City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, December 17, 2019
City Hall
749 Main Street
7:00 PM

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND ON THE CONSENT 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: November 25, 2019; December 3, 2019
C. Approval of January 14 as a Special Meeting
D. Approval of Contract for City Attorney Services
E. Approval of Resolution No. 51, Series 2019 – A Resolution Approving a Preservation and Restoration Grant for the Ball House Located at 1117 Jefferson
F. Approval of Resolution No. 52, Series 2019 – A Resolution Approving an Amendment to an Agreement with the Urban Drainage and Flood Control District D/B/A as Mile High Flood District for Drainage and Flood Control Improvements for Bullhead Gulch
G. Approval of Resolution No. 53, Series 2019 – A Resolution Approving the First Amendment to the Intergovernmental Agreement-Service Level and Funding Agreement for User Law Enforcement Agencies

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.

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

H. Approval of Resolution No. 54, Series 2019 – A Resolution Approving a Master Agreement and Service Order with Markley Designs
I. Approval of Resolution No. 55, Series 2019 – A Resolution Amending the Membership of the Louisville Historical Commission
J. Approval of Resolution No. 56, Series 2019 – A Resolution Approving an Intergovernmental Agreement with Boulder County for Bus Stop Funding
K. Award Contract to Axe Roofing for Water Treatment Plant Hail Damage Corrective Repair
L. Approval of 2020 City Council Appointments to Boards and Commissions

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

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

7:15 – 7:30 PM

A. APPOINTMENT OF WARD III COUNCILMEMBER

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

7:30 – 8:00 PM

B. ORDINANCE NO. 1786, SERIES 2019 – AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT THE SALE OF TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES, TO PERSONS UNDER THE AGE OF TWENTY-ONE – 2ND READING, PUBLIC HEARING (advertised *Daily Camera* 12/8/19)

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

8:00 – 8:15 PM

C. RESOLUTION NO. 57. SERIES 2019 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH FRESCA FOODS, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

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

8:15 – 8:30 PM **D. RESOLUTION NO. 58. SERIES 2019 – A RESOLUTION APPROVING A GRADE CROSSING SIGNAL INSTALLATION AGREEMENT WITH BNSF RAILWAY COMPANY**

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

8:30 – 8:45 PM **E. 2020 CONTRACT FOR WATER ATTORNEY SERVICES WITH HILL & POLLOCK, LLC**

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

8:45 – 9:00 PM **F. 2020 CONTRACT FOR CITY PROSECUTOR SERVICES WITH CRIBARI LAW FIRM**

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

9:00 – 9:15 PM **G. RESOLUTION NO. 59, SERIES 2019 – A RESOLUTION SETTING THE COMPENSATION OF THE DEPUTY MUNICIPAL JUDGE**

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

9:15 – 9:30 PM **H. DISCUSSION/DIRECTION/ACTION – PROCESS FOR FILLING MUNICIPAL JUDGE VACANCY**

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

9:30 – 9:35 PM **I. ORDINANCE NO. 1787, SERIES 2019 – AN ORDINANCE AMENDING THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN (GDP) CONCERNING ALLOWED USES AND DENSITIES FOR LOTS 2 AND 3, CENTENNIAL VALLEY PARCEL O, 7TH FILING – 1ST READING, SET PUBLIC HEARING 1/7/20**

- City Attorney Introduction
- Action

9:35 – 9:40 PM **J. ORDINANCE NO. 1788, SERIES 2019 – AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE TO INCREASE THE SALARY OF THE PRESIDING MUNICIPAL JUDGE – 1ST READING, SET PUBLIC HEARING 1/7/20**

- City Attorney Introduction
- Action

9. CITY ATTORNEY'S REPORT

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

a. ECONOMIC VITALITY COMMITTEE
b. FINANCE COMMITTEE
c. LEGAL REVIEW COMMITTEE
d. UTILITY COMMITTEE
e. COLORADO COMMUNITIES FOR CLIMATE ACTION
f. COMMUTING SOLUTIONS
g. CONSORTIUM OF CITIES
h. DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE
i. DENVER REGIONAL COUNCIL OF GOVERNMENTS
j. JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE)
k. REVITALIZATION COMMISSION
l. XCEL ENERGY FUTURES

11. ADJOURN

CASH ACCOUNT: 001000 101001 WARRANT: 120519 12/05/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14154	ALLSTREAM	DEC 19 PHONE CIRCUITS	950.90
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,729.33
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	20,010.05
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	7,887.00
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	9,421.89
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	16,656.15
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	4,445.28
14621	CHAD ROOT	EXPENSE REPORT 10/28-11/2	156.60
13947	DAVID HAYES	TRAVEL RECON 10/26-10/29/	105.28
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 1	312.49
2475	HILL PETROLEUM	UNLEADED AND BIODIESEL FU	11,161.05
9750	LEGALSHIELD	#22554 DEC 19 EMPLOYEE PR	383.75
99999	DENNIS O'ROURKE	RETURNED ACH PP24 2019	132.92
99999	GERALD & REBECCA SMITH	UTILITY REFUND 379 LILAC	243.95
3370	PETTY CASH - JILL SIEWERT	PETTY CASH LIBRARY	177.68
10951	PINNACOL ASSURANCE	WORKERS COMP DEDUCTIBLES	759.16
14532	UNITED REFRIGERATION INC	HVAC PARTS	120.73
	18 INVOICES	WARRANT TOTAL	82,083.39

CASH ACCOUNT: 001000 101001 WARRANT: 121719 12/17/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120WATER AUDIT LLC	Lead & Copper Sampling	10,500.00
14578	5280 DIGITAL INC	CHANNEL 8 BROADCAST REPAI	1,031.35
12890	ADAMSON POLICE PRODUCTS	UNIFORM PANTS KELLEY	46.79
12890	ADAMSON POLICE PRODUCTS	BALLISTIC VEST CHITWOOD	1,000.00
12890	ADAMSON POLICE PRODUCTS	RIFLE ACCESSORY MURPHY	570.00
12890	ADAMSON POLICE PRODUCTS	BALLISTIC VESTS CREDIT	-308.00
12890	ADAMSON POLICE PRODUCTS	FIREARMS CREDIT	-85.00
14588	ADAPT PHARMA INC	NARCAN SPRAY	900.00
14521	AJ'S BACKFLOW TESTING LLC	BACKFLOW DEVICE TESTING	675.00
1006	ALL CURRENT ELECTRIC INC	Building Inspections	4,000.00
14596	AMERICAN ELEVATOR PROFESSIONAL	Elevator Inspections	1,900.00
12150	ANIMAL & PEST CONTROL SPECIALI	Prairie Dog PERC on Open	5,450.00
14713	AQUATIC RESOURCES LLC	Chlorine Supplies RSC	3,469.28
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	17,101.90
14841	AXE ROOFING LLC	BID PACKAGE #4 CITY CENTR	7,350.85
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	42.22
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	101.43
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	8.24
14764	BASELINE ENGINEERING CORPORATI	SCWTP Admin Building Desi	1,800.00
13702	BIRDS OF PREY FOUNDATION	EDUCATION PROGRAM	250.00
14730	BLUE 360 MEDIA LLC	COLO PEACE OFFICER HANDBO	1,999.08
640	BOULDER COUNTY	NOV 19 BOULDER COUNTY USE	54,973.94
640	BOULDER COUNTY	2019 DISPATCH SERVICES	304,132.00
14438	BRANNAN CONSTRUCTION COMPANY	2019 Water Main Replaceme	102,717.18
14438	BRANNAN CONSTRUCTION COMPANY	2019 Water Main Replaceme	5,383.20
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Road Base and Squeeg	359.71
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Road Base and Squeeg	1,245.76
14850	BRIDGEPAY NETWORK SOLUTIONS LL	NOV 19 BRIDGEPAY CC FEES	9.40
14461	C & R ELECTRICAL CONTRACTORS I	FIELD LIGHTING REPAIR SC	953.00
248	CDW GOVERNMENT	POWER SUPPLY CMO	55.00
248	CDW GOVERNMENT	2019 Computer Replacement	8,463.84

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
248	CDW GOVERNMENT	POWER SUPPLIES LIB	86.88
248	CDW GOVERNMENT	EXTERNAL DVD PD	26.80
248	CDW GOVERNMENT	2019 Computer Replacement	5,320.80
248	CDW GOVERNMENT	2019 Computer Replacement	981.00
5755	CENTENNIAL EQUIPMENT CO INC	SAMPLE PUMPS WET END KITS	781.13
935	CENTENNIAL PRINTING CO	2019 Utility Bill Insert	390.00
935	CENTENNIAL PRINTING CO	BUSINESS CARDS BLDG	186.00
935	CENTENNIAL PRINTING CO	NO PARKING SIGNS	75.00
10773	CENTRIC ELEVATOR CORP	EMERGENCY ELEVATOR REPAIR	413.75
10773	CENTRIC ELEVATOR CORP	DEC 19 ELEVATOR MAINT CH	306.18
10773	CENTRIC ELEVATOR CORP	DEC 19 ELEVATOR MAINT PC	274.42
10773	CENTRIC ELEVATOR CORP	DEC 19 ELEVATOR MAINT LIB	511.33
10773	CENTRIC ELEVATOR CORP	DEC 19 ELEVATOR MAINT RSC	300.96
14688	CESCO LINGUISTIC SERVICES	SPANISH INTERPRETER	140.00
13964	CHANDLER ASSET MANAGEMENT	NOV 19 INVESTMENT FEES	2,309.42
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate NWTP	2,704.65
14427	CHRISTINE STANDEFER	CONTRACTOR FEES TRI TRAIN	109.20
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	50.64
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	50.64
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	50.64
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	226.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
9524	CITY OF BOULDER	OVERDRIVE HOSTING	702.00
14118	CLUB PROPHET SYSTEMS	DEC 19 POS SOFTWARE	610.00
1033	COAL CREEK COLLISION CENTER	REPAIR UNIT 4119	1,183.39
14447	CODE CONSULTANTS INTERNATIONAL	Plan Reviews	3,875.00
10813	COLO ASSOC OF CHIEFS OF POLICE	OFFICER SELECTION TEST FO	1,172.50
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	231.30
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	231.30
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	157.50
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	157.50
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	231.30
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	231.30
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	766.00
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	239.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	157.50
10916	COLORADO CODE CONSULTING LLC	Plan Review	4,000.00
11353	COLORADO LIBRARY CONSORTIUM	COURIER SERVICE	5,364.00
13897	COMPASS MINERALS AMERICA INC	2019 Bulk Qwiksalt	7,870.67
13897	COMPASS MINERALS AMERICA INC	2019 Bulk Qwiksalt	4,057.83
13897	COMPASS MINERALS AMERICA INC	2019 Bulk Qwiksalt	2,241.58
13897	COMPASS MINERALS AMERICA INC	2019 Bulk Qwiksalt	6,193.28
12050	COMPUTER TERRAIN MAPPING INC	TRAIL MAP EDITS	665.00
13370	CRIBARI LAW FIRM, PC	NOV 19 PROSECUTING ATTORN	3,519.00
14877	CRS INSURANCE BROKERAGE INC	FIDUCIARY LIABILITY INSUR	6,628.00
13685	DEWBERRY ENGINEERS INC	HMI IMPROVEMENTS WTP	1,819.96
13843	DIETZE AND DAVIS, PC	NOV 19 MUNICIPAL JUDGE SE	2,600.00
14367	DUNAKILLY MANAGEMENT GROUP COR	MEDIAN LANDSCAPE RENOVATI	1,000.00
12393	DUTY FREE PETS LLC	DOG WASTE BAGS	1,200.00
14657	ECOTONE CORPORATION	2019 Prescribed Fire Vege	5,200.00
14835	EDGE CONTRACTING INC	SH 42 Underpass Construct	157,639.20
14691	EEG ENTERPRISES INC	NOV 19 CHANNEL 8 CLOSED C	299.00
14691	EEG ENTERPRISES INC	CHANNEL 8 CLOSED CAPTIONI	299.00
1915	EXQUISITE ENTERPRISES INC	NAMEPLATES COUNCIL	17.60
14878	FERGUSON ENTERPRISES LLC #3325	UTILITY PARTS	1,050.83
13069	GLACIER CONSTRUCTION CO INC	SCWTP Onsite Chlorine Gen	36,105.70
2310	GRAINGER	SPILL BERM WTP	309.26
2310	GRAINGER	PIPE REPAIR KIT WTP	11.56
2310	GRAINGER	ICE MELT WTP	127.28
14576	GREEN LANDSCAPE SOLUTIONS LLC	Landscape Maint Front St	550.00
246	GREEN MILL SPORTSMAN CLUB	RANGE USE	300.00
2405	HACH COMPANY	LAB SUPPLIES WTP	163.58
2405	HACH COMPANY	LAB SUPPLIES WTP	523.25
2405	HACH COMPANY	SALT BRIDGE WTP	1,024.00
2405	HACH COMPANY	TURB STANDARDS WTP	2,115.36

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2415	HARCROS CHEMICALS INC	Salt SWTP	931.00
14794	HIGH COUNTRY PIPE & UTILITY	2019 Sanitary Sewer Main	354.70
1902	HILLYARD INC	JANITORAL SUPPLIES	77.94
645	HUMANE SOCIETY OF BOULDER VALL	2019 3Q ANIMAL IMPOUND FE	2,687.50
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	274.73
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	8.79
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	52.39
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	145.60
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	173.84
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	231.95
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	32.01
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	43.45
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	225.87
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	64.58
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	133.24
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	46.45
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	206.06
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	102.19
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	31.68
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	23.51
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	41.90
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	67.81
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	124.19
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	341.71
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	140.66
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	37.54
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	49.77
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	120.37
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	153.44
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.50
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	75.83
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	61.60
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	6.00
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	400.82
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	24.71
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	30.08
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	118.04
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	43.99
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	32.73
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.50
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	16.67
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	103.28
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.19
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	179.60
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	63.24

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	100.48
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	52.56
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	7.77
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	92.85
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	232.45
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	162.51
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	9.79
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	59.98
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	292.05
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	18.78
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	132.85
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	216.37
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	24.44
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	55.11
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	67.20
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	26.87
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	21.43
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	28.57
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	235.44
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	9.89
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	42.31
13280	INSIGHT PUBLIC SECTOR INC	MS OFFICE HR TRAINING LAP	1,881.67
13280	INSIGHT PUBLIC SECTOR INC	ADOBE SUBSCRIPTION CREDIT	-32.59
12462	INSTANT IMPRINTS	UNIFORM SHIRTS FM	1,036.54
12462	INSTANT IMPRINTS	TRAFFIC CONTROL BOX PAINT	250.00
14048	INTERFACE COMMUNICATIONS COMPA	REC CENTER CABLING	1,135.50
13778	INVISION GIS LLC	GIS & AM Implementation S	10,505.00
13778	INVISION GIS LLC	GIS & AM Implementation S	545.00
11289	JVA INC	WWTP Process Feasibility	4,399.98
11289	JVA INC	Fluoride Equipment Design	6,152.18
2360	KELLY PC	NOV 19 LEGAL SERVICES	20,724.00
14766	KENNEDY/JENKS CONSULTANTS INC	FOG Consulting Services	1,845.50
3005	LEWAN & ASSOCIATES INC	HP M428FDN PRINTER COURT	449.00
3070	LL JOHNSON DISTRIBUTING CO	SOIL MOISTURE PROBE GCM	1,601.35
9087	LORIS AND ASSOCIATES INC	SH 42 Underpass Design	6,605.00
5432	LOUISVILLE FIRE PROTECTION DIS	NOV 19 FIRE DISTRICT FEES	13,855.00
14071	MARY RITTER	CONTRACTOR FEES 30044-1	283.50
14071	MARY RITTER	CONTRACTOR FEES 30043-3	604.80

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14071	MARY RITTER	CONTRACTOR FEES 30044-2	151.20
13525	MICHAEL BAKER JR INC	CM Contract 42 and Short	19,603.86
14484	MIDWEST TAPE LLC	ADULT BOOKS AND MEDIA	14.99
6168	MOTION & FLOW CONTROL PRODUCTS	PARTS UNIT 3202	50.77
9668	MUNICIPAL CODE CORPORATION	ADMINISTRATIVE SUPPORT FE	350.00
14649	MURRAYSMITH INC	SWSP Expansion	5,643.35
13597	NORTH LINE GIS LLC	GIS Professional Services	3,960.00
14648	OCCUPATIONAL HEALTH CENTERS OF	DOT RECERT & INJURY CARE	125.00
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICAL	146.00
14876	OLSON RESTORATION II LLC	RESIDENTIAL WATER MITIGAT	2,171.91
99999	FRONT RANGE INDUSTRIAL INC	WATER KEY WELDING WTP	90.00
99999	RIZE CONSTRUCTION	PROFESSIONAL LICENSE "A"	150.00
99999	WELZIG HEATING AND AIR	PERMIT REFUND 349 CHESTNU	331.72
99999	COLE PUBLISHING	TPO MAGAZINE COPIES	88.00
99999	YES LIFECYCLE MARKETING	INITIAL USE TAX REFUND	344.00
99999	SIERRA NEVADA CORPORATION	CONSUMER USE TAX REFUND	657.00
99999	BABOLAT VS NORTH AMERICA INC	EXEMPT ITEMS SALES TAX RE	3,602.62
10951	PINNACOL ASSURANCE	WORKERS COMP PREMIUM 1 OF	21,681.96
14614	PLAY-WELL TEKNOLOGIES	CONTRACTOR FEES 32177-1	974.40
1224	PLM ASPHALT & CONCRETE INC	2019 Asphalt Reconstructi	147,315.85
14844	REPUBLIC SERVICES INC #535	NOV 19 RESIDENTIAL TRASH	116,665.95
14804	RESPEC COMPANY LLC	ECS Consulting Services	14,470.00
14804	RESPEC COMPANY LLC	ECS Consulting Services	2,360.00
4845	ROCKY MOUNTAIN AIR SOLUTIONS	HELIUM RSC	426.01
4230	SEACREST GROUP	EFFLUENT BIOMONITORING	900.00
14874	SEEDSPRAYERS LLC	SEEDING & HYDROMULCHING E	700.00
14859	SHI INTERNATIONAL CORP	Council Laptops	1,342.45
14859	SHI INTERNATIONAL CORP	Council Laptops Extended	144.61
14396	SPRONK WATER ENGINEERS INC	Oct 19 Water Rights Engin	11,400.00
13673	STERLING TALENT SOLUTIONS	BACKGROUND CHECKS	238.22

CASH ACCOUNT: 001000 101001 WARRANT: 121719 12/17/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11549	STUDIO NO 6	Design Services for Park	966.66
14729	THE PURPLE PIANO LLC	CONTRACTOR FEES 32109-4	147.00
14353	TRANSPARENT INFORMATION SERVIC	BACKGROUND CHECKS	113.90
14065	TYLER TECHNOLOGIES INC	TYLER CHECK SIGNATURE KEY	722.60
4765	UNCC	NOV 19 LOCATES #48760	406.12
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	232.70
14532	UNITED REFRIGERATION INC	HVAC THERM KIT LIB	221.03
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CENTENNIAL	240.36
10351	US BANK	LRC PROPERTY TAX REV BOND	7,150.00
13851	VELOCITY PLANT SERVICES LLC	Backflow Prevention Insta	9,114.00
4900	VRANESH AND RAISCH LLP	NOV 19 WINDY GAP LEGAL SE	1,953.42
14373	WEIFIELD GROUP CONTRACTING INC	FLUORIDE CONTROLLER WIRIN	1,233.70
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CH	297.32
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES PC	106.11
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CS	276.49
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	553.68
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	2,683.98
5115	WL CONTRACTORS INC	Oct 19 Traffic Signal Mai	9,298.90
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 11/25-12/	2,017.00
7924	WORLD BOOK INC	CHILDRENS BOOKS AND MEDIA	999.00
13790	ZAYO GROUP LLC	DEC 19 INTERNET SERVICE	783.00
	231 INVOICES	WARRANT TOTAL	1,292,186.00

CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 10/22/19 - 11/20/19

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
0770 CED	BOULDER	JAMES VAUGHAN	REC CENTER	10/31/2019	94.00
1525 LOGAN ST PARKING	DENVER	CHAD ROOT	BUILDING SAFETY	11/06/2019	10.00
4 RIVERS EQUIPMENT	GREELEY	BENJAMIN FRANCISCO	OPERATIONS	10/31/2019	40.80
ABC-NV	913-8954600	GREG VENETTE	WATER	10/28/2019	100.00
ABC-NV	913-8954600	TERRELL PHILLIPS	WATER	10/28/2019	100.00
ABC-NV	913-8954600	GREG VENETTE	WATER	10/21/2019	100.00
ACCO BRANDS DIRECT	800-5655396	DAWN BURGESS	CITY MANAGER	10/22/2019	86.36
AFFORDABLE FIRE AND SA	720-5964663	SAM WHITE	GOLF COURSE	11/05/2019	350.00
AIR PURIFICATION COMPA	NSANTILLI@AIR	MIKE KARBGINSKY	FACILITIES	10/28/2019	212.00
AIRGAS SAFETY LYONS	2622557300	JAMES VAUGHAN	REC CENTER	10/22/2019	746.07
AIRGAS SAFETY LYONS	2622557300	JAMES VAUGHAN	REC CENTER	10/22/2019	165.08
ALLDATA CORP #8601	ELK GROVE	MASON THOMPSON	OPERATIONS	11/02/2019	125.00
ALOFT HOTELS	FORT WORTH	CHRISTOPHER NEVES	IT	11/16/2019	126.00
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/11/2019	-.02
AMAZON.COM*AR5HO4383 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/10/2019	17.67
AMAZON.COM*E12J00TP3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/07/2019	25.19
AMAZON.COM*E26D59RF3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/28/2019	12.59
AMAZON.COM*EZ57D5ZI3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/15/2019	12.31
AMAZON.COM*OY2QK5GE3 A	AMZN.COM/BILL	MEAGAN BROWN	HUMAN RESOURCES	11/16/2019	30.74
AMAZON.COM*SM46W38V3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/07/2019	123.83
AMERICAN LIBRARY ASSN	866-746-7252	KRISTEN BODINE	LIBRARY	11/14/2019	43.40
AMZN MKTP US*1A8310A33	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	11/07/2019	137.89
AMZN MKTP US*1N0WO0T43	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/07/2019	12.50
AMZN MKTP US*4P2S86QF3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/12/2019	238.22
AMZN MKTP US*539F58PK3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/14/2019	159.08
AMZN MKTP US*5M8GX7OF3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	11/19/2019	47.45
AMZN MKTP US*775KJ9HS3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/14/2019	241.10
AMZN MKTP US*B69562JV3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	11/19/2019	124.33
AMZN MKTP US*FF24O2FE3	AMZN.COM/BILL	EMILY HOGAN	CITY MANAGER	11/11/2019	17.98
AMZN MKTP US*G58PU4MI3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/03/2019	12.99
AMZN MKTP US*J28PF5LO3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/17/2019	53.97
AMZN MKTP US*LX70K7PM3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/18/2019	35.92
AMZN MKTP US*NM4HP2R93	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/03/2019	45.00
AMZN MKTP US*NT7DL9IZ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/06/2019	111.42
AMZN MKTP US*O381I0CO3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/15/2019	104.82
AMZN MKTP US*PD0273TI3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	11/06/2019	169.10
AMZN MKTP US*TF04439F3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/07/2019	190.81
AMZN MKTP US*U04DL16S3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	11/07/2019	12.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*UY5XG5GP3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	11/07/2019	460.30
AMZN MKTP US*X13A96LJ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/01/2019	51.81
AMZN MKTP US*X73EJ32F3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/08/2019	57.35
AMZN MKTP US*YA4Z27QW3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/10/2019	3.88
AMZN MKTP US	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	10/29/2019	-17.99
AMZN MKTP US*0J6819Z23	AMZN.COM/BILL	ERIN OWEN	LIBRARY	11/18/2019	78.40
AMZN MKTP US*2M9678PP3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/01/2019	22.49
AMZN MKTP US*3G0W963O3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	10/23/2019	57.91
AMZN MKTP US*4X8SP06A3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	10/31/2019	70.46
AMZN MKTP US*5R93I1XS3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	11/14/2019	43.77
AMZN MKTP US*5S0LP5IR3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/06/2019	45.73
AMZN MKTP US*6D11I60H3	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	10/28/2019	54.15
AMZN MKTP US*6K8I15BQ3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/14/2019	64.59
AMZN MKTP US*6L2Q33QK3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/14/2019	6.17
AMZN MKTP US*7R8NE0KJ3	AMZN.COM/BILL	MEREDITH KRAUTLER-KLEMI	REC CENTER	10/22/2019	35.00
AMZN MKTP US*8C8F50G93	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	11/17/2019	35.98
AMZN MKTP US*8D8B93N13	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/22/2019	16.99
AMZN MKTP US*8G6XR8123	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	11/07/2019	199.99
AMZN MKTP US*B62OG5LZ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/15/2019	28.95
AMZN MKTP US*C60LZ2TY3	AMZN.COM/BILL	JEN KENNEY	POLICE	10/31/2019	63.80
AMZN MKTP US*D14IL5B13	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/18/2019	101.16
AMZN MKTP US*DP9LH8XH3	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	11/18/2019	23.50
AMZN MKTP US*E896N6GB3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	10/23/2019	36.99
AMZN MKTP US*EA7MZ9H53	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/30/2019	231.75
AMZN MKTP US*EM5ZE75E3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	10/30/2019	23.46
AMZN MKTP US*GQ0YE3A53	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	10/21/2019	26.97
AMZN MKTP US*H53056MX3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/15/2019	132.85
AMZN MKTP US*HO6CP76R3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/14/2019	22.68
AMZN MKTP US*JR4264603	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/13/2019	12.94
AMZN MKTP US*JY1IQ4XB3	AMZN.COM/BILL	JEN KENNEY	POLICE	10/30/2019	41.97
AMZN MKTP US*K21GC5T33	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	11/18/2019	11.99
AMZN MKTP US*K53PB4LO3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	10/31/2019	17.99
AMZN MKTP US*LB3037SZ3	AMZN.COM/BILL	ERIN OWEN	LIBRARY	10/24/2019	191.01
AMZN MKTP US*LX1362SJ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/27/2019	142.09
AMZN MKTP US*MR4895DK3	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	11/04/2019	250.64
AMZN MKTP US*N38PA1XW3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	10/23/2019	22.99
AMZN MKTP US*N66P11X43	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/31/2019	15.99
AMZN MKTP US*PA6EE0KX3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/04/2019	21.36
AMZN MKTP US*PY8K82EC3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	10/30/2019	17.99
AMZN MKTP US*PZ91R0RF3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/31/2019	7.19
AMZN MKTP US*Q105X5V63	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/23/2019	26.74
AMZN MKTP US*R56LX5P73	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/06/2019	17.99

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*R972290I3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	10/23/2019	10.99
AMZN MKTP US*SK94Y97C3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/25/2019	183.13
AMZN MKTP US*TD6H72IH3	AMZN.COM/BILL	ERIN OWEN	LIBRARY	10/28/2019	266.15
AMZN MKTP US*V28YP61G3	AMZN.COM/BILL	JEN KENNEY	POLICE	10/29/2019	928.99
AMZN MKTP US*WB6NY7393	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	10/31/2019	899.36
AMZN MKTP US*X827X5CG3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	10/27/2019	38.50
AMZN MKTP US*XI3US8LK3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	10/31/2019	106.27
AMZN MKTP US*XP4IF05B3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	10/31/2019	8.99
AMZN MKTP US*XX4DZ8203	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/21/2019	15.99
AMZN MKTP US*Y22Y643R3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	11/07/2019	98.97
AMZN MKTP US*YA60I39E3	AMZN.COM/BILL	DAVID DEAN	GOLF COURSE	11/16/2019	29.98
AMZN MKTP US*ZB0E072I3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/06/2019	19.98
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	11/12/2019	484.00
ARKANSAS VALLEY SEED	303-320-7500	CATHERINE JEPSON	PARKS	11/08/2019	265.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	11/14/2019	715.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	10/31/2019	573.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	10/31/2019	623.00
AMAZON.COM	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	11/05/2019	-27.56
AMAZON.COM*7D0PB2943	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	11/15/2019	154.98
AMAZON.COM*7I6HP6283	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	11/19/2019	339.80
AMAZON.COM*D56063YE3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/05/2019	94.99
AMAZON.COM*DI6MK6YZ3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	11/09/2019	7.68
AMAZON.COM*DI7YG8WC3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/05/2019	82.98
AMAZON.COM*GS9D078L3	AMZN.COM/BILL	GLORIA HANDYSIDE	CITY MANAGER	11/16/2019	20.89
AMAZON.COM*IF0S48AQ3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	11/01/2019	40.99
AMAZON.COM*Z88QF72H3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	10/22/2019	136.24
BEST BUY 00010314	BOULDER	RYAN MORRIS	POLICE	11/12/2019	69.99
BESTBUYCOM805654662504	888-BESTBUY	JILL SIEWERT	LIBRARY	10/29/2019	79.96
BESTBUYCOM805656520790	888-BESTBUY	JILL SIEWERT	LIBRARY	10/31/2019	89.96
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/08/2019	-288.62
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/08/2019	-1,000.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/08/2019	310.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/08/2019	978.62
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/06/2019	1,000.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	11/06/2019	288.62
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	10/22/2019	450.20
BLACKJACK PIZZA OF LOU	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	11/13/2019	65.93
BLACKJACK PIZZA OF LOU	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	11/04/2019	74.72
BOOT BARN # 310	NORTHGLENN	BENJAMIN FRANCISCO	OPERATIONS	10/22/2019	150.00
BOULDER PARKING-CAGID	BOULDER	CHERYL KELLER	POLICE	10/24/2019	2.50
BUGSANDBEYOND.NET	3037461129	DAVID BARIL	GOLF COURSE	11/01/2019	50.00
CAMPISIS DLF	DALLAS	CHRISTOPHER NEVES	IT	11/15/2019	11.92

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CANTNBREAKTIME79052171	DENVER	JULIE SEYDEL	REC CENTER	11/14/2019	85.32
CANVA* 02499-18163239	8778877815	GLORIA HANDYSIDE	CITY MANAGER	11/05/2019	12.95
CBI*WINZIP	800-799-9570	RYAN MORRIS	POLICE	10/30/2019	49.95
CDW GOVT #VMV3952	800-808-4239	DANIEL WOOLDRIDGE	IT	10/28/2019	119.98
CENTENNIAL PRINTING CO	303-6650388	KATIE MEYER	REC CENTER	11/18/2019	62.50
CENTENNIAL PRINTING CO	303-6650388	JIM GILBERT	PARKS	11/06/2019	62.00
CENTENNIAL PRINTING CO	303-6650388	JIM GILBERT	PARKS	11/04/2019	479.20
CENTENNIAL PRINTING CO	303-6650388	JIM GILBERT	PARKS	11/04/2019	264.80
CENTENNIAL PRINTING CO	303-6650388	KEN MATHEWS	OPERATIONS	11/01/2019	30.00
CENTENNIAL PRINTING CO	303-6650388	KERRY HOLLE	PUBLIC WORKS	10/31/2019	42.00
CENTURYLINK/SPEEDPAY	800-244-1111	DIANE M KREAGER	FINANCE	10/28/2019	2,131.87
CLIC	3034221150	KRISTEN BODINE	LIBRARY	11/13/2019	25.00
CNS NOTARY	9705811805	BENJAMIN KURTZ	POLICE	10/23/2019	90.00
CO BOULDER CO SVS	DENVER	LISA RITCHIE	PLANNING	11/04/2019	244.12
CO DEPT OF AGRICULTURE	3035343468	CATHERINE JEPSON	PARKS	10/31/2019	103.02
COAL CREEK SPORTS CENT	LAFAYETTE	KATHY MARTIN	REC CENTER	11/07/2019	30.00
COGENT	KANSAS CITY	MARC DENNY	WASTEWATER	11/12/2019	40.00
COGENT	KANSAS CITY	MARC DENNY	WASTEWATER	11/12/2019	40.00
COGENT	KANSAS CITY	MARC DENNY	WASTEWATER	11/12/2019	850.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	11/05/2019	138.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	11/04/2019	290.10
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	11/04/2019	251.10
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	11/01/2019	45.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/29/2019	626.10
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/29/2019	99.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/25/2019	502.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/25/2019	244.80
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/25/2019	172.80
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	10/25/2019	139.00
COLORADO ASSOCIATION O	303-4636400	KRISTEN BODINE	LIBRARY	11/19/2019	120.00
COLORADO ASSOCIATION O	720-6747275	JEFFREY FISHER	POLICE	10/21/2019	125.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	10/31/2019	135.00
COLORADO CWP	719-545-6748	MARC DENNY	WASTEWATER	10/25/2019	85.00
COLORADO GOLF AND TURF	LITTLETON	CONNOR POWERS	GOLF COURSE	11/13/2019	119.77
COLORADO GOLF ASSN	303-3664653	SAM WHITE	GOLF COURSE	11/04/2019	35.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	10/31/2019	10.00
COLORADO SYMPHONY ORCH	3033082470	KATIE TOFTE	REC CENTER	10/25/2019	621.80
COLORADO WEED MANAGEME	303-2107077	NICHOLAS POTOPCHUK	PARKS	11/01/2019	330.00
COLORADO WEED MANAGEME	303-2107077	CATHERINE JEPSON	PARKS	10/23/2019	330.00
COMCAST CABLE COMM	800-COMCAST	KATHERINE ZOSS	CITY MANAGER	11/13/2019	109.95
COMCAST CABLE COMM	800-COMCAST	JIM GILBERT	PARKS	10/28/2019	497.17
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	11/05/2019	298.45

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	11/02/2019	33.93
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	10/25/2019	348.40
COMPLETE MAILING SOLUT	ENGLEWOOD	DIANE M KREAGER	FINANCE	11/01/2019	214.92
CORE & MAIN LP 518	HENDERSON	BENJAMIN FRANCISCO	OPERATIONS	11/01/2019	125.76
CPS DISTRIBUTORS	BOULDER	BRADLEY AUSTIN	PARKS	10/23/2019	154.29
CPS DISTRIBUTORS	WESTMINSTER	DANIEL PEER	PARKS	10/22/2019	32.45
CPS DISTRIBUTORS	WESTMINSTER	BRADLEY AUSTIN	PARKS	10/21/2019	524.59
CROWN TROPHY OF BOULDE	303-443-3151	JESSE DEGRAW	REC CENTER	11/12/2019	979.00
CROWN TROPHY OF BOULDE	303-443-3151	JESSE DEGRAW	REC CENTER	11/13/2019	37.98
CU PRESENTS BOX OFFICE	3034928008	KATIE TOFTE	REC CENTER	11/06/2019	992.00
CUTEPDF ACROSOFTWAR	7573838362	DANIEL WOOLDRIDGE	IT	11/12/2019	49.95
D J*WALL ST JOURNAL	800-568-7625	JILL SIEWERT	LIBRARY	10/28/2019	539.88
DAILY CAMERA	3034443444	CHERYL KELLER	POLICE	10/22/2019	13.89
DAZBOG COFFEE	DENVER	CHRISTOPHER NEVES	IT	11/14/2019	10.85
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	11/04/2019	61.68
DEFENSIVE EDGE TRAININ	763-7120123	BENJAMIN KURTZ	POLICE	10/24/2019	450.00
DENVER ART MUSEUM ADMI	DENVER	KATIE TOFTE	REC CENTER	11/07/2019	540.20
DENVER ART MUSEUM ONLI	720-8655000	KATIE TOFTE	REC CENTER	11/01/2019	534.00
DENVER HISTORY TOURS L	DENVER	KATIE TOFTE	REC CENTER	11/03/2019	200.00
DENVER ZOO	DENVER	KATIE TOFTE	REC CENTER	10/22/2019	17.00
DESKS INCORPORATED	TEL3037777778	DIANE M KREAGER	FINANCE	11/13/2019	481.00
DESKS INCORPORATED	TEL3037777778	DIANE M KREAGER	FINANCE	11/13/2019	405.00
DIA PARKING OPERATIONS	DENVER	CHRISTOPHER NEVES	IT	11/15/2019	34.00
DIA PARKING OPERATIONS	DENVER	MEGAN DAVIS	CITY MANAGER	10/23/2019	66.00
DIA PARKING OPERATIONS	DENVER	HEATHER BALSER	CITY MANAGER	10/23/2019	66.00
DISPLAYS2GO	401-247-0333	KRISTEN BODINE	LIBRARY	11/19/2019	189.98
DISPLAYS2GO	401-247-0333	AMANDA PERERA	REC CENTER	11/02/2019	891.39
DOG WASTE DEPOT	8564955102	NICHOLAS POTOPCHUK	PARKS	10/24/2019	503.99
DOMINO'S 6286	303-449-7101	PEGGY JONES	REC CENTER	11/15/2019	60.98
DOMINO'S 6286	303-449-7101	MEAGAN BROWN	HUMAN RESOURCES	11/05/2019	208.90
DOMINO'S 6286	303-449-7101	MEREDITH KRAUTLER-KLEMI	REC CENTER	11/01/2019	95.56
DOMINO'S 6286	303-449-7101	PEGGY JONES	REC CENTER	10/25/2019	64.65
DPAC GARAGE-3036079093	DENVER	MEAGAN BROWN	HUMAN RESOURCES	10/29/2019	10.00
DROPBOX*S2B85YHTRTB4	DROPBOX.COM	EMILY HOGAN	CITY MANAGER	11/18/2019	11.99
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	11/11/2019	275.96
DX SERVICE	281-457-4825	JUSTIN ELKINS	WASTEWATER	11/08/2019	754.48
DX SERVICE	281-457-4825	TERRELL PHILLIPS	WATER	10/31/2019	337.24
DX SERVICE	281-457-4825	JUSTIN ELKINS	WASTEWATER	10/31/2019	714.48
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	11/01/2019	40.60
E 470 EXPRESS TOLLS	303-5373470	DAVID D HAYES	POLICE	10/26/2019	29.60
EB 11TH LEGISLATIVE B	8014137200	ROBERT ZUCCARO	PLANNING	11/07/2019	81.20
ELGL NETWORK	9192252961	MEGAN DAVIS	CITY MANAGER	10/22/2019	40.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
EZCATERQDOBA	8004881803	CHERYL KELLER	POLICE	10/22/2019	18.20
EZCATERQDOBA	8004881803	CHERYL KELLER	POLICE	10/22/2019	167.50
FARWEST CORROSION CONT	3105329524	ROSS DAVIS	OPERATIONS	11/07/2019	55.00
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	11/14/2019	-17.04
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	11/14/2019	13.82
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	10/28/2019	199.70
FEDEX OFFIC74200007427	LOUISVILLE	GLORIA HANDYSIDE	CITY MANAGER	11/08/2019	40.58
FEDEX OFFIC74200007427	LOUISVILLE	AMANDA PERERA	REC CENTER	11/06/2019	5.94
FEDEX OFFIC74200007427	LOUISVILLE	KATHERINE ZOSS	CITY MANAGER	11/05/2019	70.49
FELLERS INC	918-6214412	DAVID DEAN	GOLF COURSE	11/04/2019	-2.26
FELLERS INC	918-6214412	DAVID DEAN	GOLF COURSE	11/01/2019	59.50
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	10/25/2019	176.75
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	10/25/2019	42.46
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	10/25/2019	34.56
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	10/25/2019	330.13
FORMS FULFILLMENT CENT	914-345-6268	DIANE M KREAGER	FINANCE	11/19/2019	563.14
FOSTER CREATIVE	9706235871	EMILY HOGAN	CITY MANAGER	11/19/2019	400.00
FP MAILING SOLUTIONS	630-8275773	JIM GILBERT	PARKS	11/07/2019	979.50
FRONTIER	DENVER	MEAGAN BROWN	HUMAN RESOURCES	11/18/2019	133.60
FUN EXPRESS	OMAHA	AMANDA PERERA	REC CENTER	10/24/2019	146.41
FW SAUCER #4	FORT WORTH	CHRISTOPHER NEVES	IT	11/14/2019	10.06
GALLS	LEXINGTON	AUBREY HILTE	PARKS	11/08/2019	115.98
GARFINKELS VAIL	VAIL	CHAD ROOT	BUILDING SAFETY	10/24/2019	28.00
GARFINKELS VAIL	VAIL	CHAD ROOT	BUILDING SAFETY	10/22/2019	21.00
GCSAA EIFG	LAWRENCE	NORMAN MERLO	GOLF COURSE	10/24/2019	560.00
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	10/23/2019	336.65
GOVERNMENT FINANCE OFF	CHICAGO	DIANE M KREAGER	FINANCE	11/15/2019	420.00
GOVERNMENT FINANCE OFF	CHICAGO	DIANE M KREAGER	FINANCE	11/15/2019	135.00
GOVERNMENT FINANCE OFF	CHICAGO	DIANE M KREAGER	FINANCE	11/04/2019	35.00
GRAINGER	877-2022594	MARC DENNY	WASTEWATER	10/23/2019	347.06
GRAINGER	877-2022594	MARC DENNY	WASTEWATER	10/23/2019	54.85
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	11/18/2019	782.53
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	11/14/2019	629.00
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	10/29/2019	853.77
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	11/08/2019	162.16
HARBOR FREIGHT TOOLS 1	WESTMINSTER	KERRY KRAMER	PARKS	11/07/2019	24.99
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	10/28/2019	63.28
INT'L CODE COUNCIL INC	888-422-7233	ELIZABETH SCHETTLER	PLANNING	11/02/2019	44.95
INT'L CODE COUNCIL INC	888-422-7233	ELIZABETH SCHETTLER	PLANNING	10/25/2019	209.00
INT*IN *1-2-1 MARKETIN	407-3954701	SAM WHITE	GOLF COURSE	11/05/2019	199.00
INT*IN *A STRAIGHT UP	805-6688851	TERRELL PHILLIPS	WATER	11/18/2019	750.00
INT*IN *COLORADO GOVER	303-3015575	CHRISTOPHER NEVES	IT	11/04/2019	500.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
INT*IN *COLORADO GOVER	303-3015575	CHRISTOPHER NEVES	IT	10/28/2019	502.00
INT*IN *VAN GO AUTO GL	303-4641500	MASON THOMPSON	OPERATIONS	10/22/2019	480.00
INTUIT *IN *ELBUTTONS	623-4459975	EMILY HOGAN	CITY MANAGER	10/30/2019	44.90
INSTANT IMPRINTS LOUIS	LOUISVILLE	GREG VENETTE	WATER	11/08/2019	51.87
INSTANT IMPRINTS LOUIS	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	11/07/2019	54.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	JESSE DEGRAW	REC CENTER	11/06/2019	399.14
INSTANT IMPRINTS LOUIS	LOUISVILLE	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	10/23/2019	170.00
JAMES NURSERY COMPANY	DENVER	CATHERINE JEPSON	PARKS	11/13/2019	86.50
JAX OUTDOOR GEAR	LAFAYETTE	MIKE KARBGINSKY	FACILITIES	10/24/2019	329.99
JAX OUTDOOR GEAR	LAFAYETTE	JORGE CALDERON	FACILITIES	10/21/2019	66.00
JAX RANCH & HOME	LAFAYETTE	MARYANN DORNFELD	PARKS	11/04/2019	14.99
JAX RANCH & HOME	LAFAYETTE	AARON GRANT	PARKS	10/25/2019	6.99
JAX RANCH & HOME	LAFAYETTE	CATHERINE JEPSON	PARKS	10/24/2019	7.98
JAX RANCH & HOME	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	10/23/2019	45.98
JAX RANCH & HOME	LAFAYETTE	BENJAMIN FRANCISCO	OPERATIONS	10/23/2019	309.98
JIMMY JOHNS - 2668 - E	LOUISVILLE	JIM GILBERT	PARKS	11/16/2019	336.01
JUNIPER PAINTS LLC	LOUISVILLE	PHIL LIND	FACILITIES	11/12/2019	260.30
JUS BURRITOS LLC	BROOMFIELD	MICHAEL CLEVELAND	OPERATIONS	11/14/2019	80.00
KENTSPORTSALPHAGOLF	8187259720	DAVID BARIL	GOLF COURSE	11/06/2019	356.28
KING SOOPERS #0013	LOUISVILLE	DRUSILLA TIEBEN	PARKS	11/19/2019	17.99
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/19/2019	8.98
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	11/18/2019	17.98
KING SOOPERS #0013	LOUISVILLE	JIM GILBERT	PARKS	11/15/2019	3.34
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/14/2019	39.93
KING SOOPERS #0013	LOUISVILLE	REBECCA ST ORES	REC CENTER	11/14/2019	25.00
KING SOOPERS #0013	LOUISVILLE	MEAGAN BROWN	HUMAN RESOURCES	11/13/2019	51.99
KING SOOPERS #0013	LOUISVILLE	JACK MANIAN	OPERATIONS	11/12/2019	33.34
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	11/13/2019	134.68
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/08/2019	189.76
KING SOOPERS #0013	LOUISVILLE	MEAGAN BROWN	HUMAN RESOURCES	11/05/2019	12.99
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	11/01/2019	507.25
KING SOOPERS #0013	LOUISVILLE	PAMELA LEMON	REC CENTER	10/30/2019	56.44
KING SOOPERS #0013	LOUISVILLE	JEN KENNEY	POLICE	10/31/2019	54.71
KING SOOPERS #0013	LOUISVILLE	MEAGAN BROWN	HUMAN RESOURCES	10/31/2019	5.96
KING SOOPERS #0013	LOUISVILLE	DRUSILLA TIEBEN	PARKS	10/31/2019	11.37
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	10/31/2019	18.45
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	10/30/2019	49.72
KING SOOPERS #0013	LOUISVILLE	MARC DENNY	WASTEWATER	10/30/2019	61.45
KING SOOPERS #0013	LOUISVILLE	REBECCA ST ORES	REC CENTER	10/29/2019	23.73
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	10/29/2019	121.39
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	10/28/2019	170.32
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	10/25/2019	388.66

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
KING SOOPERS #0013	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	10/23/2019	13.57
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	10/23/2019	19.82
KING SOOPERS #0013	LOUISVILLE	MEAGAN BROWN	HUMAN RESOURCES	10/22/2019	30.34
KYLE PIERCE MATCO	CONIFER	MASON THOMPSON	OPERATIONS	11/05/2019	142.95
LAMARS DONUTS-	LOUISVILLE	DAVID D HAYES	POLICE	11/18/2019	23.98
LAMARS DONUTS-	LOUISVILLE	CHRISTOPHER HUMPHREYS	POLICE	11/15/2019	8.09
LAMARS DONUTS-	LOUISVILLE	DAVID D HAYES	POLICE	11/14/2019	23.98
LAMARS DONUTS-	LOUISVILLE	CHRISTOPHER HUMPHREYS	POLICE	10/30/2019	9.89
LAMARS DONUTS-	LOUISVILLE	PAUL BORTH	REC CENTER	10/25/2019	32.97
LED LIGHTING	8775335554	PHIL LIND	FACILITIES	10/22/2019	377.92
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	11/15/2019	743.62
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	11/15/2019	1,639.00
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	11/15/2019	961.67
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	11/15/2019	77.17
LL JOHNSON DIST CO	DENVER	DRUSILLA TIEBEN	PARKS	10/22/2019	429.98
LL JOHNSON DIST CO	DENVER	DRUSILLA TIEBEN	PARKS	10/22/2019	269.47
LMUS	6308285949	LINDSEY WITTY	REC CENTER	11/05/2019	529.00
LMUS	6308285949	LINDSEY WITTY	REC CENTER	10/25/2019	303.10
LOGMEIN*GOTOMEETING	LOGMEIN.COM	CHERYL KELLER	POLICE	11/10/2019	49.00
LORENTE INTERNATIONAL	FARMERS BRANC	SAM WHITE	GOLF COURSE	11/07/2019	730.97
LOUISVILLE ARC THRIFT	LOUISVILLE	LANA FAUVER	REC CENTER	10/28/2019	11.96
LOVES COUNTRY 00003772	HUDSON	JEN KENNEY	POLICE	11/13/2019	25.00
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	11/18/2019	118.93
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/18/2019	60.89
LOWES #00220*	LOUISVILLE	DESHAUN BECERRIL	OPERATIONS	11/18/2019	59.98
LOWES #00220*	LOUISVILLE	DAKOTA DUNN	PARKS	11/13/2019	31.08
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	11/13/2019	28.08
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/12/2019	10.56
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/07/2019	25.56
LOWES #00220*	LOUISVILLE	JESSE DEGRAW	REC CENTER	11/06/2019	6.98
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	11/05/2019	14.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/04/2019	33.92
LOWES #00220*	LOUISVILLE	ERICA BERZINS	POLICE	11/04/2019	54.90
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/01/2019	15.98
LOWES #00220*	LOUISVILLE	MIKE MILLER	POLICE	10/30/2019	168.37
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	10/25/2019	47.91
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	10/25/2019	63.56
LOWES #00220*	LOUISVILLE	JAMES VAUGHAN	REC CENTER	10/26/2019	7.84
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	10/23/2019	25.32
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	10/23/2019	27.91
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	10/22/2019	7.00
MAILCHIMP *MONTHLY	MAILCHIMP.COM	GLORIA HANDYSIDE	CITY MANAGER	11/18/2019	211.65

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
MARRIOTT	VAIL	CHAD ROOT	BUILDING SAFETY	10/26/2019	218.73
MCCANDLESS TRUCK CENTE	HENDERSON	MASON THOMPSON	OPERATIONS	11/13/2019	265.90
MCDONALD'S F14200	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/03/2019	-7.37
MCDONALD'S F14200	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/03/2019	7.37
MCGUCKIN HARDWARE	BOULDER	PHIL LIND	FACILITIES	11/06/2019	31.96
METAL SUPERMARKETS WHE	WHEAT RIDGE	DAVID ALDERS	PARKS	11/06/2019	492.07
MICHAELS STORES 2059	SUPERIOR	KRISTEN PORTER	REC CENTER	11/18/2019	20.98
MICHAELS STORES 2059	SUPERIOR	GINGER CROSS	GOLF COURSE	11/12/2019	23.47
MICHAELS STORES 2059	SUPERIOR	MEGAN DAVIS	CITY MANAGER	11/07/2019	26.97
MILE HIGH TURFGRASS LL	3039880969	DAVID DEAN	GOLF COURSE	11/06/2019	840.00
MOUSER ELECTRONICS INC	800-346-6873	MARC DENNY	WASTEWATER	10/31/2019	222.52
MSFT * E05009GZIR	8006427676	DANIEL WOOLDRIDGE	IT	10/31/2019	112.18
MESSAGE MEDIA	SAN FRANCISCO	GLORIA HANDYSIDE	CITY MANAGER	11/14/2019	100.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	11/15/2019	39.84
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	11/15/2019	1,693.29
NAPA AUTO PART 0026903	LOUISVILLE	BRADLEY AUSTIN	PARKS	11/13/2019	25.72
NAPA AUTO PART 0026903	LOUISVILLE	AARON GRANT	PARKS	10/30/2019	6.52
NATURE- WATCH	818-7353555	AUBREY HILTE	PARKS	10/24/2019	216.67
NATURE- WATCH	818-7353555	CATHERINE JEPSON	PARKS	10/24/2019	156.15
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	11/01/2019	43.30
NSC*NORTHERN SAFETY CO	800-631-1246	ANGELA NORENE	OPERATIONS	11/20/2019	265.36
NSC*NORTHERN SAFETY CO	800-631-1246	ANGELA NORENE	OPERATIONS	11/20/2019	227.54
NTL SWIM POOL FOUNDATI	7195409119	JAMES VAUGHAN	REC CENTER	10/24/2019	297.00
O'REILLY AUTO PARTS 28	LAFAYETTE	DAVID ALDERS	PARKS	11/04/2019	12.58
OFFICE DEPOT #1080	800-463-3768	ELIZABETH SCHETTLER	PLANNING	10/30/2019	83.56
OFFICE DEPOT #1080	800-463-3768	ELIZABETH SCHETTLER	PLANNING	10/23/2019	39.45
OFFICE DEPOT #1080	800-463-3768	ELIZABETH SCHETTLER	PLANNING	10/23/2019	94.29
OFFICEMAX/DEPOT 6148	800-463-3768	ELIZABETH SCHETTLER	PLANNING	10/23/2019	179.94
OFFICEMAX/DEPOT 6616	SUPERIOR	EMBER K BRIGNULL	PARKS	11/12/2019	59.15
OFFICEMAX/DEPOT 6616	SUPERIOR	AUBREY HILTE	PARKS	10/26/2019	9.69
OMNI HOTELS	NASHVILLE	MEGAN DAVIS	CITY MANAGER	10/23/2019	816.57
OMNI HOTELS	NASHVILLE	HEATHER BALSER	CITY MANAGER	10/23/2019	816.57
OLD SANTA FE MEXICAN G	LOUISVILLE	DAVID D HAYES	POLICE	11/15/2019	30.96
PANERA BREAD #202432	7203047000	CHERYL KELLER	POLICE	10/22/2019	11.60
PANERA BREAD #202432	7203047000	CHERYL KELLER	POLICE	10/21/2019	29.69
PANERA BREAD #202432	7203047000	CHERYL KELLER	POLICE	10/21/2019	280.45
PARKER STORE LOUISVILL	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	11/15/2019	54.54
PARKER STORE LOUISVILL	LOUISVILLE	DAVID DEAN	GOLF COURSE	11/12/2019	4.39
PARKMOBILE PMR UCBOULD	770-818-9036	MARYANN DORNFELD	PARKS	11/01/2019	9.00
PARMA TRATTORIA MOZZ	LOUISVILLE	DAWN BURGESS	CITY MANAGER	10/31/2019	547.00
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	11/04/2019	59.95
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	11/04/2019	19.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PAYPAL *ANIMALCAREE	4029357733	CHERYL KELLER	POLICE	11/06/2019	-4.01
PAYPAL *ANIMALCAREE	4029357733	CHERYL KELLER	POLICE	11/04/2019	84.41
PAYPAL *EBAY BAYTRON	4029357733	KURT KOWAR	PUBLIC WORKS	11/17/2019	257.06
PAYPAL *EBAY BLAINE500	4029357733	DAVID BARIL	GOLF COURSE	10/30/2019	-20.00
PAYPAL *EBAY BLAINE500	4029357733	DAVID BARIL	GOLF COURSE	10/28/2019	329.49
PAYPAL *EBAY CLUBFINDE	4029357733	DAVID BARIL	GOLF COURSE	10/31/2019	104.98
PAYPAL *EBAY CLUBFINDE	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	379.99
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/31/2019	5.23
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/30/2019	-1.00
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/28/2019	16.43
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/28/2019	2.74
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	8.25
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	5.23
PAYPAL *EBAY EBAY INC	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	18.94
PAYPAL *EBAY FAIRWAYGO	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	105.00
PAYPAL *EBAY GOTCLUBS	4029357733	DAVID BARIL	GOLF COURSE	10/25/2019	165.58
PAYPAL *EBAY QUICKSHIP	4029357733	DAVID BARIL	GOLF COURSE	10/28/2019	54.99
PAYPAL *EMLE	4029357733	JEN KENNEY	POLICE	10/30/2019	325.00
PAYPAL *TRAINERSEDG	4029357733	DAVID D HAYES	POLICE	11/15/2019	375.00
PIONEER SAND CO 15	BROOMFIELD	JACK MANIAN	OPERATIONS	11/04/2019	30.81
PLUG N PAY INC	800-945-2538	JULIE SEYDEL	REC CENTER	11/05/2019	174.14
PRAIRIE MOUNTAIN MEDIA	8884549588	DIANE M KREAGER	FINANCE	11/19/2019	1,475.76
PRAIRIE MOUNTAIN MEDIA	8884549588	KATIE BEASLEY	REC CENTER	11/04/2019	145.00
PUBLIC AGENCY TRAINING	3178215085	RYAN MORRIS	POLICE	11/07/2019	55.00
PET SCOOP, INC. / PET	303-202-1899	DRUSILLA TIEBEN	PARKS	11/01/2019	505.00
RED*CROSS TRNG & PROD	800-733-2767	DANIEL BIDLEMEN	REC CENTER	11/18/2019	60.00
RED*CROSS TRNG & PROD	800-733-2767	KATIE MEYER	REC CENTER	11/09/2019	90.00
RED*CROSS TRNG & PROD	800-733-2767	JAMES VAUGHAN	REC CENTER	10/26/2019	90.00
REI #121 WESTMINSTER	WESTMINSTER	AUBREY HILTE	PARKS	11/08/2019	126.00
ROADSAFE 3101	401-2534600	JACK MANIAN	OPERATIONS	10/21/2019	555.14
ROCKY MOUNTAIN REGIONA	303-770-2220	DAVID DEAN	GOLF COURSE	11/18/2019	685.00
ROCKY MOUNTAIN REGIONA	303-770-2220	ERIK SWIATEK	PARKS	11/07/2019	275.00
ROCKY MOUNTAIN WATERJE	GREELEY	DAVID DEAN	GOLF COURSE	11/02/2019	365.65
ROCKY MOUNTAIN WATERJE	GREELEY	DAVID DEAN	GOLF COURSE	11/02/2019	145.75
ROSATI S CHICAGO PIZZA	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	11/01/2019	33.00
SAFEWAY #2812	LOUISVILLE	KRISTEN PORTER	REC CENTER	11/17/2019	18.27
SAFEWAY #2812	LOUISVILLE	LANA FAUVER	REC CENTER	11/07/2019	11.78
SAFEWAY #2812	LOUISVILLE	LAURA LOBATO	POLICE	11/07/2019	96.25
SAFEWAY #2812	LOUISVILLE	REBECCA ST ORES	REC CENTER	10/31/2019	4.19
SAFEWAY #2812	LOUISVILLE	CATHERINE JEPSON	PARKS	10/30/2019	9.45
SAFEWAY #2812	LOUISVILLE	PAUL BORTH	REC CENTER	10/25/2019	25.79
SAFEWAY #2812	LOUISVILLE	LANA FAUVER	REC CENTER	10/22/2019	11.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SAFEWAY #2812	LOUISVILLE	DAVID D HAYES	POLICE	10/21/2019	17.18
SANTIAGOS MEXICAN REST	LAFAYETTE	KURT KOWAR	PUBLIC WORKS	11/05/2019	51.00
SANTIAGOS MEXICAN REST	LONGMONT	JEFFREY FISHER	POLICE	10/22/2019	37.15
SCMS	8004386040	CHERYL KELLER	POLICE	11/05/2019	349.00
SEATWAREHOU	7657852055	MARC DENNY	WASTEWATER	11/13/2019	224.95
SFPE ROCKY MOUNTAIN CH	303-2523542	CHAD ROOT	BUILDING SAFETY	11/07/2019	25.00
SHRED-IT	8666474733	DIANE M KREAGER	FINANCE	11/01/2019	36.00
SHRED-IT	8666474733	CHERYL KELLER	POLICE	10/29/2019	30.00
SILVER SPRUCE MOTEL	GLENWOOD SPRI	MICHAEL CLEVELAND	OPERATIONS	11/13/2019	55.00
SIP.US LLC	800-566-9810	TERRELL PHILLIPS	WATER	11/10/2019	24.95
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	11/18/2019	148.82
SITEONE LANDSCAPE SUPP	BROOMFIELD	MICHAEL TOWERS	PARKS	10/23/2019	618.47
SMASHBURGER #1525	LOUISVILLE	DESHAUN BECERRIL	OPERATIONS	11/05/2019	52.36
SMS - LAFAYETTE, INC.	3036666463	CHERYL KELLER	POLICE	11/06/2019	117.88
SOS REGISTRATION FEE	3038606962	CAROL HANSON	CITY CLERK	10/25/2019	10.00
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	11/18/2019	38.56
SOURCE OFFICE - VITAL	GOLDEN	MEREDYTH MUTH	CITY MANAGER	11/11/2019	21.86
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	11/06/2019	196.92
SOURCE OFFICE - VITAL	GOLDEN	MEREDYTH MUTH	CITY MANAGER	11/04/2019	258.22
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	10/23/2019	52.55
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	10/23/2019	41.80
SOUTHWEST AIRLINES	800-435-9792	CHRISTOPHER NEVES	IT	10/28/2019	223.96
SOUTHWEST AIRLINES	800-435-9792	CHRISTOPHER NEVES	IT	10/28/2019	20.00
SOUTHWEST AIRLINES	800-435-9792	CHRISTOPHER NEVES	IT	10/28/2019	20.00
SOUTHWEST AIRLINES	800-435-9792	NORMAN MERLO	GOLF COURSE	10/23/2019	309.98
SP * WDASWIM.COM	7206759478	PAMELA LEMON	REC CENTER	10/22/2019	258.24
SQU*SQ *ADVANCED CARE	THORNTON	AMANDA PERERA	REC CENTER	10/28/2019	1,092.00
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	11/11/2019	77.10
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	11/03/2019	9.90
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	10/30/2019	105.18
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	10/28/2019	87.32
SQU*SQ *DAKOTA BUS SER	LONGMONT	KATIE TOFTE	REC CENTER	11/06/2019	120.00
SQUARE *SQ *STEVE LANZ	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	10/25/2019	390.00
STAPLS7301182123000001	877-8267755	CAROL HANSON	CITY CLERK	10/23/2019	20.49
STAPLS7301182123000002	877-8267755	CAROL HANSON	CITY CLERK	10/23/2019	20.49
STAPLS7301383296000001	877-8267755	CHERYL KELLER	POLICE	11/05/2019	20.49
STAPLS7301383296000002	877-8267755	CHERYL KELLER	POLICE	10/23/2019	180.03
STAPLS7301533901000001	877-8267755	ERIN OWEN	LIBRARY	10/29/2019	84.31
STAPLS7301738678000001	877-8267755	CHERYL KELLER	POLICE	11/16/2019	9.50
STAPLS7301738678000002	877-8267755	CHERYL KELLER	POLICE	11/05/2019	34.86
STAPLS7301743608000001	877-8267755	ERIN OWEN	LIBRARY	11/05/2019	63.44
STAPLS7301743608000002	877-8267755	ERIN OWEN	LIBRARY	11/05/2019	5.97

