

# City Council

## Agenda

Tuesday, August 6, 2019

City Hall

749 Main Street

**6:00 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: July 16, 2019; July 23, 2019**

**C. Approval of City Council Special Meeting on August 27**

**D. Approval of Resolution No. 24, Series 2019 – A Resolution Approving an Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2019 Coordinated Election to be Held November 5, 2019**

**E. Approval of T-Mobile Contract Amendment**

**F. Approval of Resolution No. 25, Series 2019 – A Resolution Setting Renewable Energy and Carbon Emission Reduction Goals**

**G. Contract Approval for Third-Party Review of Terraces on Main Tax Increment Financing Application for Direct Assistance**

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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

**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**

6:10 – 6:45 PM

**A. DISCUSSION/DIRECTION – SOLID WASTE TRANSITION UPDATE**

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

6:45 – 6:50 PM

**B. ORDINANCE NO. 1780, SERIES 2019 – AN ORDINANCE AMENDING CHAPTER 3.20 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE APPEALS PROCESS FOR TAX DECISIONS – 1<sup>ST</sup> READING, SET PUBLIC HEARING 8/20/19**

- City Attorney Introduction
- Action

6:50 PM

**C. EXECUTIVE SESSION**

**REAL PROPERTY ACQUISITIONS AND DISPOSITIONS**

(Louisville Charter, Section 5-2(c) – Authorized Topics – Consideration of real property acquisitions and dispositions, only as to appraisals and other value estimates and strategy, and C.R.S. 24-6-402(4)(a)).

**City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisitions Concerning Properties in Louisville**

- Requests for Executive Session
- City Clerk Statement
- City Attorney Statement of Authority
- City Council Action on Motion for Executive Session
- Council Convenes Executive Session
- Council Reconvene in Open Meeting

**D. REPORT – DISCUSSION/DIRECTION/ACTION – REAL  
PROPERTY ACQUISITION AND DISPOSITIONS**

**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: 071919 07/19/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14801	CHRISTOPHER MELENDEZ	GOLF LESSONS 6/22-7/5/19	1,502.20
14601	COLORADO GOLF ASSOCIATION	GOLF HANDICAP SERVICES	420.00
14601	COLORADO GOLF ASSOCIATION	GOLF HANDICAP SERVICES	4,723.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	312.49
14697	ISAIAS HUIZAR	EXPENSE REPORT 6/28-7/11/	143.84
7758	MICHAEL MILLER	COMPUTER LOAN	2,199.00
5259	MIRACLE RECREATION EQUIPMENT C	Relocate Playground Equip	7,591.02
99999	DOUGLAS HALEY	UTILITY REFUND 200 S CLEV	63.01
99999	GIGI YANG	EXPENSE REPORT 4/29-6/28/	147.79
14710	WELLRIGHT LLC	2019 WELLNESS 1ST HALF PA	3,150.00
11094	WESTERN DISPOSAL SERVICES	JUN 19 CITY TRASH SERVICE	3,815.86
3875	XCEL ENERGY	JUN 19 SPRINKLERS	104.32
3875	XCEL ENERGY	JUN 19 FLASHERS	5.80
3875	XCEL ENERGY	JUN 19 METERED LIGHTS	339.51
3875	XCEL ENERGY	JUN 19 TRAFFIC SIGNAL 930	58.09
3875	XCEL ENERGY	JUN 19 NON-METERED LIGHTS	29,533.45
=====			
16 INVOICES		WARRANT TOTAL	54,109.38
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CASH ACCOUNT: 001000 101001

WARRANT: 072219 07/22/2019

VENDOR VENDOR NAME	PURPOSE	AMOUNT
1205 COLORADO DEPT OF REVENUE	2Q 2019 SALES TAX ACCT 01	7,438.57
1 INVOICES	WARRANT TOTAL	7,438.57

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CASH ACCOUNT: 001000 101001

WARRANT: 072519 07/25/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11298	DELTA DENTAL OF COLORADO	#007562-0000 AUG 19 EMPLO	14,375.28
14716	DESKS INCORPORATED	OFFICE FURNITURE HR	1,659.00
6455	KAISER PERMANENTE	05920-01-16 AUG 19 EMPLOY	143,244.50
9750	LEGALSHIELD	#22554 AUG 19 EMPLOYEE PR	351.85
7735	LINCOLN FINANCIAL GROUP	000010008469 AUG 19 LIFE/	7,101.75
7735	LINCOLN FINANCIAL GROUP	000010008469 AUG 19 EMPLO	3,748.78
99999	ECS AND DANA KEPNER INC	2018 SEWER MAIN REPLACEME	19,858.77
99999	ECS AND COLORADO BARRICADE CO	2018 SEWER MAIN REPLACEME	9,593.41
99999	ECS AND TRENCH SHORING SERVICE	2018 SEWER MAIN REPLACEME	4,542.45
99999	ECS AND PHILADELPHIA INSURANCE	2018 SEWER MAIN REPLACEME	9,017.74
10951	PINNACOL ASSURANCE	WORKERS COMP PREMIUM 7 OF	21,764.19
8442	VISION SERVICE PLAN	12 059727 0001 AUG 19 EMP	3,034.62
14102	WELLS FARGO FINANCIAL LEASING	GOLF EQUIPMENT LEASE	9,138.96
11094	WESTERN DISPOSAL SERVICES	JUN 19 RESIDENTIAL TRASH	127,485.24
3875	XCEL ENERGY	JUN 19 GROUP ENERGY	67,114.72
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15 INVOICES			WARRANT TOTAL
=====			442,031.26

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CASH ACCOUNT: 001000 101001

WARRANT: 080619 08/06/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	2019 Geotechnical Service	7,414.00
12890	ADAMSON POLICE PRODUCTS	EQUIPMENT PEREZ	773.02
14623	ANOTHER MILESTONE LLC	CONTRACTOR FEES SPORTS CA	4,571.10
11455	APC CONSTRUCTION CO LLC	2019 Street Resurfacing	275,579.09
14764	BASELINE ENGINEERING CORPORATI	SCWTP Admin Building Desi	5,070.00
14764	BASELINE ENGINEERING CORPORATI	SCWTP Lower Pond Design	13,800.00
11605	BOBCAT OF THE ROCKIES LLC	Portable Hydraulic Unit W	6,683.00
14438	BRANNAN CONSTRUCTION COMPANY	2019 Water Main Replaceme	216,603.63
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	143.10
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	179.55
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	187.20
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	186.30
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	184.50
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	229.50
13344	BROWNS HILL ENGINEERING & CONT	WTP SCADA	780.00
14403	CALLAWAY GOLF	Resale Merchandise	1,486.98
14403	CALLAWAY GOLF	Resale Merchandise	199.44
248	CDW GOVERNMENT	DOCKING STATIONS IT	505.58
935	CENTENNIAL PRINTING CO	UTILITY BILLING ENVELOPES	4,497.00
11459	CENTURA HEALTH	SANE EXAM	600.00
14592	CF LESSEE LOB	CEC SOLAR LEASE #1133	8,423.80
1005	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST	28.00
1005	CHEMATOX LABORATORY INC	DRUG TESTING	1,010.00
14340	CHIEF LAW ENFORCEMENT SUPPLY	BATTERIES PD	327.29
13260	CLIFTON LARSON ALLEN LLP	JUN 19 UTILITY BILLING SE	8,208.00
14678	COLORADO AVIAN RESEARCH & REHA	GIVING KESTREL PRESENTATI	100.00
13370	CRIBARI LAW FIRM, PC	JUL 19 PROSECUTING ATTORN	3,317.75
11373	DELLENBACH CHEVROLET INC	2019 Chevy Colorado Unit	29,009.00
14469	DESIGNSCAPES COLORADO	Median Landscape Renovati	14,820.00

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CASH ACCOUNT: 001000 101001

WARRANT: 080619 08/06/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13929	DHE COMPUTER SYSTEMS LLC	RAM/MEMORY RMS PD	80.52
13929	DHE COMPUTER SYSTEMS LLC	RAM/MEMORY RMS PD	167.76
14783	DIEXSYS LLC	Vision Zero Software	5,000.00
13463	E-Z EXCAVATING INC	2019 Sanitary Sewer Main	58,026.95
14645	ECOLOGICAL RESOURCE CONSULTANT	Howard Diversion Upgrade	216.00
14369	ETG SYSTEMS INC	SURVEILLANCE INSTALLATION	1,570.39
6761	FARIS MACHINERY CO	PARTS UNIT 3215	377.68
13615	FELSBURG HOLT & ULLEVIG INC	Quiet Zone Design and CM	9,623.45
14589	FOUNDATION FITNESS LLC	Fitness Equipment RSC	6,840.00
13239	FRONTIER PRECISION INC	USB PORT REPAIR	233.32
7113	GALLS LLC	UNIFORM BELT MEJIA	30.99
7113	GALLS LLC	UNIFORMS MEJIA	372.93
7113	GALLS LLC	UNIFORMS MEJIA	419.97
7113	GALLS LLC	EQUIPMENT MEJIA	490.86
7113	GALLS LLC	UNIFORMS PEREZ	169.98
7113	GALLS LLC	UNIFORMS & EQUIPMENT PERE	800.59
7113	GALLS LLC	UNIFORMS PEREZ	154.99
6847	GENERAL AIR SERVICE & SUPPLY	CYLINDER RENTAL OPS	78.00
1175	GEORGE T SANDERS COMPANY	FAUCET REPAIR KIT GCM	59.42
14564	GEOSPATIAL URBAN INTERFACE LLC	2019 Geospatial Urban Int	5,154.50
14564	GEOSPATIAL URBAN INTERFACE LLC	2019 Geospatial Urban Int	4,920.50
13069	GLACIER CONSTRUCTION CO INC	HBWTP Upgrade Project	43,648.70
13069	GLACIER CONSTRUCTION CO INC	WTP Office and Stairs Ren	18,943.00
13069	GLACIER CONSTRUCTION CO INC	HBWTP Upgrade Project	28,231.85
2310	GRAINGER	DANGER SIGN CS	34.80
2310	GRAINGER	EMERGENCY LIGHTS GCM	158.64
2310	GRAINGER	EMERGENCY LIGHTS LIB	172.50
2310	GRAINGER	HVAC FILTERS WWTP	952.95
2405	HACH COMPANY	INSTRUMENT REPAIR TRAININ	250.00
2405	HACH COMPANY	LAB SUPPLIES WTP	344.94
2405	HACH COMPANY	LAB SUPPLIES WTP	951.22
2405	HACH COMPANY	LAB SUPPLIES WTP	114.98
14472	HILL AND POLLOCK LLC	JUN 19 WATER LEGAL SERVIC	3,289.50

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2475	HILL PETROLEUM	Fuel Golf Course	589.04
2475	HILL PETROLEUM	Fuel Golf Course	395.58
1902	HILLYARD INC	JANITORIAL SUPPLIES CH	108.88
645	HUMANE SOCIETY OF BOULDER VALL	2019 1Q ANIMAL IMPOUND FE	2,687.50
11330	ID EDGE INC	NAME BADGES MUS	199.00
9710	INDUSTRIAL CHEMICALS CORP	Sodium Silicate SWTP	10,807.68
10552	INTERNATIONAL MARTIAL ARTS ASS	CONTRACTOR FEES KARATE	2,606.10
14239	JC GOLF ACCESSORIES	Resale Merchandise	618.37
14239	JC GOLF ACCESSORIES	Resale Merchandise	83.31
11289	JVA INC	Raw Water Lowering	1,190.00
11289	JVA INC	COMMUNITY PARK STAGE DESI	300.00
2780	KAISER LOCK & KEY SERVICE INC	SERVICE CALL CH	72.50
14336	KRISTAN K WHEELER	JUL 19 MUNICIPAL JUDGE SE	2,600.00
13356	LOHMILLER AND COMPANY	HVAC PARTS RSC	901.93
13356	LOHMILLER AND COMPANY	HVAC PARTS RSC	94.37
5432	LOUISVILLE FIRE PROTECTION DIS	BLOOD DRAWS 6/10-7/4/19	140.00
14611	MCCI LLC	Laserfiche Annual Support	9,484.65
13616	MEETING THE CHALLENGE INC	ADA Study SH 42 (Kestrel	3,900.00
14768	MOJOS CLEANING SERVICES INC	JUL 19 JANITORIAL SERVICE	31,590.00
11061	MOUNTAIN PEAK CONTROLS INC	REUSE SCADA PROGRAMMING	875.00
14649	MURRAYSMITH INC	SWSP Expansion	9,977.36
14649	MURRAYSMITH INC	Water Loss Audit	1,790.50
10792	NASRO	SCHOOL RESOURCE OFFICER C	495.00
11365	NATIONAL METER & AUTOMATION IN	PILOT PROGRAM CABLE CONNE	360.00
14090	OCX NETWORK CONSULTANTS LLC	REPLACEMENT PHONES CS	689.86
99999	RMB EXCAVATING LLC	BULK WATER METER REFUND	2,350.00
99999	SAUNDERS	BULK WATER METER REFUND	2,500.00
99999	FALCON ASPHALT REPAIR EQUIPMEN	DIGITAL CONTROLLER UNIT 3	490.39
99999	MARY GILMORE	HOMEOWNER SPRINKLER REPAI	323.00
99999	INDRANI MCLEMORE	2019 SENIOR WATER REBATE	100.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
99999	JOAN DESMET	LOVING HANDS CRAFT SUPPLI	57.58
14614	PLAY-WELL TEKNOLOGIES	CONTRACTOR FEES 22177-1	1,080.00
1224	PLM ASPHALT & CONCRETE INC	2019 Asphalt Reconstructi	51,256.35
14675	POINT AND PAY LLC	JUN 19 POINT & PAY FEES	3,403.78
14394	PROS PLUS LLC	SOFTBALL UMPIRES	140.00
13549	PUSH PEDAL PULL INC	Rec Center Exercise Equip	22,035.00
14751	S::CAN MEASURING SYSTEMS LLC	AMMONIUM ELECTRODES WWTP	1,396.00
12843	SCL HEALTH	PRE E-SCREENS	2,442.60
14818	SITEONE LANDSCAPE SUPPLY LLC	BRISKWAY FUNGICIDE GCM	1,440.04
14396	SPRONK WATER ENGINEERS INC	Jun 19 Water Rights Engin	8,025.00
14744	STANDARD CONCRETE INC	2019 Concrete Contract	94,408.06
9481	THE HOME DEPOT	JANITORIAL SUPPLIES PC	84.96
9481	THE HOME DEPOT	BREAK ROOM SUPPLIES WTP	123.36
14729	THE PURPLE PIANO LLC	CONTRACTOR FEES 22105-2	252.00
13603	TOSHIBA BUSINESS SOLUTIONS INC	Toshiba Copier RSC	9,800.00
14065	TYLER TECHNOLOGIES INC	Tyler ERP Continuing Impl	1,280.00
14065	TYLER TECHNOLOGIES INC	Tyler ERP Continuing Impl	640.00
14532	UNITED REFRIGERATION INC	HVAC PARTS WWTP	65.22
14532	UNITED REFRIGERATION INC	HVAC PARTS PC	314.57
14532	UNITED REFRIGERATION INC	HVAC PARTS RSC	73.68
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CLEO MUDROC	173.52
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL ENRIETTO PA	117.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL LES	117.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CEMETERY	117.11
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL FACE CONCR	420.00
6509	USA BLUEBOOK	PH BUFFER WTP	128.26
6509	USA BLUEBOOK	GAS DETECTOR WTP	622.96
6509	USA BLUEBOOK	UTILITY SUPPLIES	1,146.63
14446	VECTOR DISEASE CONTROL	2019 Mosquito Control Ser	1,706.66
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,624.88
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,695.86

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CASH ACCOUNT: 001000 101001 WARRANT: 080619 08/06/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,616.48
4380	VIA MOBILITY SERVICES	Senior Transportation Ser	38,535.00
4900	VRANESH AND RAISCH LLP	JUN 19 WINDY GAP LEGAL SE	379.25
14373	WEIFIELD GROUP CONTRACTING INC	VFD REPLACEMENT SWTP	2,081.69
14373	WEIFIELD GROUP CONTRACTING INC	CENTRIFUGE POWER SUPPLY S	400.00
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CS	250.77
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES MSP	876.70
5115	WL CONTRACTORS INC	INSTALL VIA APPIA RRFBS	21,547.00
5115	WL CONTRACTORS INC	Jun 19 Traffic Signal Mai	28,303.50
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 7/15-7/26	2,770.00
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	133 INVOICES	WARRANT TOTAL	1,191,067.42
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# **City Council Meeting Minutes**

**July 16, 2019  
Library Meeting Room  
951 Spruce Street  
5:00 PM**

**Call to Order** – Mayor Muckle called the meeting to order at 5:18 pm.

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  
Kevin Watson, Finance Director  
Nathan Mosely, Parks, Recreation, & Open Space Director  
Kurt Kowar, Public Works Director  
Rob Zuccaro, Planning & Building Safety Director  
Chris Neves, Information Technology Director  
Sharon Nemechek, Library Director  
Dave Hayes, Police Chief  
Kathleen Hix, Human Resources Director  
Emily Hogan, Assistant City Manager for Communications  
& Special Projects  
Nat Ahrens, Business Data Analyst  
Meredyth Muth, City Clerk*

Mayor Muckle stated this is a first look at the 2020 budget. It is the second year of the biennial budget so it should be much less time consuming than last year.

## **2018 YEAR-IN-REVIEW**

Director Watson stated the first step for the 2020 budget is to determine how 2018 projections align with actual audited amounts for the year. He reviewed the projections and final fund balances for each fund for 2018. He stated he will propose a different turn-

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back methodology. The turn-backs left a higher than anticipated balance in the General Fund.

Mayor Pro Tem Lipton asked about major items contributing to the high turn-back. Director Watson stated the earlier biennial budget for the first time along with going to program budgeting contributed to departments not being completely aware of where all the money was because it was split into different places. Staff vacancy savings also contributed. Budgeting was just not as tight.

Director Watson reviewed the projections and 2018 final audited numbers of the various funds.

### **FINANCIAL POLICIES – PROPOSED AMENDMENTS**

Director Watson reviewed the purpose of the policies noting one is to define certain boundaries and limits on actions staff may make. Staff is proposing some changes. He reviewed the various policies the City has including:

1. General Policies
2. Reserve Policies
3. Debt Policies
4. Revenue Policies
5. Operating Budget Policies
6. Investment Policies
7. Capital Asset Management Policies
8. Accounting, Auditing and Financial Reporting Policies

The changes being recommended are:

#### Reserve policies

- Eliminates the Open Space & Parks Fund targeted fund balance requirement.
- Defines the formula for the recurring annual transfer from the General Fund to the Open Space & Parks Fund.
- Establishes a minimum unrestricted fund balance and a capital asset renewal and replacement reserve for the Recreation Fund.
- Defines the formulas for the maximum recurring annual transfers from the General Fund to the Recreation Fund and from the Capital Projects Fund to the Recreation Fund.
- Establishes a minimum unrestricted fund balance and a capital asset renewal and replacement reserve for the Golf Course Fund.

Mayor Muckle wanted a note included concerning calculations going back prior to the recession, so it doesn't appear random. A footnote would be fine.

Councilmember Loo would like a definition of “Reserve” included. She wanted to clarify the changes do not require a transfer to Open Space & Parks Fund and Rec Fund unless the Council can afford it and want to spend it that way, it is not a requirement to make a transfer. Mayor Muckle stated that is the intent of the language. Councilmember Maloney stated it is meant to be a consideration of a transfer only if the Council can afford it in any given year.

Councilmember Stolzmann stated this may not be strict enough to satisfy some residents who want more money dedicated for opens space acquisition.

Members discussed how reserves may be addressed if they fall below the designated minimum.

Councilmember Loo wanted to know if the Council can commit funds in the Open Space & Parks Fund for property acquisition. Council members clarified the policy stating there would be transfers for acquisition.

Council members clarified some language in the various policies.

### **2019-2024 CAPITAL IMPROVEMENTS PLAN (CIP)**

Director Watson said the changes discussed tonight are updates to the 2020 plan already approved. He noted a preliminary list of possible CIP additions for 2019 but added this is not a final list. Council members asked some questions about specific projects.

Mayor Pro Tem Lipton requested the budget estimates for the CIP projects be more accurate and include a better contingency number. Members agreed. Mayor Pro Tem Lipton felt we are continually being surprised on projects when the costs come in so much higher than the budget. City Manager Balser stated much more detail will be presented with the budget in September.

Director Watson reviewed the current CIP list and the additions and changes. He noted the final estimates of the six-year plan.

### **REVENUE ASSUMPTIONS & EXPENDITURE TARGETS**

Director Watson noted there are very few operational additions in 2020. Most of the anticipated adjustments for 2020 are small.

Director Watson reviewed the assumptions and expenditure targets for various funds. He noted the transfers to Open Space & Parks Fund and Rec is based on the consumer price index so it will go up and down with that.

*Sales Tax Revenue*

Director Watson stated right now without all the audit revenue we are trending at minus 1 percent. He stated with audits coming in he expects to end the year with a positive number. We are seeing a softening of the sales tax number and it affects all major funds. He asked if the assumption is too aggressive or too low.

Councilmember Maloney felt the assumption was accurate and stated we might see higher collections of outside city sales tax and should be prepared for that. We know expenditures aren't declining so this is concerning. Mayor Pro Tem Lipton stated the softening has been coming and we need to accept this trend.

Members discussed various anticipated changes to the economy and what other options there might be for tax revenue.

*Property Tax*

Director Watson stated the model assumes a flat mill levy.

*Consumer Use Tax*

Director Watson stated this is very elastic so really looking for the medium ground. It will be interesting how this goes in a bad year.

*Auto Use Tax*

Saw a huge increase from the hail storm. But it should trend back to normal.

*Building/Construction Generated Revenue*

This is only for projects we know about in the future. The fees fund the costs of the Building Department.

*Recreation Center Charges for Services Revenue*

This does not include sales tax, seeing a big increase this year with the opening of the new center.

*Golf Course Revenue*

Minimal expected growth but reasonable. Members discussed if this is a conservative enough approach. Needs to be realistic.

**Expenditure Targets**

Director Watson reviewed the employee wage targets and new positions. There will be savings in vacancies that will show up on the turnback or the changes from the June 4 budget amendment. The targets and turnbacks in the various funds were discussed.

## **2019-2024 FINANCIAL PLAN**

Director Watson reviewed the Long-Term financial plan. He noted the new turnback methodology that is used in this plan.

Councilmember Stolzmann suggested rather than planning for turnback just cut projects you aren't going to do and use that for something else.

Director Watson stated with the reduction in sales tax this will be a key conversation.

He reviewed the long term plans and targets for each fund noting some funds are heavily impacted by the sales tax decline.

## **BUDGET CALENDAR**

Director Watson reviewed the budget calendar.

Councilmember Stolzmann stated she would like a robust discussion in 2020 about staffing and what can be sustained including if we have the right staff to meet our needs. Councilmember Maloney agreed; this track may not be sustainable.

Mayor Pro Tem Lipton stated we may have to have a process to realign our community's expectations with what we can provide. We need to figure out how to manage expectations; know what we need to change to be sustainable. In the future, perhaps increase some fees and be more creative in revenue and control expenses better. We have to better optimize what we have and spend the money more optimally and incentivize staff to do so. We need a long-term sustainable financial plan.

Members agreed having a large turnback every year is not optimal and needs to be addressed.

Mayor Muckle noted the BNSF underpass will need to be discussed again so Council can decide what to do for future budgets.

Mayor Pro Tem Lipton noted the results of the Transportation Master Plan are not included and that is one place we need to manage the community's expectations.

Councilmember Leh stated one objective might be to determine what incentives can there be to foster collaboration so departments are not silo-ed. Mayor Pro Tem Lipton stated we need more reward systems for staff to work smarter.

## **ADJOURN**

Members adjourned at 7:28 pm.

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Robert P. Muckle, Mayor

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Meredyth Muth, City Clerk

# **City Council**

## **Meeting Minutes**

**July 23, 2019**  
**City Hall, Council Chambers**  
**749 Main Street**  
**7:00 PM**

**Call to Order** – Mayor Muckle called the meeting to order at 7:00 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**  
                              **Kevin Watson, Finance Director**  
                              **Nathan Mosely, Parks, Recreation, & Open Space Director**  
                              **Ember Brignull, Open Space Superintendent**  
                              **Kurt Kowar, Public Works Director**  
                              **Rob Zuccaro, Planning & Building Safety Director**  
                              **Felicity Selvoski, Planner I**  
                              **Lisa Ritchie, Senior Planner**  
                              **Carol Hanson, Deputy 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 Leh. All in favor.

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

None.

### **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: July 9, 2019***
- C. *Approval of Contract Between the City of Louisville and Murraysmith for the Stormwater Quality Master Plan***
- D. *Approval of State Highway 42 and Short Street Geometric Project***
  - i. *Award Bid for State Highway 42 and Short Street Geometric Improvements Project***
  - ii. *Approve Contract Amendment Between the City of Louisville and Sustainable Traffic Solutions for the State Highway 42 and Short Street Geometric Improvements Project***
  - iii. *Approve a Contract Between the City of Louisville and Michael Baker International for the Highway 42 and Short Street Geometric Improvements Project***
- E. *Approve Change Orders for Paving and Concrete***
  - i. *Approve Contract Change Order Between the City of Louisville and PLM Asphalt and Concrete for the Police Department Parking Lot Repaving Project***
  - ii. *Approve Contract Change Order Between the City of Louisville and Standard Concrete, Inc. for the Police Department Concrete Replacement Project***
- F. *Approval of Park Name Recommendations from the Parks and Public Landscaping Advisory Board***
- G. *Ratification of Policy Statement for Colorado Communities for Climate Action***

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

Councilmember Leh announced Center Stage Theatre will present “Our Town” in August. Center Stage moves the audience and actors through three different locations in historic Louisville during the course of the play. He encouraged everyone to attend.

