an overall goal of reducing greenhouse gas emissions by reducing energy consumption, increasing the use of clean energy and transitioning away from fossil fuels.
- The City supports the creation and expansion of statewide climate change mitigation goals that provide targets and incentives for the implementation of carbon neutral strategies without imposing any unfunded state mandates on local governments.
- The City supports the development of a new statewide inventory and forecast of greenhouse gas emissions reflecting existing Colorado law and policy, using a methodology that is comparable and meaningful at the local government level, and which can be updated on a regular basis.
- The City supports the pursuit of policies that reduce overall energy demand and consumption, while respecting local authority in implementing such policies.
- The City supports legislation that incentivizes green building and sustainable design for residential, commercial and industrial properties without imposing unfunded mandates.

## **Transportation**

Colorado's transportation infrastructure, which connects our communities and facilitates the movement of people and goods, is vital to the economic vitality of our state and necessary to maintain the high quality of life enjoyed by Coloradoans.

### **Position:**

- The City supports one or more new, designated state funding sources for transportation that are not reliant exclusively on the State General Fund and that provide a local share to support local and regional transportation investments.
- The City supports investments in the maintenance and expansion of the state and regional transportation network, including roads, bridges and transit projects, as well as improved multi-modal strategies that increase transportation options, improve mobility and reduce congestion and greenhouse gas emissions.
- The City supports increased funding that allows greater flexibility for multi-modal transportation systems and programs.
- The City supports completion of the Northwest Rail line or comparable fixed-route transit options for the corridor and the pursuit of detailed cost and feasibility analysis and additional financing mechanisms to launch service sooner than 2042.
- The City opposes the use of Highway Users Tax Fund for non-transportation line items.
- The City opposes legislation to transfer maintenance responsibility of state-owned roads to municipalities without adequate short and long-term funding to meet these additional responsibilities.
- The City opposes the unilateral authority by counties to reduce the municipal share of road and bridge property taxes without input from local communities.
- The City supports new bonding or other borrowing for transportation projects only if there are new or existing designated sources of funding identified to pay off those obligations.
- The City opposes any efforts to preempt local authority to determine the most appropriate truck routes through local jurisdictions.

## **Utilities/Telecommunications**

The City supports policies that protect Colorado's natural resources and allow the City to maintain facilities efficiently, allowing for reasonable and equitable rates while maintaining optimal quality. The City also supports the protection of interests in all matters related to local telecommunications, including telecommunications law and policy, cable franchising, wireless communication facilities, broadband deployment, public safety communications, rights-of-way management and government access channels.

### **Position:**

- The City supports the inventorying and protection of water rights.
- The City supports appropriate water conservation efforts and sustainable water resource management practices by all users.
- The City supports efforts to improve water quality through compliance with state and federal regulations.
- The City supports appropriate coordination of municipal water use with other uses, including agriculture, mineral resource development, energy development, recreation and open space.
- The City supports stakeholder input and involvement in developing laws and regulations related to water and wastewater issues.
- The City supports the reestablishment of the right for local government entities to provide better telecommunication services for our businesses and residents.
- The City supports additional resources for local broadband deployment or other telecommunications that upholds local, voter-approved authority.
- The City opposes federal efforts that complicate existing efforts to deploy small cell infrastructure and create unfunded mandates on local governments.
- The City opposes federal efforts to eliminate or reduce local funds for government access channels.

## **Land Use/Development/Revitalization**

The City has a long-standing commitment to managed growth. The City believes strongly that local control and land use planning enhance our ability to meet the goals/mission of the City Comprehensive Plan and improve the overall quality of life. In addition, the City is working to redevelop and revitalize certain areas within the community, and appropriate urban renewal tools must be preserved to support these efforts.

### **Position:**

- The City supports policies that improve the coordination of land use and transportation and regional cooperation in land use planning and economic development activities.
- The City opposes any efforts that limit local government authority to regulate land development.
- The City supports legislation that facilitates the creation of locally approved Transit-Oriented Developments (TOD).
- The City supports additional funding for statewide affordable housing mechanisms, such as the affordable housing trust fund, that would bolster local and regional efforts to increase affordable housing.
- The City supports enhancements to urban renewal law that do not unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.
- The City supports legislation that encourages and facilitates historic preservation and rehabilitation.

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# Legislative Agenda 2019



Photo By: Sue Norris

**SUBJECT: REMOTE SELLERS - OUTSIDE CITY LOUISVILLE SALES TAX**

**DATE: APRIL 1, 2019**

**PRESENTED BY: PENNEY BOLTE, FINANCE DEPARTMENT**

**SUMMARY:**

The Finance Committee has requested the subject of out-of-city sales be discussed today.

**BACKGROUND INFORMATION:**

The taxation of goods sold by remote or out-of-city retailers by U.S. States has been primarily governed by the Commerce Clause (or dormant Commerce Clause), which allows Congress to regulate interstate commerce among States. Several notable cases have been decided by the U.S. Supreme Court.

National Bellas Hess v. Illinois Department of Revenue (1967)

The U.S. Supreme Court ruled in favor of National Bellas Hess, and held that the Commerce Clause prohibits a State from imposing the duty of tax collection and payment upon a seller whose only connection with customers in the State is by common carrier or by mail (i.e., no physical nexus).

Complete Auto Transit, Inc. v. Brady (1977)

The U.S. Supreme Court ruled in favor of Mississippi State Tax Commission, but articulated a four-part test (bright-line) to determine if a State violates the Commerce Clause. 1) Substantial nexus – a connection between a state and a potential taxpayer clear enough to impose a tax, 2) Non-discrimination – interstate and intrastate taxes should not favor one over the other, 3) Fair apportionment – taxation of only the apportionment of activity that transpires within the taxing jurisdiction, and 4) Fair relationship to services provided by the State – the tax must fairly be related to the services provided to the taxpayer.

Quill Corp. v. North Dakota (1992)

The U.S. Supreme Court held that the Due Process Clause does not bar enforcement of the State's tax against Quill, overturning the requirement for physical presence in a State under Due Process law. However the Court found that the State's enforcement of tax against Quill under the Commerce Clause, placed an unconstitutional burden on interstate commerce, and upheld the bright-line physical presence requirement.

South Dakota v. Wayfair, Inc. (2018)

The U.S. Supreme Court held that the physical presence rule of Quill Corp. v. North Dakota, and the National Bellas Hess, Inc. v. Department of Revenue of Illinois are unsound and incorrect and are over-ruled. The Court further held that the first prong of the Complete Auto test, substantial nexus, is clearly sufficient.

Notes: The Supreme Court noted that South Dakota had passed an Act that covers only sellers that, on an annual basis, deliver more than \$100,000 of goods or services into the State or engage in 200 or more separate transactions for the delivery of goods or services into the State.

South Dakota is a Streamlined Member State.

South Dakota has single on-line licensing process.

South Dakota has central remittance for all State sales/use taxes (differing rates).

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**CURRENT ACTIVITY:**

On September 11, 2018, the Colorado Department of Revenue adopted emergency rules to be effective December 1, 2018. These rules primarily set the economic nexus threshold of \$100,000 or 200 transactions (same as South Dakota), but also established its new sourcing rules (destination the point of taxation).

The sourcing rules were of concern to the General Assembly and resulted in HB-19-1240 being introduced. The Bill was introduced 3/12/19 and is scheduled for discussion by the House Business Affairs & Labor Committee 3/26/19. This Bill applies to the State and State-collected municipalities only. The City of Louisville Municipal Code contains some retail sourcing language that differs from that proposed.

Also introduced this session is SB-006. This Bill was initiated by the State Sales and Use Tax Simplification Task Force and requires the Department of Revenue to source, procure, develop and set applicable rules for an electronic sales and use tax simplification system. The Bill was introduced 1/4/19 and most recently has been sent back to the Senate from the House with amendments (3/19/19).

This Bill contains language that it is the General Assembly's intent that all local taxing jurisdictions with home-rule charters voluntarily use the "system" within (3) years of the effective date of the system.

The Colorado Department of Revenue has offered to collect sales/use tax for any home-rule municipality based on the State's tax base. An example of items the State currently

exempts from sales tax include; food for home consumption, residential utilities, electronic software, and manufacturing equipment.

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The City of Louisville started self-collection of sales tax July 1, 2002.

Standard Definition for “Engaged in Business in the City” (shared by adopting home-rule cities).

Means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use, or consumption within the city. Engaged in business in the city includes, but is not limited to, any one of the following activities by a person:

- (a) Directly, indirectly, or by a subsidiary, maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction;
- (b) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons;
- (c) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the city;
- (d) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or
- (e) Makes more than one delivery into the taxing jurisdiction within a 12-month period by any means other than a common carrier.

Voluntary Compliance is being encouraged by all home-rule municipalities, including the City of Louisville. Since passage of Wayfair v. South Dakota, (227) out-of-city vendors have licensed with the City of Louisville to collect and remit sales tax. It is estimated that of the (1,886) licensed out-of-city vendors, perhaps 20% may meet the physical nexus criteria by delivering goods via their own company vehicles.

The Colorado Municipal League (CML) has urged home-rule cities to refrain from activities with remote vendors that could be seen as violations of the Commerce Clause and embroil local governments and potentially the state in litigation or injunctions. Activities such as licensing, or requiring vendors to remit separately to each home-rule authority, would most likely be seen as “undue burden”.

Some home-rule cities are waiving licensing or license fees, or allowing voluntary collectors to remit taxes only when applicable (no set filing frequency). The Louisville Municipal Code does not currently provide for such concessions.

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Photo: Craig Eicher

# LOUISVILLE & XCEL ENERGY— COLORADO

**ENERGY FUTURE COLLABORATION**

# WORK PLAN



## Background

On September 7, 2018, the City of Louisville, Colorado (“**Louisville**” or “**City**”) and Public Service Company of Colorado, a Colorado corporation and an Xcel Energy company (“**Xcel Energy**”), entered into an Energy Future Collaboration – Memorandum of Understanding (“**MOU**”). For Louisville and Xcel Energy, the MOU provides a strategy and framework for cooperation and achievement of a shared vision through broad collaboration, focusing on innovation, clean energy, economic development opportunities, customer choice programs and technology – known as the Energy Future Collaboration Partnership (“**EFC Partnership**”). A copy of the MOU is attached and incorporated into this Work Plan. Section 4.1 of the MOU contemplates that, upon execution of the MOU, the Parties will develop a plan to advance the EFC Partnership, which is this Work Plan for 2018-2019. Louisville and Xcel Energy are collectively called the “**Parties**.”

This Work Plan details the anticipated deliverables under the EFC Partnership for 2018 – 2019 and follows the guiding principles in the MOU (see Section 3 of the MOU). It has refined priority community plans and projects using Attachment 1 to the MOU as a guidepost. More specifically, this Work Plan addresses each of the following for proposed EFC Partnership projects and plans:

- Brief project/plan description;
- Project objective;
- Anticipated resources needed from Louisville, Xcel Energy and any partners (note that “partners” is used in a general sense and does not imply actual legal partnerships or arrangements absent such a separate, written agreement);
- Process maps, as needed;
- Funding source(s);
- Anticipated timelines;
- Measurement metrics, including what data may be needed; and
- Any other information deemed necessary by the Parties including coordination with, and approvals from, the Colorado Public Utilities Commission (“**PUC**”), as applicable.

In prioritizing the items to be performed in this Work Plan, the Parties have considered their shared vision in the MOU as well as regulatory requirements in Colorado. Recognizing the new nature of the EFC Partnership, the Parties are focused on building a track record and gaining greater experience on this broad collaboration. In light of this, Louisville and Xcel Energy have outlined short-term and longer-term goals and will begin by focusing on the top four short-term priorities for 2018. Additionally, the Parties recognize that we will be learning through this process and may need to update and modify this Work Plan at the quarterly meetings as deemed appropriate by both Parties.

## 2018-2019 Work Plan

### Shorter Term Projects (2018)

#### 1. Project #1: Sharing Knowledge and Baseline Setting

A. *Project objective:* Louisville will be provided with more information about Xcel Energy’s regulatory and resource planning process and requirements. Xcel Energy will be provided with more information about how Louisville views these processes and how they relate to the City’s priorities and objectives through the EFC Partnership. Louisville and Xcel Energy will work with other interested EFC Partnership communities to explore the possibility of creating a baseline Renewable Energy Certificate (“**REC**”) accounting mechanism that supports community goals and allows them to take advantage of Xcel Energy’s baseline clean energy mix in Colorado as it relates to their clean energy goals.

B. *Anticipated resources needed from Louisville, Xcel Energy and any partners:*

- Louisville: Internal staff time.
- Xcel Energy: Internal staff time to:
  1. provide an overview of regulatory, resource planning, energy efficiency/DSM processes and requirements;

2. provide internal resources to understand Louisville’s perspective of the overviews provided in item (1) above as it relates to EFC Partnership efforts;
3. host a REC accounting summit with Louisville and other EFC Partnership communities that have interest; and
4. provide additional information on the Xcel Energy Home Energy Squad.

- Partners: None as of October, 2018, but evaluate as appropriate.

C. *Process maps, as needed:* None.

D. *Funding source(s):*

- Louisville: Internal staff time.
- Xcel Energy: Internal staff time.
- Partners: None as of October, 2018, but evaluate as appropriate including that some knowledge sharing may include other Energy Future Collaboration partnership communities.

E. *Anticipated timelines:*

- Overview of regulatory and resource planning process and requirements: fourth calendar quarter (“Q4”) 2018 – second calendar quarter (“Q2”) 2019.
- Overview of DSM programs: Q4 2018 – Q2 2019.
- Better understand Louisville’s view of the regulatory and resource planning processes and requirements: Q4 2018 – Q2 2019.
- REC accounting summit: Q2 2018.

F. *Measurement metrics, including what data may be needed:* N/A.

G. *Other information deemed necessary by the Parties:* None.



## 2. Project #2: Increase City Energy Efficiency via Louisville Leveraging Existing Xcel Energy Programs

Lowering energy consumption reduces operating costs for consumers while decreasing air pollution and greenhouse gas emissions. Energy efficiency is often the lowest-cost energy resource and should be used across all sectors whenever it is a good fit to achieve the shared vision. Below are some initial ideas for consideration, all within the larger context of the MOU including applicable PUC rules.

A. *Project objective:* Continue internal and external efforts to promote energy efficiency as through the City’s and Xcel Energy’s prior “Partners in Energy” program work, including:

- Residential – continuing coordination with partner agencies, promoting Xcel Energy’s energy-efficiency programs and rebates and identifying opportunities for outreach.
- Commercial/Industrial – continuing to focus on large commercial opportunities, collaborating and sharing resources to raise awareness of Xcel Energy’s energy-efficiency programs and rebates and identifying opportunities for outreach.

- Municipal – developing case studies to highlight completed projects, performing building audits and identifying opportunities for energy-efficiency improvements and any finance planning through Xcel Energy’s existing programs.

In addition, the Parties would like to explore opportunities and options to collaborate on lighting, such as LED conversions and exploring challenges related to dimming opportunities.

*B. Anticipated resources needed from Louisville, Xcel Energy and any partners:*

- Louisville: Internal staff time and costs associated with programs, as applicable.
- Xcel Energy: Provide a detailed overview session for Louisville on current company energy-efficiency offerings. Provide in-house resources to answer questions on company programs.
- Partners: May include Boulder County’s Partners for a Clean Environment (PACE). The Parties will continue to evaluate as appropriate, particularly as it relates to any Energy Performance Contracting Program through the state.

*C. Process maps, as needed: None*

*D. Funding source(s):*

- Louisville: As applicable, the relevant portions of the City’s operating funds budgeted for 2019.
- Xcel Energy: Participation to the extent allowed by, and in accordance with, then-current rules and regulations regarding company-offered energy-efficiency programs and plan.
- Partners: As applicable.

*E. Anticipated timelines: 12 months, i.e., October 2019.*

*F. Measurement metrics, including what data may be needed: Savings metrics as outlined pursuant to specific programs, which would include deemed or actual savings, as applicable.*

*G. Other information deemed necessary by the Parties: As applicable, including any coordination with the PUC.*



### **3. Project #3: Alternative Energy and Carbon Emission Reduction Goals**

Louisville can leverage Xcel Energy’s statewide renewable energy plans, such as the Colorado Energy Plan, to provide a strong foundation for its renewable energy and carbon reduction goals.

*A. Project objective:*

- Accounting of City’s Current Renewable Portfolio: Work with the City to undertake an accounting of the City’s current renewable portfolio as it relates to municipal facilities.
- Deeper Dive of Customer Programs Available to City: Xcel Energy will provide an “apples-to-apples” comparison of Xcel Energy clean-energy programs available to the City for municipal facilities, including WindSource®, Renewable\*Connect®, Solar\*Rewards, Solar\*Rewards Community and net metering, etc. As part of this, the Parties may be able to work with certain developers to provide more background from them regarding the Xcel Energy programs that involve them, e.g., solar gardens.
  - i. Explore what 100% renewable energy really means as it relates to community goals, including the cost and technological hurdles. Also, focus on how the City defines renewable energy and how it can advance its key focus area of carbon emission reduction goals to be in line with the Paris Accord commitments.

- Renewable\*Connect: Xcel Energy will assist Louisville with review of its accounts for participation by the City in this program.
- Policy Coordination: The Parties will seek areas of mutual alignment regarding policy matters, such as the City's support of the Colorado Energy Plan that, if approved by the PUC, would result in Xcel Energy's electric system mix being 55% renewable in 2026, as well as a correlated system carbon emission reduction of 60% by that same year (as compared to 2005 levels).

*B. Anticipated resources needed from Louisville, Xcel Energy and any partners:*

- Louisville: Internal staff time.
- Xcel Energy: Internal resources to provide:
  1. The City with applicable renewable portfolio accounting;
  2. the "apples-to-apples" customer program offerings regarding renewable energy products;
  3. assistance with City accounts for Renewable\*Connect participation; and
  4. information about overall company plans and policies that may overlap with Louisville objectives.
- Partners: None as of October, 2018, but evaluate as appropriate.

*C. Process maps, as needed: None.*

*D. Funding source(s):*

- Louisville: Staff resources as well as program costs, as applicable.
- Xcel Energy: Participation to the extent allowed by, and in accordance with, then-current rules and regulations regarding company offered customer choice programs and plan.
- Partners: None as of October, 2018, but evaluate as appropriate.

*E. Anticipated timelines:*

- Deeper dive regarding "apples-to-apples" comparison of customer programs: Q4 2018 – first calendar quarter ("**Q1**") 2019.
- Preparation for Renewable\*Connect for City facilities: Q2 and third calendar quarter ("**Q3**") 2018.
- Policy coordination: Ongoing in 2018 - 2019.

*F. Measurement metrics, including what data may be needed: TBD.*

*H. Other information deemed necessary by the Parties: As applicable, including any coordination with the PUC.*

#### **4. Project #4: Transportation**

Accelerated electrification of the transportation sector is important to reducing emissions. Investments by the city in electric vehicle associated infrastructure, charging stations, and fleet replacement should be prioritized and the Parties can discuss options to collaborate regarding electric vehicle (**EV**) policy in areas of mutual alignment.

*A. Project/plan objective:* Xcel Energy and the City will meet to discuss EV opportunities and will collaborate on EV "education and outreach" to further communicate activities around EVs that the company is undertaking, which are convenient or beneficial to the City's residents and businesses.

*B. Anticipated resources needed from City, Xcel Energy and any partners:*

- Louisville: Staff time.
- Xcel Energy: Internal resources to support a new pilot project and implementation of the same.
- Partners: None as of October, 2018, but evaluate as appropriate.