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
STAPLS7301752469000001	877-8267755	CHERYL KELLER	POLICE	11/05/2019	36.16
STAPLS7301966798000001	877-8267755	ERIN OWEN	LIBRARY	11/12/2019	47.58
STAPLS7302080524000001	877-8267755	DIANE M KREAGER	FINANCE	11/14/2019	157.57
STAPLS7302117482000002	877-8267755	ERIN OWEN	LIBRARY	11/15/2019	120.17
STAPLS7302117482000003	877-8267755	ERIN OWEN	LIBRARY	11/15/2019	22.91
STAPLS7302117482000004	877-8267755	ERIN OWEN	LIBRARY	11/15/2019	199.83
SUN MOUNTAIN SPORTS, I	4067289224	SAM WHITE	GOLF COURSE	11/19/2019	720.00
SUPPLY.COM	6784868510	JAMES VAUGHAN	REC CENTER	11/01/2019	106.89
SWEET SPOT CAFE	LOUISVILLE	DIANE M KREAGER	FINANCE	11/15/2019	2,209.55
SWEET SPOT CAFE	LOUISVILLE	HEATHER BALSER	CITY MANAGER	10/29/2019	89.06
TARGET 00017699	SUPERIOR	LANA FAUVER	REC CENTER	11/07/2019	15.97
TARGET 00017699	SUPERIOR	KATIE BEASLEY	REC CENTER	10/29/2019	7.99
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	10/24/2019	247.50
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	10/22/2019	237.35
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/18/2019	45.57
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/18/2019	68.59
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/18/2019	5.11
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	11/18/2019	13.65
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/18/2019	16.44
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	11/15/2019	58.88
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	11/14/2019	22.95
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	11/14/2019	58.88
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	11/13/2019	18.80
THE HOME DEPOT #1506	LOUISVILLE	MATT LOOMIS	PARKS	11/13/2019	3.90
THE HOME DEPOT #1506	LOUISVILLE	CONNOR POWERS	GOLF COURSE	11/13/2019	12.98
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	11/12/2019	29.94
THE HOME DEPOT #1506	LOUISVILLE	DANIEL PEER	PARKS	11/12/2019	5.96
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	11/07/2019	31.84
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/08/2019	36.27
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	11/07/2019	34.11
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	11/07/2019	32.08
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	11/07/2019	27.40
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	11/06/2019	24.87
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	11/06/2019	9.84
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/05/2019	62.97
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/04/2019	139.93
THE HOME DEPOT #1506	LOUISVILLE	ERICA BERZINS	POLICE	11/04/2019	101.76
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	10/31/2019	159.04
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	10/31/2019	180.40
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	10/31/2019	31.91
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	11/01/2019	35.73
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	10/24/2019	27.38

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	10/25/2019	53.36
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	10/25/2019	24.97
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	10/24/2019	35.66
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	10/23/2019	22.72
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	10/23/2019	154.51
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	10/23/2019	35.92
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	10/22/2019	111.19
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	10/22/2019	22.28
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	10/21/2019	26.07
THE HOME DEPOT #1548	BROOMFIELD	MIKE MILLER	POLICE	10/30/2019	35.71
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/14/2019	86.32
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/07/2019	92.34
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/05/2019	236.87
THE HOME DEPOT 1506	LOUISVILLE	JACK MANIAN	OPERATIONS	10/29/2019	203.18
THE HOME DEPOT 1506	LOUISVILLE	AUBREY HILTE	PARKS	10/24/2019	87.72
THE HOME DEPOT 1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	10/24/2019	340.94
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	10/28/2019	369.24
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	10/21/2019	181.62
TIFOSI OPTICS	8663100966	SAM WHITE	GOLF COURSE	11/15/2019	821.80
TOWN OF SUPERIOR	3034993675	DRUSILLA TIEBEN	PARKS	11/05/2019	77.77
TRAVEL RESERVATION	877-283-5585	DAVID D HAYES	POLICE	10/22/2019	621.87
TST* LULU S BBQ	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	11/07/2019	269.70
TST* LULU S BBQ	LOUISVILLE	VICKIE ILKO	OPERATIONS	11/03/2019	24.75
TST* LULU S BBQ	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	10/29/2019	81.30
TST* MUDROCK S TAP & T	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	10/30/2019	121.56
TST* THE HUCKLEBERRY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	11/19/2019	75.00
TST* THE HUCKLEBERRY	LOUISVILLE	EMBER K BRIGNULL	PARKS	11/13/2019	34.68
TST* THE HUCKLEBERRY	LOUISVILLE	JEN KENNEY	POLICE	10/24/2019	96.25
U.S. PLASTIC CORPORATI	419-228-2242	JAMES VAUGHAN	REC CENTER	11/12/2019	255.73
UBER TRIP	8005928996	CHRISTOPHER NEVES	IT	11/15/2019	43.01
UBER TRIP	8005928996	CHRISTOPHER NEVES	IT	11/14/2019	43.59
UNITED SITE SERVICE	508-594-2564	SAM WHITE	GOLF COURSE	10/22/2019	187.31
USA BLUE BOOK	8004939876	MARC DENNY	WASTEWATER	11/08/2019	536.30
USGOVT PRINT OFC 32	202-512-0854	LISA RITCHIE	PLANNING	11/18/2019	336.00
USPS PO 0756700237	SUPERIOR	SAM WHITE	GOLF COURSE	11/19/2019	54.69
VENNGAGE.COM	TORONTO	EMILY HOGAN	CITY MANAGER	11/15/2019	19.00
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	11/02/2019	3,043.78
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	10/23/2019	926.08
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	10/23/2019	1,168.11
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	11/05/2019	20.00
WAL-MART #5341	BROOMFIELD	AUBREY HILTE	PARKS	10/24/2019	94.80
WALGREENS #7006	SUPERIOR	GINGER CROSS	GOLF COURSE	11/12/2019	3.19

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
WAYFAIR*WAYFAIR	WAYFAIR.COM	CATHERINE JEPSON	PARKS	11/07/2019	935.92
WENDYS 3888	BROOMFIELD	JACK MANIAN	OPERATIONS	11/13/2019	11.02
WHENTOWORK INC	7143899695	JULIE SEYDEL	REC CENTER	10/22/2019	200.00
WICKHAM TRACTOR	LONGMONT	MASON THOMPSON	OPERATIONS	11/12/2019	423.36
WILBUR ELLIS DENVER	720-5920288	DAVID DEAN	GOLF COURSE	11/04/2019	525.00
WIN-911 SOFTWARE	512-326-1011	JUSTIN ELKINS	WASTEWATER	10/31/2019	595.00
WM SUPERCENTER #5341	BROOMFIELD	LINDSEY WITTY	REC CENTER	11/08/2019	354.08
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	11/01/2019	392.60
WWW.NORTHERNSAFETY.COM	800-625-1591	ERIK SWIATEK	PARKS	11/01/2019	111.22
WWW.PREDICTEE.COM	9292899870	SAM WHITE	GOLF COURSE	11/07/2019	49.00
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	11/08/2019	28.08
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	10/30/2019	109.12
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	10/25/2019	107.80
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	10/26/2019	99.45
		ANGELA NORENE	OPERATIONS	11/20/2019	-606.04
		MIKE MILLER	POLICE	10/30/2019	-144.60
		BENJAMIN KURTZ	POLICE	10/24/2019	-540.00
		MARC DENNY	WASTEWATER	11/14/2019	39.00
TOTAL					**$ 100,092.87**

CITY OF LOUISVILLE				
EXPENDITURE APPROVALS $25,000.00 - $99,999.99				
NOVEMBER 2019				
DATE	**P.O. #**	**VENDOR**	**DESCRIPTION**	**AMOUNT**
11/19/2019	2019259	Galls LLC	Tactical Active Shooter Vests	$28,971.00
			Three bids were received from Adamson Police Products, Blue Star	
			Police Supply and Galls with Galls providing the lowest bid.	

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

November 25, 2019
Library Meeting Room
951 Spruce Street
2:00 PM

Call to Order – Mayor Pro Tem Maloney called the meeting to order at 2:00 p.m. The following members were present:

City Council:	***Mayor Ashley Stolzmann (arrived 2:08 pm)*** ***Mayor Pro Tem Dennis Maloney*** ***Councilmember J. Caleb Dickinson (arrived 2:02 pm)*** ***Councilmember Deborah Fahey*** ***Councilmember Chris Leh*** ***Councilmember Jeff Lipton***
Staff Present:	***Heather Balser, City Manager*** ***Megan Davis, Deputy City Manager*** ***Kevin Watson, Finance Director*** ***Kurt Kowar, Public Works Director*** ***Cory Peterson, Water Resources Engineer*** ***Megan Pierce, Economic Vitality Director*** ***Meredyth Muth, City Clerk***

DISCUSSION/DIRECTION – WATER TAP FEE CALCULATION & APPROVAL PROCESS

Mayor Pro Tem Maloney opened the meeting.

Director Kowar stated this discussion was prompted by questions from a recent Council meeting. He noted this water tap fee is a City Manager approved fee delegated to the manager to keep the fees up to date with the current price for water. This fee increase was reviewed by the Utility and Finance Committees.

Director Kowar reviewed the City's two water supply sources: South Boulder Creek/Marshall Lake (aka FRICO) and Colorado Big Thompson (CBT)/Windy Gap (WG) from the Western Slope. Having water from two different basins provides redundancy. Water on the market now is generally coming from former agricultural uses and Louisville is in competition for new water rights with all of our surrounding neighbors.

Water coming from South Boulder Creek is distributed to other water sheds as well as Coal Creek which we use. If we buy agricultural water and want to change it to a municipal use that must be approved by the Water Court and we must keep flows up in the other water sheds as well. Currently, there is no infrastructure in place for water from our basin to get to the other basins so there is less of a guarantee we can transfer water uses via water decree. To assure we can get water we will need to build a pipeline but it may not be possible. Therefore even if FRICO purchases are cheaper we may not be able to use it if we can't get Water Court approval.

Director Kowar reviewed the Colorado Big Thompson/Windy Gap (CBT/WG) system. The only constraint on these purchases is our own pipeline from the pump station in North End to our north water plant. There are plans to resolve that pipeline issue.

Windy Gap is a great supplemental water supply. In a wet year it produces a lot of water, however we don't need water in a wet year. CBT/WG users need to build Chimney Hollow reservoir to store the excess WG water in wet years. Chimney Hollow is estimated to be on line in the mid-2020s. He noted CBT/WG water is more expensive than FRICO as it is pumped from the Western Slope.

Director Kowar reviewed the water acquisition considerations including delivery cost, acquisition costs, water court risk, return flow requirements, and other issues. He noted for long-term resales CBT is the better value. Keeping firm yields in both basins helps maintain our redundancy and a firm flow rate.

Director Kowar reviewed the amount of water we have, what we think we need, what the risks/threats are, and what is constraining our ability to use water we have. He reviewed the history of the City's efforts to purchase water starting with the 1979 plan. We currently use the estimate of 7120 acre feet as our annual goal. He reviewed the historical consumption of water by residential, commercial, and other uses. Water usage is going down even as population goes up, however much of that is weather dependent.

Director Kowar noted City departments are charged for their water use; so other City funds pay into the Water Fund for use. Director Watson also noted the Water Fund is an enterprise fund so it must pay for itself. The Water Fund income can only come from the service it provides; this is why we haven't used water fees as a way to give incentives for new businesses. Also, TABOR states any subsidy of over 10 percent coming from another fund means the loss of TABOR status. Loss of that status would mean we cannot bond water funds without a vote of the people.

Director Kowar noted the 2016 Raw Water Master Plan included 6700 acre feet as the recommended goal for firm yield. That is the firm yield goal staff works with today. He added the goal is meant to cover all possibilities and growth. That goal is for best practices for the long term.

Councilmember Lipton asked how this lines up with the Comp Plan. Director Kowar stated it is aligned with the Comp Plan. Councilmember Lipton stated he thought population growth in the Comp Plan was not estimated to go up that much and Council can control things such as landscaping and other options to reduce water use. Director Kowar stated the City can do that, but our current regulations don't require that. Mayor Pro Tem Maloney stated that is a policy decision Council could make.

Mayor Stolzmann stated the Utility Rate Task Force did discuss this, but felt regulations could be an over reach. She added the Council would have to decide how people should use their water and that discussion wasn't where we wanted to go.

Councilmember Lipton stated now with water costing what it does, we should have to address this. There should be ways to incentivize less use.

Mayor Pro Tem Maloney stated it is difficult not to discuss water rates with tap rates. We have a pay as you go system for rates. But with tap fees it is different as it includes the cost of transporting and producing water.

Director Kowar noted the plan is based on 6700 acre feet. Staff follows drought conditions and watches water demand. He noted how water would be affected by a multiple year drought and what options would be available to the City to implement. He added climate change will likely affect all this planning as well as storage and outdoor water usage.

Director Kowar reviewed the model currently used for setting the water use rates and the options the City has for financing options: Pay as you go, debt financing, tap fees; and up-front costs provided by the project.

Director Kowar reviewed finances and how debt affects water rates. More debt may drive rates up too high.

Director Kowar reviewed the tap fee methodology. Equity method: Achieve capital equity between new and existing customers. Assess new customers a fee to approximate the equity or debt-free investment position of current customers. The financial goal is to achieve a level of equity from new customers by collecting a fee representative of the average equity attributable to existing customers.

Incremental Cost Method: New development paying for the incremental cost of the system capacity needed to serve the new development. This approach mitigates the cost impact of new growth on existing customers' user rates. Charge a fee for new customers sufficient to allow customer user rates to be revenue neutral with respect to growth of the system. This includes allowing developers to bring their own water to the table at development time. It would have to be Marshall water or CBT for us to accept it.

He reviewed the cost of water acquisition noting the cost has increased significantly and we are competing against all of our neighbors for the same CBT water.

He reviewed how CBT costs had increased since 2013/14 affected by growth, competition, and infrastructure costs.

In 2013, the city changed the tap fee form to allow people to understand all of the costs. It includes a separate tap fee for irrigation for multifamily and commercial. The current regulations are not perfectly clear on how infill projects pay.

Councilmember Lipton asked how Storage Tek's taps would be credited for a new developer and they wouldn't be credited at today's value. Director Kowar stated people get credit for the volume of water so if they have a 1.5 inch tap and need a 2 inch they only pay the cost of the extra ½ inch. Councilmember Lipton would like that written into policy.

Members discussed how irrigation taps are used and why it makes sense for commercial and multifamily to separate the indoor and outdoor use. Director Kowar added that in a drought year this allows the City to surcharge only outdoor use to encourage water savings.

Director Kowar reviewed a comparison of tap fees to our neighbors. Mayor Pro Tem Maloney asked why some of our neighbors are not taking into consideration increasing costs as we are. Director Kowar stated each municipality does things differently, but he assumes they will need to catch up with everyone else on this.

Councilmember Fahey asked when these prices go into effect and when are they charged to developers. Director Kowar stated everyone gets a three month warning on rate changes. The costs are assessed when they pull their building permits although someone can prepay if they want to.

Councilmember Lipton stated with the lower land costs combined with water still makes it cheaper to build in communities further east. This is a balancing of policies regarding economic development and water costs. Mayor Stolzmann stated we are responding to increased costs; we are not increasing them by choice.

Councilmember Lipton stated he thinks these increased costs might be an anomaly. He would like this fee set on an annual basis. Director Kowar stated staff monitors water all the time and react as we need to. We have not raised them since 2016 but the fee increase in the last six to nine months is driving this increase.

Director Kowar noted the current policy is; Tap fees shall be based on and used for growth related capital expansion costs for water resources, water supply, water storage, transmission, treatment and distribution facilities, and related costs factors. Tap fees shall reflect the City's overall costs incurred to provide services for which the tap is requested and for which the tap is designed.

Councilmember Lipton stated the policy for developers to bring their own water seems to work for other cities. City Manager Balser stated staff is prepared to bring back an ordinance for this to be an option for developers before the fees go into effect. Director Kowar noted it can currently be done by an agreement approved by Council but new legislation would let it happen without Council approval each time.

Mayor Stolzmann asked for public comments.

Jeff Sheets, Koelbel, stated his company is in competition for new users and tap fees are the cost of building a building and those costs flow through to rent costs. It is very, very competitive and it looks like Louisville could be pricing itself out of the market. A tenant will look at the big picture of the cost of rent and that could make you less competitive. All cities are courting the same commercial guys you are trying to get for Louisville. The irrigation tap is expensive as well. Overall it does make Louisville less competitive.

City Manager Balser stated this is one fee of many builders pay. When you compare all of the fees our neighbors charge we are likely still lower. There are fees we don't charge that our neighbors do. The competition piece is real, but this is one small piece of that picture.

Councilmember Lipton would like to be able to communicate what all of our fees are; we need a comprehensive list; need to see the bigger picture so we can compare to other communities.

Councilmember Dickinson agreed we need a big picture look at how we compare to our neighbors. Water needs to be the right price regardless of the other fees, but we need to see the full picture.

Mayor Pro Tem Maloney stated it comes down to how this affects potential development. We need to have an annual rate calculation that can go up or down as appropriate.

Mayor Stolzmann stated in this conversation Council had fiduciary responsibility of the water utility. Other cities have user fees paying for the cost of growth but we have a policy that developers pay for the cost of growth. This would be a big change. If people can bring their own water to the table that will help. We should feel good knowing that when people come in with a new development we will have water for them with infrastructure and water rights. We are planning ahead and running a responsible system. We have to pay for the utility against our real costs. Council can have a different discussion about how the General Fund can help development or rebates from the General Fund, but that should be a separate discussion. The price of water is what it is. Economic Development is a priority, but it shouldn't be mixed with the utility conversation.

Councilmember Leh stated we need to make sure those conversations happen. He would like to have the City put together a comprehensive look at fees and see how we are fair

and not hostile to new economic development. But the utility needs to pay for itself, we have no other option. This is a separate conversation we need to have.

Councilmember Dickinson stated he understands the cost of water is the cost of water so we need to figure out the right amount. That makes sense. However, we need to be agile and need to reduce the costs if water costs go down and should look at it more often to adjust it if needed. We also need to find other areas in which to be more aggressive with economic incentives.

Mayor Pro Tem Maloney proposed Council should take no action now so the fees take effect in January, but we need to be sure staff is recalculating the fees annually. He would like further discussion of how this affects our competitiveness with other communities and all of the other fees we and they are charging so we know where we fit. Councilmember Fahey agreed. Mayor Stolzmann stated Mayor Pro Tem Maloney's proposal will be the direction to staff.

Members discussed future items for discussion.

ADJOURN

Members adjourned at 4:21 pm.

_____
Ashley Stolzmann, Mayor

_____
Meredyth Muth, City Clerk

City Council

Meeting Minutes

December 3, 2019
City Hall, Council Chambers
749 Main Street
7:00 PM

Call to Order – Mayor Stolzmann called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council:	***Mayor Ashley Stolzmann*** ***Mayor Pro Tem Dennis Maloney*** ***Councilmember J. Caleb Dickinson*** ***Councilmember Deborah Fahey*** ***Councilmember Chris Leh*** ***Councilmember Jeff Lipton***
Staff Present:	***Heather Balser, City Manager*** ***Megan Davis, Deputy City Manager*** ***Emily Hogan, Assistant City Manager for Communications & Special Projects*** ***Megan Pierce, Economic Vitality Director*** ***Meredyth Muth, City Clerk***
Others Present:	***Kathleen Kelly, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

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

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND THE CONSENT AGENDA

Stephanie Rowe, 631 West Street, stated a parcel of private property recently completed a prairie dog eradication. The public has been trying to save the colony and would like changes to the City's prairie dog policy. She said the property owner has now had a

change of heart. She noted the poison can get into the ecosystem. She would like the City to create a new prairie dog management plan to not allow the use of this poison on both public and private lands. She felt residents want a better policy that allows for healthy balanced ecosystems.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Stolzmann asked for a motion to approve the consent agenda with one amendment to start the meeting on December 12 at 4:45 pm, moved by Councilmember Lipton and seconded by Mayor Pro Tem Maloney. All in favor**.**

- **A.** ***Approval of Bills***
- **B.** ***Approval of Minutes: November 19, 2019; November 21, 2019***
- **C.** ***Approval of Request for Proposals for 2020 Citizen Survey***
- **D.** ***Approve Changes to December Meeting Schedule***
- **E.** ***Approval of Request for Proposals for 2020 Performance Measures Refinement***
- **F.** ***Authorize Execution of Engagement Letter for Auditing Services with Eide Bailly, LLC***
- **G.** ***Approval for Purchase of Qwiksalt from Compass Materials***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Stolzmann noted the Parade of Lights is this weekend and invited everyone to attend.

CITY MANAGER'S REPORT

City Manager Balser thanked the Public Works operations staff and parks staff for their snow removal last week. She noted this was fourth largest storm in the last four years. She stated plowing continues and deicer is still being applied in the school zones. She thanked the residents for their work removing snow as well.

City Manager Balser also noted the parade of lights this week and added a list of the various associated activities.

REGULAR BUSINESS

DISCUSSION/DIRECTION/ACTION – ROCKY MOUNTAIN METROPOLITAN AIRPORT NOISE MITIGATION CONTRACT EXTENSION AND PLANNING

Emily Hogan, Assistant City Manager, noted this is an update on the airport noise mitigation project. Louisville and Superior partnered on this project concerning noise from

the Rocky Mountain Metropolitan Airport (RMMA). ABCx2 was hired as aviation consultants. The first phase was a baseline assessment on current conditions and public engagement, industry engagement and strategy development. These strategies were presented on September 30. The consultants have finished the work outlined in phase one.

Staff recommends moving forward with Phase 2 to focus on changes at the local level;

- Prioritize changes to flight operations and procedures/practices that would provide the greatest noise reduction impacts with a focus on flight school operations.
- Continue to work in cooperation with airport stakeholders to implement realistic noise abatement solutions
- Work with the City and Town, RMMA, FAA, and other stakeholder governments to establish a Community Roundtable.

Staff is seeking direction whether to proceed with Phase 2.

Councilmember Lipton asked how the airport fits in with Jefferson County (JeffCo) and Broomfield. The airport is part of JeffCo, but Broomfield has an interest in it also and has some land use regulatory control. Deputy City Manager Davis stated some of the businesses are within Broomfield but airport operations fall to Jefferson County.

Councilmember Lipton stated it seems Broomfield has much of the control and he would like to see a dialogue with Broomfield on the issue of land use.

Mayor Stolzmann stated the operations and everything related to flights are controlled by JeffCo. Councilmember Lipton would like staff to clarify which jurisdiction we should be discussing which items with.

Councilmember Lipton stated our interests are a bit different from Superior. They suffer more from takeoff and landing issues, while Louisville issues are different. He added this should be a high priority for the community. He felt frustrated by the pace this is taking; some of this should be easy to take care of if we get cooperation from the flight schools. We need to get this dialogue started. He challenged staff to move this more quickly.

Mayor Pro Tem Maloney stated Council does support this. He asked which other stakeholders would be in the roundtable. Hogan stated Louisville, Superior, Arvada, Broomfield, Boulder County, Jefferson County and Westminster. Mayor Pro Tem Maloney stated if they are all at the table it could be powerful.

Mayor Pro Tem Maloney asked what role the Superior Louisville Joint Issues Committee could take. Hogan stated one of the first tasks is prioritizing the strategies and the Joint Issues Committee along with a Council member could be instrumental in that. Mayor Pro Tem Maloney stated he likes that idea.

Mayor Pro Tem Maloney would like to see some segue from the consultants leading this to the City leading this process. He agreed moving this along would be appreciated.

Councilmember Fahey agreed with Mayor Pro Tem Maloney and Councilmember Lipton. She added it might be helpful to get the City of Boulder and Westminster in the roundtable. She would also like it to note the health impact of airplane emissions on the communities.

Councilmember Leh agreed. He added he would like to include staff from Joe Neguse's office and a representative from Senator Gardner's office in the process.

Councilmember Dickinson noted it seems there is not a large usage increase in 2017 to 2018 but complaints vastly increased. He asked if there is information from 2018 to 2019 on these. He asked if there was more information on what is driving the increased interest in the noise issue as use has not increased at the same rate as complaints. Hogan stated more current information could be requested.

Councilmember Lipton stated he noticed most of the complaints from Louisville residents are related to private civil aircraft. For us they make the most noise and those flights have gone up almost 80% in that time frame. These flight schools are causing more impacts to us than they used to.

Public Comments

Sherry Sommer, 910 South Palisade Court, stated there are weaknesses in the work to date. The process has been slow and while this was happening there have been increases in flight schools and larger aircraft. As volume increases so will noise. There was not enough engagement with the public by the consultants. There is an avigation agreement that has been violated. The consultants need to be listening to the community. If the consultants have a great relationship with airport staff that should carry through in returns to the community. Other elected officials are interested in helping and that should be coordinated with the City. There needs to be more collaboration and residents included.

Betty Solek, 1101 Franklin Avenue, said she is affected by the flight schools. It seems there are planes using the edge of the mesa as a training area. She would like to see these issues addressed by the consultants. The maps from the consultants are difficult to understand. We should consider using a consultant who can give us a wider picture of the impacts by GIS. The consultant did not note why with all of the open space, they continue to fly over residential areas. There is no justification for using our town as a training area.

Brian Hill, Superior resident, stated airport operations continue to increase despite letters from State representatives, Boulder County Commissioners and the FAA suggestion to convene a roundtable. Operations are up year over year. He doesn't see dedication on the part of the airport to be a friendly neighbor. The airport is looking to expand and that is

concerning; the FAA and State are also helping fund this growth. Residents experience increased noise and are not given any information on what or who is flying overhead.

Laurie Mui, 11268 Decatur Circle, Westminster stated she and other Superior residents have been doing research on this for over a year and would be happy to share all of their research with the Council. She feels some of the historical record is not accurate. JeffCo couldn't influence the development in Boulder County. She was disappointed in the consultants and felt the baseline assessment was poor.

Mayor Stolzmann summarized comments: this is a high priority for our residents, we need to better understand the role of all the neighbors particularly Broomfield who has authority over the different pieces of the airport; the general consensus to move forward with Phase 2 with the consultant to pursue the roundtable. Direction is to a roundtable and look at any low hanging fruit on this.

Mayor Pro Tem Maloney stated the Joint Issues Committee should be tasked with working on this to be more efficient. Councilmember Lipton stated his concern with that is it may slow down the process if everything has to go through the committee. Need a commitment to get this moving quickly.

Councilmember Dickinson stated it would surprise him if the Committee didn't want to address this and it could be a good place to handle this. Councilmember Lipton reiterated the two communities have different impacts. We need to get all the impacted communities involved to have the most political leverage. Most importantly we need to give staff authority to move this quickly and aggressively.

Councilmember Leh agreed with Councilmember Lipton. We need to be able to adjust strategy to address options quickly and be effective.

Mayor Stolzmann stated it appears there is an interest in having updates, things of joint interest go to joint issues committee, have staff get the process started and decide what needs to come back to the full Council, what councilmembers can talk to other community leaders on and if there is a need for a formal committee, one can be formed.

Councilmember Lipton asked if on land use issues if we can be a referral agency from Broomfield so we have notice to changes concerning the airport. The land use aspects are important and we may need consultants dedicated to this specific issue as well.

Mayor Stolzmann asked if this was clear direction. City Manager Balser stated the more people we bring to table could affect the time it takes, longer to build consensus. Staff will bring back this piece and look at other areas where we can be engaging. Staff will take this feedback and work on implementation and then bring back for more discussion.

ORDINANCE NO. 1786, SERIES 2019 – AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT THE SALE OF TOBACCO

PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES, TO PERSONS UNDER THE AGE OF TWENTY-ONE – 1st READING, SET PUBLIC HEARING 12/17/19

City Attorney Kelly introduced the ordinance by title. Councilmember Fahey asked in the ordinance if someone 18 now would be allowed to continue to purchase, allowing them to be grandfathered in. Attorney Kelly stated that is not in the ordinance.

Councilmember Leh asked about vaping. Deputy City Manager Davis stated the bill allows local governments to allow more stringent regulations than the state regarding tobacco, including vaping. Councilmember Leh asked if there are other substances besides nicotine that need to be regulated related to vaping. Staff will bring additional information on this for second reading.

Councilmember Lipton would like more information on how licensing vaping would work. City Clerk Muth noted it would likely be very much the same as liquor and marijuana licensing. Mayor Stolzmann noted this ordinance was only about raising the age limit.

Councilmember Fahey would like to see a grandfathering in for those already 18 now. Staff will bring more information for second reading.

Mayor Stolzmann asked for a motion to approve on first reading and set the public hearing for December 17th; Councilmember Lipton moved to approve the Ordinance No. 1786, Series 2019 on first reading; seconded by Mayor Pro Tem Maloney.

Voice vote, all in favor.

CITY ATTORNEY'S REPORT

None.

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

a. **ECONOMIC VITALITY COMMITTEE –** no report
b. **FINANCE COMMITTEE –** Mayor Pro Tem Maloney stated the Finance Committee reviewed the third quarter sales tax information. Collection is up excluding the audit revenue, but inside City tax declined and outside City sales went up significantly. He stated December 16 they will be looking at a 2020 work plan.
c. **LEGAL REVIEW COMMITTEE –** Councilmember Leh stated the Committee met and will be bringing proposals for the filling the Municipal Judge position to Council soon including a recommendation to increase the compensation. They will also bring recommendations for backup judges and prosecuting attorney.

d. **UTILITY COMMITTEE –** Councilmember Lipton stated they will be meeting in January

e. **COLORADO COMMUNITIES FOR CLIMATE ACTION –** Councilmember Fahey noted they discussed the work plan for the coming year.

f. **COMMUTING SOLUTIONS**

g. **CONSORTIUM OF CITIES**

h. **DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE –** Councilmember Lipton noted they have been meeting regularly and are planning for next year. His first meeting will be tomorrow afternoon.

i. **DENVER REGIONAL COUNCIL OF GOVERNMENTS –** Mayor Stolzmann noted there had been an update for the I-70 Coalition reporting on the continuing congestion to the mountains and there has been some success with adding the managed lane. They are looking at adding more lanes and at finding funding for more transit options. An update from CDOT reported there is still a funding shortfall.

j. **JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE) –**

k. **REVITALIZATION COMMISSION –** Councilmember Lipton noted although he was unable to attend, he understood the commission approved the TIF agreement for the Terraces in November.

l. **XCEL ENERGY FUTURES –** Mayor Pro Tem Maloney stated they met yesterday and discussed an EV audit. They are looking forward to Windsource going on line in January and looking at opportunities for 2020.

Mayor Stolzmann stated the employee holiday lunch is tomorrow if anyone can attend.

Councilmember Leh stated the Council may want to consider establishing a Joint Issues Committee with Broomfield.

ADJOURN

Members adjourned at 8:12 pm.

_____
Ashley Stolzmann, Mayor

_____
Meredyth Muth, City Clerk

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVE JANUARY 14 AS A SPECIAL MEETING**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
Staff requests City Council approve a Special Meeting on January 14 at 6 pm to continue discussion on the 2020 Council Work Plan.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve Special Meeting on January 14 at 6 pm.

ATTACHMENT(S):
None

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVE CONTRACT WITH KELLY PC FOR CITY ATTORNEY SERVICES FOR 2020 - 2021**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
On October 1, the City Council voted to retain the firm of Kelly PC as City Attorney for another two-year appointment starting in January 2020 with a contract to be brought back for approval. Kelly PC is not asking for any changes in their contract with the City therefore Council need only approve continuing with the firm under the existing contract.

PROGRAM/SUB-PROGRAM IMPACT:
The goal of the legal support sub-program is to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration and support. This contract helps the Council achieve that goal.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve continuation of contract with Kelly PC.

ATTACHMENT(S):
1. 2018 Contract with Kelly PC

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

CONTRACT FOR CITY ATTORNEY

This Contract between the CITY OF LOUISVILLE ("City") and the law firm of KELLY PC ("Attorney") is as follows:

WITNESSETH:

WHEREAS, the City is in need of a City Attorney; and

WHEREAS, Kathleen Kelly and the other attorneys at Kelly PC are duly licensed attorneys in the State of Colorado, and Kelly PC is willing and able to serve as City Attorney;

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints the Attorney as City Attorney for the City of Louisville and Attorney hereby accepts the position of City Attorney. It is understood that the work of the City Attorney will be performed by Ms. Kelly or others in the firm designated by her, but that Ms. Kelly shall be principally responsible to the City Council for that work.

2. Term. The services to be performed by the Attorney shall begin upon appointment to the position of City Attorney and shall terminate on the Attorney's removal or resignation.

3. Removal or Resignation. Attorney shall serve at the pleasure of the City Council and may be removed from the position of City Attorney at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. Attorney shall be automatically removed from the position upon the appointment by City Council of a different City Attorney.

Attorney may voluntarily resign as City Attorney by providing at least sixty (60) days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the City Attorney for Louisville required by Constitution, home rule charter, statute, or ordinance, and shall perform other legal services as requested by the City Council or by such City officers or employees as designated by the City Council. Municipal court prosecution services are not included in the services to be performed by the City Attorney.

5. Compensation. The City agrees to pay the Attorney for all services under this Contract at the rates set forth in the "Appendix A -- Fee Schedule," attached hereto and incorporated herein by this reference.

The Attorney agrees to bill the City monthly, indicating the services performed, the time expended thereon, and the dates of service. Attorney's expenses for travel to and from Louisville shall not be billed separately to the City.

6. Outside Legal Counsel. The City may employ, at the City's expense, outside the terms of this Contract, other legal counsel determined to be necessary by the City Council.

7. Amendment. Any amendment to this Contract shall be in writing and agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

KELLY, PC

By: _____
Kathleen Kelly, President

Sept. 19, 2018
Date

CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

9/19/18
Date

ATTEST

By: _____
Meredyth Muth, City Clerk

9/19/18
Date

APPENDIX A – FEE SCHEDULE – CITY OF LOUISVILLE

General Legal Services:

(1) Attorney time (except as per (3) below)	
- Principals	$205.00 per hour
- Senior Associates	$195.00 per hour
- Associates	$180.00 per hour
(2) Paralegals/Law Clerks	$ 90.00 per hour
(3) Monthly retainer for attendance at regular meetings of the Council and short telephone calls requiring no research:	$750.00

* Principal and Associate rates effective January 1, 2019. Senior Associate rates effective September 1, 2018.

Expenses:

(1)	Copying:	$ .15 per page
(2)	Travel:	No mileage or attorney time charge for travel to and from Louisville For other travel, travel time will be billed one-way and current IRS per mile
(3)	Long distance telephone calls:	at cost
(4)	Delivery:	at cost

AGREED AND ACCEPTED:

KELLY, PC

By: [signature]

Title: President

Date: 9/20/2018

CITY OF LOUISVILLE

By: [signature]

Title: Mayor

Date: 9/17/18

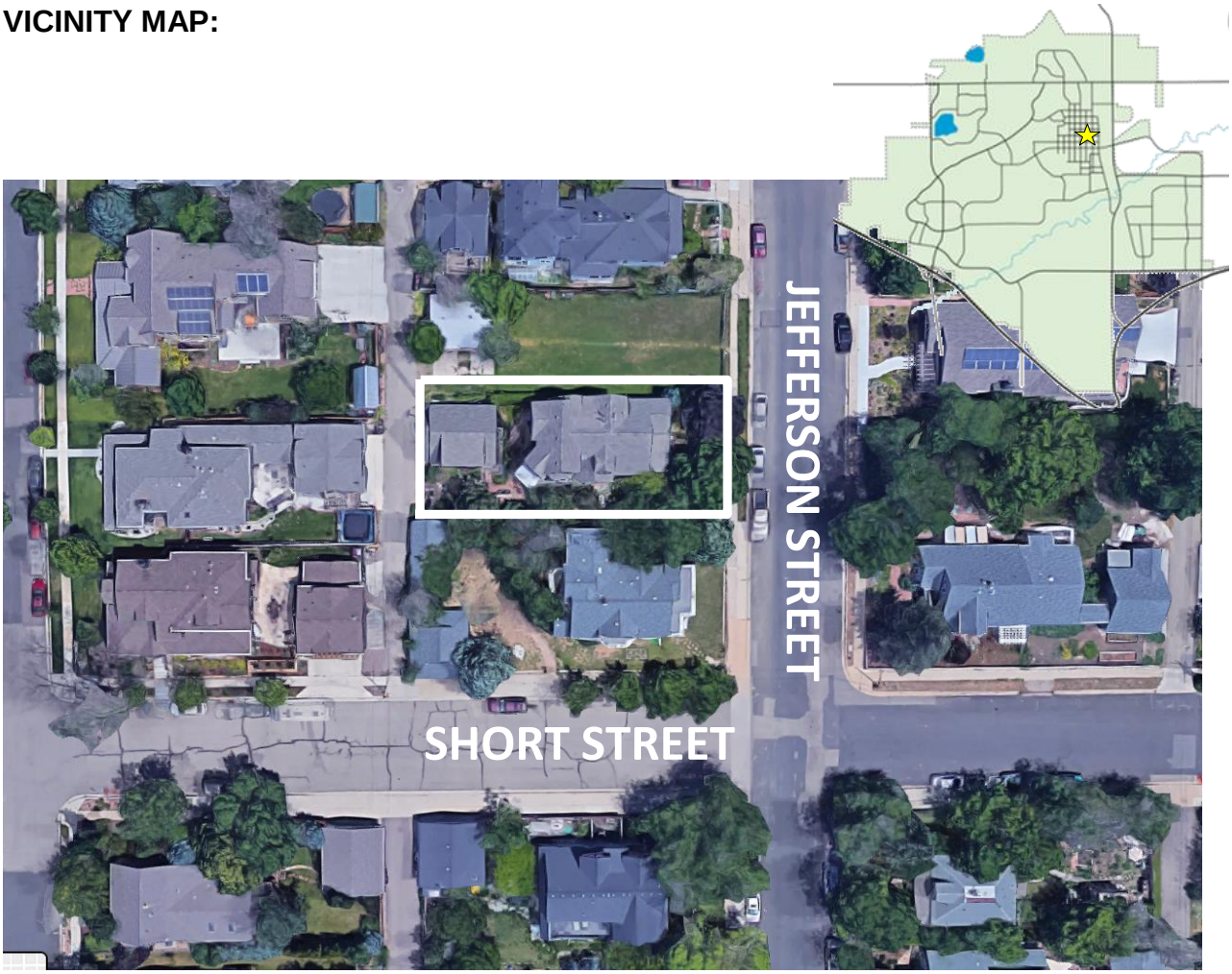
CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: RESOLUTION 51, SERIES 2019 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE BALL HOUSE LOCATED AT 1117 JEFFERSON AVENUE

DATE: DECEMBER 17, 2019

PRESENTED BY: FELICITY SELVOSKI, PLANNER/HISTORIC PRESERVATION
PLANNING & BUILDING SAFETY DEPARTMENT

VICINITY MAP:



SUMMARY:
The applicant requests approval of a grant in the amount of $1,221.10 from the Historic Preservation Fund for window restoration for the Ball House located at 1117 Jefferson Avenue. The City designated the property as a landmark on August 17, 2010 through Resolution 46, Series 2010.

The grants available to a landmarked property are based on the funding resolution in effect at the time of the landmarking. For 1117 Jefferson Avenue, the property is subject to the funding available under Resolution No. 20, Series 2009 as well as Resolution No. 20, Series 2010. The Historic Preservation Commission and City Council have previously approved the following grants for the property:

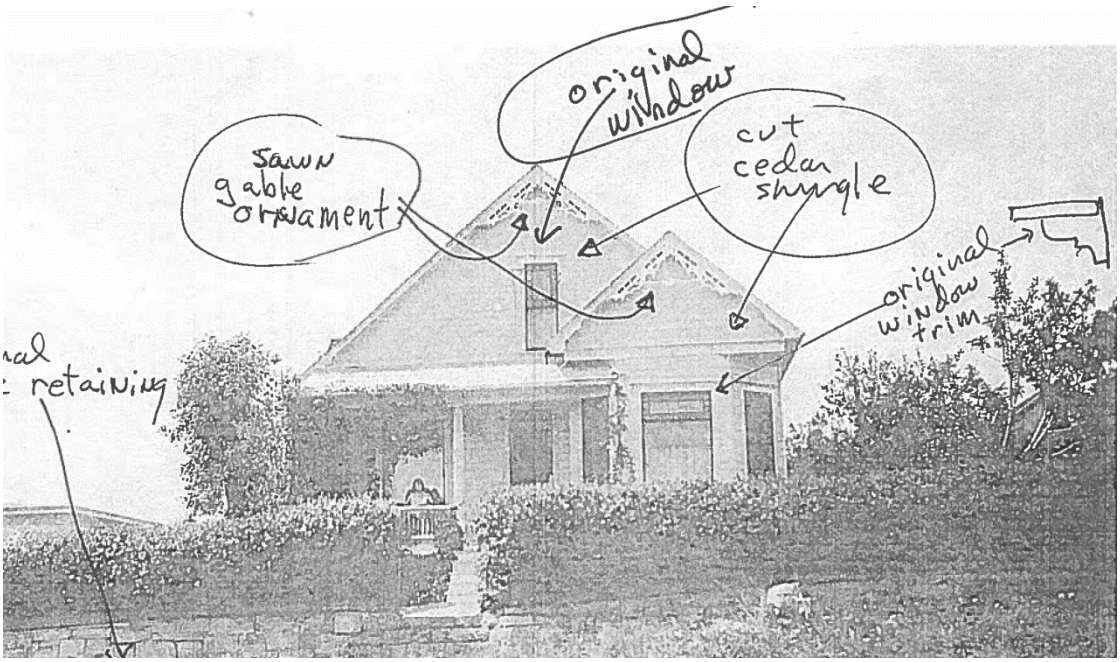
- Landmark Incentive: $1,000
- Landmark Incentive: $5,000 (Electrical Work)
- Preservation and Restoration Grant: $12,666 (Foundation and Gutters)

The Historic Preservation Commission recommends approval for a grant in the amount $1221.10

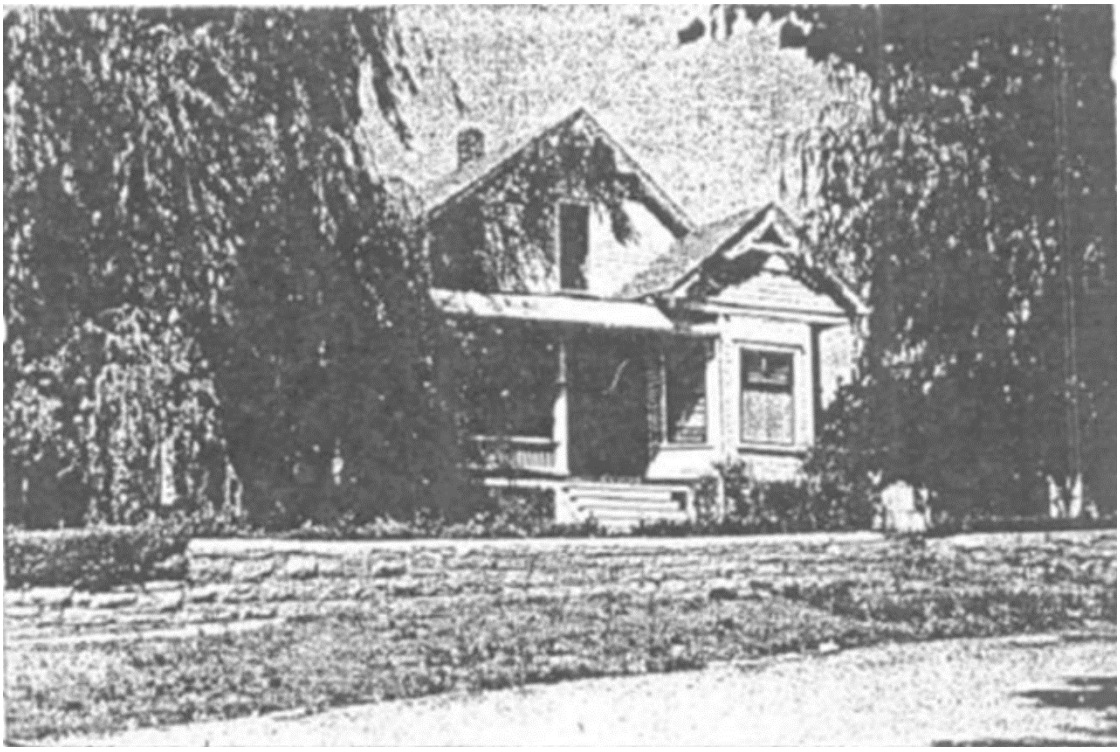
BACKGROUND:
The property was purchased in 1908 by Harrison and Nettie Ball and the current residence was constructed in 1909. Harrison “Harry” Ball was store manager of the State Mercantile in 1910. He and his wife Nettie had a daughter named Mary Ethel Ball who later became acting Dean of Students at the University of Colorado in the 1930’s.

The Ball’s owned the house from 1909 until 1918, when Frank Carveth purchased the house. Frank was one of the partners of the store Carveth Brothers and Darby, which was located in the State Mercantile building. Frank was killed in a rail accident in 1920 while on the “Kite Line” – which ran between Denver and Boulder. His wife and children continued to own the house until 1932.

Between 1932 and 1984 approximately four other families owned the building until the current owners purchased the house in 1984.



1117 Jefferson Avenue, front façade (east) – pre-1932



1117 Jefferson Avenue, front façade (east) – 1948 Assessor's Card

1117 Jefferson Avenue, front façade (east) – 2010

GRANT REQUEST:
The applicants are requesting approval of a grant for restoration work on the landmarked structure at 1117 Jefferson Avenue. The total grant request is $1,221.10. The requested restoration work is for the replacement of the front, second-story window to match the original. The window originally located there was a single, divided-light one-over-one window. That window was removed and replaced with double, one-over-one windows at some time post-1948.

ANALYSIS:
The Ball House previously received a $1,000 incentive grant, a $5,000 incentive grant, and a $12,666 grant for foundation and retaining wall restoration as well as new gutters under Resolution 20, Series 2009, and Resolution 20, 2010.

Resolution 20, Series 2009 allows for *"Funding for incentives for historic preservation or to preserve the character of historic Old Town Louisville shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to: Grants to fund the restoration or rehabilitation of existing resources."* The replacement window falls under the category of restoration. According to the Secretary of the Interior's Standards for Historic Properties, restoration "depicts a property at a particular period of time in its history, while removing evidence of other periods." Removing the replacement windows and installing a window and trim that match the window originally located there qualifies as restoration work. Grants under Resolution No. 20, Series 2009

do not expire and an applicant may request a grant at any time after a property is designated as a landmark. The applicants previously received a $12,666 grant under this Resolution in 2011.

Resolution 20, Series 2010 introduces grants of up to $5,000 for landmarked properties, available within one year of landmarking. The resolution also clarifies that "*Grants awarded pursuant to this Resolution do not preclude the award of other incentives from the Historic Preservation Fund*." The applicants previously received a $5,000 grant under Resolution 20, Series 2010.

The cost of the new window is $1,221.10. The applicant is requesting grants funds for the cost of the window under Resolution 20, Series 2009. Under this Resolution, there is no requirement for matching funds from the applicant.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION:
The Historic Preservation Commission reviewed the current grant request on November 18, 2019 and voted 5-0 to recommend approval of the $1,221.10 grant without conditions (see Attachment for minutes).

PUBLIC COMMENT:
Staff has not received any public comments regarding the grant request.

FISCAL IMPACT:
Approval of the grant request allows for a grant of up to $1,221.10 from the Historic Preservation Fund. The balance of the Historic Preservation fund as of 10/31/2019 was approximately $2,496,113. Budgeted expenditures from the HPF for 2019 are $549,270.

PROGRAM/SUB-PROGRAM IMPACT:
The application meets the Community Design program goals and sub-program objectives by providing incentives to preserve the historic character of Old Town and to encourage the promotion and preservation of Louisville's history and cultural heritage.

RECOMMENDATION:
The grant request meets the requirements specified under Resolution No. 20, Series 2009. Staff recommends approval of Resolution No. 51, Series 2019, approving a focused grant for $1,221.10 for the Ball House.

ATTACHMENT(S):
1. Resolution No. 51, Series 2019
2. Application Materials
3. November 18, 2019 Historic Preservation Commission Minutes

STRATEGIC PLAN IMPACT:

☐	Financial Stewardship & Asset Management	☐	Reliable Core Services
☐	Vibrant Economic Climate	☒	Quality Programs & Amenities
☒	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

RESOLUTION NO. 51
SERIES 2019

A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR THE BALL HOUSE LOCATED AT 1117 JEFFERSON AVENUE

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a preservation and restoration grant for the Ball House, a historic residential structure located at 1117 Jefferson Avenue, on property legally described as Lot 4-5, Block 12, Pleasant Hill, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public meeting on the Preservation and Restoration Grant application and has recommended the request be forwarded to the Louisville City Council with a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed Preservation and Restoration grant application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the City Council finds these proposed improvements will assist in the preservation and restoration of the Ball House, a local historic landmark;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

Section 1 The City Council hereby approves the Preservation and Restoration Grant Application for the Ball House, subject to the following:

1. Approved items are those in the proposed scope of work presented to the City Council totaling **$1,221.10**
2. There is approved a total grant amount of **$1,221.10**

PASSED AND ADOPTED this 17th day of December 2019.

_____
Ashley Stolzmann, Mayor

ATTEST

_____
Meredyth Muth, City Clerk

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

HISTORIC PRESERVATION APPLICATION

CASE NO. _____

PROPERTY INFORMATION

Address: 1117 Jefferson Ave.

Date of construction (if known): 1909

Legal Description: Lot _____ Blk _____

Subdivision _____

(attach separate sheet if necessary)

Landmarked Name and Resolution (if applicable): Ball House - Accepted

TYPE (S) OF APPLICATION

- ☐ Historic Structure Assessment
- ☐ Landmark
- ☒ Historic Preservation Fund Grant
- ☐ Historic Preservation Fund Loan
- ☐ Alteration Certificate - received, permit received
- ☐ Demolition Review
- ☐ Pre-filing Conference with Historic Preservation Commission

APPLICANT INFORMATION

Name: Owner

Company: _____

Address: _____

Telephone: _____

Email: _____

PROJECT INFORMATION

Summary: replace 2ND story window, front of house, replace with new window in keeping with original window, window to be replaced is not original, trim will match original trim (see photos)

OWNER INFORMATION *(if not applicant)*

Name: Bob Dressler

Company: _____

Address: 1117 Jefferson Ave.
Louisville, Co 80027

Telephone: 303-549-5483

Email: rfdressler1@msn.com

SIGNATURES & DATE

Applicant Name (please print): _____

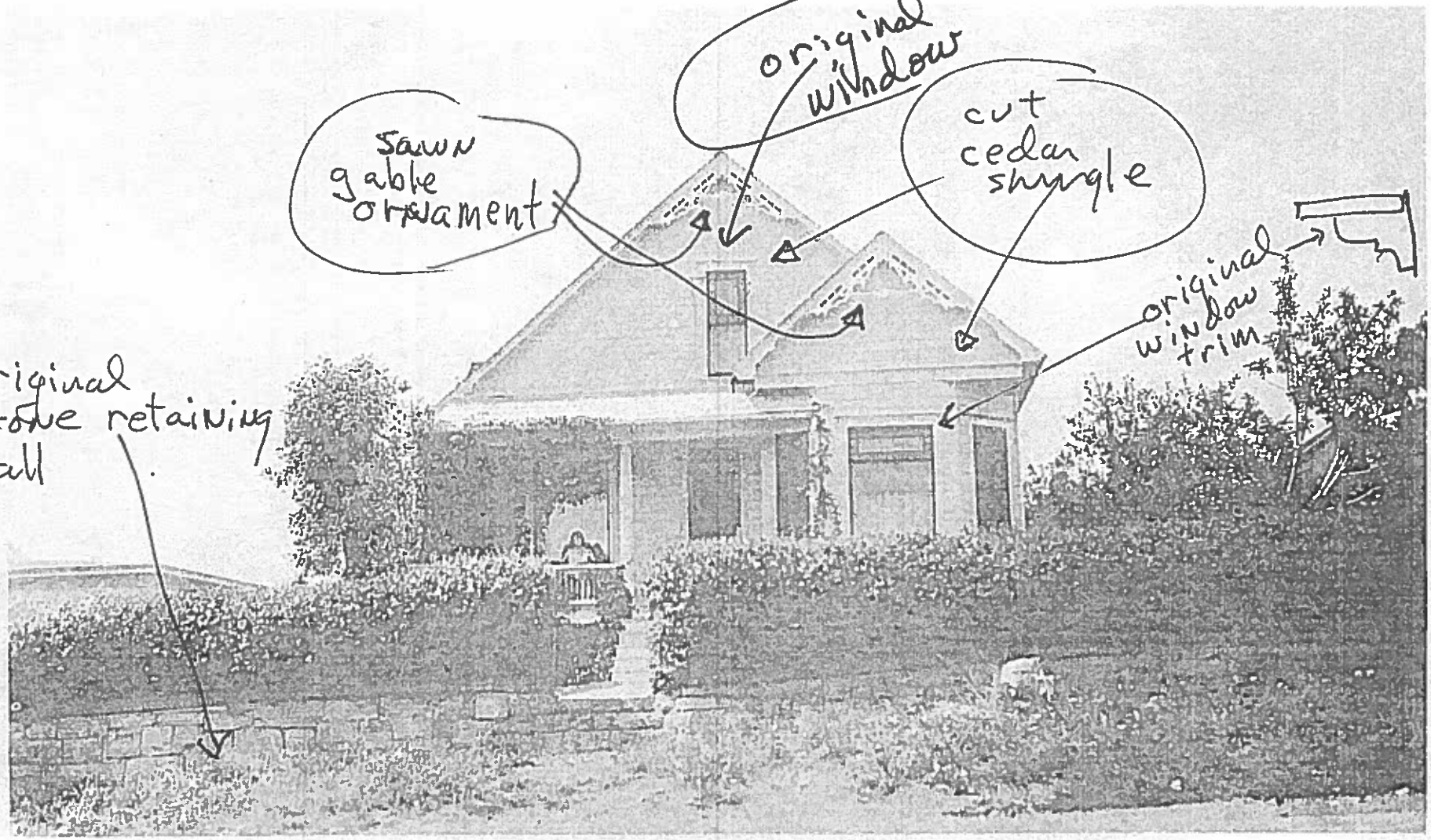
Applicant Signature: owner

Owner Name (please print): Robert F. Dressler

Owner Signature: RF Dressler

Rosann Messere
messere.rosann@gmail.com
303-549-4257

according to Bridget Bacon → pre-1932 1117 Jefferson

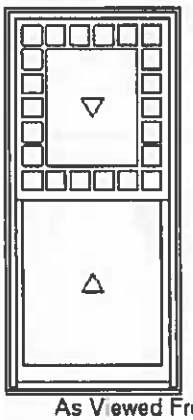


LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1 Qty: 1	Mark Unit: CLAD EXTERIOR	Net Price: Ext. Net Price:	 USD	1,124.04 1,124.04

MARVIN



As Viewed From The Exterior

Entered As: FS
FS 31 13/16" X 70 5/8"
Egress Information
Width: 28 7/32" Height: 30 1/4"
Net Clear Opening: 5.93 SqFt
Performance Information
U-Factor: 0.33
Solar Heat Gain Coefficient: 0.27
Visible Light Transmittance: 0.46
Condensation Resistance: 55
CPD Number: MAR-N-425-17179-00001
Performance Grade
Licensee #1127
AAMA/WDMA/CSA/101/ I.S.2/A440-08
LC-PG50 1149X2223 mm (45.3X87.5 in)
LC-PG50 DP +50/-50
FL17635

Sierra White Clad Exterior
Bare Pine Interior
Ultimate Double Hung G2
Frame Size 31 13/16" X 70 5/8"
Rough Opening 32 13/16" X 71 1/8"
Top Sash
Sierra White Clad Sash Exterior
Bare Pine Sash Interior
IG
Low E2
Capillary Tube
Stainless Perimeter and Spacer Bar
7/8" SDL - With Spacer Bar - Stainless
Victorian - Special Cut 6W7H
23 Rect Lites
Sierra White Clad Ext - Bare Pine Int
Ogee Interior Glazing Profile
Bottom Sash
Sierra White Clad Sash Exterior
Bare Pine Sash Interior
IG - 1 Lite
Low E2
Capillary Tube
Stainless Perimeter Bar
Ogee Interior Glazing Profile
Beige Interior Weather Strip Package
Beige Exterior Weather Strip Package
Bronze Sash Lock
Bronze Top Sash Strike Plate Assembly Color
Aluminum Screen
Sierra White Surround
Charcoal Fiberglass Mesh
***Screen/Combo Ship Loose
4 9/16" Jambs
Sierra White A246 Subsill
Nailing Fin
***Note: Capillary tubes will be added to ALL Low E glass types without Argon.
***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Project Subtotal Net Price: USD	1,124.04
8.635% Sales Tax: USD	97.06
Project Total Net Price: USD	1,221.10

City of Louisville
COLORADO • SINCE 1882

Historic Preservation Commission

Meeting Minutes

November 18th, 2019
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chair Haley called the meeting to order at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present:	Chair Lynda Haley Caleb Dickinson Hannah Parris Gary Dunlap Michael Ulm Andrea Klemme
Commission Members Absent:	None.
Staff Members Present:	Felicity Selvoski, Historic Preservation Planner Robert Zuccaro, Dir. Of Planning & Building Amelia Brackett Hogstad, Planning Clerk

DRAFT

APPROVAL OF AGENDA

Dickinson made a motion to approve the November 18, 2019 agenda. Klemme seconded. Agenda approved by voice vote.