Mayor Muckle noted many heard FACE Vocal Band last week at the summer concert series and remarked it was a nice evening.

### **CITY MANAGER’S REPORT**

City Manager Balser noted she has appointed Stan Zemler as Interim Economic Development Director. She asked Public Works Director Kowar to give an update on Coyote Run. Director Kowar said a contractor has mobilized on the site. Earth work is taking place and drilling for caissons to stop slope movement will take place this week with anticipated completion by end of August.

## **REGULAR BUSINESS**

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### **MARIJUANA CULTIVATION AND EXCISE TAX BALLOT ISSUES**

**ORDINANCE NO. 1776, SERIES 2019 – AN ORDINANCE IMPOSING AN EXCISE TAX OF UP TO TEN PERCENT ON RETAIL MARIJUANA CULTIVATION FACILITIES BEGINNING JANUARY 1, 2020, TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT QUESTION PERMITTING SUCH CULTIVATION FACILITIES WITHIN THE CITY, AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT THE REGULAR ELECTION TO BE HELD NOVEMBER 5, 2019 – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 7/14/19)**

**ORDINANCE NO. 1777, SERIES 2019 – AN ORDINANCE AMENDING TITLES 5 AND 17 CONCERNING RETAIL MARIJUANA CULTIVATION FACILITIES AND SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF LOUISVILLE AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2019, THE QUESTION OF WHETHER TO PERMIT SUCH RETAIL MARIJUANA CULTIVATION FACILITIES WITHIN THE CITY SUBJECT TO AN EXCISE TAX ON THE SAME – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 7/14/19)**

Mayor Muckle called the items and noted there are two ordinances and both will be considered during this public hearing.

City Attorney Kelly introduced the ordinances by title. She noted Council had previously updated regulations concerning marijuana facilities and at that time asked staff to compose ballot language to refer to the voters allowing cultivation of marijuana subject to an excise tax. The Finance Committee reviewed the issue and recommended City Council refer both questions to the voters.

Ordinance 1776 addresses the excise tax. Specifically, it:

- Refers to the voters a TABOR ballot issue seeking authorization to impose an excise tax on the first sale or transfer of unprocessed marijuana by a retail marijuana cultivation facility.
- The proposed tax rate is five percent (5%) of the average market rate of the marijuana. The ordinance authorizes City Council to increase the rate to ten percent (10%) without further voter approval. The tax would only be imposed if retail marijuana cultivation facilities are permitted within the city. This permission

could be by voter approval of the second ballot question or by some other Council or voter action in the future.

- Revenues from the tax can be used for the following purposes: (1) to pay or reimburse the City for direct and indirect costs incurred or expended by the City for training, enforcement, and administration of all applicable marijuana laws and regulations; (2) to support local drug and alcohol programs and facilities; and (3) for other general purposes of the City.
- Staff estimates for the first year revenue would be \$100,000. Staff doubled the estimate to avoid underestimation and potential refund and rate reduction under TABOR.
- Second reading amendments are proposed to revise the ballot title to reflect the basis for the imposition of tax will be the average market rate rather than the price paid by the purchaser. Staff proposes some additional second reading amendments to capture the available excise tax revenue for all marijuana transferred by a cultivation facility.

#### Cultivation Facility Ordinance No. 1777

The second ordinance addresses retail marijuana cultivation facilities. Specifically, it:

- Refers to voters the question of whether retail marijuana cultivation facilities should be allowed within the Industrial zone districts of the City.
- Cultivation facilities will be allowed only if the voters also approve the excise tax on cultivation facilities.
- Makes corresponding amendments to Titles 5 and 17 of the City Code.
- The following two changes were made to the ordinance after Council reviewed it on June 11:
  - Provides that the total combined square footage of all licensed retail marijuana cultivation facilities operating in the City will not exceed 150,000 square feet of building area.
  - Added a requirement that plants be organized in orderly rows and include aisles of sufficient size to provide clear access to exits.
- Requires cultivation occur within a locked and enclosed space.
- As part of the license application, a cultivation facility will be required to submit a ventilation plan describing how odors are prevented from leaving the premises.
- The prohibition against odor emissions City Council adopted as part of Ordinance No. 1769 in February, 2019 will also apply to cultivation facilities. Specifically, cultivation facilities (along with stores, manufacturers and testing facilities) are prohibited from emitting detectable odors that leave the premises and that interfere with the reasonable and comfortable use and enjoyment of another's property.

Mayor Muckle opened the public hearing and asked the City Attorney's remarks be included in the public hearing. He called for Council questions.

Mayor Pro Tem Lipton asked if the start date could be extended to April to allow for further regulations being imposed by Council. City Attorney Kelly noted Council wanted

these considered together and it could cause an issue of the estimate of tax receipts and trying to estimate far into the future.

Mayor Pro Tem Lipton asked if a moratorium could be imposed to allow time for considering rules. City Attorney Kelly said that would be an option but would cause the same complications with the excise tax.

Councilmember Leh was concerned about the effective date. He noted Council had been receiving resident comments about tightening the regulations. He wondered if the 5% of average market rate was clear.

City Attorney Kelly asked if the language should be “the rate of five percent (5%) of the average market rate, which is the average price of unprocessed retail marijuana that is sold or transferred from a retail marijuana cultivation facility”. Councilmember Leh said that language was better.

Councilmember Keany asked about timing if setbacks were being looked at tonight.

Mayor Pro Tem Lipton anticipated some conversation on setbacks. He asked staff about setback requirements on retail. Director Zuccaro stated it is 1000 foot from public and private schools. No buffer from parks or other facilities. Spacing was established at 1500 feet between stores. Mayor Pro Tem Lipton asked if there were setbacks from parks originally. Director Zuccaro answered yes among other requirements.

Mayor Muckle called for public comment.

Dave Nosler, 604 Mead Court, felt the issue is not about setbacks, revenue, or philosophical differences but a matter of quality of life. He spoke to Lafayette about plans to expand square footage for cultivation. What he discovered was cultivation facilities have spent a lot of money trying to mitigate odor and have not totally succeeded. Lafayette’s odor mitigation plans are strict but if you go to the condo association in Lafayette the odor is there. He asked if any other cities have cultivation only a street width from cultivation which could happen on Empire Road.

Tom DeLorey, 587 Augusta Lane noted he previous lived in Colorado Springs near a home growing marijuana in the basement 500 feet away and the scent of the skunk smell some marijuana produces was strong. He felt once this gets approved, the city never will get rid of it. He doesn’t want that in Louisville; it will affect the quality of life. If there is no breeze, the scent will just sit there. He does not object to the sale or consumption but does not want to allow the cultivation in Louisville.

Patricia Ross, 3561 W. Monmouth Ave., Englewood, grew up in Louisville and opposes marijuana grows. She asked Council not to pass this as is and to consider setbacks or buffers. She would like impact studies done on water and waste. The criminal element should be considered. Louisville is off the beaten path and that could invite crime. She

asked if the regulations are adequate to protect the community. She noted the folks in town who are not directly affected would likely vote for this. Why compromise the quality of life. Please add buffers of 1000 feet to keep this drug away from residences. She asked Council to keep Louisville special.

Mike Deborski, 601 Pine Street, noted the demand is there to sell pot. Folks are trying to acquire licenses and the marijuana business defies typical business laws in place. He asked Council to address the setbacks and require a special review use (SRU). He cited examples of small town Louisville and asked Council to keep it that way.

Jean Morgan, 1131 Spruce Street cited two possible locations for cultivation facilities and urged Council to require setbacks of 1000 to 1500 feet.

Sally Blaser, 2315 Cliffrose Lane said she walks Coal Creek Trail and sees students from Centaurus on the trail nearly every day. Grow facilities cause odor and she did not want to see a grow facility close to Coal Creek trail or Miner's Field. Water use is high in a grow facility as is power. Water is not plentiful in Colorado. It shouldn't be near general public areas. Quality of life and good atmosphere are important to Louisville residents.

Eric Maes, 1145 Pine Street, expressed concern about odor and noted he was in law enforcement and has seen criminal activity around marijuana businesses and doesn't want to see more. He encouraged Council members to visit a cultivation facility before putting this on the ballot.

#### Council comments

Mayor Pro Tem Lipton noted he was in favor of some type of setback. He asked about the SRU process implications. Director Zuccaro noted it could be added with criteria and it is about a 5 month process to apply, prove criteria are met, and hold hearings. New building would likely have to get a PUD and an SRU in addition to a license and building permit. As written now, they would have to get a license and building permit.

Mayor Pro Tem Lipton asked if regulations now have any water and power considerations. Director Zuccaro noted they would have to comply with the building code but no water conservation effort is required. There would be tap fee regulations and some consideration there concerning the amount of use.

Councilmember Stolzmann referred to the storage facility on Lock Street and asked if industrial was the correct zoning for that location because of its proximity to the trail, park and residences.

Councilmember Leh asked if the costs of regulating had been considered. His understanding was the excise tax was being considered to help with staffing for regulating. Director Zuccaro noted it could help with staffing but was not limited to that.

Councilmember Maloney noted the intent was to address direct and indirect costs.

Councilmember Leh asked where numbers come from and can we tell voters yes this will be enough to offset the costs. Mayor Pro Tem Lipton noted there had been discussions with other municipalities. City Manager Balsler noted that is why there is a range; it allows for some flexibility as we learn what actual costs are.

Director Zuccaro said one of reasons for the square foot limit on size is so we would have a ceiling that is not exceeded and costs could be re-evaluated. Councilmember Maloney noted it is patterned after other municipalities to reasonably articulate what to expect.

Councilmember Loo felt it good to predicate things on a worst case scenario and she has not taken this lightly. She noted she had visited a dispensary and a grow facility. If this passes, Louisville will be strict. A ballot issue gives residents the chance to say whether they want this. The people she has met in the industry try to be as conservative with water and power as they can be. They run their business in a responsible way.

Councilmember Maloney asked if the municipal code would deal with odor issues. Director Zuccaro talked to other municipalities about odor issues and this is written so facilities must demonstrate no odor outside the building. It is a strict performance standard and it must demonstrate how they will achieve this to get a license. He was comfortable with how it is now written.

#### Public Comment

Tom DeLorey was disturbed to hear we may just break even with the excise tax and the citizens must put up with this and gain nothing. He remarked this is a big money industry and they will likely spend money here to get this passed.

Dave Nosler didn't want to put up with this to just to break even. He heard the excise tax would give additional expenses not more revenue; voters should know that.

Jean Morgan appreciated Councilmember Stolzmann's remark about re-zoning the Lock Street storage facility area.

Patricia Ross thought rezoning by the park was a good idea. She liked the idea of an SRU. You have to look at how other municipalities are handling the problem. Marijuana is addictive and an intoxicant; it affects teenage brains. There is an ethics issue.

Sally Blaser, 2315 Cliffrose Lane, noted the folks near these areas where cultivation might occur will be interested. Others living farther away will not be as interested.

Eric Maes noted not all dispensaries are bad. He lives in a mixed use residential area. He asked if day cares would be prohibited in the future if a grow facility were there. He was concerned about criminal activity, leftovers, and filtration.

Mike Deborski, 601 Pine Street noted most folks know someone in the marijuana business. He was not disparaging of those in the industry. He noted he has driven by several cultivation facilities and felt the regulations are behind actual issues. Someone has to live with issues while until a complaint is entered. He urged Council to add a special review and a setback to consider neighborhoods.

Mayor Muckle closed the public hearing.

Mayor Pro Tem Lipton said the idea we have not looked at the numbers is false. Revenue would be available to support staff as well as drug education and other general purposes. The amount of revenue will be dependent on the cultivation facilities opened. We are not considering this to just break even. He suggested a conversation about setbacks from residential areas perhaps at 1000 feet. He asked if that would still provide industrial land for cultivation.

Director Zuccaro felt the Lock Street storage would be excluded and the old City shop area would be excluded at 1000 feet.

Mayor Pro Tem Lipton wanted to talk about using an SRU process providing public opinion and criteria being met. Director Zuccaro noted there is an administrative SRU allowance and it should be specified if there needs to be public hearings.

Mayor Pro Tem Lipton noted he toured a cultivation facility in Boulder. Early on there were some odor issues. Now it was well regulated, this facility didn't use pesticides, and energy use is highly automated.

Councilmember Stolzmann noted a daycare could choose to come in after a marijuana business was in place. The residential buffer of 1000 feet is a well-reasoned approach.

Councilmember Maloney wondered about a buffer at CTC; there are homes there. Councilmember Stolzmann noted those are not zoned for residential. Councilmember Maloney wondered if special review was valuable once a buffer was in place. Mayor Pro Tem Lipton felt it would give all property owners an opportunity to weigh in.

Councilmember Keany addressed comments from residents and noted the limit on cultivation would be 150,000 total square footage. Grow operations are not allowed outside. The excise tax would cover expenses and there would be additional use tax. He noted the old City shops are still owned by the City. He supported a 1000 foot setback from residentially zoned areas and agreed an SRU is not necessary with a buffer but would not disagree with requiring a special review. He was not going to support this. He noted this would only leave the CTC area and they have already said it was a use they would not allow. He saw no benefit to having cultivation in Louisville.

Mayor Muckle generally agreed with Councilmember Keany. He stated he generally supports letting residents decide. He felt cultivation was not the best use of industrial land. He is not concerned about water and energy but had some concern about criminal activity. He was concerned about social equity affecting some neighborhoods and not others and felt the setback could solve that.

Councilmember Keany asked about the sign code and content regulation. Planner Ritchie said there are narrow limits for content on signs it and would have to be developed.

Councilmember Leh asked about setbacks. He visited a grow facility with Councilmember Loo and it was high tech next to one that was not. If setbacks of 1000 feet were established for residential zones how many facilities could be built with those restrictions. Director Zuccaro noted the only location would likely be in the CTC where currently private covenants apply and where the current owner would likely not allow the use.

Councilmembers and staff talked about areas that might qualify. Councilmember Leh noted strong opposition from the public he has heard from. He has heard less about the money but doesn't feel that is the main issue. There were votes on Council for putting this to the voters. He could vote against this tonight but thought he would vote in favor as this is an opportunity to get the public view. He thought it would give an opportunity for those affected to get out and campaign. He trusts the voters to make the right decision. Public discussion will be beneficial.

Mayor Pro Tem Lipton asked Director Zuccaro if setbacks went to 1250 feet would CTC still be included. The answer was yes.

**Motion:** Mayor Muckle moved to approve Ordinance No. 1776, Series 2019 as amended by the second reading amendments. Mayor Pro Tem Lipton seconded.

Councilmember Stolzmann noted that ordinance was for the excise tax and asked if the definition of average price of unprocessed retail marijuana should be included.

City Attorney Kelly said the average market rate definition should remain even with the change to the ballot title saying average price of unprocessed retail marijuana.

Councilmembers discussed the wording.

Councilmember Loo made a friendly amendment to have the portion of the ballot title read "THE AVERAGE MARKET RATE, WHICH IS THE AVERAGE PRICE OF UNPROCESSED RETAIL MARIJUANA THAT IS SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY". Motioner and seconder accepted the friendly amendment.

**VOTE:** Roll call vote – 7-0. Passed

**MOTION:** Mayor Muckle moved to approve Ordinance No. 1777, Series 2019 with an amendment to Section 5.11.030 to add a 1250 foot buffer to residentially zoned districts. Mayor Pro Tem Lipton seconded and offered a friendly amendment to include an additional item to Section 6 that says applicants will be subject to applicable SRU requirements. Mayor Muckle accepted the friendly amendment.

Mayor Muckle asked if the buffer should be in the ballot title. Attorney Kelly noted there were no references in the ballot title as to the specifics so it did not need to be added there.

Councilmember Stolzmann thought the buffer reference should be in the zoning section of the code. She suggested Section 17.16.237. Staff agreed. Mayor Muckle accepted as a friendly amendment.

Councilmember Loo felt with the setbacks and an SRU it becomes very complex.

Councilmember Stolzmann felt it was good to go to voters with this question. She read a letter from a resident about regulating different types of businesses. Council continues to face the question of what government can and should do. She noted she tries to be fair and even handed and these are the challenges with having an industrial park. She thought our regulations need to be in place in case CTC decides to change their rules.

**VOTE:** Roll call vote – 5-2 with Mayor Muckle and Councilmember Keany voting no.

Council took a short break.

**ORDINANCE NO. 1778, SERIES 2019 – AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS AT THE REGULAR ELECTION TO BE HELD NOVEMBER 5, 2019 A BALLOT ISSUE TO ALLOW THE CITY OF LOUISVILLE TO KEEP REVENUES THAT OTHERWISE WOULD BE REFUNDED, TO CONTINUE TO COLLECT THE TAX AT THE PREVIOUSLY APPROVED RATE, AND TO SPEND ALL REVENUES COLLECTED FOR OPERATING AND MAINTAINING THE LOUISVILLE RECREATION/SENIOR CENTER AND POOL FACILITIES AT MEMORY SQUARE PARK – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 7/14/19)**

City Attorney Kelly introduced the ordinance by title. Mayor Muckle opened the public hearing.

City Attorney Kelly noted at the 2016 election voters approved a .15% sales and use tax for maintaining the recreation center, senior center, and Memory Square pool. In connection with any new tax or tax increase the Taxpayers Bill of Rights (TABOR) requires the City to provide an estimate in the ballot issue of the amount of revenue to be raised in the first full year of the tax which was 2018. In the ballot issue notice mailed to voters the City was required to provide an estimate of 2018 fiscal year spending without the tax increase. The revenue raised by the new tax and the 2018 fiscal year spending

both exceeded those estimates. In such a case, without voter approval to keep the excess and retain the rate TABOR requires a refund of the excess revenues and the tax rate be reduced up to 100% in future years in proportion to the dollar excess. The excess recreation center revenues received in 2018 was \$270,795. The fiscal year spending for 2018 exceeded the estimate by \$4,662,787. These combined exceed the total recreation center tax received in 2018 so all of the revenue received by the tax increase would need to be refunded absent voter approval to retain the excess revenues. The tax rate would also be reduced to zero percent without voter approval to retain the rate. This ordinance seeks voter approval to retain the .15% tax rate approved by the voters in 2016 and would authorize the City to keep the excess revenues received in 2018. Both the Finance Committee and staff recommended referring this to the voters.

Mayor Muckle called for public comment. Hearing none he closed the public hearing.

Councilmember Maloney moved to approve Ordinance 1778, Series 2019.  
Councilmember Keany seconded.

Roll Call Vote: 7-0.

**RESOLUTION NO. 23, SERIES 2019 – A RESOLUTION APPROVING A FINAL  
PLANNED UNIT DEVELOPMENT TO ALLOW THE CONSTRUCTION OF A NEW  
22,500 SQUARE FOOT BUILDING AND ASSOCIATED IMPROVEMENTS FOR THE  
PROPERTY AT 602 TAYLOR AVENUE**

Planner Selvoski noted the notification requirements for this application were met. The request is for approval of a Planned Unit Development (PUD) for construction of a 22,500 SF, two-story building, along with landscaping, parking, and other site improvements.

The site is located in the Colorado Technology Center (CTC) at 602 S. Taylor Avenue. The property is zoned Industrial (I) and is subject to the Industrial Development Design Standards and Guidelines (IDDSG).

The property owner, Elixinol, LLC, currently leases approximately 10,000 SF in the building at 638 Taylor, immediately south of the subject property. They are seeking approval of a building along the northern portion of the property with an entrance on the southwest corner, fronting Taylor Avenue. Parking is proposed on the southern portion of the lot. The proposal includes an area for detention between the building frontage and Taylor Avenue on the western side of the property, an employee gathering area, and bicycle parking near the front of the building. The landscaping plan provides for trees along all sides of the property. The building design is tilt-up concrete with windows on all elevations and large expansions of glass at the southwest corner entry area.

The proposal meets the minimum parking required for the anticipated uses. The Planning Commission approved without conditions and staff recommends approval.

The applicant did not have a presentation but offered to answer questions. Mayor Muckle asked what the company does. The applicant noted Elixinol is a CBD manufacturer.

Mayor Pro Tem Lipton moved to approved Resolution No. 23, Series 2019.  
Councilmember Stolzmann seconded. All in favor.

### **DISCUSSION/DIRECTION – OPEN SPACE ZONING SCOPE OF WORK**

Director Moseley updated Council on the project. He reminded Council of the timeline so far. He present proposed properties to be included in the open space zoning phase III and noted there may be additional properties in the future.

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- Additional parcels at Daughenbaugh/Warembourg
- Walnut
- Coal Creek Trail (US 36 to Dillon)
- Dutch Creek
- Olson

Daughenbaugh/Warembourg includes the northern property boundary from South Polk Avenue east and terminating at North Hoover Avenue and includes the eastern property boundary from north Hoover Avenue south terminating at Mission Greens Park. It includes the trail corridor on the southwest corner of Daughenbaugh between Daughenbaugh Open Space and Heritage Park.

Councilmember Stolzmann asked why the trail corridor and not everything on the open space side was not included and suggested some changes to how this area is being looked at. Open Space Superintendent Brignull noted it was based on geographic features in the field and how the area is currently maintained. Director Mosely stated staff can look at the area again with those suggestions.

Councilmember Stolzmann wanted to identify the properties so there could be a plan for maintenance and management of city property.

Walnut – include the north-south trail corridor located on southwest corner of the property terminating at West Spruce Street. It excludes the Walnut Street road right-of-way located on the west and east side of the property.

Coal Creek Trail – includes the full extent of the trail corridor excluding the golf shop access road and excludes the existing road segment east of the Premier Members Credit Union. It includes a portion of the parcel south of Dillon Road while still meeting Public Works' request for future road right-of-way needs south of Dillon Road.

Councilmember Stolzmann suggested the street right-of-way be platted for a clear idea of where the street is. She wanted to know if the credit union driveway is on city property. Mayor Muckle agreed there was a need to understand where the right of way is.

Councilmember Maloney asked about space for the storage barn. Director Moseley noted staff has been looking at leaving room for expansion for that purpose.

Dutch Creek – excludes noncontiguous parcels along the south side of West Cherry Street and Bella Vista Drive and increases the Golf Course boundary to include an additional twenty-foot boundary around the golf course green and fairway. It excludes the West Cherry Street right-of-way and excludes the Elephant Park swing set. Alternatively we could zone this property following completion of the playground replacement.

Councilmember Stolzmann asked if the sprinklers in Elephant Park straddle the sidewalk and suggested the irrigation line be the delineation not the sidewalk. Superintendent Brignull noted it is in line with the tree row and irrigation.

Councilmember Stolzmann said at 0 South 90<sup>th</sup> Street it needs clear what that property is and how it is maintained. Superintendent Brignull noted one has formal trail others do not. Councilmember Stolzmann thought this should all be open space. South into the county, where the golf course touches the trail needs to be identified as part of city.

Mayor Muckle felt that might be expensive to survey.

Olson – Excludes the southernmost parcel to allow for additional Parks Board and staff discussion regarding the best future use of the area. It excludes road right-of-way at the request of Public Works, it excludes County Road. We will need to plat 96<sup>th</sup> Street to designate road right-of-way.

Councilmember Stolzmann felt the southern piece between the bridge and railroad should be designated open space. She supported platting the street all the way through this portion of the city. Just north of this area on Hwy 42 the east side should be designated open space adjacent to Mayhoffer.

Mayor Muckle wanted to get these open spaces zoned but did not want to have to fix things again. He was inclined to plat the southern part as open space.

Councilmember Loo noted the Parks Board looked at the southern piece and there was a suggestion for playing fields there. Superintendent Brignull noted staff looked at this largely based on Council's discussion of the possibility of a dog off-leash area or sports field. Staff did not want to limit future uses for that area. Director Moseley noted parking might limit uses for recreation.

Mayor Pro Tem Lipton remembered the conversation about the recreational possibilities and was hesitant to preclude that.

Councilmember Keany remembered sports area and dog off-leash area conversation. Zoning as open space might tie our hands.

Council agreed the southern triangle stay park land.

Director Moseley noted staff will take back the suggestions, look at projected costs, and take to the boards for input.

Mayor Muckle asked when this is done would there be any substantial open space not zoned. Superintendent Brignull noted there are a few properties remaining and there was some interest in zoning jointly owned properties within the city limits.

Mayor Muckle supported doing this work soon. Councilmembers agreed.

**ORDINANCE NO. 1779, SERIES 2019 – AN ORDINANCE ADOPTING A NEW SIGN CODE FOR THE CITY OF LOUISVILLE – 1<sup>ST</sup> READING, SET PUBLIC HEARING 9/3/19**

City Attorney Kelly introduced the ordinance by title. Mayor Muckle moved to approve on first reading and set the public hearing for 9/3; seconded by Mayor Pro Tem Lipton.

Voice vote, all in favor.

**CITY ATTORNEY'S REPORT**

No report.

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

Members discussed the advanced agenda and decided to make no changes at this time.