*C. Process maps, as needed: None.*

*D. Funding source(s):*

- Louisville: Internal staff time.
- Xcel Energy: Internal staff time.
- Partners: None as of October, 2018, but evaluate as appropriate.

E. *Anticipated timelines:*

- Create education and outreach plan and start executing upon it in 2019.

F. *Measurement metrics, including what data may be needed:* None as of October, 2018, but evaluate as appropriate.

G. *Other information deemed necessary by the Parties:* As applicable, including any coordination with the PUC.

## 5. Project #5: Economic Development

A. *Project objective:* The City is focused on economic development and participation in Xcel Energy's related programs, such as its site certification and partner site processes for appropriate locations. In addition, the City believes that many of the other projects outlined in this Work Plan can support economic development.

B. *Anticipated resources needed from Louisville, Xcel Energy and any partners:*

- Louisville: Internal resources.
- Xcel Energy: Internal resources.
- Partners: None as of October, 2018, but evaluate as appropriate.

C. *Process maps, as needed:* As applicable, create for various pilot opportunity ideas.

D. *Funding source(s):*

- Louisville: Internal staff time.
- Xcel Energy: Internal staff time.
- Partners: None as of October, 2018, but evaluate as appropriate.

E. *Anticipated timelines:*

- 12 months from October, 2018

F. *Measurement metrics, including what data may be needed:* At least one certified site and/or other partner building site within the City.

G. *Other information deemed necessary by the Parties:* As applicable, including any coordination with the PUC.

## Longer Term Projects

**1. Goal – Fuel Switching–Stationary Sector:** Electrification of space and water heating, using renewable electric energy, is an area the City and Xcel Energy would like to study and explore.

- *Tentative plans:* Possibly start to study these opportunities.

**2. Goal – Reliability & Resilience:** Reliability and resilience are critical to our energy future. Identifying ways to boost reliability will be part of our goal setting in accordance with PUC rules and requirements. Initial ideas include:

- Accelerated undergrounding of electric distribution facilities in accordance with the Franchise Agreement and the underground fund or as otherwise funded by the City.
- Explore identification of possible pilot projects and opportunities, e.g., microgrids.
- Natural disaster preparedness planning that addresses resilient infrastructure.
- *Tentative plans:* Coordinate on Franchise Agreement undergrounding projects.

ATTACHMENTS



## ATTACHMENT TO LOUISVILLE/XCEL ENERGY 2018-2019 WORK PLAN

### ENERGY FUTURE COLLABORATION – MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOUISVILLE, COLORADO AND XCEL ENERGY

This Memorandum of Understanding (“**Memorandum**”), dated September 7, 2018, outlines various overarching values, goals and shared principles between the City of Louisville (the “**City**”) and Public Service Company of Colorado, a Colorado corporation and an Xcel Energy company (“**Xcel Energy**”). The Memorandum provides a strategy for cooperation and achievement of a mutual vision through broad collaboration, focusing on innovation, clean energy, economic development opportunities, customer choice programs and technology (“**Energy Future Collaboration**” or “**EFC Partnership**”). The City and Xcel Energy are each a “**Party**” and collectively the “**Parties**” to this Memorandum.

#### BACKGROUND

- A. The City is a Colorado home rule municipality. It is responsible for protecting the public health and safety of its residents.
- B. The City has various clean energy, economic development and resiliency goals and desires, which have been developed in collaboration with the community including with Xcel Energy, at times.
- C. Xcel Energy is a statewide, integrated public utility energy provider, which is regulated by the Colorado Public Utilities Commission (“PUC”). Xcel Energy provides electric and natural gas service to the City and its residents.
- D. For decades, a strong tradition of working together has progressed between the City and Xcel Energy, resulting in a partnership of mutual benefit and both parties’ growth and development.
- E. The City and Xcel Energy have many aligned interests at a local, state and federal level and desire to advance those interests in a new way, capitalizing on each entity’s strengths and expertise via partnership.
- F. To do this, the City and Xcel Energy are creating a holistic, collaborative mutually beneficial relationship that supports the community and its energy goals.
- G. The City and Xcel Energy desire to memorialize, in this Memorandum, their mutual vision, guiding principles, values and goals regarding the EFC Partnership.

#### MUTUAL COLLABORATION

#### VALUES

The values are the standards that define what the community, the City and Xcel Energy determine are important and desirable. Below are the City’s and Xcel Energy’s values for the EFC Partnership.

- 1.1 *City Environment*: The City must foster and protect a healthy environment for all residents, including access to clean water, clean air, and a livable climate, and be responsible stewards of the environment for future generations.
- 1.2 *Energy Provider*: Xcel Energy must deliver safe, reliable, and affordable energy that its customers need and expect, including adding cost-effective renewable energy to its system.
- 1.3 *Emission Reductions*: Reducing air pollution and greenhouse gas emissions will benefit City residents, visitors, and businesses, through improved public health, additional economic opportunities, and long-term energy price stability.
- 1.4 *Economic Development*: Innovation and technology as well as investment in clean energy resources provide opportunities to attract businesses and boost the local and state economy.
- 1.5 *Thriving Energy Provider*: Xcel Energy being a thriving energy provider is essential to the City achieving its goals and objectives – ranging from the City advancing its environmental goals to advancing economic development efforts – as well as to the success of the EFC Partnership.
- 1.6 *Thriving City*: The City being a thriving, resilient community is essential to Xcel Energy achieving its goals and objectives as well as to the success of the EFC Partnership.
- 1.7 *Regional Collaboration*: Solutions should be sought through regional collaboration whenever feasible.

## VISION

Aspirations and goals, which drive a desired future, represent a person or organization's vision. Each of the City and Xcel Energy has a vision and, as part of the EFC Partnership, they have identified a shared vision.

- 2.1 *City's Vision:* The City of Louisville's vision is to support a sustainable future by prioritizing environmental health, economic vitality and community well-being consistent with the Louisville Sustainability Plan.
- 2.2 *Xcel Energy's Vision:* Xcel Energy will be the preferred and trusted provider of the energy its customers need. As such, Xcel Energy wants to partner with the City to support the City's energy vision, goals and objectives and also advance its plans that align with those of the City and Xcel Energy's customers.
- 2.3 *Mutual Vision:* Through the EFC Partnership, the City and Xcel Energy will work to support and achieve each other's vision and objectives in areas of mutual alignment.

## GUIDING PRINCIPLES

As the City and Xcel Energy, in conjunction with the community, seek achievement of their mutual vision, certain tenets will be followed. These principles will supply the "how" of achieving the mutual vision and execution of the EFC Partnership.

- 3.1 *Collaboration:* The City and Xcel Energy will work collaboratively to achieve the mutual vision, with respect, transparency, and innovative thinking.
- 3.2 *Prioritization:* The Parties will make the EFC Partnership, and its successful implementation, a priority. As part of this, the Parties will prioritize their goals and objectives.
- 3.3 *Scalability:* The EFC Partnership paradigm developed between the Parties must be scalable and available to other communities in Colorado.
- 3.4 *Avoidance of Cost Shifting:* Pursuit and execution of the EFC Partnership, including renewable energy and sustainability targets, will be in a manner that is cost-effective to City residents and does not shift costs among them or to others in the State.
- 3.5 *Public Policy Support:* The City and Xcel Energy will collaborate to advance public policy matters at the state and local level where they share common interests. Nothing in this Memorandum requires either party to take any action that it deems not to be in its best interest.
- 3.6 *Colorado Regulatory Model:* The state regulatory model will be fully used to support the EFC Partnership and the Parties support using this model to achieve the mutual vision. The Parties also agree that this model supports Xcel Energy being a thriving energy provider.
- 3.7 *Leveraging City Efforts:* The EFC Partnership will support the City's efforts that buttress the City's goals, such as collaboration on federal and private grants and funding opportunities that align with the partnership efforts.
- 3.8 *Leveraging Xcel Energy Statewide Efforts:* The EFC Partnership will support Xcel Energy's efforts that buttress City goals, such as Xcel Energy's proposed Colorado Energy Plan, which provides a jump start on the City achieving its sustainability and environmental objectives in an economic manner.

## COLLABORATION FOR RENEWABLE ENERGY, ADVANCED TECHNOLOGY AND THE ECONOMY – PLANNING, PROGRESS AND EXECUTION

- 4.1 *Planning and Deliverables:* The Parties will develop a plan to advance the EFC Partnership, typically on a biennial basis (the "**Work Plan**"). The Work Plan for each time period will detail the deliverables to be presented and will follow the guiding principles outlined in this Memorandum. The Parties will use their best efforts to achieve such deliverables. An overview of the Work performed and the results achieved will be prepared by the Parties on an annual basis. In prioritizing the items to be performed in a specific Work Plan, the Parties will consider the mutual vision as well as regulatory requirements in Colorado and will focus on selecting the top two to three priorities. Initial ideas for the Parties to consider for the Work Plan are outlined in Attachment 1 to this Memorandum. These ideas are not exhaustive or controlling, but illustrative.
- 4.2 *Meetings and Staffing:* The City and Xcel Energy will meet at least quarterly. The Parties will work to provide staff and resources appropriate to support the work.

4.3 *PUC*: The Parties recognize that future action taken by Xcel Energy to support the City's goals and the EFC Partnership may be subject to state regulatory utility requirements under Colorado law. If the Parties agree on certain actions in support of the EFC Partnership that require state regulatory approval, they agree to cooperatively work together to seek necessary approvals or regulatory changes to facilitate such regulatory approvals. EFC Partnership program costs and incentives for City customers, above and beyond what is then offered by Xcel Energy to all of its customers, will be the responsibility of the City or another party that has accepted responsibility.

4.4 *Waiver and Legal Applicability*: Nothing in this Memorandum constitutes a waiver of the City ordinances, the City's regulatory jurisdiction or Colorado's utility regulatory jurisdiction. It is agreed by the Parties that nothing in this Memorandum will be deemed or construed as creating a joint venture, trust, partnership, or any similar legal relationship among the Parties. Each Party shall be responsible for its own obligations under this Memorandum. The Parties agree that this Memorandum is to memorialize the intent of the Parties regarding the EFC Partnership, but does not create a legal agreement or any legal obligations between the Parties. This Memorandum further does not require any expenditure of City funds or prevent either the City or Xcel Energy from pursuing partnerships or collaborative efforts with other parties. This Memorandum is for the benefit of the Parties and does not create third party rights.

4.5 *No Impact on Franchise Agreement or other Agreement*: The City and Xcel Energy are parties to a Franchise Agreement, dated January 1, 2008 and adopted as Ordinance 1527, Series 2007 ("**Franchise Agreement**"). The Franchise Agreement has no impact on this Memorandum and the Memorandum likewise does not alter or modify the Franchise Agreement.

4.6 *Duration*: The EFC Partnership is a new endeavor and therefore the Parties want to provide adequate time to develop the partnership and successfully implement its goals and Work Plans. It is anticipated that the duration will coincide with the term of the Franchise Agreement, but either Party may end the EFC Partnership in the event it elects to do so.

This Memorandum has been signed on the date first above written.

This Memorandum has been signed on the date first above written.

CITY OF LOUISVILLE

By \_\_\_\_\_

Its \_\_\_\_\_

PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION AND AN XCEL ENERGY COMPANY

By \_\_\_\_\_

Alice K. Jackson, President

## ATTACHMENT 1 – WORK PLAN IDEAS

- **Goal Setting:** The Parties will work together to set goals and targets as outlined in the Memorandum of Understanding (“**MOU**”).
- **Energy Efficiency:** Lowering energy consumption reduces operating costs for consumers while decreasing air pollution and greenhouse gas emissions. Energy efficiency is often the lowest-cost energy resource and should be used across all sectors whenever it is a good fit to achieve the shared vision. Below are some initial ideas for consideration, all within the larger context of the MOU including applicable PUC rules.
  - Efficiency Options: The Parties will explore Xcel Energy’s existing energy-efficiency options and offerings and, as desirable, the State of Colorado’s Public Energy Performance Contracting Program as possible pathways for identifying and financing energy-efficiency capital improvements to municipal infrastructure.
  - Smart technology: Emerging technology provides opportunities to reduce energy consumption. For example, the Parties could possibly collaborate to install smart streetlight technology to improve lighting efficiency, which could improve safety while reducing energy use and promoting dark skies. Louisville’s size and built environment provide an opportunity to explore pilot program opportunities at a reasonable scale to determine if they should be deployed to the entire market.
- **Alternative Energy:** The Parties could explore renewable energy offerings from renewable energy on the Xcel Energy grid through programs like Renewable\*Connect and Solar\*Rewards\*Community, all of which provide additive renewable energy. The City may periodically survey and poll on residents’ support for bonding or other city funding methods to accelerate the purchase of additional renewable energy.
- **Transportation:** Accelerated electrification of the transportation sector is important to reducing emissions. Investments by the city in electric vehicle associated infrastructure, charging stations, and fleet replacement should be prioritized and the Parties can discuss options to collaborate regarding electric vehicle policy in areas of mutual alignment.
- **Reliability & Resilience:** Reliability and resilience are critical to our energy future. Identifying ways to boost reliability will be part of our goal setting in accordance with PUC rules and requirements. Initial ideas include:
  - Accelerated undergrounding of electric distribution facilities in accordance with the Franchise Agreement and the underground fund or as otherwise funded by the City.
  - Explore possible pilot projects and opportunities, e.g., microgrids.
  - Natural disaster preparedness planning that addresses resilient infrastructure.
- **Fuel Switching:** The Parties would like to explore opportunities to incentivize consumers to transition appliances, vehicles, heating and other fuel powered devices to electrified alternatives, but also understand how these opportunities realistically impact carbon reductions at the grid level.
- **Economic Development:** The City is focused on economic development, including commercial outreach and business participation in Xcel Energy’s related programs, such as its site certification process for appropriate locations. The City and Xcel Energy can also collaborate on and education and utilization of Xcel Energy’s energy efficiency tools for advancing business expansion, retention and attraction at appropriate locations.
- **Transparency and Data Access:** Cooperative sharing of information and data should be in alignment with EFC partnership activities and be to the full extent permitted by law and data sharing capabilities.



RESPONSIBLE BY NATURE®

**SUBJECT:** DISCUSSION/DIRECTION – PROCESS TO FILL CURRENT BOARD AND COMMISSION VACANCIES

**DATE:** APRIL 16, 2019

**PRESENTED BY:** MEREDYTH MUTH, CITY CLERK

**SUMMARY:**

The City currently has the following current or anticipated vacancies on our boards and commissions:

- Board of Adjustment – 1 vacancy
- Building Code Board of Appeals – 1 vacancy
- Planning Commission – 1 vacancy as of May 15
- Recreation Board – 1 vacancy
- Revitalization Commission – 1 current vacancy & 1 vacancy expected July 1

Staff has been advertising for the BOA and BCBOA vacancies since January. All others are due to recent resignations either because members have or will be moving out of town or are no longer eligible to serve.

As required by the LMC, appointments made to midyear vacancies expire at the end of the year at which time the person may reapply for a full term or the balance of a vacant term.

Staff is requesting direction on if Council would like to try to fill these now or wait until the annual process in the fall.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Discussion/Direction

**ATTACHMENT(S):**

None

**SUBJECT:**           **ORDINANCE NO. 1771, SERIES 2019 – AN ORDINANCE  
AMENDING THE BUSINESS CENTER AT CTC GENERAL  
DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO  
PLANNED COMMUNITY ZONE DISTRICT – INDUSTRIAL AND  
TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON  
LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC –  
1<sup>st</sup> READING, SET PUBLIC HEARING 5/7/2019**

**DATE:**               **APRIL 16, 2019**

**PRESENTED BY:** **LISA RITCHIE, SENIOR PLANNER  
PLANNING AND BUILDING SAFETY DEPARTMENT**



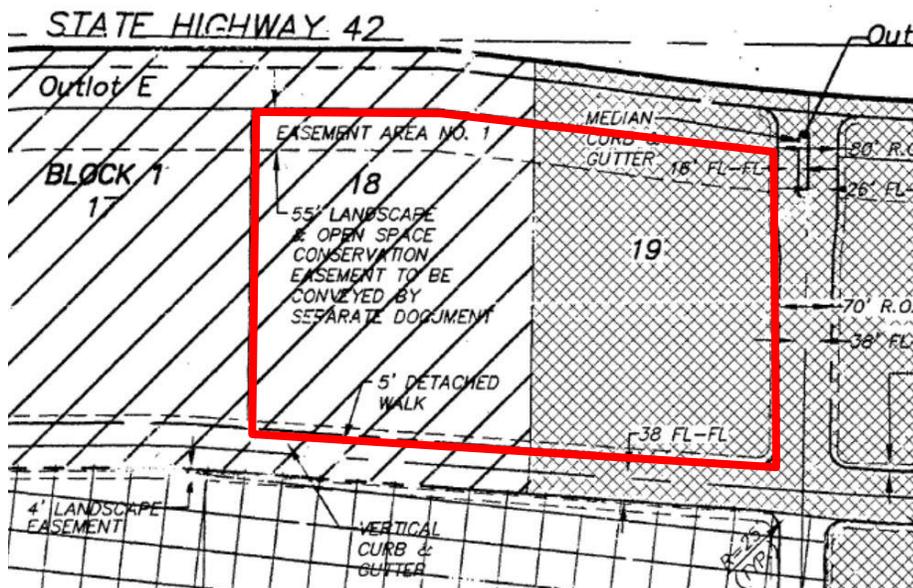
**SUMMARY:**

The owner, Freeman Capital Management, represented by RVP Architecture, requests approval of a General Development Plan (GDP) Amendment F for the Business Center at CTC to rezone Lot 19 to Planned Community Zone District – Industrial (PCZD-I) and to align the allowed uses on Lots 18 and 19 to the uses in the Industrial zone district.

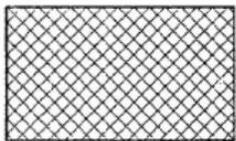
**BACKGROUND:**

The City approved The Business Center at CTC plat and GDP in 1998. The City has approved five GDP amendments since 1998 (see attachment 4 for Amendments A-E), with The Business Center at CTC Amendment B currently the governing GDP for the two subject lots. Amendment B provides different zone districts and allowed uses for Lots 18 and 19. Lot 18 is zoned PCZD-I with office, industrial, or research office and corporate uses specified. Lot 19 was previously part of a larger group of PCZD-C zoned lots intended to serve as a commercial hub for the development. Over time, each of these lots has rezoned to PCZD-I with the exception of Lot 19. Allowed uses for Lot 19 are those in the City's Commercial Business (CB) district.

Figure 1: The Business Center at CTC Amendment B



AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.



THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE - PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL (C-B) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME. LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES SHALL APPLY. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (C-B) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME. ANY OTHER USES ARE PROHIBITED.

Both Lots 18 and 19 are subject to the Commercial Development Design Standards and Guidelines (CDDSG), as are all properties along the northern edge of the CTC, adjacent to SH 42, with the exception of Lot 1, Block 3 (Fed Ex). The Fed Ex property is subject to GDP Amendment D that established a hybrid concept between the CDDSG and the Industrial Development Design Standards and Guidelines (IDDSG).

**PROPOSAL:**

The applicant requests approval of The Business Center at CTC GDP Amendment F, changing the allowed uses to those provided in the Industrial zone district. The applicant does not propose to change the requirement that both lots develop under the CDDSG.

This proposal aligns the allowed uses for the subject properties with those allowed on the property to the east, Fed Ex, and is more consistent with the allowed uses on the properties to the west; Office, Industrial, or Research/Office and Corporate uses.