APPROVAL OF MINUTES

Dunlap noted that the October minutes did not record the unusual character of the 816 Main Street application, with extraordinary circumstances, retroactive funding, and the new expense numbers for Council. He observed that the discussion on 816 Main may be incomplete in the minutes.

Zuccaro replied that the Main Street application had not requested extraordinary circumstances, and the retroactive funding was allowed under the current and prior funding program. He added that that amounts issue was related to covered expenses, not extraordinary circumstances.

Dickinson added that since the language was in the resolution, future commissions would not have an issue applying the same reasoning.

Dunlap made a motion to approve the October 21, 2019 minutes. Dickinson seconded. Agenda approved by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARNIG ITEMS

1000 Main Street: Demolition Review

Selvoski explained the demolition review evaluation process, which started with a commission subcommittee that had requested the review be sent to the full commission. She described the purpose of the demolition review:

1. Prevent loss of buildings that may have historic and architectural significance.
2. Provide the time necessary to initiate designation as an individual landmark or to consider alternatives for the building.

Selvoski highlighted the clipped gable roof and the porch. The social history of the home includes the Autrey, the Wilson, and the DelPizzo families. The DelPizzos helped to create a small Italian enclave in the area. They owned the property from 1926 to 2018. The structure was built in 1892 and is a wood frame structure typical of other structures in the city. There were several changes to the house, including stucco (adding before 1956,) partial window replacement and expansion, and an attic vent along the front façade. The footprint was the same. The structural integrity was unknown.

Staff recommends issuing a 90-day stay, expiring on January 1, 2020. That time would allow the applicant to potentially pursue a historic structure assessment.

Dickinson asked if there was anything else staff wanted to accomplish with the say other than the assessment.

Selvoski replied that staff had had conversations with the owners and she noted that this structure was not on the audit list of target structures for landmarking. Staff thought 90 days was long enough to conduct the HSA.

Ulm asked about the current zoning.

Selvoski replied that it was residential.

Dunlap noted that the stay might not allow enough time to conduct the assessment due to the holidays.

Selvoski responded that the applicant did not have to demolish the day the stay ended.

Patrick Smith, 9627 Bexley in Highlands Ranch, explained that his family was looking for a place to settle down. He and his wife had been jogging through Louisville and fell in love with the location, with its access to Main Street and the big trees on the property.

They did not love the house as much. The floor was slanted and there was structural damage that may be cost-prohibitive to repair the foundation. They were planning to keep the basic footprint. They planned to shift the house slightly back to give more space for the roots of a large tree to go. They were working with Andy Johnson to build a simple Victorian structure. Smith stated that he did not like the stucco and the possibility of asbestos that goes with stucco. He preferred the 90-day stay to the 180-day one, especially since the asbestos abatement teams were generally unavailable in the springtime. He stated that if his family was forced to keep the home, it would not be their preference. He asked about the historic structure assessment.

Selvoski replied that the assessment would be done by a professional and would create an assessment about the historic elements and materials of the house, and could also assess the state of the foundation and other structural elements.

Smith asked what the Commission wanted out of the town, since this structure was not indicative of any particular time period and could be seen in other places.

Haley replied that for preservation, they wanted to keep the original structure, but did not want anything to be a replacement of the old structure. She added that one of the options was to save the front of the structure and change the back. She noted that this was especially important for long-time residents of the neighborhood.

Dickinson added that losing small homes and replacing them with large homes had a negative impact, but that the Commission would not review the new construction for a non-landmarked home. Dickinson added that the City could not force homeowners to keep their homes, unless they were landmarked. The Commission also wanted to move away from punitive stays and move toward productive ‘stay’ time during to consider landmarking or to conduct a historic structure assessment. He noted that the location made the structure a tough one to lose, as it was on Main Street and was across the street from the Museum. Staff would want to work with the applicant to do it well, and Andy Johnson has also done a lot of work with staff and applicants on preservation.

Haley stated that the Commission would likely be fine with getting rid of the stucco. The assessment offered exploratory options. She offered her opinion that integrating the historic elements of the existing structure was more creative than building something new.

Smith asked how much the assessment cost the City.

Haley responded that the assessment grant was up to $4,000.

Smith stated that he did not want to waste the City’s money if he and his wife were set on tearing it down.

Haley replied that the assessment also offered the opportunity to document the structure for posterity, even if the applicants did tear it down.

Dickinson added that the assessment could identify some interesting historical elements that could be saved for the City. He asked that the applicant take care to see what came up in the demolition process, even if they did not assessment.

Smith replied that they were hoping to find things in the walls.

Klemme noted that Mr. Johnson was very familiar with the assessment process and the last assessment had come in at a number below the grant maximum.

Haley asked for public comment. Seeing none, she opened commissioner discussion.

Ulm asked if 90 days was enough to do everything the Commission had just mentioned.

Dunlap asked if they could add 30 days and if the HSA were completed beforehand they could lift the stay.

Ulm asked staff if 90 days was long enough.

Selvoski replied that applicants had gone through the assessment process very quickly, but that was probably not possible in all cases. 120 could give more breathing room.

Dickinson stated that if they released the demolition, the possibility of going through the process was probably decreased. He thought that if the applicant wanted to do the assessment, they could start it in December. The 90 days could get them to look into the process, which they could continue past January 1st if they wanted. He thought 90 days was plenty to look into the process for the applicant.

Klemme asked if the applicant would have to wait for another meeting to get the assessment going.

Selvoski responded that they could come to the December meeting and ask for it, and they would pause long enough to do it. If they didn’t want to do the assessment, they wouldn’t.

Haley asked if anyone had any issues with the 90-day stay.

Dickinson stated that a 0-day stay and a request to do the assessment would be the same timeline as the 90-day timeline if the applicants wanted to look into the process and the assessment.

Smith stated that the 120 was fine with them, they just wanted to get in before the abatement costs got more expensive. He thought the HSA sounded like a good idea, especially since it was good for the City.

Dunlap moved to approve with a 120-day stay. Klemme seconded. Motion passed unanimously by roll-call vote.

1117 Jefferson Avenue: Grant Request. (Resolution 10, Series 2019)

Selvoski explained that this grant request was being considered under Resolution No. 20, Series 2009. It was a request for a $1,221.10 grant. The grant would cover the change from the current two-window opening on the gable back to the historic double-hung single window. The alteration certificate had already been approved by subcommittee. Selvoski shared the language from the 2009 resolution:

> "Funding for incentives for historic preservation or to preserve the character of historic Old Town Louisville shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to: Grants to fund the restoration or rehabilitation of existing resources."

Selvoski noted that the replacement window fell under the category of restoration. She added that this grant was not matching, since it was coming in under the 2009 resolution, which did not require matching.

Staff recommends approval of Resolution 10, Series 2019 for a restoration grant in the amount of $1,221.10. Staff requests direction from the Commission if they want to continue to allow applications to come under the resolutions they landmarked under.

Haley asked what the max amount was for their grant under the old resolution.

Selvoski replied that there was no maximum.

Dunlap asked if there was a time limit.

Selvoski replied that there was no time limit in the 2009 grants and there was language in 2010 about adding to, but not taking away from, the previous resolutions.

Dickinson asked how many structures were landmarked prior to 2010.

Ulm noted that the Commission would have to approve any grants, which allowed them to have control.

Selvoski replied that there were 13 structures that were landmarked prior to 2010 or in 2010, several of which were City-owned buildings.

Dickinson stated that the City was exposing itself to a huge amount of money for structures that were under resolutions without maximums. He observed that it did not seem fair to change the rules on something that has been landmarked in the past and that informed the applicant's decision to landmark. He noted Commissioner Ulm's point that the Commission had the right to use the preservation tools and did not have to say yes to everything.

Haley noted that the fact that a lot of the pre-2010 structures were City buildings was good. She stated that the application was how the Commission wanted to use the funds.

Dunlap stated that it looked appropriate under the plan at the time.

Parris observed that it was not a large amount of money and that the request was appropriate. General agreement.

Ulm made a motion to approve Resolution 10, Series 2019 as written. Parris seconded. Motion passed unanimously by roll-call vote.

Haley asked for discussion about the staff's request.

Ulm stated that he did not think it was an issue, since the Commission had to approve all grants.

Dunlap asked if the Commission really had the right to deny the grant amounts.

Ulm replied that they were not trying to alter the resolution by reviewing the grant requests.

Dickinson asked staff if they needed more clarification.

Selvoski replied that staff had wanted to make sure they understood what to do in this situation, since this was the first time it had come up.

Haley stated that she felt comfortable leaving it as-is, reasoning that these early applicants were the first to landmark, a lot of them were City buildings, and the Commission still had control over the Fund.

917 La Farge Avenue: Probable Cause Hearing.
Selvoski presented the application, starting with the historic photos. The structure was built around 1891, had a one-story wood frame construction with a rectangular plan on a concrete foundation, and a hip-on-gable roof with a shed roof over the front porch. Changes included wrought-iron porch posts and railings in 1978, replacement of roofing, gutters, and trim in the same year; window openings enlarged after 1950; windows replaced after 2000; and an outbuilding connected to the main house in 2006. However, staff found that many of these changes were reversible and that the structure met the criteria for architectural significance.

She described the social history, starting with the first resident, Antonio Damiana. He was an Italian blacksmith who worked at local mines. The Porta family purchased it when the Damiana family left, in 1921, and owned it for 80 years. Staff finds that this property is significant for its association with Louisville's development as a coal-mining

community in the late 19th and early 20th centuries. Selvoski explained that the physical integrity remained intact.

Staff recommends approval to find probable cause and the approval of $4,0000 toward the cost of a Historic Structure Assessment.

Klemme asked why the front porch roof did not look the same today or if it was just the angle of the photo in the packet.

Selvoski replied that there were no changes to the roof noted in the building file. The house had received funding for urban renewal in 1978, so if there were any changes it would likely have been then, but there was no record of any such changes to the roof.

Parris noted that the other changes made it look like the roof had changed, as well.

Dickinson noted that probable cause was a low bar and that preservation did not need to save every building, but this house was an adorable and typical home on La Farge. He was happy that the applicant was here and noted that the Commission wanted the applicant to investigate.

Joanna Alidu, 917 La Farge Avenue, the applicant, noted that she had started the process of replacing the siding and reached out to Andy Johnson, who suggested she wait to remove the siding and talk to the Commission first.

Dickinson moved to find probable cause. Klemme seconded. Motion passed by roll call vote.

ITEMS FROM STAFF

Alteration/Demolition Updates

Selvoski stated that there had been no alteration certificates. There were two full demolitions that had been referred to the full commission and would come in December. Selvoski added a standing agenda item to request issues that the commissioners wanted to work through. She noted that the Saving Places Conference was coming up in late January and commissioners could attend.

Commissioner Ulm was the only commissioner who had not attended the conference and Commissioner Klemme suggested he go. Dunlap and Dickinson shared their experiences at the conference, which they thought was worthwhile.

Selvoski asked if any commissioners wanted to take on Commissioner Dickinson’s role writing for the monthly Downtown Dialogue blurb.

Dickinson noted that anything landmarked in the past three years was not on the pre-written list. He explained that the duties were to queue it up and send it off.

Dunlap volunteered to take over. He also asked about the zoning incentive review, listed as an item for a future agenda.

Selvoski replied that preservation best practices did not advise some of the current zoning allowances in the City.

Zuccaro added that there were also incentives for non-landmarked properties that preserved the first part of the house, which the Commission could also take a look at.

Upcoming Schedule
December
16th – Historic Preservation Commission, Council Chambers, 6:30 PM

January
13th – Historic Preservation Commission, Council Chambers, 6:30 PM
13th – Discussion on Preservation from state, time TBD
29th through February 1st – Saving Places Conference, Denver

February
17th – Historic Preservation Commission, Council Chambers, 6:30 PM

UPDATES FROM COMMISSION

Dickinson shared that this would be his last meeting since he was being sworn into City Council. He did not have any reservations in saying that he would be a strong advocate for historic preservation. He did not think there was a person on Council who was against preservation. He observed that it was exciting to figure out ways to spend the money that taxpayers wanted to Commission to spend. The Council could be conservative if they wanted to be, but the Commission should be advocates for spending the Fund and spending it well. He noted that filling his seat and Commissioner Thomas's seat were important. He thanked his fellow commissioners and said he would miss them.

DISCUSSION ITEMS FOR NEXT MEETINGS

Klemme suggested having a discussion about submitting the Downtown Overlay as a National Historic District.

Dickinson suggested making a top 10 list of desired properties for preservation. He thought there was some energy on the new council to acquire high-priority properties.

Adjourn:
Klemme moved to adjourn. Dunlap seconded. The meeting was adjourned at 7:44 PM.

SUBJECT: **RESOLUTION NO. 52 SERIES 2019 – A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A AS MILE HIGH FLOOD DISTRICT FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR BULLHEAD GULCH**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:
Staff recommends approval to amend an agreement with Urban Drainage and Flood Control District D/B/A Mile High Flood District (District) for the reallocation of funds on deposit with District for the delayed Steel Ranch BNSF Underpass project to other City drainage projects.

This revised agreement between the City and the District will secure $400,000 in funding from the District to complete the Bullhead Gulch drainage improvements or fund other drainage improvements currently planned in conjunction with the District.

This funding was previously budgeted towards the Steel Ranch BNSF Underpass. That project through various requirements of the railroad became cost prohibitive to construct and the project was cancelled by decision of the City Council.

Staff is working with the District to maintain funding and complete just drainage improvements in the Bullhead Gulch area or redirect funds to alternative priorities within the City's capital improvement program.

Staff will provide future decision points regarding this topic. However, the focus of this communication is to approve the amendment with the District to maintain funds dedicated to Louisville projects.

FISCAL IMPACT:
Approval of this amendment maintains $400,000 in funding from the District to be contributed towards City identified drainage projects.

PROGRAM/SUB-PROGRAM IMPACT:
Maintain our storm water system to protect Coal Creek specifically and the natural and built environment generally. Proactively reduce pollutants in the water by educating the public, sweeping the streets, maintaining an efficient & effective storm water system and leveraging intergovernmental partnerships. The project improves storm drainage function and leverages intergovernmental partnerships.

RECOMMENDATION:
Staff recommends City Council approve Resolution No. 52, Series 2019 authorizing the Mayor to sign the attached Agreement on behalf of the City.

ATTACHMENT(S):
1. Resolution
2. Agreement

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 52
SERIES 2019

A RESOLUTION APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR BULLHEAD GULCH

WHEREAS, on October 31, 2016, the City of Louisville ("City") and Urban Drainage and Flood Control District D/B/A Mile High Flood District ("District") entered into an agreement, designated Agreement No. 16-08.10, Project No. 106228 ("Original Agreement"), for improvements to Bullhead Gulch at the BNSF Railroad Crossing; and

WHEREAS, the Original Agreement sets forth the rights and obligations of the City and District with respect to the design, right-of-way acquisition and construction of drainage and flood control improvements for Bullhead Gulch at the BNSF Railroad Crossing ("Project"); and

WHEREAS, the Original Agreement provided for Project design costs not to exceed $186,500; and

WHEREAS, on August 21, 2017, the parties amended the Original Agreement to increase construction funding by $250,000, consisting of a contribution of $150,000 by the City and a contribution of $100,000 by the District, for a total Project amount of $436,500, to enable the completion of the final design and construction of the improvements; and

WHEREAS, on August 21, 2018, the parties amended the Original Agreement to increase construction funding by an additional $300,000, consisting of a contribution of $300,000 by the City, for a total Project amount of $736,500, to enable the completion of the final design and construction of the improvements; and

WHEREAS, the City and the District desire to amend the Original Agreement, as amended, to increase construction funding by an additional $400,000, consisting of a contribution of $400,000 by the District, for a total Project amount of $1,136,500, to enable the completion of the final design and construction of the improvements; and

WHEREAS, the City Council finds that the proposed amendment to the Original Agreement is in the best interests of the City and its citizens;

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

1. The City Council hereby approves the proposed Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Bullhead Gulch at BNSF Railroad Crossing City of Louisville ("Amendment"), in essentially the same form as the copy of such Amendment accompanying this Resolution.

2. The Mayor is authorized to execute the Amendment on behalf of the City, except that the Mayor is hereby further granted authority to negotiate and approve such revisions to said Amendment as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Amendment are not altered.

3. The Mayor, City Manager, Director of Public Works and City staff are hereby authorized to execute all documents and do all other things necessary on behalf of the City to perform the obligations of the City under the Original Agreement, as amended by the Amendment.

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
BULLHEAD GULCH AT BNSF RAILROAD CROSSING
CITY OF LOUISVILLE

Agreement No. 16-08.10C
Project No. 106228

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF LOUISVILLE (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Bullhead Gulch at BNSF Railroad Crossing City of Louisville" (Agreement No. 16-08.10), as amended, dated October 31, 2016; and

WHEREAS, PARTIES now desire to construct improvements along PROJECT; and

WHEREAS, PARTIES desire to increase the level of funding by $400,000 and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

   4. PROJECT COSTS AND ALLOCATION OF COSTS

      A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

         1. Final design services;
         2. Delineation, description and acquisition of required rights-of-way/ easements;
         3. Construction of improvements;
         4. Contingencies mutually agreeable to PARTIES.

      B. It is understood that PROJECT costs as defined above are not to exceed $1,136,500 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AS AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$186,500	$186,500
2.	Right-of-way	-0-	-0-
3.	Construction	$950,000	$550,000
4.	Contingency	-0-	-0-
	Grand Total	$1,136,500	$736,500

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	43.99%	$100,000	$400,000-	$500,000
CITY	56.01%	$636,500	$ - 0-	$636,500
TOTAL	100.00%	$736,500	$400,000	$1,136,500

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (CITY - $636,500; DISTRICT - $500,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at CITY

request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 16-08.10 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

_____
Checked By

Title Executive Director

Date_____

CITY OF LOUISVILLE

By_____

:

Name_____

Title_____

Date_____

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5G

SUBJECT: **APPROVAL OF RESOLUTION NO. 53, SERIES 2019 – A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT-SERVICE LEVEL AND FUNDING AGREEMENT FOR USER LAW ENFORCEMENT AGENCIES**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
This amendment will clarify that the Boulder County Sheriff Communications Center (BCCC) will be the "Custodian of Record" regarding any audio recording of radio or telephone conversations recorded by the BCCC. The BCCC will notify the City of Louisville any time there is a public request for a record concerning the City of Louisville, and provide a copy of the request.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve Amendment to Agreement

ATTACHMENT(S):
1. Resolution
2. Amendment

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 53
SERIES 2019

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TO INTERGOVERNMENTAL AGREEMENT - SERVICE LEVEL AND FUNDING AGREEMENT FOR USER LAW ENFORCEMENT AGENCIES

WHEREAS, there has been proposed a First Amendment to the Intergovernmental Agreement - Service Level Funding Agreement for User Law Enforcement Agencies between the City and Boulder County ("First Amendment"); and

WHEREAS, the City Council by this Resolution desires to approve the First Amendment.

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

Section 1. That certain First Amendment to the Intergovernmental Agreement - Service Level Funding Agreement for User Law Enforcement Agencies between the City and Boulder County ("First Amendment"), a copy of which First Amendment accompanies this Resolution, is hereby approved.

Section 2. The Mayor is authorized to execute the First Amendment, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said First Amendment as he determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the First Amendment are not altered.

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
SERVICE LEVEL AND FUNDING AGREEMENT FOR USER LAW ENFORCEMENT AGENCIES
BOULDER COUNTY SHERIFF'S COMMUNICATION CENTER

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2019, by and between the CITY OF LOUISVILLE (the "Agency") and the COUNTY OF BOULDER (the "County") on behalf of the Boulder County Sheriff's Communication Center ("BCCC"), referred to jointly hereinafter as the "Parties."

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement – Service Level Funding Agreement for User Law Enforcement Agencies dated _____ ____, 20____ ("Agreement") pursuant to which BCC agreed to provide police dispatching services to the City; and

WHEREAS, the Parties desire to amend the Agreement to clarify roles and responsibilities with respect to public records requests.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Paragraph 12 of the Agreement is amended to read as follows:

   12. BCCC will be considered the "Custodian of Record" regarding any audio recording of radio or telephone conversations recorded by BCCC. BCCC will notify the Agency in writing any time there is a public request for a record concerning AGENCY, and provide the Agency with a copy of the request. The Agency agrees that it will review and either approve the record for release by BCCC or request their own copy for disclosure within a reasonable time to comply with the CCJRA. If the Agency approves of the release of the record after review, the Agency will notify BCCC that the record may be released directly from BCCC. BCCC will provide a copy of the disclosed record including a copy of the original record and a copy containing redactions if made to the Agency. If the Agency requests a copy of the record to produce to any member of the public who makes a request for the purposes of disclosure to that requestor, the Agency will become the Custodian of Record for that record for purposes of compliance with the CCJRA from the date of provision of the record from BCCC to the Agency. In these instances, BCCC will provide a non-redacted copy of the record.

2. Except as amended by this First Amendment, all of the terms and conditions of the Agreement, as amended, shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, all of which when taken together shall constitute this instrument, notwithstanding that all parties have not signed the same counterpart.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY, COLORADO

By:_____

ATTEST:

_____
Clerk to the Board

BOULDER COUNTY SHERIFF'S OFFICE

By: _____
Joseph K. Pelle, Sheriff

Date: _____

CITY OF LOUISVILLE, COLORADO

_____,
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

10/28/2019 [mac] Louisville/Agreement/First Amendment BCCC IGA

SUBJECT: **APPROVAL OF RESOLUTION NO. 54, SERIES 2019 – A RESOLUTION APPROVING A MASTER AGREEMENT AND SERVICE ORDER WITH MARKLEY DESIGNS**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **DAVID HAYES, CHIEF OF POLICE**
JORGE CALDERON, PUBLIC WORKS

SUMMARY:
As part of the 2019-2020 CIP Process, Council approved the design and construction of men's/women's restrooms, additional lockers, men's/women's sleep rooms, a laundry room, conference room for city-wide use, a lactation room, and electrical upgrades to the Police and Courts Building at an estimated cost of $307,500.

The basement in the Police/Courts building is only partially finished with a training classroom. There are currently no restroom facilities in the basement.

Staff advertised the design and construction documents portion of the subject project on August 21st and 28th, 2019 and received the following bids:

- F and D International - $44,956
- GSG Architecture - $55,885
- Intergroup Architects - $48,100
- Kieding - $24,800
- **Markley Designs - $23,760**

Staff recommends approval of a contract with Markley Designs for the preparation of the design and construction documents for the basement remodel of the Police and Courts building, per their low bid of $23,760. Each of the listed firms were also interviewed by Police and Public Works staff, and were rated in a number of categories including their receptiveness to ideas and input from city staff. In addition to having the lowest bid, Markley Designs scored high on their willingness to listen to ideas and input on the project.

The City Attorney's Office has reviewed the master agreement and service order. Next steps will include a competitive bid process for the actual construction. A contract for construction services will be considered at a future City Council meeting.

SCHEDULE:
Contractor to begin work on architectural design/construction documents on January 1, 2020 with a substantial completion date (design of basement remodel and completion of construction documents) expected by April 30, 2020.

PROGRAM/SUB-PROGRAM IMPACT:
These improvements will allow the Police Department to provide proactive services to the community during a disaster, by having a central point of operations to manage an incident, to help ensure community safety, and to fulfill the expectations of the residents. Project will assist us in meeting the objectives of the Public Safety and Justice Programs to work with the community to help ensure safety.

In addition, this work will assist us with our sub-program to “Maintain community safety and a low crime rate through community engagement, effective patrol, and efficient response times.”

FISCAL IMPACT:
$23,760

RECOMMENDATION:
Approve Resolution.

ATTACHMENT(S):
1. Resolution No. 54, Series 2019
2. Master Agreement
3. Service Order
4. Markley Proposal

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 54
SERIES 2019

A RESOLUTION APPROVING A MASTER AGREEMENT AND SERVICE ORDER WITH MARKLEY DESIGNS

WHEREAS, the City desires to engage the services of Markley Designs, LLC to perform design work for the basement remodel at the Louisville Police Department and Courts building; and

WHEREAS, a Master Agreement and Service Order have been proposed between the City and Markley Designs for such work; and

WHEREAS, the City Council finds that the proposed agreement is in the best interests of the City and its citizens;

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

Section 1. The Master Agreement and Service Order between the City of Louisville and Markley Designs, LLC ("Agreement") are hereby approved in substantially the same form of such Agreement that accompanies this Resolution.

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

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

AIA® Document B121™ – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Louisville
749 Main Street
Louisville, Colorado 80027

and the Architect:
(Name, legal status, address, and other information)

Markley Designs
1019 39th Avenue
Greeley, Colorado 80634

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

Init.
/
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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

David Hayes, Chief of Police

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

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User Notes:

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Mark Markley, Architect
Amanda Fox, Project Manager
1019 39th Ave, Suite L
Greeley, CO 80634

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order. Should any of the Architect's representatives be replaced, and such replacement require the Owner or Architect to undertake additional reevaluations, coordination, orientations, etc., the Architect shall be fully responsible for all such additional costs and services.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement.
(Paragraph deleted)

.1 General Liability

Minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate.

.2 Automobile Liability

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 Architect'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 Architect has no owned automobiles, the

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requirements of this paragraph shall be met by each employee of the Architect providing services to the Owner under this Agreement

.3 Workers' Compensation

Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance.

.4 Professional Liability

Minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

§ 3.4 The Architect's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City of Louisville, and its elected and appointed officers and employees, as additional insureds, unless the Owner in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Architect. Such policies shall contain a severability of interests provision. The Architect shall be solely responsible for any deductible losses under each of the policies required above.

§ 3.5 Certificates of insurance shall be provided by the Architect 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 Owner. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Owner. The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

§ 3.6 Failure on the part of the Architect to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner 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 Owner shall be repaid by Architect to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to Architect from the Owner.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

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applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals; or

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols

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established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

(Paragraphs deleted)

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 7.3 of this Master Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

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ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred prior to termination, and all actual costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 8.7
(Paragraphs deleted)
Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

(Paragraph deleted)

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices and subject to Owner's prior written approval..
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit 12.3 (b)

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Employee or Category	Rate ($0.00)

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit 12.3 (b)

§ 9.4 Compensation for Reimbursable Expenses
§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:
(Paragraphs deleted)

.1 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs deleted)
.2 Additional renderings, physical models, mock-ups, professional photography, and presentation materials requested by the
(Paragraphs deleted)
Owner;

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (0 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect
§ 9.5.1 Progress Payments
§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below unless the delay in payment resulted from unsatisfactory work or documentation therefor..
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement

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without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. When requested by Architect, the Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law, including but not limited to the Colorado Open Records Act, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

§ 11.1 To the fullest extent permitted by law, the Architect agrees to indemnify and hold harmless the Owner, 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 Architect or any subcontractor of

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the Architect, or any officer, employee, or agent of the Architect or any subcontractor, or any other person for whom Architect is responsible. The Architect shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Architect shall further bear all other costs and expenses incurred by the Owner or Architect 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 Architect. Notwithstanding the foregoing, Architect's duty to defend, indemnify and hold harmless the Owner, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Architect and the Owner, of the Architect's liability or fault. The Owner shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section. The Architect'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 Owner.

§ 11.2 It is the expressed intent of the parties that the Architect is an independent contractor and not the agent, employee or servant of the Owner, and that:

§ 11.2.1 Architect 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 Owner.

§ 11.2.2 Architect is not entitled to worker's compensation benefits except as may be provided by the Architect nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Architect or some entity other than the Owner.

§ 11.2.3 Architect does not have the authority to act for the Owner, or to bind the Owner in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Owner.

§ 11.2.4 Architect has and retains control of and supervision over the performance of Architect's obligations hereunder and control over any persons employed by Architect for performing the Services hereunder.

§ 11.2.5 The Owner will not provide training or instruction to Architect or any of its employees regarding the performance of the Services hereunder.

§ 11.2.6 Neither the Architect nor any of its officers or employees will receive benefits of any type from the Owner.

§ 11.2.7 Architect 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 Owner.

§ 11.2.8 All Services are to be performed solely at the risk of Architect and Architect shall take all precautions necessary for the proper and sole performance thereof.

§ 11.2.9 Architect will not combine its business operations in any way with the Owner's business operations and each party shall maintain their operations as separate and distinct.

§ 11.3 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 Owner within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Owner 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.

§ 11.4 Architect shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Owner; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

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§ 11.5 Architect acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the Owner which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the Owner, and that Owner officers and employees similarly shall not receive such gifts. Architect agrees to abide by the gift restrictions of the City's Code of Ethics.

§ 11.6 Architect shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Architect shall not enter into a contract with a subcontractor that fails to certify to the Architect that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Architect 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. Architect 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 Architect obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Architect shall:

a. Notify the subcontractor and the Owner within three days that the Architect 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 Architect 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.

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

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

.1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

.2

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

a) RFP response from Markley Designs LLC
b) Revised Design Outline and Fees

.4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

N/A

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This Master Agreement entered into as of the day and year first written above.

CITY OF LOUISVILLE, OWNER *(Signature)*

By: Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

NARKLEY DESIGNS, ARCHITECT *(Signature)*

(Printed name, title, and license number, if required)

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Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Louisville
749 Main Street
Louisville, Colorado 80027

and the Architect:
(Name, legal status, address, and other information)

Markley Designs LLC
1019 39th Avenue
Greeley, Colorado 80634

for the following **PROJECT:**
(Name, location, and detailed description)

Design of Basement Finish for Louisville Police Department

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the day of in the year
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SERVICES UNDER THIS SERVICE ORDER

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION

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6 PARTY REPRESENTATIVES

7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Design of Basement Finish-City of Louisville Police and Courts Building located at 992 West Via Appia Louisville CO 80027 as more fully described in the Request for Bid dated _____ ___, 2019

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Architectural Design Services; Mechanical, Electrical, Plumbing Design Services; and Structural Services all as further descried in the attached RFP Response from Markley Designs and attached Revised Design Outline and Fee

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

None

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of architectural design services and Substantial Completion of the Work are set forth below:

.1 Commencement of Architectural Design Services date:

January 1, 2020

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.2 Substantial Completion date:

April 30, 2020

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$23,760

.2 Percentage Basis
(Insert percentage value)

N/A ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

N/A

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

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ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Chief David Hayes
Louisville Police Department
749 Main Street
Louisville, Colorado 80027

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Mark Markley, Architect
Amanda Fox, Project Manager
1019 39th Ave, Suite L
Greeley, CO 80634

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

a) RFP response from Markley Designs LLC
b) Revised Design Outline and Fees

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

N/A

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Thank you again for your consideration for the Louisville Police Department basement remodel. We are excited to begin the design process collaborating with you to produce an exceptional design. It is our goal that the space becomes one that meets your needs today and in the future years to come.

Following are the revised design outline and fees to reflect additions to the Scope of Work detailed in the original Request for Proposal.

TYPICAL PROJECT DESIGN OUTLINE

Description of Deliverables by Phase

A. Architectural- Layout Programming and Schematic Design
   1. Review Client's design requirements and communicate with client to determine detailed needs to generate a preliminary layout
   2. Once preliminary design is determined, presentation quality renderings will be provided to further illustrate the intended spatial improvements

B. Design Development - 50% Construction Documents
   1. Architectural drawings demonstrating intended spatial room layouts and type of construction
   2. Deliverables
      a. Initial Design: Room layout
      b. Code Analysis
      c. Schematic Details as necessary
      d. Drawings showing locations for the following:
   3. Major Mechanical and Electrical Equipment within the building envelope

C. 75% Construction Drawings
   1. Drawings that represent the scope of work, type of construction and details
      a. Dimensioned Floor Plans
      b. Finish Schedules
      c. Preliminary Mechanical, Electrical and Structural Design
      d. Wall Types
      e. Reflected Ceiling Plan

D. 90% Construction Documents
   1. When authorized by the Contracting Party, the design team shall prepare, from the Previous Phase Documents approved by the Owner and confirmed by the Contracting Party, Drawings and Specifications setting forth in detail the requirements for the construction of This Part of the Project, all of which are to be approved by the Owner and Contracting Party.
   2. Deliverables:
      a. Legend and General Notes Drawing
      b. Door, Window, Hardware and Schedules as necessary
      c. Construction Detail Sheet
      d. Pre-final (Not for construction) Drawings and Specifications (on drawings)

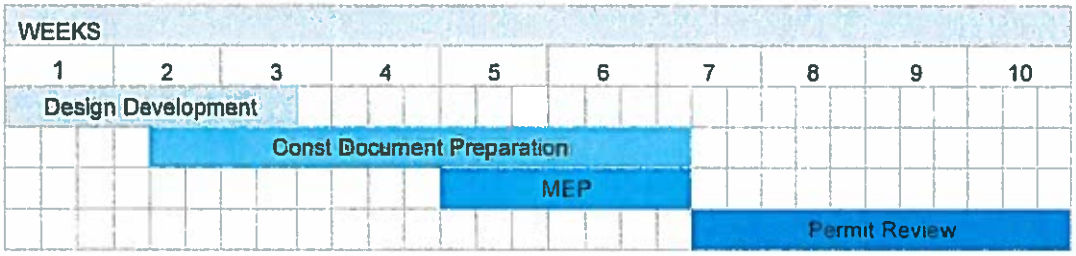
E. 100% Construction Documents
   1. Deliverables: The design team shall prepare the Drawings and Specifications in PDF format. Copies of data and drawing files shall be subject to compliance with our License and Release Agreement.

2. The design team shall assist the Contracting Party as necessary in connection with the Owner's responsibility for filing the documents concerning This Part of the Project required for the approval of governmental authorities having jurisdiction over the Project.

F. Construction Administration
1. Work with the owner to customize our services to most effectively match the project's requirements and the Owner's needs. This allows us to tailor our services and adjust our fees to provide only those services that are necessary to supplement the Owner's staff for the project.
2. Provide advice and consultation with respect to design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, scheduling and construction.
3. Selection, negotiation with, and oversight of a designer and general contractor.
4. Ensure the preparation of time schedules which serve as control standards for monitoring performance of the building project and assisting in project evaluation.

DESIGN DURATION

Design Duration Estimated # of Weeks: 6-8 weeks not including permit review as detailed in the chart below.



WAGE RATES

Architect	$135/hr
Draftsman II	$95/hr
Draftsman I	$85/hr

After clarifying the scope of work beyond the original Request for Proposal, we estimate approximately 10 meetings may be needed for the Architectural through Permit Construction Documents phases as listed in Sections A-E in the outline. These requests can be accommodated with an additional amount of $2,000

All anticipated fees for mechanical, electrical, plumbing and structural design are included in our original proposal and no change is proposed at this time for those amounts. We do not anticipate any civil design requirements as any minor equipment addition or relocation can be diagrammed in a site plan developed by the Architect included with these fees. Our revised fee proposal is as follows:

FEE PROPOSAL

Architectural Design Services	$12,000
Mechanical, Electrical, Plumbing Design Services	$10,560
Structural Services	$1,200
TOTAL DESIGN FEES – not to exceed	$23,760
Construction Administration	$3,000
TOTAL FEES – not to exceed	$26,760

Other costs including travel expenses, etc. are included in this base fee proposal amount. Reimbursable expenses such as prints provided to the Louisville Police Department will be invoiced separately at actual cost.

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5I

SUBJECT: **APPROVAL OF RESOLUTION NO. 55, SERIES 2019 – A RESOLUTION AMENDING THE MEMBERSHIP OF THE LOUISVILLE HISTORICAL COMMISSION**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
The City Council has determined it is in the City's best interest to reduce the size of the Historical Commission to seven (7) members from the existing ten (10) members. Reducing the size makes it easier to fill vacant seats on the Commission and allows for better function.

PROGRAM/SUB-PROGRAM IMPACT:
The objective of the Governance and Administration sub-program is to have governance based on a thorough understanding of the community's diverse interests. The boards and commissions help the Council understand and address those interests.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve resolution reducing the size of the membership of the Historical Commission.

ATTACHMENT(S):
1. Resolution No. 55, Series 2019

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 55
SERIES 2019

A RESOLUTION AMENDING THE MEMBERSHIP OF THE LOUISVILLE HISTORICAL COMMISSION

WHEREAS, the Louisville Historical Commission was created in 1979 to protect the historical assets of Louisville; and

WHEREAS, for the past forty years Commission members have diligently worked to first open and then to maintain the Louisville Historical Museum; and

WHEREAS, the City Council has determined it is in the best interest of the City to maintain the Commission at seven members as of January 1, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO that the Louisville Historical Commission will hereby consist of seven members.

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVAL OF RESOLUTION NO. 56, SERIES 2010 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR BUS STOP FUNDING**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **LISA RITCHIE, SENIOR PLANNER**
MEGAN DAVIS, DEPUTY CITY MANAGER

SUMMARY:
The 2019-20 biennial budget CIP includes $157,000 for bus stop improvements at local RTD stops within the City of Louisville. The project would include $127,000 of City funds and a $30,000 contribution from Boulder County. This is a $5,000 increase in funding over what was initially anticipated from Boulder County.

The Boulder County funding contribution comes from the proceeds of the 0.10% countywide sales tax approved by the voters of Boulder County on November 4, 2007, which includes bus stop enhancements as an eligible investment in order to increase alternative modes of transportation. This Intergovernmental Agreement (IGA) between the City of Louisville and Boulder County provides financial support for the City to construct enhanced bus stops for use by the public on property owned by the City.

The responsibilities outlined in the agreement include:

- The City will manage the design and construction of a minimum of six bus stops (three locations with a pair of stops at each location). The potential locations for the stops, which will be reviewed further for site selection, are in Exhibit A of the IGA.
- The City, or City's designated contractor, will be responsible for the construction of the concrete pad and the purchase and installation all hardware and fixtures on the concrete pad
- Fixtures may include shelters, benches, bike racks, trash cans, and/or signage.
- Following the construction of the Bus Stop Improvements, the City agrees to own them and perform maintenance activities to keep them in good repair, including trash removal, sweeping, power washing, and removal of abandoned bikes and graffiti, as required.
- The County agrees it does not have or claim any ownership interest or estate in the Bus Stop Improvements or the underlying real property.

The City of Louisville Public Works Department is currently working on designs for the bus stops, and the installation will be part of the 2020 concrete bid. The final location and number of bus stops will be determined once we have cost estimates through the

concrete bid. The stops may include any, but likely not all, of the stops included in Exhibit A of the IGA.

FISCAL IMPACT:
The City has budgeted $157,000 for this project, which includes $30,000 of Boulder County funding.

PROGRAM/SUB-PROGRAM IMPACT:
The project supports the City's Transportation goal to maintain a safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.

RECOMMENDATION:
Staff recommends approve of the resolution and the IGA for Boulder County funds.

ATTACHMENT(S):
1. Resolution No. 56, Series 2019
2. Intergovernmental Agreement with Boulder County for Louisville bus stop improvements and Exhibit A

STRATEGIC PLAN IMPACT:

☒	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 56
SERIES 2019

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR BUS STOP FUNDING

WHEREAS, there has been proposed an intergovernmental agreement under which Boulder County would provide financial support for the City's design and construction of enhanced bus stops for use by the public on property owned by the City; and

WHEREAS, the City Council finds that the proposed intergovernmental agreement is in the best interests of the City and its citizens;

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

Section 1. The Intergovernmental Agreement between the City of Louisville and the County of Boulder ("Agreement") for bus stop funding is hereby approved in substantially the same form of such Agreement that accompanies this Resolution.

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

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

PROCUREMENT CONTRACT COVER SHEET

Required if you do not have a SUMMARY at the top of your document

Contract Details	
Document Type	New Contract
OFS Number-Version	**200516-1**
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Transportation
Division/Program	MultiModal
Mailing Address	2525 13th Street, STE 203, Boulder, CO 80306
Contract Contact	Jeff Maxwell, Director
Invoice Contact	tdinvoices@bouldercounty.org
Contractor Contact Information	
Contractor Name	City of Louisville
Contractor Mailing Address	749 Main Street, Louisville, CO 80027
Contact 1- *Name, title*	Rob Zucarro, Planning and Building Safety Director
Contact 1- *email*	rzuccaro@louisville.gov
Contact 2	
Contract Term	
Start Date	11/1/2019
Expiration Date	n/a
Final End Date	n/a
Contract Amount	
Contract Amount	$30,000
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
Louisville Bus Stop Funding	
COUNTY INTERNAL USE ONLY	
Purchasing Details	
Bid Number	n/a
Award Date	n/a
If no Bid No., bid process used	IGA or IDA
Purchasing Notes *(optional)*	
File Net Contract Details *- Details should precisely match search variables in File Net (Only required for Amendments where Contract is stored in File Net)*	
Supplier Name	n/a
Start Date	
End Date	
Amount	
Contract Notes *Additional information not included above*	

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INTERGOVERNMENTAL AGREEMENT

Louisville Bus Stop Funding

This Intergovernmental Agreement ("Agreement") by and between the **City of Louisville**, a Colorado home rule municipal corporation (the "City") and the **County of Boulder**, a body politic and corporate of the State of Colorado (the "County") (collectively the "Parties"), is made to be effective on the ____ day of _____, 2019 ("Effective Date").

RECITALS

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties that perform them hereunder, as authorized by §§ 29-20-101 *et seq.*; §§ 30-28-101 *et seq.*; §§ 31-23-201 - 309; C.R.S., as amended; and

WHEREAS, §§ 29-1-201, *et seq.*, C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18 (2); and

WHEREAS, the Parties have each followed the procedure required to enter into this Agreement; and

WHEREAS, included in the authorized uses of the proceeds of the 0.10% countywide sales tax approved by the voters of Boulder County on November 4, 2007 ("Sales Tax") are bus stop enhancements to increase alternative modes of transportation; and

WHEREAS, the Parties desire to construct enhanced bus stops for the use by the public on property owned by the City.

AGREEMENT

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

A. <u>PROJECT SCOPE, DESCRIPTION AND RESPONSIBILITIES.</u>

1. The City will manage the design and construction of a minimum of six bus stops (three locations with a pair of stops at each location). The expected locations of the six stops and backup locations are shown on <u>Exhibit A</u>, attached hereto and incorporated herein.

2. The City, or City's designated contractor, will be responsible for the construction of the concrete pad and the purchase and installation all hardware and fixtures on the concrete pad ("Bus Stop Improvements"). Fixtures may include shelters, benches, bike racks, trash cans, and/or signage.

3. The County will contribute a total of $30,000 from the Sales Tax (the "Payment") to the City for the design and construction of the Bus Stop Improvements. The County

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shall make the Payment to the City by warrant within thirty (30) days after the Effective Date.

4. The County agrees it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Bus Stop Improvements or the underlying real property, by virtue of this Agreement or the Payment.

5. Following the construction of the Bus Stop Improvements, the City agrees to own them and perform maintenance activities to keep them in good repair, including trash removal, sweeping, power washing, and removal of abandoned bikes and graffiti, as required.

6. The City agrees to ensure the structural integrity of the concrete foundation, for reasons including, but not limited to, manufacturing or construction defects, or damage from outside forces.

B. ENTIRE AGREEMENT; AMENDMENTS.
This Agreement contains the entire agreement between the Parties. It may be amended only by written agreement approved by both Parties.

C. SEVERABILITY.
In the event that any provision of the Agreement is held to be violative of the City, state, or federal laws and thereby rendered unenforceable, the City, in its sole discretion, may determine whether the remaining provisions will or will not remain in force. If the City determines that the Agreement shall not remain in force, any unexpended portion of the Payment shall be returned to the County.

D. NO JOINT VENTURE OR PARTNERSHIP.
Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the County with respect to construction of the Bus Stop Improvements, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any Party hereto to act as an agent of the other Party hereto for any purpose whatsoever.

E. NO THIRD-PARTY BENEFICIARIES.
Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the County and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the City and the County and not for the benefit of any other party.

F. ENFORCEMENT.
The Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory, and/or injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

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G. GOVERNING LAW AND VENUE.
The laws of the State of Colorado shall govern this Agreement and venue shall lie in the courts of the County of Boulder, and in no other court.

H. PARTY REPRESENTATIVES; NOTICE.
Notices made under the terms of this Agreement shall be sent to the Parties' representatives listed below. Any required notices or referrals shall be in writing and shall be hand delivered or sent by United States mail, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below.

ENTITY:	REPRESENTATIVE:
County of Boulder	Multimodal Division Manager Boulder County Transportation Department P.O. Box 471 Boulder, CO 80306
City of Louisville	Rob Zucarro Planning & Building Safety Director City of Louisville 749 Main Street Louisville, CO 80027 rzuccaro@louisvilleco.gov 303-335-4590

Name or address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

I. HEADINGS.
The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

J. TERM OF AGREEMENT.
The term of this Agreement shall be 20 years from the date the first set forth above, unless terminated earlier in accordance with this Agreement. The City may terminate this Agreement upon notice to the County of its decision not to construct the Bus Stop Improvements. If the City exercises its right to terminate the Agreement pursuant to this paragraph J, if the Payment has already been made to the City, the City shall refund to the County the Payment within seven (7) days of termination, which obligation of the City shall survive termination.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement, to be effective on the date provided above.

CITY OF LOUISVILLE

By:_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

THE COUNTY OF BOULDER, a body corporate and politic

[SEAL]

By:_____ Elise Jones _____
Elise Jones, Chair
Board of County Commissioners

ATTEST:

Cecilia Lacey
_____
Clerk to the Board
Date: 12/03/2019

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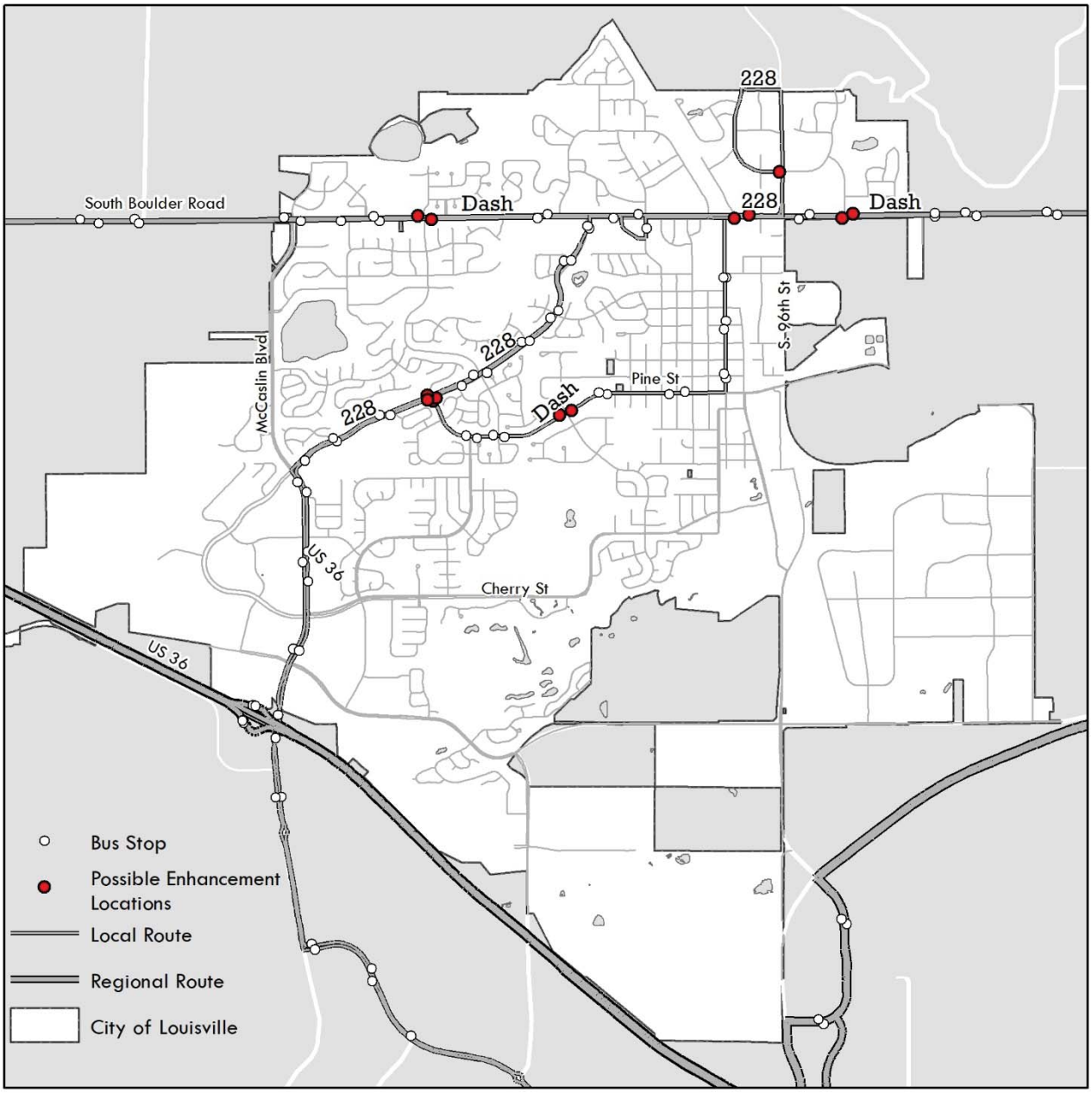
Exhibit A



SUBJECT: **AWARD CONTRACT TO AXE ROOFING FOR WATER TREATMENT PLANT HAIL DAMAGE CORRECTIVE WORK**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**
JORGE CALDERON, FACILITIES MANAGER

SUMMARY:
Staff recommends awarding a contract to AXE Roofing in the amount of $53,624.73 along with a contingency of $2,700.00 (5%) to finish hail related roofing repairs at the Water Treatment Plants.

This work was originally awarded to Top That Roofing who has defaulted on their contract with the City. The Axe Roofing contract will perform corrective work and work that was not completed by Top That Roofing.

Staff solicited two contractors that were low bid, are under contract, and in good standing with the City of Louisville on other City hail repair packages. This request for proposal scope of work includes all pending work in the Water Treatment Plants' facilities damaged by hail. The following is a brief scope of work:

BP#2 - REMEDIATION SCOPE OF WORK	
NORTH WATER TREATMENT PLANT	
6 - North Water Main	
Work Description	QTY
Right Elevation	
R&R Gutter / Down Spout – box 6" (2)	20 LF
Roof Collateral	
R&R Rian Cap 4" to 5"	1.00 EA
R&R Rian Cap 6"	1.00 EA
R&R Rian Cap 8"	1.00 EA
7 - North Water Pre-Treatment	
Work Description	QTY
R&R Skylight – Double dome fixed, 9.1 – 12.6 sf	6.00 EA

R&R Skylight – Double dome fixed, 12.6 – 15.5 sf	1.00 EA
8 - North Water Electric	
Work Description	QTY
Exterior Elevation Collateral	
R&R Gutter / downspout – box- galvanized – 6”	11.00 LF
SOUTH WATER TREATMENT PLANT	
22 - South Water Main	
Work Description	QTY
R&R Skylight – Double dome fixed, 9.1 – 12.5 sf	11.00 EA
R&R rain cap – 8”	3.00 EA
R&R Roof Hatch with integrated skylight	1.00 EA
23 - South Water Pre-treatment	
Work Description	QTY
R&R Skylight – Double dome fixed, 9.1 – 12.6 sf	23.00 EA
R&R Skylight – Double dome fixed, 12.6 – 15.5 sf	1.00 EA
R&R Exhaust Cap – thought flat roof	2.00 EA
R&R Roof Hatch with integrated skylight	1.00 EA
WASTE WATER TREATMENT PLANT	
55 - Wastewater Administration	
Description	QTY
R&R Furnace vent – Rain cap only, 8”	1.00 EA
R&R gutter / downspout	28.08 LF
59 – Wastewater Reuse	
Description	QTY
Roof Collateral	
R&R Cap Flashing – steel	
Fascia – metal – 10”	

R&R gutter / downspout – aluminum – up to 5” gutters	28.08 LF
62 - Wastewater Dewatering Building	
Description	QTY
Roof Collateral	
R&R Rain cap – 4” to 5”	1.00 EA
R&R Skylight – Double dome fixed, 12.6 – 15.5 sf	7.00 EA

The two proposals are summarized below:

Contractor	Total Price
AXE Roofing	$53,624.73
Northwest Roofing	$99,888.00
-	$0.00

AXE Roofing submitted the lowest overall price for all work. This scope of work has also been reviewed and approved by the City’s Insurance Company and Top That Roofing’s Bond Company, which is now the contract point of contact.

FISCAL IMPACT:
The current forecast expense for the Water Treatment Plants hail damage is approximately **$53,624.73 out of the original proposal of $148,350.00.** Top That Roofing has not been paid for any work completed. The City is working with Top That Roofing’s Bond and Insurance company to complete this work and ensure the City pays less than or equal to the terms and scope of work of the original Top That Roofing bid.

PROGRAM/SUB-PROGRAM IMPACT:
In this case, the remediation hail repairs will provide the Water Treatment Plants’ facilities a safe and functional work place.

RECOMMENDATION:
Staff recommends awarding the Contract to Axe Roofing in the amount of **$53,624.73** along with a contingency of **$2,700 (5%)** for unforeseen conditions

ATTACHMENT(S):
1. Axe Roofing proposal
2. Northwest Roofing proposal

STRATEGIC PLAN IMPACT:

☒	Financial Stewardship & Asset Management	☒	Reliable Core Services
☐	Vibrant Economic Climate	☐	Quality Programs & Amenities
☐	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

Project Proposal

Estimate is valid for 30 days and may be extended at the discretion of Axe Roofing

800.255.1204
www.axeroofing.com

Customer

Property Owner / Manager / General Contractor	City of Louisville
Estimator Name / Phone	Braden Barnes
Project Name / Number	Water Treatment Plants
Proposal Date	10/29/2019
Property Address	Multiple
Customer Phone	303-335-4766
City, State, Zip	Louisville, CO 80027
Customer Email	jcalderon@louisvilleco.gov

Billing Information

Same as Above ☐

Company	City of Louisville
Primary Contact	Jorge Calderon
Billing Address	749 Main St.
Primary Phone	303-335-4766
City, State, Zip	Louisville, CO 80027
Email	jcalderon@louisvilleco.gov

Scope of Work

The property owner is X / is not __ intending to make payment from the proceeds of a property and casualty insurance policy. Pursuant to C.R.S. Section 6-22-105, Axe Roofing, LLC (general contractor) cannot pay, waive, rebate or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment to work on the covered property. Axe Roofing, LLC shall hold in trust any payment received until the delivery or until Axe Roofing has performed a majority of the work.