**ADJOURN**

Members adjourned at 10:33 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  
AUGUST 27**

**DATE: AUGUST 6, 2019**

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

**SUMMARY:**

Staff requests the City Council approve making the study session on August 27, 2019 a special meeting to give staff direction on the meeting items.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve August 27, 2019 as a special meeting

**ATTACHMENT(S):**

None

**SUBJECT:** APPROVAL OF RESOLUTION NO. 24, SERIES 2097 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2019 COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2019

**DATE:** AUGUST 6, 2019

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

**SUMMARY:**

The City will hold a regular election on November 5, 2019 for the election of three City Council members, the Mayor, the consideration of changes to the Recreation Sales Tax, consideration of a marijuana cultivation excise tax, and consideration of allowing marijuana cultivation with said tax. The election is part of a coordinated election pursuant to the Uniform Election Code of 1992 (the “Code”) and the Rules and Regulations of the Colorado Secretary of State (the “Rules”). The election held on November 5, 2019 will be conducted as a coordinated mail ballot election.

Attached is an intergovernmental agreement (IGA) with Boulder County for the conduct and administration of the coordinated election and provides for the City’s contribution to the costs of County coordination of such election. The attached resolution authorizes the City Manager and City Clerk to negotiate and approve final, non-substantive revisions to the IGA prior to signing.

**FISCAL IMPACT:**

The City budgeted \$25,000 for the 2019 election. The Boulder County Election Division has not yet provided a preliminary estimate for Louisville’s portion of the election. Should the cost of the election be more than what is budgeted, staff will bring a budget amendment at the end of the year.

**PROGRAM/SUB-PROGRAM IMPACT:**

The goals of the City Clerk subprogram are to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration, and support. This IGA allows the City to provide a transparent and efficient election that is also fiscally responsible for the City.

**RECOMMENDATION:**

Approve Resolution No. 24, Series 2019.

**SUBJECT: RESOLUTION NO. 24, SERIES 2019**

**DATE: AUGUST 6, 2019**

**PAGE 2 OF 2**

**ATTACHMENT(S):**

1. Resolution No. 24, Series 2019
2. Intergovernmental Agreement with the Boulder County Clerk and Recorder for the Conduct and Administration of the 2019 Coordinated Election to be held November 5, 2019

**STRATEGIC PLAN IMPACT:**

<input type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input checked="" type="checkbox"/>	 <b>Reliable Core Services</b>
<input type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input checked="" type="checkbox"/>	 <b>Collaborative Regional Partner</b>

**RESOLUTION NO. 24  
SERIES 2017**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2019 COORDINATED ELECTION TO BE HELD NOVEMBER 5, 2019**

**WHEREAS**, the City will hold a regular election on November 5, 2019 as a mail ballot election coordinated by the Boulder County Clerk and Recorder pursuant to the Uniform Election Code of 1992, as amended; and

**WHEREAS**, the attached Intergovernmental Agreement By and Between the City of Louisville and the Boulder County Clerk and Recorder for the Conduct and Administration of the 2019 Coordinated Election to be held November 5, 2019 (“Intergovernmental Agreement”) provides for the conduct and financing of such coordinated election;

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

**Section 1.** The proposed Intergovernmental Agreement, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

**Section 2.** The Mayor and City Clerk are hereby authorized to execute the attached Intergovernmental Agreement on behalf of the City of Louisville, except that such persons are hereby further authorized to negotiate and approve such revisions to the Intergovernmental Agreement as are determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Intergovernmental Agreement are not altered.

**Section 3.** Pursuant to C.R.S. Section 31-10-102.7, the City will utilize the requirements and procedures of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., as amended, in lieu of the Colorado Municipal Election Code of 1965, article 10 of title 31, C.R.S., as amended, with respect to the special election to be held on November 7, 2017, and such election shall be conducted as part of the coordinated mail ballot election.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2019

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
LOUISVILLE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE  
CONDUCT AND ADMINISTRATION OF THE 2019 COORDINATED ELECTION TO  
BE HELD NOVEMBER 5, 2019**

This Intergovernmental Agreement for coordinated election (“IGA”) is made and entered into by and between the City of Louisville (the “Jurisdiction”), and the County Clerk and Recorder for Boulder County, Colorado (the “County Clerk” or “Clerk”) (together “the Parties”).

**1. RECITALS AND PURPOSES**

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 5, 2019 (the “Election”) shall be conducted as a “mail ballot election” as defined in the Uniform Election Code of 1992 (“the Code”) and the Rules and Regulations of the Colorado Secretary of State (“the Rules”); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes (“C.R.S.”), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

**2. GENERAL MATTERS**

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder Molly Fitzpatrick will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Meredyth Muth, City Clerk, as its “Election Officer” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. If the Code requires a “designated election official” within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 27, 2019.

### **3. RESPONSIBILITIES OF THE COUNTY CLERK**

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 6, 2019 certification of the ballot, without the approval of the County Clerk or as directed by the Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction shall return the final draft form ballot proofs on or before September 13, 2019. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 11, 2019 and October 18, 2019. In cooperation and coordination with the Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 **Voter Service and Polling Centers.** The County Clerk shall provide Voter Service and Polling Centers from October 28, 2019 through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in 4 locations across Boulder County (Boulder, Lafayette, Longmont and University of Colorado - Boulder).

3.5 **Additional ballots.** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 **Mail ballots.** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 **Ballot security.** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 **Election Judges.** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 **TABOR Notice.** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 **Testing.** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 **Election Support.** The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 5, 2019 shall start to be counted the night of the Election and may extend until the next day. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before 7:00 pm on November 14, 2019.

3.13 **Certification of results.** Jurisdictions shall be issued a certified statement of results by November 27, 2019.

#### 4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2019 and the date of the signing of this IGA, the jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 ***Ballot content and layout.*** No later than September 6, 2019, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.3 ***Audio for visually impaired.*** Within 7 days of the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall submit to the Clerk a high quality audio recording with the name of each candidate clearly spoken on the recording. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by noon on September 20, 2019. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and allow the Jurisdiction time to proofread their portion of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review, proofread, and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.6 ***Testing.*** The Jurisdiction must provide two people to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 7, 2019, and may take place over a number of days.

4.7 ***Cancellation of Election by the Jurisdiction.*** If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The

Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdictions election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

## **5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS**

**5.1 *Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2019 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

**5.2 *Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

**5.3 *Non-resident property owners entitled to vote.*** Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 18, 2019, 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and self-affirmation to establish eligibility. See **Attachment A** – Non-Resident Property Owner Letter (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

## **6. PAYMENT**

**6.1 *Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County and the political subdivisions participating in the Election.

**6.2 *Responsibility for costs.*** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the coordinated election on behalf of the Jurisdiction.

**6.3 State Election Costs.** The State of Colorado’s share of the costs of conducting the election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the state.

**6.4 Invoice.** The Jurisdiction shall pay the County Clerk the Jurisdiction’s share of the Clerk’s costs and expenses in administering the Election within thirty days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

**6.5 Cost Allocation.** The County Clerk will determine the jurisdiction’s invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the coordinated election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR notice publication and mailing costs will also be billed for in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the Clerk agrees to a longer period of time.

**6.6 Disputes.** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

## 7. MISCELLANEOUS

**7.1 Notices to Parties.** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:  
Molly Fitzpatrick  
1750 33rd St., Suite 200  
Boulder, CO 80301-2546  
303-413-7700  
Fax: 303-413-7728  
E-mail: mfitzpatrick@bouldercounty.org

To Election Officer:  
Meredyth Muth  
719 Main Street  
Louisville CO 80027  
303.335.4536  
Fax: 303.335.4550  
E-mail: meredythm@louisvilleco.gov

**7.2 Amendment.** This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.

**7.3 Integration.** The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.



**SUBJECT: APPROVAL OF T-MOBILE CONTRACT AMENDMENT**

**DATE: AUGUST 6, 2019**

**PRESENTED BY: NATHAN MOSLEY, DIRECTOR OF PARKS, RECREATION AND OPEN SPACE**

**SUMMARY:**

In early 2016 with consultation with the City Attorney, the City provided the required notice pursuant to Sections 9 and 19 of the current lease agreement that T-Mobile would need to temporarily relocate their facilities during the expansion and renovation of the Louisville Recreation & Senior Center and then permanently relocate them at the conclusion of the project.

The attached second amendment to the site lease for T-Mobile is to approve rent abatement due to expenses incurred by T-Mobile during the expansion and renovation of the Recreation & Senior Center. Pursuant to Section 9 of the current lease agreement, all direct expenses incurred by T-Mobile in the relocation of their facilities will be paid for by T-Mobile and abated from the rent until the full cost of the relocation is reimbursed.

T-Mobile tracked their expenses throughout the project. Those expenses totaled \$213,348 and were verified by the City's owner's rep, Dunakilly.

**FISCAL IMPACT:**

Currently, the city is receiving \$1638 in monthly rent for the lease agreement. The rent increases annually based on the current lease agreement with T-Mobile. Rent abatement will be for 9 years and 5 months based on the attached rent spreadsheet. Monthly rent payments will resume in December 2028. Based on the annual escalators included in the lease agreement T-Mobile will be paying monthly rent of \$1982 in 2028 and this will increase to \$2181 in June of 2029.

**PROGRAM/SUB-PROGRAM IMPACT:**

Recreation

**RECOMMENDATION:**

City Council approve the second amendment to the T-Mobile lease contract.

**ATTACHMENT(S):**

1. Second Amendment to Site Lease
2. Original Site Lease
3. Louisville – Rent Abatement – Rent Worksheet

**SUBJECT: T-MOBILE LEASE AGREEMENT**

**DATE: AUGUST 6, 2019**

**PAGE 2 OF 2**

**STRATEGIC PLAN IMPACT:**

<input checked="" type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input type="checkbox"/>	 <b>Reliable Core Services</b>
<input type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input type="checkbox"/>	 <b>Collaborative Regional Partner</b>

## SECOND AMENDMENT TO SITE LEASE WITH OPTION

THIS SECOND AMENDMENT TO SITE LEASE WITH OPTION (the "Second Amendment") is entered into effective as the date of execution by the last party to sign ("Effective Date"), by and between City of Louisville, a Colorado home rule municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, as successor-in-interest to VoiceStream PCS II Corporation, a Delaware corporation ("Tenant").

### RECITALS

**WHEREAS**, Landlord and Tenant (or their predecessors in interest) entered into that certain **Site Lease with Option** dated **June 23, 2004** (including all amendments, the "**Lease**"), whereby Landlord leased to Tenant certain premises described therein ("**Premises**"), that are a portion of the property located at 900 W. Via Appia, Louisville, Colorado (the "**Property**"); and

**WHEREAS**, Landlord and Tenant (or their predecessors in interest) adopted a First Amendment to the Lease, effective January 7, 2005, for the purpose of replacing Exhibit B to the Lease (Location of Premises within the Property); and

**WHEREAS**, Landlord recently made improvements to the Property that impacted Tenant's equipment installed within its leased Premises; and

**WHEREAS**, Landlord has reviewed information relating to the costs of the impacts provided by the Tenant which it finds to be credible and reliable; and

**WHEREAS**, Landlord and Tenant desire to further amend the Lease to provide Tenant an abatement of rent in consideration of the costs to Tenant to relocate its Antenna Facilities within the Premises; and

**WHEREAS**, Landlord and Tenant desire to further amend the Lease by replacing the Revised Exhibit B with a Second Revised Exhibit B; and

**WHEREAS**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, in their mutual interest, wish to amend the Lease on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 4. (Rent) of the Lease is hereby amended starting on line 5 of the paragraph, after "• ***Year 3 and thereafter - \$1,354.00 per month***" by inserting the following:
  - ***Beginning on December 1, 2028 – \$1,982.39 per month***
  - ***Beginning on June 23, 2029 – \$2,180.63 per month***

2. Beginning on July 1, 2019, and for a period of nine (9) years and five (5) months ending on November 30, 2028 (the "Rent Abatement Period"), the Tenant shall be granted a full abatement of the Rent (the "Rent Abatement") due the Landlord under Section 4 of the Lease in recognition of the costs incurred by the Tenant to relocate its Antenna Facilities on the Premises, which relocation was necessitated by Landlord's changes to the Property.. Following the Rent Abatement Period, Tenant shall pay Landlord the amounts set forth below as Rent:

- *Beginning on December 1, 2028 – \$1,982.39 per month*
- *Beginning on June 23, 2029 – \$2,180.63 per month*

Rent payable after the Rent Abatement Period shall remain subject to all provisions of the Lease, as amended.

3. Section 12. (Notices) of the Lease is hereby amended starting on line 5 of the paragraph, deleting the contact blocks for "If to Tenant, to:" and "With a copy to:" by inserting the following:

<u>If to Tenant, to:</u>	T-Mobile USA, Inc. 12920 SE 28 <sup>th</sup> Street Bellevue, WA 98006 Attn: Lease Compliance/Dn03468E	<u>With a copy to:</u>	_____
			_____
			_____

4. Section 12. (Notices) of the Lease is hereby further amended starting after the block for "If to Landlord, to:" and after "With a copy to:" by inserting the following:

With a copy to: Louisville Recreation and Senior Services  
Attn: Director  
900 West Via Appia Way  
Louisville, CO 80027

5. Exhibit B Replaced. Exhibit B attached to the Lease and Revised Exhibit B attached to First Amendment are deleted in their entirety and replaced with the "Second Revised Exhibit B" attached and incorporated herein by this reference. Any references to "Exhibit B" or "Revised Exhibit B" shall hereafter refer to the "Second Revised Exhibit B."

6. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment.

**LANDLORD:**

**City of Louisville, a Colorado home rule municipal corporation**

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

Print Name: \_\_\_\_\_

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

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

**ATTEST:**

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

**TENANT:**

**T-Mobile West LLC**

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

Print Name: Scott W. DuBuke

Title: Area Director, Network Engineering & Operations

Date: 7/16/19

**TMO** Digitally signed by  
**Legal** TMO Legal  
Date: 2019.07.15 12:40:34 -04'00'

Site ID DN03468E  
Site Name Louisville Recreation and Senior Center

**Second Revised Exhibit B**  
(Attach final construction drawings)

# T-Mobile

**SITE NAME:** LOUISVILLE REC CENTER  
**SITE NUMBER:** DN03468E  
**SITE ADDRESS:** 900 VIA APPIA  
 LOUISVILLE, CO 80027  
**COORDINATES:** 39.974983°, -105.157825°

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE SERVICES IS STRICTLY PROHIBITED.

L700



Know what's below.  
Call before you dig.

T-Mobile

18400 EAST 22ND AVENUE  
AURORA, CO 80011

**PROJECT INFORMATION**  
**SITE NAME:**  
 LOUISVILLE REC CENTER  
**SITE ID:**  
 DN03468E

**SITE ADDRESS:**  
 900 VIA APPIA WAY  
 LOUISVILLE, CO 80027

NO.	DATE	DOC.	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-29-18	CM	PRELIM REV D
6	05-18-18	CM	PRELIM REV E
7	12-12-18	CM	CONSTRUCTION
8	02-07-19	ASUM	REV CONST.
9	03-01-19	AS	PRELIM CONST.
10	04-01-19	AS	PRELIM CONST.
11	04-03-19	ASUM	REV CONST.

PLANS PREPARED BY:

**CENTERLINE SOLUTIONS**

18035 TABLE MOUNTAIN PARKWAY  
 GOLDEN, CO 80403  
 303.983.3283  
 WWW.CENTERLINESOLUTIONS.COM

LICENSE NUMBER:

ALL SCALES ARE SET FOR 1" = 10' SHEET

DRAWN BY: CMK BY: APV BY:  
 AS CM KS

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1.0

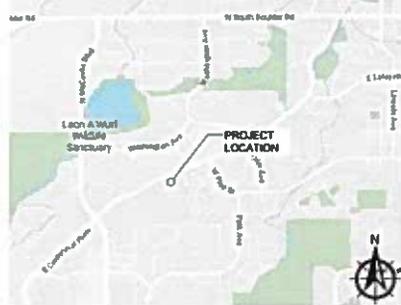
## SHEET INDEX

T#	TITLE SHEET
A1.0	OVERALL SITE PLAN
A1.1	EXISTING AND NEW SITE PLAN
A1.2	EQUIPMENT AREA DETAILS
A2.0	ELEVATIONS
A2.1	ELEVATIONS
A2.2	ELEVATIONS
A2.3	PERSPECTIVES
A2.4	PERSPECTIVES
A3.0	EXISTING & NEW ANTENNA LAYOUTS
A3.1	RFD5 CONFIGURATION
A4.0	ANTENNA MOUNTING DETAILS
A5.0	ANTENNA DETAILS
A6.0	DETAILS
GN1	GENERAL NOTES

## GENERAL CONSTRUCTION NOTES

- THE FACILITY IS AN UNOCCUPIED WIRELESS FACILITY.
- PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL CONTACT LOCAL DIGGERS HOTLINE 48 HOURS PRIOR TO PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

## VICINITY MAP



## SITE INFORMATION

**PROPERTY OWNER:**  
 CITY OF LOUISVILLE  
 749 MAIN ST.  
 LOUISVILLE, CO 80227

**APPLICANT:**  
 T-MOBILE WEST LLC  
 18400 EAST 22ND AVENUE  
 AURORA, CO 80011  
 PH: 303.313.8823

**SITE ACQUISITION CONSULTANT:**  
 CENTERLINE SOLUTIONS  
 18035 TABLE MOUNTAIN PARKWAY  
 GOLDEN, CO 80403  
 ANNE MACKIEWICZ  
 PH: 303.801.7241

**AME:**  
 CENTERLINE SOLUTIONS  
 18035 TABLE MOUNTAIN PARKWAY  
 GOLDEN, CO 80403  
 PM: ADAM SMITH PH: 303.803.3283 x1224  
 PE: JEREMY MIRONAS, PE  
 EE: PATRICK KEARNS, PE

**CONSTRUCTION MANAGEMENT:**  
 T-MOBILE WEST LLC  
 18400 EAST 22ND AVENUE  
 AURORA, CO 80011  
 JAMES WISNER  
 PH: 303.313.8823

**GOVERNING CODES, AS APPLICABLE:**  
 2018 IBC, 2018 IFC, 2018 IMC, 2018 EBC,  
 2018 IECC, 2017 NEC

**ZONING DESIGNATION:**  
 NOT REQUIRED PER IBC 1103.2.8

## PROJECT DESCRIPTION

MODIFICATION OF AN EXISTING T-MOBILE "NON-HABITABLE" TELECOMMUNICATIONS SITE CONSISTING OF RELOCATION OF (8) T-MOBILE ANTENNAS & (9) T-MOBILE RRN FROM ROOFTOP TO NEWLY RENOVATED BUILDING FACADE MOUNTED BY INSTALLING (8) NEW WALL MOUNTS. NO LINE VOLT WORK REQUIRED.

## DRIVING DIRECTIONS TO SITE

FROM 18400 EAST 22ND AVENUE AURORA, CO 80011: DEPART ON EAST 22ND AVENUE TOWARD TOWER ROAD. NEXT TURN NORTH ONTO TOWER ROAD (0.8 MI). MERGE ONTO I-70 W (8.0 MI). TAKE EXIT 270 A FOR I-270 W TOWARD FORT COLLINS / BOULDER (0.4 MI). CONTINUE NORTHWEST ON I-270 W (5.1 MI). MERGE ONTO US-36 W (13.9 MI). TAKE THE MCCASLIN BOULEVARD EXIT TOWARD CO-170 W / SUPERIOR / LOUISVILLE (0.2 MI). TURN NORTH ONTO MCCASLIN BOULEVARD (1 MI). TURN NORTHEAST ONTO VIA APPIA WAY (0.4 MI). THE SITE WILL BE ON THE NORTH SIDE OF THE ROAD. ACCESS TO EQUIPMENT VIA T-MOBILE COMBINATION LOCK ON COMPOUND GATE ON NORTHEAST SIDE OF BUILDING. ACCESS TO ANTENNAS TO BE COORDINATED WITH PROPERTY OWNER LISTED ON THIS SHEET.

## SITE PHOTO



**T-Mobile**

18400 EAST 22ND AVENUE  
AURORA, CO 80011

**PROJECT INFORMATION**

SITE NAME  
**LOUISVILLE REC CENTER**  
SITE ID  
**DN03488E**

SITE ADDRESS  
833 VIA APPA WAY  
LOUISVILLE, CO 80227

NO.	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-29-18	CM	PRELIM REV D
8	09-18-18	CM	PRELIM REV E
7	12-12-18	CM/AS	CONSTRUCTION
8	02-07-19	AS/AM	REV CONST.
9	03-01-19	AS	PRELIM CONST.
10	04-01-19	AS	PRELIM CONST.
11	04-03-19	AS/AM	REV CONST.

**PLANS PREPARED BY:**

**CENTERLINE**  
SOLUTIONS

18035 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303.963.3283  
WWW.CENTERLINESOLUTIONS.COM

**LICENSE NUMBER**



ALL SCALES ARE SET FOR 11" x 17" SHEET

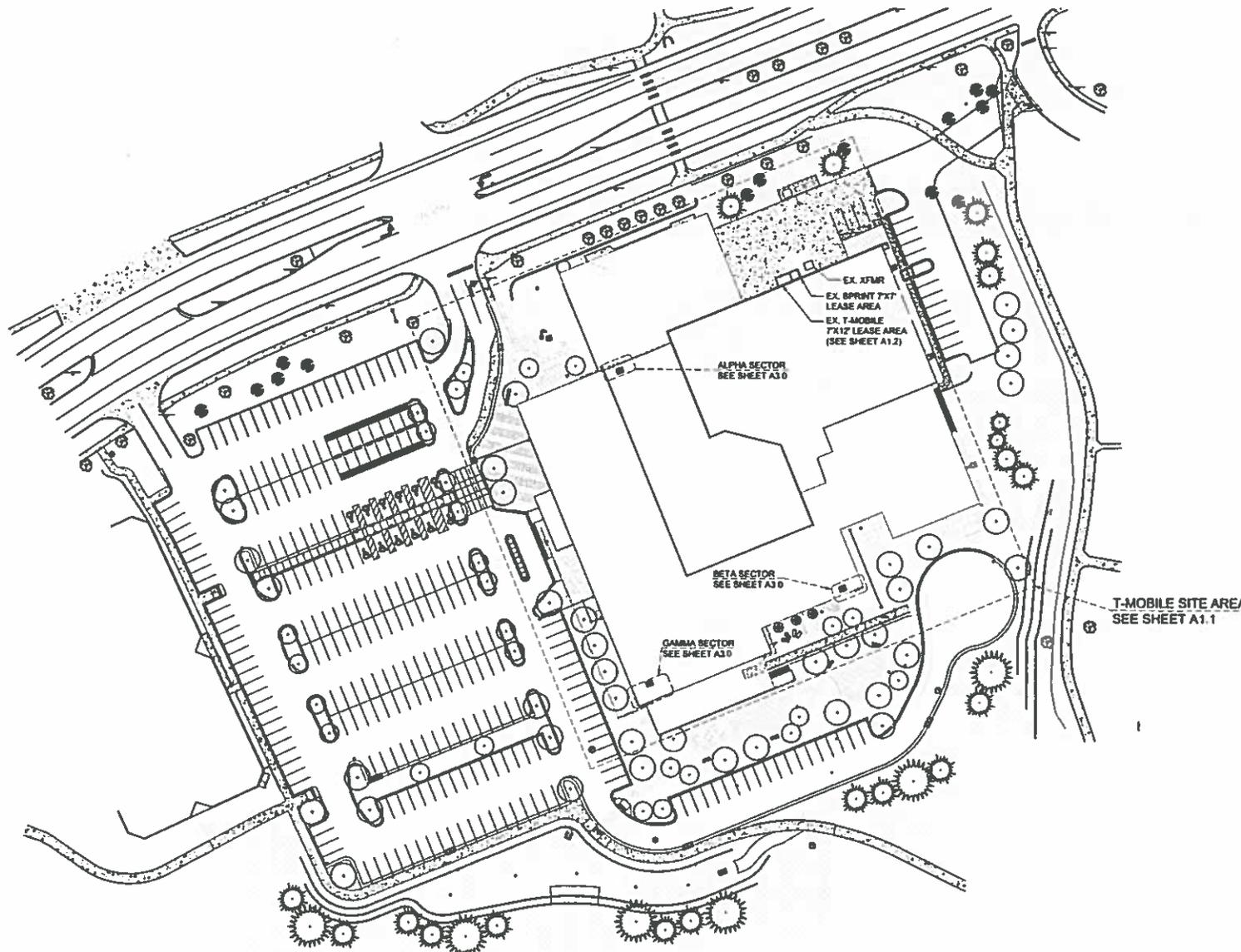
DRAWN BY	CHEK BY	APV BY
AS	CM	KS

**SHEET TITLE**

**OVERALL SITE PLAN**

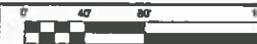
**SHEET NUMBER**

**A1.0**



1 DETAILED SITE PLAN

SCALE: 1" = 80'-0" (11X17)  
SCALE: 1" = 40'-0" (22X34)



NO.	DATE	CHK.	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	06-29-18	CM	PRELIM REV D
6	09-18-18	CM	PRELIM REV E
7	12-12-18	AS/MS	CONSTRUCTION
8	02-07-19	AS/MS	REV CONST
9	03-01-19	AS	PRELIM CONST
10	04-01-19	AS	PRELIM CONST
11	04-03-19	AS/MS	REV CONST

PLANS PREPARED BY:



18035 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303 983 3283  
WWW.CENTERLINESOLUTIONS.COM