**ANALYSIS:**

The GDP Amendment is subject to Section 17.72 *Planned Community Zone District* (PCZD) of the Louisville Municipal Code. Any amendments to a PCZD are subject to the same process and requirements as the initial approval. The purpose of the planned community zone district in Section 17.72.010 includes the following statements that apply to this application:

- *The purpose of the PCZD is to encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design.*
- *The PCZD is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types, retail, service activities, recreation, schools and public facilities, and other uses of land.*

Section 17.72.030 includes the following applicability statement:

- *The PCZD may be applied only to such land as the city shall determine to be suitable for such a development.*

Staff finds the application meets the purpose and applicability statements in Chapter 17.72 of the Louisville Municipal Code. Staff finds that the area requested for the GDP Amendment has changed to such a degree that it serves the health, safety and general welfare of the city, and provides coordinated community design. When the GDP was initially approved in 1998, the properties at the corner of SH 42 and 104<sup>th</sup> Street were zoned to allow commercial uses. Over time, these properties' applicable GDPs were amended to allow only industrial uses, and were approved and constructed with developments consistent with these zone changes. Lot 19 is the only remaining property with only commercial uses permitted.

The initial development concept for the area provided commercial uses at the primary entry point into the northeastern corner of the CTC. Previous applicants demonstrated that the market for commercial uses in the CTC is limited and the properties were rezoned with this rationale. As Lot 19 is the only remaining property with commercial uses, it is now out of character with the surrounding area. Additionally, the intersection at CTC Blvd and SH 42 is not full movement, and further reinforces the limited commercial viability for this particular property. The area has changed, and industrial uses on this property are suitable and appropriate for this development.

**FISCAL IMPACT:**

Per policy, staff ran the fiscal impact model under “low” and “high” scenarios, with the “low” scenario reducing several of the model inputs to 80% of the “high” scenario. Under the “high” scenario, the model estimates that the 20-year fiscal impact to the City resulting from the GDP amendment is reduced from a net positive of \$958,000 to \$593,000, a reduction of \$365,000. The reduction is largely due to the loss of retail sales tax generated in the model due to the change from commercial to industrial zoning. The “low” scenario shows the estimated 20-year fiscal impact to the City reduced from a net positive of \$773,000 to \$482,000, a reduction of \$291,000. Despite the model’s estimates for decline in sales tax revenue, staff notes that conditions have changed since the original establishment of the commercial zoning, and reduced the likelihood of successful commercial and retail development on the subject properties.

*High Scenario Inputs*

	Current GDP			GDP Amendment
Land Use	Research Office	Commercial Office	Commercial Retail	Industrial
Bldg SF	32,000	18,000	10,000	50,000
Value \$/SF	\$240	\$240	\$240	\$240
\$/Employee	\$5,000	\$5,000	\$1,200	\$5,000
Absorption	20 years	20 years	20 years	20 years

*Low Scenario Inputs*

	Current GDP			GDP Amendment
Land Use	Research Office	Commercial Office	Commercial Retail	Industrial
Bldg SF	32,000	18,000	10,000	50,000
Value \$/SF	\$192	\$192	\$192	\$192
\$/Employee	\$4,000	\$4,000	\$960	\$4,000
Absorption	20 years	20 years	20 years	20 years

*High Scenario Fiscal Impact Model*

Cumulative Combined Funds Results (x\$1,000) - Scenario Comparisons (x\$1,000)

City of Louisville

Fiscal Impact Model

Revenue by Fund	SCENARIO			
	Current GDP	%	GDP Amendment	%
General Fund	\$884	62%	\$558	62%
Open Spaces & Parks Fund	\$127	9%	\$77	9%
Lottery Fund	\$0	0%	\$0	0%
Historic Preservation Fund	\$46	3%	\$28	3%
Capital Projects Fund	\$375	26%	\$240	27%
<b>TOTAL REVENUE</b>	<b>\$1,433</b>	<b>100%</b>	<b>\$902</b>	<b>100%</b>
<b>Expenditures by Fund</b>				
General Fund	\$359	76%	\$205	66%
Open Spaces & Parks Fund	\$0	0%	\$0	0%
Lottery Fund	\$0	0%	\$0	0%
Historic Preservation Fund	\$0	0%	\$0	0%
Capital Projects Fund	\$116	24%	\$105	34%
<b>TOTAL EXPENDITURES</b>	<b>\$475</b>	<b>100%</b>	<b>\$309</b>	<b>100%</b>
<b>NET FISCAL RESULT BY FUND</b>				
General Fund	\$524		\$353	
Open Spaces & Parks Fund	\$127		\$77	
Lottery Fund	\$0		\$0	
Historic Preservation Fund	\$46		\$28	
Capital Projects Fund	\$260		\$135	
<b>NET FISCAL IMPACT</b>	<b>\$958</b>		<b>\$593</b>	

*Low Scenario Fiscal Impact Model*

Cumulative Combined Funds Results (x\$1,000) - Scenario Comparisons (x\$1,000)

City of Louisville

Fiscal Impact Model

Revenue by Fund	SCENARIO			
	Current GDP	%	GDP Amendment	%
General Fund	\$772	62%	\$489	62%
Open Spaces & Parks Fund	\$109	9%	\$66	8%
Lottery Fund	\$0	0%	\$0	0%
Historic Preservation Fund	\$40	3%	\$25	3%
Capital Projects Fund	\$327	26%	\$211	27%
<b>TOTAL REVENUE</b>	<b>\$1,248</b>	<b>100%</b>	<b>\$791</b>	<b>100%</b>
<b>Expenditures by Fund</b>				
General Fund	\$359	76%	\$205	66%
Open Spaces & Parks Fund	\$0	0%	\$0	0%
Lottery Fund	\$0	0%	\$0	0%
Historic Preservation Fund	\$0	0%	\$0	0%
Capital Projects Fund	\$116	24%	\$105	34%
<b>TOTAL EXPENDITURES</b>	<b>\$475</b>	<b>100%</b>	<b>\$309</b>	<b>100%</b>
<b>NET FISCAL RESULT BY FUND</b>				
General Fund	\$413		\$284	
Open Spaces & Parks Fund	\$109		\$66	
Lottery Fund	\$0		\$0	
Historic Preservation Fund	\$40		\$25	
Capital Projects Fund	\$211		\$107	
<b>NET FISCAL IMPACT</b>	<b>\$773</b>		<b>\$482</b>	

**PLANNING COMMISSION:**

The Planning Commission reviewed the application on March 14, 2019 and recommended approval with the following condition:

1. *Prior to the City Council hearing, the applicant shall revise the plans to correctly identify the allowed uses on the property to the west.*

The applicant updated the GDP plan sheet to comply with this condition.

**STAFF RECOMMENDATION:**

Staff recommends City Council approve Ordinance 1771, Series 2019 to amend The Business Center at CTC General Development Plan on first reading, send the ordinance out for publication and set the public hearing for May 7, 2019.

**ATTACHMENTS:**

1. Ordinance 1771, Series 2019
2. Application Materials
3. The Business Center at CTC GDP Amendment F
4. The Business Center at CTC GDP, and GDP Amendments A-E
5. Planning Commission minutes, March 14, 2019
6. [Zoning map](#)

**ORDINANCE NO. 1771  
SERIES 2019**

**AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT - INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC**

**WHEREAS**, CTC FCM-II, LLC and Flagstaff Holdings – 224, LLC are the owners of Lots 18 and 19, Block 1, CTC Filing No. 1 totaling approximately 6.91 acres, which property is designated as a portion of the Business Center at CTC General Development Plan (GDP) property attached hereto as Exhibit A (the “Property”); and

**WHEREAS**, Lot 19 is currently zoned Planned Community Zone District – Commercial (PCZD – C) and Lot 18 is currently zoned Planned Community Zone District – Industrial, and permitted uses are set forth on the existing PCZD General Development Plan and; and

**WHEREAS**, CTC FCM-II, the applicant, has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property, which amended Plan is entitled The Business Center at CTC PCZD General Development Plan, Amendment F and a copy of which is attached hereto as Exhibit A (“The Business Center at CTC PCZD General Development Plan Amendment F”); and

**WHEREAS**, the Business Center at CTC PCZD General Development Plan Amendment F shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

**WHEREAS**, the Louisville Planning Commission has held a public hearing on March 14, 2019 for the proposed Business Center at CTC Amendment F for the Property and recommends approval to the City Council; and

**WHEREAS**, the City Council has duly considered the Commission’s recommendation; and

**WHEREAS**, the City Council has held a public hearing on May 7, 2019 for the proposed Business Center at CTC Amendment F and has provided notice of the public hearing as provided by law; and

**WHEREAS**, no protests were received by the City pursuant to C.R.S. §31-23-305; and

**WHEREAS**, The Business Center at CTC Amendment F is consistent with the City of Louisville 2013 Citywide Comprehensive Plan;

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

**Section 1.** The City Council of the City of Louisville hereby approves the Business Center at CTC PCZD General Development Plan Amendment F , a copy of which is attached hereto as Exhibit A, subject to Section 2 hereof, and pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Industrial (PCZD-I).

**Section 2.** The Business Center at CTC Amendment F shall be recorded in the Offices of the Boulder County Clerk and Recorder.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED** this 16<sup>th</sup> Day of April, 2019.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**PASSED AND ADOPTED ON SECOND AND FINAL READING,** this 7<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

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



**LAND USE APPLICATION**

**CASE NO.** \_\_\_\_\_

**APPLICANT INFORMATION**

Firm: RVP Architecture  
 Contact: Robert Van Pelt  
 Address: 3223 Arapahoe Ave, Suite 220  
Boulder, CO 80303  
 Mailing Address: same  
 Telephone: 303-443-5355  
 Fax: N/A  
 Email: bob@rvparchitecture.com

**OWNER INFORMATION**

Firm: CTC-FCM II, LLC  
 Contact: Andrew Freeman  
 Address: 1375 Walnut Street  
Boulder, CO 80302  
 Mailing Address: same  
 Telephone: 720-699-0575  
 Fax: N/A  
 Email: afreeman@freemanproperty.com

**REPRESENTATIVE INFORMATION**

Firm: Same as Applicant  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**PROPERTY INFORMATION**

Common Address: \_\_\_\_\_  
 Legal Description: Lot s 18 & 19 Blk 1  
Subdivision The Bus. Center at CTC  
 Area: 300,750 Sq. Ft.

**TYPE (S) OF APPLICATION**

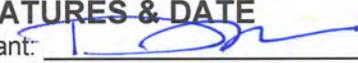
- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: \_\_\_\_\_
- CMRS Facility: \_\_\_\_\_
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit) GDP Amendment

**PROJECT INFORMATION**

Summary: A proposed Amendment to the  
General Development Plan to change the zoning  
on Lot 19 from PCZD-C to PCZD-I and change the  
guidelines governing development on both lots from  
the CDDSG to the IDDSG. Lot 18 is currently  
zoned PCZD-I.

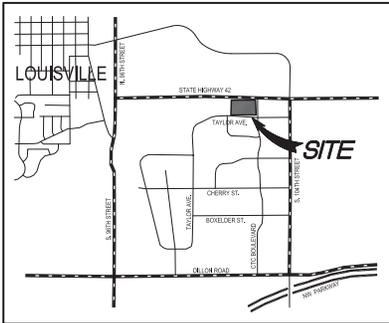
Current zoning: varies Proposed zoning: PCZD-I

**SIGNATURES & DATE**

Applicant:   
 Print: Robert Van Pelt  
 Owner:   
 Print: Andrew Freeman  
 Representative: Same as Applicant  
 Print: \_\_\_\_\_

**CITY STAFF USE ONLY**

- Fee paid: \_\_\_\_\_
- Check number: \_\_\_\_\_
- Date Received: \_\_\_\_\_



VICINITY MAP (NTS)

**LAND USE SUMMARY:**

	LOT 18	LOT 19
PRESENT ZONING:	PCZD-1	PCZD-C
PROPOSED ZONING:	PCZD-1	PCZD-1
LOT SIZE:	3.75 ACRES	3.16 ACRES
TOTAL AREA:	6.91 ACRES	

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE,  
 COLORADO.  
 RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

**CITY COUNCIL CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.  
 ORDINANCE NO. \_\_\_\_\_ SERIES \_\_\_\_\_

MAYOR'S SIGNATURE \_\_\_\_\_

CITY CLERK'S SIGNATURE \_\_\_\_\_

**OWNERSHIP CERTIFICATE:**

FREEMAN CAPITAL MANAGEMENT

BY: ANDREW FREEMAN  
 AS: OWNER

**ACKNOWLEDGMENT:**

STATE OF COLORADO }  
 COUNTY OF BOULDER } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

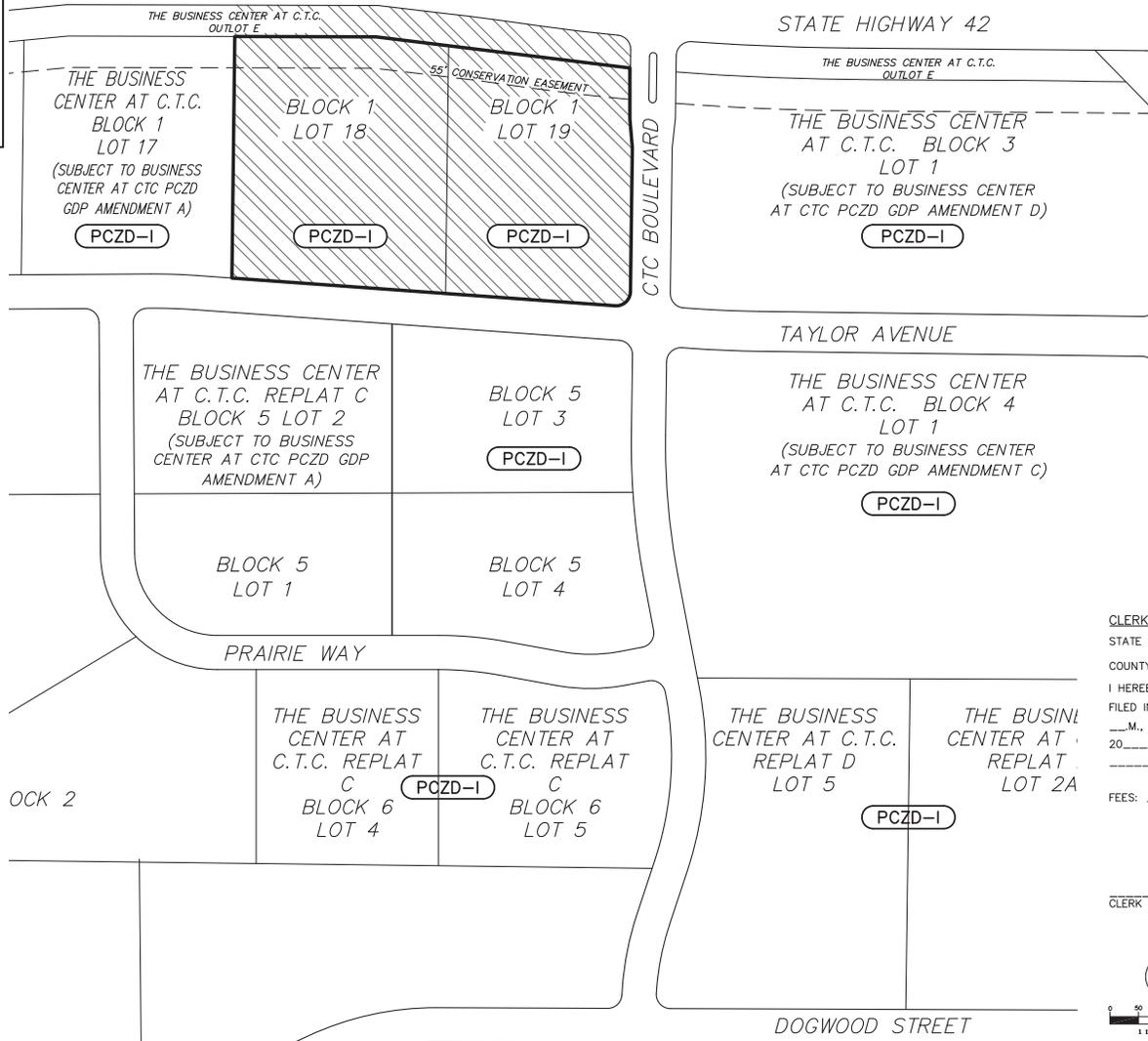
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

# THE BUSINESS CENTER AT C.T.C. PCZD GENERAL DEVELOPMENT PLAN AMENDMENT F

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

PROPERTY SUBJECT TO THIS GENERAL  
 DEVELOPMENT PLAN AMENDMENT F:  
 LOTS 18 AND 19, BLOCK 1  
 THE BUSINESS CENTER AT C.T.C.  
 COUNTY OF BOULDER, STATE OF COLORADO



**LEGEND**

**PCZD-1**

AREA TO BE INDUSTRIAL - CTC, CITY OR OTHER APPLICABLE COMMERCIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME. NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED

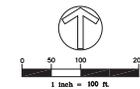
**CLERK AND RECORDER'S CERTIFICATE:**

STATE OF COLORADO }  
 COUNTY OF BOULDER } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
 FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK,  
 \_\_\_\_\_M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
 20\_\_\_\_, AND IS RECORDED AT RECEPTION NO. \_\_\_\_\_

FEES: \_\_\_\_\_ PAID

CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_



SCALE VERIFICATION  
 HAS ONE EACH  
 OF THESE DIMENSIONS

IF NOT ONE, BOX IN THIS SHEET  
 SHOWS SCALE ACCURACIES

NO.	DESCRIPTION	DATE	BY

**HURST**  
 CIVIL ENGINEERING  
 PLANNING  
 SURVEYING  
 HURST & ASSOCIATES, INC.  
 1285 S. Public Road, Suite B  
 Lafayette, CO 80008  
 303.449.9105

THE BUSINESS CENTER AT C.T.C.  
 PCZD GENERAL DEVELOPMENT F  
 PLAN AMENDMENT F  
 LOUISVILLE, COLORADO

DATE: 04/01/19	FILE LOCATION: _____
SCALE: 1"=100'	SHEET NO. 1 OF 1
JOB NUMBER: 2527-01	APPROVED BY: _____
DATE: 04/01/19	FILE LOCATION: _____

# PCZD General Development Plan Amendment A

A Portion of Northeast Quarter of Section 16, Township 1 South,  
Range 69 West, 6th Principal Meridian, City of Louisville,  
County of Boulder, State of Colorado

## LEGAL DESCRIPTION

### LAND USE SUMMARY

TOTAL AREA 160.96 AC  
PERCENT ZONING 1 (INDUSTRIAL)  
PROPOSED ZONING PCZD-1 - 132.85 AC  
PCZD-C - 28.11 AC

### PLANNING COMMISSION CERTIFICATE

APPROVED BY PLANNING COMMISSION THIS 9<sup>th</sup> DAY OF February 1999 BY THE  
PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO  
RECEIPTS NO. 1010 SERIES 1999  
*Debra Sault* SECRETARY

### CITY COUNCIL CERTIFICATE

APPROVED BY CITY COUNCIL THIS 6<sup>th</sup> DAY OF April 1999 BY THE  
CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO  
ORDINANCE NO. 1275 SERIES 1999  
*Tom Jackson* CITY CLERK

### CLERK AND RECORDER CERTIFICATE

(COUNTY OF BOULDER)  
(STATE OF COLORADO)  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT  
5:18 P.M. TODAY, THE 14<sup>th</sup> DAY OF April 1999  
AND IS DULY RECORDED IN PLAN FILE F-49 P.3 #112  
FOR \$20.00 FEE  
FILE NO. N/A RECEPTION NO. 1960879  
*Charlotte Houston* CLERK  
*Carol Jacobsen* SECRETARY