Proposal Includes all labor, material, debris removal, permit fee(s), mobilization and sales tax (when applicable). Skylights that have been previously installed / manipulated to be replaced with double dome acrylic (clear over clear)

Section	Waste Water Administration	Unit	Qty	Rate	Total
1	R&R Furnace vent – Rain cap only, 8"	EA	1	$31.82	$31.82
2	R&R gutter / downspout – 5" k style	LF	28	$9.00	$252.00

Section	Waste Water Reuse	Unit	Qty	Rate	Total
1	R&R cap flashing - steel	LF	30	$72.72	$2,181.82
2	Fascia metal – 10"	LF	200	$25.45	$5,090.91
3	R&R Gutter / downspout – 5" k style	LF	28	$19.48	$545.45

Section	Waste Water Dewatering Building	Unit	Qty	Rate	Total
1	R&R Rain cap 4" to 5"	EA	1	$31.82	$31.82
2	R&R Skylight – Double dome fixed, 12.6 – 15.5 sf	EA	5	$863.63	$4,318.18

Section	North Water Main	Unit	Qty	Rate	Total
1	R&R Gutter / downspout – box 6"	LF	20	$25.45	$509.09
2	R&R Rain cap 4" to 5"	EA	1	$31.82	$31.82
3	R&R Rain cap 6"	EA	1	$31.82	$31.82
4	R&R Rain cap 8"	EA	1	$31.82	$31.82

Scope Continued

Section	North Water Electric	Unit	Qty	Rate	Total
1	R&R gutter / downspout – box – galvanized – 6"	LF	11	$11.57	$127.27

Section	South Water Main	Unit	Qty	Rate	Total
1	R&R Skylight – Double dome fixed, 9.1 – 12.5 sf	EA	11	$779.55	$8,575.05
2	Curb / base frame repair for skylight installation	EA	11	$265.91	$2,925.01
3	R&R Rain cap – 8"	EA	3	$31.82	$95.46
4	R&R Roof hatch integrated skylight (dome only)	EA	1	$454.55	$454.55

Section	South Water Pre-treatment	Unit	Qty	Rate	Total
1	R&R Skylight – Double dome fixed, 12.6 – 15.5 sf	EA	24	$779.55	$18,709.20
2	Curb / base frame repair for skylight installation	EA	24	$265.91	$6,381.84
3	R&R Skylight – Double dome fixed, 20 sf	EA	1	$1,227.27	$1,227.27
4	R&R Exhaust cap – through flat roof	EA	1	$31.82	$31.82
5	R&R roof hatch integrated skylight (dome only)	EA	1	$454.55	$454.55

Section	All Treatment Plants	Unit	Qty	Rate	Total
1	Re-Attach lighting rods	EA	1	$1,586.16	$1,586.16

Work to be completed for $53,624.73

General Project Terms

- Axe Roofing will carry $1,000,000 / $2,000,000 General Liability Insurance
- Axe Roofing will carry $1,000,000 Workers Compensation Insurance
- Axe Roofing will carry $1,000,000 Commercial Umbrella Insurance
- Moody Insurance is the contractors broker and may be contacted at 303-824-6600
- Consecutive workdays during normal business hours (weather permitting)
- Customer to notify company of project approval at least 10 days prior to scheduling work
- No structural work / corrections are included in roofing / re-roofing unless specifically noted
- Any roofing repairs or work completed by others may void warranty (snow removal included)
- Process may be loud, noisy and dusty. Customer to remove any interior items from walls that may vibrate off
- Customer will release funds from insurance carrier to Axe Roofing immediately upon receipt
- Customer will not hold payment from company upon waiting for final city inspection delays
- Customer is responsible for obtaining any Homeowners Association or Historical Society approval
- Customer, may cancel this transaction at any time prior to midnight on the 3rd business day after the date of this agreement
- Customer agrees to all scope of work items including color and product selections, terms and exclusions
- Payment to be made in the form of check or money order, no payments to be made in cash or credit card
- Applicable sales tax of materials is included in proposal
- Axe Roofing to follow all OSHA Standards and Guidelines
- Axe Roofing will register the manufacturers product warranty and submit to owner upon completion
- Additional project terms may be noted in scope of work section of proposal

General Exclusions

- Proposal excludes any payment / performance bond
- Proposal excludes any snow removal, carpentry, wood blocking, waterproofing or sheet metal unless noted
- Proposal excludes building permit fee. **Permit fee to be added to final invoice of project (when applicable)**
- Proposal excludes repairing damage caused to completed roof by other trades
- Proposal excludes any certified wages or payroll unless specifically noted
- Additional exclusions may be noted in scope of work section of proposal

Accepted by (Print) _____

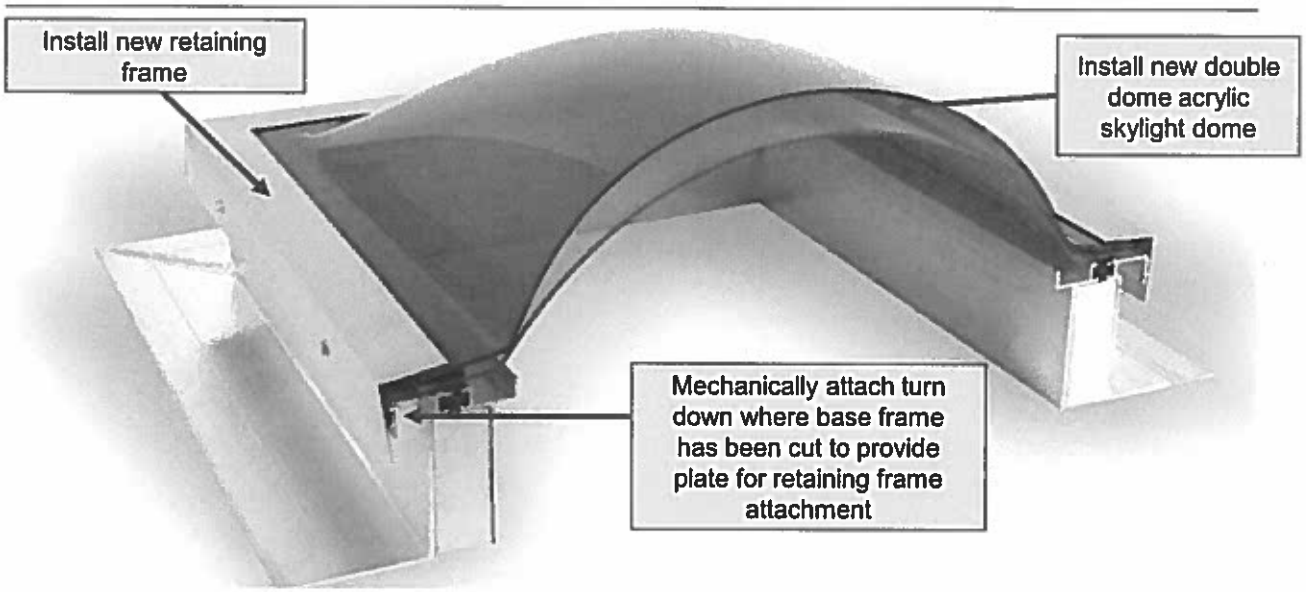
Customer Signature _____ Date _____

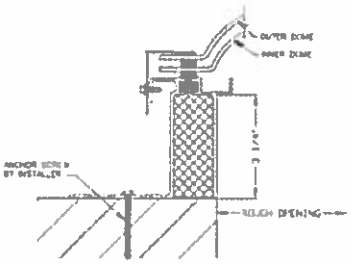
Axe Roofing _____ Date 10/29/2019

Project Submittal

The following submittal is to gain approval for the skylight repair at the water treatment plants. Method of repair is to mechanically attach base frame "turn-down" where previously cut, install new double dome and install new retaining frame .

Customer	City of Louisville
Contractor	Axe Roofing
Project Name/Number	Water Treatment Plant(s)
Job Address	Multiple
Submitted To	Jorge Calderon / jcalderon@louisvilleco.gov
Submitted By	Braden Barnes / bbarnes@axeroofing.com
Submitted On	10/30/2019





- Can be used on any roof pitch and type
- 25 to 30 year average life expectancy
- Available in 3 standard colors

BRONZE	27% Visible Light Transmittance	35% Solar Energy (heat)Gain
WHITE	56% Visible Light Transmittance	52% Solar Energy (heat) Gain
CLEAR	92% Visible Light Transmittance	85% Solar Energy (heat) Gain

Final Selection

Frame Color	Clear Anodized (match existing)
Base Dome Color	Clear
Top Dome Color	

City of Louisville Authorized Representative

Date

NORTHWEST ROOFING

BP 2 COMPLETION
PROPOSAL

COMMERCIAL DIVISION
2755 S. LOCUST ST. , SUITE 200
DENVER, CO 80222
PHONE: 720-220-6625
PROJECT MANAGER: MATT
FAX: 877-884-0027

	BP 2
CLIENT	CITY OF LOUISVILLE
JOB ADDRESS:	749 MAIN ST.
CITY:	LOUISVILLE CO 80027
PHONE:	

ATTN: JORGE CALDERON

QTY	DESCRIPTION	UNIT	AMOUNT
	DUE TO DAMAGE TO CURB FRAME AROUND SKYLIGHT		
	THE FOLLOWING PROPOSAL PROVIDES A NEW SOLID CURB		
	NORTH WATER TREATMENT PLANT:		
	(MAIN)		
	GUTTER DOWNSPOUT		$ 350.00
	RAIN CAPS		$ 225.00
	(PRE-TREATEMENT)		
	REBUILD CURB WITH WOOD FRAME AND REFLASCH		$ 5,950.00
	REPLACE SKYLIGHTS WITH NEW CUSTOM SIZE SKYLIGHTS		$ 4,900.00
	(ELECTRIC)		
	GUTTER DOWNSPOUT		$ 175.00
	SOUTH WATER TREATMENT PLANT		
	(MAIN)		
	REBUILD CURB WITH WOOD FRAME AND REFLASCH		$ 9,350.00
	REPLACE SKYLIGHTS WITH NEW CUSTOM SIZE SKYLIGHTS		$ 7,700.00
	REMOVE AND REPLACE WITH NEW HATCH AND SKYLIGHT		$ 995.00
	RAIN CAP		$ 75.00
	(PRE-TREATMENT)		
	REBUILD CURB WITH WOOD FRAME AND REFLASCH		$ 21,250.00
	REPLACE SKYLIGHTS WITH NEW CUSTOM SIZE SKYLIGHTS		$ 16,900.00
	RAIN CAP		$ 150.00
	REMOVE AND REPLACE WITH NEW HATCH AND SKYLIGHT		$ 995.00
	WASTE WATER TREATMENT PLANT		
	(ADMINISTRATION)		
	RAIN CAP		$ 75.00
	GUTTER AND DOWNSPOUT		$ 275.00
	(CONTINUED ON NEXT PAGE)		

	BP 2 PROPOSAL A (CONTINUED)		
	(REUSE)		
	CAP FLASCHING - STEEL		$ 125.00
	FASCIA REPLACEMENT		$ 750.00
	GUTTER DOWNSPOUT		$ 750.00
	PAINTING OF FASCIA (ALL 4 ELEVATIONS)		$ 1,400.00
	(DEWATERING)		
	RAIN CAP		
	REBUILD CURB WITH WOOD FRAME AND REFLASCH		$ 5,950.00
	REPLACE SKYLIGHTS WITH NEW CUSTOM SIZE SKYLIGHTS		$ 4,900.00
	SUBTOTAL		$ 83,240.00
	CONTRACTOR'S OVERHEAD 10%		$ 8,324.00
	CONTRACTOR'S PROFIT 10%		$ 8,324.00
RECEIVED BY	TOTAL DUE:		$ 99,888.00

SUBJECT: **APPROVAL OF 2020 CITY COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
The City began soliciting applications for 2020 board and commission vacancies in September with a November 1 application deadline. On November 21, the City Council met to review the applications and on December 12, the Council interviewed applicants for certain positions as well.

The attached spreadsheet shows the 2020 board vacancies and lists the applicants the City Council has chosen to appoint to each seat. Staff will reopen the application process in January for those boards that still have vacancies.

The complete applications forms for each applicant are available in the November 21 Committee meeting packet.

The City Council thanks everyone who applied for a position.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve list of appointees.

ATTACHMENT(S):
1. Spreadsheet listing 2020 board and commission appointments

2020 Board and Commission Vacancies

Appointee Names	Length of Term	Available Terms
Board of Adjustment		**3**
James Stuart	3 Years	January 2020 - December 2022
Mark Koepke	3 Years	January 2020 - December 2022
Jonathan Mihaly	2 Years	January 2020 - December 2021
Karen Cooper	2 Years	January 2020 - December 2021
associate	1 Year	January 2020 - December 2020
Building Code Board of Appeals		**2**
	3 Years	January 2020 - December 2022
alternate	3 Years	January 2020 - December 2022
Business Retention & Development		**4**
Barbara Butterworth	3 Years	January 2020 - December 2022
Warren Merlino	3 Years	January 2020 - December 2022
Amy O'Neill	3 Years	January 2020 - December 2022
Jim Bolt	2 Years	January 2020 - December 2021
Cultural Council		**3**
Adam Sloat	3 Years	January 2020 - December 2022
Tami Owen	3 Years	January 2020 - December 2022
Rachel Weaver	3 Years	January 2020 - December 2022
Historic Preservation Commission		**3**
Lynda Haley	3 Years	January 2020 - December 2022
	3 Years	January 2020 - December 2022
	3 Years	January 2020 - December 2022
Historical Commission		**5**
John Honan	4 Years	January 2020 - December 2023
Scott McElroy	4 Years	January 2020 - December 2023
Local Licensing Authority		**1**
Nancy Newell *alternate*	4 Years	January 2020 - December 2023
Open Space Advisory Board		**4**
Laura Denton	3 Years	January 2020 - December 2022
Thomas Neville	3 Years	January 2020 - December 2022
Charles Danforth	3 Years	January 2020 - December 2022
Jessamine Fitzpatrick *alternate*	2 Years	January 2020 - December 2021
Parks & Public Landscaping Advisory Board		**3**
Shelly Alm	3 Years	January 2020 - December 2022
Diana Gutowski	3 Years	January 2020 - December 2022
Stephen Knapp	3 Years	January 2020 - December 2022

2020 Board and Commission Vacancies		
Planning Commission		**4**
Steve Brauneis *completing 6-year term*	4 Years	January 2020 - December 2023
Debra Williams	4 Years	January 2020 - December 2023
Deietrich Hoefner	2 Years	January 2020 - December 2021
Ben Diehl	2 Years	January 2020 - December 2021
Recreation Advisory Board		**3**
Audrey Debarros	3 Years	January 2020 - December 2022
Patrick Haines	3 Years	January 2020 - December 2022
Angie Layton	3 Years	January 2020 - December 2022
Revitalization Commission		**3**
Rich Bradfield	5 Years	January 2020 - December 2024
Bob Tofte	2 Years	January 2020 - December 2021
Mark Gambale	2 Years	January 2020 - December 2021
Sustainability Advisory Board		**3**
Allison Johanson	4 Years	January 2020 - December 2023
Tiffany Boyd	4 Years	January 2020 - December 2023
Dan Mellish	4 Years	January 2020 - December 2023

SUBJECT: **APPOINTMENT OF WARD III COUNCILMEMBER**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
With the recent election of Mayor Stolzmann to the position of Mayor the City Council has a vacancy for one of the two Ward III seats. The City Charter requires the City Council appoint someone to hold the seat until the next statewide general election in November of 2020. The City will hold an election November 3, 2020 for a person to fill the seat for the remaining one year of the term.

The same requirements to run for City Council apply to filling the vacancy. Any interested person must:

- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector
- Be a resident of Louisville and Ward III for one year immediately prior to the appointment

The City Council finalized an application process at its November 19 meeting and staff advertised for applicants in November. The City received five applications for the position. Councilmembers interviewed each candidate on December 16.

At the meeting on December 17, the City Council will vote to appoint one of the applicants to the position. A majority vote of the members of Council is needed to fill the position per the City Charter. The person appointed will be sworn in as a Councilmember at the January 7, 2020 City Council meeting.

FISCAL IMPACT:
None.

PROGRAM/SUB-PROGRAM IMPACT:
The Governance and Administration Subprogram's goal is to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration, and support. Filling the vacancy on the City Council helps ensure that happens.

RECOMMENDATION:
Appoint new Ward III Councilmember.

ATTACHMENT(S):

1. Applications from the five applicant

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

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2019 Application for Ward III City Council Appointment

Applications are due by 5 pm on December 5, 2019. Applications should be emailed to MeredythM@LouisvilleCO.gov or hand-delivered to City Hall, 749 Main Street.

Applicants may be interviewed by the City Council the evening of December 16, 2019.

To serve as a Ward III City Council member you must meet the following requirements:

- Reside in Ward III and have done so for a minimum of 12 months (*see attached map*).
- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector

Name of Applicant: Kyle Michael Brown

Home Address: 667 W Lilac Ct Louisville CO 80027

Phone Number: 303.349.7421

Email Address: kylemichaelbrown@gmail.com

Occupation: Chief Affordability Officer

Employer: Division of Insurance (State of Colorado)

Length of Time Living in Louisville: 23.5 years

Length of Time Living in Ward III: 16 years

Education: Ph.D. in Biology, B.S. in Biology and Government

1) **STATEMENT OF INTEREST:**
Please attach a letter or statement briefly describing your interest in serving on the City Council. Feel free to indicate any areas of expertise, background, concerns and/or general information that may be applicable. *You may also attach a resume or other information you feel may be relevant to your application.*

2) **SUPPLEMENTAL QUESTIONS:**
A list of supplemental questions is attached. Please answer each question and return the answers with your application.

3) **DO YOU CURRENTLY SERVE ON A CITY BOARD OR COMMISSION?**
(●) YES ( ) NO If Yes, please identify which board or commission.

Local Licensing Authority

Should you be appointed to this position, you shall be deemed to have resigned as a member of that board on the date of taking the oath of office for the City Council. (Per City Charter Section 3-3(f)).

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4) **DISCLOSURES:**
Have you ever been convicted of a felony offense, embezzlement, bribery, perjury, solicitation of bribery, or subordination of perjury? ☐ YES ■ NO If yes, list for each case: (1) date of offense; (2) charge; (3) jurisdiction; (4) court name and (5) disposition:

Per the City Charter Sections 3-3 (c) & (d) any person who seeks election or appointment to the office of Councilmember, and who has been convicted of any of these offenses, shall disclose the same in writing under penalty of perjury.

A conviction includes being found guilty of, a plea of guilty to, a plea of no contest or nolo contendere to, or the receipt of a deferred judgment or deferred sentence for, any of the offenses listed above, but does not include any conviction for which the records have been ordered expunged or sealed.

5) **Do you or a company you work for or own do business with the City of Louisville?**
◯ YES ◉ NO If Yes, please explain below:

- **It is the policy of the City Council to make appointments to the citizen boards, commissions, committees, and task forces based on the needs of the City as well as the interests and qualifications of each applicant without discrimination based on race, color, national origin or ancestry, gender, religious convictions, disability, age, or sexual orientation.**
- **Anyone applying to this position is subject to a background check.**
- **All information on this application is public record and may be released for public review.**
- **If appointed, City Council attendance rules state members may miss no more than six (6) regular meetings in any twelve (12) month period.**
- **This appointment will expire in November 2020. The appointee will be eligible to run in the November 2020 election for the remaining one year of this term.**
- **If you have questions about the application or the application process, please contact City Clerk Meredyth Muth (MeredythM@LouisvilleCO.gov or 303.335.4536).**

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I certify that the information in this application is true and complete. I understand that false statements, misrepresentations or omissions of information in this application may result in rejection of this application. The City is expressly authorized to investigate all statements contained in this application and, in connection therewith, to request a criminal history from the Colorado Bureau of Investigation. I consent to the release of information about my ability and fitness by employers, schools, criminal justice agencies, and other individuals and organizations to investigators, personnel staffing specialists, and other authorized employees of the City of Louisville, and release all parties for all liability for any damage that may result from furnishing such information.

In the event that I am selected to serve on the City Council, I agree to comply with all of its ordinances, rules, and regulations.

I grant full permission to use any photographs, videotapes, recordings or any other record of my participation as a City Council member.

The City will provide any applicant who is rejected as a result of a background investigation information on how to obtain the report and contact information for the reporting agency. Determinations to reject an applicant as a result of the criminal background investigation report are final.

BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Signature Date 12/4/19

STATEMENT OF INTEREST

Members of the Louisville City Council
749 Main St.
Louisville, CO 80027

Dear Mayor Stolzmann, Mayor Pro Tem Maloney, Councilmember Dickinson, Councilmember Leh, Councilmember Fahey, and Councilmember Lipton:

Please accept my application to be a member of the Louisville City Council from Ward III. With my lifelong connection to Louisville and extensive experience in local, state, and federal government, I would be an excellent choice to fill the current vacancy on the city council.

My Story

My family and I have been members of the Louisville community nearly my entire life. My parents moved to Ward III after purchasing their first home when I was just one year old. I attended Coal Creek Elementary, Fireside Elementary, and Louisville Middle School. I have fond memories of attending the fireworks every 4th of July, playing rec center soccer, and attending Louisville Dolphins swim meets.

My wife and I are proud to be raising our kids in Louisville. Like my parents decades before, we purchased our first house in Ward III six years ago, and our family is fortunate to benefit from everything our city has to offer. I want to make sure Louisville continues to be the best place to live and to raise a family.

My Experience

I have devoted my career to public service and making life better for families in Colorado and across the country. I've advised U.S. Senators and Colorado's Governor on health care, education, economic security, and other issues. My work to make health care more affordable has gained national attention. I have also been honored to serve as a member of Louisville's Local Licensing Authority. I hope to utilize my public policy expertise and passion for serving my community as a member of the city council.

My Interest

More than any other level of government, city government makes decisions that impact people's everyday lives. Louisville's city council doesn't have the luxury of getting bogged down in partisan arguments because residents rely on city services every day. The work of the city council helps ensure that my kids can get to school safely each morning, our family has clean water to drink, and that we protect our environment for generations to come.

Throughout my career, I have worked for common sense, practical solutions that have real, positive impacts on people's lives. I would be honored to utilize my expertise and experience to directly and positively impact the lives of the residents of my hometown.

I look forward to speaking with you more about the opportunity to join the city council. Please don't hesitate to reach out to me at 303.349.7421 or kylemichaelbrown@gmail.com if you have questions.

Sincerely,

Kyle Brown
Resident, Ward III
667 W Lilac Ct, Louisville

SUPPLEMENTAL QUESTIONS

1) What do you think are the most pressing planning issues facing the City as it relates to land use & development?

With vacant sections in both Parcel O and the former ConocoPhillips property, Ward III is the center of some of the most important land use and development questions in Louisville. The city council, in partnership with the community, has done important work to study development in Parcel O, the McCaslin corridor, and elsewhere. Louisville must find ways to redevelop these areas in ways that are sustainable for the city budget and our community as a whole.

Louisville must be thoughtful about when and whether to change land use and promote development. Redevelopment and revitalization can be extremely positive, driving economic growth, additional city revenue, and increasing quality of life. However, certain types of land use and development may be unsustainable for the city budget and jeopardize the ability of the city to provide high quality services. In other cases, changes in land use or development fundamentally change the character of our community.

As our economy shifts and the demographics of Louisville change, we will need to ensure that land use and development continues to benefit the entire Louisville community in a sustainable way while preserving the small town character of our community.

2) What do you see as the main issues facing Louisville, and, in your opinion, how should they be addressed?

Land use and development will continue to be a central issue facing Louisville. With the McCaslin corridor, Ward III is home to a major source of the sales tax revenue that helps support high quality city services that Louisville residents rely upon and enjoy. However, Ward III is also home to vacant properties including significant sections of Parcel O and the former ConocoPhillips site. As the city council considers land use or redevelopment proposals in these or other key areas, it will need to ensure that the city can maintain a fiscally sound budget, and maintain our community's character while meeting the needs of our residents.

Economic vitality is also a key issue facing Louisville. A thoughtful and responsible approach to land use and development can help to ensure that the City's budget remains sustainable and can continue to provide high quality services for residents and businesses. The city is also taking important steps to recruit and retain high quality jobs and businesses, including the hiring of a new Director of Economic Vitality. The city will need to continue to explore new ways of ensuring it can maintain and potentially expand its business community while staying true to the values of our community.

Equally important, the city should continue to explore ways to be more environmentally sustainable. The city has made important steps including implementing the components of a 2016 Sustainability Action Plan and preserving and expanding open space. It will be important for the city council to work with the Sustainability Advisory Board and all the citizens of Louisville to ensure that our city is doing our part to protect our environment for future generations.

3) What should the City do to address economic vitality?

The city should continue to actively recruit and retain high quality jobs and businesses. The hiring of a new Director of Economic Vitality is an important part of creating a renewed focus on economic vitality. The city will need to continue to explore new ways of promoting a vibrant economy while maintaining the character of our community and the sustainability of our city budget.

Economic vitality is intricately related to land use and development decisions. The types of land use and development decisions the city council makes will impact the ability of the city to recruit and retain businesses that positively contribute to our community. Centennial Valley and the Colorado Tech Center are important centers of economic vitality for the city and continuing to attract and retain employers in these areas will need to remain a principle focus. In areas such as Parcel O and the old ConocoPhillips property, the council will need to continue to evaluate whether land use changes are warranted to ensure that these spaces are fully utilized and continue to contribute to the economic vitality of the community.

4) What can the City do to address environmental sustainability?

The Louisville community should continue to do its part to protect our environment and promote sustainability. We should seek to balance the environment with the needs of our community such that we can maintain and improve the quality of life for future generations. The city council should continue to work with community members to identify and prioritize opportunities to make Louisville more sustainable.

Thanks to the work of the Sustainability Advisory Committee, the City Council, and city staff, the city has reduced the energy-related carbon footprint in city buildings and across the community. Our partnership with Xcel energy will remain a key strategy for reducing our community's carbon footprint and overall energy use.

Louisville's sustainability efforts should also continue to look beyond energy use. Promoting residential recycling throughout the community, including by increasing recycling at city parks are important parts of this effort. Building on Louisville's successes in implementing a transportation master plan and promoting walking and biking will also create a more healthy and

sustainable community. In Colorado's dry climate, water is an increasingly scarce resource and the city should continue to promote water efficiency and water quality.

KYLE MICHAEL BROWN, Ph.D.
667 W Lilac Ct kylemichaelbrown@gmail.com
Louisville, CO 80027 (303) 349-7421

PROFILE

- Health care leader who has advised a Governor, senior U.S. Senators, and executive and legislative branch leaders on health care.
- Director of effective health and human service focused teams.
- Author of bipartisan proposals to improve the U.S. health system performance and individual market
- Ph.D. from Harvard in health-related field.

EXPERIENCE

Colorado Division of Insurance, Denver, CO
Chief Affordability Officer, September 2019 - Present

- Leads high profile initiatives to transform health care purchasing and lower health care costs..
- Oversees team of agency professionals who review life and health insurance plans in order to protect consumers from excessive health insurance costs and prevent discrimination.
- Manages $250 million annual program that pays for high cost health insurance claims.
- Developing affordability standards that will help ensure all Coloradans can afford health insurance.
- Member of senior staff reporting to Commissioner of Insurance and advising Governor's office.

UCHealth, Aurora, CO
Senior Director for Regulatory Affairs, November 2018 - August 2019

- Led regulatory efforts for the system including the activation of new facilities and interactions with federal and state agencies and accrediting organizations.
- Negotiated with Governor's office and cabinet officials on behalf of UCHealth regarding key legislation, regulations, and program implementation.
- Co-led efforts to improve system wide community benefit investment processes and strategies.
- Advised CEO and senior leadership on legislation, health care policy, and strategy.

Office of Governor John W. Hickenlooper, Denver, CO
Policy Director, Health and Human Services, January 2017 - November 2018
Senior Health Policy Advisor, January 2015 - December 2017

- Co-wrote bipartisan plans to increase value in the American health care system and to stabilize the individual health insurance market. Prepared Governor for U.S. Senate testimony.
- Built and managed bipartisan coalition of governor's offices. Wrote letters asking congressional leadership for bipartisan approaches on health care and immigration signed by 12 governors.
- Developed legislative package to lower the price and increase the value of health care.
- Co-wrote and managed successful grant from the National Governors Association on statewide family-based approaches to eliminating poverty.
- Directed and informed Governor's agenda on health and human services.
- Led health and human services policy research and analyses and made policy recommendations regarding pending legislation and department actions.
- Briefed Governor, Lieutenant Governor, and senior staff on major health and human services issues. Prepared memos, talking points, and remarks for Governor for meetings and events.
- Hired and managed a team of health and human services-related advisors and coordinators.

Colorado Department of Health Care Policy and Financing, Denver, CO
Special Projects Coordinator, April 2014 – January 2015

- Led Department efforts to implement new federal regulations designed to prevent waste, fraud, and abuse. Role included writing Department's provider screening rule, facilitating Department workgroup to develop regulations, and conducting outreach to dozens of stakeholder groups.
- Spearheaded efforts between Department and Dept. of Corrections to enroll all inmates released from Colorado prisons in Medicaid.

Colorado Center on Law and Policy, Denver, CO
Senior Health Policy Analyst, March 2013- March 2014

- Led organization's efforts to make health care more affordable.
- Authored data-driven reports on hospital charges, insurance premiums, and exchange tax credits. Interviewed and quoted in the Denver Post, radio broadcasts, and media outlets across Colorado.
- Represented organization with state legislators and stakeholders. Negotiated priority legislation.
- Wrote weekly articles and briefs distributed to hundreds of policymakers, advocates, and consumers.

Office of U.S. Senator Frank R. Lautenberg, Washington, DC
Legislative Assistant, May 2011-March 2013

- Led Senator's work on health care, education, nutrition assistance, welfare, and women's issues.
- Wrote and oversaw the introduction of legislation. Negotiated with Senate offices from both parties, as well as with stakeholder groups, to gain support for Senator's legislation and initiatives.
- Represented Senator with health care executives, stakeholder groups, and constituents.

Committee on Health, Education, Labor and Pensions,
U.S. Senator Tom Harkin, Chairman, Washington, DC
Health Policy Fellow, September 2010- May 2011

- Advised Senator on issues related to biomedical research and new medical treatments.
- Developed concepts for major legislation. Liaised with federal agency officials.

American Society for Biochemistry and Molecular Biology, Bethesda, MD
Science Policy Fellow, August 2009- August 2010

- Advised leadership on policy and appropriations issues. Spearheaded advocacy efforts with Congress.
- Led communication efforts for office of public affairs. Wrote/distributed monthly advocacy newsletter to 1600 members.

SELECTED COMMUNITY INVOLVEMENT
Board of Directors, Connect for Health Colorado (June 2016- November 2018)
Boulder County Leadership Fellow (2018 – 2019)
Local Licensing Authority, Louisville, CO (August 2018-present)

EDUCATION
Harvard University, Cambridge, MA
Ph.D., Genetics, June 2009.
Dissertation: Antibiotic resistance in bacteria and malaria.

Georgetown University, Washington, DC

BS, *summa cum laude*, majors in government and biology, May 2004. Phi Beta Kappa.

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2019 Application for Ward III City Council Appointment

Applications are due by 5 pm on December 5, 2019. Applications should be emailed to MeredythM@LouisvilleCO.gov or hand-delivered to City Hall, 749 Main Street.

Applicants may be interviewed by the City Council the evening of December 16, 2019.

To serve as a Ward III City Council member you must meet the following requirements:

- Reside in Ward III and have done so for a minimum of 12 months (*see attached map*).
- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector

Name of Applicant: Eric Fowles

Home Address: 625 Fairfield Lane Louisville CO 80027

Phone Number: 720-472-0104

Email Address: eric@voltagead.com

Occupation: CEO/Founder

Employer: VOLTAGE Advertising & Design

Length of Time Living in Louisville: 22 years

Length of Time Living in Ward III: 4 years

Education: BFA Graphic Design Brigham Young University

1) **STATEMENT OF INTEREST:**
Please attach a letter or statement briefly describing your interest in serving on the City Council. Feel free to indicate any areas of expertise, background, concerns and/or general information that may be applicable. *You may also attach a resume or other information you feel may be relevant to your application.*

2) **SUPPLEMENTAL QUESTIONS:**
A list of supplemental questions is attached. Please answer each question and return the answers with your application.

3) **DO YOU CURRENTLY SERVE ON A CITY BOARD OR COMMISSION?**
○ YES ◉ NO If Yes, please identify which board or commission.

Select Board

Should you be appointed to this position, you shall be deemed to have resigned as a member of that board on the date of taking the oath of office for the City Council. (Per City Charter Section 3-3(f)).

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4) DISCLOSURES:
Have you ever been convicted of a felony offense, embezzlement, bribery, perjury, solicitation of bribery, or subordination of perjury? ☐ YES ■ NO If yes, list for each case: (1) date of offense; (2) charge; (3) jurisdiction; (4) court name and (5) disposition:

Per the City Charter Sections 3-3 (c) & (d) any person who seeks election or appointment to the office of Councilmember, and who has been convicted of any of these offenses, shall disclose the same in writing under penalty of perjury.

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5) Do you or a company you work for or own do business with the City of Louisville?
○ YES ◉ NO If Yes, please explain below:

- **It is the policy of the City Council to make appointments to the citizen boards, commissions, committees, and task forces based on the needs of the City as well as the interests and qualifications of each applicant without discrimination based on race, color, national origin or ancestry, gender, religious convictions, disability, age, or sexual orientation.**
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Please limit your answers to each question to no more than 250 words.

Your answers are due WITH your application form, by 5 pm on December 5, 2019.

1) What do you think are the most pressing planning issues facing the City as it relates to land use & development?

2) What do you see as the main issues facing Louisville and in your opinion how should they be addressed?

3) What should the City do to address economic vitality?

4) What can the City do to address environmental sustainability?

(See attached)

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In the event that I am selected to serve on the City Council, I agree to comply with all of its ordinances, rules, and regulations.

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BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Signature

Date 12/5/2019

STATEMENT OF INTEREST:

Over 22 years ago, when my wife and I left college to embark on life, and I got my first real job at an environmental design firm in Boulder CO, we were quickly smitten with the charm of a little town next door called Louisville. We loved everything about it and have been here ever since. We've since had 6 children, and started a company, VOLTAGE, which I still run and operate here in Louisville. We have lived in 5 houses in various parts of town during this time, have seen the great popularity and growth of Louisville over the years, and continue to love the unique work/life balance that we have here. So, as someone who grew up in Colorado, I'm proud to call Louisville my home and believe it really is "America's best place to raise a family" and to live & do business!

Over the last few years I have been more involved in learning the process and role of our local city politics. I own property on Main Street which houses part of my agency's workforce and have seen first hand what steps need to be taken to develop property in the city and do business here. I've also enjoyed serving on the BRAD committee for a year in 2018, which opened my eyes to real concerns and challenges small businesses currently face in our town. Some of these include the cost of doing business here, rising rents, difficulty to make improvements & develop land, and businesses that are being led away from Louisville with attractive offers from neighboring cities.

I have a passion for this great place and a desire to give back to my community, and I also believe I have a unique skillset that would be valuable to our City Council and Ward 3, which I would represent. As a professional marketer and branding consultant, I have learned how to listen and creatively solve large clients' problems that have yielded great results for them. Some of these clients include Frontier Airlines, the Denver Broncos, CU, adidas, Fjallraven, Reebok, and Chipotle. I believe these skills would be an asset and offer another perspective to the Council. I also feel like I could bring a small business POV to decisions having been an entrepreneur for many years, 20 of those being in Louisville.

Thank you, and I hope I have the chance to serve.

Eric Fowles
CEO/Founder
VOLTAGE
720-472-010

SUPPLEMENTAL QUESTIONS:

1) What do you think are the most pressing planning issues facing the City as it relates to land use & development?

COST OF DOING BUSINESS

One of the issues that I have heard from local business owners and developers who are trying to improve outdated buildings downtown is that Louisville is difficult to work with and too expensive to build in. Whether in apples to apples comparison to say Boulder this is true or not - there is a perception that Louisville is not "Business Friendly" Developers would rather invest their time and money in a neighboring city that is more welcoming and interested in attracting new business. I think we could be missing out on great opportunities to bring in the kinds of businesses that align with the vision and image of Louisville if we don't address this. I would also ask what we are doing for small and medium sized businesses, and to utilize our existing infrastructure more effectively?

2) What do you see as the main issues facing Louisville and in your opinion how should they be addressed?

TRANSPORTATION

Tansportation is a major issue for many employers here, so we need better transportation options to help out our businesses. I applaud efforts for commuter options along Hwy 36, but we need to make things easier to get to Main St, or the business park. Looking at Highway 42 and the traffic problems, more transportation options, bike racks, etc.

3) What should the City do to address economic vitality?

MARKETING AND BRAND VISION

I know there are many ways to address this and it's a complex challenge, but what I do know from my expertise is the power of communication and messaging. I think one way we can start to improve this is by identifying incentives, value drivers, and compelling campaigns that give businesses reasons to approach Louisville. We have something other towns don't have and it's authentic and attractive to so many people, Louisville should in the position to take first offers and then make decisions based on a set of criteria whether or not it fits the Louisville vision or brand. A clear vision, and message of why people want to do business here needs to be fully developed and shared.

SUPPLEMENTAL QUESTIONS: (cont.)

4) What can the City do to address environmental sustainability?

WORK/LIFE INTEGRATION

I believe we can address the aspirations of sustainability by crafting a community that allows various income levels to work and live in our community. Louisville can be a model city for work/life integration! For instance, not having to commute from Thornton or Denver, in order to support our local business. I also strongly believe in continued support for green space, and making parks and open spaces a priority. I would like to see Louisville continue to add multi-use paths, to give residents and visitors choices while encouraging them to live sustainably.

THANKS

attached:
Vision Statement for Louisville Business
Worked on during service on the BRAD committee.

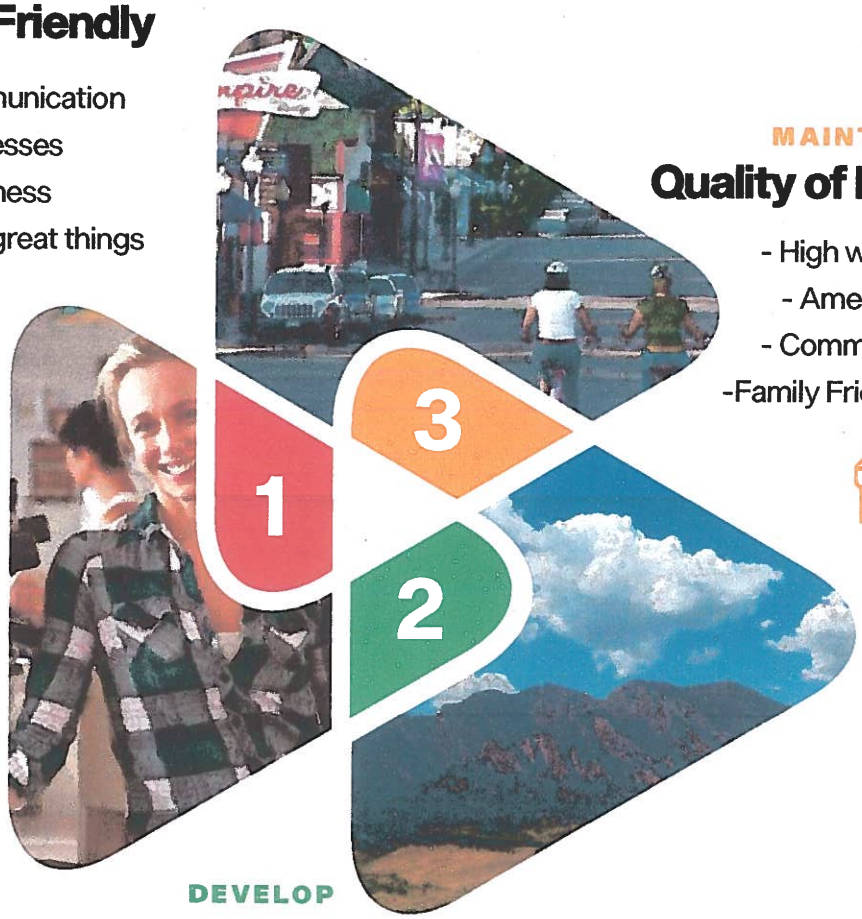
LOUISVILLE ECONOMIC VISION

Promote a business friendly climate, Develop sustainable long term revenue, and Maintain our quality of life for residents and workers.

PROMOTE

Business Friendly

- Healthy Communication
- Efficient processes
- Open for Business
- A place to do great things



MAINTAIN

Quality of Life

- High wages
- Amenities
- Community
- Family Friendly

DEVELOP

Sustainable Revenue

- Diversity
- Adaptable/responsive
- Supportive of existing business
- long-term planning

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To serve as a Ward III City Council member you must meet the following requirements:

- Reside in Ward III and have done so for a minimum of 12 months (*see attached map*).
- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector

Name of Applicant: Angie Layton

Home Address: 619 W Juniper Ct Louisville CO 80027

Phone Number: 7209349497

Email Address: angeliquelayton@gmail.com

Occupation: attorney

Employer: self

Length of Time Living in Louisville: 18 years since Sept 2001

Length of Time Living in Ward III: 18 years at same home

Education: Juris Doctorate

1) **STATEMENT OF INTEREST:**
Please attach a letter or statement briefly describing your interest in serving on the City Council. Feel free to indicate any areas of expertise, background, concerns and/or general information that may be applicable. *You may also attach a resume or other information you feel may be relevant to your application.*

2) **SUPPLEMENTAL QUESTIONS:**
A list of supplemental questions is attached. Please answer each question and return the answers with your application.

3) **DO YOU CURRENTLY SERVE ON A CITY BOARD OR COMMISSION?**
(●) YES ( ) NO If Yes, please identify which board or commission.
Select Board Rec Board Cultural Council previously
Should you be appointed to this position, you shall be deemed to have resigned as a member of that board on the date of taking the oath of office for the City Council. (Per City Charter Section 3-3(f)).

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BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Signature

11/29/18
Date

STATEMENT OF INTEREST

I would very much like to be part of the governance of the city of Louisville. I believe that Louisville is on the cusp of many changes and should take a leadership role in addressing the challenges that we face as a community in terms of transportation, open space and trails, and preserving the charm of a small town with all the amenities of a big city. I have many friends in city government in Longmont, Broomfield, Lafayette, and Westminster and I enjoy thinking about policy issues that can make people's lives in a community better. I am committed to the idea that government can actually work well and be a blessing to its citizens.

PRESSING ISSUES

I believe that the most pressing issues that Louisville has are addressing the Conoco Phillips property and the proposals for its development and the Sam's Club property. Having watched how the Safeway/Alfalfa's development proceeded, I think it is very important to ensure that as much outreach to the community regarding the decisions that are being made is done so that when the final decisions are reached, everyone feels that their voice has been heard, even if their position is not the one chosen.

The other issue which garnered a lot of attention is the airport/airplane noise, and although it doesn't appear that the city can do much to mitigate it, we should continue to listen to the citizens who find this a major concern and if there is a solution, we should stay on top of this issue.

MAIN ISSUES FACING LOUISVILLE

I believe that supporting and maintaining a good ratio of residential, retail and commercial properties is very important. I think it is also very important to retain the larger stores that we currently have like Lowes and Home Depot and to do what we can to encourage them to remain in our city. As a future goal, I think it would be great to be able to develop a countywide strategy that shares sales taxes so that the incentive to "steal" away retailers is lessened. While it is my understanding that we have good financial status at the moment, we need to plan long term to ensure that our financial situation remains strong. Ensuring we budget for reserves, encouraging spending in our town, and continuing the street faire and other special events are important ways to keep our citizens excited and spending money in the city.

ECONOMIC VITALITY

Obviously losing Kohl's and Sam's and Hobby Lobby were very serious blows. Although I've heard it said that "big boxes are dead", I also see a vigorous group of shoppers at Costco at all times of the day. Encouraging people to spend money locally by reminding people that shopping, eating and working in our community is not only environmentally friendly, but also helps us maintain our great city amenities is important. One of the things that might help is a link on the web to local businesses and a way to

highlight what they are doing to remind people that you can get almost anything you want by shopping in Louisville.

ENIRONMENTAL SUSTAINABILITY

We can pay more attention to planting xeriscape and indigenous plants and flowers and reducing overwatering and mowing. I'd love to examine the use of leaf blowers and cut out their use wherever possible. Encouraging local weed pulling by residents instead of using herbicides is in place but I'd like to ensure that local residents around open space and parks are reminded that they can be a partner with the city to address landscaping issues. In the past, we had community work days and I believe that with some effort, we could get the community much more invested in keeping our community beautiful. The Turkey Trot started as a small endeavor by a committed group and it is now a major event. I think there are many opportunities that we can foster by encouraging local residents to let their imagination take flight.

Working with DRCOG and RTD to improve bus service and continuing to demand our share of RTD money to provide reasonable and useful bus routes is also necessary. While rail seems to be a fantasy, I do not think that we should ever drop our requests as our long term planning has always expected a rail line to connect us with the front range.

Continuing to ensure that our buildings are as energy efficient as possible and making sure that all the vehicles we use for the city are used efficiently is also important.

Ensuring that trails are plowed and accessible can help people think about commuting using alternative means.

FINALLY A concern of mine:

I was part of the transportation outreach working group and there were several individuals who were mobility challenged. I had numerous conversations with these individuals about accessibility issues. After this snow storm, I have noticed that almost every cross walk in the city is completely inaccessible. This is especially egregious at the intersection between Highway 42 and South Boulder road. There are many mobility challenged individuals who live in the Kestrel housing project and there is just no way that any of those folks could access the east side of Highway 42 using any of the crosswalks. I believe that the city should make much more of an effort to ensure that cross walks are well plowed and can be accessed by individuals in wheel chairs, bicycles and strollers. This will encourage walking which reduces traffic and air pollution, but will also send a message to our citizens that we encourage pedestrian mobility in our community.

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- Reside in Ward III and have done so for a minimum of 12 months (*see attached map*).
- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector

Name of Applicant: Alexander "Alex" McCracken

Home Address: 221 S Tyler Ave Louisville CO 80027

Phone Number: 7205610299

Email Address: mccrackena@gmail.com

Occupation: VP of Sales

Employer: Act Innovate

Length of Time Living in Louisville: 7 years

Length of Time Living in Ward III: 7 years

Education: Bachelor's of Science

1) **STATEMENT OF INTEREST:**
Please attach a letter or statement briefly describing your interest in serving on the City Council. Feel free to indicate any areas of expertise, background, concerns and/or general information that may be applicable. *You may also attach a resume or other information you feel may be relevant to your application.*

2) **SUPPLEMENTAL QUESTIONS:**
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3) **DO YOU CURRENTLY SERVE ON A CITY BOARD OR COMMISSION?**
○ YES ◉ NO If Yes, please identify which board or commission.

Select Board

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4) DISCLOSURES:
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BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Alex McCracken 12/4/2019

Signature Date

Alex McCracken
221 S Tyler Ave.
Louisville, CO 80027
720-561-0299

ATTN: Meredyth Muth

Alex McCracken Statement of Interest Ward III City Council Member

It was a warm night in September of 2012 when I took my first trip into Louisville. I remember the sun sitting low in the sky but just high enough to light up the fire station with orange as I headed south down Main Street. Little did I know that in a couple of short blocks, I would be getting my first experience of a town that's put together the pieces of my life: a spouse, a child, a career, a house, and a visceral feeling of 'home'.

Being from Atlanta originally, I take great pride in small communities having tremendous character when cast in the shadow of a bigger entity. When I saw my first glimpse of downtown Louisville, I knew it had that character that was being overshadowed by Metro Denver. It was only a couple of months after that I bought my first house and started the journey that leads me to write to you today.

What I didn't realize when I bought that house and moved to Louisville is that the character goes beyond the visuals of downtown. It extends to the smiling faces in the businesses here to support our town, the neighbors who gladly shovel your sidewalk when you're out of town during the snow storm, and the trails that turn a workout into a stroll through nature. There are countless other things that contribute to our character in Louisville and I'm interested in being on the City Council to preserve, promote, and proliferate those things to citizens and visitors alike.

Being a young professional, my applicable experience comes less in the form of government servitude, and more from the myriad of businesses I've worked at and my experience trying to grow a business in Louisville. I've been exposed to numerous businesses from the executive level and have learned the variables that make office and retail spaces attractive to consumers and businesses. I've also built and grown a company that started in downtown Louisville and had to move to Lafayette due to the office conditions in Louisville.

Louisville and surrounding areas are quickly changing, but the observations I had when I moved here are still true. We need more sustainable businesses, even an industry, that provides long term success for the owners and tax revenue for the city. We need more young people moving here while still having options for those in retirement. We need to keep our small-town charm by keeping development in check with the character of the city. And just as importantly, we need to rise above the shadow of Metro Denver to be the place that when people say "where should we go this weekend?" they think Louisville.

My love for Louisville, my business experiences, and my desire to continue to make this the best place to go and live in Metro Denver will be unparalleled in the applicants for this position. Through all of them, I ask that you consider me for the position of Ward III City Council Member.

2019 Ward III City Council Application Questions

1) What do you think are the most pressing planning issues facing the City as it relates to land use & development?

- I think the two biggest issues are Parcel O and the ConocoPhillips Campus. Both of these have tremendous opportunity for businesses to flourish being near 36 and in between Denver and Boulder with a vast population of workers and consumers around them. Each day that goes by with them sitting vacant is another day without the large amount of tax revenue that Louisville could be getting from them. We must enact a plan to attract businesses, repurpose the land, or get creative in finding ways to get sustainable businesses to utilize those areas. We also need to be careful not to fall into development traps where short-term decisions adversely affect long term prosperity, like sacrificing empty retail spots for residential builds similar to what we see at DeLo or the big box stores that sit vacant on Parcel O now.

2) What do you see as the main issues facing Louisville and in your opinion how should they be addressed?

- I think the main issues facing Louisville are the vacant and derelict properties (and the reasons behind their states), the rising cost of living, and the diminishing sense of community. We need to look at why businesses are closing their doors in some areas while their neighbors next door are flourishing. Are there things that Louisville can do to support startup businesses to get going and be profitable? Are there burdens from the city that make it hard for businesses to open up easily and stay open? The rising cost of living is a very large concern if we want to keep a diversity of demographics. There are countless advantages to this, most notably a more attractive town that has long term growth, continuous housing opportunities, and less stereotypes. Solving this is a very tough issue but building and maintaining low-income housing is a great first step. Additionally, providing the appropriate amount of new housing opportunities while assessing infrastructure and traffic load needs to be part of that plan. Finally, increasing the sense of community is important as more people relate to strangers online than they do their neighbors. Louisville should incentivize neighborhood activities by providing block party stipends, police road closings, or neighborhood liaisons that connect people and welcome new residents.

3) What should the City do to address economic vitality?

- Louisville needs to address economic vitality by providing short- and long-term incentives to promote growth and sustainability. Short term incentives can be handled by implementing innovative tax payment structuring, less roadblocks for permit application approvals, and a focus on marketing Louisville as a place for new businesses to easily get started and thrive. Long term incentives can be handled through developing more areas that attract non-residents to visit an area, by focusing on an industry and providing specific tax incentives for companies within that industry to come to Louisville and creating a more distinct

brand for the town that we can promote internationally. I think Louisville has done a very poor job in creating a brand for the town and it shows when you ask people about Louisville. We're known as the best place to live, not the best place to live, visit, and move your business.

4) What can the City do to address environmental sustainability?

- Louisville currently has an environmental sustainability plan that they need to follow, adjusting things as new technology and options present themselves. However, one of the best ways to promote sustainability is to be attractive to companies who share the same mission. As stated before, Louisville could advertise that they are the city for environmentally sustainable businesses to come do business. Louisville could also provide tax incentives to companies based upon the metrics tied to sustainability goals. If we show the world that we care about not only what the city as a whole is doing, but also with the businesses we attract, we can transform even the behaviors of individuals to be thinking about this every day. With a plan like this, it's not just the government providing the sustainability, it's the entire town.

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- Be a citizen of the United States
- Be at least 18 years of age
- Be a registered elector

Name of Applicant: Errin Weller

Home Address: 515 W Fir Way Louisville CO 80027

Phone Number: 720.940.6024

Email Address: Errincita@Gmail.com

Occupation: Product Strategist

Employer: Self

Length of Time Living in Louisville: 18 years

Length of Time Living in Ward III: 14 years

Education: PhD, MA - University of Colorado, Boulder

1) STATEMENT OF INTEREST:
Please attach a letter or statement briefly describing your interest in serving on the City Council. Feel free to indicate any areas of expertise, background, concerns and/or general information that may be applicable. *You may also attach a resume or other information you feel may be relevant to your application.*

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○ YES ◉ NO If Yes, please explain below:

- **It is the policy of the City Council to make appointments to the citizen boards, commissions, committees, and task forces based on the needs of the City as well as the interests and qualifications of each applicant without discrimination based on race, color, national origin or ancestry, gender, religious convictions, disability, age, or sexual orientation.**
- **Anyone applying to this position is subject to a background check.**
- **All information on this application is public record and may be released for public review.**
- **If appointed, City Council attendance rules state members may miss no more than six (6) regular meetings in any twelve (12) month period.**
- **This appointment will expire in November 2020. The appointee will be eligible to run in the November 2020 election for the remaining one year of this term.**
- **If you have questions about the application or the application process, please contact City Clerk Meredyth Muth (MeredythM@LouisvilleCO.gov or 303.335.4536).**

City of Louisville
COLORADO • SINCE 1878

I certify that the information in this application is true and complete. I understand that false statements, misrepresentations or omissions of information in this application may result in rejection of this application. The City is expressly authorized to investigate all statements contained in this application and, in connection therewith, to request a criminal history from the Colorado Bureau of Investigation. I consent to the release of information about my ability and fitness by employers, schools, criminal justice agencies, and other individuals and organizations to investigators, personnel staffing specialists, and other authorized employees of the City of Louisville, and release all parties for all liability for any damage that may result from furnishing such information.

In the event that I am selected to serve on the City Council, I agree to comply with all of its ordinances, rules, and regulations.

I grant full permission to use any photographs, videotapes, recordings or any other record of my participation as a City Council member.

The City will provide any applicant who is rejected as a result of a background investigation information on how to obtain the report and contact information for the reporting agency. Determinations to reject an applicant as a result of the criminal background investigation report are final.

BY SIGNING BELOW, I AGREE THAT I UNDERSTAND AND CONSENT TO THE ABOVE STATEMENT:

Errin T. Weller — 3 Dec 2019

Signature — Date

Errin T. Weller
515 W Fir Way
Louisville, CO 80027
720.940.6024
Errincita@Gmail.com

3 December 2019

City Hall
749 Main Street
Louisville, CO 80027

Dear City Clerk & Council,

As a long-term resident of Louisville and 14-year resident of Ward 3, I would like to join the Louisville city council to share my expertise to help solve the challenges facing Louisville as a small town looking towards the future.

My extensive experience as a researcher, product strategist, self-employed small business owner, and parent, would be a valuable addition to the city council. I enjoy analyzing data to identify problems and provide solutions utilizing a combination of my anthropology, technology, and business knowledge.

Please see my attached resume and answers to the supplemental questions.

Contact me at your earliest opportunity via telephone at 720.940.6024 or via email at Errincita@gmail.com to determine if I would be a good fit for our council. I look forward to working with you.

Warm Regards,

Errin T. Weller

Errin T. Weller

SUPPLEMENTAL QUESTIONS

What do you think are the most pressing planning issues facing the City as it relates to land use & development?

Development is on the front of everyone's mind today, especially if you have lived in Louisville for longer than ten years. I appreciate Louisville's focus on open space and updating many of the parks and playgrounds throughout the city. One of the primary concerns is the growth of high density housing without an infrastructure to match. The roads remain the same - McCaslin, S. Boulder, Hwy 42/Courtesy Road - and are carrying more people but are virtually unchanged from when I first moved here in 2001. Parking and public transportation have also not grown in proportion. Residents of Louisville continue to pay a tax on a FastTracks development we will likely never see. I would propose that Louisville looks into their own development of public transportation during peak periods to help alleviate some of the traffic and parking congestion. This system could be similar to the free shuttles of the mountain ski towns.

Parking is a challenge in downtown. While it is good that ideas are on the table for helping the parking challenges, such as a parking garage, I would like to see other options explored including shuttle parking, better signage in LoDo (you can park there and walk to downtown faster than anywhere else but few people do), and bikes in the summer months. A parking garage may be in the future but in a style that matches the historic character of downtown.

What do you see as the main issues facing Louisville and in your opinion, how should they be addressed?

Louisville is an excellent place to live and the place I have chosen to raise my family. There are a myriad of issues that Louisville needs to address to maintain this quality of life while continuing to grow with the modern world. We are experiencing economic growth and with that comes population growth. I am hopeful Louisville will work on finding a balance between residential, commercial, and industrial growth while improving the infrastructure.

While Louisville continues to attract many families because it is a great place, I am concerned about the aging population. There are limited housing options for seniors that do not wish to move into apartments. I would like to see a 55+ community with low-maintenance small houses, duplexes, or cottages (less than 1200 sq ft) with living space on a single floor. This type of ranch-style house is exceedingly rare in Louisville

and many people (including my mom and some ladies in my Zumba class) have had to move into surrounding areas.

Affordable housing is also a topic many people have brought up. However, I have not seen Louisville conduct the research necessary into determining what drives higher rents. This would include information such as: what percentage of houses are primary residences; what is being held by companies for business purposes such as renting; what properties are being purchased by overseas investors and are the investment properties occupied or unoccupied (e.g. zombie houses)? Affordable rents for small businesses are another avenue that requires consideration.

What should the City do to address economic vitality?

Louisville is doing a good job attracting industrial/commercial to areas such as CTC. The main problem in Louisville at the moment is the inability to adapt to changing consumer patterns. Two areas in town that need to be addressed are McCaslin and StorageTek/ConocoPhillips. Louisville has focused extensively and successfully on downtown but other areas of town have been neglected.

The 2013 McCaslin plan first identified numerous problems in the corridor, including an overabundance of large retail space that the study predicted was going to linger on the market. That is exactly what happened. Ideas of maintaining McCaslin as a “retail corridor” with a commercial zoning are outdated. For ten years we have been hearing that the solution is to attract more stores; instead more stores have left. Many of the ideas outlined in 2013 have not been implemented (e.g. turning McCaslin into a gateway to Louisville) and the situation is now more dire. I believe Louisville will continue to lose stores to areas such as Lafayette and Superior. Louisville needs to embrace the core concept of Downtown Superior as being a mixed-use area that is walkable with easy access to stores (including small businesses), parks, and amenities that improve the quality of life. As mentioned above, there is a shortage of housing in Louisville for individuals and retired people who would like a small house (1200 sq ft or less). This would be a place to start.

The second area is the StorageTek/Conoco parcel. It appears a capital firm has purchased the land and is in the process of planning a mixed-use development. As a large amount of land located in a prime location on US 36 with easy access to both Denver and Boulder, it would be beneficial to Louisville to see this area utilized.

What can the City do to address environmental sustainability?

With climate change being one of the most pressing issues of our time, I am pleased to see Louisville embrace environmental sustainability and incorporate solar into their plans. I would like to see this expand and further explore the possibility of bringing more solar to residents, such as a bulk buying program. The city has been installing charging stations and it would be wonderful to see these in more locations (e.g. grocery stores, strip malls, restaurants).

Much of Louisville is composed of single family homes with spaces for gardening, both for foods and for native plants. Louisville could encourage household gardens with programs to educate residents on growing their own food, giving starter packs of easy things to grow, and teaching composting. Water conservation is also of primary concern. Further education on native plants to encourage residents to swap out water hungry grass for drought tolerant native plants should be a focus. I would also like to see the city replace grass in locations such as medians (i.e. where no one is picnicking or playing) with low-water plants. A city program to help homeowners plant more trees for carbon sequestration would also be helpful.

Louisville needs to encourage the use of public transportation but sometimes RTD stops are too far apart. The Flex Ride is a good start and multiple houses on my street utilize it. A problem is that we continue to pay for a light rail when that money should remain local and be used for a city shuttle or to expand the Flex Ride.

Recycling and composting rates need to improve. This could be done with more outreach and by helping people understand how much they consume.

Dr. Errin T. Weller

Product Strategy

I am a product strategist who enjoys being on the frontier of technology and understanding trends & implications. I take ideas that solve problems from concept to delivery.

CONNECT

+1.720.940.6024
Errin@LimitlessComputing.com
LinkedIn @Errin
Twitter @LimitlessComp

SKILLS

Product Development & Management, Business Analysis & Strategy, Intellectual Property, Market & Product Research

Emphasis on
Emerging Technologies, Augmented & Virtual Reality (AR/VR), Mobile Software (iOS, Android), Architecture, Engineering, Construction (AEC) Industry, Cross-cultural Experience & International Markets

Current Technologies
3D Modeling Software, Visualization, Cloud Computing, AR/VR (mobile & device based), Remote Sensing, GIS, GPS

Leadership
Experienced project manager & product developer

EDUCATION

U of Colorado, Boulder
PhD, MA, Anthropology & Remote Sensing (2009, 2002)

Vassar College
BA, Anthropology (2000)

EXPERIENCE

Co-Founder/President, Limitless Computing Inc., Boulder, CO (2006-present)

Analyzed market need for a mobile Augmented Reality application for visualization of 3D software in the AEC industry & successfully launched SightSpace Pro technology. Understanding of product priority, execution, and realistic launch dates.