LICENSE NUMBER



ALL SCALES ARE SET FOR 11" x 17" SHEET

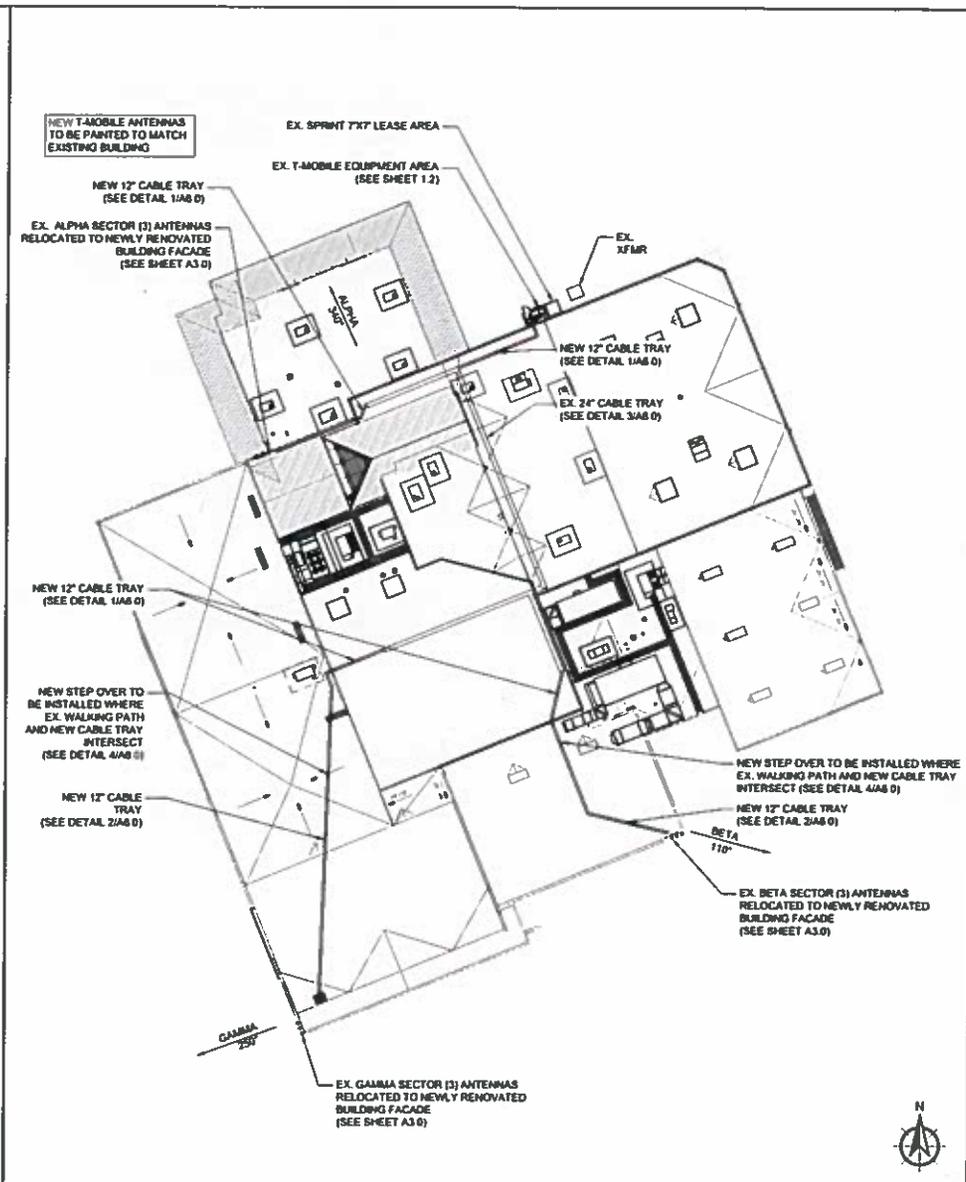
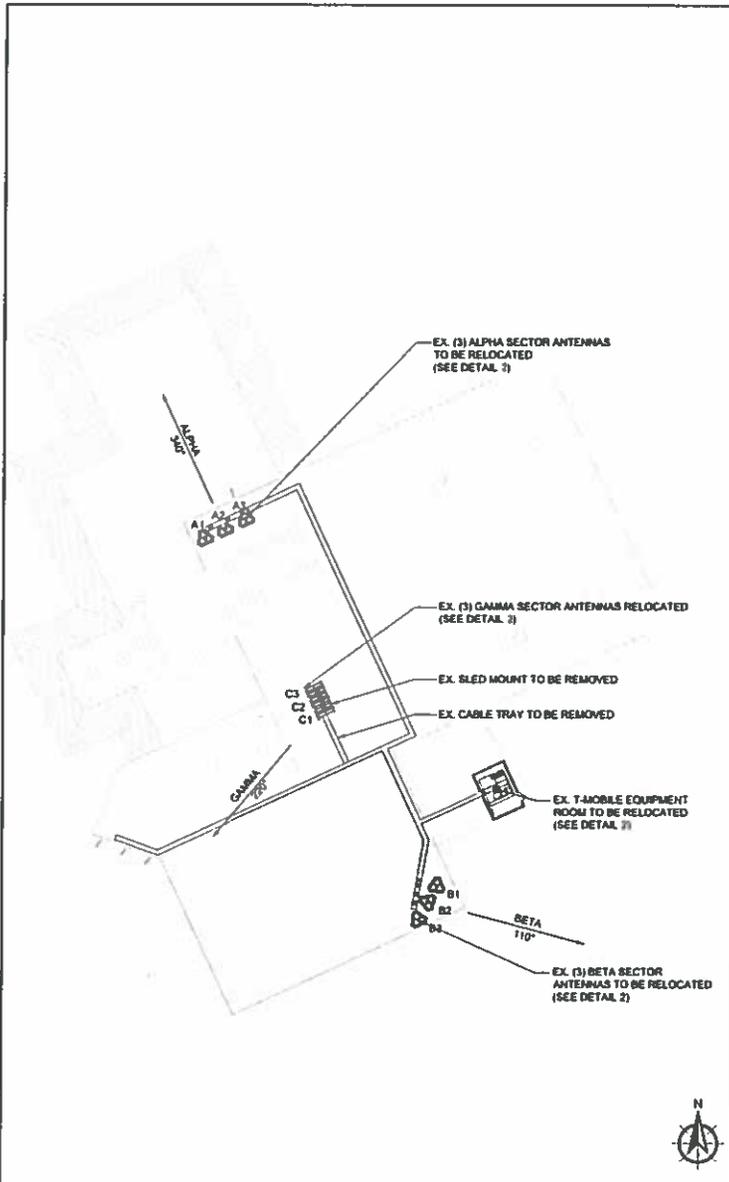
DRAWN BY:	CHK BY:	APP BY:
AS	CM	MS

SHEET TITLE:

**EXISTING AND NEW  
SITE PLAN**

SHEET NUMBER:

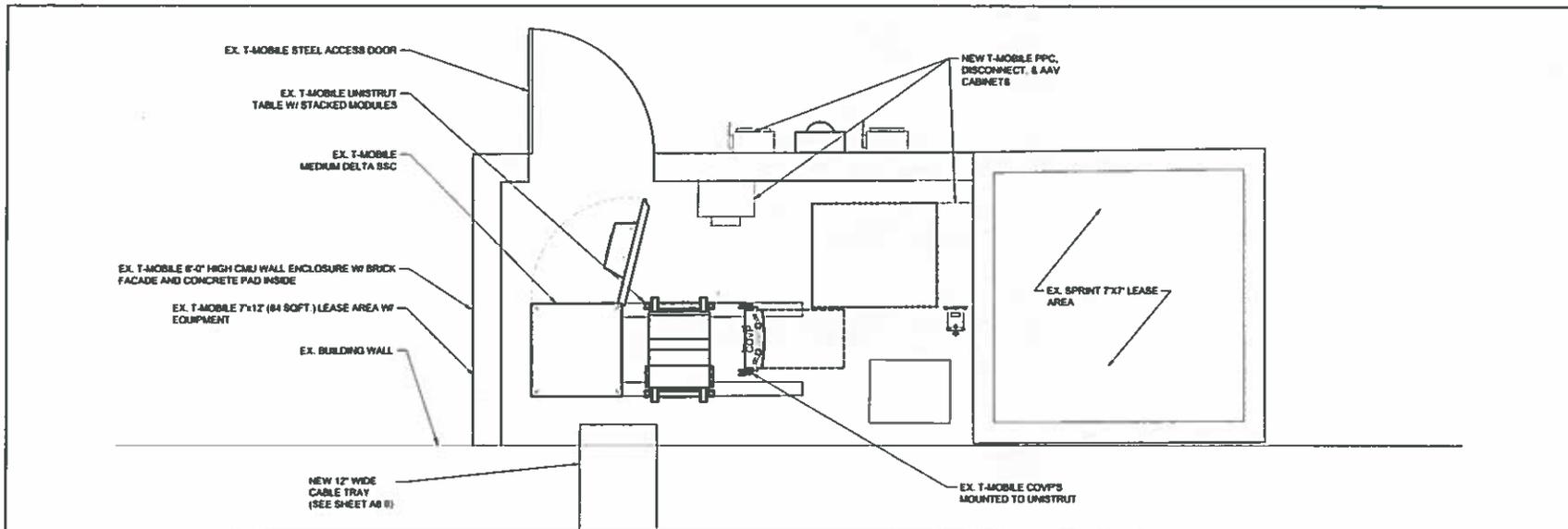
**A1.1**



**1 EXISTING SITE PLAN**  
SCALE: 1" = 50'-0" (11X17)  
SCALE: 1" = 25'-0" (22X34)

**2 NEW SITE PLAN**

SCALE: 1" = 80'-0" (11X17)  
SCALE: 1" = 30'-0" (22X34)



1 EXISTING EQUIPMENT COMPOUND

SCALE: 3/4" = 1'-0" (11X17)  
 SCALE: 1/2" = 1'-0" (22X34)

2 NOT USED

SCALE: NTS  
 SCALE: NTS

NOT TO SCALE

**T-Mobile**

1800 EAST 22ND AVENUE  
 AURORA, CO 80011

PROJECT INFORMATION

SITE NAME  
**LOUISVILLE REC CENTER**

SITE ID  
**DN03488E**

SITE ADDRESS  
 803 VIA APPA WAY  
 LOUISVILLE, CO 80227

NO.	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-28-18	CM	PRELIM REV D
6	09-18-18	CM	PRELIM REV E
7	12-12-18	CM/AS	CONSTRUCTION
8	02-07-19	AS/AM	REV CONST.
9	03-01-19	AS	PRELIM CONST.
10	04-01-19	AS	PRELIM CONST.
11	04-03-19	AS/AM	REV CONST.

PLANS PREPARED BY:

**CENTERLINE SOLUTIONS**

18035 TABLE MOUNTAIN PARKWAY  
 GOLDEN, CO 80403  
 303 890 3283  
 WWW.CENTERLINESOLUTIONS.COM

LICENSURE NUMBER

ALL SCALES ARE SET FOR 11" x 17" SHEET

DRAWN BY:	CHK BY:	APV BY:
AS	CM	KS

SHEET TITLE

**EQUIPMENT AREA DETAILS**

SHEET NUMBER

**A1.2**



18400 EAST 22ND AVENUE  
AURORA, CO 80011

PROJECT INFORMATION

SITE NAME:  
**LOUISVILLE REC CENTER**  
SITE ID:  
**DN03468E**

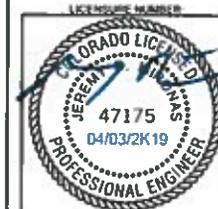
SITE ADDRESS  
800 VIA APPA WAY  
LOUISVILLE, CO 80027

NO	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-29-18	CM	PRELIM REV D
6	09-18-18	CM	PRELIM REV E
7	12-11-18	CM/MS	CONSTRUCTION
8	02-07-19	AS/MS	REV CONST
9	03-01-19	AS	PRELIM CONST
10	04-01-19	AS	PRELIM CONST
11	04-03-19	AS/MS	REV CONST

PLANS PREPARED BY:



18035 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303 983 3253  
WWW.CENTERLINESOLUTIONS.COM



ALL SCALES ARE SET FOR 11" X 17" SHEET

DRAWN BY: CM  
CHK BY: CM  
APV BY: KS

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A2.0

- NOTES:
- NO WORK SHALL COMMENCE WITHOUT APPROVED STRUCTURAL (AMA) ANTENNA MOUNTING ANALYSIS REPORT (SIGNED AND SEALED) TO BE PROVIDED UNDER SEPARATE COVER.
  - CONTRACTOR PRIOR TO CONSTRUCTION SHALL REVIEW APPROVED (AMA) ANTENNA MOUNTING ANALYSIS REPORT SUPPLIED BY T-MOBILE AND MODIFY IF REQUIRED ALL APPLICABLE MEMBERS AS INDICATED IN CERTIFIED STRUCTURAL REPORT PRIOR TO INSTALLATION ON STRUCTURE. STRUCTURAL ANALYSIS BY CENTERLINE SOLUTIONS, DATED 05/24/2017

EX. (3) GAMMA SECTOR ANTENNAS TO BE REMOVED AND EX. EQUIPMENT RELOCATED NEAR TO ANTENNA (EXISTING AZMUTH TO REMAIN)

EX. (3) BETA SECTOR ANTENNAS TO BE REMOVED

EX T-MOBILE ANTENNA RAD CENTER (GAMMA)  
ELEV 33'-2"

T-MOBILE ANTENNA RAD CENTER (BETA)  
ELEV 33'-4"

EX. GRADE  
ELEV 0'-0"

EX BUILDING

1 EXISTING SOUTH ELEVATION

SCALE: 1" = 30'-0" (1:1X17)

SCALE: 1" = 15'-0" (2:1X34)



- NOTES:
- NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING.
  - NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL.

(2) NEW 6' AND (1) NEW 7' TALL GAMMA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A3 0)

(2) NEW 7' AND (1) NEW 8' TALL BETA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A3 0)

NEWLY RENOVATED BUILDING

T-MOBILE ANTENNA RAD CENTER (GAMMA)  
ELEV 128'-0"

ROOF LEVEL  
128'-0"

T-MOBILE ANTENNA RAD CENTER (BETA)  
121'-0"

MEZZANINE LEVEL  
116'-0"

MAIN LEVEL  
100'-0"

EX. GRADE  
ELEV 0'-0"

2 NEW SOUTH ELEVATION

SCALE: 1" = 30'-0" (1:1X17)

SCALE: 1" = 15'-0" (2:1X34)



**T-Mobile**

18400 EAST 22ND AVENUE  
AURORA, CO 80011

**PROJECT INFORMATION**

**SITE NAME:**  
LOUISVILLE REC CENTER  
**SITE ID:**  
DN03468E

**SITE ADDRESS:**  
80 VIA APPA WAY  
LOUISVILLE, CO 80227

NO.	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-29-18	CM	PRELIM REV D
6	08-18-18	CM	PRELIM REV E
7	12-12-18	CM/KS	CONSTRUCTION
8	02-07-19	AS/JM	REV CONST
9	03-01-19	AS	PRELIM CONST
10	04-01-19	AS	PRELIM CONST
11	04-03-19	AS/JM	REV CONST

**PLANS PREPARED BY:**

**CENTERLINE SOLUTIONS**

18025 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303.983.3283  
WWW.CENTERLINESOLUTIONS.COM

**LICENSE NUMBER**



ALL SCALES ARE SET FOR 11" x 17" SHEET

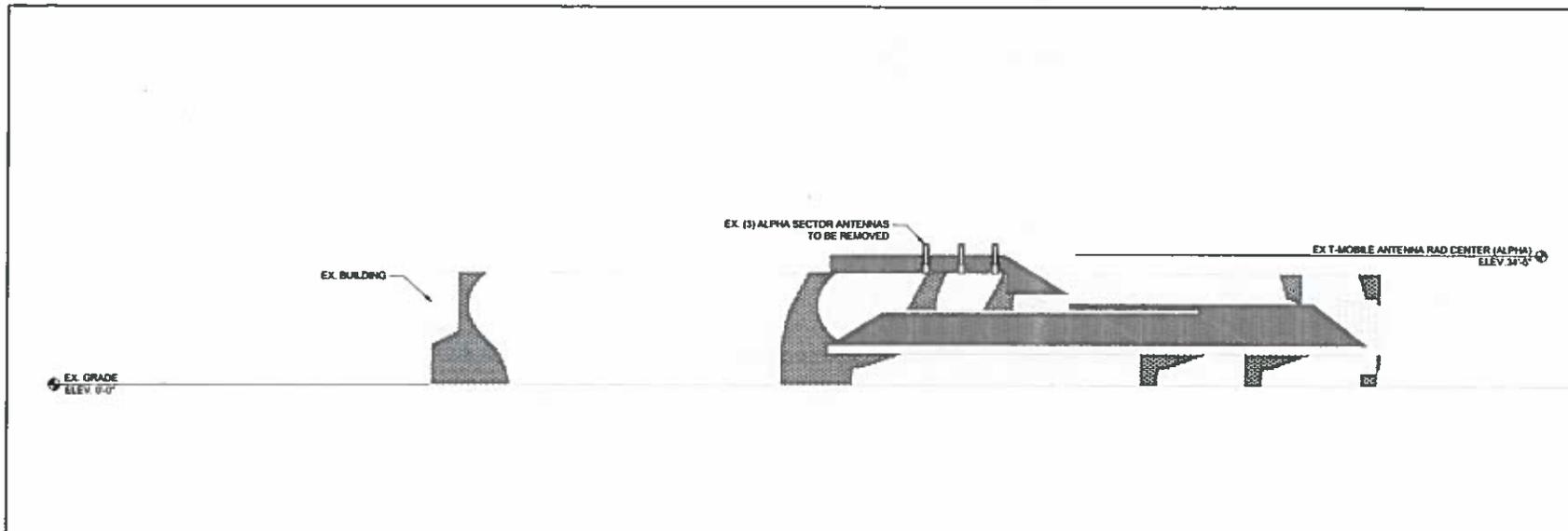
**DRAWN BY:** AS **CHK BY:** CM **APV BY:** KS

**SHEET TITLE:**

**ELEVATIONS**

**SHEET NUMBER:**

**A2.1**



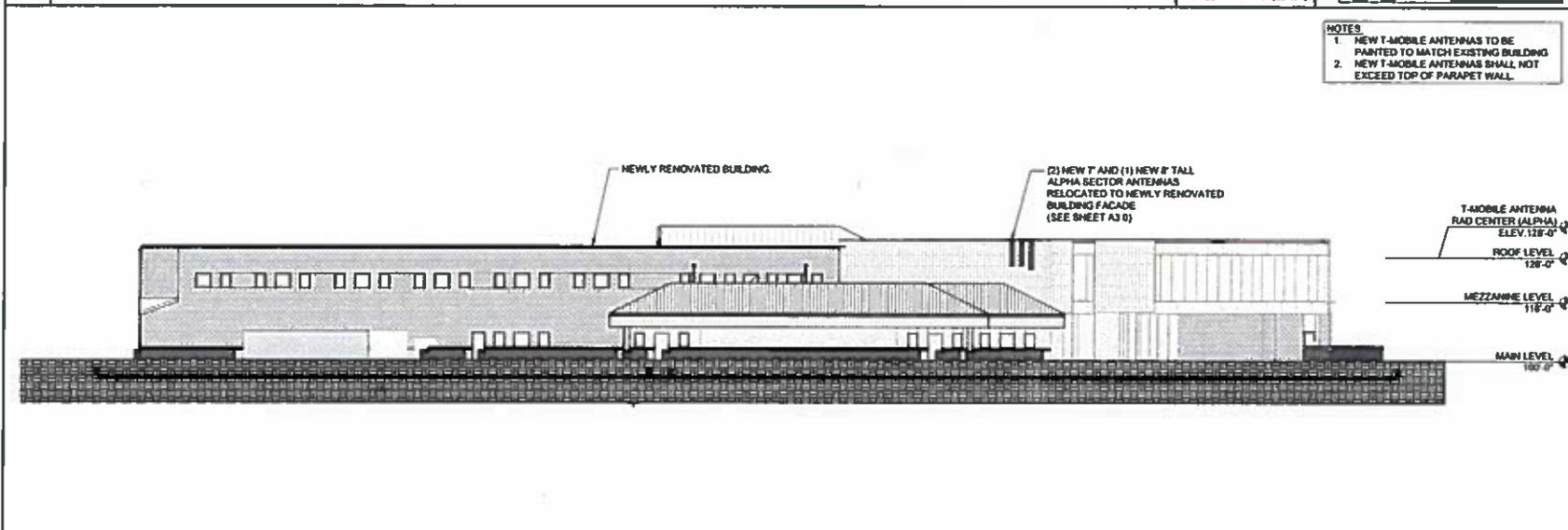
**1 EXISTING NORTH ELEVATION**

SCALE: 1/8" = 1'-0" (11X17)

SCALE: 1/4" = 1'-0" (22X34)



**NOTES**  
1. NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING  
2. NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL.



**2 NEW NORTH ELEVATION**

SCALE: 1/8" = 1'-0" (11X17)

SCALE: 1/4" = 1'-0" (22X34)



**T-Mobile**

18400 EAST 22ND AVENUE  
AURORA, CO 80011

**PROJECT INFORMATION**

SITE NAME:  
**LOUISVILLE REC CENTER**  
SITE ID:  
**DN03468E**

SITE ADDRESS:  
800 VIA APPA WAY  
LOUISVILLE, CO 80027

NO.	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	06-25-18	CM	PRELIM REV D
6	09-18-18	CM	PRELIM REV E
7	12-12-18	CM	CONSTRUCTION
8	02-07-19	AS/UM	REV CONST.
9	03-01-19	AS	PRELIM CONST.
10	04-01-19	AS	PRELIM CONST.
11	04-03-19	AS/UM	REV CONST.

**PLANS PREPARED BY**

**CENTERLINE SOLUTIONS**

18035 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303.983.3293  
WWW.CENTERLINESOLUTIONS.COM

**LICENSE NUMBER**



ALL SCALES ARE IN FEET FOR 11" x 17" SHEET

DRAWN BY: CM BY: APV BY:  
AS CM KS

**SHEET TITLE**

**ELEVATIONS**

**SHEET NUMBER**

**A2.2**

1 NOT USED

SCALE: 1/8" = 1'-0" (11X17)

SCALE: 1/4" = 1'-0" (22X34)



**NOTES**

- NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING
- NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL.