### OWNERSHIP SIGNATURE

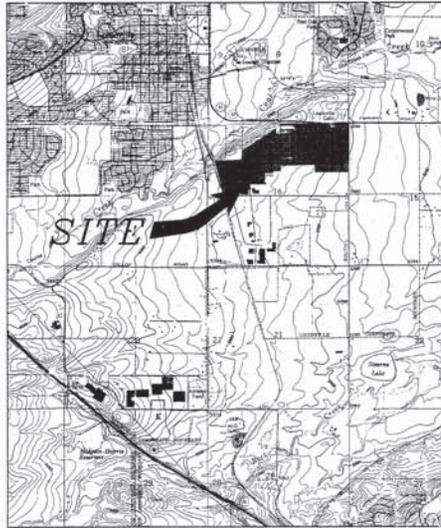
COLORADO TECH LAND COMPANY, LLC, COLORADO LIMITED LIABILITY COMPANY  
CORPORATE HEADQUARTERS OFFICE OF LOUISVILLE, MISSOURI  
*[Signature]* MANAGER

KEVIN BUCKLEY (LOT 2, BLOCK 1)

*Kevin Buckley*  
KEVIN BUCKLEY

GEORGE A. TOPAKAS AND LURANA K. TOPAKAS (LOTS 3, BLOCK 1)

*George A. Topakas* *Lurana K. Topakas*  
GEORGE A. TOPAKAS LURANA K. TOPAKAS



VICINITY MAP

### Property to be Zoned PCZD-1

A PART OF COLORADO TECHNOLOGICAL CENTER FIRST PLANS, RECORDED  
IN PLAN FILE P-1, F-1, NO. 38, 39 AND 40 TOGETHER WITH A PORTION  
OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE  
69 WEST, 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO,  
RECORDED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 16, THENCE N  
02°02'00" E 884.88 FEET ALONG THE NORTH-SOUTH CENTERLINE OF  
SAID SECTION 16 TO THE POINT OF BEGINNING;  
THENCE N 00°42'00" E 148.41 FEET;  
THENCE S 89°17'00" E 138.03 FEET;  
THENCE S 00°42'45" W 258.57 FEET;  
THENCE S 89°17'00" E 1283.72 FEET TO THE WESTERLY RIGHT OF WAY  
OF 1046 STREET;  
THENCE N 00°41'30" E 1622.00 FEET ALONG SAID WESTERLY RIGHT OF  
WAY TO THE SOUTHERLY RIGHT OF WAY OF EMERY ROAD;  
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES:

1. N 44°22'31" W 51.13 FEET;
2. N 89°29'41" W 548.08 FEET;
3. 187.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC  
SUSTAINED BY A RADIUS OF 4247.50 FEET, A CENTRAL ANGLE OF  
07°02'24", AND A CHORD BEARING N 85°41'41" W 576.25 FEET;
4. N 82°32'17" W 234.04 FEET;
5. N 81°41'41" W 18.03 FEET;
6. W 89°20'58" E 548.03 FEET;
7. S 84°28'45" W 343.19 FEET;
8. N 85°37'41" W 101.50 FEET;
- THENCE S 00°41'00" W 351.41 FEET;
- THENCE N 44°22'31" W 187.73 FEET TO SAID NORTH-SOUTH  
CENTERLINE OF SECTION 16;
- THENCE N 00°42'00" E 228.08 FEET TO THE SOUTHERLY BOUNDARY OF  
FILED; SAID ARC SUSTAINED BY A RADIUS OF 2033.63 FEET, A CENTRAL  
ANGLE OF 5°14'13" AND A CHORD BEARING S 20°07'58" E 308.81  
FEET;

THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES:

1. S 81°31'23" W 65.13 FEET;
2. S 82°07'18" W 892.71 FEET TO THE BOUNDARY OF SAID COLORADO  
TECHNOLOGICAL CENTER FIRST PLANS; THENCE ALONG SAID BOUNDARY  
THE FOLLOWING COURSES:
1. S 00°41'30" E 433.05 FEET;
2. W 89°23'00" E 1044.61 FEET;
3. 108.85 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE  
RIGHT, SAID ARC SUSTAINED BY A RADIUS OF 2033.63 FEET, A CENTRAL  
ANGLE OF 5°14'13" AND A CHORD BEARING S 20°07'58" E 308.81  
FEET;
4. S 17°31'24" E 247.11 FEET;
5. S 17°02'07" E 243.53 FEET;
6. S 17°02'08" E 244.88 FEET;
7. S 16°42'38" E 244.11 FEET;
8. S 16°25'41" E 244.11 FEET;
9. S 16°11'05" E 243.88 FEET;
10. S 15°59'47" E 242.22 FEET;
11. S 15°50'58" E 241.16 FEET;
12. S 15°49'37" E 241.16 FEET;
13. S 15°42'37" E 241.04 FEET;

14. S 15°14'13" E 884.81 E.T. TO THE SOUTHERLY BOUNDARY OF LOT  
1, BLOCK 1, SAID COLORADO TECHNOLOGICAL CENTER FIRST PLANS;  
THENCE S 9°24'31" W 18.48 FEET ALONG SAID SOUTHERLY BOUNDARY  
OF LOT 1, BLOCK 1;

THENCE 46.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO THE  
WESTERLY RIGHT OF WAY OF ARTHUR AVENUE IN SAID COLORADO  
TECHNOLOGICAL CENTER FIRST PLANS, SAID ARC SUSTAINED BY A  
RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 11°29'57" AND A  
CHORD BEARING S 43°08'18" E 38.47 FEET;  
THENCE N 12°38'40" W 144.78 FEET ALONG SAID WESTERLY RIGHT OF  
WAY OF ARTHUR AVENUE;  
THENCE W 78°32'30" E 344.87 FEET;  
THENCE S 12°36'40" E 82.48 FEET;  
THENCE N 82°38'00" E 324.29 FEET;  
THENCE N 08°21'00" W 104.68 FEET;  
THENCE N 82°38'00" E 65.00 FEET;  
THENCE N 82°38'00" E 118.04 FEET;  
THENCE N 82°38'00" E 387.22 FEET;  
THENCE N 08°41'41" E 438.47 FEET;  
THENCE 22.05 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE  
RIGHT, SAID ARC SUSTAINED BY A RADIUS OF 870.00 FEET, A CENTRAL  
ANGLE OF 0°08'00" AND A CHORD BEARING S 89°58'41" E 22.04  
FEET;

THENCE S 89°19'18" E 322.89 FEET;  
THENCE 38.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID  
ARC SUSTAINED BY A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  
07°02'24" AND A CHORD BEARING S 87°32'25" E 38.37 FEET;  
THENCE N 09°19'18" E 48.77 FEET;  
THENCE S 18°19'18" E 223.76 FEET TO THE POINT OF BEGINNING,  
CONTAINING 18.15 ACRES.

### With The Exception Of

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1  
SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY,  
COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST-SECTION CORNER OF SAID SECTION 16 FROM  
WHENCE THE NORTH QUARTER-SECTION CORNER BEARS N 89°19'41" W  
THENCE N 89°19'41" W 61.24 FEET ALONG THE NORTHERLY BOUNDARY OF  
SAID NORTHEAST QUARTER OF SECTION 16;

THENCE S 00°40'18" W 75.81 FEET TO THE POINT OF BEGINNING;  
THENCE N 89°29'41" W 548.08 FEET;  
THENCE 376.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT,  
SAID ARC SUSTAINED BY A RADIUS OF 4247.50 FEET, A CENTRAL ANGLE OF  
07°02'24", AND A CHORD BEARING N 85°41'41" W 576.25 FEET;  
THENCE N 82°32'17" W 128.24 FEET;  
THENCE S 00°42'00" E 306.57 FEET;  
THENCE S 87°18'58" E 110.00 FEET;  
THENCE S 82°32'21" E 16.24 FEET;  
THENCE 18.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT,  
SAID ARC SUSTAINED BY A RADIUS OF 2033.63 FEET, A CENTRAL ANGLE OF  
07°02'24", AND A CHORD BEARING S 87°32'25" E 38.37 FEET;  
THENCE S 89°14'41" E 247.68 FEET;  
THENCE S 00°44'48" W 51.11 E.T.;

THENCE S 89°47'18" E 484.85 FEET;  
THENCE N 07°47'18" E 1091.92 FEET;  
THENCE N 44°22'31" W 51.13 FEET TO THE POINT OF BEGINNING,  
CONTAINING 22.89 ACRES, MORE OR LESS.

### Property to be Zoned PCZD-C

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1  
SOUTH, RANGE 69 WEST, 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY,  
COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST-SECTION CORNER OF SAID SECTION 16 FROM  
WHENCE THE NORTH QUARTER-SECTION CORNER BEARS N 89°19'41" W  
THENCE N 89°19'41" W 61.24 FEET ALONG THE NORTHERLY BOUNDARY OF  
SAID NORTHEAST QUARTER OF SECTION 16;

THENCE S 00°40'18" W 75.81 FEET TO THE POINT OF BEGINNING;  
THENCE N 89°29'41" W 548.08 FEET;  
THENCE 376.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT,  
SAID ARC SUSTAINED BY A RADIUS OF 4247.50 FEET, A CENTRAL ANGLE OF  
07°02'24", AND A CHORD BEARING N 85°41'41" W 576.25 FEET;  
THENCE N 82°32'17" W 128.24 FEET;  
THENCE S 00°42'00" E 306.57 FEET;  
THENCE S 87°18'58" E 110.00 FEET;  
THENCE S 82°32'21" E 16.24 FEET;  
THENCE 18.88 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT,  
SAID ARC SUSTAINED BY A RADIUS OF 2033.63 FEET, A CENTRAL ANGLE OF  
07°02'24", AND A CHORD BEARING S 87°32'25" E 38.37 FEET;  
THENCE S 89°14'41" E 247.68 FEET;  
THENCE S 00°44'48" W 51.11 E.T.;

THENCE S 89°47'18" E 484.85 FEET;  
THENCE N 07°47'18" E 1091.92 FEET;  
THENCE N 44°22'31" W 51.13 FEET TO THE POINT OF BEGINNING,  
CONTAINING 22.89 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
HURST & ASSOCIATES, INC.  
4989 PEARL EAST CIRCLE,  
BOULDER, CO 80501  
(303) 448-9555

Revised 4/8/99  
The Business Center at C.T.C.  
PCZD General  
Development Plan  
Amendment A

SCALE: 1/4" = 100'  
SECTION 16  
SHEET 1 OF 1  
HURST & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
4989 Pearl East Circle, Suite 100  
Boulder, Colorado 80501-4989  
PHONE: (303) 448-9555 FAX: (303) 448-9555



# The Business Center at C.T.C. PCZD General Development Plan Amendment B

A Portion of Northeast Quarter of Section 16, Township 1 South,  
Range 69 West, 6th Principal Meridian, City of Louisville,  
County of Boulder, State of Colorado

**LAND USE SUMMARY:**  
TOTAL AREA: 28.07 ACRES  
PRESENT ZONING: PCZD-C  
PROPOSED ZONING: PCZD-C - 28.07 ACRES

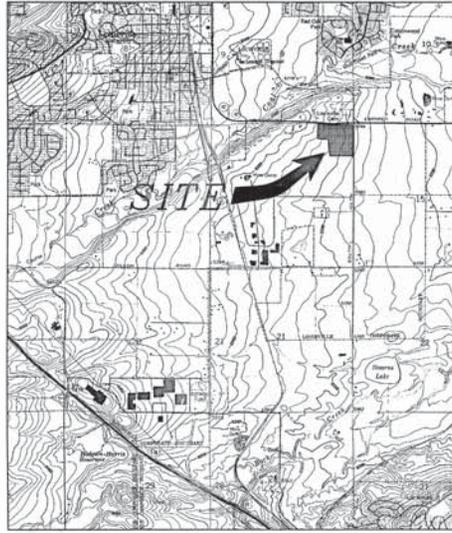
**PLANNING COMMISSION CERTIFICATE:**  
APPROVED THIS 15<sup>th</sup> DAY OF March  
2008 BY THE PLANNING COMMISSION OF THE CITY OF  
LOUISVILLE, COLORADO.  
RESOLUTION NO. 03 SERIES 2008  
*[Signature]* SECRETARY

**CITY COUNCIL CERTIFICATE:**  
APPROVED THIS 6<sup>th</sup> DAY OF May  
2008 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE,  
COLORADO.  
**Ordinance** NO. 1533 SERIES 2008  
*[Signature]* MAYOR'S SIGNATURE  
*[Signature]* CITY CLERK'S SIGNATURE



**OWNERSHIP CERTIFICATE:**  
COLORADO TECH LAND COMPANY, LLC, A COLORADO LIMITED  
LIABILITY COMPANY, COMMUNITY DEVELOPMENT GROUP OF  
LOUISVILLE, MANAGER  
*[Signature]*  
CHARLES R. BELLOCK, MANAGER

**ACKNOWLEDGMENT:**  
STATE OF COLORADO }  
COUNTY OF Boulder } SS  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS 12 DAY OF May 2008 BY  
CHARLES R. BELLOCK, AS WITNESS.  
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES 11-22-2010  
*[Signature]*  
NOTARY PUBLIC



VICINITY MAP

**CLERK AND RECORDER'S CERTIFICATE:**  
STATE OF COLORADO )  
COUNTY OF BOULDER ) SS  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY  
OFFICE AT 3:13 O'CLOCK P.M. THIS 27<sup>th</sup> DAY OF  
May 2008 AND IS RECORDED IN PLAN FILE  
1-69-F-4-916.17  
FILM NO. \_\_\_\_\_ RECEPTION NO. 2992643  
FEES: \$2.00 PAID  
*[Signature]* *[Signature]*  
CLERK & RECORDER DEPUTY

**PROPERTY ZONED PCZD-C LEGAL DESCRIPTION:**  
A PORTION OF THE NORTHEAST QUARTER OF SECTION 16,  
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY  
OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO,  
DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16  
FROM WHENCE THE NORTH QUARTER CORNER LIES N89°19'44"W  
(BASIS OF BEARINGS);  
THENCE N89°19'44"W, 81.34 FEET ALONG THE NORTHERLY LINE  
OF THE NORTHEAST QUARTER OF SECTION 16;  
THENCE S00°40'16"W, 75.91 FEET TO THE POINT OF BEGINNING;  
THENCE S44°22'11"E, 51.13 FEET;  
THENCE S00°45'13"W, 1,091.92 FEET;  
THENCE N89°47'13"W, 833.56 FEET;  
THENCE N10°45'22"W, 185.15 FEET;  
THENCE 245.08 FEET ALONG THE ARC OF A TANGENT CURVE  
TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF  
1,220.00 FEET, A CENTRAL ANGLE OF 11°50'35", AND A CHORD  
BEARING N05°00'04"W, 244.67 FEET;  
THENCE N00°45'13"E, 129.13 FEET;  
THENCE 40.74 FEET ALONG THE ARC OF A TANGENT CURVE TO  
THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 25.00 FEET,  
A CENTRAL ANGLE OF 93°22'24", AND A CHORD BEARING  
N47°26'25"E, 36.38 FEET;  
THENCE N83°16'55"W, 110.60 FEET;  
THENCE N85°52'23"W, 306.57 FEET;  
THENCE N00°42'36"E, 575.65 FEET;  
THENCE S83°14'11"E, 64.54 FEET;  
THENCE S81°53'41"E, 63.90 FEET;  
THENCE 576.67 FEET ALONG THE ARC OF A TANGENT CURVE  
TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 4,341.25  
FEET, A CENTRAL ANGLE OF 07°36'01", AND A CHORD BEARING  
S85°41'41"E, 576.25 FEET;  
THENCE S89°29'41"E, 546.08 FEET TO THE POINT OF BEGINNING,  
CONTAINING 1,222.759 SQUARE FEET OR 28.07 ACRES, MORE  
OR LESS.  
LEGAL DESCRIPTION PREPARED BY:  
HURST & ASSOCIATES, INC.  
4399 PEARL EAST CIRCLE, SUITE 106  
BOULDER, CO, 80301  
(303) 499-9105

**The Business Center at C.T.C.  
PCZD General  
Development Plan  
Amendment B**

SCALE: 1/8" = 1' / 1/4" = 1'

DESIGNED BY: *[Signature]*

DRAWN BY: *[Signature]*

DATE: 05/12/08

**HURST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
499 Pearl East Circle, Suite 106  
Boulder, Colorado 80301  
TEL: 303.499.9105 FAX: 303.440.1100

SHEET 1 OF 2

Business Center @ CTC  
Amendment B  
1 of 2

DRAWING NUMBER

DRAWING NUMBER

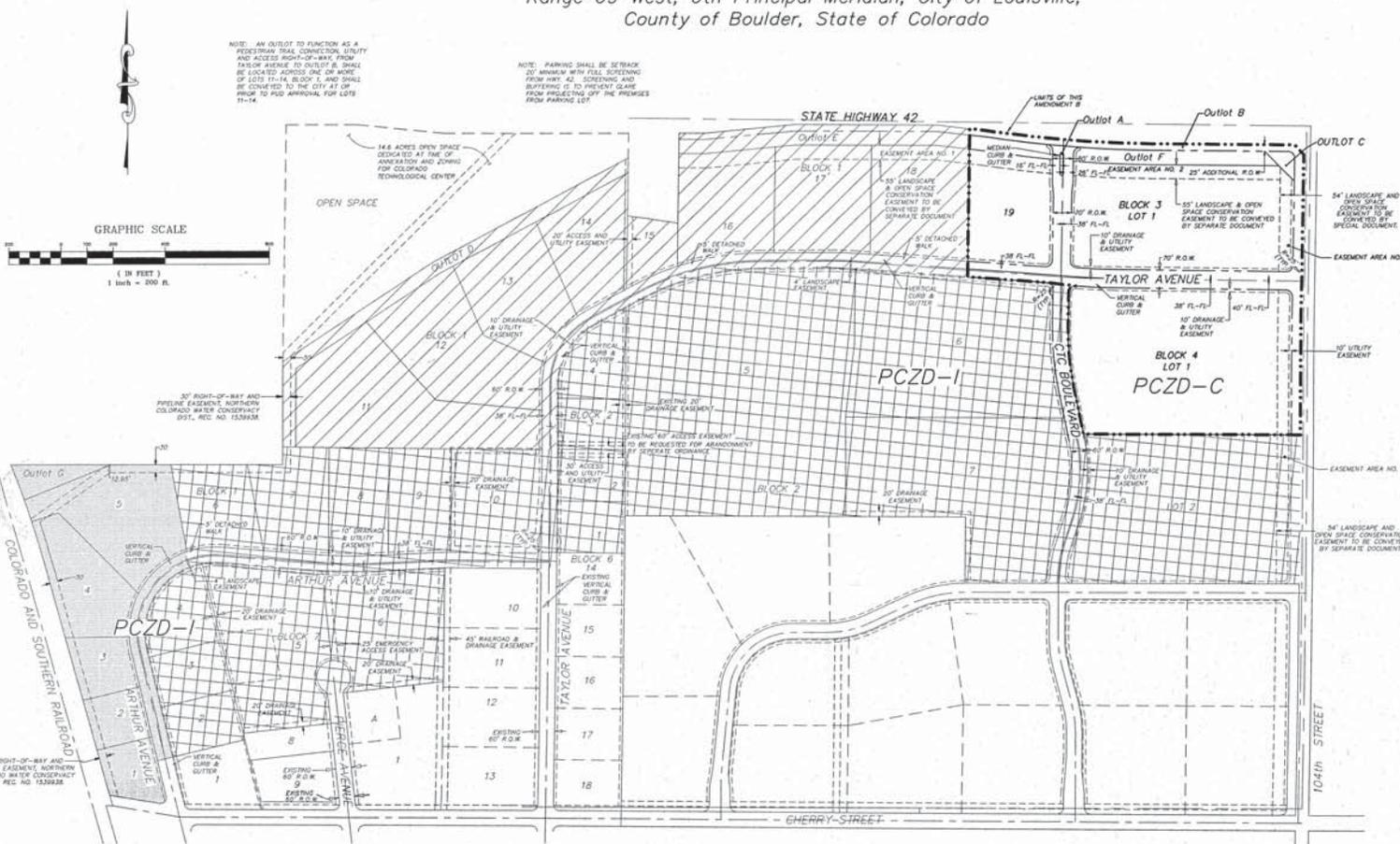
L19 B.1:11.83  
and L1.8.4  
1 of 2

# The Business Center at C.T.C. PCZD General Development Plan Amendment B

A Portion of Northeast Quarter of Section 16, Township 1 South,  
Range 69 West, 6th Principal Meridian, City of Louisville,  
County of Boulder, State of Colorado

NOTE: AN OUTLET TO FUNCTION AS A  
FEDERAL TRAIL CONNECTION UTILITY  
AND ACCESS RIGHT-OF-WAY FROM  
TAYLOR AVENUE TO OUTLET B SHALL  
BE LOCATED ADDRESS ONE OR MORE  
OF LOTS 11-14, BLOCK 1, AND SHALL  
BE CONVEYED TO THE CITY AT GP  
FROM TO PUD APPROVAL FOR LOTS  
11-14.