Co-Founder/President, Modern Grids, Boulder, CO (2006-2013)

Responsible for intellectual property portfolio of cloud computing technology (researched and wrote patents; launched cloud technology). Patent portfolio was acquired.

Consultant, Boulder, CO (2004-present)

Project #1. National Aeronautics and Space Administration (NASA), Huntsville, AL - Global Hydrology and Climate Center (GHCC). Aided in development of high-resolution satellite spectral signature to locate landscape features in Central America. Conducted laboratory & field analyses.

Project #2. U. of Colorado, Rochester Institute of Technology, NASA. Facilitated teams of researchers to successfully plan & deploy a large-scale satellite remote sensing and GIS project in Mexico. Continue to mentor PhD Candidate who is using the dataset.

Project #3. U. of Colorado; Institute of Archaeology, Belize Completed all aspects of satellite analysis & field project including planning, defining project parameters, securing funding, data collection (organization & analysis), & publication. Successfully met tight timeline within budget constraints.

Field Supervisor / Co-Principal Investigator, U. of Colorado, Boulder, CO (2000-2008)

Management and mentoring of field teams to conduct geophysical data acquisition, satellite ground truthing, GPS, and mapping.

HIGHLIGHTS

Intellectual Property

Researched, wrote, and drew figures for three granted US Patents (10,242,456; 10,115,048; 9,922,282) and two pending patents (16/262,526; 16/144,694) covering mobile AR and UAV/UAS.

Community Involvement

Frequent conference presenter and session organizer. Publisher of numerous professional articles including UNESCO case study.

SUBJECT: **ORDINANCE NO. 1786, SERIES 2019 – AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT THE SALE OF TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES, TO PERSONS UNDER THE AGE OF TWENTY-ONE – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 12/8/19)**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **MEGAN DAVIS, DEPUTY CITY MANAGER**
MELINDA CULLEY, KELLY PC

SUMMARY:

At the November 4, 2019 City Council Special Meeting Council requested that staff draft for Council consideration an ordinance to raise the minimum age for tobacco sales, including e-cigarettes and vaping products, to 21 within the City of Louisville.

In 2019 the Colorado State Legislature approved HB19-1033, allowing local governments to set more stringent regulations than state law regarding the access to cigarettes, tobacco and nicotine products, including vaping devices. Since its passage, at least 20 communities in Colorado have passed local ordinances limiting access to tobacco and vaping devices to adults over the age of 21, another 18 have implemented a licensing program for tobacco sales, 8 have increased prices of tobacco products through local taxes and 4 have banned the sales of flavored tobacco products. Ordinance 1786, Series 2019 would raise the legal age within the City of Louisville for the sale of any tobacco product, including electronic smoking devices, from 18 to 21.

On December 3, 2019 during first reading of Ordinance 1786, Series 2019, City Council members requested additional information regarding the authority granted to the City by HB19-1033. Specifically, whether there are other substances that can be vaped using the same devices as nicotine vaping devices, and if they can be regulated, and if there is an ability to “grandfather in” sales of cigarette, tobacco, and nicotine products to those currently between 18-21.

Regarding the first question: HB19-1033 amends certain sections of the Colorado Revised Statutes regarding the regulation of cigarettes, tobacco and nicotine products. It is specific to those substances and does not address the regulation of other substances other than cigarettes, tobacco or nicotine. There are other substances that can be inhaled through the same vaping mechanism that nicotine is vaped, such as caffeine, vitamins and marijuana. Recreational marijuana products, including marijuana vaping products, are already illegal to purchase or possess by anyone under the age of 21 pursuant to state law and pursuant to Louisville Municipal Code Sec. 9.76.020.

The other substances that may be vaped are not currently regulated, except at the local level, where local ordinances limit the purchase or possession of any vaping devices by minors under 21.

The current draft of Ordinance 1786, Series 2019 would prohibit the sale of any type of vaping devices to persons under the age of 21 because “electronic smoking device” is defined as “an electronic or battery-operated device that provides a vapor of nicotine or any other substance and the use or inhalation of which simulates smoking.” This language is also found in the Louisville Municipal Code Sec. 8.56.020, which is the section defining regulations for smoking in public places.

The second information item requested by Council would propose to graduate the minimum age, so that anyone who is currently 18-21 could still purchase cigarettes, tobacco and nicotine products.

According to Boulder County Public Health, there are currently no municipalities in the state of Colorado that have used this approach, and there are no national models for grandfathering in a tobacco 21 regulation by age. Based on the benefits of tobacco 21 regulations outlined by the National Institutes of Health, this would be counter to best practice for reducing tobacco use for several reasons.

First, many adolescents report getting their tobacco products from older youth, and this would continue the availability of cigarettes, tobacco and nicotine products to those 18-21 and those they may be supplying for longer. As a consequence, many more young people could become addicted in the next three years. In addition, the elimination of sales to current users 18-21 would encourage users to seek cessation earlier, thereby reducing the known health and neurological implications of prolonged use of nicotine products in the still-developing brain of young adults.

This approach is also inconsistent with regulations of our neighboring communities, which would not address the goal to prevent youth from going across jurisdictional boundaries where there may be a younger purchase age.

In addition to the public health and regional consistency issues, there are implementation and administrative concerns associated with this approach. Under the currently written ordinance, which would become effective 30 days after publication, all sales to anyone under 21 would be illegal immediately upon the effective date of the ordinance. Under a grandfathering approach, the vendor and enforcement officers would have to review the birth date of the purchaser in relation to the implementation or effective date of the ordinance. The City would not have a uniform age of 21 until 2023.

Staff was not able to find any models for language to implement this type of approach, but the City has reviewed the language used when the State of Wisconsin changed the age to purchase and consume alcohol from 18 to 21 years. If City Council is interested

in considering this approach, the language below could be inserted into Ordinance 1786, Series 2019 in order to implement the age restriction in such a way as to graduate the purchase age to grandfather in current 18-21 year olds. This approach would require the development of additional education and informational materials to be made available to retail vendors and enforcement.

Ordinance No. 1786, Series 2019 – Optional grandfathering language.

Sec. 9.78.050. Applicability.

This Chapter 9.78 applies to persons who attain the age of twenty-one (21) after January 1, 2023.

BACKGROUND:
According to the 2017 National Youth Risk Behavior Survey, Colorado has a higher prevalence of vaping use among high schoolers than the national average, with a state rate of 26.2% of high schoolers vs. 13.2% nationally. Boulder Valley School District students use nicotine vaping products at an even higher rate than those students in other districts across the state, according to the Healthy Kids Colorado study, with 33% of BVSD high school students consuming tobacco vapor regularly (30 days) and 46% having tried vaping.

The National Institute of Medicine reported that raising the tobacco sale age to 21 will have a substantial positive impact on public health and save lives, finding that raising the tobacco sale age will significantly reduce the number of adolescents and young adults who start smoking, reduce smoking-caused deaths, and immediately improve the health of adolescents, young adults and young mothers who would be deterred from smoking, as well as their children.

In October, 2019, the cities of Boulder and Lafayette, Town of Superior and City and County of Broomfield all raised the age for sale to and/or purchase of tobacco and vaping products to 21. Some of these communities also approved additional measures to restrict access to tobacco products, including vaping products, and to support funding for enforcement, education and cessation.

A table of municipal policies around tobacco and vaping within our region is below.

Community/municipality	Purchase/possess/ consume age of 21 and over for all tobacco products (including vaping/e-cigarettes)	Flavor ban (on vaping and/or all tobacco	Licensing requirement for vaping and/or tobacco retailers	Tax on vaping and/or tobacco products
City of Boulder	Yes	Yes – vaping products	No	Yes – vaping products only, 40% tax
City and County of Broomfield	Yes	No	Yes – all tobacco	No
City of Lafayette	Yes	No	No	No
Town of Superior	Yes	No	No	No
City of Longmont	--	--	--	--
Town of Erie	--	--	--	--

Boulder County Public Health (BCPH) is working to establish a collaborative approach by communities across the region to develop comprehensive tobacco related ordinances that will best protect the health of the community, particularly youth. On Thursday, November 21 BCPH held a county-wide community forum on vaping and tobacco regulation, and provided the following four recommendations for local action. On December 4, 2019 they presented the presentation and feedback from that session to the Consortium of Cities. The presentation from the forum is attached, and the four recommendations they discussed are:

1. Licensing and enforcement
2. Increase sales age to 21 for all products
3. Flavor ban on all products
4. Increase taxes on all products

If approved, Ordinance 1786, Series 2019 would implement number two on the above list. The ordinance modifies Title 9 of the Louisville Municipal Code, by adding new language, Chapter 9.78 to “protect the health, safety and welfare of persons under the age of twenty-one(21) by prohibiting the sale of tobacco, e-cigarettes, vaporizers and similar products to persons under the age of twenty-one (21).”

The ordinance before you does not include the language found in some other “T-21” policies regarding minors in possession. The City staff discussed the option of including language that prohibits individuals under the age of 21 from possessing or purchasing

tobacco products. Staff determined for the following reasons the minor in possession language should not be included at this time:

- We do not have the additional enforcement resources necessary to support this.
- There are currently few or no cessation resources to connect people with when they are cited for possession.
- There is limited state and federal regulatory oversight around e-cigarettes and vaping products, and many young people have now become addicted to nicotine. This criminalizes that addiction.
- With limited state oversight around tobacco use, particularly vaping, there is inconsistency in regulations across municipalities. Individuals under 21 may lawfully purchase tobacco in another community and bring it to the City of Louisville, where (if minors in possession were included) possession would be illegal.

FISCAL IMPACT:
There would be additional education and enforcement services necessary to support this ordinance, but staff determined this will be within the current capacity of our Police Department existing resources.

PROGRAM/SUB-PROGRAM IMPACT:
This ordinance supports the City's Public Safety and Justice Program area, by helping to ensure a safe community.

RECOMMENDATION:
Staff recommends approval and adoption of Ordinance 1786, Series 2019 on Second Reading, as it will help protect the health, safety and welfare of Louisville residents, particularly youth and teens by increasing the age at which individuals can legally purchase and possess tobacco and vaping products.

City Council may provide direction to staff regarding the inclusion of a grandfather clause in Ordinance 1786, Series 2019. Staff does not recommend the inclusion of this provision, for reasons outlined in this memo.

ATTACHMENT(S):
1. Ordinance 1786, Series 2019
2. Presentation
3. HB19-1033
4. Boulder County Public Health PowerPoint on Tobacco
5. CDC factsheet on e-cigarettes

STRATEGIC PLAN IMPACT:

☐	Financial Stewardship & Asset Management	☐	Reliable Core Services
☒	Vibrant Economic Climate	☐	Quality Programs & Amenities
☐	Engaged Community	☒	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

ORDINANCE NO. 1786
SERIES 2019

AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT THE SALE OF TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES, TO PERSONS UNDER THE AGE OF TWENTY-ONE

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, House Bill 19-1033, effective July 1, 2019, authorizes the City to prohibit minors from purchasing "any cigarettes, tobacco products, or nicotine products" and to "impose requirements more stringent" than those provided by State law; and

WHEREAS, national data shows that about 95 percent of adult smokers begin smoking before they turn 21, and about three-quarters of adult smokers first try smoking before age 18, with four out of five smokers becoming regular, daily smokers before they turn 21, making the 18-21 age range a critical time when many smokers transition to regular use of cigarettes; and

WHEREAS, the Centers for Disease Control and Prevention reported a more than 800 percent increase in electronic cigarette use among middle school and high school students between 2011 and 2015, with 1.5 million more youth e-cigarette users in 2018 than 2017, and those youth who were using e-cigarettes were using them more often; and

WHEREAS, Boulder Valley School District high school students are using e-cigarettes at higher rates (33 percent) than the State of Colorado (26 percent) and higher than the national rate (13 percent), according to the Colorado Department of Public Health and Environment's 2017 Healthy Kids Colorado survey; and

WHEREAS, a survey of 37 states found that Colorado had the highest level of vaping among high school students and Colorado high school student use was double the national average; and

WHEREAS, according to the Preventing Tobacco Addiction Foundation, 350 teens become regular smokers each day in the United States, most procuring their tobacco and e-cigarette products from their 18 to 20-year old peers; and

WHEREAS, the U.S. Surgeon General reports that nicotine has been proven to lead to lifelong addiction for youth and negatively impacts adolescent brain development, including affecting working memory and attention; and

WHEREAS, a March 2015 report by the Institute of Medicine concluded that raising the tobacco sale age to 21 will have a substantial positive impact on public health and save lives, finding that raising the tobacco sale age will significantly reduce the number of adolescents and young adults who start smoking; reduce smoking-caused deaths; and immediately improve the

health of adolescents, young adults and young mothers who would be deterred from smoking, as well as their children; and

WHEREAS, by raising the minimum legal age to purchase tobacco products, including electronic smoking devices and related products, to 21 instead of 18, legal purchasers will be less likely to be in the same social networks as high school students and, therefore, less able to sell or give cigarettes to them; and

WHEREAS, the City Council finds that this ordinance furthers and is necessary for the protection of the public health, safety and welfare.

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

Section 1. Title 9 of the Louisville Municipal Code is hereby amended by the addition of a new Chapter 9.78 to read as follows:

Chapter 9.78
Tobacco Products

Sec. 9.78.010. Intent.

It the intent of this Article to protect the health, safety and welfare of persons under the age of twenty-one (21) years by prohibiting the sale of tobacco, e-cigarettes, vaporizers and similar products to persons under the age of twenty-one (21).

Sec. 9.78.020. Definitions.

For purposes of this Article, the following words shall have the meaning ascribed hereafter:

Electronic smoking device means an electronic or battery-operated device that provides a vapor of nicotine or any other substance and the use or inhalation of which simulates smoking. This term shall include every variation and type of such devices whether they are manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pen, electronic pipe, electronic hookah, vape pen, vape mod or any other product name or descriptor for such devices and includes any product intended for use with an electronic smoking device, including refills, cartridges, and component parts of a product whether or not marketed or sold separately. “Electronic smoking device” does not include an inhaler, nebulizer, or vaporizer that is approved by the federal Food and Drug Administration (“FDA”) for the delivery of medication.

Tobacco paraphernalia means any item designed or marketed for the consumption, use, or preparation of a tobacco product.

Tobacco product means:

(1) Any product containing, made, or derived from tobacco or that contains nicotine or synthetic nicotine that is intended for human consumption or is likely to be consumed whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff or snus, but excluding any product made from or derived from tobacco and approved by the FDA for use in connection with cessation of smoking.

(2) Any electronic smoking device; or

(3) Any tobacco paraphernalia.

Tobacco retailer means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, any tobacco product.

Sec. 9.78.030. Prohibited sale of tobacco products.

(a) It is unlawful for any person to sell, exchange, give, deliver, gift, loan, furnish or cause or permit to be sold, exchanged, delivered, loaned or otherwise furnished and/or transferred any tobacco product to any person who is under the age of twenty-one (21).

(b) Each tobacco product retailer shall display a warning sign having a minimum height of five inches and width of eight inches in a prominent place within the establishment, reading as follows:

WARNING
IT IS ILLEGAL FOR ANY PERSON TO SELL TOBACCO, E-CIGARETTES AND VAPORIZER PRODUCTS TO ANY PERSON UNDER TWENTY-ONE YEARS OF AGE

Sec. 9.78.040. Violations; penalty.

Any person who violates any provision of this Chapter shall be subject to the penalty provided in Section 1.28.010 of this Code.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. City Council hereby

declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. 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 3rd day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly, PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

ORDINANCE NO. 1786, SERIES 2019

AN ORDINANCE AMENDING THE LOUISVILLE MUNICIPAL CODE TO PROHIBIT THE SALE OF TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES, TO PERSONS UNDER THE AGE OF TWENTY-ONE

DECEMBER 17TH, 2019

Youth vaping in Colorado and BVSD

- 33% of BVSD students report regular/current vaping of tobacco
- 13% of American teens report vaping whereas 26% of Colorado teens report vaping
- 14% of BVSD Middle Schoolers report trying vaping and 5% report ever using cigarettes
- In Colorado, the largest age group for vaping (up to 40% of all e-cigarette users) are 18 – 24 years

Colorado HB19-1033 Authorities

- New legislation provides additional authority to local governments regarding the regulation of cigarettes, tobacco and nicotine.
- Authorizes a statutory or home rule city or town to enact an ordinance regulating the sale of cigarettes, tobacco products, or nicotine products to minors.
- From state income tax money, the state currently apportions an amount equal to 27% of state cigarette tax revenues to cities, towns, and counties in proportion to the amount of state sales tax revenues collected within their boundaries. In order to receive their allocation of this money, cities, towns, and counties are prohibited from imposing their own fees, licenses, or taxes on cigarette sales or from attempting to impose a tax on cigarettes.

Colorado HB19-1033 Authorities

- Authorizes a statutory or home rule city or town, city and county, or county, if approved by a vote of the people within the statutory or home rule city or town, city and county, or county, to impose a special sales tax on the sale of cigarettes, tobacco products, or nicotine products.
- A city, town, or county that successfully imposes a tax on cigarette sales loses its apportioned state cigarette tax revenues

Colorado HB19-1033 Authorities

- Removes the prohibition with respect to fees or licenses that a city, town, or county imposes or with respect to a tax that a city, town, or county attempts to impose, thus allowing cities, towns, and counties to impose fees or licenses
- Provides for a county's special sales tax to apply to a municipality within the boundary of the county unless the municipality, if approved by a vote of the people within the municipality, enacts its own such special sales tax

Local government actions

- Increase sales/purchase age to 21
- Prohibit possession by minors under 21
- Licensing and enforcement of sales
- Increase taxes
- Flavor bans

Ordinance 1786, Series 2019

- Prohibits the sale of any tobacco product to anyone under the age of 21.
- Tobacco product is defined to include any product made or derived from tobacco or nicotine that is intended to be consumed whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested, such as cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff or snus, any electronic smoking device, and any tobacco paraphernalia.
- Requires a retailer to display a sign indicating that it is illegal to sell cigarettes, tobacco or any vaporizer products to any person under 21 years of age.

Potential change to proposed ordinance:

Language to except minors currently age 18 – 21:

Sec. 9.78.050. Applicability.

This Chapter 9.78 applies to persons who attain the age of twenty-one (21) after January 1, 2023.

An Act

HOUSE BILL 19-1033

BY REPRESENTATIVE(S) Tipper and Kennedy, Arndt, Bird, Caraveo, Duran, Galindo, Gonzales-Gutierrez, Jaquez Lewis, Kipp, Lontine, McCluskie, Mullica, Roberts, Becker, Froelich, Snyder;
also SENATOR(S) Fields and Priola, Court, Gonzales.

CONCERNING A LOCAL GOVERNMENT'S AUTHORITY TO REGULATE PRODUCTS CONTAINING NICOTINE.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-13-121, **amend** (3) as follows:

18-13-121. Furnishing cigarettes, tobacco products, or nicotine products to minors. (3) Nothing in this section prohibits a statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits a ~~person under eighteen years of age~~ MINOR from purchasing any cigarettes, tobacco products, or nicotine products or imposes requirements more stringent than provided in this section.

SECTION 2. In Colorado Revised Statutes, 25-14-301, **amend**

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(3)(c) and (4) as follows:

25-14-301. Possession of cigarettes, tobacco products, or nicotine products by a minor prohibited - definitions. (3) As used in this section, unless the context otherwise requires:

(c) "Tobacco product" ~~shall have~~ HAS the same meaning as ~~set forth in~~ "CIGARETTE, TOBACCO PRODUCT, OR NICOTINE PRODUCT", AS DEFINED IN section 18-13-121 (5). ~~C.R.S.~~

(4) Nothing in this section ~~shall be construed to prohibit any~~ PROHIBITS A statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits the possession of cigarettes, ~~or~~ tobacco products, OR NICOTINE PRODUCTS by a ~~person who is under eighteen years of age~~ MINOR or imposes requirements more stringent than provided in this section.

SECTION 3. In Colorado Revised Statutes, **add** article 30 to title 29 as follows:

ARTICLE 30
Regulation of Cigarettes, Tobacco Products, and Nicotine Products

29-30-101. Regulation of cigarettes, tobacco products, and nicotine products. THE CITY COUNCIL OF A STATUTORY OR HOME RULE CITY OR THE TOWN COUNCIL OF A STATUTORY TOWN MAY ADOPT AN ORDINANCE TO REGULATE THE POSSESSION OR PURCHASING OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, AS DEFINED IN SECTION 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 4. In Colorado Revised Statutes, 30-15-401, **amend** (1.5) as follows:

30-15-401. General regulations - definitions. (1.5) In addition to any other powers, the board of county commissioners has the power to adopt a resolution or an ordinance ~~prohibiting minors from possessing~~ TO REGULATE THE POSSESSION OR PURCHASING OF cigarettes, ~~or~~ tobacco products, OR NICOTINE PRODUCTS, as defined by section ~~39-28.5-101 (5),~~

~~C.R.S.~~ 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 5. In Colorado Revised Statutes, 39-22-623, **amend** (1) introductory portion and (1)(a)(II)(A) as follows:

39-22-623. Disposition of collections - definition. (1) The proceeds of all ~~moneys~~ MONEY collected under this ~~article~~ ARTICLE 22, less the reserve retained for refunds, shall be credited as follows:

(a) (II) (A) Effective July 1, 1987, an amount equal to twenty-seven percent of the gross state cigarette tax shall be apportioned to incorporated cities and incorporated towns ~~which~~ THAT levy taxes and adopt formal budgets and to counties. For the purposes of this section, a city and county ~~shall be~~ IS considered ~~as~~ a city. The city or town share shall be apportioned according to the percentage of state sales tax revenues collected by the department of revenue in an incorporated city or town as compared to the total state sales tax collections that may be allocated to all political subdivisions in the state; the county share shall be the same as that which the percentage of state sales tax revenues collected in the unincorporated area of the county bears to total state sales tax revenues ~~which~~ THAT may be allocated to all political subdivisions in the state. The department of revenue shall certify to the state treasurer, at least annually, the percentage for allocation to each city, town, and county, and ~~such~~ THE DEPARTMENT SHALL APPLY THE percentage for allocation ~~so~~ certified ~~shall be applied by said department~~ in all distributions to cities, towns, and counties until changed by certification to the state treasurer. In order to qualify for distributions of state income tax ~~moneys~~ MONEY, units of local government are prohibited from imposing ~~fees, licenses, or~~ taxes on any person as a condition for engaging in the business of selling cigarettes. ~~or from attempting in any manner to impose a tax on cigarettes.~~ For purposes of this ~~paragraph (a)~~ SUBSECTION (1)(a)(II), the "gross state cigarette tax" means the total tax before the discount provided for in section 39-28-104 (1) FOR ANY CITY, TOWN, OR COUNTY THAT WAS PREVIOUSLY DISQUALIFIED FROM THE APPORTIONMENT SET FORTH IN THIS SUBSECTION (1)(a)(II)(A) BY REASON OF IMPOSING A FEE OR LICENSE RELATED TO THE SALE OF CIGARETTES, THE CITY, TOWN, OR COUNTY IS ELIGIBLE FOR ANY ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED, BUT NOT FOR AN ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE

BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED.

SECTION 6. In Colorado Revised Statutes, **amend** 39-28-112 as follows:

39-28-112. Taxation of cigarettes, tobacco products, or nicotine products by municipalities, counties, and city and counties - definitions. (1) ~~No provision of~~ This ~~article shall be construed to~~ ARTICLE 28 DOES NOT prevent ~~the~~ A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY IN THIS STATE FROM imposing, levying, and collecting ~~of~~ any SPECIAL SALES tax upon sales of cigarettes, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, or upon the occupation or privilege of selling cigarettes, ~~by any city or town in this state~~ TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, nor ~~shall the provisions of~~ DOES this ~~article be interpreted to~~ ARTICLE 28 affect any existing authority of local ~~municipalities~~ GOVERNMENTS to impose a SPECIAL SALES tax on cigarettes, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS to be used for local and ~~municipal~~ GOVERNMENTAL purposes.

(2) (a) EACH COUNTY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS UNDER THE FOLLOWING CIRCUMSTANCES:

(I) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE UNINCORPORATED AREAS OF THE COUNTY;

(II) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE MUNICIPALITIES WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT DO NOT LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. THE COUNTY MAY LEVY A SPECIAL SALES TAX IN A MUNICIPALITY PURSUANT TO THIS SUBSECTION (2)(a)(II) ONLY UNTIL THE MUNICIPALITY OBTAINS VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. IF THE MUNICIPALITY OBTAINS

SUCH VOTER APPROVAL, THE COUNTY SPECIAL SALES TAX AUTHORIZED BY THIS SUBSECTION (2)(a)(II) IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(III) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN EACH MUNICIPALITY WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT LEVIES A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, IF THE GOVERNING BODY OF THE COUNTY AND THE GOVERNING BODY OF THE MUNICIPALITY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE COUNTY'S LEVY, COLLECTION, ENFORCEMENT, AND ADMINISTRATION OF A COUNTY SPECIAL SALES TAX UPON ALL SALES OF ALL CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY. AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO THIS SUBSECTION (2)(a)(III) MAY INCLUDE A PROVISION FOR THE APPORTIONMENT OF A SPECIFIED PERCENTAGE OF THE GROSS COUNTY CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS SPECIAL SALES TAX REVENUE COLLECTED BY THE COUNTY TO THE MUNICIPALITY.

(b) NOTWITHSTANDING SECTION 29-2-103 (2), A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX PURSUANT TO THIS SUBSECTION (2) IN LESS THAN THE ENTIRE COUNTY WHEN THE COUNTY SATISFIES ONE OR MORE OF THE CONDITIONS OF THIS SUBSECTION (2).

(c) NO SPECIAL SALES TAX SHALL BE LEVIED PURSUANT TO THIS SUBSECTION (2) UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE COUNTY IN ACCORDANCE WITH ARTICLE 2 OF TITLE 29. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH THIS SUBSECTION (2) SHALL BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE COUNTY ONLY ON THE DATE OF THE STATE GENERAL ELECTION OR ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR. ANY ELECTION ON THE PROPOSAL MUST BE

CONDUCTED BY THE COUNTY CLERK AND RECORDER IN ACCORDANCE WITH THE "UNIFORM ELECTION CODE OF 1992", ARTICLES 1 TO 13 OF TITLE 1.

(3) IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(4) (a) EACH MUNICIPALITY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A MUNICIPAL SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS.

(b) A SPECIAL SALES TAX SHALL NOT BE LEVIED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE MUNICIPALITY IN ACCORDANCE WITH ARTICLE 10 OF TITLE 31. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH SUBSECTION (4)(a) OF THIS SECTION MUST BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE MUNICIPALITY ON THE DATE OF THE STATE GENERAL ELECTION, ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR, OR ON THE DATE OF A MUNICIPAL BIENNIAL ELECTION. ANY ELECTION ON THE PROPOSAL MUST BE CONDUCTED BY THE CLERK OF THE MUNICIPALITY IN ACCORDANCE WITH THE "COLORADO MUNICIPAL ELECTION CODE OF 1965", ARTICLE 10 OF TITLE 31.

(5) IF A COUNTY OR MUNICIPALITY OBTAINED APPROVAL FROM THE ELIGIBLE ELECTORS OF THE COUNTY OR MUNICIPALITY PRIOR TO THE EFFECTIVE DATE OF THIS SUBSECTION (5), TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE SPECIAL SALES TAX IS VALID AND THE COUNTY OR MUNICIPALITY IS AUTHORIZED TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX; EXCEPT THAT, IN THE CASE OF A COUNTY, THE COUNTY IS AUTHORIZED TO CONTINUE

TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX SO LONG AS THE COUNTY COMPLIES WITH SUBSECTION (2) OF THIS SECTION. IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (3) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(6) (a) NOTWITHSTANDING ARTICLE 2 OF TITLE 29, A SPECIAL SALES TAX IMPOSED BY A COUNTY OR MUNICIPALITY PURSUANT TO THIS SECTION SHALL NOT BE COLLECTED, ADMINISTERED, OR ENFORCED BY THE DEPARTMENT OF REVENUE, BUT SHALL INSTEAD BE COLLECTED, ADMINISTERED, AND ENFORCED BY THE COUNTY OR MUNICIPALITY IMPOSING THE SPECIAL SALES TAX.

(b) A COUNTY OR MUNICIPALITY IN WHICH A SPECIAL SALES TAX IS IMPOSED PURSUANT TO THIS SECTION MAY AUTHORIZE A RETAILER SELLING CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO RETAIN A PERCENTAGE OF THE SPECIAL SALES TAX COLLECTED PURSUANT TO THIS SECTION TO COVER THE EXPENSES OF COLLECTING AND REMITTING THE SPECIAL SALES TAX TO THE COUNTY OR MUNICIPALITY. THE COUNTY OR MUNICIPALITY SHALL DETERMINE THE PERCENTAGE THAT A RETAILER MAY RETAIN PURSUANT TO THIS SUBSECTION (6)(b).

(7) A COUNTY OR MUNICIPALITY IN WHICH THE ELIGIBLE ELECTORS HAVE APPROVED A SPECIAL SALES TAX PURSUANT TO THIS SECTION MAY CREDIT THE REVENUES COLLECTED FROM THE SPECIAL SALES TAX TO THE GENERAL FUND OF THE COUNTY OR MUNICIPALITY OR TO ANY SPECIAL FUND CREATED IN THE COUNTY'S OR MUNICIPALITY'S TREASURY. THE GOVERNING BODY OF A COUNTY OR MUNICIPALITY MAY USE REVENUES COLLECTED FROM THE SPECIAL SALES TAX IMPOSED PURSUANT TO THIS SECTION FOR ANY PURPOSE AS DETERMINED BY THE GOVERNING BODY.

(8) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE

REQUIRES:

(a) "CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS" HAS THE SAME MEANING AS SET FORTH IN SECTION 18-13-121 (5).

(b) "SPECIAL SALES TAX" MEANS A SALES TAX IMPOSED BY A LOCAL GOVERNMENT THAT IS SEPARATE FROM A GENERAL SALES TAX IMPOSED PURSUANT TO SECTION 29-2-102 OR 29-2-103, AS APPLICABLE, AND MAY BE IMPOSED IN ADDITION TO THE TAXES IMPOSED PURSUANT TO THIS PART 1.

SECTION 7. In Colorado Revised Statutes, **amend** 39-28.5-109 as follows:

39-28.5-109. Taxation by cities and towns. ~~No provision of~~ This ~~article shall be construed to~~ ARTICLE 28.5 DOES NOT prevent ~~the~~ A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY FROM imposing, levying, and collecting ~~of~~ any SPECIAL SALES tax upon sales of CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, AS THAT TERM IS DEFINED IN SECTION 18-13-121 (5), or upon the occupation or privilege of selling ~~such~~ CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE products. ~~by any city or town in this state, nor shall the provisions of~~ This ~~article be interpreted to~~ ARTICLE 28.5 DOES NOT affect any existing authority of local ~~municipalities~~ GOVERNMENTS to impose a SPECIAL SALES tax on CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, IN ACCORDANCE WITH SECTION 39-28-112, to be used for local and ~~municipal~~ GOVERNMENTAL purposes.

SECTION 8. Effective date. This act takes effect July 1, 2019.

SECTION 9. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Leroy M. Garcia
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED March 28, 2019 at 2:35 p.m.
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Reducing Youth Access to Tobacco Products: A Boulder County Collaborative

BOULDER COUNTY PUBLIC HEALTH
Opportunity for a healthy life.

Why We're Here Tonight

- All youth, regardless of where they live in Boulder County, deserve the same protections from tobacco.
- Goal:
  1. Discuss common strategies
  2. Form a task force to execute the work

TEPP's Community Assessment Helped Prioritize Our Work

Tobacco Retail Licensing

- Raise the Minimum Age for Tobacco Sales to 21
- Raise the Price of Tobacco Products
- Ban Flavored Tobacco Products

Smoke-free Protection Expansion

- Include E-Cigarettes as Part of Smoking Restrictions
- Make Restaurant and Bar Patios Smoke-free
- Make Parks, Trails, and Open Spaces Smoke-free

Colorado Communities Are Taking Action

- Raising minimum legal sales age to 21 (20)
- Licensing and Enforcement (18)
- Increasing Price (8)
- Banning Flavors (4)

Communities in Boulder County Are Taking Action

Tobacco Regulations in Boulder County

Price

Price

T21

T21

T21

T21

Flavors

Flavors

Smoke-free: Parks, Rec, or Open Space

Parks, Rec, or Open Space

Parks, Rec, or Open Space

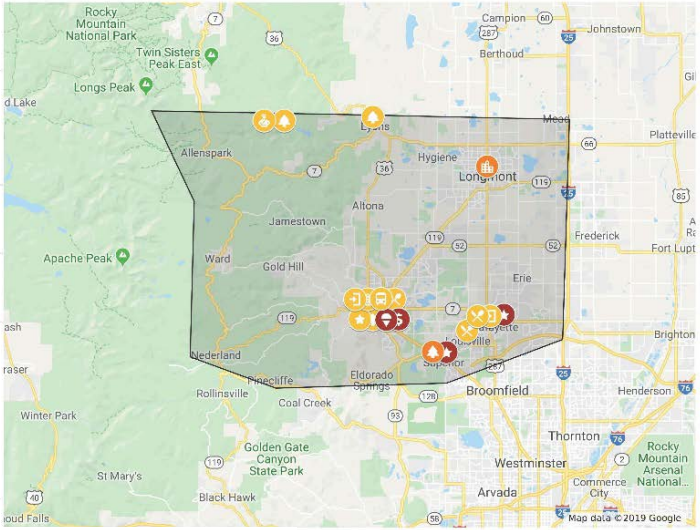
Parks, Rec, or Open Space

Parks, Rec, or Open Space

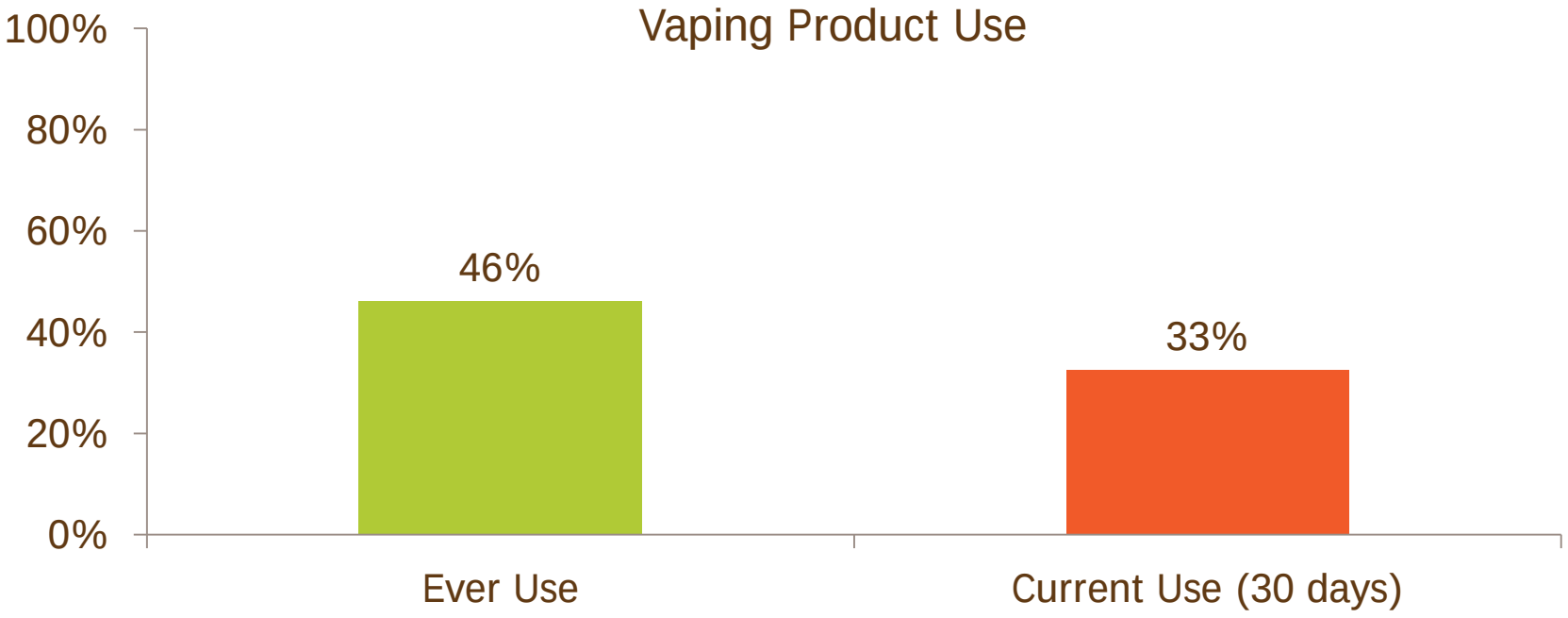
Parks, Rec, or Open Space

Smoke-free: Outdoor malls and downtown areas

Outdoor Malls and Downtown Areas

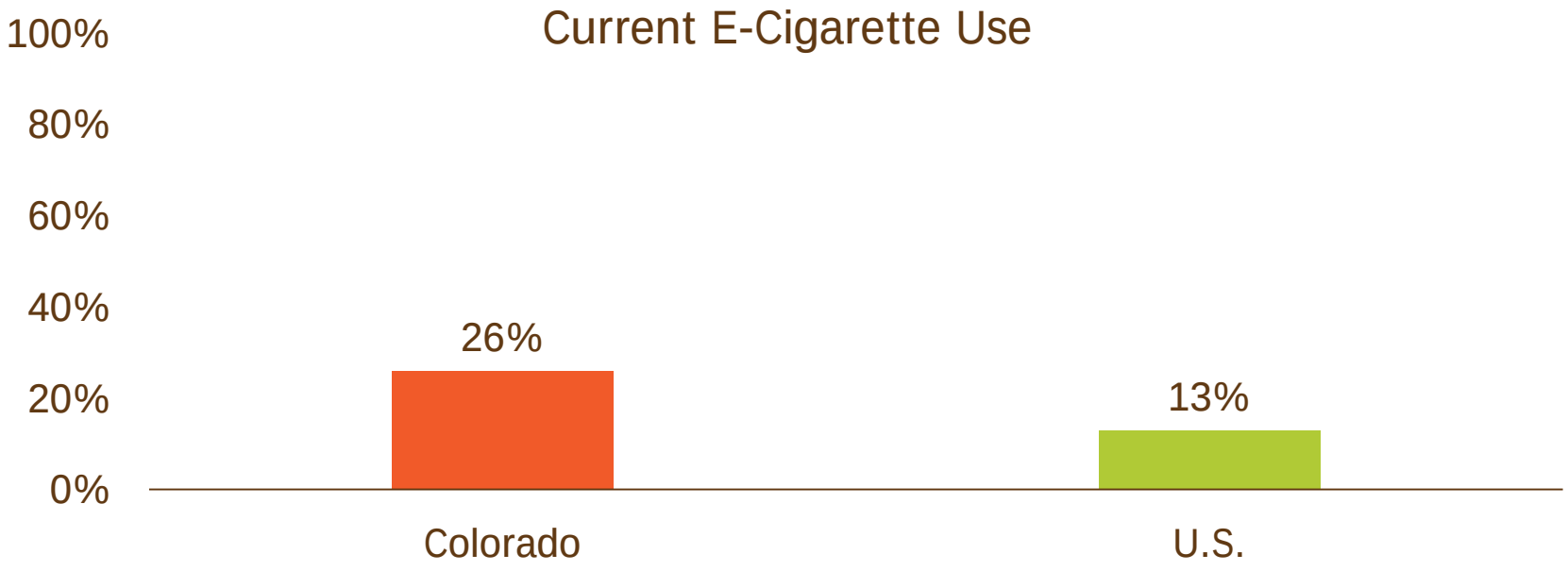


Our High School Students Are Vaping



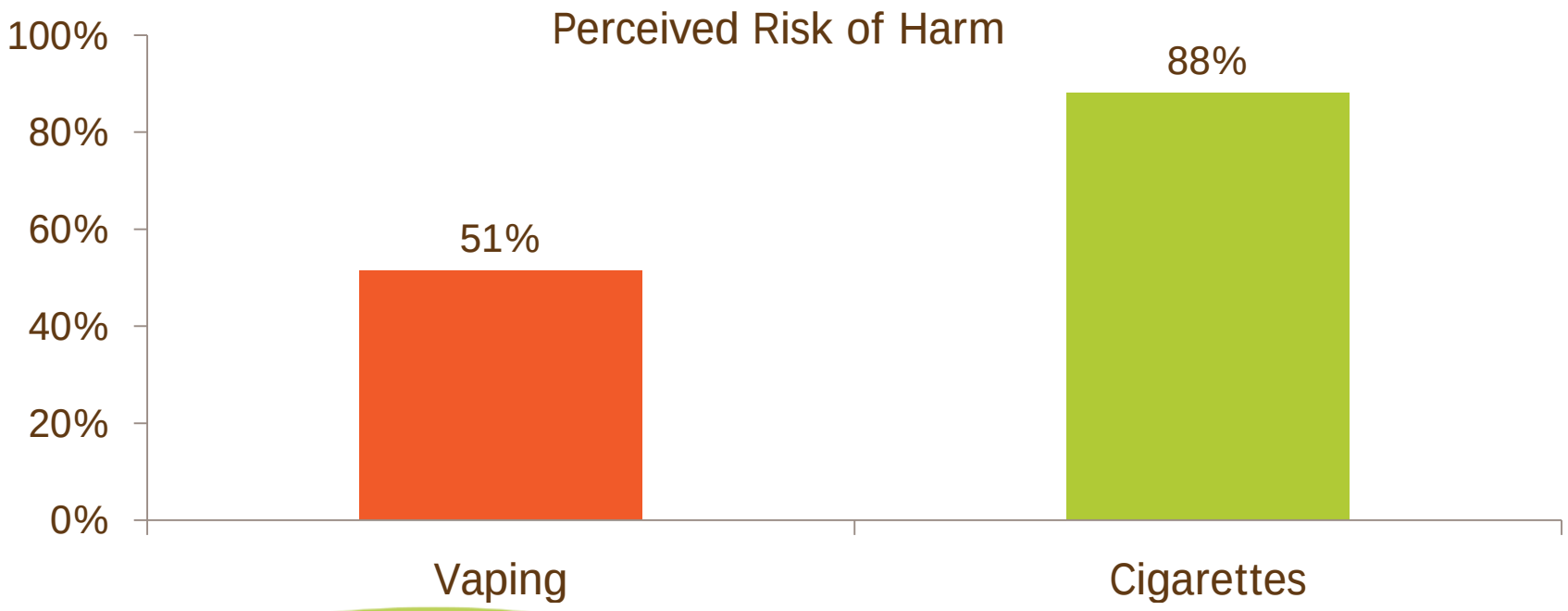
Boulder Valley School District High Schools, 2017 Healthy Kids Colorado Survey

Colorado's Youth Vaping Prevalence is Higher than the National Average



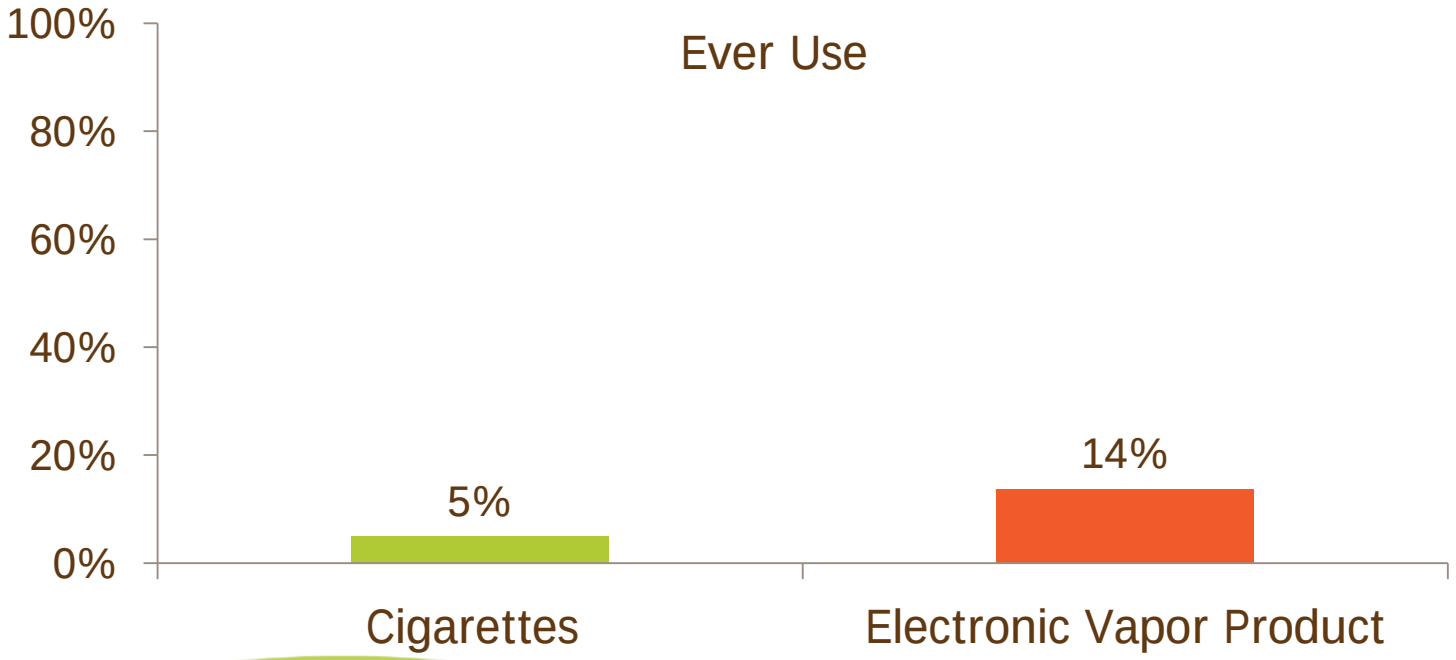
2017 National Youth Risk Behavior Survey

Youth Perceive Cigarettes Riskier than Vaping



Boulder Valley School District High Schools, 2017 Healthy Kids Colorado Survey

Our Middle School Students Are Experimenting

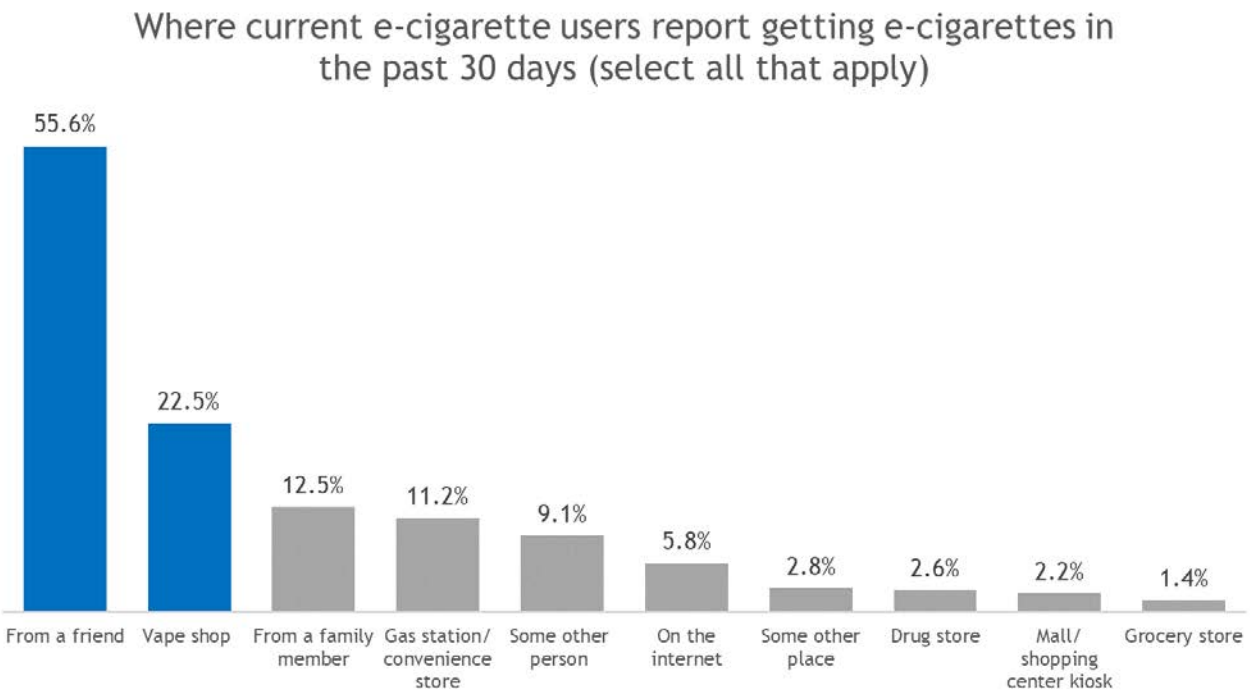


Boulder Valley School District Middle Schools, 2017 Healthy Kids Colorado Survey

Access to Products is Related to Use

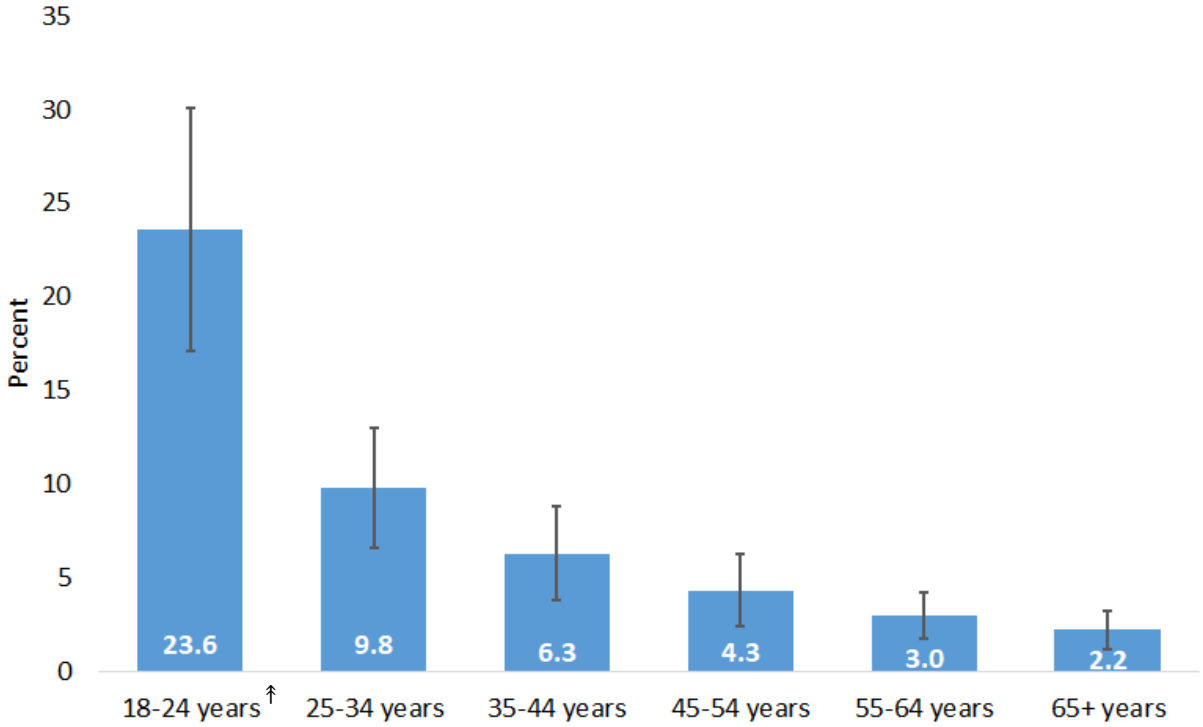
- Reported easy access to e-cigarettes is significantly higher among Colorado students in lower poverty schools, students in older grades, and male students.
- After controlling for demographic factors, Colorado students who reported easy access to e-cigarettes were **over 5 times more likely to be current e-cigarette users** than students who reported that access was sort of or very hard.

Youth Users are Getting E-cigarettes From a Variety of Sources



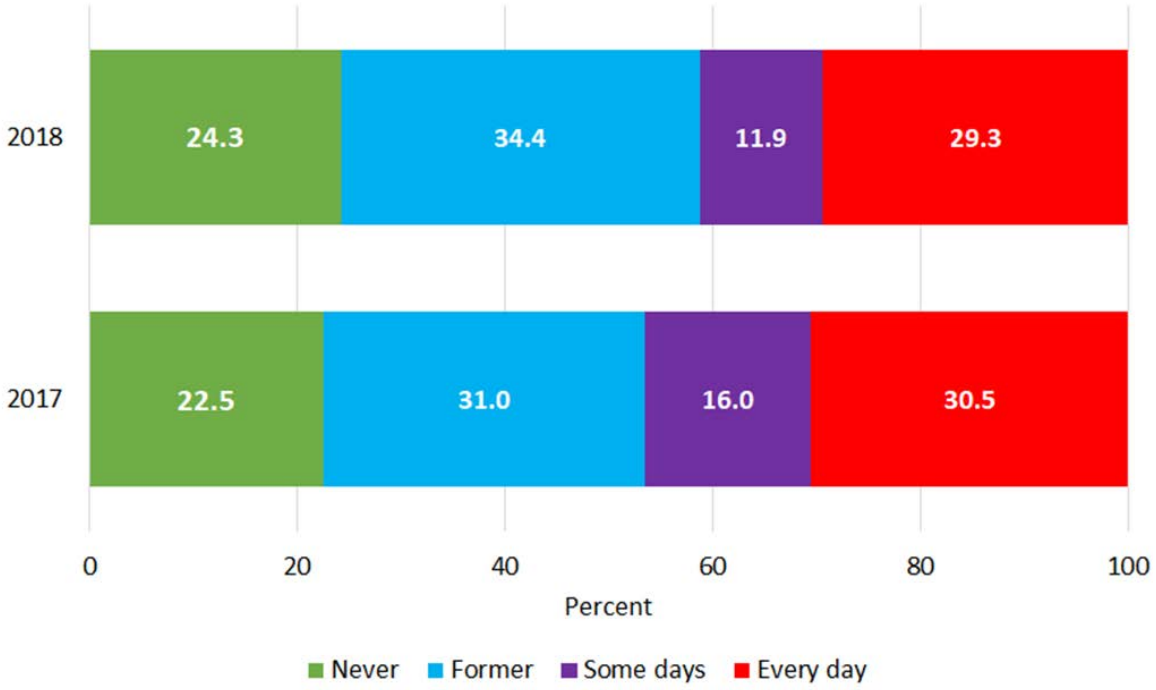
National Middle and High Schools, 2018 National Youth Tobacco Survey

Current E-cigarette Use by Age



↟ Statistically significant differences between groups
Colorado Adults, 2018 Behavioral Risk Factor Surveillance System

Smoking Status Among Current E-cigarette Users



Colorado Adults, 2017 & 2018 Behavioral Risk Factor Surveillance System

Young Adult E-cigarette Users are More Likely to be Never Smokers

- Young adults (18-24) make up almost 40% of Colorado adult e-cigarette users.
- Nearly half (45.5%) of all young adult e-cigarette users have never smoked cigarettes.
- In older populations, the majority of e-cigarette users are former or current cigarette users.

Discussion Questions

- What questions do you have about the data?
- What surprised you the most?

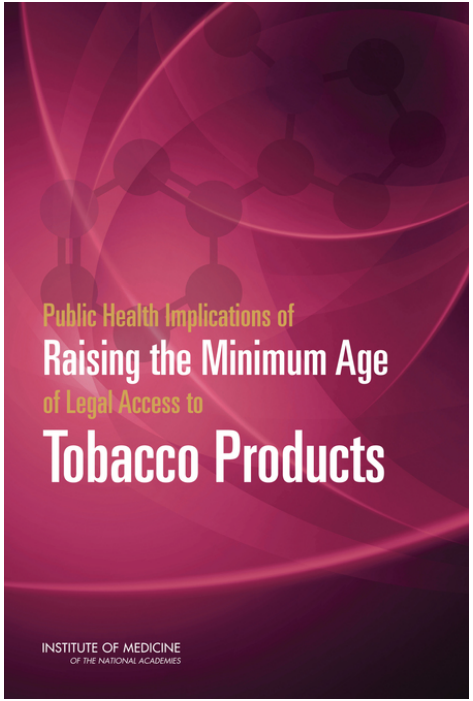
Licensing Tobacco/Nicotine Retailers Works

- Limits youth access
- Creates self-financing to fund enforcement

Enforcement Models

- Local Public Health Department
- Police Department
- Other Municipal Department (Department of Safety and Inspections)
- Private company (JBS International) contracted by Food and Drug Administration (FDA)
- Nonprofit community organization (Community Action Service and Advocacy)
- Code Enforcement

Increasing Minimum Legal Sales Age to 21 Works

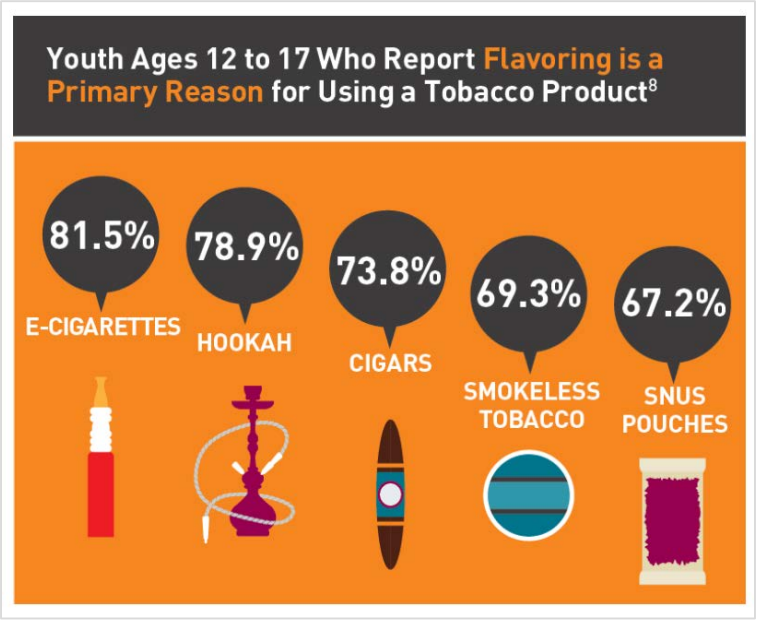


The Institute of Medicine concluded that raising the tobacco sales age to 21 will have a positive impact on public health and save lives.

Why Should we be Concerned about Minors in Possession?

1. Diverts attention from effective strategies.
2. Lays the blame for tobacco use on youth.
3. Enforcement is not equal.
4. Many youth are addicted. Penalizing youth may deter them from seeking support.
5. Relieves the industry of responsibility for its marketing practices.