(2) NEW 7' AND (1) NEW 8' TALL GAMMA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A3 D)

NEWLY RENOVATED BUILDING

T-MOBILE ANTENNA RAD CENTER (GAMMA) ELEV. 128'-0"

ROOF LEVEL 128'-0"

MEZZANINE LEVEL 118'-0"

MAP LEVEL 107'-0"

2 NEW WEST ELEVATION

SCALE: 1/8" = 1'-0" (11X17)

SCALE: 1/4" = 1'-0" (22X34)



**NOTES**

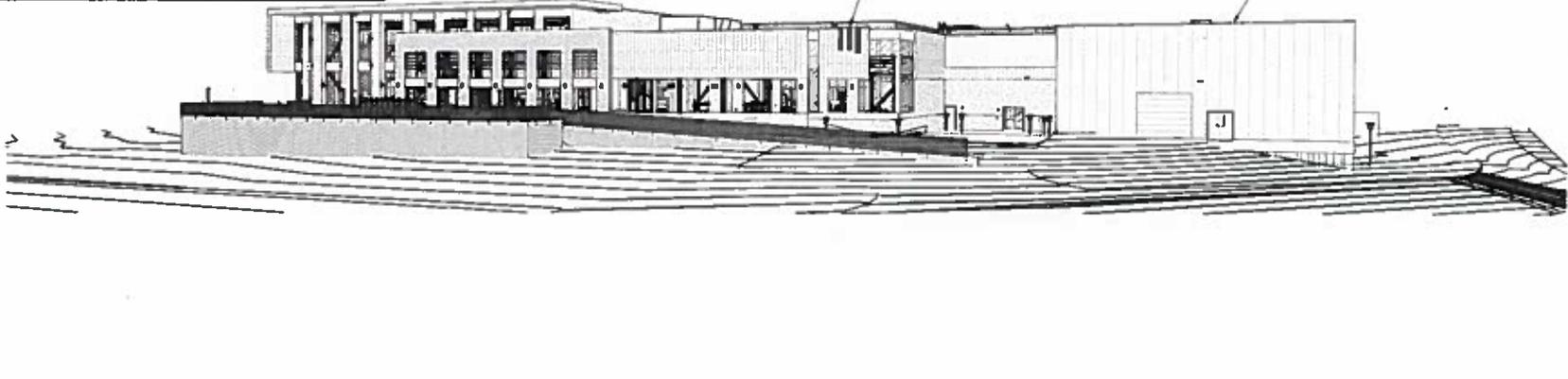
- NO WORK SHALL COMMENCE WITHOUT APPROVED STRUCTURAL (AMA) ANTENNA MOUNTING ANALYSIS REPORT (SIGNED AND SEALED) TO BE PROVIDED UNDER SEPARATE COVER.
- CONTRACTOR PRIOR TO CONSTRUCTION SHALL REVIEW APPROVED (AMA) ANTENNA MOUNTING ANALYSIS REPORT SUPPLIED BY T-MOBILE AND MODIFY IF REQUIRED ALL APPLICABLE MEMBERS AS INDICATED IN CERTIFIED STRUCTURAL REPORT PRIOR TO INSTALLATION ON STRUCTURE. STRUCTURAL ANALYSIS BY CENTERLINE SOLUTIONS, DATED 05/24/2017

**NOTES**

- NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING
- NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL

(7) NEW 7' AND (1) NEW 8' TALL BETA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A3 0)

NEWLY RENOVATED BUILDING



**1 NEW SOUTH PERSPECTIVE**

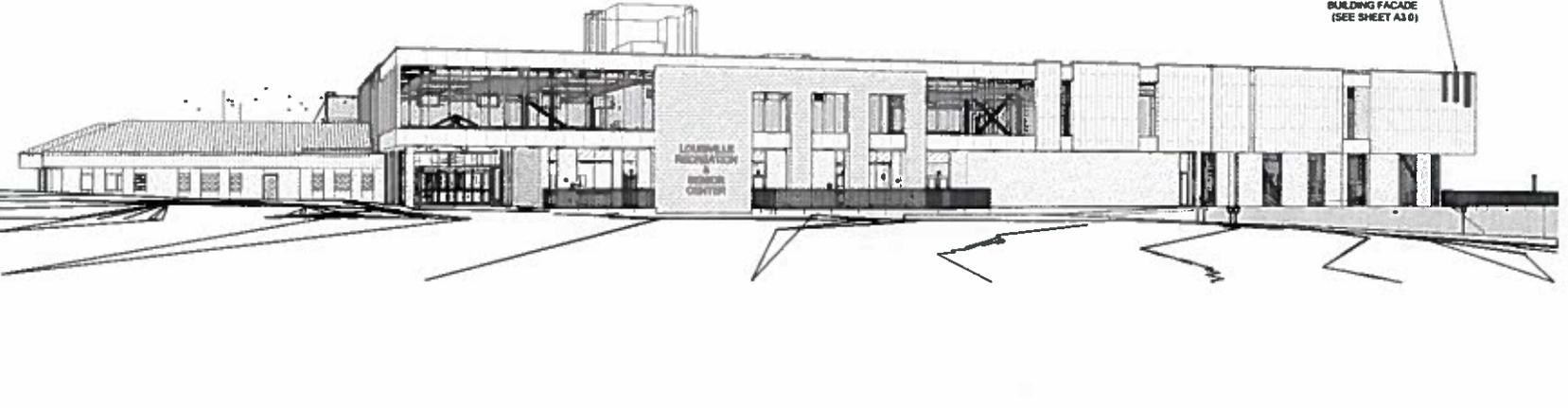
SCALE: NTS  
SCALE: NTS

NOT TO SCALE

**NOTES**

- NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING
- NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL

(7) NEW 7' AND (1) NEW 8' TALL GAMMA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A3 0)



**2 NEW WEST PERSPECTIVE**

SCALE: NTS  
SCALE: NTS

NOT TO SCALE

**T-Mobile**

18400 EAST 22ND AVENUE  
AURORA, CO 80011

**PROJECT INFORMATION**

SITE NAME:  
**LOUISVILLE REC CENTER**

SITE ID:  
**DN03488E**

SITE ADDRESS:  
833 VIA APPA WAY  
LOUISVILLE, CO 80027

NO.	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-29-18	CM	PRELIM REV D
6	08-18-18	CM	PRELIM REV E
7	12-12-18	CM/MS	CONSTRUCTION
8	02-07-19	AS/MS	REV CONST
9	03-01-19	AS	PRELIM CONST
10	04-01-19	AS	PRELIM CONST
11	04-03-19	AS/MS	REV CONST

PLANS PREPARED BY:

**CENTERLINE SOLUTIONS**

18035 TABLE MOUNTAIN PARKWAY  
GOLDEN, CO 80403  
303.983.3293  
WWW.CENTERLINESOLUTIONS.COM

LICENSE NUMBER:

ALL SCALES ARE 8 1/2" FOR 1" x 11" SHEET

DRAWN BY: CM  
CHK BY: CM  
APV BY: KS

SHEET TITLE

**PERSPECTIVES**

SHEET NUMBER

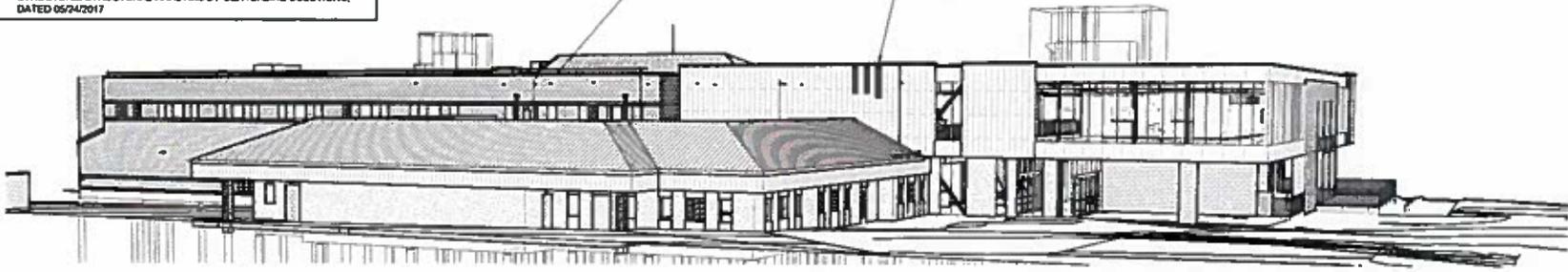
**A2.3**

**NOTES:**  
 1. NO WORK SHALL COMMENCE WITHOUT APPROVED STRUCTURAL (AMA) ANTENNA MOUNT ANALYSIS REPORT (SIGNED AND SEALED) TO BE PROVIDED UNDER SEPARATE COVER  
 2. CONTRACTOR PRIOR TO CONSTRUCTION SHALL REVIEW APPROVED (AMA) ANTENNA MOUNT ANALYSIS REPORT SUPPLIED BY T-MOBILE AND MODIFY IF REQUIRED ALL APPLICABLE MEMBERS AS INDICATED IN CERTIFIED STRUCTURAL REPORT PRIOR TO INSTALLATION ON STRUCTURE. STRUCTURAL ANALYSIS BY CENTERLINE SOLUTIONS, DATED 05/24/2017

**NOTES:**  
 1. NEW T-MOBILE ANTENNAS TO BE PAINTED TO MATCH EXISTING BUILDING.  
 2. NEW T-MOBILE ANTENNAS SHALL NOT EXCEED TOP OF PARAPET WALL.

NEWLY RENOVATED BUILDING

(2) NEW T AND (1) NEW 6' TALL ALPHA SECTOR ANTENNAS RELOCATED TO NEWLY RENOVATED BUILDING FACADE (SEE SHEET A1 0)



1 NEW NORTH PERSPECTIVE

SCALE: NTS NOT TO SCALE

2 NOT USED

SCALE: NTS NOT TO SCALE

**T-Mobile**  
 18400 EAST 22ND AVENUE  
 ALPORA, CO 80011

**PROJECT INFORMATION**  
 SITE NAME: LOUISVILLE REC CENTER  
 SITE ID: DN03468E  
 SITE ADDRESS: 900 VIA APPALACHIA WAY  
 LOUISVILLE, CO 80027

NO	DATE	DC	DESCRIPTION
4	10-05-17	CM	PRELIM REV C
5	08-26-18	CM	PRELIM REV D
6	08-18-18	CM	PRELIM REV E
7	12-12-18	CM/RS	CONSTRUCTION
8	02-07-19	AS/AM	REV CONST
9	03-01-19	AS	PRELIM CONST.
10	04-01-19	AS	PRELIM CONST.
11	04-03-19	AS/AM	REV CONST.

**PLANS PREPARED BY:**  
  
 18035 TABLE MOUNTAIN PARKWAY  
 GOLDEN, CO 80403  
 303.603.3283  
 WWW.CENTERLINESOLUTIONS.COM

**LICENSEE NUMBER**  
  
 ALL SCALES ARE SET FOR 11" x 17" SHEET

**DRAWN BY:** AS **CHK BY:** CM **APV BY:** KS

**SHEET TITLE**  
 PERSPECTIVES

**SHEET NUMBER**  
 A2.4

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Louisville, a Colorado home rule municipal corporation ("Landlord" or "City") and VoiceStream PCS II Corporation, Delaware Corporation ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of Five Hundred and no/100 dollars (\$500.00) ("Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of Five Hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications. **Tenant acknowledges and agrees that the issuance by the City of Louisville of any land use, zoning, building or other permits or approvals for Tenant's proposed use are matters subject to the regulatory authority and quasi-judicial or administrative discretion of the City. No promise of or agreement to the issuance of such approvals and permits has been given or made by Landlord.** Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. **Tenant shall coordinate with Landlord in advance all access to the Property for purposes of conducting Tenant's investigations, and Tenant shall not enter the roof or any other non-public area of the Property without being accompanied by a representative of Landlord.** Tenant shall at its expense restore the surface of any areas disturbed by such investigations to the condition that existed prior to such inspection. **Notwithstanding the foregoing, Tenant may not submit any application to change the zoning classification of the Property, or submit any land use or zoning permit applications in connection to the Property or the Antenna Facilities that have not been approved by Landlord pursuant to this Lease, without first obtaining Landlord's written consent.** During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities *for such Antenna Facilities*, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 900 W. Via Appia, Louisville, Colorado, comprises approximately 200 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant **solely** for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent for the Premises, the amounts set forth below ("Rent"):

- Year 1 - \$50,000.00 per year
- Year 2- \$50,000.00 per year
- Year 3 and thereafter- \$1,354.00 per month

*Rent for the first year of the Initial Term shall be payable within twenty (20) days following the Commencement Date. Rent for the second year of the Initial Term shall be payable within five (5) days of the anniversary of the Commencement Date. Rent for the third year of the Initial Term shall be payable monthly in advance by the fifth day of each month to the City of Louisville at the following address: City of Louisville, Office of the Director of Recreation and Senior Services, 900 Via Appia, Louisville, CO 80027. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant. If Rent or any other payment required by this Lease is not received by Landlord*

within ten days of its due date, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount due, plus interest, at the rate of one and one-half percent (1-1/2%) per month from its due date until the date on which the Rent is paid in full. It shall be Landlord's burden to report late payment in writing to Tenant and invoice Tenant appropriately.

5. **Renewal; Holding Over.** Tenant shall have the right to extend this Lease for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall increase ten percent (10%) of the last monthly Rent paid during the preceding term. This Lease shall automatically renew for each successive Renewal Term unless otherwise terminated as provided herein or unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration or termination of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that the monthly Rent for such holdover period shall be one hundred and fifty percent (150%) of the Rent in effect as of the termination or expiration of this Lease.

6. **Interference.**

(a) Tenant shall operate its Antenna Facilities in compliance with all Federal Communications Commission ("FCC") requirements and all other applicable federal, state and local laws, and in a manner that will not cause interference to other lessees or licensees of the Property, provided that any such installations predate that of the Antenna Facilities.

(b) In the exercise of its rights pursuant to this Lease, Tenant shall not interfere with Landlord's uses of the Property, with the uses of the Property as a public recreation and senior center and site, or with the uses of any City-owned properties at the southeast corner of McCastlin Boulevard and Via Appia for police building, public park and recreation, and other public or municipal purposes. Tenant further shall not damage or interfere with any of Landlord's installations, structures, utilities, or improvements on or under the Premises that pre-date Tenant's installations, or adjacent to the Premises irrespective of when installed. Tenant shall cease all such actions causing any damage or interference immediately upon notice from Landlord. Tenant shall be solely responsible for any such damages suffered by the City as a result of Tenant's use and occupancy of the Premises.

(c) Except as provided in Section 6(g), below, subsequent to the installation of the Antenna Facilities, Landlord will not, and will not knowingly permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned by Landlord, if such modifications are likely to cause "Physical Interference" (as defined below) with Tenant's operations. Prior to entering into any agreement with any other lessee or licensee for the installation or operation of radio frequency equipment on the Property or Landlord-owned property contiguous thereto (the "Other Wireless Tenant"), Landlord will provide Tenant or require the Other Wireless Tenant to provide Tenant with a written notice ("Interference Waiver Request") listing the Other Wireless Tenant's frequencies, equipment specifications and equipment location to be installed, in order to allow Tenant to determine whether any RF Interference (as that term is defined herein) may result from the installation or operation of the Other Wireless Tenant's equipment ("Other Equipment"). Within 15 days after receipt of an Interference Waiver Request, Tenant shall provide to Landlord written notice of either (i) Tenant's approval of the Interference Waiver Request; or (ii) Tenant's request for changes or modifications to the Other Equipment, including any technical measures required to eliminate potential RF Interference. Landlord shall not permit the installation of any Other Equipment until the earlier of i) receipt of Tenant's approval, or ii) if no response, the expiration of the 15 days after Tenant receives the Interference Waiver Request. Tenant's approval shall not be unreasonably delayed or withheld, and shall only be withheld or denied based on competent evidence demonstrating that RF Interference may result from the Other Equipment. In the event of disagreement regarding potential RF Interference, Landlord may require that a final determination regarding same be made by a third-party expert reviewer selected pursuant to Section 17.42.100.D of the Louisville Municipal Code, with the costs thereof to be shared equally by Landlord and Tenant. Tenant shall work cooperatively with such Other Wireless Tenant to resolve such RF Interference.

(d) As used in this Section 6, "RF Interference" shall mean any performance degradation, misinterpretation or loss of information to a radio communications system caused by unwanted energy emissions, radiations or inductions. "RF Interference" shall not include permissible interference as defined by the FCC.

(e) As used in this Section 6, "Physical Interference" shall mean any performance degradation, misinterpretation, or loss of information to a radio communications system caused by physical structural barriers including, but not limited to, walls, signage, metal frames or other structures or installations.

(f) It is understood and agreed that Landlord is neither knowledgeable nor sophisticated in the science and/or complexities of wireless technology and is relying on the accuracy of the information and the knowledge provided by Tenant, and by any third-party expert reviewers that may be retained pursuant hereto, regarding Physical and RF

Interference required in this Section. Notwithstanding anything to the contrary contained in this Lease, Landlord's sole obligation to Tenant respecting RF Interference shall be the procedural obligations regarding RF Interference contained in Section 6(c) of this Lease. Other than such procedural obligations to Tenant, Landlord shall have no responsibility or liability to Tenant, Other Wireless Tenant or any third party for any claim, cause of action or other liabilities arising out of or as a result of RF Interference or similar interference.

(g) Tenant acknowledges that (i) Landlord operates, or may operate, on the Property and other City property (including without limitation the Louisville Police Building parcel located at the southwest corner of McCaslin Blvd. and Via Appia), radio, telecommunications, and other similar communications facilities and equipment for the purpose of providing municipal services, including but not limited to public safety; and (ii) the fire district and emergency services providers (the "Emergency Services Providers") serving the City operate, or may operate, on property within the City, radio, telecommunications, and other similar communications facilities and equipment for the purpose of providing fire, emergency, and public safety services. Tenant acknowledges and agrees that Landlord's use, and the Emergency Services Providers' use, of such radio, telecommunications, and other similar facilities and equipment shall be paramount and shall take precedence over Tenant's use, whether the Landlord's or Emergency Services Providers' equipment predates or postdates the installation of the Antenna Facilities, and that Tenant's use of the Premises shall not cause RF Interference or other interference with Landlord's or Emergency Services Provider's facilities and equipment. Landlord shall provide Tenant with written notice of any claim that the Antenna Facilities is the cause of RF Interference or other interference to Landlord's or Emergency Services Providers' telecommunications, and other similar communications facilities or equipment, or any of Landlord's or Emergency Services Provider's radio frequency operations. Tenant shall investigate such claim of interference, working jointly, as may be required, with Landlord and/or the affected Emergency Services Provider, and in the event that Tenant's use is the sole or a contributing cause thereof, Tenant shall, at its own expense eliminate such interference without modification to the facilities of the Landlord or the affected Emergency Services Provider. In the event Tenant is unable to eliminate such interference within 30 days of being notified thereof, then the Landlord at its option may terminate this Lease and Tenant shall not be entitled to any refund or abatement of any prepaid Rent or other payments. No additional cure period shall apply to any termination under this Section 6(g).

#### 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner and according to plans approved by Landlord pursuant to Section 7(b) herein. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Prior to commencement of construction of the Antenna Facilities and prior to any substantial alteration or modification to the Antenna Facilities (excluding routine maintenance, repairs, the like-kind replacement of the Antenna Facilities, or any modifications to the interior of the equipment shelter or items housed therein), Tenant shall submit copies of the site plan and specifications (the "Plans") to Landlord for prior approval, which approval will not be unreasonably withheld, conditioned, or delayed. Landlord shall give such approval or provide Tenant with its requests for changes within ten (10) business days of Landlord's receipt of Tenant's Plans. Landlord shall approve or deny the Plans within ten (10) days from the date Landlord receives such Plans for approval. In the event Landlord denies the Plans, Landlord agrees to cooperate with Tenant by providing comments and redlines regarding why the Plans were denied and the necessary revisions required for the Landlord to approve such Plans. Tenant shall have the right to re-submit revised Plans for Landlord's approval under the terms as stated above. Landlord reserves the right to receive additional consideration in exchange for giving its approval of any alterations or modifications which substantially increase the size of the Antenna Facilities or materially and substantially alters the appearance of the Antenna Facilities or increase the area of the Premises occupied by Antenna Facilities. [Tenant cannot build the Antenna Facilities without the LL's approval of the Plans. There is no need for this sentence.]

(c) Within thirty (30) days of completion of the installation of the Antenna Facilities, Tenant shall provide Landlord with as-built drawings of all Antenna Facilities installed on the Premises and a list of all installed Antenna Facilities. To the extent required by local law, ordinance or code, Tenant shall also install and maintain in connection with the installed Antenna Facilities, marker posts for any underground facilities and markers in locations acceptable to Landlord listing current phone numbers to call for line locates and 24-hour emergency contacts.

(d) Tenant, at its expense, may construct a fence around the Antenna Facilities as a means of restricting access thereto. Any such fence shall be subject to Landlord's review and approval, which approval will not be unreasonably withheld, conditioned, or delayed.

(e) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, Tenant shall promptly remove the Antenna Facilities and any other property of Tenant from the Premises and shall return the Premises to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(f) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service. Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company.

(g) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease. The location of such Easements shall be as designated by Landlord, and the Landlord may refuse to designate locations for new Easements if existing easements are adequate, as reasonably determined by Landlord based on Tenant's need and the servicing utility companies' requirements, for ingress, egress, utilities or access. All utilities installed within an Easement designated by Landlord shall be located underground.

(h) Landlord shall permit Tenant access to the Premises at all times the Property is open to the public. Landlord shall also permit Tenant access to the Premises at any other times for emergency purposes or for other activities approved in advance by Landlord. Tenant may make use of a lockbox for after-hours access to Antenna Facilities located on Landlord's buildings; such a lockbox shall be at a mutually agreeable location, shall be used only by persons designated in advance by Tenant to Landlord, and shall be used only for emergency purposes or other activities approved in advance by Landlord. Landlord may require that Tenant be accompanied by Landlord's personnel during any access to the Premises. Tenant agrees to be bound by all rules and regulations associated with ingress and egress to the Property set forth in this Lease and as established by Landlord. In the event of an emergency, Tenant may access the Premises at any time and without notice to Landlord, provided the Landlord is notified as soon as reasonably possible of such emergency access.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) by either party upon a default of any non-monetary covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Lease shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate

until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(g) No later than sixty (60) days after the termination of this Lease, by expiration of the Term or otherwise, Tenant will remove its personal property and fixtures from the Premises and repair any damage to the Premises as provided in Section 7(e). Within thirty (30) days of the Commencement Date, Tenant agrees to procure on Landlord's behalf, and maintain in effect throughout the *Initial Term* and any *Renewal Terms*, a letter of credit in a form reasonably acceptable to Landlord and issued by a reputable issuer in the amount of twenty-five thousand dollars (\$25,000) ("Performance Guarantee"), for the sole purpose of assuring Tenant's faithful performance in the removal of Antenna Facilities as required under Section 7(e) of this Lease. If Tenant fails to remove the Antenna Facilities within sixty (60) days of the termination or expiration of this Lease, Landlord shall notify Tenant in writing that Landlord will remove the Antenna Facilities and store the same at Tenant's expense. Failure of Tenant to remove the Antenna Facilities from storage and to reimburse Landlord for any and all reasonable costs actually incurred in such removal and storage ("Costs"), within sixty (60) days of removal of the Antenna Facilities, will result in the Antenna Facilities being deemed abandoned and title of same will vest in Landlord. If Tenant fails to reimburse Landlord for *all the Costs*, Landlord may use the proceeds from the Performance Guarantee for *such Costs*. The Landlord shall have no obligation or liability to Tenant in connection with any property or fixtures remaining on the Premises at the expiration of such 60-day period. The duties of Tenant described in this Section 8(g) shall survive termination of this Lease.

9. **Right of Relocation.** Landlord reserves the right, once during the term of this Lease, upon not less than one year prior notice to Tenant, to relocate Tenant's Antenna Facilities to substitute premises satisfactory to Tenant (the "Substitute Premises"), provided that such relocation shall be performed by Tenant and, to the extent practicable, in a manner so as to avoid any interruption of Tenant's business or any increase in costs of Tenant's business. Tenant shall have the right to operate a temporary facility on the Property, at a location mutually acceptable to Tenant and Landlord, during the Antenna Facilities' relocation. *Tenant shall timely complete any relocation required under this Section 9.* Upon such relocation, the Substitute Premises shall thereafter constitute the Premises under this Lease. All *direct* expenses incurred by Tenant on this relocation shall be paid by Tenant and abated from the Rent until the full cost of the relocation is reimbursed to Tenant. *Tenant shall upon request of Landlord provide an estimate of the expenses to be incurred the proposed relocation.* In the event the relocation requires zoning approval, Landlord shall cooperate with Tenant in obtaining any permits or zoning approvals necessary to relocate the Antenna Facilities.

10. **Taxes.** Tenant acknowledges that Landlord's Property and improvements are current exempt from taxation. Tenant shall pay when due any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. **Insurance and Subrogation and Indemnification.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Premises and on the Antenna Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Premises and its property located thereon, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this Section within thirty (30) days following the Effective Date, except Tenant shall provide such certificate prior to commencement of any work on the Premises.

(b) Tenant shall also procure and maintain, and shall cause each subcontractor of the Tenant to procure and maintain, the minimum insurance coverages listed below:

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.
2. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per person in any one occurrence and THREE HUNDRED THOUSAND DOLLARS (\$300,000) per 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 owned, hired or non-owned vehicles assigned to or used in connection with Tenant's rights or obligations of this Lease.

(c) All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Tenant to maintain such continuous coverage. Coverage with respect to additional insureds shall contain a severability of interests provision.

(d) Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or the Premises or to the Antenna Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Section 11.

(e) Tenant agrees to indemnify and hold harmless the Landlord, and its agents and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, (collectively "Claims") on account of any injury, loss, or damage, arising out, resulting from, or in any way connected with, Tenant's use and occupancy of the Premises, or with this Lease or the rights and obligations of the Tenant hereunder, except to the extent such Claims are attributable to Landlord's or Landlord's agents or employees' negligence or willful misconduct. The Tenant shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorneys' fees. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by and provision of this contract, the monetary limitations (presently \$100,000 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 agents, or its employees.

(f) This Section 11 shall survive the termination or expiration of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

VoiceStream Wireless Corporation  
 12920 SE 38<sup>th</sup> Street  
 Bellevue, WA 98006  
 Attn: PCS Lease Administrator  
 With a copy to: Attn: Legal Dept.

With a copy to:

VoiceStream PCS II Corporation  
 2323 Delgany Street  
 Denver, CO 80216  
 Attn: Lease Administrator

If to Landlord, to:

City of Louisville  
 749 Main Street  
 Louisville, CO 80027  
 Attn: Director of Finance  
 Phone: 303-666-6565

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those of record as of the Effective Date, and except (and subject to) utility franchises; matters existing or apparent on the ground; facts or matters which a complete and accurate survey would disclose, and building,

zoning, subdivision and other land use laws, codes, ordinances and regulations and any noncompliance therewith; and (iii) at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period. Tenant understands that this Lease is subject to existing franchise agreements that pre-date this Lease and subject to all easements and other interests of record applicable to the Property prior to the date of this Lease. Tenant shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests. Landlord shall provide copies of all such franchise agreements prior to execution of this Lease.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant may not assign, sublet or otherwise transfer all or any part of its interest in this Lease or in the Premises without the written consent of Landlord, which approval will not be unreasonably withheld, conditioned, or delayed; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest, or to any entity acquiring all or substantially all of Tenant's stock or assets, subject to any financing entity's interest, if any, in this Lease, and subject to assignee assuming all of Tenant's obligations herein.

(b) Notwithstanding the provisions of Section 15(a), Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord agrees, at Tenant's sole cost and expense, to execute such consent to leasehold financing in a form *reasonably* acceptable to Landlord and as may be reasonably required by the Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(k) Landlord agrees to display Tenant's trade mark name "T-Mobile" on the scoreboard located on the roller skate rink at the Property, which trade mark splay shall be no greater than six square feet or 5 percent of the total area of the scoreboard, whichever is less. Any such display is exclusive to T-Mobile and for a maximum of five years.