NOTE: PARKING SHALL BE SETBACK  
20' MINIMUM WITH FULL SCREENING  
FROM HWY 42. SCREENING AND  
BUFFERING IS TO PREVENT GLARE  
FROM PROJECTIONS OFF THE PREMISES  
FROM PARKING LOT.



## LEGEND

### PCZD-1 EXISTING - NOT A PART OF AMENDMENT B

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL,  
OR RESEARCH/OFFICE AND COMPASSATE USES  
IF OFFICE - THE LOUISVILLE COMMERCIAL  
DEVELOPMENT DESIGN STANDARDS AND  
GUIDELINES SHALL APPLY AS IN EFFECT FROM  
THE TIME THE INDUSTRIAL - CITY OF  
OTHER APPLICABLE INDUSTRIAL GUIDELINES  
SHALL APPLY AS IN EFFECT FROM THE TIME TO THE.

THE FOLLOWING USES ARE USED BY SPECIAL REVIEW  
AND MAY BE PERMITTED IF AUTHORIZED THROUGH THE  
CITY SPECIAL REVIEW USE APPLICATION PROCESS:  
RESTAURANTS, INDOOR EATING AND DRINKING ESTABLISHMENTS,  
OUTDOOR DINING AND OTHER FOOD SERVICE  
USES INCLUDING BUT NOT LIMITED TO, DELI/CATERING,  
CATERING FACILITIES, BANQUET ROOMS, MEETING  
ROOMS, AND  
MEDICAL AND DENTAL CLINICS AND FINANCIAL  
INSTITUTIONS, AND  
STUDIOS FOR PROFESSIONAL WORK OR TEACHING OF  
ANY FORM OF THE ARTS, PHOTOGRAPHY, MUSIC,  
DRAMA OR DANCE.

ALL OTHER USES BY SPECIAL REVIEW SHALL BE PROHIBITED  
NO DRIVE THRU FACILITIES FOR RESTAURANT OR FINANCIAL  
INSTITUTIONS SHALL BE ALLOWED IN THIS SUB AREA.  
ALL SPECIAL REVIEW USES IN THIS SUB AREA WILL  
BE REQUIRED TO MEET THE LOUISVILLE COMMERCIAL  
DEVELOPMENT DESIGN STANDARDS AND GUIDELINES  
AS MAY BE AMENDED FROM TIME TO TIME.

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL,  
OR RESEARCH/OFFICE AND COMPASSATE USES.  
ALL DEVELOPMENT RESPECTIVE OF USE  
SHALL BE SUBJECT TO THE LOUISVILLE  
COMMERCIAL DEVELOPMENT DESIGN STANDARDS  
AND GUIDELINES AS IN EFFECT FROM TIME TO TIME.

AREA TO BE INDUSTRIAL - CITY OF  
OR OTHER APPLICABLE INDUSTRIAL GUIDELINES  
SHALL APPLY AS IN EFFECT FROM THE TIME TO THE.  
SPECIAL REVIEW USE APPROVAL IS REQUIRED  
FOR ANY USE IDENTIFIED IN THE LOUISVILLE  
MANUAL CODE AS A USE BY SPECIAL REVIEW  
IN THE CITY INDUSTRIAL ZONE DISTRICT  
REGULATIONS AS IN EFFECT FROM THE TIME TO THE.

NOTE: AUTOMOBILE SERVICE STATIONS ARE  
PROHIBITED IN THE ABOVE THREE AREAS.

### PCZD-C AMENDMENT B

THE AREA TO BE PCZD-C COMMERCIAL AND  
OFFICE PERMITTED USES LIMITED TO THOSE USES  
IDENTIFIED IN THE LOUISVILLE MANUAL CODE AS  
PERMITTED USES IN THE CITY COMMERCIAL BUSINESS  
(CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM  
TIME TO THE. SPECIAL REVIEW USE APPROVAL IS  
REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE  
MANUAL CODE AS A USE BY SPECIAL REVIEW IN  
THE CITY COMMERCIAL BUSINESS (CB) ZONE DISTRICT  
REGULATIONS AS AMENDED FROM THE TIME TO THE.  
AND FACILITIES FOR THE MANUFACTURING, FABRICATION,  
PRODUCTS OF OTHER PRODUCTS. IF SUCH USES ARE  
COMPATIBLE WITH QUARANTINE AREA DISTRICT FACILITIES  
SHALL BE COMPLETELY ENCLOSED AND ANY NOISE,  
SMOKE, DUST, ODOR OR OTHER ENVIRONMENTAL  
CONTAMINATION PRODUCED BY SUCH FACILITIES,  
CONFINED TO THE LOT UPON WHICH SUCH FACILITIES  
ARE LOCATED AND CONTROLLED IN ACCORDANCE  
WITH ALL APPLICABLE CITY, STATE OR FEDERAL  
REGULATIONS.

The Business Center at C.T.C.  
PCZD General  
Development Plan  
Amendment B

SCALE: HORIZ. 1" = 200'  
VERT. 1" = 20'  
DESIGNED BY: J.P. HURST & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
DATE: 05/13/2018  
FILE: G:\2003\31\2018\PCZD-C\001\PCZD-C.DWG

Business Center @ CTC  
Amendment B  
2 of 2

DRAWING NUMBER

DRAWING NUMBER

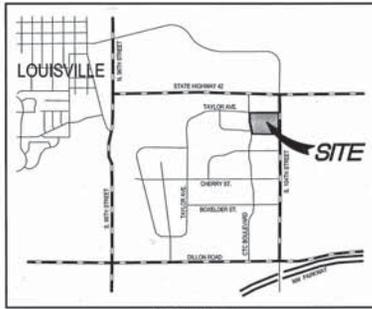
119 B.1.1.1.83  
8th Fl. B.4  
2 of 2

THE BUSINESS CENTER AT C.T.C. GENERAL DEVELOPMENT PLAN AMENDMENT C  
 1 OF 1

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER



VICINITY MAP (NTS)

# THE BUSINESS CENTER AT C.T.C. PCZD GENERAL DEVELOPMENT PLAN AMENDMENT C

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,  
 TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

**LAND USE SUMMARY:**

TOTAL AREA: 11.05 ACRES  
 PRESENT ZONING: PCZD-C  
 PROPOSED ZONING: PCZD-I

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS 13 DAY OF AUGUST  
 2015, BY THE PLANNING COMMISSION OF THE CITY OF  
 LOUISVILLE, COLORADO.  
 RESOLUTION NO. 23 SERIES 2015

CHAIRMAN \_\_\_\_\_ SECRETARY \_\_\_\_\_

**CITY COUNCIL CERTIFICATE:**

APPROVED THIS 6 DAY OF OCTOBER  
 2015, BY THE CITY COUNCIL OF THE CITY OF  
 LOUISVILLE, COLORADO.  
 RESOLUTION NO. 178 SERIES 2015

MANOR'S SIGNATURE: [Signature]  
 CITY CLERK'S SIGNATURE: [Signature]



**OWNERSHIP CERTIFICATE:**

EJ LOUISVILLE LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: [Signature]  
 AS: Brice H. Eskin  
 Manager

**ACKNOWLEDGMENT:**

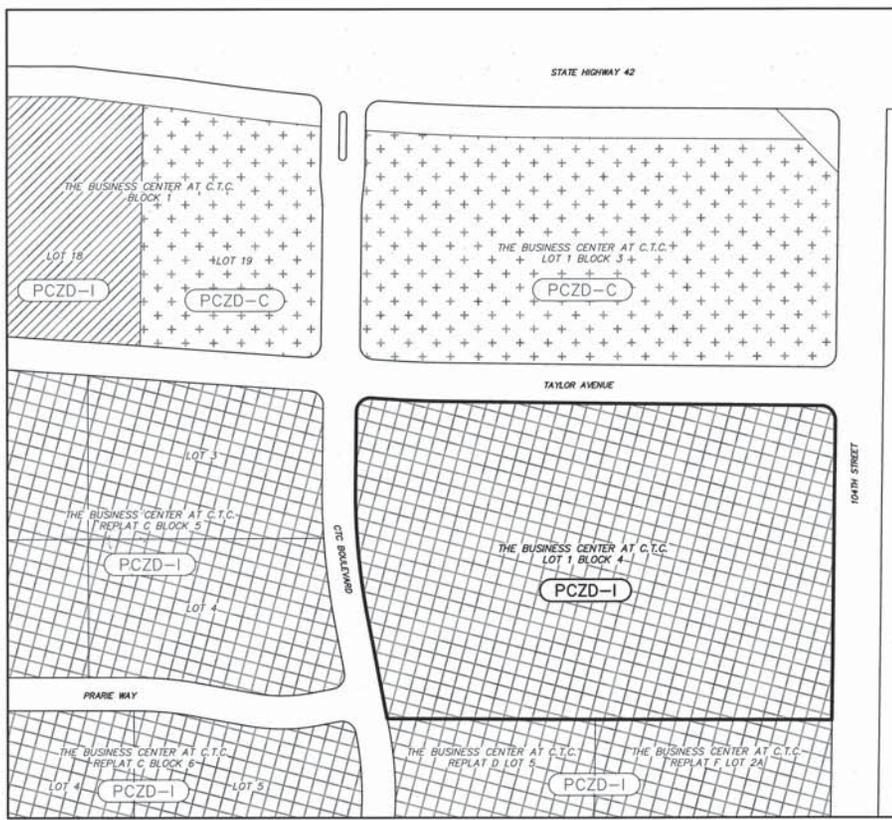
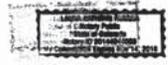
STATE OF COLORADO )  
 COUNTY OF Denver ) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
 THIS 13 DAY OF AUGUST, 2015, BY  
[Signature] AS MANOR OF EJ  
 LOUISVILLE LAND LLC, A COLORADO LIMITED LIABILITY LAND  
 COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES November 14, 2018

NOTARY PUBLIC



**PROPERTY TO BE ZONED PCZD-I LEGAL DESCRIPTION:**

LOT 1, BLOCK 4, THE BUSINESS CENTER AT C.T.C., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 27, 1998 UNDER RECEPTION NO. 1827898.

**LEGEND**

- PCZD-I**  
 AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT RESPECTIVE OF USE, SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.
- AREA TO BE INDUSTRIAL - CITY, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S MUNICIPAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.
- PCZD-C**  
 THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL BUSINESS (C) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (C) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. IN ADDITION, RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS, SUCH FACILITIES SHALL BE COMPLETELY ENCLOSED AND ANY NOISE, SMELL, DUST, ODOR OR OTHER ENVIRONMENTAL CONTAMINATION PRODUCED BY SUCH FACILITIES, CONFINED TO THE LOT UPON WHICH SUCH FACILITIES ARE LOCATED AND CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE, OR FEDERAL REGULATIONS.

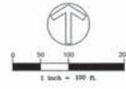
**CLERK AND RECORDER'S CERTIFICATE:**

STATE OF COLORADO )  
 ) SS  
 COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY  
 OFFICE AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., THIS \_\_\_\_\_ DAY OF  
 \_\_\_\_\_ 20\_\_\_\_, AND IS RECORDED AT RECEPTION NO. \_\_\_\_\_

FEES: \_\_\_\_\_ PAID

CLERK & RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_



SCALE VERIFICATION

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

REVISIONS

NO.	DESCRIPTION

**HURST**  
 CIVIL ENGINEERING  
 PLANNING  
 SURVEYING

HURST & ASSOCIATES, INC.  
 2200  
 BOULDER, CO 80504  
 303.443.9105

THE BUSINESS CENTER AT C.T.C.  
 PCZD GENERAL DEVELOPMENT  
 PLAN AMENDMENT C  
 LOUISVILLE, COLORADO

DATE: 07/30/15  
 SHEET # 1 OF 1



# The Business Center at C.T.C.

## PCZD General Development Plan Amendment E

A Portion of Section 16, Township 1 South,  
Range 69 West, 6th Principal Meridian, City of Louisville,  
County of Boulder, State of Colorado

Limited commercial uses are permitted on lots 11 & 12 (of a subdivision thereof), provided the uses are contained within one of the three buildings, and that the commercial use does not exceed 27% of the gross floor area. Allowed uses to include: Cafeterias, restaurants (without drive through services), retail, personal services and other similar uses which provide goods or services primarily to Colorado Tech Center users. All proposed retail uses outside of the scope of these uses will be subject to Planning Commission and City Council review and approval. Parking shall be provided at 4.5 spaces per 1000 sf of retail use and 2 additional spaces per restaurant table.

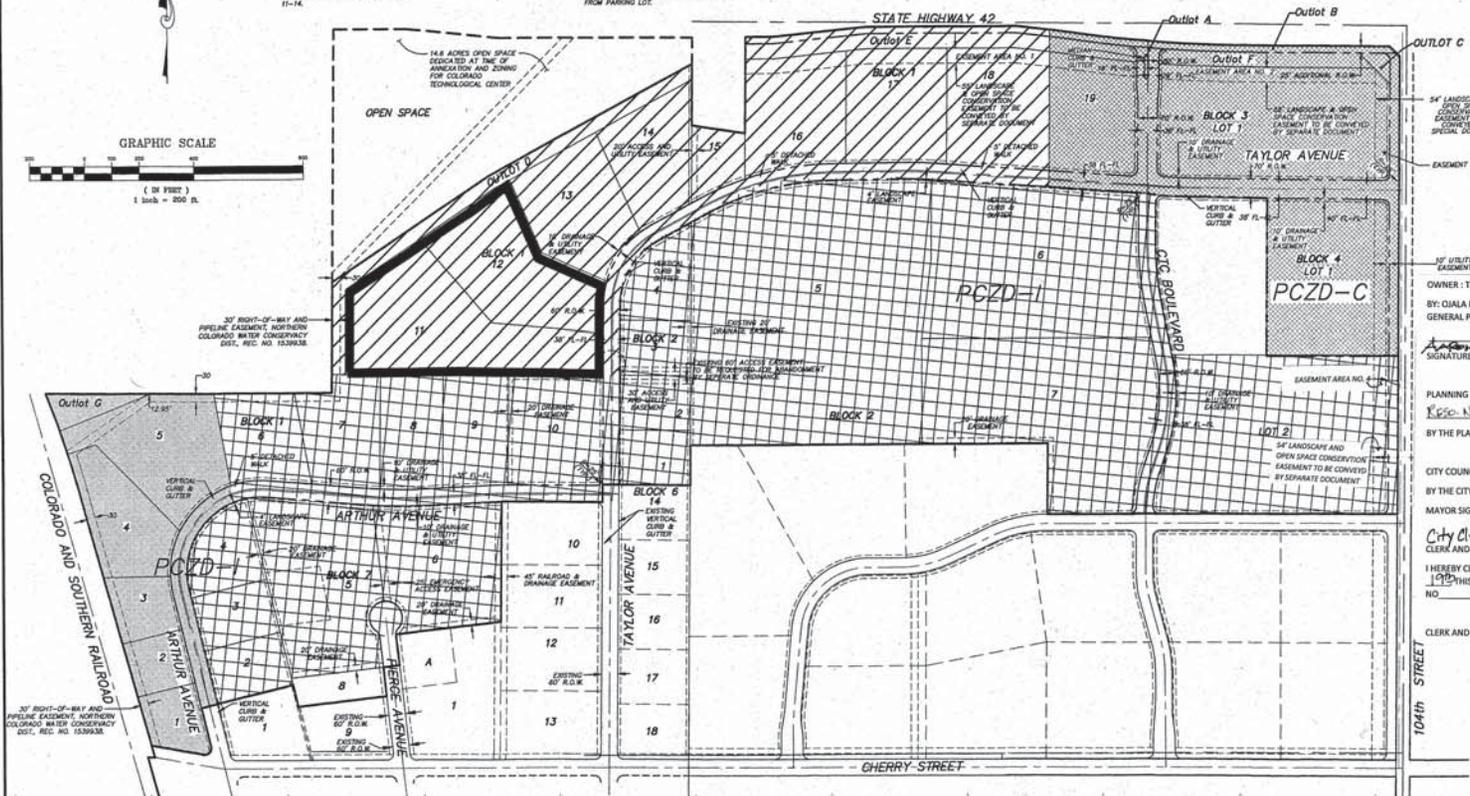
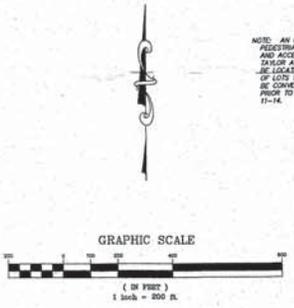
NOTE: AN OUTLET TO FUNCTION AS A PEDESTRIAN TRAIL, CONNECTION, UTILITY AND ACCESS POINT-OF-WAY FROM TAYLOR AVENUE TO OUTLOT B, SHALL BE LOCATED ACROSS ONE OR MORE OF LOTS 11-14, BLOCK 1, AND SHALL BE CONVEYED TO THE CITY AT OR PRIOR TO PUD APPROVAL FOR LOTS 11-14.

NOTE: PARKING SHALL BE DESIGNATED WITHIN THE FULL BOUNDING FROM 100' TO 200' SCREENING AND BUFFERING IS TO PREVENT GLARE FROM PROJECTING OFF THE PREMISES FROM PARKING LOT.

### LEGEND

- AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. IF OFFICE - THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME. IF INDUSTRIAL - CITY OF OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME.
- AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT PROSPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.
- AREA TO BE INDUSTRIAL - CITY, COUNTY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE OF SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT. RECREATIONAL AS IN EFFECT FROM TIME TO TIME.
- THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE - PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE, AS PERMITTED USES IN THE CITY'S COMMERCIAL (C) ZONE DISTRICT RECREATIONAL AS IN EFFECT FROM TIME TO TIME. LANDSCAPE AND OPEN SPACE CONSERVATION TO BE CONVEYED BY SEPARATE DOCUMENT.

NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.