Youth Report Flavor as a Primary Reason for Using Tobacco Products



Restricting Flavored Tobacco Products Works

2009 ban on flavored cigarettes

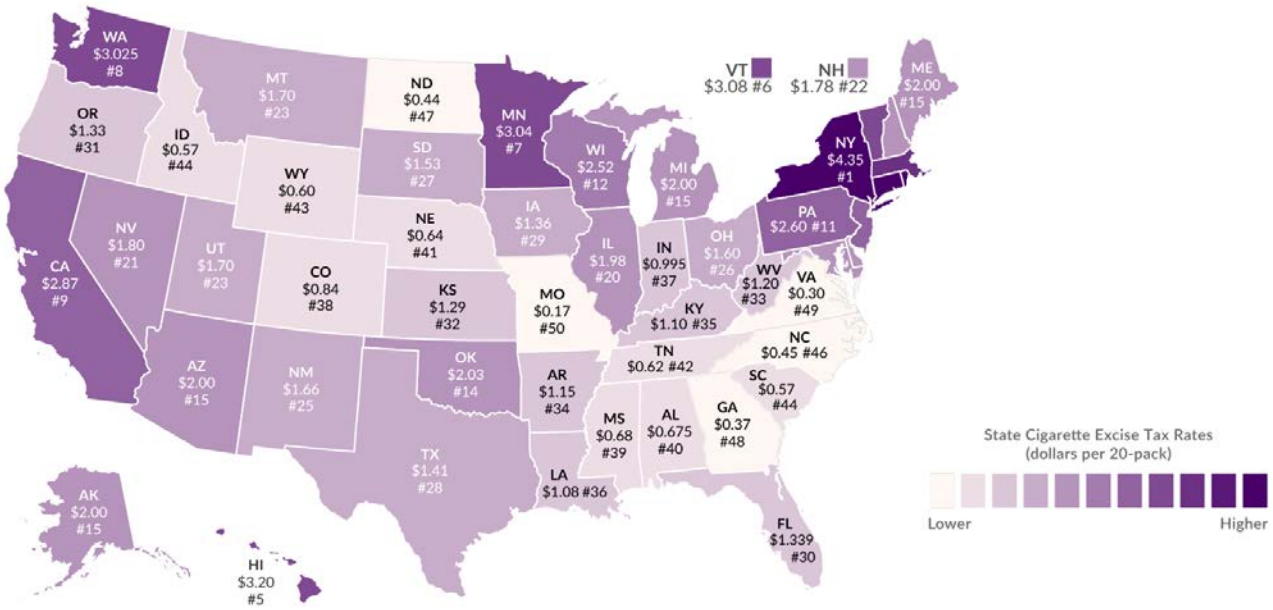
58% reduction in cigarettes smoked by youth smokers

2009 NYC law restricting sale of flavored tobacco

87% decrease in product sales

Increasing Price on Tobacco & Nicotine Products Works

Colorado's Tobacco Tax is 39th Lowest in Nation



A County-Wide Approach

- Licensing retailers with adequate enforcement
- Increase minimum sales age to 21
- Ban the sale of all flavored products at all locations
- Increase the price of all tobacco products

Discussion Question

- What questions do you have about the strategies presented?

Benefits of Youth Access Strategies

Tobacco Retailer Licensing: The backbone of a comprehensive approach
- Proven to regulate businesses, ensure compliance, provides penalties if violated
- Proven to increase accountability and reduces sales to youth
- Licensing requires an annual fee, which funds administration and enforcement

Increase Minimum Legal Sales Age to 21 for ALL Tobacco Products:
- 75% of current smokers age 15-17 report obtaining products from social sources
- Almost 90% of adult cigarette smokers started before 18 years old

Restrict ALL Flavored Tobacco Products:
- Banning all flavored tobacco products, including mint and menthol, protects youth and targeted communities
- 4 out of 5 youth who were current users reported that they used a flavored product
- Restricting flavors for all tobacco products is important to ensure that youth don't switch from e-devices to other flavored tobacco products

Raise the Price of ALL Tobacco Products:
- Proven to reduce youth initiation and use of tobacco products
- Youth and individuals with low SES (who have historically been targeted by the tobacco industry) are especially sensitive to price, and this works to reduce those tobacco-related disparities

Smoke and Vapor Free Expansion:
- Reduces secondhand smoke and aerosol exposure
- Norms non-use of tobacco products

BOULDER COUNTY PUBLIC HEALTH
Opportunity for a healthy life.

Instructions

1. At your table, review the half sheet of paper provided that highlights the strategies just discussed.
2. Take 15 minutes to answer the discussion questions below as a group.
3. Identify someone to share out with the larger group.

Table Discussion Questions

- What strategy(ies) is most feasible in your community?
  - What has your community already done or interested in doing?

- How do you feel about a coordinated approach across the county?
  - What makes you nervous or excited?

- What opportunities do you see with the strategies you identified?
  - What barriers might exist?

- What other ideas do you have to coordinate efforts across our county?

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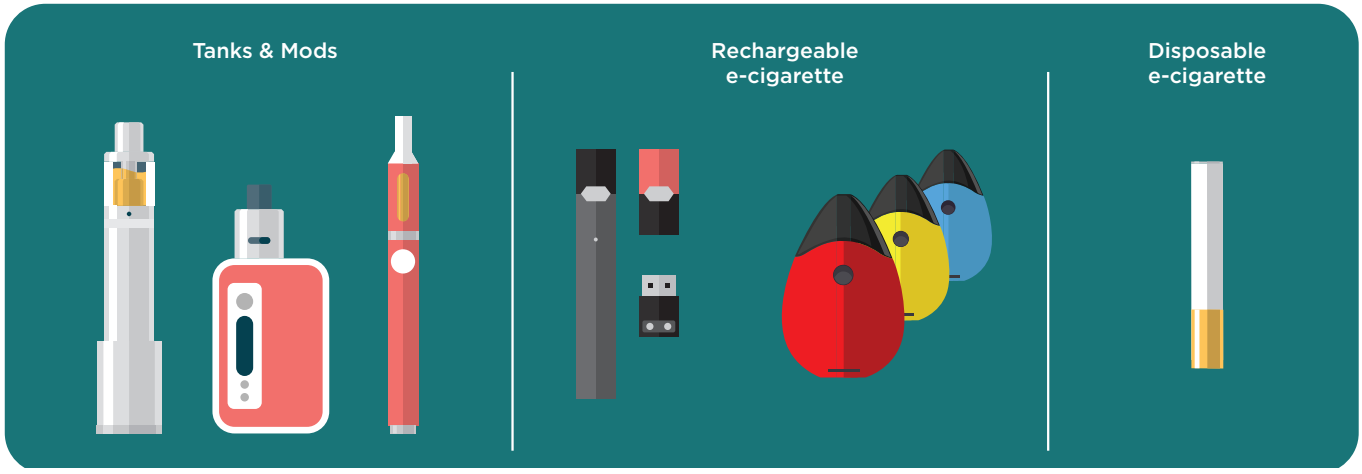
PUBLIC HEALTH
Opportunity for a healthy life.

ELECTRONIC CIGARETTES WHAT'S THE BOTTOM LINE?

- » E-cigarettes have the potential to benefit adult smokers who are not pregnant if used as a complete substitute for regular cigarettes and other smoked tobacco products.
- » E-cigarettes are not safe for youth, young adults, pregnant women, or adults who do not currently use tobacco products.
- » While e-cigarettes have the potential to benefit some people and harm others, scientists still have a lot to learn about whether e-cigarettes are effective for quitting smoking.
- » If you've never smoked or used other tobacco products or e-cigarettes, don't start.

WHAT ARE E-CIGARETTES?

- » E-cigarettes are known by many different names. They are sometimes called "e-cigs," "e-hookahs," "mods," "vape pens," "vapes," "tank systems," and "electronic nicotine delivery systems."
- » Some e-cigarettes are made to look like regular cigarettes, cigars, or pipes. Some resemble pens, USB sticks, and other everyday items.
- » E-cigarettes produce an aerosol by heating a liquid that usually contains nicotine—the addictive drug in regular cigarettes, cigars, and other tobacco products—flavorings, and other chemicals that help to make the aerosol. Users inhale this aerosol into their lungs. Bystanders can also breathe in this aerosol when the user exhales into the air.
- » E-cigarettes can be used to deliver marijuana and other drugs.

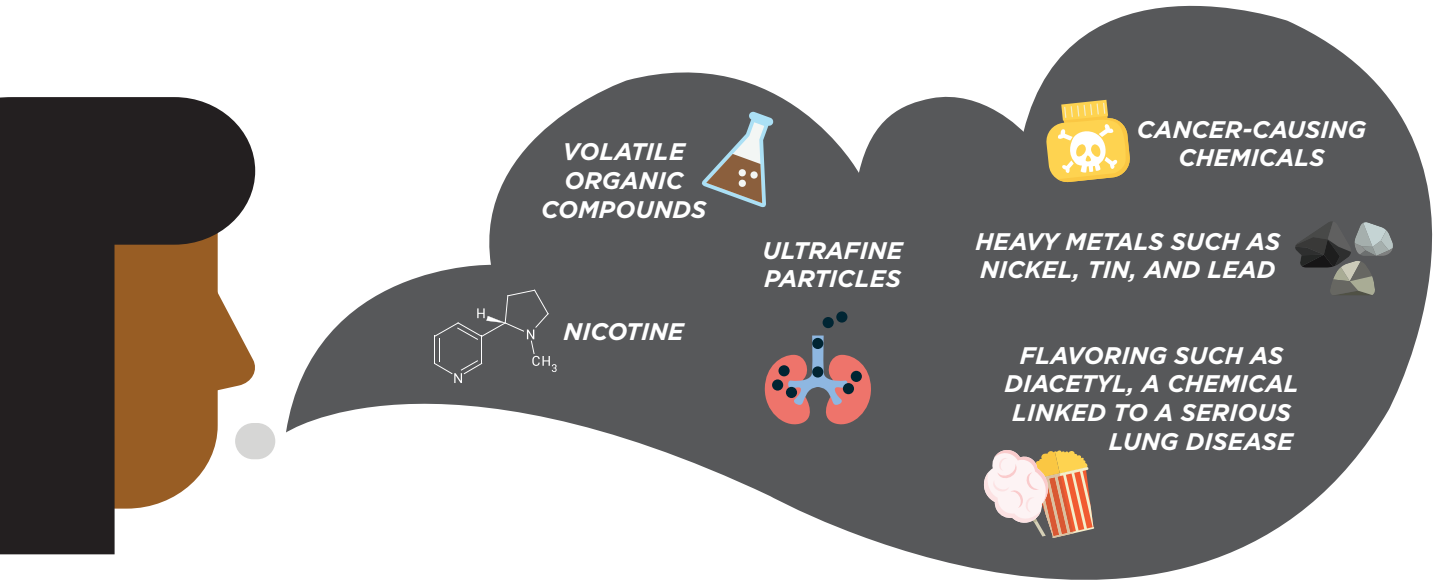


CS298852-A

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

WHAT IS IN E-CIGARETTE AEROSOL?

THE E-CIGARETTE AEROSOL THAT USERS BREATHE FROM THE DEVICE AND EXHALE CAN CONTAIN HARMFUL AND POTENTIALLY HARMFUL SUBSTANCES:



It is difficult for consumers to know what e-cigarette products contain. For example, some e-cigarettes marketed as containing zero percent nicotine have been found to contain nicotine.

ARE E-CIGARETTES LESS HARMFUL THAN REGULAR CIGARETTES?

YES, but that doesn't mean e-cigarettes are safe.

E-cigarette aerosol generally contains fewer toxic chemicals than the deadly mix of 7,000 chemicals in smoke from regular cigarettes. However, e-cigarette aerosol is not harmless. It can contain harmful and potentially harmful substances, including nicotine, heavy metals like lead, volatile organic compounds, and cancer-causing agents.

WHAT ARE THE HEALTH EFFECTS OF USING E-CIGARETTES?

SCIENTISTS ARE STILL LEARNING ABOUT THE LONG-TERM HEALTH EFFECTS OF E-CIGARETTES. HERE IS WHAT WE KNOW NOW.

1 Most e-cigarettes contain nicotine, which has known health effects

» Nicotine is highly addictive.

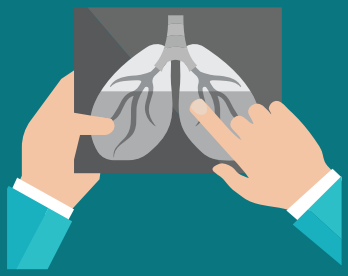
» Nicotine is toxic to developing fetuses.

» Nicotine can harm adolescent brain development, which continues into the early to mid-20s.

» Nicotine is a health danger for pregnant women and their developing babies.

2 Besides nicotine, e-cigarette aerosol can contain substances that harm the body.

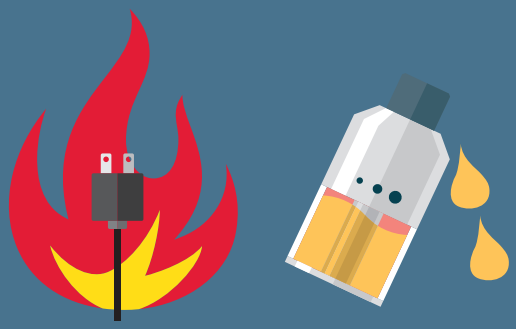
» This includes cancer-causing chemicals and tiny particles that reach deep into lungs. However, e-cigarette aerosol generally contains fewer harmful chemicals than smoke from burned tobacco products.

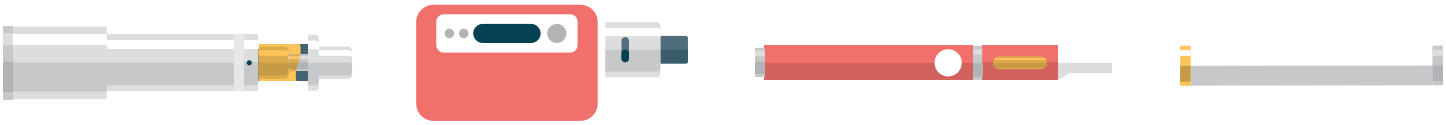


3 E-cigarettes can cause unintended injuries.

» Defective e-cigarette batteries have caused fires and explosions, some of which have resulted in serious injuries.

» In addition, acute nicotine exposure can be toxic. Children and adults have been poisoned by swallowing, breathing, or absorbing e-cigarette liquid.





E-CIGARETTES ARE NOT CURRENTLY APPROVED BY THE FDA AS A QUIT SMOKING AID.

The U.S. Preventive Services Task Force, a group of health experts that makes recommendations about preventive health care, concluded that the evidence is insufficient to recommend e-cigarettes for smoking cessation in adults, including pregnant women.

HOWEVER, e-cigarettes may help non-pregnant adult smokers if used as a complete substitute for all cigarettes and other smoked tobacco products.

TO DATE, THE FEW STUDIES ON THE ISSUE ARE MIXED.

Evidence from two randomized controlled trials found that e-cigarettes with nicotine can help smokers stop smoking in the long term compared with placebo (non-nicotine) e-cigarettes.

A recent CDC study found that many adults are using e-cigarettes in an attempt to quit smoking. However, most adult e-cigarette users do not stop smoking cigarettes and are instead continuing to use both products ("dual use"). Because smoking even a few cigarettes a day can be dangerous, quitting smoking completely is very important to protect your health.

WHO IS USING E-CIGARETTES?

YOUTH

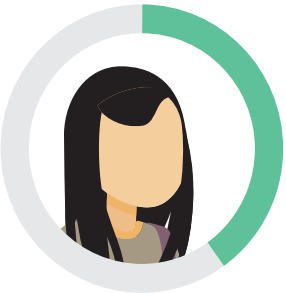
E-CIGARETTES ARE THE MOST COMMONLY USED TOBACCO PRODUCT AMONG YOUTH.

IN THE U.S., YOUTH ARE MORE LIKELY THAN ADULTS TO USE E-CIGARETTE

In 2018, more than **3.6 MILLION** U.S. middle and high school students used e-cigarettes in the past 30 days, including:

4.9% MIDDLE SCHOOL STUDENTS

20.8% HIGH SCHOOL STUDENTS



AMONG CURRENT E-CIGARETTE USERS AGED 45 YEARS AND OLDER in 2015, most were either current or former regular cigarette smokers, and 1.3% had never been cigarette smokers.

IN CONTRAST, AMONG CURRENT E-CIGARETTE USERS AGED 18–24 YEARS, **40.0%** had **NEVER BEEN** regular cigarette smokers

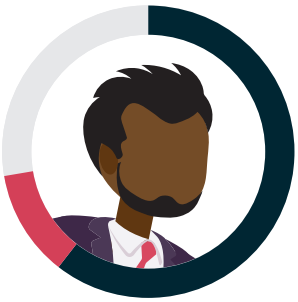
ADULTS

In 2017, **2.8%** of U.S. adults were current e-cigarette users

IN 2015, AMONG ADULT E-CIGARETTE USERS OVERALL:

29.8% were former regular cigarette smokers

11.4% had never been regular cigarette smokers



58.8% were current regular cigarette smokers

For Print Only

SUBJECT: **APPROVAL OF RESOLUTION NO. 57, SERIES 2019 –A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH FRESCA FOODS, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **HEATHER BALSER, CITY MANAGER**
MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:
Staff requests City Council action on a proposed Economic Development Business Assistance Package (BAP) for Fresca Foods, Inc. to expand and relocate two new product lines that have been commissioned. Fresca Foods is located at 195 CTC Boulevard and also has facilities at 1775 Cherry Street. While the project will occupy existing Fresca Foods space it is expanding its production. The proposed business assistance is similar in nature to others recently granted, including a partial rebate on the building permit fees and construction use taxes for tenant improvements in an existing commercial building in the City of Louisville.

DISCUSSION:
Fresca Foods, Inc. was founded in 1993 and employs upwards of 425 employees. The company provides contract research and development and manufacturing services to the food manufacturing industry. Fresca Foods is a turnkey innovation, supply chain, and manufacturing partner to category leading brands and some of the world's largest food companies.

Fresca Foods will be performing approximately $150,000 in tenant finishing costs at 1775 Cherry Street to create two new production lines in one production room that replaces a decommissioned production process for that space. The finishes include HVAC, electrical, and plumbing utilities that will support production equipment. The project for these production lines will retain 50 production associates working two shifts, five days per week.

The company meets the general criteria by which assistance may be granted in accordance with the Business Assistance Policy in Section 3.24 of the Louisville Municipal Code. The main criteria this project meets are:

- Retains jobs and employment opportunities for city residents and others;
- Represents job diversity in industry sectors and is part of a growing industry;
- Encourages the diversity of jobs or employment opportunities; and
- Conforms to the comprehensive plan.

The assistance would be funded by building permit fees and construction use taxes from the construction of the tenant improvements at the project location.

City staff estimates Fresca Foods' project, valued at $150,000, will generate $2,145.00 in permit fees and $3,476.25 in taxes (total permit of $5,621.25).

Based upon the estimated revenue projection, staff recommends the following:

Proposed Assistance	**Approximate Value**
Building Permit-Fee Rebate	
50% rebate on permit fees for tenant finish	$1,072.50
Building Use Tax Rebate	
50% rebate on Building Use Tax for Tenant finish (excludes Open Space, Historic Preservation, and Rec Center tax)	$1,125.00
Total Estimated Assistance	**$2,197.50**

Staff suggests the assistance be provided at 50% of the actual Building Use Tax and Building Permit Fees for the project, capped at $2,500 total to allow for some increase in rebates should project costs increase beyond estimates. The agreement is void if the company does not complete the improvements by March 31, 2020 or does not remain in business there for five years after receiving a Certificate of Occupancy for the project.

FISCAL IMPACT:
The total fiscal impact would be a total of 50**%** of the City's permit fees, and 50% building use taxes paid (excluding the 0.375% Open Space Tax, 0.125% Historic Preservation Tax, 0.150% Recreation Center Tax, and Boulder County Use Tax), capped at $2,500 based on the costs associated with the tenant improvement project.

RECOMMENDATION:
Staff recommends City Council approve the attached Resolution approving a Business Assistance Agreement with Fresca Foods, Inc.

ATTACHMENTS:
1. Resolution Approving Business Assistance Agreement
2. Business Assistance Agreement
3. Staff Presentation

STRATEGIC PLAN IMPACT:

☐	Financial Stewardship & Asset Management	☐	Reliable Core Services
☒	Vibrant Economic Climate	☐	Quality Programs & Amenities
☐	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

RESOLUTION NO. 57
SERIES 2019

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH FRESCA FOODS, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction and retention of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain high-quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Fresca Foods, Inc. plans to commission new production lines at its 1775 Cherry Street location; and

WHEREAS, the Business Assistance Agreement between the City and Fresca Foods, Inc. is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement;

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation;

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

1. The proposed Business Assistance Agreement between the City of Louisville and Fresca Foods, Inc. (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

EXHIBIT A

Copy of the Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR FRESCA FOODS, INC. IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2019, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and FRESCA FOODS, INC. (the "Company"), a Colorado corporation.

WHEREAS, the City wishes to provide certain business assistance in connection with tenant improvements associated with new production lines for the Company's operations (the "Project") at 1775 Cherry Street, Louisville, Colorado (the "Project Location"); and

WHEREAS, the Company will be retaining jobs and employment opportunity, including those that represent job diversity in a growing industry; and

WHEREAS, is renovating existing space to take on a new manufacturing project that will keep all Company facilities in the City of Louisville; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to Company 50% of the building related permit fees for the Project, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City for the Project, for the period from execution of this Agreement and ending March 31, 2020.

2. Use Tax Rebate-Construction. The City shall rebate to Company 50% of the Construction Use Tax on the building materials for the Project, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending March 31, 2020.

3. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1 and 2 above shall in no event exceed the calculation of 50% of the fees or taxes described in Sections 1 and 2 paid to the City, and a not to exceed cap of twenty-five hundred dollars ($2,500). The building related permit fee and construction use tax rebates shall be paid by the City within 120 days following issuance of the certificate of

occupancy or final inspection for the Project work, as determined by the City, subject to Sections 4 and 5 below.

4. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

5. Use of Funds; Future Fees. Funds rebated pursuant to this Agreement shall be used by Company solely for obligations and/or improvements permitted under Louisville Municipal Code, section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007). The rebates provided for under this Agreement are solely for construction activities for the initial construction of the Project and for the rebate period stated herein. Any subsequent construction activities shall be subject to payment without rebate of all applicable building permit fees and construction use taxes.

6. Effect of Change in Tax Rate. Any increase or decrease in the City general sales, construction use, or consumer use tax rate above or below the applicable tax rate at the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the general sales, construction use, or consumer use tax rate applicable at the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and the 0.150% Recreation Center Tax, or any future special sales or use tax). Any decrease in the City general sales, construction use, or consumer use tax rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center or future special sales or use taxes).

7. Entire Agreement. This instrument shall constitute the entire agreement between the City and Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are

merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:
Fresca Foods, Inc.
Attn: Todd Dutkin, CEO
195 CTC Boulevard
Louisville, CO 80027
303-996-8881
Todd.Dutkin@frescafoodsinc.com

If to City:
Louisville City Hall
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
303.335.4531
mpierce@louisvilleco.gov

8. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by March 31, 2020, Company has not completed the Project as described in Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should fail to comply with any City code.

9. Business Termination. In the event Company ceases business operations within the City within five (5) years after the Certificate of Occupancy has been received for the Project, then in such event Company shall pay to the City the total amount of fees and use taxes which were due and payable by Company to the City but were rebated by the City, as well as reimburse the City for any funds provided to Company pursuant to this Agreement.

10. Subordination. The City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales and use tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

11. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

12. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event such dispute is not fully resolved by mediation or otherwise within 60 days of a request for mediation by either party, then either party, as their exclusive remedy, may commence binding arbitration regarding the dispute through Judicial Arbiter Group. Judgment on any arbitration award may be enforced in any court of competent jurisdiction.

13. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

14. Assignment. This Agreement is personal to Company and Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the expressed written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

15. No Joint Venture. Nothing is this Agreement is intended or shall be construed to create a joint venture between the City and Company and the City shall never be liable or responsible for any debt or obligation of Company.

This Agreement is enacted this _____ day of _____, 2019.

FRESCA FOODS, INC.
A Colorado corporation

By: _____
Todd Dutkin
CEO

CITY OF LOUISVILLE

_____
Ashley Stolzmann
Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

EXHIBIT A

Copy of the Business Assistance Agreement

City of Louisville
COLORADO • SINCE 1878

Business Assistance Package for Fresca Foods, Inc.

Megan E. Pierce
Economic Vitality Director
December 17, 2019

Fresca Foods, Inc.

City of Louisville
COLORADO • SINCE 1878

- Fresca Foods, Inc. provides contract research and development and manufacturing services to the food manufacturing industry
- They are creating two new production lines at their facility at 1775 Cherry Street
  - Main facility is at South 195 CTC Boulevard
  - Founded in 1993
  - Upwards of 425 employees, with 50 associates maintained by this expansion

Project Criteria

City of Louisville
COLORADO • SINCE 1878

- Fresca is performing $150,000 in tenant finishing costs to support needed production equipment. Staff reviewed and feels the project meets the following BAP criteria:
  - Retains jobs and employment opportunities for city residents and others;
  - Represents job diversity in industry sectors and is part of a growing industry;
  - Encourages the diversity of jobs or employment opportunities; and
  - Conforms to the Comprehensive Plan

Proposed Assistance

City of Louisville
COLORADO • SINCE 1878

- 50% rebate of City Building Permit Fees
  - $1,072.50 value
- 50% rebate of Building Use Taxes
  - $1,125.00 value
- Total Proposed = $2,197.50
  - Capped @ $2,500

Action

Action Requested:

Resolution approving a Business Assistance Package with

Fresca Foods, Inc.

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8D

SUBJECT: **RESOLUTION NO. 58, SERIES 2010 – A RESOLUTION APPROVING GRADE CROSSING SIGNAL INSTALLATION AGREEMENT WITH BNSF RAILWAY COMPANY**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **MEGAN DAVIS, DEPUTY CITY MANAGER**
NICK COTTON-BAEZ, CITY ATTORNEY'S OFFICE

SUMMARY:
The City submitted an application with the Colorado Public Utilities Commission ("Commission") to upgrade the railroad crossing signals and activation equipment at the highway-rail crossing at Dillon Road as part of the City's greater project to establish a railroad quiet zone encompassing three other crossings in Louisville and one in Lafayette. The application received Commission approval on August 18, 2019.

The City is required to execute a grade crossing signal installation agreement (the "Agreement") with BNSF Railway Company ("BNSF") for construction of the Project. The Agreement sets forth terms of construction of the project, and allocates maintenance, repair, and replacement costs between the parties.

Under the terms of the Agreement, BNSF will purchase and install the equipment and materials necessary to the project, and then pass the costs thereof on to the City. Those costs will be partially offset by federal-aid funds received under the City's grant with the Colorado Department of Transportation.

The Agreement obligates BNSF to use commercially reasonable efforts to begin construction on the project within six months of the effective date of the agreement.

FISCAL IMPACT:
This has no additional impact on what has already been budgeted for improvements at this crossing and the entire quiet zone corridor.

PROGRAM/SUB-PROGRAM IMPACT:
The project supports the City's Transportation goal to maintain a safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.

RECOMMENDATION:
Staff recommends approve of the resolution and agreement.

ATTACHMENT(S):
1. Resolution No. 58, Series 2019

STRATEGIC PLAN IMPACT:

☒	Financial Stewardship & Asset Management	☒	Reliable Core Services
☐	Vibrant Economic Climate	☐	Quality Programs & Amenities
☐	Engaged Community	☐	Healthy Workforce
☐	Supportive Technology	☐	Collaborative Regional Partner

RESOLUTION NO. 58
SERIES 2019

A RESOLUTION APPROVING A GRADE CROSSING SIGNAL INSTALLATION AGREEMENT WITH BNSF RAILWAY COMPANY

WHEREAS, the City submitted an application with the Colorado Public Utilities Commission ("Commission") to upgrade the railroad crossing signals and activation equipment (the "Project") at the highway-rail crossing at Dillon Road in the City of Louisville ("Application") as part of the City's greater project to establish a railroad quiet zone; and

WHEREAS, the Application received Commission approval on August 18, 2019; and

WHEREAS, the City is required to execute a grade crossing signal installation agreement (the "Agreement") with BNSF Railway Company for construction of the Project; and

WHEREAS, the City Council finds that the proposed Agreement is in the best interests of the City and its citizens;

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

Section 1. The Grade Crossing Signal Installation Agreement between the City of Louisville and BNSF Railway Company ("Agreement") is hereby approved in substantially the same form of such Agreement that accompanies this Resolution.

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

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

BNSF RAILWAY

GRADE CROSSING SIGNAL INSTALLATION AGREEMENT
(Dillon Road, Louisville, Colorado)

BNSF File No.: BF10015651
Mile Post 18.35
Line Segment 476
U.S. DOT Number 244798M
Front Range Subdivision

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of _____, 20____ by and between the **City of Louisville**, a Political Subdivision of the State of Colorado, a Municipal Corporation, (hereinafter called, "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD" or "BNSF");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the AGENCY desires to upgrade the railroad crossing signals and activation equipment at Dillon Rd, U.S. DOT crossing 244798M (the "Crossing"), as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the City submitted an application with the Colorado Public Utilities Commission (the "Commission") to upgrade the railroad crossing signals and activation equipment at the Crossing ("Application"), which Application received Commission approval on August 18, 2019;

WHEREAS, the AGENCY will preempt the highway traffic control signals with new grade crossing warning devices subject to the mutual covenants contained in this Agreement;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the Colorado Department of Transportation (CDOT) is funding a portion of the project utilizing Federal-aid funds, and AGENCY is funding a portion of the project with local funds to pay for the acquisition and installation of Crossing Signal Equipment described in the scope of work herein at the Crossing;

WHEREAS, the RAILROAD agrees to purchase and install, at CDOT/AGENCY'S sole expense, the Crossing Signal Equipment, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

BNSF RAILWAY

ARTICLE I – SCOPE OF WORK

1. The term "Project" as used in this agreement includes any and all work related to the installation of crossing signals and activation equipment including the installation of preemption at U.S. DOT crossing 244798M, more particularly described on Exhibit "A" and Exhibit "D", including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of AGENCY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. Upon AGENCY's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars ($2,000), together with payment for the Easement (defined below) to be made pursuant to the terms of a mutually acceptable easement agreement between the parties substantially in the form of Exhibit B attached hereto, and provided further that AGENCY is in compliance with the terms and conditions of this Agreement, BNSF will grant to AGENCY, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary for the performance of AGENCY's obligations under this Agreement. The Parties agree that any construction of the Project on BNSF right of way may not proceed until a mutually acceptable easement agreement is executed between the Parties.

2. The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment. The work will be performed at AGENCY's expense and in accordance with the Manual on Uniform Traffic Control Devices ("MUTCD") and the plans and specifications approved by AGENCY. The plans and specifications are attached to this Agreement as Exhibit "A" and incorporated herein.

3. A detailed estimate of RAILROAD'S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit "D" and incorporated herein. RAILROAD shall use commercially reasonable efforts to commence construction of the Project within six (6) months of the effective date of this Agreement. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit "D". In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit "D" not specifically mentioned therein may be included as a part of this Agreement upon written approval of AGENCY, which approval will not be unreasonably withheld.

4. RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project. If required, BNSF will ensure an interface box is installed with contact terminals, at AGENCY's expense on the side of the railroad instrument cabin.

5. Buy America Provision - The requirements of 23 CFR §635.410 apply to the RAILROAD as part of this Agreement, except as provided in 23 CFR §140.908. RAILROAD shall not be required to change its existing standards for materials used in permanent changes to RAILROAD's facilities.

6. The RAILROAD will, at AGENCY'S expense, dispose of all scrap from the RAILROAD'S work hereunder.

7. The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

1. AGENCY must perform, at AGENCY'S expense, the following work:

   a) Installation of a pavement marking stop bar in accordance with the Application and the MUTCD.

   b) Installation of advance warning signs in accordance with the Application and the MUTCD.

2. The AGENCY will approve the location of the signals and signal bungalow prior to installation by RAILROAD in accordance with the Application.

3. The AGENCY has provided the RAILROAD the BNSF Preemption Worksheet attached hereto and made part of this Agreement as Exhibit E, which shows the total preempt cycle time from the start of the preempt cycle of highway traffic control signals until the arrival of the train at the highway-rail crossing.

4. AGENCY or its contractor will place all necessary cable and conduit on RAILROAD property, as approved by RAILROAD and in compliance with the BNSF Utility Accommodation Manual http://www.bnsf.com/communities/faqs/pdf/utility.pdf, at the locations shown on Exhibit A, attached to and made a part of this Agreement. The AGENCY or its contractor will connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit. The AGENCY or its contractor must install the new highway traffic control signals.

5. Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment must be paid by the AGENCY (including applicable taxes, if any, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).

6. In the event the parties agree that the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by any consultant and any resulting costs must be paid by AGENCY as a part of the costs for the Project.

7. During the installation of the Crossing Signal Equipment, RAILROAD will send AGENCY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. AGENCY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send

AGENCY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "D". Pursuant to this section, AGENCY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AGENCY under this section.

8. AGENCY must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, AGENCY must require its contractor(s) to notify BNSF's Manager of Public Projects forty-five (45) calendar days prior to commencing work on BNSF property or near BNSF tracks.

9. Upon completion of the installation of the Crossing Signal Equipment, pursuant to 4 CCR 723-7, 7301(a), the RAILROAD will operate and maintain the Crossing Signal Equipment up to the contact terminals in the interface box in good operating condition at the RAILROAD's expense for the life of the crossing.

10. RAILROAD will operate and maintain, at its expense, the necessary relays and the other materials required to preempt the highway traffic control signals with the grade crossing warning devices. The AGENCY or its contractor must, at the AGENCY'S expense, install the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit. Following installation of the traffic control signals, the AGENCY will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.

11. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the AGENCY or any other appropriate governmental or legislative authority increase the AGENCY'S portion of maintenance costs under this Agreement, RAILROAD will receive the prospective benefit of any such regulations, ordinances, acts, rules or other laws, to the extent that such regulations, ordinances, acts, rules, or other laws apply to maintenance costs associated with existing Crossing Signal Equipment, and the AGENCY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.

12. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

13. Unless at the time there exists an applicable federal or state law, rule or regulation that allocates responsibility for such costs, if any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

a) In the event either party's sole negligence destroys or damages the Crossing Signal Equipment, that party must reimburse the other party for the costs to replace or repair such Crossing Signal Equipment.

b) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, the cost and expense to replace or repair such Crossing Signal Equipment shall be divided evenly between the Parties.

14. If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable AGENCY at the time of such replacement is warranted, unless at the time there exists an applicable federal or state law, rule or regulation that allocates responsibility for such costs.

15. This Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

16. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

17. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

18. AGENCY is subject to the 1992 Amendment to Colorado Constitution Article X, Section 20 commonly known as the "Taxpayer Bill of Rights" or "TABOR", which prohibits AGENCY from creating any multiple-fiscal year direct or indirect debt without voter approval. Notwithstanding anything in this Agreement to the contrary, all financial obligations of the AGENCY under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. AGENCY warrants and represents that the funds required to complete the Project have been appropriately budgeted, approved and allocated in the current fiscal year.

19. Nothing in the preceding Section 18 of this Agreement limits RAILROAD'S right to collect, nor AGENCY'S obligation to pay, additional compensation pursuant to any remedy-granting provision of this Agreement. In the event that any contingency occurs for which the AGENCY is required to pay additional compensation to COMPANY pursuant to the terms of this Agreement, COMPANY shall submit documentation supporting its claim to AGENCY along with a sworn statement setting forth the amount of additional compensation to which COMPANY contends it is entitled and an averment that the claim-supporting data is accurate and complete to the best of COMPANY'S knowledge and accurately reflects what is owed by AGENCY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By:_____

Printed Name: _____

Title:_____

City of Louisville

By:_____
Ashely Stolzmann, Mayor

ATTEST:

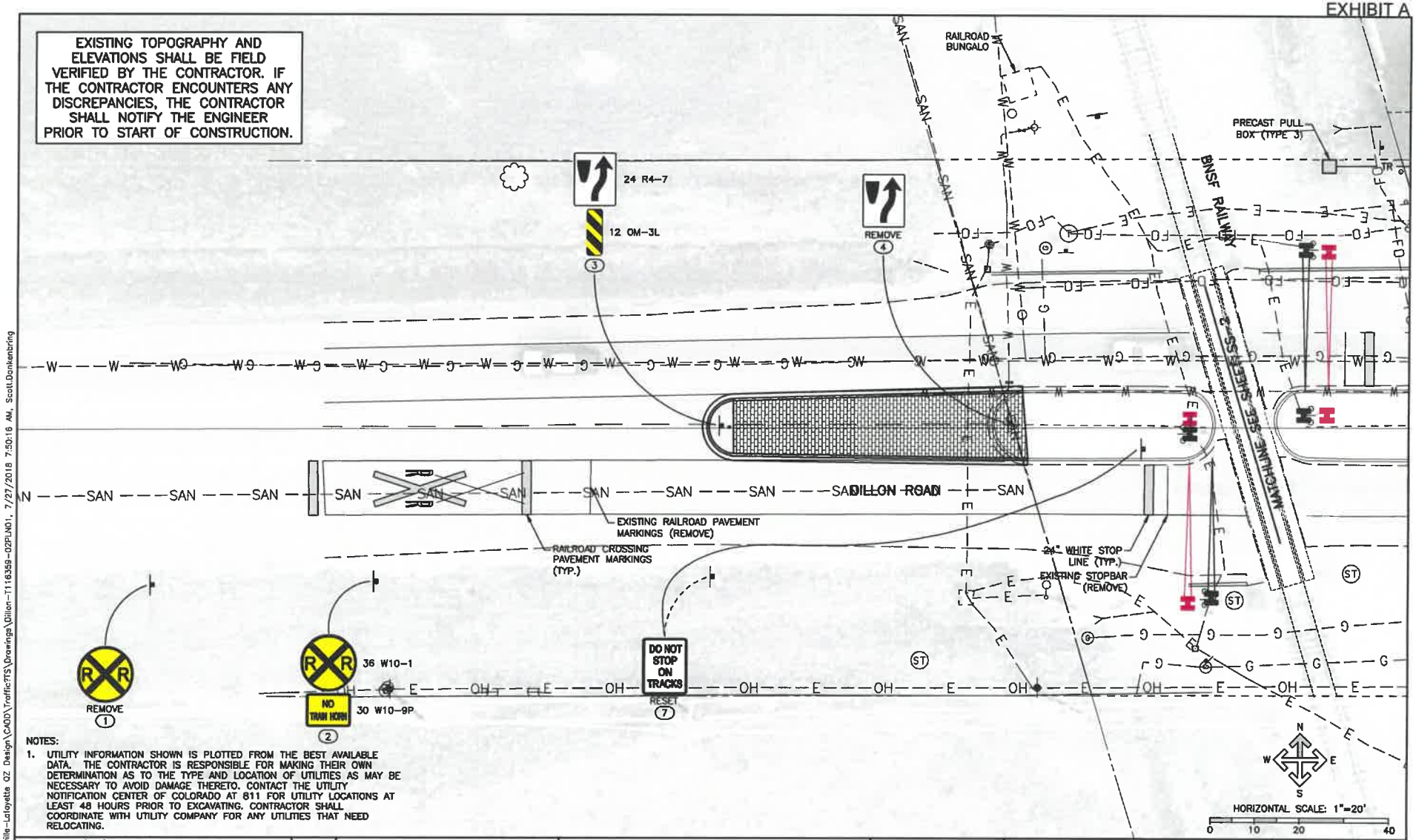
_____
Meredyth Muth, City Clerk

Exhibit "A"

[Insert drawing/plans of crossing here]

EXHIBIT A

EXISTING TOPOGRAPHY AND ELEVATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. IF THE CONTRACTOR ENCOUNTERS ANY DISCREPANCIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO START OF CONSTRUCTION.



NOTES:

1. UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 FOR UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ANY UTILITIES THAT NEED RELOCATING.

Print Date: 7/27/2018 7:50:16 AM	R-X	Sheet Revisions	Colorado Department of Transportation	As Constructed	LOUISVILLE QUIET ZONE DILLON ROAD SIGNING AND STRIPING PLAN	Project No./Code
File Name: Dillon-T116359-02PLN01.dwg		Date / Comments / Initials	10601 W. Tenth Street Greeley, CO 80634 Phone:970-350-2211 FAX:970-350-2178	No Revisions:	Designer: SED / Structure Numbers	
Horizontal Scale: 1"=20' Vertical Scale: NTS			Region 4 KMK	Revised:	Detailer: SED	
FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 Fax: 303.721.0832				Void:	Subset: Traffic / Sheets: SS-1 of 3	Sheet Number 19

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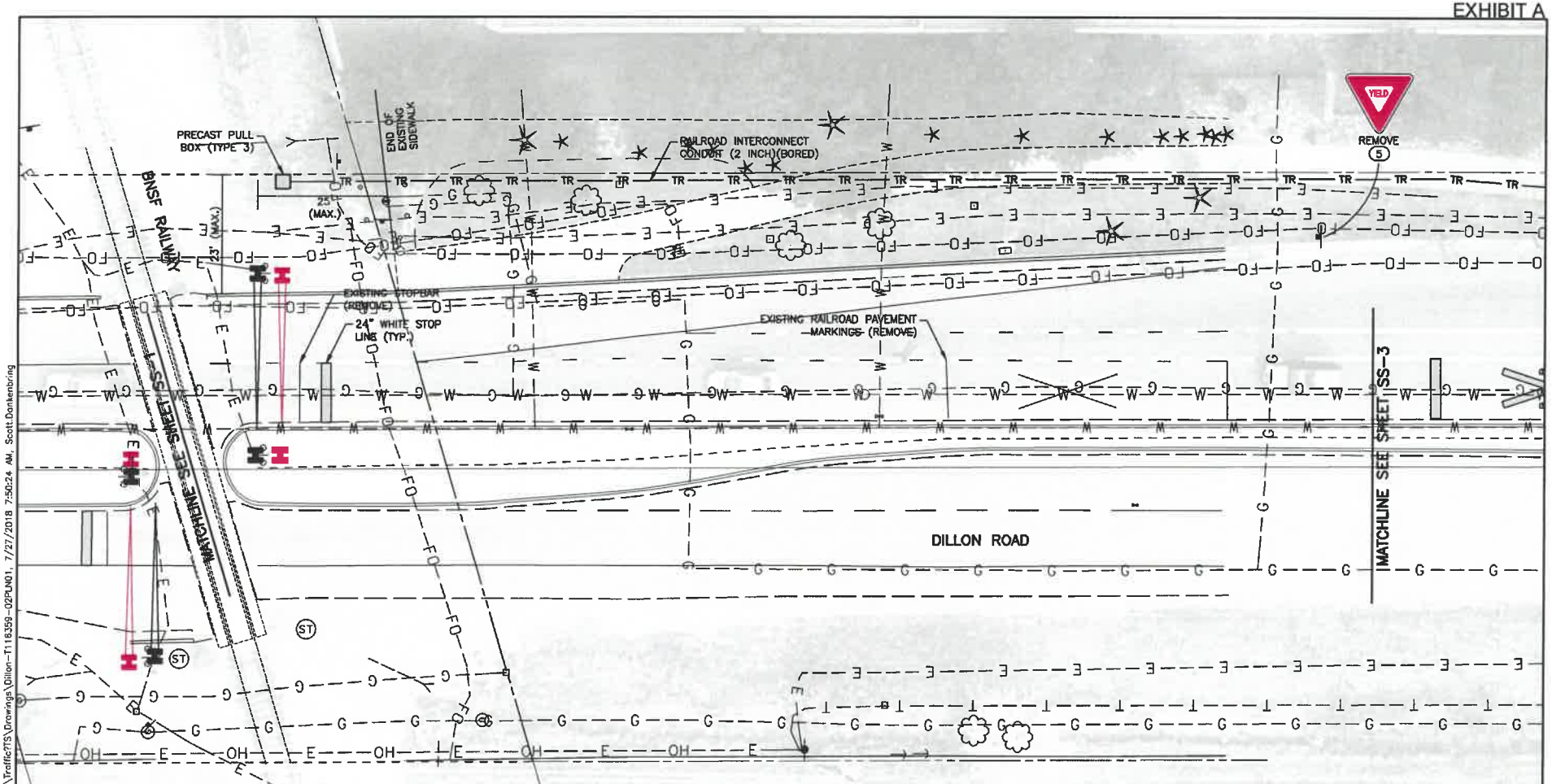
EXHIBIT A



EXISTING TOPOGRAPHY AND ELEVATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. IF THE CONTRACTOR ENCOUNTERS ANY DISCREPANCIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO START OF CONSTRUCTION.

NOTES:

1. PRECAST PULL BOX (TYPE 3) SHALL BE INSTALLED WITHIN 25 FEET (MAX.) WEST OF THE END OF THE EXISTING SIDEWALK AND WITHIN 23 FEET (MAX.) OF THE BACK OF EXISTING NORTH CURB TO BE WITHIN THE CITY'S EASEMENT.
2. PULL BOX INSTALLATION SHALL BE COORDINATED IN ADVANCE WITH THE BNSF PROJECT REPRESENTATIVE, BUT IS MORE THAN 25 FEET FROM CENTERLINE OF TRACK, SO SHOULD NOT REQUIRE A FLAGGER. CONTRACTOR SHALL CONFIRM WITH RAILROAD, IF A FLAGGER WILL BE NEEDED.
3. UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 FOR UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO EXCAVATING. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ANY UTILITIES THAT NEED RELOCATING.

N W E S

HORIZONTAL SCALE: 1"=20'

0 10 20 40

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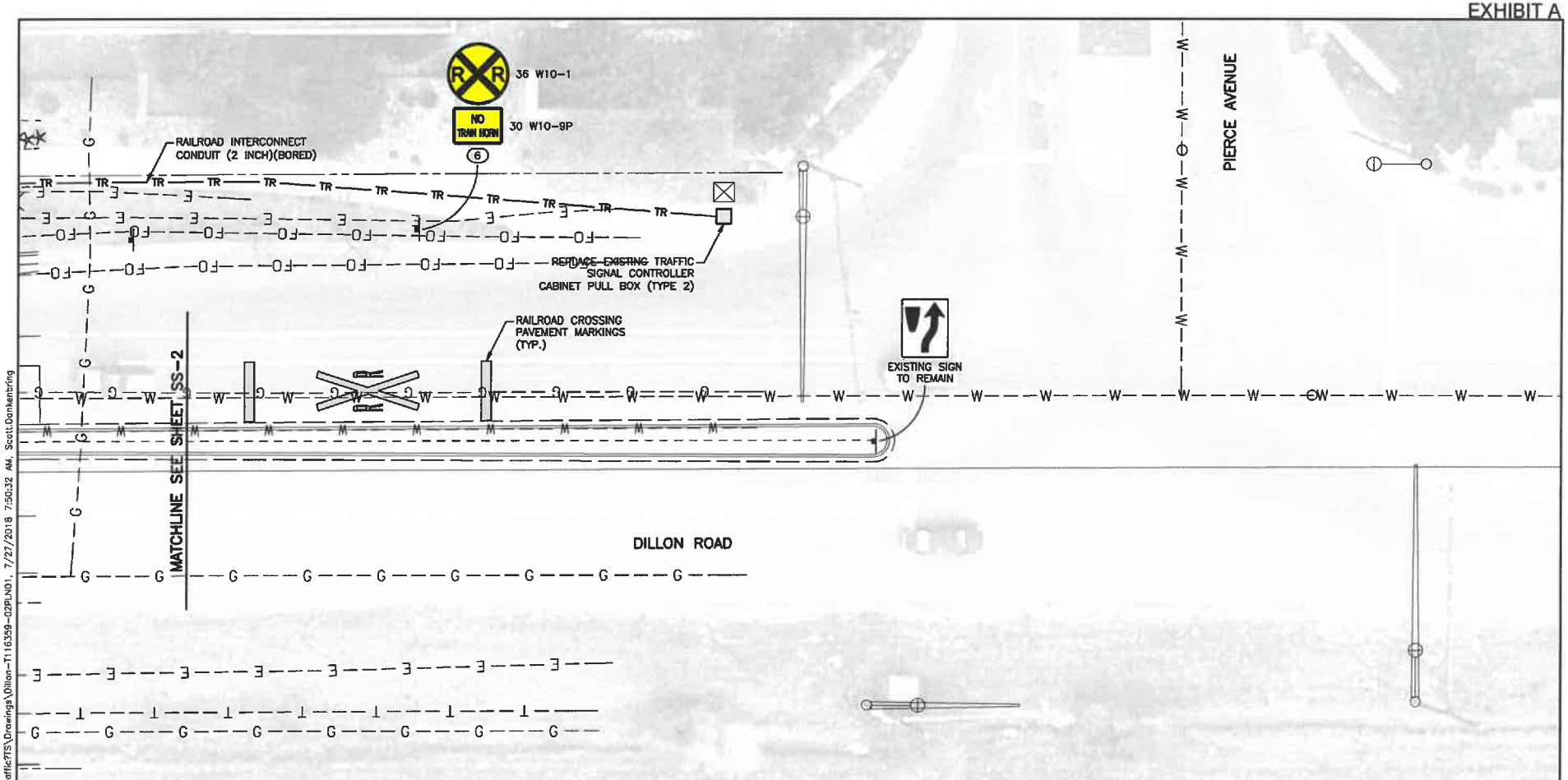
Print Date: 7/27/2018 7:50:24 AM	R-X	Sheet Revisions	Colorado Department of Transportation	As Constructed	LOUISVILLE QUIET ZONE DILLON ROAD SIGNING AND STRIPING PLAN	Project No./Code
File Name: Dillon-T116359-02PLN01.dwg		Date / Comments / Initials	10601 W. Tenth Street Greeley, CO 80634 Phone:970-350-2211 FAX:970-350-2178	No Revisions:	Designer: SED	
Horizontal Scale: 1"=20' Vertical Scale: NTS			Region 4 KMK	Revised:	Detailer: SED	Structure Numbers
FELSBURG HOLT & ULLEVIG 6300 South Syracuse Way, Suite 600 Centennial, CO 80111 Phone: 303.721.1440 Fax: 303.721.0832				Void:	Subset: Traffic	Sheets: SS-2 of 3
						Sheet Number 20

EXHIBIT A



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Print Date: 7/27/2018 7:50:32 AM File Name: Dillon-T116359-02PLN01.dwg Horizontal Scale: 1"=20' Vertical Scale: NTS	R-X	Sheet Revisions Date / Comments / Initials	Colorado Department of Transportation 10601 W. Tenth Street Greeley, CO 80634 Phone:970-350-2211 FAX:970-350-2178 Region 4 KMK	As Constructed No Revisions: Revised: Void:	LOUISVILLE QUIET ZONE DILLON ROAD SIGNING AND STRIPING PLAN Designer: SED Structure Numbers Detailer: SED Subset: Traffic Sheets: SS-3 of 3	Project No./Code Sheet Number 21

FELSBURG HOLT & ULLEVIG
6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
Fax: 303.721.0832

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Exhibit A-1

[Insert cross-hatched drawing of the Temporary Construction License and Structure]

[BARTLETT AND WEST TO PREPARE EXHIBIT A]

BNSF RAILWAY

EXHIBIT "B"

EASEMENT AGREEMENT

FOR _____

(Grade Crossing Agreement)

THIS EASEMENT AGREEMENT FOR _____ ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20___ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of _____, County of _____, State of _____, at Mile Post _____, [Project # _____], as described or depicted on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Grade Crossing Signal Installation Agreement dated as of _____ concerning improvements on or near the Premises (the "**Grade Crossing Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 **Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the Grade Crossing Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Grade Crossing Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in

accordance with the terms and conditions of the GRADE CROSSING Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, **"Lines"**) upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement**. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, **"Other Improvements"**), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, **"Taxes"**) levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors,

fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the Grade Crossing Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following:**

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole

cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens**. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange**. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Grade Crossing Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation**. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **Colorado** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and

agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15 Administrative Fee.

15.1 Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of **$2,000.00** over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as **"Railway"** where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____ _____ _____.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

BNSF RAILWAY

_____
_____
_____
_____

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **City of Louisville** at _____ and Railway's Manager Public Projects, telephone number (303) 480-6584 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

BNSF RAILWAY

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Engineer _____ at (_____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of Louisville** and must not

be undertaken until approved in writing by the Railway, and until the **City of Louisville** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of Louisville** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site

www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

  The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

  Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

  Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

  Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

  - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

  - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

  - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

  - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

  - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

  - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

  - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

  - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **City of Louisville**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause

business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N)
  (i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required):** _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

12. Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment _____
- ☐ Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

BNSF RAILWAY

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: _____

Agency Project: _____

<%Contractor.LegalName%> [Insert contractor's legal name here](hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 201_, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with **City of Louisville** for the performance of certain work in connection with the following project:_____ Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **City of Louisville** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY**

CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (_____) _____ (__) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

<%Contractor.LegalName%>

By: _____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

BNSF Railway Company

By: _____

Name: _____
Manager Public Projects

Accepted and effective this _____day of 20__.

Exhibit "D"

[INSERT ESTIMATE OF RAILROAD'S COSTS HERE]

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF LOUISVILLE

LOCATION NSS BROOMFIELD | DETAILS OF ESTIMATE | PLAN ITEM : 000312244 | VERSION : 3

PURPOSE, JUSTIFICATION AND DESCRIPTION

DILLON RD - LOUISVILLE CO; INSTALL ADVANCED PREEMPTION / CONSTANT WARNING / FLASHERS; POWDER RIVER DIV; FRONT RANGE SUBDIV; LS 0476; MP 18.30; DOT# 244798M. SEQ. #73704.

MONTHLY POWER UTILITY COST CENTER : 61872.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

********** SIGNAL WORK ONLY **********

THE CITY OF LOUISVILLE, CO IS FUNDING 100% OF THIS PROJECT.

ESTIMATE PROVIDED WITHOUT APPROVED TRAFFIC STUDY FROM AGENCY.

THIS ESTIMATE IS CONTINGENT ON 20 SECOND ADVANCED PREEMPTION REQUEST FROM TRAFFIC STUDY. THIS ESTIMATE IS ONLY VALID FOR 20 SECONDS OF ADVANCED PREEMPTION.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

DESCRIPTION	QUANTITY	U/M		COST	TOTAL $
**********					
LABOR					
**********					
ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH		1,669	
SIGNAL FIELD - INSTALL	922.0	MH		28,426	
SIGNAL SHOP LABOR - CAP	0.01	MH		1	
PAYROLL ASSOCIATED COSTS				19,673	
DA OVERHEADS				32,662	
EQUIPMENT EXPENSES				6,692	
INSURANCE EXPENSES				5,266	
TOTAL LABOR COST				94,389	94,389
**********					
MATERIAL					
**********					
ADV PREEMPT PACKAGE	1.0	LS	N	6,488	
ARRESTOR, MDSA-2 XS	1.0	EA	N	697	
BATTERY, 10 VGL-255, 9 VGL-350	1.0	LS	N	4,659	
BELLS	2.0	EA	N	412	
BUNGALOW 8X8 W/ AC	1.0	LS	N	10,142	
BUNGALOW MATERIAL	1.0	LS	N	7,564	
CABLE, 2C/6 TW	500.0	FT	N	610	
CABLE, 3C/2	250.0	FT	N	1,458	
CABLE, 5C/6	1000.0	FT	N	4,130	
CABLE, 7C/14	500.0	FT	N	870	
CHARGERS, 12/80 (20/40/60)	2.0	EA	N	2,073	
CONSTANT WARNING, XP4, 1TK	1.0	EA	N	16,252	
ELECTRICAL MATERIAL	1.0	LS	N	1,500	
EVENT RECORDER	1.0	EA	N	3,250	
FIELD MATERIAL	1.0	LS	N	7,372	
FILL DIRT	20.0	CY	N	500	
FLASHER	2.0	EA	N	4,039	
FOUNDATION, CONCRETE	4.0	EA	N	1,093	
GATE KEEPER	2.0	EA	N	3,334	
GATE MECHANISM, S-60	2.0	EA	N	10,941	
LED LIGHT	16.0	EA	N	2,921	
LIGHT OUT DETECTOR	1.0	EA	N	913	
RELAY	1.0	EA	N	750	
SHUNT, NBS	2.0	EA	N	1,998	
SURFACE ROCK	10.0	CY	N	500	
USE TAX				6,137	
OFFLINE TRANSPORTATION				1,176	
TOTAL MATERIAL COST				101,779	101,779

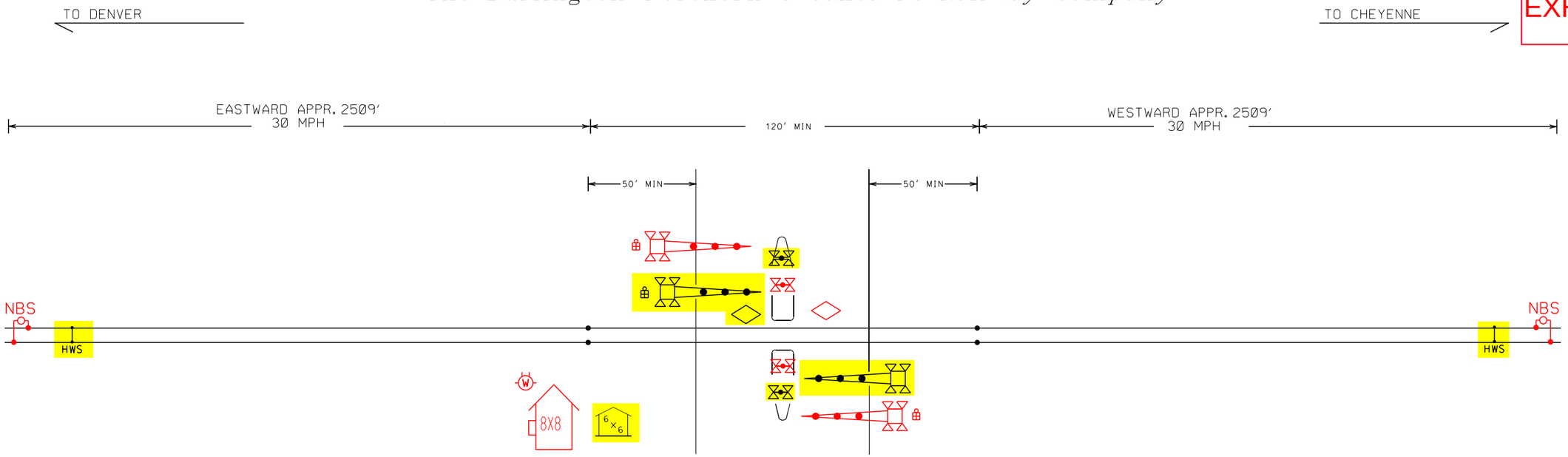
Colorado PUC E-Filings System

****
OTHER
****

AC POWER SERVICE	1.0 EA N	5,000		
BUNGALOW, WIRE AND TEST	1.0 LS N	4,418		
CONTRACT ENGINEERING	1.0 LS N	14,000		
DIRECTIONAL BORING	300.0 FT N	15,000		
TRAFFIC ENGINEERING STUDY	1.0 EA N	10,000		
TOTAL OTHER ITEMS COST			48,418	48,418
PROJECT SUBTOTAL				244,586
CONTINGENCIES				36,687
BILL PREPARATION FEE				2,813
GROSS PROJECT COST				284,086
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				284,086

The Burlington Northern & Santa Fe Railway Company

EXHIBIT D



M.P. 18.35
DILLON RD
DOT # 244798M

PROJECT# 73704

REPLACE: GATES, LEDS, FLASHERS
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE
RED = IN YELLOW = OUT

THIS ESTIMATE IS FOR 23 SECONDS OF ADVANCED PREEMPTION.