Initial Approval of Changes      T-Mobile      City of Louisville

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded by either party, but neither party shall have the right to record this Lease. In the event Tenant records this Lease or a memorandum hereof that is not substantially in the form attached as Exhibit C, then this Lease shall automatically terminate. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may at its expense obtain title insurance on its interest in the Premises. Landlord agrees, at Tenant's sole cost and expense, to execute such documents reasonably acceptable to Landlord as the title company may require in connection therewith; provided that Landlord shall not be required to assume any indemnity obligation with any such documents.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The person who has executed this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute this Lease in his or her representative capacity as indicated, and has full power to bind Tenant to the terms and conditions hereof. Landlord represents that its undersigned representatives have been duly authorized to execute this Lease on behalf of Landlord and have full power to bind Landlord to the terms and conditions hereof.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees, to the extent permitted by law, to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

~~(k) Landlord agrees to prominently display Tenant's trade mark name "T-Mobile" on the scoreboard located on the roller skate rink at the Property.~~

**19. Redevelopment.**

(a) Landlord and Tenant understand and acknowledge that Landlord may redevelop and reserves the right to redevelop the Property in such a way that Tenant's use of the Premises may be disturbed (the "Redevelopment"). In the event the Redevelopment requires the Antenna Facilities to be relocated, Landlord and Tenant agree to reasonably cooperate to relocate the Antenna Facilities to a different area of the Property, if possible, including amending the Exhibits of this Lease to reflect the relocation, provided that Tenant shall not be required to relocate the Antenna Facilities until after the expiration of the Initial Term. Any relocation of the Antenna Facilities shall be performed by Tenant. Landlord shall provide Tenant with one (1) year notice of the Redevelopment. All direct expenses incurred by Tenant on this relocation shall be paid by Tenant and abated from the Rent until the full cost of the relocation is reimbursed to Tenant. Landlord's rights under this Section 19 are in addition to the right of relocation set forth in Section 9.

*[Handwritten signatures]*

(b) Provided the Redevelopment requires a zoning approval, Landlord shall, at Tenant's reasonable discretion, be responsible for obtaining any permits or zoning approvals necessary to relocate the Antenna Facilities, and specifically shall include the new location for the Antenna Facilities in any zoning or permit applications for the Redevelopment, provided any required construction drawings/mylars for the Antenna Facility shall be timely prepared and provided by Tenant, at Tenant sole expense.

(c) During the Redevelopment, Tenant shall have the right to operate a temporary facility on the Property, provided such operation does not interfere with the Landlord's Redevelopment or other use of the Property. If the operation of a temporary facility does interfere with Landlord's Redevelopment, as reasonably determined by Landlord, then Landlord and Tenant shall reasonably cooperate to allow Tenant to operate a temporary facility on property owned by Landlord in the immediate vicinity, if possible.

(d) In the event the proposed new location for the Antenna Facility is unacceptable to Tenant, Landlord and Tenant shall reasonably cooperate, negotiate in good faith and make best reasonable efforts to determine an alternative site for the placement of the Antenna Facility on the Property, or on other property the Landlord owns or manages in the immediate vicinity. If no acceptable new location can be found, either Landlord or Tenant shall have right to terminate this Lease, and upon such termination, both parties shall be released of any further obligations, except with respect to any claims or liabilities then accrued. Such termination shall not require the return or refund of any portion of the Rent or any payments made or considerations given prior to such termination.

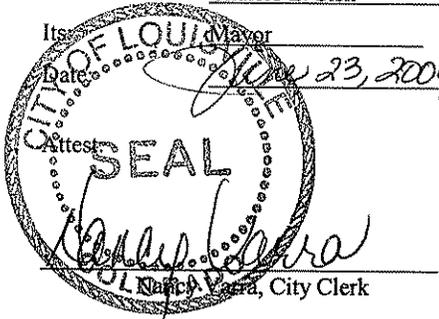
The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Louisville, Colorado  
A Colorado home rule municipal corporation

By: [Signature]

Printed Name: Charles L. Sisk

Its: Mayor  
Date: June 23, 2004



TENANT: VoiceStream PCS II Corporation, a Delaware corporation

By: [Signature]

Printed Name: Wayne Leuck

Its: RMA Director - Technical Operations

Date: 6/18/04

Approved as to form

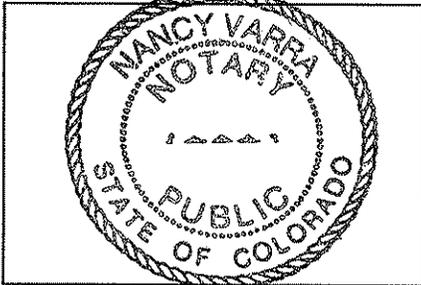
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

This instrument was acknowledged before me on 6/23/04 by Charles L. Sisk, as Mayor of the City of Louisville, a Colorado home rule municipal corporation.

Dated: June 23, 2004



(Use this space for notary stamp/seal)

Nancy Varra  
Notary Public  
Print Name Nancy Varra  
My commission expires \_\_\_\_\_

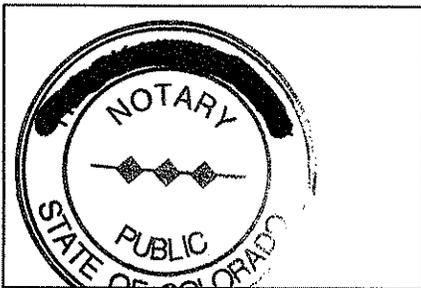
My Commission Expires May 6, 2006

[Notary block for Tenant]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

I certify that I know or have satisfactory evidence that Wayne Leuck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the RMA Director – Technical Operations of VoiceStream PCS II Corporation, Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/18/04



(Use this space for notary stamp/seal)

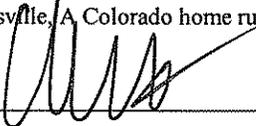
Jean Gismister  
Notary Public  
Print Name Jean Gismister  
My commission expires 5/24/08

**ADDENDUM TO SITE LEASE WITH OPTION**  
**[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

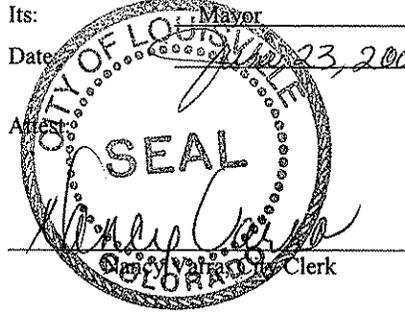
LANDLORD: City of Louisville, A Colorado home rule municipal corporation

By: 

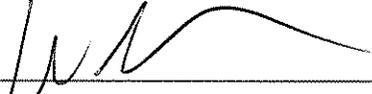
Printed Name: Charles L. Sisk

Its: Mayer

Date: July 23, 2004



TENANT: VoiceStream PCS II Corporation, a Delaware corporation

By: 

Printed Name: Wayne Leuck

Its: RMA Director - Technical Operations

Date: 6/8/04

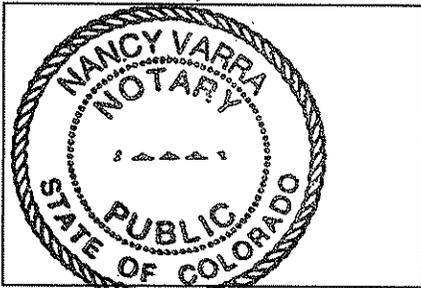
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

This instrument was acknowledged before me on 6/23/04 by Charles L. Sisk, as Mayor of the City of Louisville, a Colorado home rule municipal corporation.

Dated: June 23, 2004



(Use this space for notary stamp/seal)

Nancy Varra  
Notary Public  
Print Name Nancy Varra  
My commission expires \_\_\_\_\_

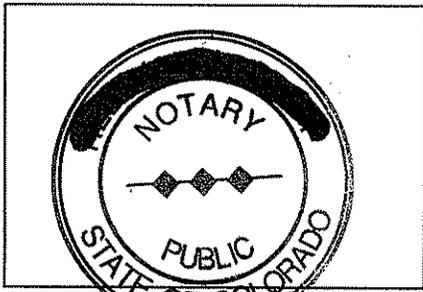
My Commission Expires May 6, 2006

[Notary block for Tenant]

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

I certify that I know or have satisfactory evidence that Wayne Leuck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the RMA Director- Technical Operations of VoiceStream PCS II Corporation, Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/18/04



(Use this space for notary stamp/seal)

Joni Ismeister  
Notary Public  
Print Name Joni Ismeister  
My commission expires 5/24/08

**EXHIBIT A**  
**Legal Description**

The Property is legally described as follows:

All that portion of Section 7, Township 1 South, Range 69 West of the 6<sup>th</sup> P.M., County of Boulder, State of Colorado described as follows:

Commencing at the Southeast corner of the Southwest quarter of said Section 7, from whence the Southwest quarter of said Section 7, from whence the Southwest corner of the Southwest quarter of said Section 7 bears South 89°06'31" West, thence North 00°21'41" West, 680.03 feet along the North-South centerline of said Section 7 to a point on the North line extended Easterly of Parcel "B", Centennial Valley Second Filing (Corrected Plat), the True Point of Beginning.

Thence continuing North 00°21'41" West, 579.38 feet along the North-South centerline of said Section 7;

Thence South 67°34'50" West, 713.22 feet;

Thence Southeasterly, 216.84 feet along the arc of a curve to the left to a point tangent, said curve having a radius of 940.00 feet, a central angle of 13°13'00" and is subtended by a chord that bears South 61°01'20" West, 216.35 feet;

Thence South 54°24'49" West, 200.00 feet

Thence Southwesterly, 187.61 feet along the arc of a curve to the right to a point on the Northerly line of said Parcel "B" said curve having a radius of 1060.00 feet, a central angle of 10°08'27" and is subtended by a chord that bears South 59°29'02" West, 187.37 feet;

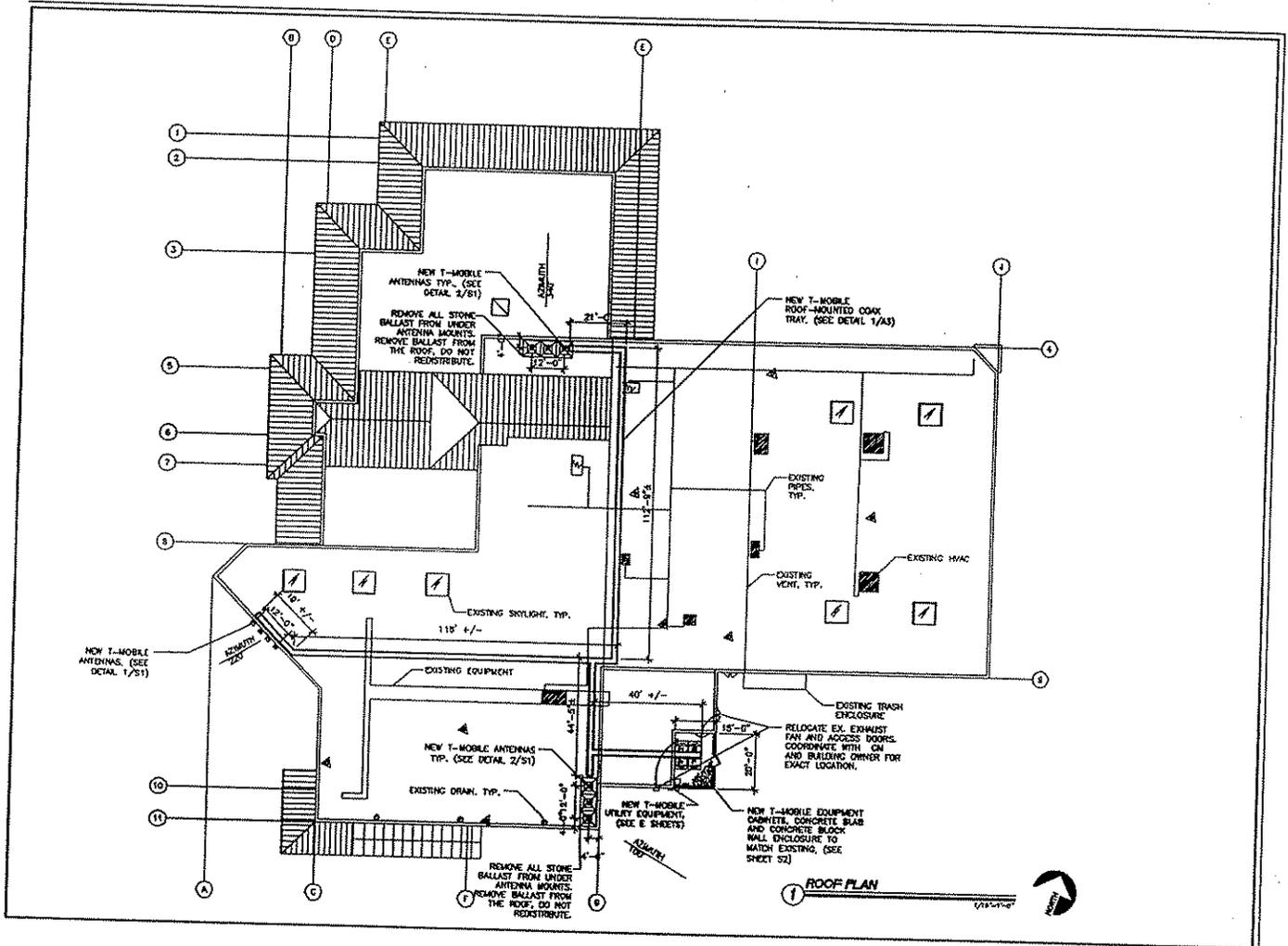
Thence North 89°35'26" East, 1176.56 feet along the Northerly line along the Northerly line extended Easterly of said Parcel "B" to the True Point of Beginning.



Site Number: *DN05-46SE*  
Site Name: *Louisville Rec Center*  
Market: *Denver MTA*

Version 10-2-01

**EXHIBIT B**  
**The location of the Premises within the Property (together with access and utilities)**  
**is more particularly described and depicted as follows:**



Site Number: DN0468E  
 Site Name: Louisville Rec Center  
 Market: Denver MTA

Version 10-2-01

EXHIBIT C

**Memorandum  
of  
Lease**

**Memorandum of Lease**

Assessor's Parcel Number: 1575-073-00-056

Between City of Louisville, a Colorado home rule municipal corporation("Landlord")  
and VoiceStream PCS II Corporation ("Tenant")

A Site Lease with Option (the "Lease") by and between City of Louisville, a Colorado home rule municipal corporation ("Landlord") and VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant") was made regarding a portion of following the property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend the Lease for five (5) additional five-year terms, unless such Lease expires or is sooner terminated as provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Louisville, a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Printed Name: Charles L. Sisk  
Its: Mayor  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy Varra, City Clerk

TENANT: VoiceStream PCS II Corporation, a Delaware corporation

By: \_\_\_\_\_  
Printed Name: Wayne Leuck  
Its: RMA Director – Technical Operations  
Date: \_\_\_\_\_

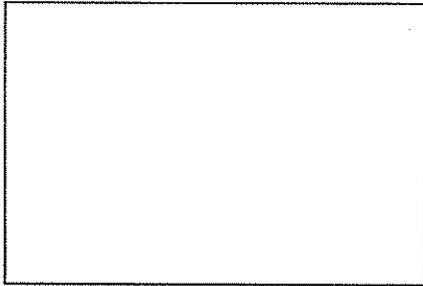
*[Notary block for Landlord]*

*[Notary block for Corporation, Partnership, Limited Liability Company]*

STATE OF Colorado )  
 ) ss.  
COUNTY OF Boulder )

This instrument was acknowledged before me on \_\_\_\_\_ by Charles L. Sisk, as Mayor of the City of Louisville, a Colorado home rule municipal corporation.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

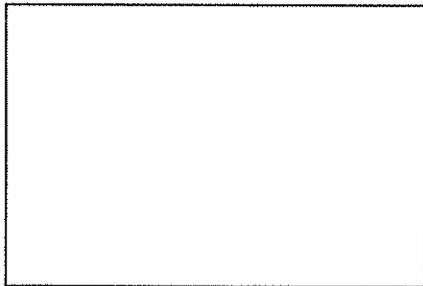
\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

*[Notary block for Tenant]*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Wayne Leuck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the RMA Director – Technical Operations of VoiceStream PCS II Corporation, Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

Memorandum of Lease EXHIBIT A  
Legal Description

The Property is legally described as follows:

All that portion of Section 7, Township 1 South, Range 69 West of the 6<sup>th</sup> P.M., County of Boulder, State of Colorado described as follows:

Commencing at the Southeast corner of the Southwest quarter of said Section 7, from whence the Southwest quarter of said Section 7, from whence the Southwest corner of the Southwest quarter of said Section 7 bears South 89°06'31" West, thence North 00°21'41" West, 680.03 feet along the North-South centerline of said Section 7 to a point on the North line extended Easterly of Parcel "B", Centennial Valley Second Filing (Corrected Plat), the True Point of Beginning.

Thence continuing North 00°21'41" West, 579.38 feet along the North-South centerline of said Section 7;

Thence South 67°34'50" West, 713.22 feet;

Thence Southeasterly, 216.84 feet along the arc of a curve to the left to a point tangent, said curve having a radius of 940.00 feet, a central angle of 13°13'00" and is subtended by a chord that bears South 61°01'20" West, 216.35 feet;

Thence South 54°24'49" West, 200.00 feet

Thence Southwesterly, 187.61 feet along the arc of a curve to the right to a point on the Northerly line of said Parcel "B" said curve having a radius of 1060.00 feet, a central angle of 10°08'27" and is subtended by a chord that bears South 59°29'02" West, 187.37 feet;

Thence North 89°35'26" East, 1176.56 feet along the Northerly line along the Northerly line extended Easterly of said Parcel "B" to the True Point of Beginning.

Site Number: *DNB546NE*  
Site Name: *Louisville Rec Center*  
Market: *Denver MTA*

Version 10-2-01

Landlord agrees to display Tenant's trade mark name "T-Mobile" on the scoreboard located on the outer skate rink at the Property, which trade mark display shall be no greater than six square feet or 1.0 percent of the total area of the scoreboard, whichever is less. Any such display is exclusive to T-Mobile and for a maximum of five years.

City of Louisville

T-Mobile

Initial Approval of Changes

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded by either party, but neither party shall have the right to record this Lease. In the event Tenant records this Lease or a memorandum hereof that is not substantially in the form attached as Exhibit C, then this Lease shall automatically terminate. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may at its expense obtain title insurance on its interest in the Premises. Landlord agrees, at Tenant's sole cost and expense, to execute such documents reasonably acceptable to Landlord as the title company may require in connection therewith; provided that Landlord shall not be required to assume any indemnity obligation with any such documents.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The person who has executed this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute this Lease in his or her representative capacity as indicated, and has full power to bind Tenant to the terms and conditions hereof. Landlord represents that its undersigned representatives have been duly authorized to execute this Lease on behalf of Landlord and have full power to bind Landlord to the terms and conditions hereof.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees, to the extent permitted by law, to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

~~(k) Landlord agrees to prominently display Tenant's trade mark name "T-Mobile" on the scoreboard located on the outer skate rink at the Property.~~

**19. Redevelopment.**

(a) Landlord and Tenant understand and acknowledge that Landlord may redevelop and reserves the right to redevelop the Property in such a way that Tenant's use of the Premises may be disturbed (the "Redevelopment"). In the event the Redevelopment requires the Antenna Facilities to be relocated, Landlord and Tenant agree to reasonably cooperate to relocate the Antenna Facilities to a different area of the Property, if possible, including amending the Exhibits of this Lease to reflect the relocation, provided that Tenant shall not be required to relocate the Antenna Facilities until after the expiration of the Initial Term. Any relocation of the Antenna Facilities shall be performed by Tenant. Landlord shall provide Tenant with one (1) year notice of the Redevelopment. All direct expenses incurred by Tenant on this relocation shall be paid by Tenant and abated from the Rent until the full cost of the relocation is reimbursed to Tenant. Landlord's rights under this Section 19 are in addition to the right of relocation set forth in Section 9.



**First Amendment to Site Lease with Option**

This First Amendment to Site Lease with Option ("First Amendment") is made effective the 7<sup>th</sup> day of January 2005, by and between VoiceStream PCS II Corporation, a Delaware Corporation ("Tenant"), and City of Louisville, a Colorado home rule municipal corporation ("Landlord"), collectively referred to as the "Parties."

WHEREAS, Tenant and Landlord entered into that certain Site Lease with Option dated June 23, 2004 ("Agreement"); and

WHEREAS, Tenant and Landlord desire to replace Exhibit B of the Agreement with Revised Exhibit B, referred to as the "Premises" located at 900 W. Via Appia, Louisville, Colorado.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit B of the Agreement shall be replaced in its entirety with Revised Exhibit B, attached and incorporated herein by this reference. Any reference to Exhibit B shall hereafter refer to Revised Exhibit B.
2. All capitalized terms shall have the same meaning as in the Agreement.
3. Except as modified by this First Amendment, the Agreement shall remain in full force and effect and is ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year written above.

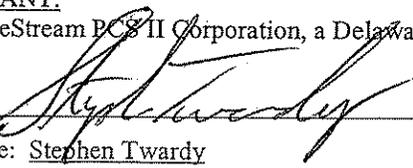
**LANDLORD:**

City of Louisville, Colorado  
A Colorado home rule municipal corporation

By:   
Name: Keith B. Williams  
It's: Director  
Date: 12/22/04

**TENANT:**

VoiceStream PCS II Corporation, a Delaware Corporation

By:   
Name: Stephen Twardy  
It's: Area Manager - Denver  
Date: 1/7/05

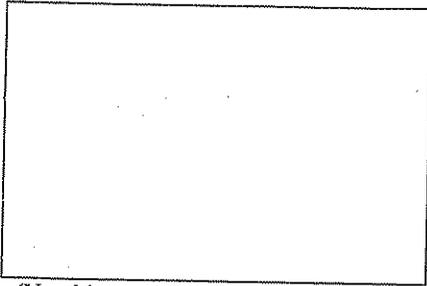
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

This instrument was acknowledged before me on December 28<sup>th</sup> by [Signature], as  
\_\_\_\_\_ of City of Louisville a Colorado home rule municipal corporation.

Dated: 12/28/04



(Use this space for notary stamp/seal)

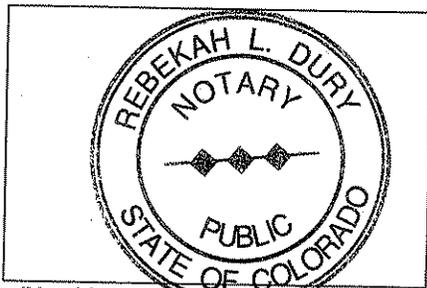
Kathy Ma  
Notary Public  
Print Name Kathy Martin  
My commission expires 8/28/06

[Notary block for Tenant]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

I certify that I know or have satisfactory evidence that Stephen Twardy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Manager – Denver of VoiceStream PCS III Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/7/05

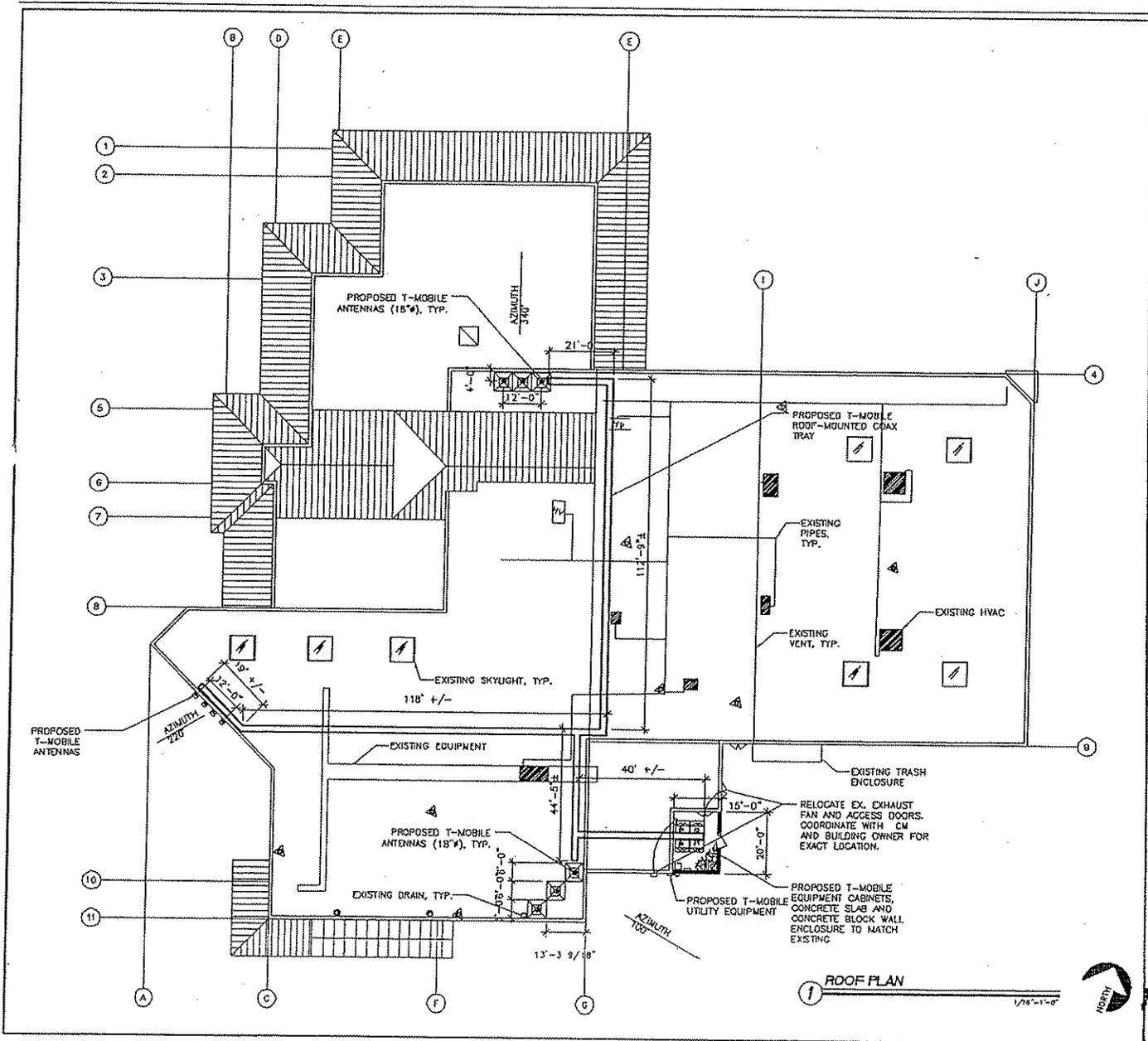


(Use this space for notary stamp/seal)

Rebekah L. Dury  
Notary Public  
Print Name Rebekah L. Dury  
My commission expires 6/16/2008

**First Amendment to Site Lease with Option**  
**Exhibit B**

The Location of the Premises within the Property (together with access and utility)  
 is more particularly described and depicted at follows:



Landlord Initials: PLW

Tenant Initials: STP

	Starts	Annual rent	Monthly rent*
Y1	6/23/04	\$ 50,000	
Y2	6/23/05	\$ 50,000	
Y3	6/23/06	\$ 16,248	\$ 1,354.00
Y4	6/23/07	\$ 16,248	\$ 1,354.00
Y5	6/23/08	\$ 16,248	\$ 1,354.00
Y6	6/23/09	\$ 17,873	\$ 1,489.40
Y7	6/23/10	\$ 17,873	\$ 1,489.40
Y8	6/23/11	\$ 17,873	\$ 1,489.40
Y9	6/23/12	\$ 17,873	\$ 1,489.40
Y10	6/23/13	\$ 17,873	\$ 1,489.40
Y11	6/23/14	\$ 19,660	\$ 1,638.34
Y12	6/23/15	\$ 19,660	\$ 1,638.34
Y13	6/23/16	\$ 19,660	\$ 1,638.34
Y14	6/23/17	\$ 19,660	\$ 1,638.34
Y15	6/23/18	\$ 19,660	\$ 1,638.34
Y16	6/23/19	\$ 21,626	\$ 1,802.17
Y17	6/23/20	\$ 21,626	\$ 1,802.17
Y18	6/23/21	\$ 21,626	\$ 1,802.17
Y19	6/23/22	\$ 21,626	\$ 1,802.17
Y20	6/23/23	\$ 21,626	\$ 1,802.17
Y21	6/23/24	\$ 23,789	\$ 1,982.39
Y22	6/23/25	\$ 23,789	\$ 1,982.39
Y23	6/23/26	\$ 23,789	\$ 1,982.39
Y24	6/23/27	\$ 23,789	\$ 1,982.39
Y25	6/23/28	\$ 23,789	\$ 1,982.39
Y26	6/23/29	\$ 26,168	\$ 2,180.63
Y27	6/23/30	\$ 26,168	\$ 2,180.63
Y28	6/23/31	\$ 26,168	\$ 2,180.63
Y29	6/23/32	\$ 26,168	\$ 2,180.63
Y30	6/23/33	\$ 26,168	\$ 2,180.63

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\* Per Paragraph 5 of the Site Lease, rent increases 10% each 5 year term.