OWNER: THE LANDS 2, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP  
BY: GUALA FAMILY LIMITED HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, GENERAL PARTNER

*Angela H. Guala* Member Manager  
SIGNATURE TITLE

PLANNING COMMISSION RECOMMENDED APPROVAL THIS 12<sup>TH</sup> DAY OF JANUARY 2019  
PCZD-03 SECTIONS 2017

BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

CITY COUNCIL CERTIFICATE: APPROVED THIS 7<sup>TH</sup> DAY OF MARCH 2019  
BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. ORDINANCE NO. 1333

MAYOR SIGNATURE *John J. Moore* SECTIONS 2017

City Clerk *[Signature]*  
CLERK AND RECORDER CERTIFICATE: (COUNTY OF BOULDER, STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK, 19<sup>TH</sup> THIS DAY OF MARCH 2019, AND IS RECORDED IN PLAN FILE \_\_\_\_\_, FIRM NO. \_\_\_\_\_ RECEPTION 03998541

CLERK AND RECORDER DEPUTY \_\_\_\_\_

The Business Center at C.T.C.  
Proposed PCZD

SCALE: 1/4" = 20' 00"  
DATE: 11/14/18  
SHEET: 03  
PROJECT: THE BUSINESS CENTER AT C.T.C.  
FILE NAME: C:\WORK\2018\180518\180518.DWG  
APPROVED: 03/20/19 DATE: 3/20/19 SHEET 2 OF 2

HURST & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
100 West 14th Street, Suite 200  
Boulder, Colorado 80502  
PHONE: 303.440.1111 FAX: 303.440.1112

**Planning Commission  
Meeting Minutes  
March 14<sup>th</sup>, 2019  
City Hall, Council Chambers  
749 Main Street  
6:30 PM**

**Call to Order** – Chair Brauneis called the meeting to order at 6:30 PM.

**Roll Call** was taken and the following members were present:

Commission Members Present: Steve Brauneis, Chair  
David Hsu, Vice Chair  
Dietrich Hoefner  
Keaton Howe  
Tom Rice  
Debra Williams  
Jeff Moline

Commission Members Absent: None

Staff Members Present: Rob Zuccaro, Dir of Planning & Building Safety  
Lisa Ritchie, Senior Planner  
Amelia Brackett, Planning Clerk

**APPROVAL OF AGENDA**

Williams moved and Hsu seconded a motion to approve the March 14<sup>th</sup>, 2019 agenda. Motion passed unanimously by voice vote.

**APPROVAL OF MINUTES**

Williams moved and Hoefner seconded a motion to approve the February 14<sup>th</sup>, 2019 minutes. Motion passed unanimously by voice vote. Moline abstained.

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

None.

**NEW BUSINESS – PUBLIC HEARING ITEMS**

**The Business Center at CTC GDP Amendment F:** A request to amend The Business Center at CTC General Development Plan to rezone Lot 19 to PCZD-I and to allow industrial zone district uses on Lots 18 and 19, Block 1, The Business Center at CTC. (Resolution 5, Series 2019).

- Applicant: RVP Architecture
- Case Planner: Lisa Ritchie, Senior Planner

Required notice met.

Ritchie presented the request to rezone the currently vacant lot, which the owner intends to develop. The end result of the change would be to rezone to PCZD-I. The results of staff analysis show that when the GDP was initially approved in 1998, there were multiple properties at the corner of SH42 and 104<sup>th</sup> Street that were zoned to allow commercial uses. Over time these were rezoned to allow for industrial uses and buildings and previous applicants have demonstrated the limited commercial viability of this area of the CTC. Now, Lot 19 is out of character with the surrounding area. Additionally, the intersection at CTC Boulevard and SH 42 is not full movement, which reinforces the limited commercial appeal of the lot among other limitations. Staff feels that the area has changed and industrial uses are suitable and appropriate for this development.

Brauneis asked for questions of staff.

Williams asked for the definitions of I, PI, PCZD-I, PC, and CB.

Ritchie responded that PI and PCZD-I were the abbreviations for the same zone. The "I" was a straight zoning that defaulted to the code, whereas PI and PCZD-I were not straight zones. PC stood for Planned Commercial and CB stood for Commercial Business.

Moline asked for the difference between the commercial and industrial design guidelines.

Ritchie replied that the commercial design guidelines required greater detailing and an elevated site design standard, but would still allow a larger building.

Brauneis asked for additional questions for staff and the applicant. Seeing none, he asked for public comment. Seeing none, he closed the public hearing and opened commissioner discussion.

Moline supported the proposal and thought it was a nice way to transition the property in the west and the property of the east and allowing a broader use while retaining those higher commercial standards. The area had really changed and there has not been much commercial use in the area.

Hsu supported the proposal and thought it did not make sense to have commercial development in the area based on the surrounding development.

Williams concurred.

Rice stated that the request was consistent with the other projects in the area.

Hoefner, Howe, and Brauneis agreed.

Rice moved to approve Resolution 5, Series 2019. Moline seconded. Roll call vote. All in favor.

**SUBJECT:           ORDINANCE NO. 1772, SERIES 2019 – AN ORDINANCE  
AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL  
CODE CONCERNING REGULATION OF CITY OPEN SPACE  
AND PARKS – 1<sup>ST</sup> READING, SET PUBLIC HEARING 5/7/19**

**DATE:               APRIL 16, 2019**

**PRESENTED BY:   NATHAN MOSLEY, DIRECTOR OF PARKS, RECREATION, AND  
OPEN SPACE  
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT**

**SUMMARY:**

The Louisville Ranger Naturalist program is a small-town, community-oriented program that supports visitors in having safe, informed, responsible, and enjoyable experiences; the Municipal Code is a tool which supports rangers in accomplishing these goals and reflects the City's mission to protect, preserve, and enhance the quality of life in our community. With portions of the current Open Space Title and Parks Title not being updated since 1977, staff began a review comparing the Louisville Municipal Code to adjacent municipalities to ensure that policies were up to date, easy to interpret, and consistent across the region where applicable.

Initial staff revisions to the municipal code were reviewed by the Open Space Advisory Board on April 11, 2018 and by the Parks and Public Landscaping Advisory Board on May 3, 2018. Recommendations were solicited from both boards and factored into final staff edits. The Parks and Public Landscaping Advisory Board is supportive of adding language to prohibit smoking and drones on Park lands.

City Council initially considered the ordinance on first reading on July 17, 2018 and second reading on August 7, 2018. At second reading, Council requested the ordinance be reviewed by the City Council Legal Review Committee (Legal Committee) with special attention to evaluating amendments prohibiting smoking in City of Louisville Park properties.

The Legal Committee met on September 27, 2018 and February 21, 2019 to review and make recommendations. At the February 21, 2019 meeting, the Legal Committee recommended additions and amendments to the ordinance. The Legal Committee recommends approval of the ordinance as now written.

The Legal Committee wanted to bring Council's attention to two specific items: reducing leash lengths to ten feet (item 32 on Attachment 1) and banning smoking and vaping in all City Park properties along with the associated parking lots and adjacent sidewalks, with the exception of the Coal Creek Golf Course (item 45 on Attachment 1).

The primary goals of the proposed amendments are as follows:

1. To align the provisions of titles 4 and 14 with the current needs of the department and with desirable trends related to parks and open space emerging in other nearby communities. *For example, banning smoking and vaping in Open Space and Parks.*
2. To provide for parallelism between titles 4 and 14, which is intended to assist citizen interpretation and the rangers (and law enforcement) with enforcement of the provisions in the field. *The proposed ordinance causes the prohibitions of titles 4 and 14 to match, except where provisions are specific to parks or open space (e.g., all fires prohibited in open space, but fires allowed in stove, grill, and by permit in parks, with exceptions).*
3. To restructure titles 4 and 14 to provide for greater park and open space user (and staff) readability and comprehension, which will lead to greater compliance. *For example, the proposed ordinance groups prohibited activities under subject-matter headings with other similar activities.*
4. Amend the definitions sections of each title to cause defined terms of one title to have the same meaning as those of the other. *For example, the proposed ordinance causes the definition of "Park" in title 14 to match that in title 4. Defined terms should be used consistently in both titles to minimize overlap, which could lead to conflicts. In revising definitions, the city attorney's office was careful not to cause language to conflict with that of the definitions set forth in the Charter.*
5. To provide for greater enforcement of the prohibitions set forth in titles 4 and 14. The proposed ordinance amends many of the prohibitions in titles 4 and 14 to address problems staff has encountered in enforcing the prohibitions of the existing code. *For example, in some circumstances, specific items were added to lists of prohibitions to better protect public safety and park and open space resources.*
6. Adding prohibitions to titles 4 and 14 that would serve to protect rangers, law enforcement, rescue personnel, and city employees. *For example, the proposed ordinance adds provisions making unlawful to fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel, or to harass any such person or a city employee (The ordinance has been reviewed by the city attorney's office, the city prosecutor, and the Legal Committee, with particular attention to the issue of enforceability, both in the field, and in municipal court).*

Proposed revisions to the Louisville Municipal Code are listed on Attachment 1. Attachment 1 lists each proposed revision in sequence, and was created to supplement

Attachment 2 which is the Final Draft Ordinance. To assist in version control and increase ease of discussion, please reference Attachment 1 to describe any revision in question by sharing the reference ID which can be found in the first column. The intent of additional columns are as follows:

- Column 2 identifies in which title the revision occurs (4, 14 or both);
- Column 3 identifies the proposed revision as it appears on Attachment 2;
- Columns 4 and 5 identify the page number the revision can be found on Attachment 2; and
- Column 6 provides a brief description of the proposed amendment.

Most of the proposed revisions to the language of the prohibitions were to clarify intent or align the prohibitions with department practices, and not to affect the substance of the prohibitions. Where provisions of the ordinance would make substantive changes to the prohibitions set forth in title 4 and 14, staff and the city attorney's office received input from the Legal Committee.

**FISCAL IMPACT:**

Minimal, but does give authorization to issue citations that are defensible if challenged in court.

**PROGRAM/SUB-PROGRAM IMPACT:**

Municipal Code revisions support Open Space & Trails Maintenance and Management Sub-Programs to better enable Rangers to protect and promote "native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation" through education and enforcement.

Municipal Code revisions support the Parks Sub-Program empowering Rangers to help facilitate the proper and safe use of "popular parks and facilities that provide multiple outdoor opportunities for residents of and visitors to Louisville to enjoy."

**RECOMMENDATION:**

Staff recommends City Council approve the Legal Committee's suggestion of accepting the changing of the leash law length from 15ft to 10ft. Staff also recommends that City Council approve the Legal Committee's suggestion of accepting the prohibition of smoking and vaping in all City Parks, associated parking lots and adjacent sidewalks with exception of the Coal Creek Golf Course. Finally, Staff recommends that City Council accepts and approves all other amendments proposed in attachment Ordinance No. 1772, Series 2019.

**ATTACHMENT(S):**

1. Ordinance No. 1772, Series 2019
2. Amendments to Titles 4 & 14 of the LMC

**ORDINANCE NO. 1772  
SERIES 2019**

**AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF CITY OPEN SPACE AND PARKS**

**WHEREAS**, the City of Louisville (“City”) is a home rule municipal corporation, duly organized and existing pursuant to the Louisville Home Rule Charter (“Charter”); and

**WHEREAS**, the City has authority under the Charter to adopt ordinances regulating City open space and parks; and

**WHEREAS**, City ordinances regulating use of open space are codified in Title 4 of the Louisville Municipal Code (the “Code”), and City ordinances regulating use of parks and recreation lands and facilities are codified in Title 14 of the Code; and

**WHEREAS**, Titles 4 and 14 of the Code contain various prohibitions relating to City open space and park lands; and

**WHEREAS**, the City Council of the City (the “City Council”) desires to amend the Code to clarify the actions that are prohibited within City open space and parks, and to provide for greater consistency between the prohibitions contained in Titles 4 and 14, so as to encourage greater compliance with and to provide for enhanced enforcement of City rules regulating the use of open space and parks; and

**WHEREAS**, the City Council further desires to amend the Code to extend the prohibitions in Section 14.12.010 to the Louisville Cemetery; and

**WHEREAS**, the City has established the position of Ranger-Naturalist (“Ranger”), who is duly authorized to enforce certain provisions of the Code on City open space and park land, including but not limited to the prohibitions contained in Titles 4 and 14; and

**WHEREAS**, some City open space is owned jointly with the County of Boulder or other municipalities; and

**WHEREAS**, the City Council further desires to amend the Code to authorize the Ranger and City law enforcement officers to enforce City ordinances on jointly-owned open space property, and to establish that citations issued for violations are returnable to the Louisville Municipal Court; and

**WHEREAS**, the City Council desires to make other modifications to Titles 4 and 14 of the Code;

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

**Section 1.** Section 4.01.020 of the Louisville Municipal Code is hereby repealed and replaced to read as follows:

**Sec. 4.01.020. - Definitions.**

For the purposes of this title, the following words or phrases shall have the following meanings:

A. *Amplified sound* means speech or music projected or transmitted by electronic equipment, including amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the volume, range, distance or intensity of speech or music and are powered by electricity, battery or combustible fuel.

B. *Developed recreation areas* shall mean and include the Louisville Cemetery and recreational facilities such as the Louisville Recreation Center, multi-purpose athletic fields, baseball fields, softball fields, and golf courses that are owned and managed by the city. Reasonable efforts will be taken by the city to minimize the impact of such areas on open space and natural areas contiguous to open space.

C. *Camp* means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. But the term does not include napping or picnicking during the hours of use set forth in section 4.04.050.

D. *Electrical assisted bicycle* shall mean a vehicle having two (2) tandem wheels or two (2) parallel wheels and one (1) forward wheel, fully operable pedals, an electric motor not exceeding seven hundred fifty (750) watts of power, and that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

E. *Electronic smoking device* shall mean an electronic or battery-operated device that provides a vapor of nicotine, THC, or any other substance and the use or inhalation of which simulates smoking. The term shall include every variation of such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, or under any other product name or descriptor.

F. *Open space* shall mean and include land designated as open space on the city zoning map attached hereto as Attachment A\* as may be amended from time to time by the city council, or as may be designated in the future by the city council upon recommendation of the board. Generally, such lands are undeveloped lands that are owned solely or jointly by the city with the intent that the land would be designated as open space buffers, agricultural land, wildlife corridors, wildlife habitat, or other undesignated undeveloped land. Open space shall not include parks or developed recreation areas.

G. *Parks* means all park land, as defined in Section 1-1 of the home rule charter and all grounds, roadways, avenues, parking lots, and areas and recreation facilities therein.

H. *Passive recreation* shall mean and include activities such as hiking, photography, or nature studies, and if specifically designated, bicycling, or fishing. With the exception of the use of electrical assisted bicycles in accordance with Section 4.04.010(D)(3), no motorized activity will be allowed except for maintenance activities, emergency services, or legal access agreements.

I. *Regulatory sign* shall mean a sign authorized by the parks, recreation and open space department containing an image, language, or combination of both to indicate or reinforce the regulations of this title, which may include, without limitation, a direction, instruction, order, warning, restriction, regulation, rule, prohibition, or any combination of the foregoing.

J. *Shelter* means and includes, without limitation, any cover or protection from the elements other than clothing.

K. *Smoke* or *smoking* shall mean the burning, carrying, or possession of any lighted smoking instrument, or the using of an electronic smoking device.

L. *Smoking instrument* shall mean and include cigarettes, cigars, pipes, bongs, joints, blunts, or any other vessel or device containing tobacco or marijuana.

**Section 2.** Chapter 4.04 of the Louisville Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

#### Chapter 4.04

#### **USE REGULATIONS—CITY OPEN SPACE**

Sec. 4.04.010. Compliance required.

Sec. 4.04.020. Exceptions.

Sec. 4.04.030. Enforcement of applicable laws and ordinances.

Sec. 4.04.040. Enforcement of rules.

Sec. 4.04.050. Hours of use.

Sec. 4.04.060. Administrative rules and regulations.

Sec. 4.04.070. Closures.

Sec. 4.04.080. Violation; penalty.

Sec. 4.04.090. Group use.

**Sec. 4.04.010. - Compliance required.**

Except as otherwise indicated, this chapter shall apply to open space lands, whether owned solely or jointly by the city, and to all public lakes, ponds, streams, reservoirs, or other bodies of water within or bordering such lands. In the use of such lands or bodies of water, it shall be unlawful for any person to:

**A. Commercial uses.**

1. Engage in any business or commercial purpose (such as, by way of example and not limitation, races or events; filming movies or commercials; or equipment demonstrations) except by written permit as provided in section 4.04.020. Individuals engaging in still camera photography are exempt;

2. Conduct sales for profit, except by written permit as provided in section 4.04.020 and in full compliance with the sales tax ordinance of the city;

3. Sell, vend, peddle or distribute any merchandise or property whatsoever, or sell tickets for any event whatsoever, or solicit contributions, except by written permit as provided in section 4.04.020;

4. Distribute, circulate, give away, throw, deposit, stick in the ground, or post or affix to any tree, fence, or structure, any notices, handbills, circulars, pamphlets, papers, or signs, except by written permit as provided in section 4.04.020;

**B. Sound.**

1. Utilize any machine or device for the purpose of amplification of human voice, music, or any other sound, except by written permit as provided in section 4.04.020;

2. Make loud, disruptive, or unusual noises that disturb or tend to disturb the peace and quiet of other persons;

**C. Projectiles.**

1. Discharge, take off, land, or operate by remote control any motorized or non-motorized aircraft, manned or unmanned, including but not limited to drones, missiles, rockets, airplanes, helicopters, ultralights, and gliders/sailplanes. Emergency landings, as determined by city law and code enforcement officers, are allowed;

2. Discharge or carry any firearms (concealed or otherwise), projectile weapons, or explosives of any kind including but not limited to BB guns, pellet guns, air guns, paint ball guns, blow guns, crossbows, longbows, and slingshots; provided, however, that this subsection C.2 shall not be construed to

prohibit the carrying of a concealed handgun if, at the time of carrying the concealed handgun, the person holds a valid written permit to carry a concealed handgun issued pursuant to C.R.S. 18-12-201, *et seq.*, and is otherwise carrying the concealed weapon in accordance with any applicable state or local law. Further, peace officers on official duty are exempt from this subsection C.2;

3. Ignite or launch any fireworks, rockets, hobby rockets, or similar projectile;

**D. Vehicles and bicycles.**

1. Except by written permit as provided in section 4.04.020, operate, drive, park, or ride upon any vehicle, as defined in the state motor vehicle code [C.R.S. 42-1-102], except upon areas designated for such use. Vehicles in violation of this subsection D.1 shall be subject to being towed away at owner's expense. Only persons with a disability may park in spaces designated for persons with disabilities. An identifying plate or identifying placard obtained pursuant to C.R.S. 42-3-204, shall be displayed at all times while vehicle is parked in such space;

2. Operate, drive, park, or ride upon any motorcycle, snowmobile, off-highway vehicle, farm tractor, or any other motorized or non-motorized conveyance or device except (i) when posted specifically for such use, or (ii) by written permit as provided in section 4.04.020. This subsection D.2 shall not apply to vehicles as defined under the state motor vehicle law (which are subject to subsection D.1, above) or to bicycles (which are subject to subsection D.3, below);

3. Operate or ride a bicycle or electrical assisted bicycle, except on officially designated roads, bikepaths, and trails.