- 8X8 INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROLL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:
Min. 4'3" with curb,
Min. 8'3" without curb,
Max. 12'
House Clearance: 25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
LOCATION: LOUISVILLE, CO
STREET: DILLON RD
LS: 476
M.P. 18.35
DOT # 244798M
DIVISION: POWDER RIVER
SUBDIVISION: FRONT RANGE
NO SCALE
DATE: 02/08/19
FILE: 73704-StateSketch.dgn
AMW

Exhibit "E"

Version 07/12/2017

RESET

EXHIBIT E

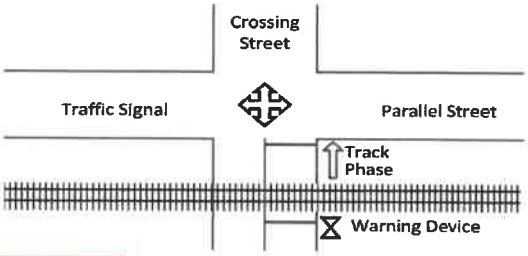
Texas Department of Transportation

GUIDE FOR DETERMINING TIME REQUIREMENTS FOR TRAFFIC SIGNAL PREEMPTION AT HIGHWAY-RAIL GRADE CROSSINGS

Form 2304
(Rev. 7/17)

City	Louisville	CSJ		Date	07/02/19
County	Adams			Completed by	Lawrence Lang, P.E.
District				District Approval	

Show North Arrow



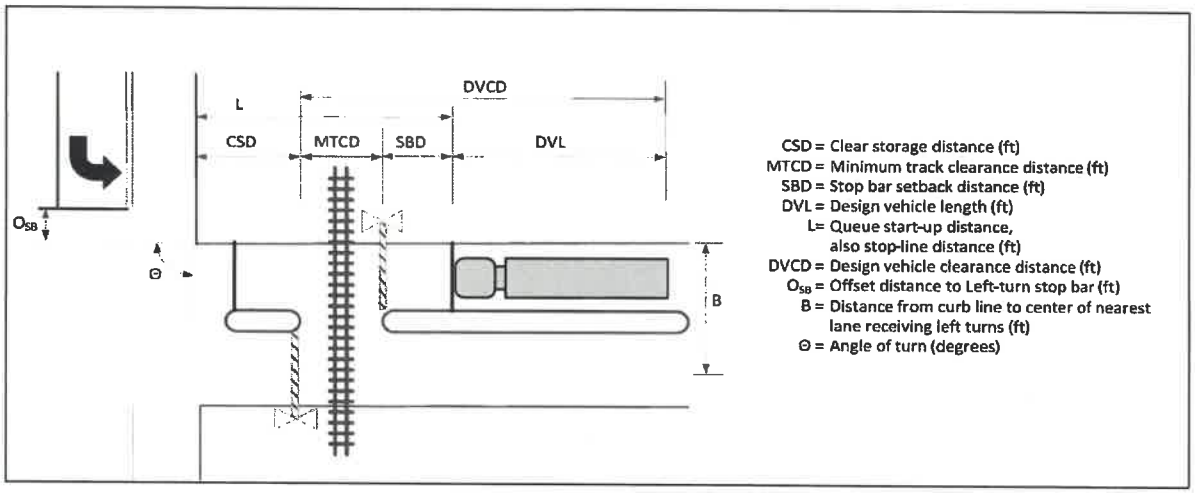
Parallel Street Name: Pierce Avenue

Crossing Street Name: Dillon Road

Railroad	BNSF	Railroad Contact	Amber Stoffels
Crossing DOT#	244798M	Phone	303-480-6584

NOTE: After approval by the District, a copy of this form, along with the traffic signal design sheets and the phasing diagrams for normal and preempted operation, shall be placed in the traffic signal cabinet. See Section 7 for traffic signal timings.

SECTION 1: GEOMETRY DATA & DEFAULTS



GEOMETRIC DATA FOR CROSSING

			Remarks
1. Clear storage distance (CSD, feet)	1.	370	Measured along shoulder edge
2. Minimum track clearance distance (MTCD, feet)	2.	27	Measured from proposed "new" gate location
3. Stop bar setback distance (SBD, feet)	3.	8	Enter "0" if no stop bar is present
4. Width of receiving approach (B, feet)	4.	0	Not Applicabke
5. Offset distance of left turn stop bar (O_{SB}, feet)	5.	0	Not Applicable
6. Approach grade. % (0 if approach is on downgrade)	6.	0.0	
7. Angle of turn at Intersection (Θ, degrees)	7.	90	

DESIGN VEHICLE DATA

8. Select Design Vehicle

☐ School Bus ☐ Intermediate Truck ☑ Interstate Semi-Truck ☐ Other

9. Default design vehicle length (feet)	9.	75	Based on selected Design Vehicle
a. Additional vehicle length, if needed (feet)	9a.	0	Use only if "Other" selected as Design Vehicle
10. Total design vehicle length (DVL, feet)	10.	75	Sum of line 9 and 9a
11. Centerline turning radius of design vehicle (R, feet)	11.	41	Based on selected Design Vehicle
12. Passenger car vehicle length (LV, feet)	12.	19	Default value

EXHIBIT E

SECTION 2: RIGHT-OF-WAY TRANSFER TIME CALCULATION

Preempt verification and response time

			Remarks
13. Preempt delay time (seconds)	13.	0	
14. Controller response time to preempt (seconds)	14.	0.0	Manufacturer:
			Firmware Version:
15. Preempt verification and response time (seconds): add lines 13 and 14	15.	0.0	

Worst-case conflicting vehicle time

			Remarks
16. Minimum green time during right-of-way transfer (seconds)	16.	1	Value may be adjusted to meet local conditions
17. Other green time during right-of-way transfer (seconds)	17.	0	
18. Yellow change time (seconds)	18.	4.0	
19. Red clearance time (seconds)	19.	1.0	
20. Worst-case conflicting vehicle time (seconds): add lines 16 through 19	20.	6.0	

Worst-case conflicting pedestrian time

			Remarks
21. Minimum walk time during right-of-way transfer (seconds)	21.	0	Value may be adjusted to meet local conditions
22. Pedestrian clearance time during right-of-way transfer (seconds)	22.	0	Refer to instructions for pedestrian truncation guidance
23. Vehicle yellow change time, if not included on line 22 (seconds)	23.	0.0	
24. Vehicle red clearance time, if not included on line 22 (seconds)	24.	0.0	
25. Worst-case conflicting pedestrian time (seconds): add lines 21 through 24	25.	0.0	

Worst-case conflicting vehicle or conflicting pedestrian time

26. Worst-case conflicting vehicle or conflicting pedestrian time (seconds): maximum of lines 20 and 25	26.	6.0
27. Right-of-way transfer time (seconds): add lines 15 and 26	27.	6.0

SECTION 3: QUEUE CLEARANCE TIME CALCULATION

			Remarks
28. Are there left-turns towards the tracks?	☐ Yes ☑ No		Clearance of left-turns towards tracks not recommended
29. Distance traveled by truck during left-turn (LTL, feet):	29.	0	LTL = ∏Rθ/180
30. Travel speed of left-turning truck (S_{LTT}, mph):	30.	10	Default value
31. Distance required to clear left-turning truck from travel lanes on track clearance approach (feet):	31.	0	Equation: (line 4 + line 5 + line 12 - line 11) + line 29 + line 10
32. Additional time required to clear left-turning truck from travel lanes on track clearance approach (seconds):	32.	0.0	Equation: [(line 31 * 3600) / (line 30 * 5280) - line 18 - line 19]
33. Worst-case Left Turning Truck time (seconds): if Line 28 = 'Yes', use line 32; otherwise Use 0	33.	0.0	
34. Queue start-up distance, L (feet): add lines 1 through 3	34.	405	
35. Time required for design vehicle to start moving (seconds): calculate as 2+(L+20)	35.	22.3	
36. Design vehicle clearance distance, DVCD (feet): add lines 2, 3 and 10	36.	110	
37. Time for design vehicle to accelerate through the DVCD (seconds), level terrain	37.	14.0	
38. Factor to account for slower acceleration on uphill grade	38.	1.00	
39. Time for design vehcle to accelerate through DVCD (seconds), adjusted for grade: multiply lines 37 and 38	39.	14.0	
40. Queue clearance time (seconds): add lines 33, 35 and 39	40.	36.3	

SECTION 4: MAXIMUM PREEMPTION TIME CALCULATION

			Remarks
41. Right-of-way transfer time (seconds): line 27	41.	6.0	
42. Queue clearance time (seconds): line 40	42.	36.3	
43. Desired minimum separation time (seconds)	43.	0.0	BNSF provides 10s of buffer/separation time
44. Maximum preemption time for Queue Clearance (seconds): add lines 41 through 43	44.	42.3	

EXHIBIT E

SECTION 5: SUFFICIENT WARNING TIME CHECK

Remarks

45. Required minimum time, MT (seconds): per regulations 45. 20
46. Clearance time, CT (seconds): (line 2 -35) / 10 (rounded up to nearest second)..... 46. 0
47. Total minimum warning time, MWT, needed (seconds): add lines 45 and 46 (excludes buffer time and equipment response time)..... 47. 20
48. Required advance preemption time (APT) from railroad (seconds): subtract line 47 from line 44, round up to nearest full second, enter 0 if less than 0 ..... 48. 23
49. APT currently provided by railroad (seconds): Enter "0" if new crossing or signal 49. 0

If the required advance preemption time (line 48) is greater than the amount of advance preemption time currently provided by the railroad (line 49), additional warning time must be requested from the railroad. Alternatively, the maximum preemption time (line 48) may be decreased after performing an engineering study to investigate the possibility of reducing the values on lines 13, 16, 17, 21, 22 and 43.

Remarks:

SECTION 6: TRACK CLEARANCE GREEN TIME CALCULATION (IF NO GATE DOWN CIRCUIT PROVIDED)

Preempt Trap Check

Remarks

50. Warning Time Variability (Select One)
    - [x] Consistent Warning Times
    - [ ] Low Warning Time Variability
    - [ ] High Warning Time Variability
51. APT required or provided (seconds): maximum of Line 48 or Line 49..... 51. 23 — See Instructions for details.
52. Multiplier for maximum APT due to train handling 52. 1.00
53. Maximum APT (seconds): multiply line 51 and 52 ..... 53. 23.0
54. Minimum duration for the track clearance green interval (seconds) 54. 15
55. Track Clearance Green Time to avoid Preempt Trap (seconds): add lines 53 and 54 ..... 55. 38.0

Clearing of Clear Storage Distance

56. Time waiting on left-turn truck (seconds): line 33 ..... 56. 0.0
57. Time required for design vehicle to start moving (seconds): line 35 ..... 57. 22.3
58. Design vehicle clearance distance (DVCD, feet): line 36 ..... 58. 110

If CSD ≤ DVL, you must clear the design vehicle through the entire CSD during the traffic clearance phase; however, if CSD > DVL, you should consider providing enough time to clear the design vehicle from the crossing.

Is the clear storage distance (CSD) less than or equal to the design vehicle length (DVL)?
- [ ] YES. The design vehicle MUST clear through the entire CSD. (CSD will be entered in Line 59).
- [x] NO. The design vehicle may clear through a portion of the CSD.

Do you want to clear the design vehicle through the entire CSD?
- [ ] YES. Clear the entire CSD. (CSD will be entered in Line 59).
- [x] NO. Clear the crossing ONLY. (DVL will be entered in Line 59).

59. Portion of CSD to clear during track clearance phase (feet) 59. 75
60. Design vehicle relocation distance (DVRD, feet): add lines 58 and 59 ..... 60. 185
61. Time required to accelerate design vehicle through DVRD (seconds), level terrain: 61. 18.6
62. Factor to account for slower acceleration on uphill grade 62. 1.00
63. Time required to accelerate design vehicle through DVRD (seconds), adjusted for grade: multiply lines 61 and 62 ..... 63. 18.6
64. Time to clear portion of clear storage distance (seconds): add lines 56, 57 and 63 ..... 64. 40.8
65. **Track clearance green interval (seconds): maximum of lines 55 or 64, round up to nearest full second** 65. 41

Maximum Duration of Track Clearance Green after gates are down (in absence of a gate down circuit)

66. Total time to complete track clearance green (seconds): line 27 + line 65 ..... 66. 47.0
67. Total time before gates are down (seconds): subtract 5 seconds from line 44 (per AREMA Manual) 67. 37.3
68. **Maximum Duration of Track Clearance Green after gates are down (seconds): Line 66 - Line 67** 68. 10

EXHIBIT E

SECTION 7: SUMMARY OF CONTROLLER PREEMPTION SETTINGS

			Remarks
69. Duration Time (seconds)	**69.**	0	Default Value
70. Preempt Delay Time (seconds)	**70.**	0	From Line 13

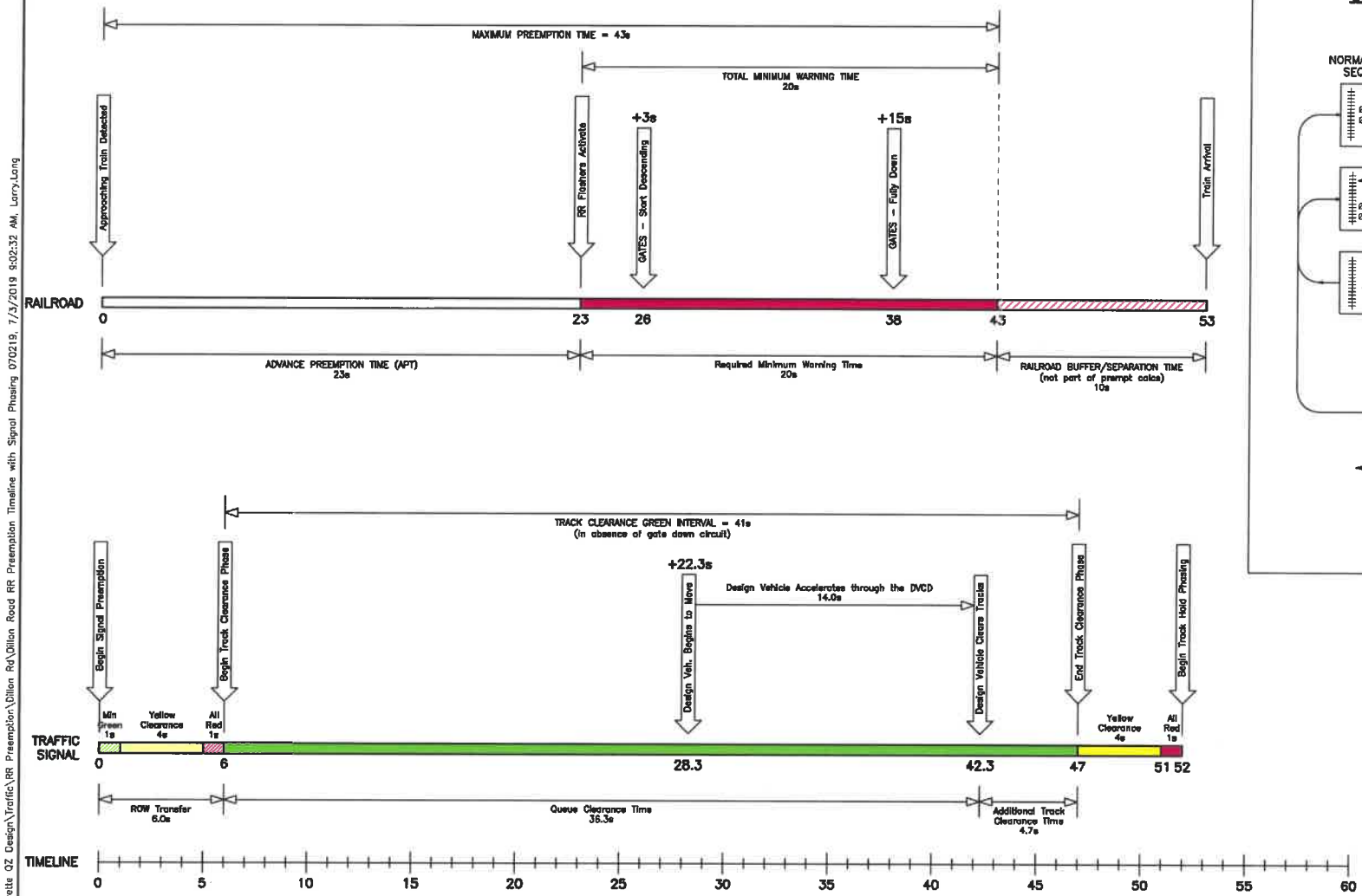
Right of Way Transfer Phase			Remarks
71. Minimum Green Interval (seconds)	**71.**	1	From Line 16
72. Pedestrian Walk Interval (seconds)	**72.**	0	From Line 21
73. Pedestrian Clearance Interval (Flashing "DON'T WALK", seconds)	**73.**	0	From Line 22
74. Yellow Change Interval (seconds)	**74.**	4.0	From Line 18
75. All Red Vehicle Clearance (seconds)	**75.**	1.0	From Line 19

Track Clearance Phase			Remarks
76. Green Interval (seconds) (in the absence of gate down circuit)	**76.**	41	From Line 65
77. Green Interval (seconds) with gate down circuit	**77.**	36	From Line 40
78. Yellow Change Interval (seconds)	**78.**	4.0	From Line 18
79. All Red Vehicle Clearance (seconds)	**79.**	1.0	From Line 19

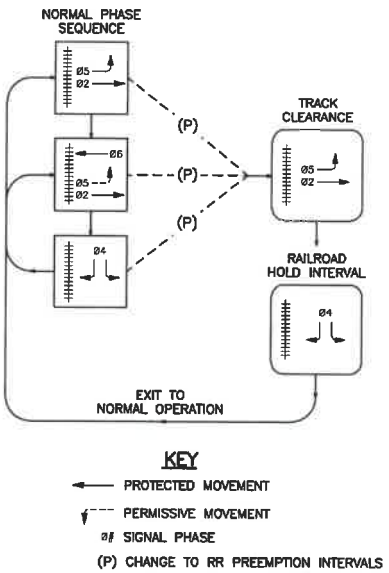
Exit Phase			Remarks
80. Dwell/Cycle Minimum Green Time (seconds)	**80.**	0	Default Value
81. Yellow Change Interval (seconds)	**81.**	4.0	From Line 18
82. All Red Vehicle Clearance (seconds)	**82.**	1.0	From Line 19

Remarks:

EXHIBIT E



SIGNAL PHASING DIAGRAM



Print Date: 7/3/2019 9:02:32 AM			
File Name: Dillon Road RR Preemption Timeline with Signal Phasing 070219.dwg			
Horizontal Scale: NA	Vertical Scale: NA		

FELSBURG HOLT & ULLEVIG
6300 South Syracuse Way, Suite 600
Centennial, CO 80111
Phone: 303.721.1440
www.FHUENG.com

R-X

Sheet Revisions		
Date	Comments	Initials

Colorado Department of Transportation
10601 W. Tenth Street
Greeley, CO 80634
Phone:970-350-2211 FAX:970-350-2178
Region 4 KMK

As Constructed	
No Revisions:	
Revised:	
Void:	

LOUISVILLE/LAFAYETTE QUIET ZONE
DILLON RD / PIERCE ST SIGNAL
RAILROAD PREEMPTION TIMELINE

Designer:	LCL	Structure Numbers	
Detailer:	LCL		
Subset:	TRAFFIC	Sheets:	RP-1 of 1

Project No./Code
STU M825-013
21673
Sheet Number

I:\116359-01 Louisville-Lafayette QZ Design\Traffic\RR Preemption\Dillon Rd\Dillon Road RR Preemption Timeline with Signal Phasing 070219, 7/3/2019 9:02:32 AM, Larry.Long

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8E

SUBJECT: **2020 CONTRACT FOR WATER ATTORNEY SERVICES WITH HILL & POLLOCK, LLC**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
On October 1, the City Council voted to retain the firm of Hill & Pollock, LLC as the City's Water Attorney for another two-year appointment starting in January 2020 with a contract to be brought back for approval. Hill & Pollack are requesting an increase in their hourly rate from $215 to $240. A new contract is attached for Council consideration. The Legal Review Committee recommends approval of the new contract.

PROGRAM/SUB-PROGRAM IMPACT:
The goal of the legal support sub-program is to ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective, and efficient governance, administration and support. This contract helps the Council achieve that goal.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve new contract with Hill & Pollack. LLC for water attorney services.

ATTACHMENT(S):
1. 2020 Contract with Hill & Pollock, LLC.

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

CONTRACT FOR WATER ATTORNEY SERVICES

This Contract between the CITY OF LOUISVILLE. COLORADO ("City") and the law firm of HILL & POLLOCK, LLC ("Attorney") is as follows:

WITNESSETH:

WHEREAS, the City is in need of a Water Attorney; and

WHEREAS, Alan G. Hill and Ashley N. Pollock are duly licensed attorneys in the State of Colorado, and Hill & Pollock, LLC is willing and able to serve as Water Attorney;

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints the Attorney as Water Attorney for Louisville and Attorney hereby accepts the position of Water Attorney. It is understood that the work of the Water Attorney will be performed by Alan G. Hill and Ashley N. Pollock, but that Mr. Hill and shall be principally responsible to the City Council for that work.

2. Term. The services to be performed by the Attorney shall begin upon appointment to the position of Water Attorney and shall terminate on the Attorney's removal or resignation.

3. Removal or Resignation. Attorney shall serve at the pleasure of the City Council and may be removed from the position of Water Attorney at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. Attorney shall be automatically removed from the position upon the appointment by City Council of a different Water Attorney.

Attorney may voluntarily resign as Water Attorney by providing at least sixty (60) days advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the Water Attorney for Louisville required by Constitution, home rule charter, statute, or ordinance, and shall perform other legal services as requested by the City Council or by such City officers or employees as designated by the City Council.

5. Compensation. The City agrees to pay the Attorney for all services under this Contract at the rates set forth in the "Appendix A -- Fee Schedule," attached hereto and incorporated herein by this reference.

The Attorney agrees to bill the City monthly, indicating the services performed, the time expended thereon, and the dates of service. Attorney's expenses for travel to and from Louisville shall not be billed separately to the City.

6. Outside Legal Counsel. The City may employ, at the City' s expense, outside the terms of this Contract, other legal counsel determined to be necessary by the City Council.

7. Amendment. Any amendment to this Contract shall be in writing and agreed to by the parties

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

HILL & POLLOCK, LLC

By:_____
Alan G. Hill, Member

Date: December 2, 2019

CITY OF LOUISVILLE, COLORADO

By:_____
Ashley Stolzmann, Mayor

Date: _____

ATTEST:

_____
Meredyth Muth, City Clerk

Date: _____

APPENDIX A
FEE SCHEDULE

ATTORNEY AND PROFESSIONAL STAFF FEES

Alan Hill..... $240.00/hour
Ashley Pollock..... $240.00/hour
Paralegal..... $155.00/hour

EXPENSES AT COST, INCLUDING BUT NOT LIMITED TO:

Court Costs, including mandatory electronic filing and service fees
Outsourced document reproduction
Property records recording fees
Property records search/copy fees
Delivery services
Trial supplies
Reasonable and necessary travel expenses (except to/from Louisville City Hall)

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8F

SUBJECT: **2020 CONTRACT FOR CITY PROSECUTOR SERVICES WITH THE CRIBARI LAW FIRM**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
On October 1, the City Council voted to retain the Cribari Law Firm as the City's Prosecuting Attorney for another two-year appointment starting in January 2020 with a contract to be brought back for approval. In reviewing the pay of the prosecutor compared to other municipalities, the Legal Review Committee recommends an increase in the hourly rate from $115 to $130. A new contract is attached for Council consideration. The Legal Review Committee recommends approval of the new contract.

PROGRAM/SUB-PROGRAM IMPACT:
One of the objectives of the Municipal Court sub-program is administer fair and competent hearings. Hiring the best person to be prosecutor helps achieve that goal.

FISCAL IMPACT:
None

RECOMMENDATION:
Approve new contract with the Cribari Law Firm for Prosecuting Attorney Services.

ATTACHMENT(S):
1. 2020 Contract with Cribari Law Firm

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

CONTRACT FOR CITY PROSECUTOR

This Contract is made and entered this ___ day of _____, 20___ by and between the City of Louisville ("City"), a Colorado home rule municipal corporation and the Cribari Law Firm PC. ("Attorney").

WHEREAS, the City is in need of a prosecutor for the City's municipal court; and

WHEREAS, K. Colette Cribari of the Cribari Law Firm is an attorney experienced in the field of municipal court prosecution, and is willing and able to serve as the City Prosecutor.

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The City hereby appoints K. Colette Cribari of the Cribari Law Firm PC as City Prosecutor for the Louisville Municipal Court, and Ms. Cribari hereby accepts the position of City Prosecutor on behalf of the Cribari Law Firm.

2. Term. The services to be performed by the Attorney shall begin upon appointment of Ms. Cribari's appointment to the position of City Prosecutor and shall terminate on her removal or resignation.

3. Removal or Resignation. The Attorney shall serve at the pleasure of the City Council and may be removed from the position of City Prosecutor at any time by affirmative vote of four members of the City Council, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. The Attorney shall be automatically removed from the position upon the appointment by the City Council of a different City Prosecutor; provided, however, Attorney's appointment as City Prosecutor shall not be affected by the City Council's appointment of one or more back-up prosecutors to serve in the Louisville Municipal Court.

The Attorney may voluntarily resign as City Prosecutor by providing at least sixty (60) days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council.

4. Services. The Attorney shall perform all duties of the Prosecutor required by Constitution, statute, Supreme Court rule, or ordinance.

5. Compensation. The City agrees to pay the Attorney one hundred fifteen dollars ($130.00) per hour for all services under this Contract. The Attorney agrees to bill the City monthly, indicating the services performed and the dates of service. Attorney's expenses and time for travel to and from Louisville shall not be billed separately to the City.

6. Independent Contractor Status. The Attorney is an independent contractor and not an employee or agent of the City. Nothing herein shall be construed as establishing a quality

standard for Ms. Cribari or any other individual, or as establishing any right on the part of the City to oversee the actual work of the Attorney or to instruct any individual as to how the work will be performed.

7. Professional Liability Insurance. The Attorney shall procure and maintain on behalf of each person performing services pursuant to this Contract Professional Liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. Such policy or policies shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8. Amendment. Any amendment to this Contract shall be in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

CITY OF LOUISVILLE

By: _____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

CRIBARI LAW FIRM PC

By: _____
K. Colette Cribari

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8G

SUBJECT: **RESOLUTION NO. 59, SERIES 2019 – A RESOLUTION SETTING THE COMPENSATION OF THE DEPUTY MUNICIPAL JUDGE**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
The compensation of the Deputy Municipal Judge was last updated in 2015. After reviewing compensation in neighboring communities, the Legal Review Committee found the current rate to be significantly lower than the range for most other positions and recommends an increase of in the Deputy Judge's hourly compensation rate for 2020 to $140.00 per hour, up from $70 per month. The City only pays the Deputy Judge when he/she fills in for the Municipal Judge.

PROGRAM/SUB-PROGRAM IMPACT:
One of the objectives of the Municipal Court sub-program is administer fair and competent hearings. Hiring the best person to be deputy judge helps achieve that goal.

FISCAL IMPACT:
Estimated to be less than $2000 per year.

RECOMMENDATION:
Approve Resolution No. 59, Series 2019.

ATTACHMENT(S):
1. Resolution No. 59, Series 2019

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

RESOLUTION NO. 59
SERIES 2019

A RESOLUTION SETTING THE COMPENSATION OF THE DEPUTY MUNICIPAL JUDGE

WHEREAS, Section 9-3(c) of the home rule charter provides that the City Council shall establish the compensation for the presiding municipal judge and each deputy municipal judge; and

WHEREAS, the salary of the presiding municipal judge has been set by ordinance, and the City Council by this resolution desires to set the compensation of the deputy municipal judge;

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

1. Effective January 1, 2020, the deputy municipal judge shall receive compensation for judge's services in the amount of $140.00 per hour, with a minimum of two hours, for municipal court session over which the deputy municipal judge presides.

PASSED AND ADOPTED this 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8H

SUBJECT: **DISCUSSION/DIRECTION/ACTION – PROCESS FOR FILLING MUNICIPAL JUDGE VACANCY**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
In September, 2019 Presiding Municipal Judge Kristan Wheeler gave notice she would be leaving her position. On October 1 the City Council approved a contract with Judge David Thrower to be the Interim Municipal Judge through February 29, 2020 to allow the City time to fill the vacant position.

On December 2, the Legal Review Committee met to discuss a process and timeline to fill the vacant judge position. Members recommend not advertising the position until January so that it does not coincide with the holidays and also to allow time for the compensation for the position to be finalized. Therefore members of the Committee recommend the process outlined below.

- Advertise for position beginning January 9 and leave the position open for at least 30 days.
- Committee to review all applications in February and interview some or all applicants.
- Committee to make a hiring recommendation to the full Council in March or April.

To accommodate this schedule, the Committee recommends lengthening the contract with Judge Thrower as Interim Municipal Judge through April 30, 2020. Judge Thrower is amenable to such an extension. If Council approves this schedule a new contract with Judge Thrower will come back to Council for consideration at the January 7, 2020 meeting.

As this is one of the four positons that report directly to the City Council, the Committee wants all members of Council to know they are welcome to participate with the Committee in any aspect of the application review and interview process.

This same process will be used to hire one or two Deputy Judges who can fill in for the Presiding Judge when needed.

A draft position announcement and application are attached. Both documents have been reviewed and recommended for approval by the Legal Committee.

PROGRAM/SUB-PROGRAM IMPACT:
One of the objectives of the Municipal Court sub-program is administer fair and competent hearings. Hiring the best person to be judge helps achieve that goal.

FISCAL IMPACT:
The salary of the position is $33,600 per year (assuming salary increase approved).

RECOMMENDATION:
Approve the process for filling the judge vacancy.

ATTACHMENT(S):
1. Position Announcement
2. Application

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

CITY OF LOUISVILLE
ANNOUNCEMENT
PRESIDING MUNICIPAL JUDGE AND
DEPUTY MUNICIPAL JUDGE APPOINTMENTS

The City of Louisville, Colorado is accepting applications for the position of Presiding Municipal Judge and two (2) Deputy Municipal Judges. Candidates shall be admitted to the practice of law in the State of Colorado, and currently licensed members of the Colorado bar in good standing. All positions will be independent contractors working for the City of Louisville.

Description of the Court:

- The Louisville Municipal Court is a qualified court of record as defined under C.R.S. 13-10-102.
- The types of cases heard in the Municipal Court are traffic and municipal code and charter violations.
- The City Council has decriminalized some traffic cases. Municipal Code violations are generally criminal in nature.
- The City offers mail-in plea bargains on decriminalized traffic cases. Minor code violations (first offense) are payable by mail.
- There is a schedule of fines to assess for mail-in violations.
- There is a schedule of bond amounts for various criminal cases.
- The Court utilizes default judgment on failures to appear in decriminalized traffic offenses and bench warrants for failures to appear on all criminal cases.
- Further details may be found in Section 9.3 of the Louisville Home Rule Charter.

COURT SCHEDULE – The Court has two sessions per month, 1st and 3rd Tuesdays; schedule negotiable

Arraignments
9:00 – 11:00 am adults both Tuesday sessions
3:00 – 5:00 pm juveniles 3rd Tuesday session
The number of cases heard at each arraignment averages 45 - 50 per day.

Pre-Trials & Trials to Court
1:00 – 3:30 pm 1st Tuesday session
1:00 – 2:30 pm 3rd Tuesday Session
1-2 Trials per month

Jury Trials
Scheduled as needed – approximately 2 per year
(Traffic decriminalized – very few traffic cases go to Jury Trial)

Overflow: established as needed

OTHER DUTIES:

Swearing in of City Council members and other appointed officials
Swearing in of police officers, code enforcement officers, and rangers

COMPENSATION

The Presiding Municipal Judge is paid $2,800 per month. The hours spent in Court range from 15-25 per month. Court Staff has the liberty to contact the Presiding Municipal Judge during business hours for direction on non-routine Court matters.

The Presiding Municipal Judge is a contract position with the appointment made by City Council. The process is governed by Section 9-3 of Louisville Home Rule Charter.

The appointment to be made by the City Council is to for a term to commence May 1, 2020. The successful candidates will be required to enter into an independent contractor services contract as required by the City.

Candidates are required to submit an application, which is available on the City of Louisville web site.

Please submit application by mail to:

City of Louisville
Attn: Meredyth Muth, City Clerk
749 Main Street
Louisville, CO 80027

Or by email to:

MeredythM@LouisvilleCO.gov

Application Deadline: _____

APPLICATION FOR LOUISVILLE, COLORADO MUNICIPAL COURT JUDGESHIP AND TWO DEPUTY MUNICIPAL COURT JUDGESHIPS

The information you provide in the application is public information and will be released upon request if the applicant's name is forwarded to the Louisville City Council as a finalist for consideration of appointment. All positions will be independent contractors working for the City of Louisville.

PLEASE MARK WHICH POSITIONS YOU ARE INTERESTED IN APPLYING FOR:

☐ **Presiding Judge** ☐ **Deputy Judge (2)** ☐ **Either Position**

A. PERSONAL INFORMATION

1. Full Name:
2. Are you able to work in the United States on a full-time basis?
3. Are you an attorney at law admitted to practice in Colorado?
   If so, what is your Attorney Registration Number?
4. Current work address:
5. Best telephone number at which to reach you:
6. List your place of residence for the past five years:

Dates	City	State	County

B. EDUCATIONAL BACKGROUND

7. List the names and locations of schools attended, beginning with high school.

Name	Location	Dates Attended	Degree

C. PROFESSIONAL BACKGROUND AND EXPERIENCE

8. List all courts in which you have been admitted to practice, with dates of admission. Give the same information for administrative bodies which require special admission to practice.

Bar Admission	Date

9. Indicate your present employment (list professional partners or associates, if any, and include dates). If you currently practice law, describe the nature of your present law practice, listing the major types of law you practice and the percentage each constitutes of your total practice.

10. If you have focused on any specific area of law listed in number 9, what is it?

11. Have you practiced in the trial courts of Colorado within the past five years? If so, please state what percentage of your total practice was comprised by trial practice and the types of matters you handled.

12. Summarize your experience presiding over or serving as an advocate in adversary proceedings before administrative boards or commissions.

13. List your prior professional or business employment since completion of your formal education (include dates).

14. If you have not been employed continuously since completion of your formal education, provide the dates and for each period, describe generally what you were doing.

D. PROFESSIONAL, COMMUNITY, AND PUBLIC SERVICE

15. List activities in professional associations, including offices held, committees, awards, honors, and citations (include dates).

16. List your recent activities in civic and charitable organizations, including offices held, awards, honors, and citations (include dates).

17. List all public offices to which you have been appointed or elected (include dates served).

18. Have you served in the military? If so, please provide the branch, dates of service, rank attained, and whether you received an honorable discharge.

E. REQUIREMENT TO COMPLY WITH THE LOUISVILLE CITY CHARTER AND THE LOUISVILLE CITY CODE

If appointed to the bench, you will be required to comply with the provisions of contained in the Louisville City Charter and the Louisville Municipal Code

19. Do you understand a judge is required to file reports of compensation for quasi-judicial and extra-judicial activities in conformance with the Code of Judicial Conduct?

20. Do you understand that a judge must comply with and is subject to applicable provisions of Louisville City Charter and the Louisville Municipal Code, including but not limited to the provisions of Section 9-3 of the Charter setting forth principles of conduct for City municipal judges?

21. Do you understand that City of Louisville's ethics rules provide 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, that City officers and employees similarly shall not receive such gifts, and that you must abide by the gift restrictions and any other applicable provisions of the City's Code of Ethics?

F. MISCELLANEOUS

22. A Louisville municipal judge is expected to use computer technology for a wide variety of functions including word processing, legal research, case management, e-filing and e-mail. Do you **personally use** a computer for any of the purposes listed above or for similar purposes? If yes, describe the functions you perform and state how frequently you perform each function. If no, state whether you will participate in training to develop and maintain your personal skills in using computer technology.

23. List the names of no more than three individuals whom you have contacted and who have agreed to serve as professional references. If selected as a finalist, we will request you provide at least one letter of reference from someone who has knowledge of your legal work.

24. Please attach a statement not to exceed one page in length, double-spaced, discussing the reasons why you wish to be appointed to this vacancy and the qualities you would bring to the bench if appointed.

G. PROFESSIONAL CONDUCT AND ETHICS

25. Have you ever been disciplined or sanctioned for a breach or possible breach of ethics or unprofessional conduct by the Supreme Court Grievance Committee, the Attorney Regulation Committee, the Presiding Disciplinary Judge, the Colorado Supreme Court, the Commission on Judicial Discipline (including a private letter of admonition, reprimand, or censure), or by any administrative agency or disciplinary committee? If so, please provide details.

26. Do you know if any proceeding is pending against you before the Attorney Regulation Committee, the Presiding Disciplinary Judge, the Colorado Supreme Court, or by any administrative agency or disciplinary committee? If so, please provide details.

27. Have you ever been convicted (including by plea of guilty or *nolo contendere*) a felony, misdemeanor (including driving under the influence of alcohol or drugs, driving while ability impaired by alcohol or drugs), or a serious moving traffic offense in any jurisdiction within or outside Colorado? If so, please provide details.

28. Have you ever been a party to or the subject of, or involved in any other legal proceedings, civil or criminal (excluding dissolution or bankruptcy proceedings and non-moving minor traffic offenses)? If so, please provide details.

29. Have you ever been cited for contempt of Court? If so, please provide details

30. Is there any circumstance or event in your personal or professional life which, if brought to the attention of the City of Louisville, might tend to affect adversely your qualifications to serve on the Louisville Municipal Court? If so, please explain.

31. Do you currently have a valid Colorado driver's license? If not, please provide details.

32. Has your driver's license ever been revoked or suspended? If so, please provide details.

H. MISCELLANEOUS INFORMATION

33. Have you ever failed to file your state or federal income tax return? If so, please explain.

34. Have you been found by the Colorado Department of Revenue, IRS, or any other agency or court to have willfully failed to properly disclose your income during the last five years? If so, please give details.

35. Do you owe any unpaid taxes or past-due child support? If so, please explain.

CERTIFICATE OF APPLICANT

I understand the submission of this application expresses my willingness to accept appointment to the position of presiding municipal judge, deputy municipal judge, or both for the City of Louisville, Colorado, as noted on page 1 of this application and my willingness to abide by the Louisville City Charter and the Louisville Municipal Code, if appointed. I hereby certify that the information given in this application is correct and complete.

Date: _____ _____
Signature of Applicant

_____
Print or Type Name

WAIVER

I grant the City of Louisville, Colorado the right to examine the records of the Attorney Regulation Counsel (formerly maintained by the Supreme Court Grievance Committee) and the records of the Commission on Judicial Discipline. I consent to the release of information by employers, schools, law enforcement agencies, credit agencies, and other authorized personnel to verify the information contained in this application.

Date: _____ _____
Signature of Applicant

_____
Print or Type Name

Applications must be submitted by _____.

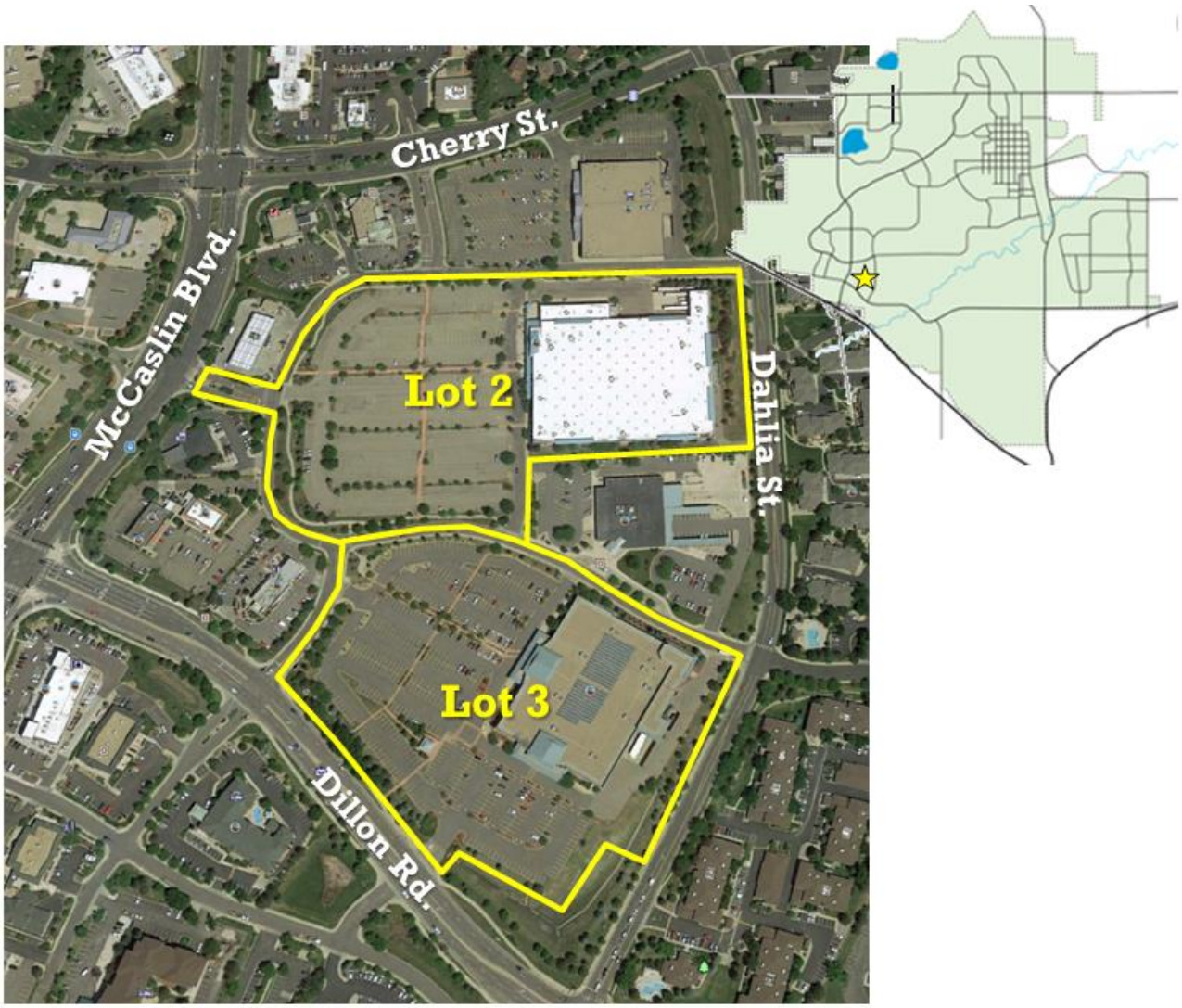
CITY COUNCIL COMMUNICATION
AGENDA ITEM 8I

SUBJECT: **ORDINANCE NO. 1787, SERIES 2019 - AN ORDINANCE AMENDING THE TO THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN (GDP) CONCERNING ALLOWED USES AND DENSITIES FOR LOTS 2 AND 3, CENTENNIAL VALLEY PARCEL O, 7TH FILING – 1ST READING, SET PUBLIC HEARING 1/7/20**

DATE: **DECEMBER 17, 2019**

PRESENTED BY: **ROB ZUCCARO, PLANNING AND BUILDING SAFETY DIRECTOR**

VICINITY MAP:



SUMMARY:
The property owners, and Seminole Land Holdings, Inc./Centennial Valley Investments, LLC and Centennial Valley Properties I, LLC, request approval of a General Development Plan (GDP) Amendment for Lots 2 and 3 of Centennial Valley, Parcel O, 7th Filing (see Attachments 2 and 3 for proposed GDP Amendment and application materials. Ascent Community Church has entered into a contract to purchase Lot 2 and has signed a letter of support for the proposal. Lots 2 and 3 were previously developed as a Sam's Club and Kohl's department store. Ascent Community Church and a furniture warehouse have occupied the former Sam's Club building on Lot 2 for the last several years and the Kohl's building is currently vacant. The proposed amendment includes:

- Adding Indoor Commercial Amusement/Entertainment to the allowed uses. Currently, allowed uses are limited to those listed in Louisville Municipal Code Sec. 17.72.090 (see Attachment 4).
- Increasing the maximum allowed Floor Area Ratio (FAR) from 0.2 to 0.3 FAR. This would change the allowed development area on each lot as follows:

	Total Lot Area	Allowed Development with .2 FAR	Allowed Development with .3 FAR	Existing Development	Net New Development with .3 FAR
Lot 2	572,814 sq. ft.	114,563 sq. ft.	171,844 sq. ft.	107,178 sq. ft.	64,666 sq. ft.
Lot 3	447,361 sq. ft.	89,472 sq. ft.	134,208 sq. ft.	86,584 sq. ft.	47,624 sq. ft.

Any additional development would be dependent on approval of a Planned Unit Development application, including evaluation of minimum parking requirements for changes in use and any new development area. Staff also recommends that any future development proposals include a transportation impact analysis as part of the PUD approval to ensure the network can accommodate the additional development densities.

BACKGROUND:
The City of Louisville worked jointly with the property owners and Ascent Community Church on a previous GDP Amendment application that the Planning Commission reviewed at the June 13, 2019 meeting (see Attachment 5 for minutes). The proposal included the same use change to allow Indoor Commercial Amusement/Entertainment uses and the same commercial FAR increase to .3 FAR. The prior application included the following additional changes that are no longer part of the application:

- Allow multi-family residential uses up to a cap of 240 units or up to 336 units if the property developers meet certain incentives (affordable housing and public space incentives)
- Require a minimum amount of new sales tax generating and other supportive commercial development concurrent with any new residential development.
- Require a minimum of 7% of the development area to include a public space, such as a plaza or park.
- Require a new pedestrian friendly and multi-modal street grid with maximum block intervals of 400-600'.

- Increase the allowed heights to range between 3 and 4 stories and up to 55' in height.

The previous GDP Amendment application built off the McCaslin Parcel O Redevelopment Study (Parcel O Study), which Economic and Planning Systems, Inc. completed for the City on February 1, 2019 (see Attachment 6). The purpose of the Parcel O Study was to inform the City on market trends and market supported redevelopment opportunities, community desires for redevelopment, and to set a roadmap for any needed regulatory changes to support redevelopment. Many of the recommendations in the Parcel O study assumed a full redevelopment of one or both of the former big-box lots. The Parcel O Study found that the Sam's Club building included financial barriers and barriers based on recent market trends that would make reuse of the building unlikely.

Following the City initiating the Parcel O Study and the last GDP Amendment, Ascent Community Church has entered into a contract to purchase Lot 2 and is currently evaluating possible reuse of the existing Sam's Club building as a mix of church and commercial uses. Both the Lot 3 owner and Ascent Church have indicated that they intend to reuse and re-tenant the existing buildings. With potential reuse of both the Sam's Club and Kohl's buildings, the proposed residential zoning and height incentives were likely not needed to incentivize new commercial redevelopment and the public space and multi-modal access improvements could not be easily integrated into a scenario that re-used both big-box buildings. City Council withdrew the application at their September 3, 2019 meeting based on these changed conditions (see Attachment 7 for minutes).

ANALAYIS:

GDP Amendment Review Criteria

LMC Sec. 17.72.060 states that a GDP may be amended pursuant to the same procedure by which the plans was originally approved. The purpose of the Planned Community Zone District is to:

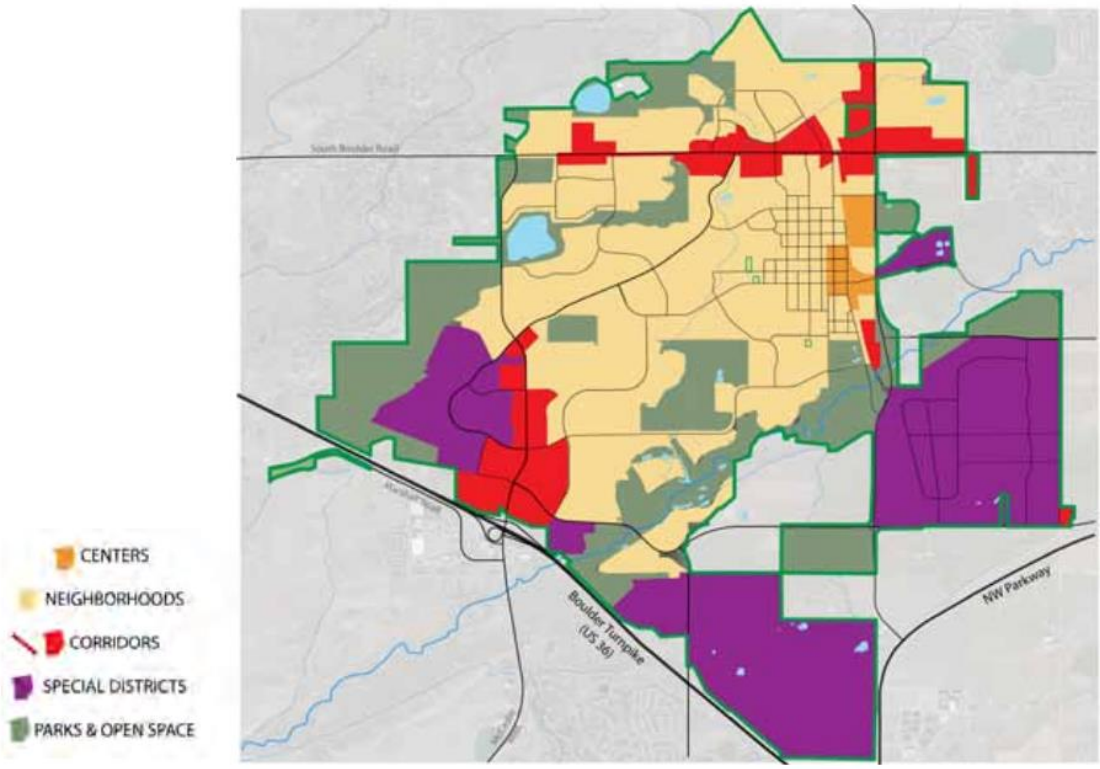
> *…encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design. The planned community zone district is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types, retail and service activities, recreation, schools and public facilities, and other uses of land.*

Staff finds that the proposed GDP amendment is consistent with the original intent of the Centennial Valley General Development Plan to include a mix of commercial and retail uses adjacent to McCaslin Boulevard in Parcel O.

<u>*Conformance with the Comprehensive Plan and Small Area Plan*</u>
The 2013 Comprehensive Plan (the Plan) designates the area as a Corridor Development Type, which is defined by the following:

> *Generally, corridor development types occur along arterial roadways in a linear form and are disconnected from adjacent land uses. Corridor development types are expected to develop along: McCaslin Boulevard north of Cherry Street and south of Via Appia; along South Boulder Road and along HWY 42, north of Hecla Drive.*
>
> *Corridors typically have strong retail, commercial and multi-family development opportunities. Corridors lack integrated public spaces and typically do not have a focal point and central gathering area. Corridors typically feature a linear, not horizontal, mixture of uses. Generally, their architectural character is defined by the primary arterial roadway.*

Figure 3: Comprehensive Plan Development Types Map



Staff finds that the GDP amendment is consistent with the Corridor Development Type by updating the allowed uses to help with the overall activity and vitality of the commercial area and help support existing and new sales tax generating businesses.

The Comprehensive Plan also designates the subject properties as part of an Urban Center and includes a "Framework" for the McCaslin Boulevard corridor south of Cherry. The Plan states that the McCaslin Boulevard Urban Center "shall remain the City's primary retail center that is supported by a mix of land uses included office and residential." The plan also calls for a network and secondary streets to support mixed use development and includes an average Floor Area Ratio of 1.0.

The Framework also includes several policies relevant to the GDP amendment, including the following:

> *Policy 5. Retain commercial retail land supply and promote the retention of existing commercial development as a primarily regional retail center.*

Staff finds that the GDP amendment is consistent with the Framework plan and policies for McCaslin Boulevard. The proposed commercial density is below that contemplated in the Comprehensive Plan.

Following adoption of the 2013 Comprehensive Plan, the City adopted the McCaslin Boulevard Small Area Plan in 2017 (the Small Area Plan). The Small Area Plan provided a more in-depth analysis and policies for the corridor. The Small Area Plan designates the subject properties as a Center Development Type. The Center Development Type is described by the following: "Buildings are oriented towards the streets and sidewalks with small, consistent setbacks. Pedestrian and bike connectivity is provided by street and sidewalk networks." The Small Area Plan notes the land uses as "Retail/Office."

Staff finds that the GDP amendment is consistent with the policies of the Small Area Plan and the land use plan to allow "Retail/Office" uses.

PUBLIC COMMENTS:
No public comments have been received on the current proposal.

FISCAL ANALYSIS:
Staff has provided below the fiscal analysis results for three scenarios. The first scenario shows fiscal impact if both the Sam's Club and Kohl's were fully occupied with retail development. The estimated fiscal impact is a positive $22.8 million over 20 years. While this was the original condition and intended use of both existing buildings, this condition has not existed for several years and the Parcel O Study suggests that this scenario is not currently market supported. The second and third scenarios shows a mix of potential redevelopment uses informed by the Parcel O Study as follows.

- 60,000 sq. ft. non-profit in existing buildings
- 35,000 sq. ft. of retail in existing buildings
- 100,000 sq. ft. of entertainment in existing buildings
- 20,000 sq. ft. of retail development in new buildings
- 80,000 sq. ft. of office development in new buildings

A *high* and *low* scenario were run with these land uses. The *high* scenario shows a more aggressive absorption with build out and re-tenanting taking place between years 2 and 10. The *low* scenario adjusts market and construction values, sales per sq. ft., and employees spending to 80% of the *high* scenario and shows a less aggressive absorption with build out and re-tenanting taking place at a slower rate between years 2 and 20.

The estimated fiscal impact is a positive $4.3 million over 20 years for the *high* scenario and $2 million over 20 years for the *low* scenario.

Cumulative Combined Funds Results (x$1,000)						
	Full Retail in Existing Buildings		**Redevelop w/ GDP Amendment - High**		**Redevelop w/ GDP Amendment - Low**	
Revenue by Fund						
General Fund	$15,818	58%	$5,781	64%	$3,298	63%
Open Spaces & Parks Fund	$2,774	10%	$768	8%	$440	8%
Lottery Fund	$0	0%	$0	0%	$0	0%
Historic Preservation Fund	$943	3%	$276	3%	$160	3%
Capital Projects Fund	$7,531	28%	$2,224	25%	$1,349	26%
TOTAL REVENUE	**$27,066**	**100%**	**$9,049**	**100%**	**$5,247**	**100%**
Expenditures by Fund						
General Fund	$3,154	75%	$3,364	71%	$2,099	65%
Open Spaces & Parks Fund	$0	0%	$0	0%	$0	0%
Lottery Fund	$0	0%	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%	$0	0%
Capital Projects Fund	$1,075	25%	$1,356	29%	$1,106	35%
TOTAL EXPENDITURES	**$4,229**	**100%**	**$4,720**	**100%**	**$3,205**	**100%**
Net Fiscal Result by Fund						
General Fund	$12,664		$2,417		$1,199	
Open Spaces & Parks Fund	$2,774		$768		$440	
Lottery Fund	$0		$0		$0	
Historic Preservation Fund	$943		$276		$160	
Capital Projects Fund	$6,456		$868		$242	
NET FISCAL IMPACT	**$22,837**		**$4,329**		**$2,042**	

PLANNING COMMISSION RECOMMENDATION:
Planning Commission reviewed the proposal on November 14, 2019 and voted unanimously to recommend approval of the GDP amendment with the following condition (see Attachment 8 for minutes):

- Prior to scheduling the City Council public hearing, a note shall be added to the GDP Amendment stating that a transportation impact study will need to be submitted with any future PUD applications that adds new development area or results in significant use changes from those previously developed.

(The applicant has indicated that, prior to second reading, they intend to provide an update to the traffic study submitted earlier in 2019 to reflect the use mix and development potential allowed with the current GDP amendment. Once submitted, staff will review the updated study and make a recommendation on if this condition is still necessary.)

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance No. 1787, Series 2019, recommending approval of a General Development Plan Amendment for Lots 2 and 3, Centennial Valley Parcel O, 7th Filing with the following condition:

- Prior to scheduling the City Council public hearing, a note shall be added to the GDP Amendment stating that a transportation impact study will need to be submitted with any future PUD applications that adds new development area or results in significant use changes from those previously developed.

ATTACHMENTS:

1. Ordinance No. 1787, Series 2019
2. Proposed GDP Amendment
3. Application Materials
4. LMC Sec. 17.72.090
5. June 13, 2019 Planning Commission Minutes
6. McCaslin Parcel O Redevelopment Study
7. September 3, 2019 City Council Minutes
8. November 14, 2019 Planning Commission Minutes

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☐	**Reliable Core Services**
☒	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☒	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

ORDINANCE NO. 1787
SERIES 2019

AN ORDINANCE AMENDING THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN (GDP) CONCERNING ALLOWED USES AND DENSITIES FOR LOTS 2 AND 3, CENTENNIAL VALLEY PARCEL O, 7TH FILING

WHEREAS, Seminole Land Holdings, Inc. and Centennial Valley Properties I, LLC are the owners of Lots 2nad 3, Centennial Valley Parcel O, 7th Filing, totaling 23.42 acres more or less, which property is located within the Centennial Valley General Development Plan area; and

WHEREAS, the City of Louisville zoned Lots 2 and 3, Centennial Valley Parcel O, 7th Filing as Planning Community Zone District and approved of the original Centennial Valley General Development Plan (GDP) in 1983; and

WHEREAS, the City of Louisville has approved eight amendments to the GDP since 1983, with the most current GDP amendment approval taking place on July 28, 2015 by Ordinance 1696, 2015; and

WHEREAS, the City of Louisville desires to amend the GDP to allow a mix of uses and to updated development standards for Lots 2 and 3, Centennial Valley Parcel O, 7th Filing in order to support existing commercial development in the McCaslin corridor and provide a desirable environment for new regional and neighborhood commercial development; and

WHEREAS, the Louisville Planning Commission has held a public hearing on November 14, 2019 for the proposed GDP amendment recommends approval to the City Council; and

WHEREAS, the City Council has duly considered the Commission's recommendation; and

WHEREAS, the City Council has held a public hearing on _____, 2019 for the proposed GDP amendment has provided notice of the public hearing as provided by law; and

WHEREAS, no protests were received by the City pursuant to C.R.S. §31-23-305.