**SUBJECT: RESOLUTION NO. 25, SERIES 2019 – A RESOLUTION  
SETTING RENEWABLE ENERGY AND CARBON EMISSION  
REDUCTION GOALS**

**DATE: AUGUST 6, 2019**

**PRESENTED BY: SUSAN LOO, CITY COUNCILOR  
ASHLEY STOLZMANN, CITY COUNCILOR  
MEGAN DAVIS, DEPUTY CITY MANAGER  
KATIE BAUM, SUSTAINABILITY SPECIALIST**

**SUMMARY:**

In 2018, the City entered into a partnership with Xcel Energy through its Energy Future Collaboration program. The program establishes a voluntary partnership between the City and Xcel with the goal of developing a strategy for achievement of a shared vision through collaboration focused on innovation, clean energy, economic development, customer programs and technology. The City and Xcel established a work plan to guide activities throughout 2019 and 2020. A major project from the work plan includes setting alternative energy and carbon emission reduction goals.

At the July 30, 2019 special meeting Council discussed the energy goals and requested that staff bring back the resolution for approval with some additional verbiage related to cost effectiveness. A slightly revised version/redline of the resolution is attached and a clean copy based on feedback. Further, staff will provide additional financial information to City Council as programs/projects are considered to meet the alternative energy and carbon emission reduction goals.

The attached resolution includes the following energy goals for the City of Louisville:

Municipal Proposed Goals

- Meet all Louisville’s municipal electric needs with 100% carbon-free sources by 2025. This results in a 28% gap in 5 years assuming Xcel meets its 55% carbon-free goal by 2025.
- Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.

Community Proposed Goals

- Generate 75% of Louisville’s residential and commercial/industrial electric needs from carbon-free sources by 2030. This results in a 17% gap in 10 years assuming Xcel meets its 55% carbon-free goal by 2025.

- Reduce core community GHG emissions annually below the 2016 baseline through 2030.

**FISCAL IMPACT:**

The City will consider the cost-effectiveness of any options in meeting the goals, and work with City Council to determine financial feasibility, gain all necessary budget approvals and leverage alternative funding sources via grants, private/public partnership, etc.

Staff has analyzed different strategies to begin achieving the proposed municipal and community-wide goals from available programs and partnerships. These have been identified as near-term strategies.

Municipal Strategies:

- **Renewable\*Connect:** The City currently spends approximately \$2,400/year on Renewable\*Connect subscription for 546 kW. In Phase II of Renewable\*Connect, the City was awarded 493 kW from our original request for a ten-year contract. If in a Phase III a comparable portion can be honored (similar to Phase II), the City will likely pay an additional \$2,200 per year to bring our overall percentage to 37% carbon-free, leaving an 8% gap to reach 100% by 2025. To become 100% percent carbon-free through the Renewable\*Connect program, the City would estimate paying an additional \$7,500 per year (total of close to \$10,000 annually).
- **Windsourc:** To reach 100% carbon-free utilizing Xcel's Windsourc program, the cost is estimated at approximately \$28,000 per year.

Renewable\*Connect and Windsourc cost-estimates are based on the assumption that municipal electricity consumption remains the same as 2018 figures.

- **Other Strategies:** Other strategies exist to achieve municipal goals. Energy efficiency upgrades to City facilities, which can take place with ESCO support, can help decrease overall municipal consumption as well as employee outreach and education on energy consumption. On-site generation, further ESCO development and microgrid opportunities can also be evaluated.

Community-wide Strategies:

- **Outreach and Education:** The lowest-cost available strategies center on outreach, education and small-scale incentives will require programmatic support in the coming years. Staff estimates operational budget increase for the

Sustainability Sub-Program from \$1,000 – 3,000 in the next three years specifically allocated to energy efficiency and renewable energy.

- **Policy and Barrier Reduction:** Accelerating solar adoption is a critical strategy in both community-wide goals. Streamlining local codes/zoning/permitting for solar, rooftop solar, community solar and supporting utility-scale solar is a low-cost internal step.

Staff will provide additional financial information to City Council as programs/projects are considered to meet the alternative energy and carbon emission reduction goals.

**PROGRAM/SUB-PROGRAM IMPACT:**

This resolution supports and is consistent with the Administration & Support Services program area goal to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration and support. Specifically, any energy reduction measures implemented by the City to reach the energy reduction goals would also be consistent with the City’s goal of fiscal responsibility.

In addition, the resolution directly supports Sustainability subprogram objective to actively pursue energy efficient upgrades to realize cost savings and reduce environmental impacts.

**RECOMMENDATION:**

Staff recommends that City Council approve the proposed resolution.

**ATTACHMENT(S):**

1. Resolution 25, Series 2019 (Clean and Redlined Copies)

**STRATEGIC PLAN IMPACT:**

<input type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input checked="" type="checkbox"/>	 <b>Reliable Core Services</b>
<input checked="" type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input checked="" type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input checked="" type="checkbox"/>	 <b>Collaborative Regional Partner</b>

**RESOLUTION NO. 25  
SERIES 2019**

**A RESOLUTION SETTING CLEAN ENERGY AND CARBON EMISSION  
REDUCTION GOALS**

**WHEREAS**, the City of Louisville wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

**WHEREAS**, the City of Louisville remains committed to its adopted goals to reduce energy consumption and increase clean energy sources as outlined in the Sustainability Action Plan; and

**WHEREAS**, the transition to a low-carbon community reliant on the efficient use of clean energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

**WHEREAS**, the City of Louisville is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

**WHEREAS**, the City of Louisville has already taken a variety of important actions to reduce greenhouse gas emissions and transition to clean energy sources in our community, including installing on-site solar at municipal facilities, undertaking numerous energy efficiency upgrades in municipal facilities, participating in available clean energy programs and promoting programs to increase energy efficiency in City residences and businesses; and

**WHEREAS**, although it is the City's desire to reach its clean energy and carbon emission reduction goals as set forth in this resolution, the City recognizes there may be obstacles, such as financial feasibility and cost effectiveness, that prevent the City from implementing measures to reach them. If the efforts of the City fall short of the targets, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the City ultimately reaches the goal, in a fiscally responsible manner for our citizenry; and

**WHEREAS**, “clean energy” includes energy derived from wind, solar, geothermal, hydro and other sources that is not derived from fossil fuel and does not adversely impact communities or the environment; and

**WHEREAS**, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of clean energy and carbon emission reduction initiatives.

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

Section 1. The City of Louisville hereby establishes the following clean energy and carbon emission reduction goals:

1. Meet all of Louisville’s municipal electric needs with 100% carbon-free sources by 2025.
2. Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.
3. Generate 75% of Louisville’s residential and commercial/industrial electric needs from carbon-free sources by 2030.
4. Reduce core community GHG emissions annually below the 2016 baseline through 2030.

Section 2. On an annual basis, the City Council will review progress towards these goals and other relevant information.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2019.

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Robert P. Muckle, Mayor

ATTEST:

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Meredyth Muth, City Clerk

**REDLINED VERSION**

**RESOLUTION NO. \_\_\_\_  
SERIES 2019**

**A RESOLUTION SETTING CLEAN ENERGY AND CARBON EMISSION  
REDUCTION GOALS**

**WHEREAS**, the City of Louisville wishes to promote the public health and safety of its residents and visitors, including access to clean air, clean water, and a livable environment; and

**WHEREAS**, the City of Louisville remains committed to its adopted goals to reduce energy consumption and increase clean energy sources as outlined in the Sustainability Action Plan; and

**WHEREAS**, the transition to a low-carbon community reliant on the efficient use of clean energy resources will provide a range of benefits including improved air quality, enhanced public health, increased national and energy security, local green jobs, and reduced reliance on finite resources; and

**WHEREAS**, the City of Louisville is committed to helping facilitate this transition alongside other national and international communities that have prioritized addressing climate change by investing in clean energy to enhance the well-being of current and future generations; and

**WHEREAS**, the City of Louisville has already taken a variety of important actions to reduce greenhouse gas emissions and transition to clean energy sources in our community, including installing on-site solar at municipal facilities, undertaking numerous energy efficiency upgrades in municipal facilities, participating in available clean energy programs and promoting programs to increase energy efficiency in City residences and businesses; and

**WHEREAS**, although it is the City’s desire to reach its clean energy and carbon emission reduction goals as set forth in this resolution, the City recognizes there may be obstacles, such as financial feasibility and cost effectiveness, that prevent the City from implementing measures to reaching them. If the efforts of the City fall short of the targets, nothing in this resolution suggests any penalty for not meeting the goal—and it should not be considered a failure, but merely a setback that delays the time when the City ultimately reaches the goal, in a fiscally responsible manner for our citizenry; and

**WHEREAS**, “clean energy” includes energy derived from wind, solar, geothermal, hydro and other sources that is not derived from fossil fuel and does not adversely impact communities or the environment; and

**WHEREAS**, the public will continue to be provided opportunities and encouraged to participate in the process for planning and implementation of clean energy and carbon emission reduction initiatives.

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

Section 1. The City of Louisville hereby establishes the following clean energy and carbon emission reduction goals:

1. Meet all of Louisville’s municipal electric needs with 100% carbon-free sources by 2025.
2. Reduce core municipal GHG emissions annually below the 2016 baseline through 2025.
3. Generate 75% of Louisville’s residential and commercial/industrial electric needs from carbon-free sources by 2030.
4. Reduce core community GHG emissions annually below the 2016 baseline through 2030.

Section 2. On an annual basis, the City Council will review progress towards these goals and other relevant information.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

**SUBJECT: CONTRACT APPROVAL FOR THIRD-PARTY REVIEW OF  
TERRACES ON MAIN TAX INCREMENT FINANCING  
APPLICATION FOR DIRECT ASSISTANCE**

**DATE: AUGUST 6, 2019**

**PRESENTED BY: HEATHER BALSER, CITY MANAGER  
ROB ZUCARRO, PLANNING AND BUILDING SAFETY  
DIRECTOR  
STAN ZEMLER, INTERIM ECONOMIC DEVELOPMENT  
DIRECTOR**

**SUMMARY:**

Presented for approval is a contract with Economic and Planning Systems (EPS) to conduct a third-party review of the financial information provided as part of the application for property tax increment financing (TIF) rebate assistance made by Boulder Creek Builders for the Terraces on Main project.

The City Council and Louisville Revitalization Commission (LRC) recently adopted a policy to guide the review of TIF applications, which includes a requirement that the financial information provided by the applicant be reviewed by an independent third-party to verify the financial assumptions in the application:

*Applicants must submit all pertinent project financial information related to the project and the developer organization, including estimated development costs and a financing and operating plan. All financial information shall be referred by the City to a qualified professional for third-party review at LRC expense.*

The City contacted four companies known to provide these review services to request a proposal. Staff received two proposals for service and recommends awarding the contract to EPS. EPS provided the lowest cost proposal and demonstrated the expertise and experience to complete the review. The total cost for the review is not to exceed \$11,170.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City from the contract, as the policy requires that the LRC pay for the third-party review. This will require a future LRC budget amendment, should the contract be approved by both the City Council and LRC. Additionally, any amendments to the LRC budget must be approved by the City Council in accordance with the Cooperation Agreement between the LRC and City. There are additional 2019 LRC budget amendment items under consideration, all of which will be presented during a single public hearing to be scheduled for a later City Council meeting.

**PROGRAM/SUB-PROGRAM IMPACT:**

The review of the TIF rebate assistance application is consistent with the Economic Prosperity program and Business Retention and Development subprogram, which states in part: “attract and retain a diverse mix of businesses the provide good employment opportunities for Louisville residents.”

**RECOMMENDATION:**

Staff recommends approval of the contract with EPS to conduct a review of the TIF rebate assistance application for the Terraces on Main project.

**ATTACHMENT(S):**

- 1. Proposed Contract with EPS for Review of TIF Application for Terraces on Main
- 2. LRC Property Tax Increment Financing Rebate Assistance Policy

**STRATEGIC PLAN IMPACT:**

<input type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input type="checkbox"/>	 <b>Reliable Core Services</b>
<input checked="" type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input type="checkbox"/>	 <b>Collaborative Regional Partner</b>

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE  
AND ECONOMIC & PLANNING SYSTEMS, INC.  
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 Economic & Planning Systems, Inc., 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 services to conduct a third-party review of financial information submitted for a tax increment financing rebate assistance application 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. 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 Stan Zemler 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 Stan Zemler and such person's designees.
- 5.2 The Consultant designates Daniel R. Guimond as its project manager and as the principal in charge who shall be providing the Services under this Agreement. [The primary services shall not be provided by persons other than Daniel Guimond, Principal, Andrew Knudtsen, Managing Principal, and Tim Morzel, Vice President. [Should any of the representatives be replaced, 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 December 31, 2019, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on 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. 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:

Economic & Planning Systems, Inc.  
Attn: Daniel R. Guimond  
730 17<sup>th</sup> Street Suite 630  
Denver, Colorado 80202  
Telephone: (303) 623-3557  
Fax: (303) 623-9049

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:

Economic & Planning Systems, Inc.

By:   
Daniel R. Guimond  
Title: Principal

## 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:  
Economic & Planning Systems, Inc.

By 

Title: Principal

8-1-19  
Date

## Exhibit B Scope of Services

### Scope of Work

#### Project Description

The City of Louisville has requested that Economic & Planning Systems (EPS) submit a scope of work and budget for a review of a request for tax increment financing (TIF) revenues submitted by Boulder Creek Neighborhoods (the "Developer"). The Developer is requesting TIF in order to assist with the redevelopment of 712-722 Main Street into a 2-3 story, 22,020 square foot office and retail building. The Developer has stated that the project is not financially viable without assistance from the City due to the fact that rental rates in the City of Louisville do not support current construction costs.

#### Task 1: Project Initiation

EPS will complete a project kick-off with City staff to discuss key objectives, issues, and deliverables and to outline a project schedule. Following this kick-off, EPS will also meet with the applicant to better understand their TIF request and to address any outstanding questions.

#### Task 2: "But-for" Analysis

The Developer has provided an overview of their project as well as a high level financial pro forma. In addition to this information, EPS will request more detailed financial models or documents relating to the ongoing costs and revenues of the proposed project. This analysis will provide the basis for beginning to define a project gap and a reasonable level of public investment. In other words, this analysis will answer the questions: 1) "but for" the public investment the Project is financially infeasible; and 2) what level of public investment is appropriate to provide the Developer with a reasonable rate of return given current financial conditions and the associated level of development risk.

This analysis will evaluate the performance of the project under alternative scenarios that evaluate project feasibility with and without TIF revenues. At a minimum, EPS will run two versions of the model that will include the following:

- **Baseline Scenario** – The Baseline Scenario will reflect assumptions and estimates provided by the Developer and will be used to ensure that there are not technical model inaccuracies in the Developer's request for TIF. This model will also be used to determine a baseline from which to test alternative assumptions.
- **Alternative Scenario(s)** – Based on EPS' review of the project assumptions and Developer's pro forma, along with discussions with City staff, EPS may develop one to two alternative scenarios that reflect any potential revisions to key model inputs. The results of this model will be used to estimate potential project funding gaps and determine project sensitivities to various model inputs, lease rates, vacancy rates, operating costs, and other key variables. This analysis will help the City determine if the level of TIF is appropriate or if there are excess returns generated in the project, potentially justifying a lower amount of public investment through TIF.

**Task 3: Financial Model and Memo Report**

The analysis outlined in this scope of work will be detailed in a comprehensive financial model and summary memo report including key project components, TIF revenue estimates, project feasibility with and without TIF revenues, and a range of sensitivity analyses.

**Task 4: Presentations**

If requested, EPS will make a presentation to the Louisville Revitalization Commission and a second presentation to City Council summarizing our analysis and findings. These presentations will be made by Andrew Knudtsen and will provide an overview of the methodology used to estimate the need for public financing, a summary of the initial assumptions used by the Developer, any changes that are recommended by EPS, and the final estimated public financing that the project requires in order to move forward.

### Exhibit C Budget

EPS agrees to complete the above work program on a time and charges basis up to a maximum of \$11,170. Additional meetings and presentations not included in the above work program will be billed on a time and materials basis. The approximate breakdown of level of effort by task and staff level is shown in **Table 1**.

**Table 1. Budget by Task**

Description	Principal	Vice President	Research/ Production	Total
<b>Billing Rate</b>	<b>\$240</b>	<b>\$180</b>	<b>\$100</b>	
<b>Labor Costs</b>				
Task 1: Project Initiation	2	4	0	\$1,200
Task 2: "But-For" Analysis	4	12	2	\$3,320
Task 3: Financial Model and Memo Report	4	10	2	\$2,960
Task 4: Council and LRC Presentation	<u>6</u>	<u>10</u>	<u>2</u>	<u>\$3,440</u>
<b>Total Hours</b>	<b>16</b>	<b>36</b>	<b>6</b>	<b>\$10,920</b>
<b>Dollars by Person</b>	<b>\$3,840</b>	<b>\$6,480</b>	<b>\$600</b>	
<b>Direct Costs</b>				
Travel & Miscellaneous				\$250
<b>Subtotal</b>				<b>\$250</b>
<b>Total Project Cost</b>				<b>\$11,170</b>

Source: Economic & Planning Systems

# **LOUISVILLE REVITALIZATION COMMISSION**

## **Property Tax Increment Financing Rebate Assistance Policy**

**Implementation Date: 7/15/19**

### **Introduction:**

The Louisville Revitalization Commission (“LRC”) is the Urban Renewal Authority for the City of Louisville, Colorado (“City”). The LRC’s mission includes implementing the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”) which was adopted by the City of Louisville in December 2006.

The purpose of the Plan is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area (“URA”) and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout the Louisville downtown business district.

### **Policy on Use of Property Tax Increment Rebates:**

It is the principal goal of the urban renewal effort to afford maximum opportunity, consistent with the sound needs of the City as a whole, to redevelop and rehabilitate the Area by private enterprise. The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and preventing deterioration of properties in the Area. It is the City’s general intent to use urban renewal funds to support public infrastructure improvements that are needed to facilitate private investment and reinvestment in the plan area.

In unique situations, and on a case-by-case basis, in the sole and absolute discretion of the LRC and the City, certain forms of financial and other economic assistance may be awarded to a private property owner to undertake projects to redevelop or rehabilitate properties contained in the Area. Projects that are awarded support must demonstrate that they would provide exceptional and unique public benefits to qualify and would not be reasonably expected to be feasible without City financial or other economic support.

### **Property Tax Increment Rebates for Private Development:**

It is the policy of the LRC and the City that consideration may be given to requests for financial assistance by the use of property tax increment rebates to private property owners within the LRC authority to collect incremental property taxes from taxable new construction in the Area and to provide assistance to projects meeting the goals and objectives in the Highway 42 Urban Renewal Plan and which are also deemed to be in the best interests of the City.

To be considered for assistance, proposed projects must support the overall goals of the City and the Plan which specifically include promoting an environment which allows for a range of uses and product types which can respond to market conditions over time along with furthering the goals and objectives of the Louisville Comprehensive Plan; Highway 42 Framework Plan, Historic Preservation Plan and other relevant policies, while leveraging the community's investment in public improvement projects in the Area.

In addition to eliminating and preventing blight, proposed projects must address at least three or more of the objectives outlined in the Plan. Those objectives include:

- A. Improve relationship between the URA and surrounding areas
- B. Provide uses supportive of and complementary to planned improvements
- C. Encourage a mix of uses and/or mixed-use projects
- D. Promote a variety of products to address multiple income segments
- E. Provide ease of vehicular and pedestrian circulation and improve connections
- F. Encourage continued presence of businesses consistent with the plan vision
- G. Mitigate impacts from future transportation improvements
- H. Encourage public-private partnerships to implement the plan
- I. Encourage shared parking among projects in the area
- J. Landscape streetscapes to unify uses and plan components.

As specifically related to the use of property tax increment financing, a proposed project must clearly demonstrate that the project will provide the clear and present potential to generate substantial increases to the property tax values directly attributable to the project which could support the sharing of the incremental property tax increments between the property owners and the LRC.

### **Criteria for Evaluation**

After a property owner submits an application for property tax increment rebate assistance, the project will be evaluated based on how the project provides positive impacts to the community and how the project addresses the following criteria:

1. The elimination or prevention of blight in the URA
2. The ability to stimulate growth and reinvestment in the URA
3. The economic benefits to the community from the project
4. The effect of the project on surrounding property
5. The increase in property value created from the project
6. For property within downtown Louisville, the project is consistent with the City's historic preservation goals and objectives.

In addition to the criteria listed above, the LRC will give special consideration to projects that will also provide potential sales and other forms of tax revenue increases to the City and/or other significant community benefits, which might include but would not be limited to; providing outdoor and indoor public spaces, public art, affordable housing,

transportation infrastructure improvements, parking beyond the needs of the project and historic building restoration or improvements.

### **Potential Property Tax Increment Rebate Consideration**

The LRC and the City may consider awarding a 50% property tax increment rebate for a period up to five (5) years from the direct collection of the incremental property taxes attributable to the project. However, for projects that provide extraordinary community benefits or will generate substantial sales and other taxes for the City, the LRC and the City Council may consider awarding up to a 90% property tax increment rebate for a period of up to ten (10) years. No assistance will be granted to a project beyond the 2033 LRC budget year.

### **Project Transfer Criteria**

Transfers of a property tax increment rebate agreement may be made under at least one of the following circumstances:

- The new entity is wholly or significantly owned by the previous owners of the project
- The project is being transferred to at least one of the business/tenant (or an entity owned and controlled by the business/tenant) occupying the building
- To a non-related entity only after the project receives a Certificate of Occupancy after construction is complete, and only with the written consent of the City and LRC.

A property tax increment rebate agreement will contain an expiration date, upon which the agreement will expire if the project is not timely completed.

Applicants for tax increment property tax rebates or other financial assistance must first obtain the City's required land-use approvals for the project prior to receiving approval by the LRC and by the City for the financial assistance.

Applicants must submit all pertinent project financial information related to the project and the developer organization, including estimated development costs and a financing and operating plan. All financial information shall be referred by the City to a qualified professional for third-party review at LRC expense

All information submitted to the LRC or to the City is subject to public disclosure consistent with the requirements of the Colorado Open Records Act, the City of Louisville Charter, and related City, policies and ordinances.