4. Exceptions to the requirements of subsections D.1, D.2, and D.3 may be granted to persons with disabilities, by written permit as provided in section 4.04.020, for the use of single-rider, motorized and non-motorized vehicles adapted for recreational use by people with disabilities;

5. Wash, repair, or service any automobile or other conveyance;

6. Except when necessary during a city-sponsored race, or a race for which the organizer has received a written permit as provided in section 4.04.020, fail to yield to other trail users in the manner defined herein. The appropriate order for yielding the trail right-of-way is as follows: Bicyclists yield to pedestrians, and bicyclists headed downhill yield to bicyclists headed uphill. Yielding the right-of-way requires slowing down to a safe speed, establishing

communication, being prepared to stop, stopping when necessary to allow safe passage, and passing safely;

**E. Recreational activity restrictions.**

1. Engage in any of the following activities, or any other activity similar in nature to those activities described below, except by written permit as provided in section 4.04.020:

i. Take off, land, or touch down with a parachute after skydiving, base jumping, hang gliding, paragliding, parapenting, parachuting, parasailing or other activity involving a parachute. Emergency landings, as determined by city law and code enforcement officers, are allowed;

ii. Downhill skiing, snowboarding, or sledding;

iii. Mountain skateboarding, mountain ski-biking, off-road roller blading, or metal detecting;

iv. Use of any remote-controlled land, water, or airborne devices.

2. Engage in any geocaching except by written permit as provided in section 4.04.020. For purposes of this subsection, "Geocaching" means a recreational activity requiring participants to search for hidden items using global positioning system coordinates retrieved from an internet website or other source;

3. Drive, putt, or in any other fashion play or practice golf or use golf balls or golf clubs;

**F. Pets and livestock.**

1. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section, unless such dog or other animal is kept at all times on a leash not to exceed 10 feet in length and is under the physical control of its owner or custodian, except in "dog off-leash" and "dog park" areas, where dogs may be off leash only in accordance with the rules and regulations applicable to such dog off-leash and dog park areas.

2. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section that is aggressive or in heat, regardless of whether that dog or other animal is kept on a leash under the physical control of its owner or custodian;

3. To not immediately pick up and properly dispose of any feces in a waste receptacle from any dog or other animal under such person's ownership or care;

4. Release, abandon, leave, or deposit any animal, whether dead or alive;

5. Pasture, graze, maintain, ride, or walk any livestock, including but not limited to cattle, sheep, goats, donkeys, llamas, alpacas, or horses;

6. Bring or maintain any dog or other animal on Harper Lake Open Space; except that, this subsection shall not be construed to prohibit the bringing or maintaining of service animals, as that term is defined in the Americans with Disabilities Act or applicable state law, on Harper Lake Open Space;

**G. Bodies of water.**

1. Swim, dive, wade, ice skate, ice fish, or engage in any activities similar in nature to those listed above, in or on any lake, pond, stream, reservoir, or other body of water, except by written permit as provided in section 4.04.020;

2. Take or operate any vessel or watercraft

i. on Harper Lake without a valid and current seasonal permit displayed on the vessel or watercraft;

ii. on Harper Lake that is motorized, that does not have a solid bottom, that is self-bailing, that allows body contact with the water, or that otherwise violates the Harper Lake Boating Rules and Regulations issued to permit holders;

iii. on any lake, pond, stream, reservoir, or other body of water other than Harper Lake, except by written permit as provided in section 4.04.020;

**H. Waste and glass.**

1. Leave any garbage, trash, cans, bottles, papers, or other refuse elsewhere than in the receptacles provided therefor. It is unlawful for any person to use the receptacles provided for the purpose of depositing yard clippings or other garbage or trash generated on private property. It is unlawful for any person to deposit yard waste, soil, or landscaping materials on lands or in bodies of water regulated under this section;

2. Bring onto or use on any lands or in bodies of water regulated under this section any glass or other breakable container;

**I. Trespass.**

1. Encroach into any lands regulated under this section with any private improvements, including but not limited to gardens, landscaping, fences, paths, or compost piles, or store any personal property lands regulated under this section;

2. Use or attempt to use or interfere with the use of any table, space, area, building, or facility which at the time is reserved for any other person or group by a permit from the city manager or the manager's designee. Unless the actual use of the table, space, area, building, or facility referred to in any such permit is commenced within one hour after the period covered by such permit begins, such permit shall terminate;

3. Leave any items of personal property unattended in excess of twenty-four hours. Items of personal property left unattended in excess of twenty-four hours shall be deemed abandoned, and shall be disposed of by the city in accordance with applicable law;

4. Enter or remain in any land or body of water regulated under this section outside of the hours of use set forth in 4.04.050, except by written permit as provided in section 4.04.020. Automobiles and other conveyances may not be parked, abandoned, or otherwise remain in city parking lots during closed hours, except as follows:

- i. During attendance at a function conducted or sponsored by the city;
- ii. During attendance at a function which has been issued a permit;
- iii. By a city employee acting in the performance of such employee's duties;
- iv. In areas as otherwise posted.

Vehicles in violation of this subsection shall be subject to being towed away at owner's expense;

5. Enter or remain within lands that are closed in accordance with section 4.04.070, except by written permit as provided in section 4.04.020;

6. Bring or allow an animal under such person's control to enter or remain within lands that are closed to such animal in accordance with section 4.04.070;

7. Except by written permit as provided in section 4.04.020, camp on any lands regulated under this section.

**J. Wildlife and natural resources.**

1. Take, seize, feed, pursue, trap, harass, disturb, molest, injure, or hunt, or engage in any activities similar in nature to those listed above with regard to, any animal, fish, wildlife, or livestock; except that, fishing is allowed in Harper Lake, the Warembourg Fishing Pond, and Lake Park in accordance with state fishing laws;

2. Take, seize, harass, disturb, molest, injure, remove, damage, or deface, or engage in any activities similar in nature to those listed above with regard to, any animal habitat;

3. Dig, remove, destroy, injure, mutilate, collect, deface, mark, write or print upon, pollute, break or cut, or attach any card, sign, display, or similar device to, any natural or cultural resource or any portion thereof, including but not limited to trees, grass, soil, and rock, or any man-made feature, including but not limited to buildings, cages, pens, monuments, signs, fences, kiosks, benches, tables, apparatus, or equipment. The building or maintaining of private paths or paths not authorized by the city (including but not limited to paths consisting of rock, flagstone, or mowed or cut grass or plants) is prohibited;

4. Collect firewood or build, light, or maintain a fire, grill, or stove;

5. Conduct research projects that require the use of equipment or that impact natural resources, except by written permit as provided in section 4.04.020. The prohibition in this subsection is not intended to prohibit passive nature studies that do not disturb the land or natural resources contained thereon;

**K. Alcohol, smoking, and vaping.**

1. Use, distribute, or consume any alcoholic beverages or 3.2 beer except by written permit as provided in section 4.04.020 or chapter 14.16 of this code;

2. Smoke or carry any lighted smoking instrument or electronic smoking device;

**L. Insubordination.**

1. Violate any posted regulatory sign;
2. Knowingly obstruct, impair, or hinder the performance of the official duties of any law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel. Without limiting the generality of the foregoing, no person shall:
  - i. Fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel;
  - ii. Attempt to elude or evade a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel who has made a request or given an order in accordance with this section;
  - iii. Harass a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel; or
  - iv. Provide false or misleading information with the intent to mislead the law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel in the performance of such person's duties;
3. Harass a city employee; or
4. Engage in any careless or reckless behavior or activity that constitutes a hazard to the person's own safety or to the safety or security of other persons or property.

**Sec. 4.04.020. – Exceptions.**

A. City employees, city volunteers, city contractors, firefighters, emergency and rescue personnel, and law enforcement officers acting in the lawful performance of their duties are exempt from the prohibitions in section 4.04.010.

B. The city manager or the manager's designee may, in his or her sole discretion, grant exceptions by written permit to the specific prohibitions set forth in subsections A.1, A.2, A.3, A.4, B.1, D.1, D.2, D.4, D6, E.1, E.2, G.1, G.2(iii), I.1, I.4, I.5, I.7, J.5, and K.1 of section 4.04.010. An exception permit granted by the city manager or the manager's designee shall be valid for a period of no more than fourteen consecutive days or twenty-one nonconsecutive days. The permit shall name the person or group receiving the exception, shall detail the specific prohibition(s) from which the person or group is excepted, shall state the date of issuance and date of expiration, and shall state any terms and conditions relating to such exception permit. Any person who has obtained an un-expired written permit shall not be in violation of the prohibition(s) from which the person was excepted.

**Sec. 4.04.030. - Enforcement of applicable laws and ordinances.**

All persons entering lands or bodies of water regulated under section 4.04.010 shall abide by the rules and regulations of the city, as provided in this chapter and elsewhere in this code, the rules and regulations adopted in accordance with section 4.04.060, and the instructions and directions of duly authorized agents, employees, ranger naturalists, or law enforcement officers of the city acting in their official capacity.

**Sec. 4.04.040. - Enforcement of rules.**

The city manager or the manager's designee, ranger naturalists, and any law enforcement officers acting in the line of duty shall have the authority to enforce the provisions of this chapter and shall have the authority to eject from any lands or bodies of water regulated under section 4.04.010 any person acting in violation of the provisions of this chapter. Further, the city manager or the manager's designee shall have the authority to deny use of any lands or bodies of water regulated under section 4.04.010 to individuals or groups who refuse to comply with the provisions of this chapter and regulations promulgated hereunder. All summonses and complaints issued on open space owned jointly by the city for violation of this title shall be returnable to the Louisville Municipal Court.

**Sec. 4.04.050. - Hours of use.**

Unless otherwise posted, lands and bodies of water regulated under section 4.04.010 shall be open daily from one hour prior to sunrise until one hour after sunset.

**Sec. 4.04.060. - Administrative rules and regulations.**

The city manager or the manager's designee is authorized to adopt administrative rules and regulations not inconsistent with and that supplement the provisions of this chapter, when such rules or regulations are determined necessary for repairs, wildlife, vegetation or public safety concerns. All persons shall comply with such rules and regulations, which shall take effect upon their adoption by the city manager or the manager's designee. The city manager, or the city manager's designee, shall, within two days of adopting any administrative rules or regulations pursuant to this section, send notification to the city council of such action. The city council may rescind or modify administrative rules or regulations adopted by the city manager or the manager's designee. Rules and regulations adopted by the city manager or the manager's designee, and as may be modified by city council, shall remain in effect for ninety days after their adoption by the city manager or the manager's designee, unless sooner rescinded by the city council.

**Sec. 4.04.070. - Closures.**

The city manager or the manager's designee may from time to time close all or a portion of any land or body of water regulated under section 4.04.010, to the public or to certain animals, or both, as the city manager or the manager's designee determines necessary or desirable due to wildlife, vegetation, management review, contractual agreement, or public safety concerns. A closure by the city manager or the manager's designee shall be for a temporary, fixed period of time; except that, a closure may be permanent if consented to by the city council. Within two business days of making a decision to close all or a portion of any land or body of water regulated under section 4.04.010, the city manager or the manager's designee shall send notification of the closure to the city council. The city council may rescind or modify the decision of the city manager or the manager's designee. All closures shall be posted at the property or body of water subject to the closure.

**Sec. 4.04.080. - Violation; penalty.**

It shall be unlawful for any person to violate any provision of this chapter, and any person found guilty of violating any provision of this chapter shall be punished for each violation as provided in section 1.28.010.

**Sec. 4.04.090. - Group use.**

Group use reservations are required for use by any group of 25 or more persons of any open space land, whether owned solely or jointly by the city. Requests must include the group affiliation, date and time of use, trails or areas to be used, and other details of the use. If, in the opinion of the city council or the city manager or the manager's designee the activity will cause significant impact to the natural environment or will require significant departmental resources, the city may impose a fee to cover costs expected to be incurred by the parks, recreation and open space department, or deny permission for the activity. Any fee imposed under this section shall be in an amount established by the city manager or the manager's designee.

**Section 3.** Chapter 14.08 of the Louisville Municipal Code is hereby deleted and replaced, to read as follows:

Chapter 14.08

**DEFINITIONS**

Sec. 14.08.010. Definitions.

**Sec. 14.08.010.- Definitions.**

For the purposes of this title, the following words or phrases shall have the following meanings:

A. *Amplified sound* means speech or music projected or transmitted by electronic equipment, including amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the volume, range, distance or intensity of speech or music and are powered by electricity, battery or combustible fuel.

B. *Buildings* means and includes those buildings, or any portion thereof, under the supervision of the city and its department of parks and recreation.

C. *Camp* means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. But the term does not include napping or picnicking during the hours of use set forth in section 14.12.050.

D. *Director* means the director of the department of parks and recreation or his designated agent or employee. The director shall make and publish such regulations, not inconsistent with the terms of this title, as necessary for the orderly use and management of the city's park and recreation facilities and programs.

E. *Electrical assisted bicycle* means a vehicle having two tandem wheels or two parallel wheels and one forward wheel, fully operable pedals, an electric motor not exceeding 750 watts of power and that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

F. *Electronic smoking device* shall mean an electronic or battery-operated device that provides a vapor of nicotine, THC, or any other substance and the use or inhalation of which simulates smoking. The term shall include every variation of such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, or under any other product name or descriptor.

G. *Parks* means all park land, as defined in Section 1-1 of the home rule charter and all grounds, roadways, avenues, parking lots, and areas and recreation facilities therein.

H. *Recreation facilities* means specialized recreation facilities such as swimming pools, tennis courts, ballfields, and similar facilities under the supervision of the city department of parks and recreation.

I. *Regulatory sign* means a sign authorized by the parks, recreation and open space department containing an image, language, or combination of both to indicate or reinforce the regulations of this title, which may include, without

limitation, a direction, instruction, order, warning, restriction, regulation, rule, prohibition, or any combination of the foregoing.

J. *Shelter* means and includes, without limitation, any cover or protection from the elements other than clothing.

K. *Smoking instrument* means and includes cigarettes, cigars, pipes, bongos, joints, blunts, or any other vessel or device containing tobacco or marijuana.

L. *Smoke* or *smoking* shall mean the burning, carrying, or possession of any lighted smoking instrument, or the using of an electronic smoking device.

**Section 4.** Chapter 14.12 of the Louisville Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

#### Chapter 14.12

### **USE REGULATIONS—CITY-OWNED LANDS AND BODIES OF WATERS**

Sec. 14.12.010. Compliance required.

Sec. 14.12.020. Exceptions.

Sec. 14.12.030. Enforcement of applicable laws and ordinances.

Sec. 14.12.040. Enforcement of rules.

Sec. 14.12.050. Hours of use.

Sec. 14.12.060. Administrative rules and regulations.

Sec. 14.12.070. Closures.

Sec. 14.12.080. Violation; penalty.

#### **Sec. 14.12.010. - Compliance required.**

Except where otherwise indicated, this section shall apply to all city-owned lands including but not limited to parks, city-owned paths or trails, and the Louisville Cemetery, and all buildings, recreation facilities, and lakes, reservoirs, or other bodies of water within the city; except that, this section shall not apply to lands or bodies of water regulated under chapter 4.04 of the Code. In the use of such lands, buildings, facilities, paths, trails, or bodies of water it shall be unlawful for any person to:

##### **A. Commercial uses.**

1. Engage in any business or commercial purpose (such as, by way of example and not limitation, races or events; filming movies or commercials; or equipment demonstrations), except by written permit as provided in section 14.12.020. Individuals engaging in still camera photography are exempt;

2. Conduct sales for profit, except by written permit as provided in section 14.12.020 and in full compliance with the sales tax ordinance of the city;

3. Sell, vend, peddle, or distribute any merchandise or property whatsoever, or sell tickets for any event whatsoever, or solicit contributions, except by written permit as provided in section 14.12.020;

4. Distribute, circulate, give away, throw, deposit, stick in the ground, or post or affix to any tree, fence, or structure, any notices, handbills, circulars, pamphlets, papers, or signs, except by written permit as provided in section 14.12.020;

**B. Sound.**

1. Utilize any machine or device for the purpose of amplification of human voice, music, or any other sound, except by written permit as provided in section 14.12.020;

2. Make loud, disruptive, or unusual noises that disturb or tend to disturb the peace and quiet of other persons, except by written permit as provided in section 14.12.020;

**C. Projectiles.**

1. Discharge, take off, land, or operate by remote control any motorized or non-motorized aircraft, manned or unmanned, including but not limited to drones, missiles, rockets, airplanes, helicopters, ultralights, and gliders/sailplanes, except by written permit as provided in section 14.12.020. Emergency landings, as determined by city law and code enforcement officers, are allowed;

2. Discharge or carry any firearms (concealed or otherwise), projectile weapons, or explosives of any kind including but not limited to BB guns, pellet guns, air guns, paint ball guns, blow guns, crossbows, longbows, and slingshots; provided, however, that this subsection C.2 shall not be construed to prohibit the carrying of a concealed handgun if, at the time of carrying the concealed handgun, the person holds a valid written permit to carry a concealed handgun issued pursuant to C.R.S. 18-12-201 et seq., and is otherwise carrying the concealed weapon in accordance with any applicable state or local law. Further, peace officers on official duty and persons holding a written permit as provided in section 14.12.020 are exempt from this subsection C.2 It is also an exception to this subsection C.2 that the discharge of firearms at military funerals or similar occasions within the Louisville Cemetery may be authorized pursuant to section 14.24.150(F) of this code;

3. Ignite or launch any fireworks, rockets, hobby rockets, or similar projectile, except by written permit as provided in section 14.12.020;

**D. Vehicles and bicycles.**

1. Except by written permit as provided in section 14.12.020, operate, drive, park, or ride upon any vehicle, as defined in the state motor vehicle code [C.R.S. 42-1-102], except upon areas designated for such use. Vehicles in violation of this subsection D.1 shall be subject to being towed away at owner's expense. Only persons with a disability may park in spaces designated for persons with disabilities. An identifying plate or identifying placard obtained pursuant to C.R.S. 42-3-204, shall be displayed at all times while vehicle is parked in such space;

2. Operate, drive, park, or ride upon any motorcycle, snowmobile, off-highway vehicle, farm tractor, or any other motorized or non-motorized conveyance or device except (i) when posted specifically for such use, or (ii) by written permit as provided in section 14.12.020. This subsection D.2 shall not apply to vehicles as defined under the state motor vehicle law (which are subject to subsection D.1, above) or to bicycles (which are subject to subsection D.3, below);

3. Operate or ride a bicycle or electrical assisted bicycle, except on officially designated roads, bikepaths, and trails.

4. Exceptions to the requirements of subsections D.1, D.2, and D.3 may be granted to persons with disabilities, by written permit as provided in section 14.12.020, for the use of single-rider, motorized and non-motorized vehicles adapted for recreational use by people with disabilities;

5. Wash, repair, or service any automobile or other conveyance, except by written permit as provided in section 14.12.020;

6. Except when necessary during a city-sponsored race, or a race for which the organizer has received a written permit as provided in section 14.12.020, fail to yield to other trail users in the manner defined herein. The appropriate order for yielding the trail right-of-way is as follows: Bicyclists yield to pedestrians, and bicyclists headed downhill yield to bicyclists headed uphill. Yielding the right-of-way requires slowing down to a safe speed, establishing communication, being prepared to stop, stopping when necessary to allow safe passage, and passing safely;

**E. Recreational activity restrictions.**

1. Engage in any of the following activities or any other activity similar in nature to those activities described below, except by written permit as provided in section 14.12.020:

i. Take off, land, or touch down with a parachute after skydiving, base jumping, hang gliding, paragliding, parapenting, parachuting, parasailing or other activity involving a parachute. Emergency landings, as determined by city law and code enforcement officers, are allowed;

ii. Downhill skiing, snowboarding, or sledding;

iii. Mountain skateboarding, mountain ski-biking, off-road roller blading, or metal detecting;

iv. Use of any remote-controlled land, water, or airborne devices.

2. Engage in geocaching except by written permit as provided in section 14.12.020. The foregoing notwithstanding, geocaching is never authorized in the Louisville Cemetery. For purposes of this subsection, "Geocaching" means a recreational activity requiring participants to search for hidden items using global positioning system coordinates retrieved from an internet website or other source;

3. Drive, putt, or in any other fashion play or practice golf or use golf balls or golf clubs, except (i) as permitted at the Coal Creek Golf Course, or (ii) by written permit as provided in section 14.12.020;

**F. Pets and livestock.**

1. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section, unless such dog or other animal is kept at all times on a leash not to exceed 10 feet in length and is under the physical control of its owner or custodian, except in "dog off-leash" and "dog park" areas, where dogs may be off leash only in accordance with the rules and regulations applicable to such dog off-leash and dog park areas, except by written permit as provided in section 14.12.020:

2. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section that is aggressive or in heat, regardless of whether that dog or other animal is kept on a leash under the physical control of its owner or custodian;

3. To not immediately pick up and properly dispose of any feces in a waste receptacle from any dog or other animal under such person's ownership or care;

4. Release, abandon, leave, or deposit any animal, whether dead or alive;

5. Pasture, graze, maintain, ride, or walk any livestock, including but not limited to cattle, sheep, goats, donkey, llamas, alpacas, or horses, except by written permit as provided in section 14.12.020;

**G. Bodies of water.**

1. Swim, dive, wade, ice skate, ice fish, or engage in any activities similar in nature to those listed above, in or on any lake, pond, stream, reservoir, or other body of water, except by written permit as provided in section 14.12.020;

2. Take or operate any vessel or watercraft on any lake, pond, stream, reservoir, or other body of water regulated under this section, except by written permit as provided in section 14.12.020.

**H. Waste and glass.**

1. Except by written permit as provided in section 14.12.020, to leave any garbage, trash, cans, bottles, papers, or other refuse elsewhere than in the receptacles provided therefor. It is unlawful for any person to use the receptacles provided for the purpose of depositing yard clippings or other garbage or trash generated on private property. It is unlawful for any person to deposit yard waste, soil, or landscaping materials in or upon any lands, buildings, facilities, or bodies of water regulated under this section;

2. Bring onto or use within lands, buildings, facilities, or bodies of water regulated under this section any glass or other breakable container, except by written permit as provided in section 14.12.020;

**I. Trespass.**

1. Encroach into lands regulated under this section with any private improvements, including but not limited to gardens, landscaping, fences, paths, or compost piles, or store any personal property on lands regulated under this section;

2. Use or attempt to use or interfere with the use of any table, space, area, building, or facility which at the time is reserved for any other person or group by a permit from the city manager or the manager's designee. Unless the actual use of the table, space, area, building, or facility referred to in any such permit is commenced within one hour after the period covered by such permit begins, such permit shall terminate;

3. Leave any items of personal property unattended in excess of twenty-four hours. Items of personal property left unattended in excess of twenty-four hours shall be deemed abandoned, and may be disposed of by the city in accordance with applicable law;

4. Enter or remain in a park outside of the hours of use set forth in 14.12.050. Automobiles and other conveyances may not be parked, abandoned, or otherwise remain in city parking lots, including without limitation the parking lots of the Louisville Sports Complex, during closed hours, except as follows:

- i. During attendance at a function conducted or sponsored by of the city;
- ii. During attendance at a function which has been issued a permit;
- iii. By a city employee acting in the performance of such employee's duties;
- iv. In areas as otherwise posted.

Vehicles in violation of this subsection shall be subject to being towed away at owner's expense;

5. Enter or remain within lands that are closed in accordance with section 14.12.070, except by written permit as provided in section 14.12.020;

6. Bring or allow an animal under such person's control to enter or remain within lands that are closed to such animal in accordance with section 14.12.070, except by written permit as provided in section 14.12.020;

7. Except by written permit as provided in section 14.12.020, camp on any lands regulated under this section.

**J. Wildlife and natural resources.**

1. Take, seize, feed, pursue, trap, harass, disturb, molest, injure, or hunt, or engage in any activities similar in nature to those listed above with regard to, any animal, fish, wildlife, or livestock;

2. Take, seize, harass, disturb, molest, injure, remove, damage, or deface, or engage in any activities similar in nature to those listed above with regard to, any animal habitat;

3. Except by written permit as provided in section 14.12.020, dig, remove, destroy, injure, mutilate, collect, deface, mark, write or print upon, pollute, break or cut, or attach any card, sign, display, or similar device to, any natural or cultural resource or any portion thereof, including but not limited to trees, grass, soil, and rock, or any man-made feature, including but not limited to buildings, cages, pens, monuments, signs, fences, kiosks, benches, tables, apparatus, or equipment. Except by written permit as provided in section 14.12.020, the building or maintaining of private paths or paths not authorized by the city (including but not limited to paths consisting of rock, flagstone, or mowed or cut grass or plants) is prohibited;

4. Except by written permit as provided in section 14.12.020, collect firewood or build, light, or maintain a fire, unless such fire is kept within a gas stove or grill with a barrier to protect the ground from grease; except that, all fires are prohibited at the Louisville Sports Complex, excluding the parking lot where gas stoves and grills are permitted. The foregoing notwithstanding, burning of wood and charcoal is prohibited within all lands, buildings, facilities, or bodies of water regulated under this section;

5. Conduct research projects that require the use of equipment or that impact natural resources, except by written permit as provided in section 14.12.020. The prohibition in this subsection is not intended to prohibit passive nature studies that do not disturb the land or natural resources contained thereon;

**K. Alcohol, smoking, and vaping.**

1. Use, distribute, or consume any alcoholic beverages or 3.2 beer except by written permit as provided in section 14.12.020 or chapter 14.16 of this code;

2. Use, consume, or distribute any alcoholic beverage, malt liquor, spirituous liquor, 3.2 beer, or vinous liquor, in any park owned by the RE-2 school district and leased by the city, during regular school hours;

3. Smoke or carry any lighted smoking instrument or electronic smoking device, except that tobacco, electronic smoking devices not containing THC or other cannabinoids, and nicotine may be smoked in open air areas of the Coal Creek Golf Course in accordance with chapter 8.56 of this code;

**L. Insubordination.**

1. Violate any posted regulatory sign;

2. Knowingly obstruct, impair, or hinder the performance of the official duties of any law enforcement officer, ranger naturalist, firefighter, or

emergency or rescue personnel. Without limiting the generality of the foregoing, no person shall:

i. Fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel;

ii. Attempt to elude or evade a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel who has made a request or given an order in accordance with this section;

iii. Harass a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel; or

iv. Provide false or misleading information with the intent to mislead the law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel in the performance of such person's duties;

3. Harass a city employee; or

4. Engage in any careless or reckless behavior or activity that constitutes a hazard to the person's own safety or to the safety or security of other persons or property.

**Sec. 14.12.020. – Exceptions.**

A. City employees, city volunteers, city contractors, firefighters, emergency and rescue personnel, and law enforcement officers acting in the lawful performance of their duties are exempt from the prohibitions in section 14.12.010.

B. The city manager or the manager's designee may, in his or her sole discretion, grant exceptions by written permit to the specific prohibitions set forth in section 14.012.010, except that the city manager or the manager's designee shall not grant exceptions to the prohibitions set forth in subsections F.2, F.3, F.4, I.2, J.1, K.2, K.3, L.1, L.2, L.3, and L.4. An exception permit granted by the city manager or the manager's designee shall be valid for a period of no more than fourteen consecutive days or twenty-one nonconsecutive days. The permit shall name the person or group receiving the exception, shall detail the specific prohibition(s) from which the person or group is excepted, shall state the date of issuance and date of expiration, and shall state any terms and conditions relating to such exception permit. Any person who has obtained an un-expired written permit shall not be in violation of the prohibition(s) from which the person was excepted.

**Sec. 14.12.030. - Enforcement of applicable laws and ordinances.**

All persons entering lands, buildings, facilities, or bodies of water regulated under section 14.12.010, shall abide by the rules and regulations of the city, as provided in this chapter and elsewhere in this code, the rules and regulations adopted in accordance with section 14.12.060, and the instructions and directions of duly authorized agents, employees, ranger naturalists, or law enforcement officers of the city acting in their official capacity.

**Sec. 14.12.040. - Enforcement of rules.**

The city manager or the manager's designee, ranger naturalist, and any law enforcement officers acting in the line of duty shall diligently enforce the provisions of this title and shall have the authority to eject from any land, building, facility, or body of water regulated under section 14.12.010 any person acting in violation of these rules and regulations. Further, the city manager or the manager's designee shall have the authority to deny use of lands, buildings, facilities, or bodies of water regulated under section 14.12.010 to individuals or groups who refuse to comply with the provisions of this chapter and regulations promulgated hereunder. All summonses and complaints issued on lands, buildings, facilities, or bodies of water regulated under this title for violation of this title shall be returnable to the Louisville Municipal Court.

**Sec. 14.12.050. - Hours of use.**

The parks within the city shall be open daily from 6:00 a.m. until 10:00 p.m., unless a special permit is obtained from the parks, recreation and open space department to extend these hours.

**Sec. 14.12.060. - Administrative rules and regulations.**

The city manager or the manager's designee is authorized to adopt administrative rules and regulations not inconsistent with and that supplement the provisions of this chapter, when such rules or regulations are determined necessary for repairs, wildlife, vegetation or public safety concerns. All persons shall comply with such rules and regulations, which shall take effect upon their adoption by the city manager or the manager's designee. The city manager, or the city manager's designee, shall, within two days of adopting any administrative rules or regulations pursuant to this section, send notification to the city council of such action. The city council may rescind or modify administrative rules or regulations adopted by the city manager or the manager's designee. Rules and regulations adopted by the city manager or the manager's designee, and as may be modified by city council, shall remain in effect for ninety days after their adoption by the city manager or the manager's designee, unless sooner rescinded by the city council.

**Sec. 14.12.070. - Closures.**

The city manager or the manager's designee may from time to time close all or a portion of any land, building, facility, or body of water regulated under section 14.12.010, to the public or to certain animals, or both, as the city manager or the manager's designee determines necessary or desirable due to wildlife, vegetation, management review, contractual agreement, or public safety concerns. A closure by the city manager or the manager's designee shall be for a temporary, fixed period of time; except that, a closure may be permanent if consented to by the city council. Within two business days of making a decision to close all or a portion of any land, building, facility, or body of water regulated under section 14.12.010, the city manager or the manager's designee shall send notification of the closure to the city manager and city council. The city manager or city council may rescind or modify the decision of the city manager or the manager's designee. All closures shall be posted at the land, building, facility, or body of water subject to the closure.

**Sec. 14.12.080. - Violation; penalty.**

It shall be unlawful for any person to violate any provision of this chapter, and any person found guilty of violating any provision of this chapter shall be punished for each violation as provided in section 1.28.010.

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

**Section 6.** The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 7.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Robert P. Muckle, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly PC, City Attorney

**PASSED AND ADOPTED ON SECOND AND FINAL READING**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:

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

4/9/19 9:00 AM [ncb] R:\Louisville\Ordinance\Parks and Open Space Title Revisions\Ordinance Amending Titles 4 and 14 of the LMC (packet).docx

## Suggested Amendments to Titles 4 & 14 of the LMC

Reference ID	Title: Open Space (4) and/or Park (14)	Code Section	OS Page	Park page	Amendment Description
<b>Definitions</b>					
1	4	4.01.020	2	---	Definitions were moved to the beginning of 4.01.020 to mirror the structure of the existing Parks title.
2	14	14.08.010	---	13	Definitions in 14.08.010-14.08.080 grouped under one subsection number rather than multiple subsection numbers which are listed one after the other.
3	4 14	04.01.020 14.08.010	2	13	Definitions alphabetized for organizational clarity.
4	4 14	04.01.00 14.08.010	2	13	Definition of "Camp" added to clarify intent.
5	4	4.01.020	---	---	Definition of "Director" removed as it is no longer referenced within title 4.
6	4	4.01.020	2	---	Definition of "Open space" amended to omit mention of 96th St. connection.
7	4 14	04.01.020 14.08.010	3	13	Definition of "Parks" amended to more-closely align with the Home Rule Charter and describe all lands maintained and managed as Park Land.
8	4	04.01.020	3	---	Definition of "Passive recreation" amended to include mention of e-bikes; Definition of "Passive recreation" amended to omit "horseback riding" as it is not an activity permitted under titles 4.
9	14	14.08.010	---	---	Definition of "Permit" removed because its generally understood what a permit is and the current permit definition did not encompass all types of permits issued by the department.
10	4	4.01.020	3	---	Definitions for "Regulatory sign" and "Smoke or smoking" added.
11	4 14	04.01.020 14.08.010	3	14	Definition of "Shelter" added to clarify intent.
12	4 14	04.01.020 14.08.010	3	14	Definitions for "Electronic smoking device" added.
13	4 14	04.01.020 14.08.010	3	14	Definition of "Smoking instrument" added and later amended to match language in Chapter 8.56 of LMC as requested by City Council.
<b>General Throughout</b>					
14	4 14	4.04 14.12	---	---	All references to the "Parks and recreation department" updated to "parks, recreation, and open space department" to reflect department name change.
15	4 14	4.04 14.12	---	---	All references to the "Land manager" and "Director" updated to "City manager or designee".
16	4 14	4.04 14.12	---	---	Oxford commas utilized in prohibitions containing lists as requested by the Legal Review Committee.
17	4	4.04	3	---	"Scope; Prohibitions" amended to "Compliance required" to increase citizen understanding and clarify interpretation.
18	4	4.04.010	4	---	Language mentioning lands recommended by OSAB for zoning removed as requested by Legal Committee.
19	4 14	4.04 14.12	---	---	Code subsections reorganized to be grouped under new umbrella categories to achieve staff's goal of restructuring titles 4 and 14 to be parallel and improve citizen understanding and interpretation.
20	4 14	4.04 14.12	---	---	Language added identifying prohibitions subject to exception by permit as requested by the Legal Review Committee.
21	4 14	4.04 14.12	10	21	Language exempting City Employees and/or Emergency Personnel from specific prohibitions while in the lawful performance of their duties was removed and covered by the creation of L2.
<b>Compliance Required</b>					
<b>A. Commercial use.</b>					
22	14	A1	--	14	Subsection prohibiting commercial activity on Park land without a permit added.
23	4 14	A4	4	15	Amended to include the term "notices" to clarify intent.
<b>B. Sound.</b>					
24	4	B2	4	15	Prohibition added to mirror title 14 and prohibit users from disturbing the peace.
<b>C. Projectiles.</b>					
25	14	C1	---	15	Prohibition added to mirror title 4 and prohibit the use of non/motorized aircraft or other similar devices.

26	4 14	C3	5	16	Subsection amended to include "rockets", "hobby rockets", and "other projectiles" as items prohibited from being launched while on City Owned Public Lands.
<b>D. Vehicles and bicycles.</b>					
27	4 14	D3	5	16	Removed mention of City Manger's ability to adopt rules as it is covered in 4.04.060 and 14.12.060.
28	4 14	D6	5	16	Prohibition amended to clarify yielding "when necessary" for public safety during City Sponsored races.
<b>E. Recreational activity restrictions.</b>					
29	4 14	E1	6	17	Prohibition structure amended and expanded in order to group like activities together to improve citizen interpretation; Prohibition amended to clarify "down-hill skiing", "snowboarding", and "metal detecting" as prohibited activities;
30	4 14	E1	6	--	Subsection amended to clarify "sledding" as a prohibited activity.
31	4 14	E3	6	17	Subsection amended to clarify language; prohibition moved from existing LMC 4.04.030 to "Compliance Required" section to increase citizen understanding and interpretation; prohibition added to 14.12.010 to clarify intent.
<b>F. Pets and livestock.</b>					
32	4 14	F1	6	17	Leash length maximum amended to 10ft as supported by the Legal Review Committee to mirror neighboring agency standards and better protect City Owned Public Land.
33	4 14	F2	6	17	Prohibition separated from F1 to clarify intent; Language amended to prohibit the bringing of any dog onto City Owned Public Land that is aggressive or in heat.
34	4 14	F5	7	18	"Donkeys", and "llamas" added as prohibited animals.
35	4 14	F6	7	---	Prohibition amended to make an exception for Service Animals in accordance with State Law at Harper Lake.
<b>G. Bodies of water.</b>					
36	4 14	G1 & G2	7	18	Prohibitions moved from existing LMC 4.04.070 and 14.12.060 to "Compliance required" to clarify and address the differing regulations for each title in reference to boating with specific clarification around Harper Lake in the Open Space title.
<b>H. Waste and glass.</b>					
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<b>I. Trespass.</b>					
37	4 14	I3	8	19	Prohibition created to prohibit storing or abandoning personal property on City Owned Public Land as recommended by OSAB.
38	4 14	I4	8	---	Prohibition moved from existing LMC 4.04.060 to "Compliance required" to increase citizen understanding and interpretation of City Owned Public Land use hours; prohibition mirrored in Title 14
39	4 14	I5	8	19	Prohibition moved from existing LMC 4.04.090 to "Compliance required" to increase citizen understanding and interpretation of humans entering City Owned Public Land when it is closed; Prohibition mirrored in Title 14.
40	4 14	I6	9	19	Prohibition moved from existing LMC 4.04.090 to "Compliance required" to increase citizen understanding and interpretation of pets entering City Owned Public Land when it is closed; prohibition mirrored in Title 14.
41	4 14	I7	9	19	Prohibition regarding camping moved from existing LMC 4.04.060 "Hours of Use" to "Compliance Required".
<b>J. Wildlife and natural resources.</b>					
42	4 14	J2	9	19	Prohibition created to prevent the harassment of wildlife.
43	4 14	J4	9	20	Prohibition amended to prohibit the collection of firewood on City Owned Public Land.
<b>K. Alcohol, smoking and vaping.</b>					
44	4 14	K1	9	20	No substantive changes to the alcohol prohibition at this time. Minor change to clarify intent of current policy that alcohol not allowed except by permit. Changes to the alcohol policy will follow the direction of City Council when City-wide policy is decided in accordance with State Statutes adopted in January 2019. This decision was supported by the Legal Review Committee.
45	4 14	K2	9	20	Subsection added to prohibit smoking of any type on City Owned Public Land, and parks associated parking lots, and adjacent sidewalks with exception to the Coal Creek Golf Course, as supported by Legal Committee; "Electronic smoking device" added as requested by City Council and Legal Committee.
<b>L. Insubordination.</b>					
46	4 14	L2	10	20	Prohibition added to prohibit property users from hindering emergency personnel in the lawful course of their duties, including "law enforcement officers, ranger naturalists, firefighters, or emergency or rescue personnel". This will prohibit property users from failing to comply, attempting to elude/evade, harass, or provide false information to ranger naturalists and other emergency personnel while in the lawful course of their duties.

47	4 14	L3	10	21	Prohibition added to prohibit property users from harassing city employees in the lawful course of their duties. This prohibition allows ranger naturalists to contact offenders in matters that do not warrant the involvement of City Police.
48	4 14	L4	10	21	Prohibition added to prohibit property users from engaging in behaviors/activities not specifically mentioned in the LMC, but are deemed to be a hazard to the user's safety, public's safety, wildlife's safety, or the safety of the landscape/resource.
<b>Exceptions.</b>					
49	4 14	4.04.020 A 14.12.020 A	10	21	Subsection added to exempt listed officials from the "Compliance required" chapter while in the lawful performance of their duties.
50	4 14	4.04.020 B 14.12.020 B	10	21	Amended to clarify which items are subject to City Manager exception in respective titles; amended to limit the duration of exceptions to 14 consecutive days or 21 nonconsecutive days before needing City Council approval.
<b>Enforcement of applicable laws and ordinances.</b>					
51	4 14	4.04.030 14.12.030	11	21	Amended to clarify that enforcement capability extends to ranger naturalists.
<b>Miscellaneous.</b>					
52	14	--	---	---	Existing LMC 14.12.010 T removed, concerns will be addressed under 14.12.010 L4.