The application for property tax increment rebate assistance may be found on the City's website at the following address:

<http://www.louisvilleco.gov/home/showdocument?id=22682>

### **Contact Information**

For additional information on Louisville's Urban Renewal assistance options, please contact [dburgess@louisvilleco.gov](mailto:dburgess@louisvilleco.gov).

**SUBJECT: DISCUSSION/DIRECTION – SOLID WASTE TRANSITION  
UPDATE**

**DATE: AUGUST 6, 2019**

**PRESENTED BY: KURT KOWAR, DIRECTOR OF PUBLIC WORKS AND UTILITIES**

**SUMMARY:**

Staff is providing a brief update of key dates and activities for the last month of the solid waste contract transition from Western Disposal to Republic Services.

**PROGRAM/SUB-PROGRAM IMPACT:**

This supports the Solid Waste, Recycling, and Composting Sub-Program Objective of enabling residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.

**ATTACHMENT(S):**

1. Presentation

**STRATEGIC PLAN IMPACT:**

<input checked="" type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input checked="" type="checkbox"/>	 <b>Reliable Core Services</b>
<input type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input checked="" type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input type="checkbox"/>	 <b>Collaborative Regional Partner</b>

# City Council Solid Waste Transition Update

City of Louisville, Colorado

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*July 30, 2019*

# Final Transition Timelines

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- ❖ July - New Bin Selection (Closed July 19)
- ❖ August 5-9 - 2nd Republic Newsletter and Calendar
- ❖ August 12-30 - Delivery of Republic Carts. Tags on Carts to Communicate the Day Service Starts
- ❖ August 14 - Utility Insert
- ❖ August 22-23 - Last Western Compost Pickup. Western Compost Bins Picked Up
- ❖ August 20-23 - Neighborhood Meetings to Meet Republic
- ❖ August 28 - Utility Insert
- ❖ August 29-31 - Last Western Trash and Recycle Pickup. Western Trash and Compost Bins Picked Up
- ❖ September 3-6 - Republic Services Begins Service

# Neighborhood Meetings

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- ❖ Tuesday: August 20, 6-7pm  
Centennial Park
- ❖ Wednesday: August 21, 6-7pm  
Memory Square
- ❖ Thursday: August 22, 6-7pm  
Harper Lake
- ❖ Friday: August 23, 6-7pm  
Heritage Park



# Additional Program Services

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- ❖ September 14, Saturday - Annual Bulk Item Pickup (Up to 5 Bulk Items)
- ❖ October 19, Saturday - Curbside Leaf and Branch Removal for Tues / Wed Customers.
- ❖ November 9, Saturday - Curbside Leaf and Branch Removal for Thurs / Fri Customers.

# Compost

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- ❖ Currently it is anticipated that the Emerald Ash Borer Quarantine may be lifted in 1st Quarter, 2020.
- ❖ Republic and the City are partnering to maintain compliance through Colorado Agricultural Compliance Agreement.
- ❖ Compost may be transported out of the Quarantine Zone without processing from October - April 1.
- ❖ The City and Republic are working under a current assumption that the Quarantine will be lifted prior to April 1.
- ❖ If Quarantine is not lifted then the City and Republic will review alternatives.

# What Should People Do If.....

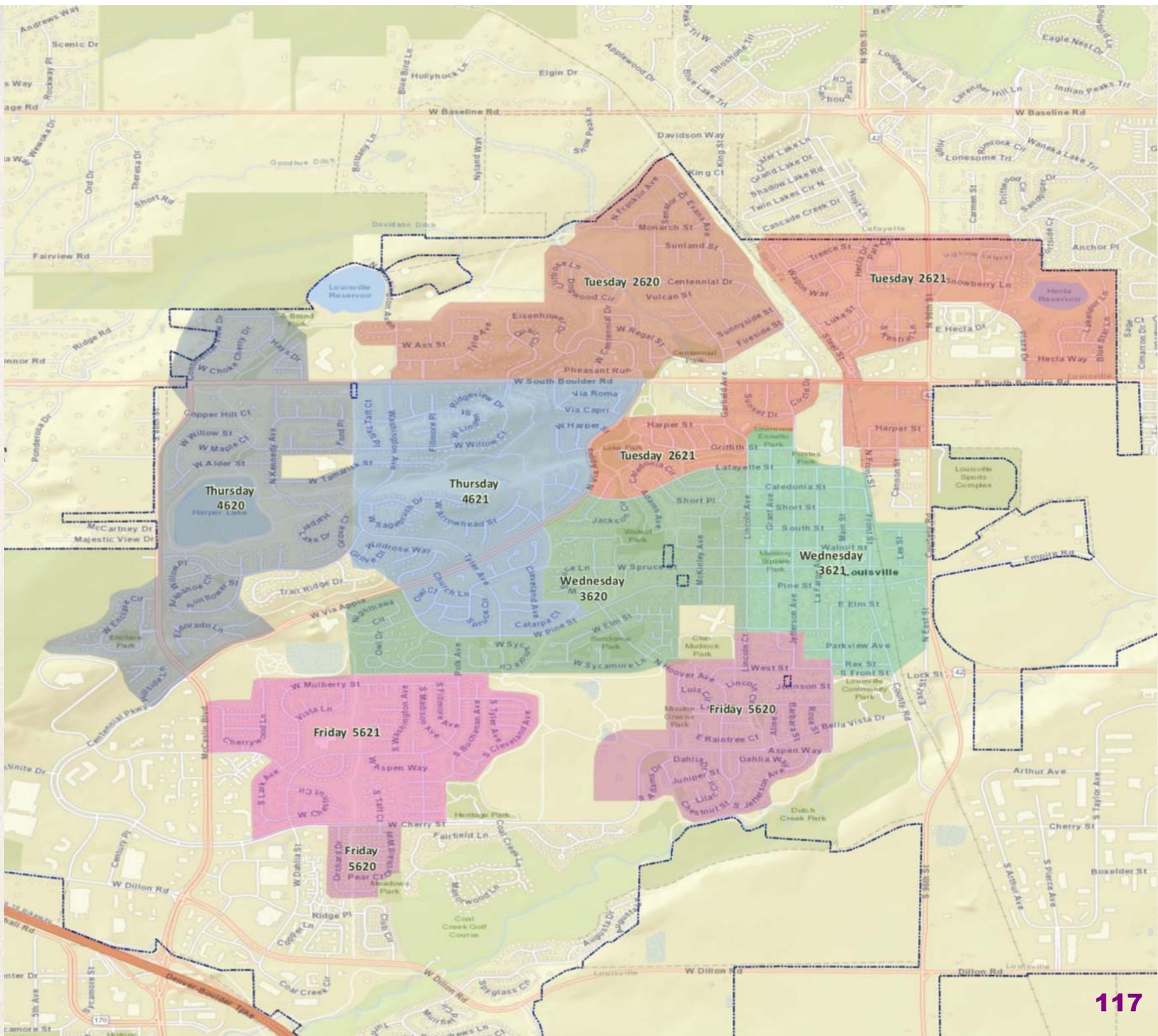
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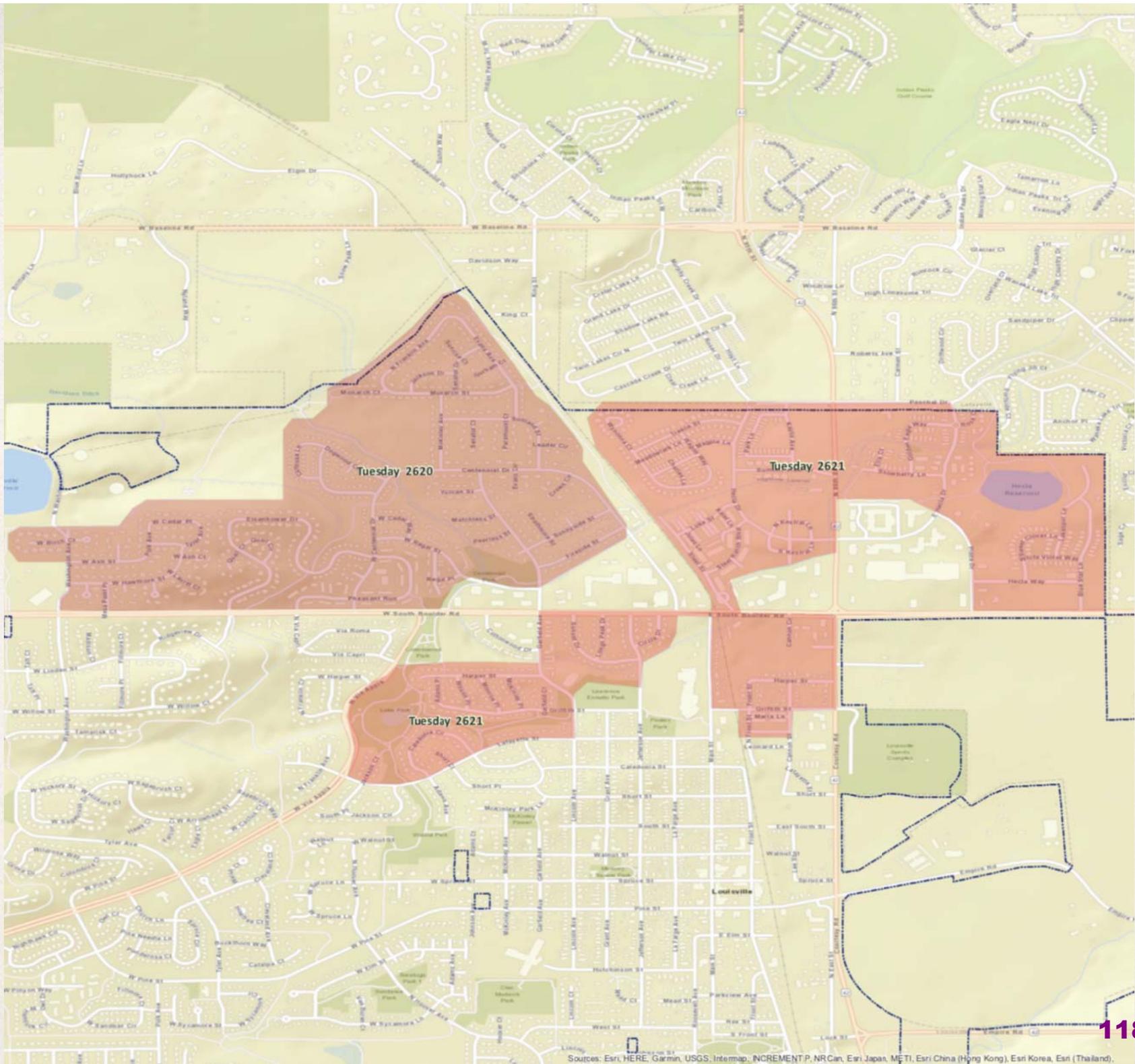
- ❖ Call the Louisville Republic Customer Service Number at 303-286-5400.

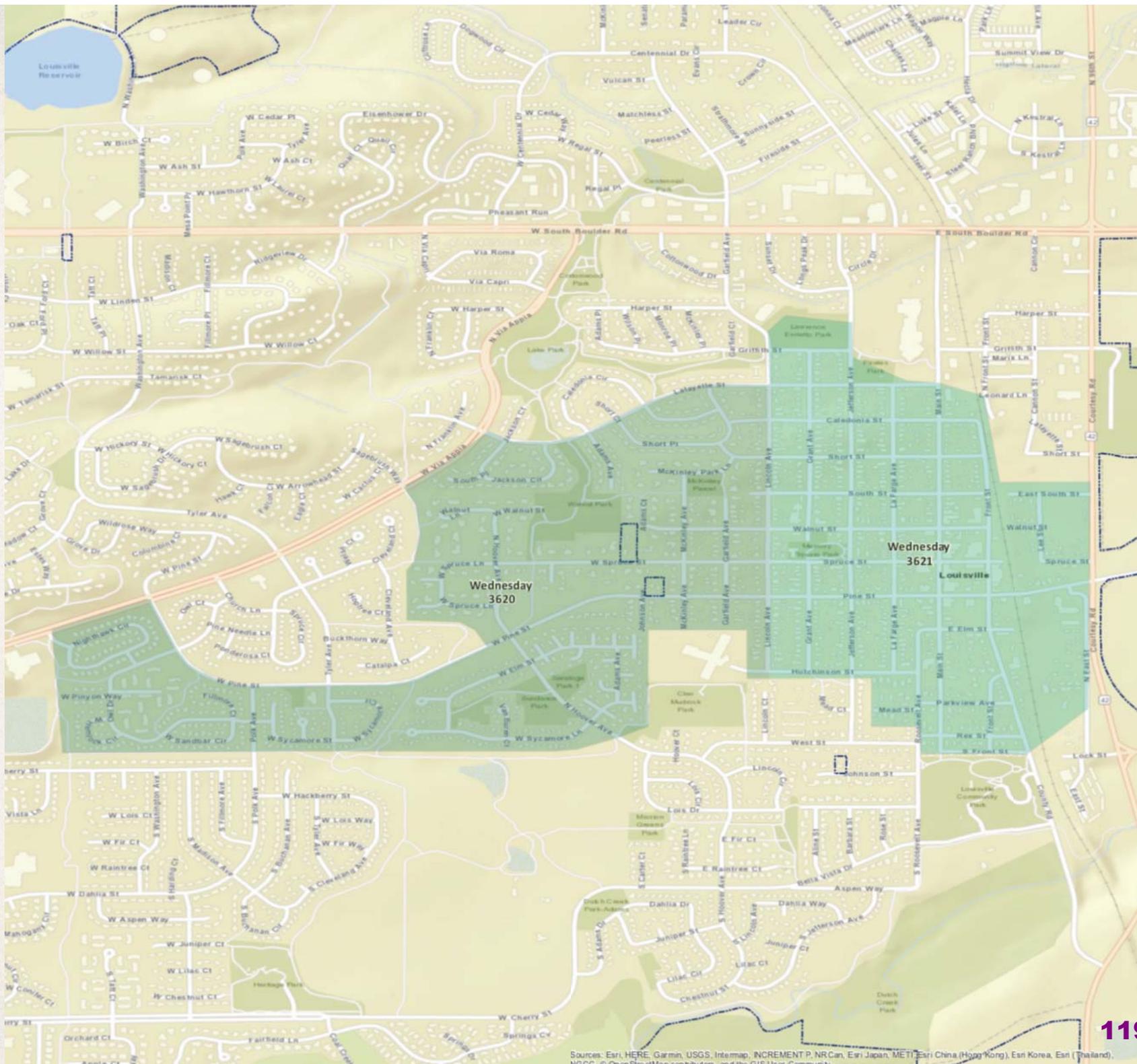
# Rates

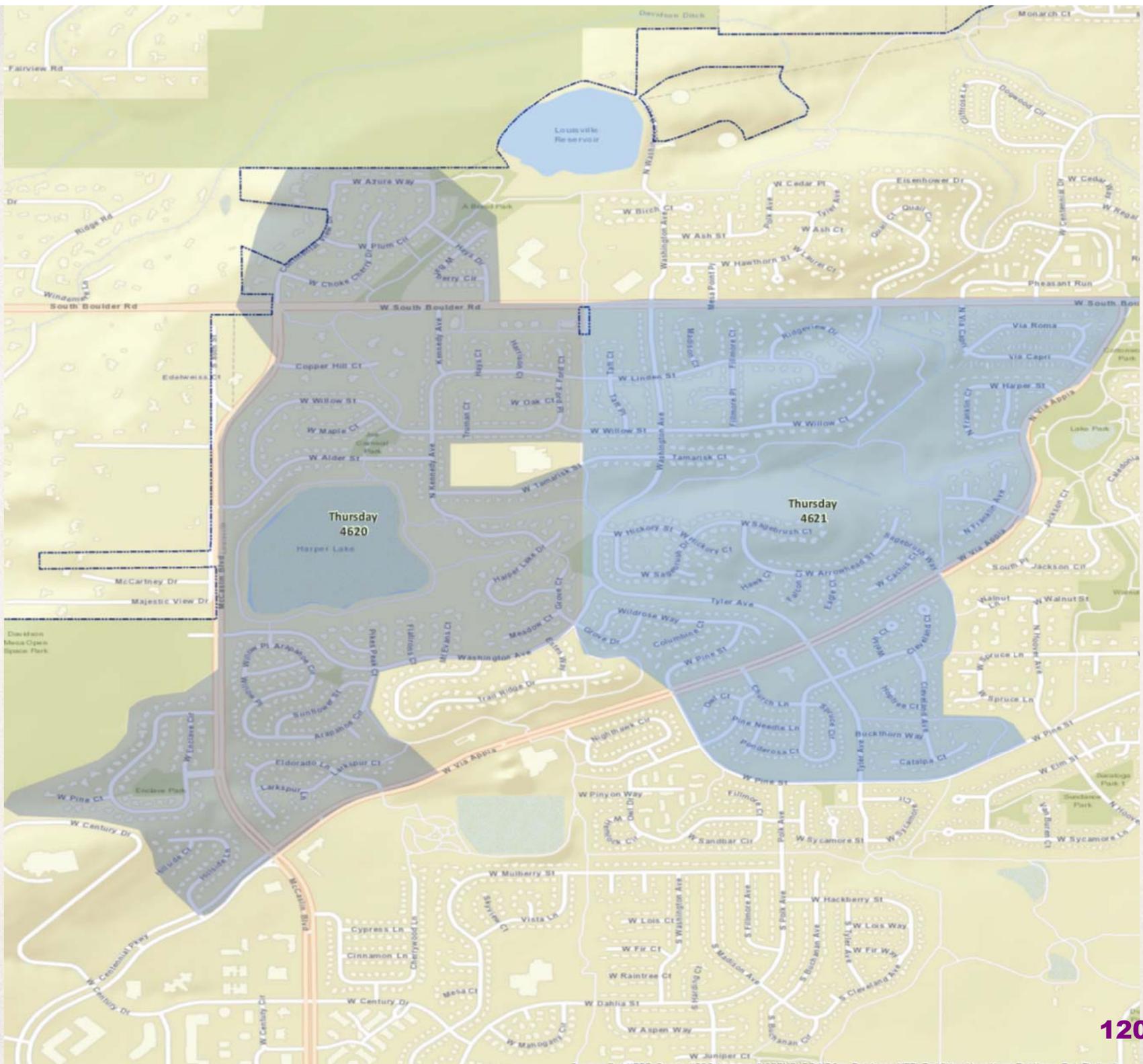
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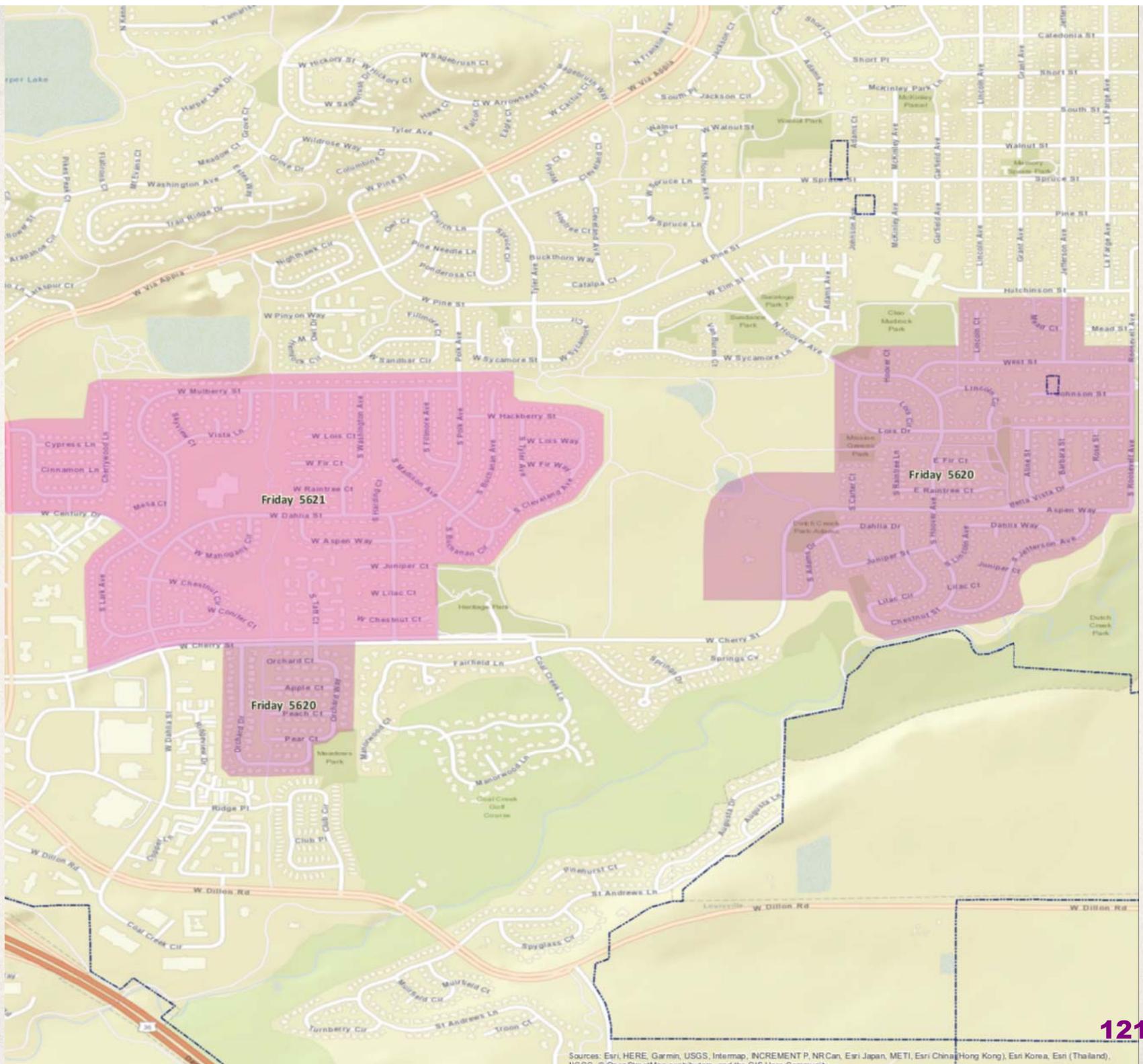






Thursday  
4620

Thursday  
4621



Friday 5621

Friday 5620

Friday 5620

**SUBJECT:**           **ORDINANCE NO. 1780, SERIES 2019 – AN ORDINANCE  
AMENDING CHAPTER 3.20 OF THE LOUISVILLE MUNICIPAL  
CODE CONCERNING THE APPEALS PROCESS FOR TAX  
DECISIONS**

**DATE:**               **AUGUST 6, 2019**

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

**SUMMARY:**

This ordinance updates the City’s laws regarding appeals of sales and use tax decisions by referencing the state law which likewise applies to such appeals. The section of the Louisville Municipal Code governing tax appeals currently describes the process under the Rule 106 of the Colorado Rules of Civil Procedure. The amendments set forth in this ordinance provide reference to the additional processes provided in C.R.S. § 29-2-106.1, including review by the Executive Director of the Colorado Department of Revenue of a final decision of the City and further appeal to district court for a de novo review.

**FISCAL IMPACT:**

The Finance Department will need to update its forms to reflect the updated ordinance. Otherwise, there is little to no impact on departmental processes.

**PROGRAM/SUB-PROGRAM IMPACT:**

The goal of the Finance and Tax Administration is to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration, and support. This update to the municipal code helps ensure responsive and transparent processes for our tax payers.

**RECOMMENDATION:**

Approve ordinance on first reading, send it out for publication, and set the public hearing for August 20, 2019.

**ATTACHMENT(S):**

1. Ordinance No. 1780, Series 2019

**STRATEGIC PLAN IMPACT:**

<input checked="" type="checkbox"/>	 <b>Financial Stewardship &amp; Asset Management</b>	<input checked="" type="checkbox"/>	 <b>Reliable Core Services</b>
<input type="checkbox"/>	 <b>Vibrant Economic Climate</b>	<input type="checkbox"/>	 <b>Quality Programs &amp; Amenities</b>
<input type="checkbox"/>	 <b>Engaged Community</b>	<input type="checkbox"/>	 <b>Healthy Workforce</b>
<input type="checkbox"/>	 <b>Supportive Technology</b>	<input type="checkbox"/>	 <b>Collaborative Regional Partner</b>

**ORDINANCE NO. 1780  
SERIES 2019**

**AN ORDINANCE AMENDING CHAPTER 3.20 OF THE LOUISVILLE MUNICIPAL  
CODE CONCERNING THE APPEALS PROCESS FOR TAX DECISIONS**

**WHEREAS**, taxpayers challenging assessments of municipal sales and use tax are afforded processes under both City and state law; and

**WHEREAS**, the City Council desires to amend Section 3.20.540 of the Louisville Municipal Code to update the City's tax appeals process to reflect provisions of state statute.

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

**Section 1.** Section 3.20.540 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

A. ~~Any person~~A taxpayer who is aggrieved by the final decision of the finance director after a hearing may have same reviewed by the district court. The procedure of review shall be in accordance with Rule 106 of the Colorado Rules of Civil Procedure. The petition or complaint for district court review must be filed within thirty (30) days from the date of the final decision of the finance director. Any party, including the city, may appeal the final order or decision of the finance director and, also, the decision of the district court (or such other tribunal having jurisdiction), using all judicial, appellate, and extraordinary proceedings available.

B. In lieu of the procedure in subsection A of this section, the taxpayer may proceed to have the final decision of the finance director reviewed under section 29-2-106.1 of the Colorado Revised Statutes.

**Section 2.** If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3.** 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 6<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
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 20<sup>th</sup> day of  
August, 2019.

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

ATTEST:

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