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

Section 1. The City Council of the City of Louisville hereby approves the General Development Plan Amendment, Centennial Valley Lots 2 and 3 Parcel O.

Section 2. The General Development Plan Amendment, Centennial Valley Lots 2 and 3 Parcel O shall be recorded in the Offices of the Boulder County Clerk and Recorder.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED THIS 17TH DAY OF DECEMBER, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelley, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, THIS 7TH DAY OF JANUARY, 2020.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

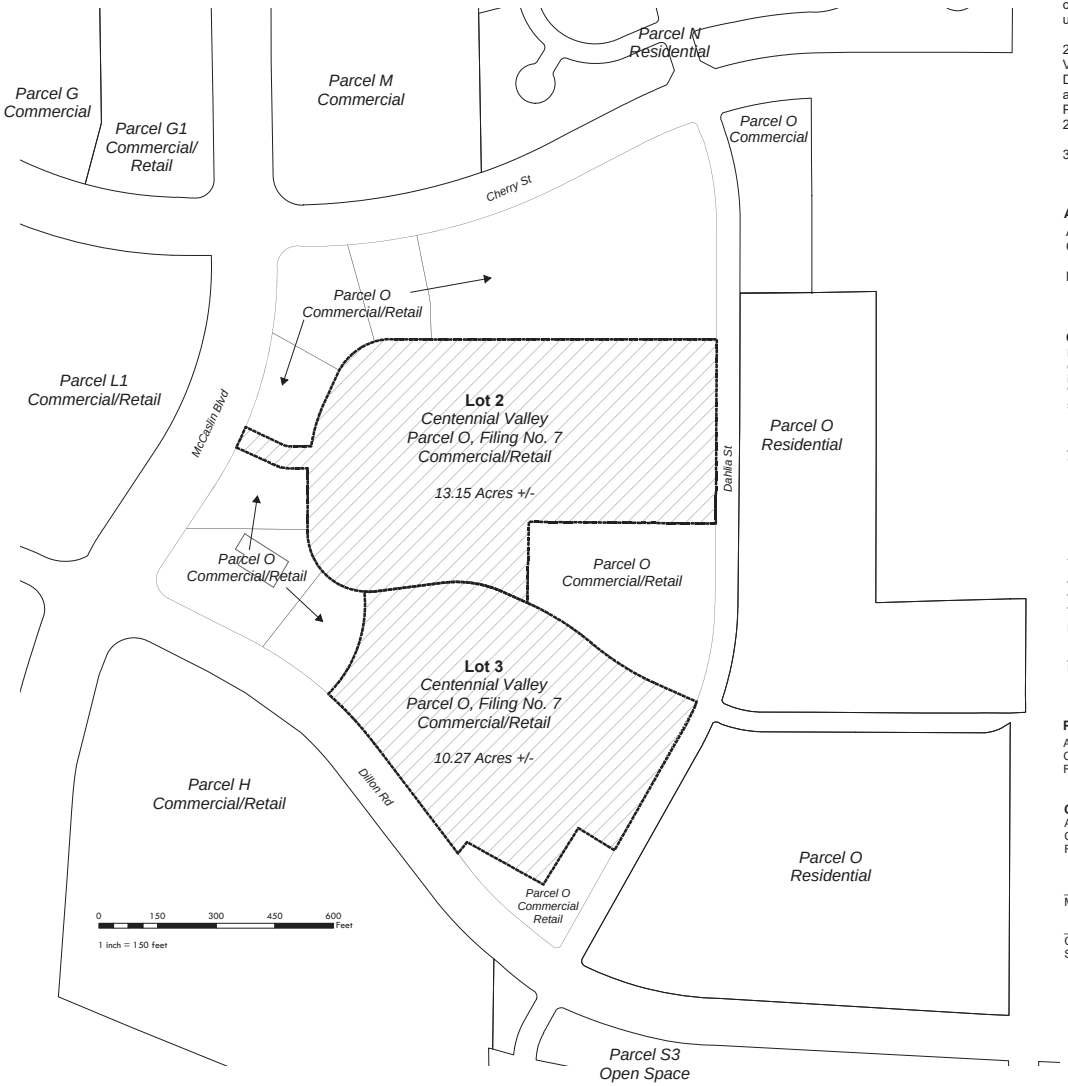
General Development Plan Amendment

Centennial Valley Lots 2 and 3 Parcel O

Lots 2 and 3, Centennial Valley Parcel O, Filing No. 7

Draft
10/23/2019

Sheet 1 of 1



General Notes

1. Purpose and Intent - The purpose and intent of this General Development Plan Amendment is to enhance the commercial/retail environment in Parcel O and the Centennial Valley planning area by allowing additional supportive uses and densities on Lots 2 and 3 of Parcel O.

2. This General Development Plan Amendment amends the use and development standards of previous Centennial Valley General Development Plans and all amendments thereto. In the event of a conflict between this General Development Plan Amendment and the Centennial Valley Amended and Restated Development Agreement, as amended, this General Development Plan Amendment will control with respect to the development of Lots 2 and 3 of Parcel O. Any previously-approved gross allowed building area for Parcel O is hereby superseded with respect to Lots 2 and 3, and the development standards of this General Development Plan Amendment will control.

3. Zoning - Planned Community Zone District - Commercial

Allowed Uses and Densities, Lots 2 and 3, Parcel O

Allowed Uses - Commercial and Office Uses Listed in LMC Sec. 17.72.090 and Indoor Commercial Amusement/Entertainment

Maximum Density - *Floor Area Ratio = 0.3*

Ownership Signature - Lot 2

By signing this General Development Plan Amendment the owner acknowledges and accepts all the requirements and intent set forth herein.
Witness my/our hand(s)
seal(s) this ___ day of _____, 20___.

_____
Seminal Land Holding, Inc.

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20 ___ , by _____ as _____ of _____.

My commission expires:_____

_____
Notary Public

Ownership Signature - Lot 3

By signing this General Development Plan Amendment the owner acknowledges and accepts all the requirements and intent set forth herein.
Witness my/our hand(s)
seal(s) this ___ day of _____, 20___.

_____
Centennial Valley Properties I, LLC
by Koelbel and Company, Manager

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,20 ___ , by _____ as _____ of _____.

My commission expires:_____

_____
Notary Public

Planning Commission Certificate

Approved this ___ day of _____, 20___ by the Planning Commission of the City of Louisville, Colorado.
Resolution No. _____, Series _____

City Council Certificate

Approved this ___ day of _____, 20___ by the City Council of the City of Louisville, Colorado.
Resolution No. _____, Series _____

_____
Mayor Signature

_____
City Clerk
Signature

Clerk and Recorder Certificate

(COUNTY OF BOULDER, STATE OF COLORADO)
Recorded at _____ o'clock, ____. M., this _____ day of _____ , 20___

Receptions No. _____

October 23, 2019

Via Email: rzuccaro@louisville.gov

Robert Zuccaro,
City of Louisville
Planning & Building Safety Director
749 Main Street
Louisville, CO 80027

Dear Rob,

We have reviewed the GDP Plan Amendment for Lots 2 and 3 Centennial Valley Parcel O, Filing No7. And appreciate the discussions that have taken place on it. The world of big-box retail has drastically changed over the last 5-10 years as Amazon and other online competitors have snagged market share away from brick and motar stores. There is still a demand for big box outlets, but the number of retailers looking to lease those buildings has shrunk considerably in the past few years which has caused an increase in vacant buildings that provide a multitude of options for the active retailers to look at. A change in the GDP that will allow alternative commercial and entertainment uses in the vacant big box buildings will increase the number of potential tenants that could lease space in the Centennial Valley Marketplace which should reduce the amount of time it takes to find users for the vacant space shopping center.

One of the most important aspects to the health of a shopping center is the overall vibrance and activity that takes place within it. In the event that alternative commercial/entertainment uses lease space within one of the buildings in the shopping center they will be adding activity and energy which will then increase the potential that other retail users would want to locate there as well. We are in support of the proposed change to the GDP that has been presented.

Sincerely,

Jeff Sheets and Walt Koelbel
Centennial Valley Properties I LLC
By Koelbel and Company its Manager

Jim Candy
Ascent Community Church

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: CENTENIAL VALLEY Investments, LLC - Seminole Landholdings
Contact: TOM GARVIN
Address: 550 S. MCCASLIN BLVD LOUISVILLE, CO 80027
Mailing Address: 8758 W. Phillips Rd Boulder, CO 80301
Telephone: 303 919 1515
Fax: —
Email: tlgcolorado@comcast.net

OWNER INFORMATION

Firm: Centennial Valley Investments, Semicole Landholdings
Contact: TOM GARVIN
Address: 550 S. MCCASLIN LOUISVILLE, CO 80027
Mailing Address: 8758 W. Phillips Rd. Boulder, CO 80301
Telephone: 303 919 1515
Fax: —
Email: tlgcolorado@comcast.net

REPRESENTATIVE INFORMATION

Firm: Centennial Valley Investments, Semicole Landholders
Contact: TOM GARVIN
Address: 550 S. MCCASLIN BLVD LOUISVILLE, CO 80027
Mailing Address: 8758 W. Phillips Rd. Boulder, CO 80301
Telephone: 303 919 1515
Fax: —
Email: tlgcolorado@comcast.net

PROPERTY INFORMATION

Common Address: 550 S. MCCASLIN BLVD LOUISVILLE, CO 80027
Legal Description: Lot _____ Blk _____
Subdivision _____
Area: 128,658 Sq. Ft. 13.15 Acres

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)
- ☒ GDP Amendment Lots 2/3 Parcel O

PROJECT INFORMATION

Summary: 128,000 SQ FT. PREVIOUSLY SAM'S CLUB.

Current zoning: _____ Proposed zoning: _____

SIGNATURES & DATE

Applicant: [signature]
Print: TOM GARVIN, 9/19/19
Owner: _____
Print: _____
Representative: _____
Print: _____

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Koelbel and Company
Contact: Jeff Sheets
Address: 919 W. Dillon Road
Louisville, CO 80027
Mailing Address: _____
Telephone: 303-300-8850
Fax: _____
Email: jsheets@koelbelco.com

OWNER INFORMATION

Firm: Centennial Valley Properties I, LLC
Contact: Jeff Sheets
Address: 5291 E. Yale Ave
Denver, CO 80222
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

REPRESENTATIVE INFORMATION

Firm: _____
Contact: _____
Address: _____
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

PROPERTY INFORMATION

Common Address: 919 W. Dillon Rd
Legal Description: Lot 3 Blk _____
Subdivision Centennial Valley Parcel O, Filing No. 7
Area: _____ Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☒ Zoning - GDP Amendment
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: General Development Plan Amendment Concerning Allowed Uses, Densities and Development Provision for Lots 2 and 3, Centennial Valley Parcel O, Filing No. 7

Current zoning: _____ Proposed zoning: _____

SIGNATURES & DATE

Applicant: Centennial Valley Properties I, LLC
Print: By: Koelbel & Company Manager
Owner: _____
Print: JEFF SHEETS
Representative: _____
Print: _____

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

Sec. 17.72.090. - Commercial and office.

A. *Generally.* This section is intended to promote the development of well-planned shopping centers and facilities that provide a variety of shopping, professional, business, cultural and entertainment facilities designed to create an attractive and pleasant shopping atmosphere.

B. *Uses permitted.* The following commercial and noncommercial uses may be permitted within any planning area designated "commercial" on the adopted planned community development general plan:

1. Any retail trade or service business;
2. Professional, business and administrative offices;
3. Motels and hotels;
4. Cultural facilities, such as museums, theaters, art galleries and churches;
5. Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features;
6. Outdoor specialty uses, including sidewalk cafes and outdoor marketplaces to provide unique congregating places for sales and shopper interests;
7. Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as integral parts of a center;
8. Restaurants, both indoor and drive-in types, food-to-go facilities, sidewalk cafes;
9. Hospitals and medical clinics;
10. Transportation terminals, parking lots and parking buildings;
11. Animal hospitals and clinics;
12. Automobile service stations, subject to prescribed performance and development standards;
13. Nursing and rest homes;
14. Small and large child care centers;
15. Financial offices, including banks and savings and loans;
16. Accessory structures and uses necessary and customarily incidental to the uses listed in this section;
17. Governmental and public facilities;

18. Research/office and corporate uses, and facilities for the manufacturing, fabrication, processing, or assembly of scientific or technical products, or other products, if such uses are compatible with surrounding areas. In addition, such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities, confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations;
19. Other uses as established by the city council as found to be specifically compatible for commercial and office planning areas.
20. Limited wholesale sales as defined in section 17.08.262 of this title are allowed as a special review use.
21. Retail marijuana stores, retail marijuana testing facilities, medical marijuana centers and medical marijuana testing facilities, except the foregoing uses are not allowed in any mixed use lot that includes a residential use.
22. Reserved.
23. Health or athletic clubs, spas, dance studios, and fitness studios.

(Code 1977, § 17.72.090; Ord. No. 806-1983, § 1; Ord. No. 925-1987, § 1; Ord. No. 1615-2012, § 5, 6-19-2012; Ord. No. 1650-2013, § 6, 12-17-2013; Ord. No. 1665-2014, § 6, 5-20-2014; Ord. No. 1716-2016, § 4, 3-8-2016; Ord. No. 1754-2018, § 5, 2-6-2018; Ord. No. 1769-2019, § 36, 2-5-2019)

Van Pelt replied that it was designed to accommodate firetrucks and delivery trucks.

Brauneis asked for public comment. Seeing none, he asked for closing statements, closed the public hearing, and opened commissioner comments.

Williams stated that she did not see anything alarming or out of the ordinary in the application. General consensus from the other commissioners. Howe and Moline thanked the applicant for submitting a proposal that met all the requirements.

Brauneis noted that he would like to hear about water efficiency or landscaping in future project proposals.

Williams made a motion to approve Resolution 10, Series 2019. Howe seconded. Roll call. All in favor. Motion passed unanimously.

Centennial Valley General Development Plan Amendment: Lots 2 and 3, Parcel O, Filing 7: A request for an amendment to the Centennial Valley General Development Plan concerning allowed uses, heights, and densities and other development provisions at 550 S. McCaslin Blvd and 919 W. Dillon Rd. (Resolution 11, Series 2019)

- Applicant: City of Louisville, Seminole Land Holding, Inc., Centennial Valley Properties I, LLC
- Case Manager: Rob Zuccaro, Director of Planning and Building Safety

Public notice was met as required.

Brauneis asked for conflicts of interest. None disclosed.

Zuccaro presented the application, which was a partnership between developers and the City. He explained the history of the Centennial Valley General Development Plan (GDP) for Parcel O, which was originally planned as a “super block” in 1983 and included 882 acres and a mix of commercial/retail and residential. The Davidson Mesa Open Space was dedicated as part of the GDP at that time, as well. There have been 8 amendments to Centennial Valley overall since 1983. The driving factors to updating the GDP now were that the Sam’s Club lot had been vacant for the past 9 years and the Kohl’s lot would soon be vacant. Zuccaro noted that the fiscal health of this particular corridor was vital to the City as a source of sales tax revenue. Based on these issues, the City initiated a redevelopment study in February 2019, which focused on identifying market-supported and financially-viable redevelopment options, regulatory barriers and private restrictions, community-desired redevelopment options, and the fiscal impact to the City.

Zuccaro explained that the study found that there was a lot of retail competition in the area and that there were fewer large format retailers than when the GDP was originally conceived. The study suggested that within the next 10 years there would be market for 150,000 square feet for new development in the entire market area. There was currently market support for 30,000 square feet of new retail. Zuccaro summarized community engagement findings, as well, which found that participants were generally interested in boutique, walkable retail areas with gathering spaces. Zuccaro then summarized the study test scenarios and variables in detail, clarifying that the City was not supporting one particular scenario, but that they were created to test against various factors to predict outcomes. The main recommendations of the study were:

- Modify the GDP to allow greater variety of uses, including multi-family housing to incentivize retail development
- Provide additional density and allow non-sales tax generating supportive uses
- Improve connectivity and provide public amenities and gather spaces
- Focus retail development on community-oriented uses

Zuccaro described the proposed GDP amendments, which were based on the study and community feedback:

- Expand allowed uses – entertainment/commercial amusement and multi-family
- Residential cap – 240 units (incentives up to 384 units)
- Commercial density increase - .2 to .3 FAR
- Retail concurrency with new residential development – every 12 units requires 1,000 square feet of retail/restaurant and 4,000 square feet of other commercial uses
- Public space requirement with new residential development – 7% of area with 80% contiguous
- New multi-modal street and block structure – 400-600 ft street grid
- Height increase – allow 2-3 stories in buffer area and 3-4 stories in core area

Zuccaro shared the 3D models that staff used to explore what different heights could look like under the proposed GDP and he discussed the height proposal. Zuccaro also shared that the City commissioned a traffic analysis to compare development scenarios to current condition and a baseline condition (Sam's Club occupied.) Overall, the modeled scenarios found no adverse impact on intersections and that there would be more traffic during the AM peak than the PM peak.

Staff recommended approval of Resolution 11, Series 2019. Zuccaro suggested making conditional recommendations if there were modifications the Commission wanted to see. He noted that staff could provide more information if the Commission wanted, but he recommended using an overflow meeting in that case to help staff meet the goal of presenting the application to City Council in July.

Moline asked how the City would address an intersection with an F level of service.

Zuccaro replied that there were recommendations in the traffic study related to signal timing that would help the F intersection, as well as adding more turn lanes.

Moline asked what had prevented the Sam's Club lot from redeveloping.

Zuccaro replied that the market study had some information on that, but the private covenants have been a barrier that did not allow a second grocery store in that area, as had the limited demand for new retail, especially big-box retail.

Williams asked for clarification on what this development plan would achieve.

Zuccaro replied that this document would set the baseline zoning for the property, but any development would have to go through a PUD process.

Williams asked if the City would be bound in any financial way based on the proposed GDP.

Zuccaro replied that everything to do with the City would be addressed in the PUD process.

Howe asked if there were any tenants who were already interested in the area being redeveloped.

Zuccaro responded that he was not aware of a particular user, but the main difference at this time from before was that the proposal took 200,000 square feet of retail and trying to turn that into 20-30,000 square feet of retail, 80,000 square feet of non-residential uses, and then having the residential. The City did not think it was ever going to get another 200,000 square feet of new retail.

Brauneis asked how the plan would affect the Downtown area.

Zuccaro replied that staff had heard concern that the redevelopment area could take away from Main Street business, but the fiscal model analysis took into consideration the cannibalization of existing retail, even though the goal was to capture new retail with the redevelopment.

Brauneis asked for the square footage of retail in the redevelopment with Centre Court Apartments.

Zuccaro responded that he did not know, but he noted that the fiscal analysis for the GDP took into consideration cannibalization of retail in its calculations.

Brauneis asked how much retail was included in the Centre Court Apartment block redevelopment. Zuccaro replied that he could find out. Brauneis then asked if there were any alternatives discussed for the streetscape.

Zuccaro replied that staff had not addressed any design elements at this point.

Moline asked for the percentage of the City's revenue coming from the McCaslin trade area.

Zuccaro replied that the area accounted for almost 50% of the City's sales tax revenue, which was not necessarily the correct percentage for overall revenue.

Brauneis asked for public comment.

Jerome McQuie, 972 St. Andrews Lane in Louisville, was concerned that the heights were higher than anywhere else in the city and that the plan allowed for development right up to the sidewalk on Dahlia Street. The height of the Sam's Club and the Kohl's was higher than Dahlia and the condominiums were lower than the elevation at Dahlia, which added more to the elevation differential for people living on Dahlia. He also thought that the plan was not sensitive to the McCaslin Small Area Plan. He understood

that retail was changing, but he wanted to see the heights be more consistent with the rest of the town.

Brauneis asked about the setbacks and elevation around Dahlia and Director Zuccaro offered to get more information.

Teresa Cardoni, 730 Copper Lane #202 in Louisville, agreed with Mr. McQuie about the height. She stated that she had bought her condo because of the view of the mountains and she asked the Commission to consider the long-term residents in the area. She was also concerned about the setbacks. She suggested allowing a basement for people who wanted a three-story condominium rather than allowing three stories. She liked the walkability of the current neighborhood and was looking forward to that part of the redevelopment.

Tom Casey, 780 Copper Lane in Louisville, stated that staff presentation was a great introduction to the project, but he lived in the area across from Kohl's and he agreed with Mr. McQuie and Ms. Cardoni. He added that he was concerned about the traffic study, because the area was a major corridor. Getting across the intersections was amazing and he imagined there would be more problems with the redevelopment plan. The intersection beside McDonald's needed to be eliminated and rerouted.

John Leary, 1116 LaFarge Avenue in Louisville, stated that the Comprehensive Plan was meant to be advisory per state law, but the City specified in Section 17-28-160 that developments will be consistent with the Comp Plan. He stated that it was important to go through a Comp Plan Amendment because it was an intense public and legislative process rather than a quasi-judicial process like the one tonight. He stated that residential units do not pay for themselves. He added that the market-plan consultant was unequivocal that if it was not for the covenants and the current GDP that Sam's Club would be occupied now. The proposal, therefore, was jumping ahead to a solution without removing the barriers to the problem. He observed that mixed-use areas was that it did not attract people from outside the city and he gave examples of cases in which residential had not brought in commercial development. He ended by saying that there was a very high probability that the GDP amendment as written would go to referendum.

Alana Kunzelman, 780 Copper Lane #106 in Louisville, asked if there would be a lot of extra roadways coming out onto Dahlia based on the GDP. She liked the idea of having entertainment, commercial, residential, and walkability in the new development.

Sharon Pauley, 524 Ridge View Drive in Louisville, stated that she and her HOA had been watching various plans come and go and wondered how the Ascent Church news would play into this redevelopment process. She explained that living in the McCaslin area of Louisville felt a bit orphaned. The area was currently quite urban and noisy with the traffic and the loading dock for the grocery store, and there was a tremendous amount of traffic driving fast down Dahlia. She thought it would be a quality of life issue for current residents if the City were to add hundreds of residential units. She added that there was nothing in the plan that addressed senior housing. There were not enough single-story, affordable units for seniors who were independent but looking to downsize, a genuine need in the community. She noted that Sam's Club was high and she

requested that whatever replaced it was attractive and did not tower over the current residents.

Wendy Bohling, 624 Ridgeview Drive in Louisville was concerned that the area would be too dense and would become like Steel Ranch and she wondered if fewer residential structures had ever been considered. The additional residences would also add to traffic. She had a basement and a two-story home, so she agreed that a basement as a way to get three stories was a good idea. The view of the mountains was also important to her. She asked if there could be denser, mature trees along the corridor. She thought the whole corridor would get crazy with this plan. She was also concerned that the plan would increase the need for stoplights along Dahlia. She added that she would like to hear from Ascent Church as a possible developer and that the city did not need another hotel.

Cindy Bedell, 662 West Willow Street in Louisville reminded the Commission that their job was to preserve the small-town way of life, follow the Comp Plan, while maintaining financial stability. She noted that the area was still a positive to the City's finances and so there was no need to panic. The height and the density were not consistent with the 2017 McCaslin Small Area Plan, which reflected public input over many meetings and workshops. The four-story height allowance and the increase in density would not be consistent with the small-town character and would increase traffic. She questioned the traffic study and asked how adding more people to the area would reduce traffic. She noted that this number of residential units was not upheld by the McCaslin Small Area Plan or the Comp Plan. Residential does not pay its way and it permanently displaces tax revenue. She wanted to put in a word for dark night lighting standards, as well. Overall, she requested lower heights, lower densities, and fewer residential spaces. She did not think that the City should bow to pressure from developers who wanted to profit from residential development. She also looked to the church for its development plan.

Jim Candy, 516 Country Lane in Boulder, co-pastor at Ascent Church, stated that he had been surprised by the redevelopment plan. Ascent was under contract with the Sam's Club property. The church did not intend to take tax dollars from the City and they intended to bring alternative uses to the area. Ascent was open to creative solutions, working with residents, staff, commissioners, and Council members to developing the area.

Beth McQuie, 972 St. Andrews in Louisville, agreed with other commenters and she was particularly concerned that the height allowances would destroy the mountain views and would not fit in with the rest of the town. She did not think any developers could guarantee retail. She was curious to see what Ascent had in mind for the area. She liked having an affordable clothing option like Kohl's in town and wondered if the City could incentivize them to stay. She did not think it fit in with the McCaslin Small Area Plan and thought that the process needed more public input. Finally, she stated that the City should not benefit developers at the expense of current residents.

Robert Edward, 517 Ridgeview Drive in Louisville, stated that he and his wife had one of the only straight-on view of the Flatirons. He did not expect that their view would be affected, but he had concerns with the increased density and traffic issues. The new situation with Ascent Church should be a primary factor before considering any other

changes. He wanted to know if the proposal included any traffic mitigation along Dahlia. Without it, there would be car wrecks and pedestrians killed. He also did not like the height increase and the difference between the proposed height allowance and what exists now. He asked for clarification on the scenarios in the staff packet.

Zuccaro replied that the GDP amendment is modeled after scenario 2 as per City Council direction.

Jeff Hancock, 592 Ridgeview Drive in Louisville, expressed an objection to an increase in the height allowance as he also bought his townhouse with the view in mind. He stated that the plan served developers at the expense of current residences. He thought the Small Area Plan sounded good and these proposed changes conflict with the height recommendations in the Plan. He also noted that the Small Area Plan recommended a decrease in the total allowed development in the area from what existing zoning and regulations allowed.

Brauneis asked for further public comment. Seeing none, he asked that two recent emails be entered into the record. Hoefner moved and Moline seconded. Voice vote all in favor.

Zuccaro responded to earlier questions from the Commission. First, square feet of commercial development at the Centre Court Apartment lot, which did not include anything from the Walgreens westward, was 36,000 square feet, with the Alfalfa's being a little over 26,000 of that. Second, the elevation along Dahlia varied between 4 and 10 feet between street grade going up onto the properties. Third, the setbacks for residential development would go to underlying residential zoning and would be negotiated in the design process. For commercial, for a building footprint less than 30,000 square feet, the setback would be 20 feet. Over that would be 40 feet.

Moline asked staff how a developer might respond if the City allowed more units but at a lower height.

Zuccaro replied that the Parcel O market study chose areas that would accommodate the development densities that were in there and it was never contemplated that there would be a four-story development. Staff did not design out a plan under that scenario, but believed that generally the land area could accommodate it. When staff talked to the property owners they said that the project would be better with the four-story allowance to provide for more flexibility within the site design. He also noted that the GDP was trying to create a financially feasible plan for the area.

Williams asked if staff knew if Ascent had plans to stay in the development.

Zuccaro replied that he did not know.

Tom McGimpsey, 671 Manorwood Lane in Louisville, requested that the Commission include studies on noise and nighttime light.

Zuccaro responded that within the commercial development guidelines there were specific lighting standards that had maximum heights and required cut-off fixtures.

There were no residential dark-sky lighting requirements, thought the City is currently updating those requirements and that could change. The City did not have light standards for residential areas or on traffic noise.

Williams asked what would happen if there was no amendment.

Zuccaro replied that based on the market analysis there were limitations on what the City could be expected to see. Someone could come in with a PUD but there were limitations to what could be expected to come in under the current regulations. He added that the current height would be 35 feet, though with the current designed guidelines they were considering having a buffer and allowing three-story structures.

Hoefner asked if the current property owners had a position on this amendment.

Zuccaro replied that they had consented to the application being made, which they had to do, and they were comfortable with it moving forward as is and were curious to hear what the Commission had to say. The City had not had direct coordination with anyone under contract.

Hoefner asked for more information on the private covenants versus City regulations.

Zuccaro replied that there were real barriers in the covenants, including height limitations and the grocery store use limitation. The property owners intended to work to remove barriers.

Hoefner asked if there had been a study about traffic on Dahlia.

Zuccaro replied that the study looked at the major intersections at Dahlia and Cherry and Dahlia and Dillon. It also looked at all transportation and safety issues. They suggested a series of more regional connections and having an improved pedestrian crossing across Dahlia. They did not raise any flags that there would be any particular issues along Dahlia, however.

Hoefner asked how a future PUD would address traffic.

Zuccao replied that the PUD process required a new traffic analysis based on the actual application, which typically included analyses of current conditions, changed conditions at current and future dates, and recommendations on safety improvements and vehicular congestion to accommodate the development.

Hoefner asked if it was possible that an intersection could be changed based on a proposal.

Zuccaro gave the example that sometimes there were full-movement intersections in the area that could be limited if there was too much traffic.

Williams asked if the fiscal models in the staff packet included property taxes and if the model could incorporate a property owner who was tax-exempt.

Zuccaro confirmed that the model did include property taxes and that the model could include tax-exemptions. The Parcel O Study did not have that in the fiscal analysis. He responded to Commissioner Hoefner's earlier question about covenants by directing the Commission to the staff packet for more details on the limitations in the private covenants.

Williams stated that she would like to see a fiscal model where most of the properties were tax-exempt to consider the possible church development.

Zuccaro asked the Commission if that information would be material to the amendment decision, staff could bring that to a future meeting.

Williams stated that Lafayette could have insight into the tax-exempt question.

Howe asked what would happen to lot 3 to be financially feasible if lot 2 was not to be developed.

Zuccaro replied that a hypothetical scenario in which lot 2 were not developed, lot 3 could have 120 residential units as its base, with incentives to get more, required to provide 10,000 square feet of new retail development and 40,000 square feet of other non-residential development. Zuccaro did not know if lot 3 would need 4 stories to achieve the 120 units, but the assumption had been that the land areas might be tight but could probably fit the units without 4 stories, but he had not done a full analysis to test that.

Hoefner asked how long it would take to achieve a result if an offer were placed on a lot or a building.

Zuccaro replied that it varied, each one was individual but it was usually a matter of months.

Brauneis asked for additional questions of staff. Seeing none, he closed public comment and opened commissioner discussion.

Brauneis noted that there had been a newspaper article in the last week that publicized the fact that Ascent Church was under contract with the Sam's Club property and suggested that the Commission address that issue first.

Brief adjournment at 8:49 PM. Reconvened at 8:55 PM.

Brauneis recommended that the Commission address the Ascent Church news, how the plan related to the Comp Plan and the Small Area Plan, height, and setbacks.

Moline stated that he was prepared to act on the amendment as presented tonight regardless of the Ascent Church news. He appreciated Commissioner Williams's concern in wanting to get additional fiscal analysis related to the Ascent news, but he was prepared to move forward.

Howe thanked staff for the presentation and the 3D imaging. His main concern was balancing the small-town values with the long-term revitalization goals. He saw it as an opportunity to create a pedestrian-friendly thoroughfare, improve the attractiveness of Louisville, increase the availability of residential properties, and provide a financial opportunity. These represented opportunities within the proposal to improve the city. He would probably need to agree a condition on height allowance. He added that traffic was of concern. He liked the idea of the entertainment uses and noted that public comment did not approve of the allowance of hotels. Finally, he liked the idea of allowing basements.

Hoefner stated that he thought the private covenants needed action to deal with the development limitations in the area, questioning whether it was appropriate for the City to take action before the property owners had, especially on a contentious project. He also agreed that height was an issue.

Brauneis clarified that the private covenants were not anything that the current owners wanted to enforce and that they were limited by the covenants, as well.

Zuccaro replied that the intent was to work with the property owners to change the covenants and they seemed willing to do so. It required all the owners within a parcel to approve a covenant change.

Hoefner observed that it was hard to consider an amendment against which there was a lot of opposition without having the property owners working on the covenants. He wondered if there could be a way with the setbacks to bring things closer into the core while achieving the walkability feel. Finally, he thought that 5,000 square feet of development was pretty aspirational.

Williams wanted to see more financial models based on specific types of owners. She was also concerned about the buffer to existing residential to make sure that there would be a natural berm, or a gradual height differential, or something similar. She had an issue talking about view corridors when, at the same time, the core would have four stories – those were contradictory goals. She was not in favor of four stories for that reason. She would rather see the cap on residential units a bit lower, like 200, and then adding the residential incentives up to 250. She added that the residential incentive for senior housing meant units no stairs with main living all on one floor. She summarized that she was between alternative 1 and 2. She did not think there was anything wrong with the status quo and the City did not need to rush changes.

Brauneis stated that he was not content with getting worse before getting better and he was happy being proactive on trying to incentivize something that looked like it would work better in the long term for the City. Things as they are now increase the probability of vacancy and that having similar use as now would now be looking toward the long-term needs of the area. When Sam’s Club closed, it was roughly 5% of the City’s general fund. He was concerned about the view shed to a degree. He thought there could be a balance between setbacks and height allowances to preserve views.

Moline stated that one of the things in terms of traffic and safety was underpasses that the City was able to provide, but those kinds of quality-of-life improvements could not

continue without revenue. He was generally in support of the amendment. He agreed with Chair Brauneis that the City had been waiting for something to happen organically and nothing had happened in 9 years so he appreciated that the City was trying to find a solution. He thought the Centre Court example was a good one and he appreciated having a shopping area and a grocery store in the neighborhood. The market study showed that without some form of residential, the City would be unlikely to see that kind of development. He noted that from a design standpoint they were moved away from a corridor plan toward a centered plan that was more walkable and with some open space. He wanted a buffer to the existing residential. He thought going higher in heights in the core area was more appropriate.

Zuccaro reminded the Commission that the 200 was the mixed-commercial buffer at a lower height than the core. From a pedestrian design standpoint, having buildings near the street is always better. He acknowledged that view corridors were important as well. The amendment could be brought down or the Commission could suggest allowing higher allowances with further view analysis.

Moline stated that discussing setbacks was easier at the PUD stage, but the things that were discussed in the Small Area Plan regarding design should be retained as much as possible. He stated that the area was closest to mass transit and the busiest highway, this was the place to draw in regional shoppers to create revenue for the City.

Hoefner stated that if they approved the GDP amendment while allowing the continuance of the private covenants, they were risking having residential development while the covenants continued to prohibit commercial development. He wanted to understand the plan for the covenants and the chance of success.

Brauneis replied that the covenants were not as big a stumbling block for him because the property owners would not want to create a financially viable property.

Hoefner observed that an application a month ago had requested increased residential area in comparison to the previously approved residential-commercial balance in that area.

Moline stated that he was under the impression that the GDP would be drafted to require the commercial commitment to allow residential development.

Hoefner replied that he was under the same impression, but developers could always come ask for a waiver.

Brauneis stated that the covenants were not up to the Commission to change.

Hoefner replied that he did not have a sense of how hard it was to dispense with the covenants and how important they were to the property owner. To allow residential on a property that was previously commercial only was the City giving something, and everyone should be giving something. He read out loud the allowed uses by the covenants, which included office, hotel, hospital, nursing and rest homes, childcare, marijuana sales; limited uses included retail, trade, or service business; cultural facilities; restaurants; one drive-through; and recreational facilities inside and outside.

Brauneis stated that no one wanted to sit on the property without building so there would be a financial incentive for property owners to deal with the covenants.

Hoefner replied that the financial incentive would be to maximize residential development.

Brauneis replied that the proposal allowed residential development alongside commercial.

Howe agreed with the idea that the Commission should move forward with a vision to addressing the vacancies and that the goal for this proposal was to make it easier for a developer to reduce the amount of vacancies to create an opportunity that could benefit the City.

Williams observed that too many times cities include residential to incentivize commercial and lost the mixed-use and commercial. Once you build the residential, it's very difficult to get rid of the residential. She noted that in Superior there was no downtown or Main Street, it was just residential and she would hate to see that happen here.

Brauneis agreed with Commissioner Howe's comment that the Commission was not trying to approve a specific development plan, it was trying to address an area that has been an issue for nine years when the studies said that the area could not support the 200,000 square feet of commercial.

Hoefner stated that other than his objections to the covenants and with changes to setbacks, he was generally supportive of the GDP's easing of restrictions.

Brauneis reopened the public hearing and asked Zuccaro about the City's options for dealing with covenants.

Zuccaro replied that there would likely need to be covenant changes to fulfill the vision. The City does not control covenants at all and condemnation of covenants was an extreme measure that was not part of the discussion with this effort now. Staff was trying to control what was in their power to control.

Brauneis asked what checks the City had in place to giving away the residential without any commercial development.

Zuccaro replied that the goal of the concurrency requirement was to avoid that situation. Technically, future developers could not get a waiver, but they could request a GDP amendment.

Jeff Sheets with Koelbel and Company, 5291 East Yale Avenue in Denver, stated that he owned the Kohl's building and he understood the concerns over the covenants. He explained that it took 100% of the property owners to change the covenants. In his experience, changes to covenants follow changes to zoning so property owners can know what might happen under the new regulations. He thought his building could find

tenants again, but maybe not at 100% occupancy. At the time of the original development, the area was trying to make a regional play, but the area was no longer in competition for regional retail due to developments like Flat Irons and in Boulder. Now it needed to be a community retail space.

Jim Candy added that Ascent wanted to work with Mr. Sheets to amend the covenants and that the owners are interested in amending the covenants.

Brauneis closed public hearing and reopened closed discussion.

Howe stated that as a business owner, he had thought about the risk of an idea versus satisfaction with the status quo, and that it took a risk to change the status quo. He suggested approving the majority of what was proposed with the conditions to include setbacks to preserve view corridors and to create a pedestrian infrastructure that would support the plan no matter how many residential units were built.

Moline agreed with Commissioner Howe's comments and suggested approving the plan with a condition that the 200 foot buffer pulled from the Small Area Plan that the height limitations in that plan be applied to this GDP and he was willing to flex on the eight of the other portions of the plan.

Zuccaro stated that the Small Area Plan didn't specify the depth of the buffer but it set a two-story limit. The Commission could amend the GDP so that the mixed commercial buffer area was limited to 2 story residential and commercial development within the 200 foot buffer, while outside the buffer would allow what's currently written in the plan.

Moline thought that was reasonable.

Howe asked about preserving view corridors.

Brauneis responded that the corridors were undefinable and this would definitely change the views.

Williams stated that she would agree to two-story residential and a 200-foot buffer on Dahlia, but she was not in favor of a four-story residential in the core and she wanted to see a different cap on residential. She added that she still wanted to understand the financial aspect to move forward.

Hoefner agreed with the height statements and didn't have a problem with the four-story core but he did not think the Commission could decide which height allowances to put where on the fly. He stated that there was no way the Commission could ballpark the changes to the covenant so he thought it would be helpful to have something on the record about the intentions of the property owners.

Zuccaro presented an option to the Commission for a condition on the height: Under the current zoning framework, there could be a structure up to 35 feet with two-story commercial within the buffer area, and the Commission could suggest applying that cap to residential, as well.

Moline supported Director Zuccaro's suggestion and asked about height under current regulations.

Zuccaro replied that under current regulations it was 35 feet under all of Parcel O. He clarified that his recommendation would reduce residential from three stories to two stories and from 40 feet to 35 feet while keeping the commercial heights the same. He stated that there was no setback within the GDP. He noted that having a walk-out might create a better streetscape, for example, so staff had wanted some flexibility there. The Commission could say that they did not want any buildings within the Dahlia line, which could provide some protections to the property owners.

Moline noted that there had been no residential use allowed before and there had been commercial uses going all the way up to a street across from residential. He would rather see setbacks develop with the PUD proposals.

Zuccaro stated that the current commercial design requirements would have minimum setbacks and the Commission could make recommendations on the updated commercial design requirements.

Moline stated that he liked Zuccaro's wording for the condition dealing with the 200-foot buffer.

Zuccaro summarized that the Commission could approve the resolution with the condition that the MCB height restriction be reduced for residential from 3 stories to 2 stories and from 40 feet to 35 feet (and 35 feet or 30.)

Howe made a motion to approve Resolution 11, Series 2019 with the condition as stated by Director Zuccaro. Roll call vote. Williams voted nay. All else in favor. Motion passed 4-1.

LMC Amendment – Sign Code Update: A request for approval of an ordinance amending Title 17 of the Louisville Municipal Code regarding sign regulations throughout the City of Louisville. (Resolution 12, Series 2019)

- Applicant: City of Louisville
- Case Manager: Lisa Ritchie, Senior Planner

Notice met as required.

Ritchie presented the sign code update, noting that the consultants and staff were still working through how to handle signs for civic events on City property. She presented the changes to the amendment since the April Planning Commission meeting:

- Additional language for sign purpose in Downtown, taken from Downtown Sign Manual
- Property owners may follow PUD or new sign code
- Removed requirement that building mounted flags count toward wall sign allowance
- Master Sign Program removed
- Waiver criteria, per Planning Commission discussion

Final Report

McCaslin Parcel O Redevelopment Study

The Economics of Land Use

Prepared for:
City of Louisville

Prepared by:
Economic & Planning Systems, Inc.
and Trestle Strategy Group

February 1, 2019

EPS #183049

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1. Introduction and Summary of Findings

The City of Louisville retained Economic & Planning Systems (EPS) and Trestle Strategy Group (Trestle) to complete a development study focused on revitalization and development options for a portion of the McCaslin Subarea referred to as the McCaslin Parcel O Study Area (Study Area). The purpose of the Study was to determine the market potential and financial feasibility for retail and commercial development uses that can contribute to the retail vibrancy of the corridor and the fiscal health of the city. In addition, the City structured a process that included property owner, tenant, and public input into the recommended findings to identify alignment and build support for revitalization of the area.

Background

The McCaslin Subarea is a primary retail destination providing services to residents of Louisville and the surrounding communities, as well as an important sales tax generator that contributes to the fiscal health of the City of Louisville. There are a number traditional retail anchors within the corridor including Home Depot, Lowe's, Kohl's, and Safeway. There is also a concentration of restaurant, entertainment, employment, and hospitality uses that contribute to the overall market draw of the corridor.

The McCaslin Parcel O Study Area includes a total of 44.6 acres and 11 parcels as shown in **Figure 1**. The largest parcel in the Study Area is a former Sam's Club membership warehouse store that has been vacant and/or occupied by non-sales tax generating uses since it closed in 2010. Redevelopment options for this property are limited by changes within the retail industry, shifting market conditions within the trade area, outdated infrastructure, and private covenants restricting some potential uses.

Kohl's announced that it will also leave the area when its lease expires in the fall of 2019 further exacerbating the revitalization challenges for the area. The McCaslin Parcel O Redevelopment Study is an effort to identify opportunities for the McCaslin commercial area to encourage retail vibrancy, commercial health, and a desirable place for the community to gather. The City's goals for the Study are to:

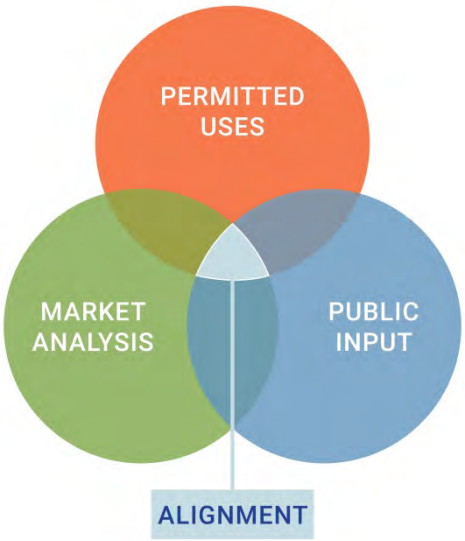
- Understand the McCaslin area's potential for retail and commercial development and supportive uses that could foster new investment and development;
- Review the rules and regulations upon properties in the area that may be limiting its full potential for redevelopment;

- Understand and incorporate property owners', tenants' and the public's input into development and redevelopment options for the area;
- Evaluate various development scenarios that focus on retail and commercial uses with possible residential development only as a secondary use, that meet market potential and provide exceptional fiscal benefits for the City by meeting or exceeding past tax revenue performance for the area; and
- Provide recommendations for regulatory changes or other actions that could create more certainty for the development community that encourages redevelopment.

Figure 1. McCaslin Study Area (Parcel O)

Scope of Work

The redevelopment study analysis and conclusions are summarized in six chapters following this Introduction and Summary of Findings as follows:



- **Study Area Overview and Regulatory Framework –** A review and evaluation of development regulations and restrictions affecting re-tenanting or redevelopment of the property including zoning, General Development Plan (GDP), and private covenants and restrictions.
- **Economic and Demographic Framework –** A summary of economic and demographic trends and conditions in the City of Louisville and in the larger McCaslin Study Trade Area.
- **Retail Market Analysis –** An analysis of retail and commercial market conditions and potentials for the McCaslin Subarea and for Study Area properties including a summary of national and local retail trends, existing sales and spending levels, competitive development patterns, and future opportunities.
- **Alternative Uses Market Analysis –** An analysis of market potentials for alternative and supplemental uses of Parcel O buildings and land including office, multifamily housing, hospitality, and entertainment uses.
- **Community Engagement Process** – A review of the community engagement process and inputs from the stakeholder outreach process into the identification of potential reuse options.
- **Reuse and Redevelopment Alternatives –** Identification of alternative reuse and redevelopment options for the vacant and underutilized properties within the Study Area and a comparative economic and financial evaluation of their feasibility and relative returns. The most viable development programs were defined and evaluated based on their market feasibility, fiscal impact to the city using the City's fiscal model, and their consistency with the overall goals and objectives of the city and its residents.

Summary of Findings

The major findings from the development study for the McCaslin Study Area are summarized below.

1. ***The national retail environment is changing dramatically, which is impacting retail opportunities for the McCaslin Subarea.***

   The national retail environment has been shifting over the past decade due to the growth of e-commerce, consolidation of retail chain stores, and changing spending patterns from consumers. Many brick and mortar retailers are creating both physical store and online sales platforms that have resulted in consolidation of store outlets to the most central and attractive locations. As well, store formats are shifting to match with new conditions. The retail sector has bifurcated into national mass merchandisers focused on low-cost and convenience, and on national and local specialty retailers providing authentic and value-added higher-quality goods in retail environments that are more experience-oriented. This shift has spurred the growth of restaurants, bars, and entertainment venues as components of retail centers.

2. ***The McCaslin Subarea retail trade area has contracted over time from a regional to more localized community orientation due to new competitive stores and centers along US-36, I-25 North, and within the City of Boulder.***

   The regionally oriented retail centers and nodes have experienced significant turnover in the past 10 years as anchor store tenants (Sam's Club, Best Buy, Great Indoors, and Sports Authority) have left the corridor for other locations or due to retail chain closures and mergers and acquisitions. Older shopping centers with vacant anchor stores have looked to alternative uses to bolster demand and reinvent areas as finding available retail tenants to replace large, vacant spaces has been difficult. Despite a significant amount of infill housing development in communities along US-36, the majority of new housing growth has occurred in eastern portions of Broomfield Counties along the I-25 corridor and in the City of Boulder, which has shifted retail growth to these areas over the past 10 years. Kohl's recent decision to close its store in Parcel O and open a new store at US-287 and Arapahoe Road in Lafayette, as well as Lowe's considering to open a new store in the same area, are examples of this trend impacting the Study Area.

3. ***Future retail demand for the McCaslin Subarea is limited as there are few large format retailers not already serving the trade area available to be recruited.***

   The McCaslin Community Trade Area is expected to grow by 12,500 households over the next 10 years, which will produce demand for 150,000 square feet of new retail over the time period. It is realistic the Subarea can capture 20 percent of this demand but there will be greater competition from other developments in the area including the Downtown Superior project and

retail projects along US-287 in Lafayette. While it is possible that some of the 215,000 of vacant or soon to be vacant big box retail space in the McCaslin Study Area can be leased to other junior anchor stores, there is insufficient retail demand to absorb all of this space with sales tax generating uses consistent with the City's objectives for the site. If a more desirable place is created within Parcel O, the area will have a better chance to attract more retail than its proportional share.

4. ***There is demand for hotel and multifamily housing within the subarea that can help support revitalization efforts for Parcel O.***

   The existing inventory of competitive hotels in the market area is performing at above average occupancy and room rates. Additionally, there is a new Element Hotel under construction in Superior further substantiating the viability of the hotel market. Based on current growth trends, a new hotel is estimated to be supportable in the market area within the next five years. Multifamily rental housing has also been growing in the corridor but is underrepresented in the immediate Louisville market. New condo developments are limited in the Community Trade Area and difficult to attract to the site given market constraints to condo construction. There is an estimated demand for 1,000 to 1,200 new multifamily housing units within the Community Trade Area over the next 10 years.

5. ***The potential for office space in the McCaslin Study Area is expected to be limited to community services and medical related uses.***

   The Centennial Valley Plan is an established location for office and flex uses. There is however, vacant land along Centennial Valley Parkway in a location better suited for professional office and flex buildings. The vacant lots are located in a business park setting that is more attractive for traditional office uses use as the land costs are likely lower and they are sized and priced for these uses, reducing the barriers to delivery. The type of office space determined to be suitable for location within the McCaslin Parcel O Area is expected to include community oriented uses such as realty, insurance, banks and medical related uses including medical and dental offices, and outpatient and acute care clinics.

6. ***The financial feasibility analysis indicates mixed-use redevelopment within Parcel O is feasible and would be more valuable to the property owners if the allowable densities are increased and alternative uses such as multifamily and/or fitness and entertainment uses are allowed.***

   The feasibility analysis illustrated that redevelopment of two or more of the larger lots is most feasible, provided the GDP and CCRs can be modified accordingly. A more ambitious redevelopment as tested for Alternative 3 would require significant public incentives to facilitate land assembly and the involvement of a master developer including density bonuses, increases in allowable secondary uses (multifamily), and/or public financing support. This is especially true for uses that have lower financial return such as office space.

7. ***All three of the alternatives identified for Parcel O were found to have a positive fiscal impact over 20 years.***

   The fiscal impact of all three alternatives produced a benefit of over $10 million over 20 years to the City. As well, all three produced a more positive impact than the site will produce when Kohl's vacates the area. The increase of utilization of the parcel and the retention and/or incorporation of sales tax producing uses (larger retailers, hotel uses) can offset any negative impacts created from non-sales tax producing uses. The potential mixed-use development alternatives (Alternatives 2 and 3) both create fiscal benefits illustrating that allowing for uses such as multifamily residential will help support reinvestment and redevelopment, while not creating a major fiscal burden.

8. ***The Community Engagement analysis indicates a strong desire for a mix of uses, including new and unique uses that foster place-making and a family friendly destination.***

   Extensive community engagement was conducted and identified a strong desire for new and unique uses ranging from retail, restaurants, entertainment, fitness, and mixed-use residential. Specific area site characteristics and features identified included making the area more walkable and pedestrian friendly, while also adding community spaces such as plazas and other gathering spaces. The community also shared many modern examples of family friendly, mixed use developments and adaptive reuse projects that incorporate food halls, breweries, and other boutique and local type retail environments that would provide a destination for both local community members and visitors. Desired characteristics and uses identified by the community will help support and attract redevelopment and will retain long-term tenants.

Alternatives Review

Three alternatives were developed and analyzed to provide direction on the redevelopment opportunities for Parcel O. These alternatives were evaluated based on their market support and feasibility, community support (use, site design, development characteristics), and fiscal impact.

The evaluation of the alternatives indicates partial or major redevelopment of Parcel O is possible and desirable as long as it achieves community objectives. Alternative 2 is the most market supportable and feasible and produces the greatest fiscal impact; however it does not fully address community desires. Alternative 3 allows for community desires to be addressed but could prove a challenge to attract and incentivize a developer to do a major, multiple parcel redevelopment. However, redevelopment of Parcel O over time, in various phases/projects, as represented in Alternative 3, can achieve a similar outcome. Alternative 1 maintains the status quo for the conditions in the Subarea but re-tenanting the spaces is needed to maintain the fiscal impact Parcel O has provided historically. Successfully attracting and retaining retail tenants with fiscal performance outlined in Alternative 1 will be difficult given the market analysis, retail trends, and property owner expectations.

Implementation Recommendations

The extensive and overlapping regulatory and policy documents cause confusion and misalignment surrounding the opportunities, limitations, and constraints for Parcel O redevelopment. Multiple and dated guiding documents makes it burdensome for developers, property owners, and the City of Louisville to navigate the complex entanglement of regulations surrounding not just Parcel O, but also the entire 882-acre General Development Plan (GDP) area. The following actions should be considered to help attract reinvestment and renewed interest into the McCaslin Subarea.

1. ***Modify the existing GDP and Development Agreement to allow for a greater variety of uses (e.g., fitness clubs/studios) and multifamily housing and incentivize retail development through increased density on the site.***
   - Initiate a GDP amendment or adopt a new GDP governing Parcel O that will reduce barriers to redevelopment and reflect the City's desired development for the Study Area. The GDP amendment should support either Alternative 2 or 3, allowing redevelopment to occur parcel by parcel or as a larger assembled redevelopment.
   - Require redevelopment projects to provide a minimum amount of retail space or sales tax generating uses.
   - Create a cap on the total amount of development density and/or acreage within Parcel O that is developed for non-sales tax generating uses, and/or multifamily housing.
   - Provide additional density and/or greater allowance for non-sales tax generating uses within redevelopment projects that aggregate existing parcels into sites of greater than 18 acres in size.
   - Provide additional density allowance and/or greater allowance for non-sales tax generating uses within redevelopment projects that increase the amount of retail space being redeveloped.

2. ***Provide an additional density allowance and/or greater allowance for non-sales tax generating uses within redevelopment projects that improve connectivity or provide community amenities such as plazas, opens spaces and community gathering spaces. Focus efforts on supporting and growing the retail base in the Subarea and shifting the focus of retail development and tenanting to community-oriented uses.***
   - Identify potential locations for major everyday convenience retail anchors that are identified as supportable (including an additional grocery store or beer, wine and liquor superstore) to locate in the Subarea. Utilize incentives and public financing tools to address issues with potential locations.

- Identify and attract larger supportable non-retail anchors such as a large fitness center and/or an entertainment use that can draw additional consumer traffic to the Subarea.

3. ***Work with the Parcel O property owners to modify the CCRs to allow for an expanded mix of retail and non-retail uses supported in the market and that contribute to the overall viability of the Subarea as a commercial destination.***
   - Condense the existing private covenants and various other agreements impacting Parcel O into an amended document. The revised private covenants will need to reflect the original intent and stated responsibilities/ obligations while also being modernized to reflect existing and projected market demand.

4. ***Invest in public improvements and amenities that allow Parcel O to succeed in an evolving commercial market.***
   - Identify ways to invest in and/or encourage the incorporation of uses and amenities that will support existing retailers and create a more diversified mixture of retail goods and services in the Subarea with retail area reconfiguration projects and redevelopment projects.
   - Amenities to focus on include: enhanced pedestrian and bicycle paths and connections to and throughout the Subarea, community gathering spaces that are integrated and activated by current and new uses, and enhanced vehicular access and circulation to retail sites.

Evaluation Summary

The evaluation of the alternatives indicates partial or major redevelopment of Parcel O is possible and desirable as long as it achieves community objectives. Alternative 2 is the most market supportable and feasible and produces the greatest fiscal impact; however it does not fully address community desires. Alternative 3 allows for community desires to be addressed but it will be a challenge to attract and incentivize a developer to do a major, parcel wide redevelopment. However, redevelopment of Parcel O over time, in various phases/projects, can achieve a similar outcome. Alternative 1 maintains the status quo for the conditions in the Subarea but re-tenanting the spaces is needed to maintain the fiscal impact Parcel O has provided historically.

The City should:

- Initiate a GDP amendment to allow for the market and community supported uses shown in Alternatives 2 and 3.
- Work with property owners to:
  - modify the private covenants and
  - modify other private agreements to remove use, height and density barriers to the market and community supported uses.
- Identify potential investments in public infrastructure and amenities to support the market and community supported uses.
- Investigate public financing mechanisms to encourage desired redevelopment scenarios and support community desires.

Figure 2. Alternative Evaluation Summary

	Alternative 1: Re-Tenant	Alternative 2 – Partial Redevelopment	Alternative 3 – Major Redevelopment
Description	• Re-tenant existing vacant/underutilized lots and buildings • Includes two retail tenants (70,000 sq. ft.), one office use (35,000 sq. ft.), entertainment or fitness (35,000 sq. ft.), and storage/back office (60,000 sq. ft.)	• Partial redevelopment two or more of the larger existing lots. May reuse one, but not all existing buildings. • Includes two retail uses (35,000 sq. ft. and 15,000 sq. ft.), one non-retail use such as fitness, recreation or entertainment (35,000 sq. ft.), 120-room hotel, and 245 multi-family residential units.	• Comprehensive redevelopment with land assembly (may be phased over time). • Represents inclusion of existing retail uses and market demand for additional retail (115,000 sq. ft.), one entertainment or fitness use (35,000 sq. ft.), office uses (65,000 sq. ft.), 120-room hotel, and 525 multi-family residential units.
Market Support/ Challenges	• Market demand for larger regional retail limited • Building configurations not conducive to current retail needs and requirements. • Covenants may not support some market-supported uses.	• Mix and amount of uses are supportable. • Substantial demand for hotel and multi-family uses. • GDP and covenants need to be changed to support development scenario.	• Mix and amount of uses are supportable. • Allows for better orientation to McCaslin frontage and allowed improved marketing to potential users. • Assembly of property poses a considerable market challenge. • GDP and covenants need to be changed to support development scenario.
Financial Feasibility	• Financially feasible based on market inputs. • Based on residual land value, price for Lot 2 most limits feasibility.	• Most financially feasible based on market inputs. • Hotel and multi-family development provide the highest residual land value. • Asking price for Lot 2 limits feasibility.	• Financially feasible based on market inputs. • Hotel and multi-family development provide the highest residual land value and office provides the lowest. • Asking price for Lot 2 limits feasibility.
Community Support	• *Use* – Little community support for additional big box retailers, preference for smaller format retail and service uses. • *Site Design* – Does not reflect community desire for compact, walkable, pedestrian friendly environment. • *Development Characteristics* – Does not meet community desire for local, unique, non-chain retail environments with variety of experience.	• *Use* – Entertainment and retail uses supported by community input, but reuse of existing building for larger format retailers does not support desire for smaller format retail and service uses. • *Site Design* – Some site amenities could be incorporated into the development, but would maintain mostly auto-oriented design. • *Development Characteristics* – Does not fully support community desire for a mixed, experience based, and high quality environment.	• *Use* – Supports community desire for entertainment/experience based uses to anchor small format, boutique and convenience uses. • *Site Design* – Supports major site redesign to include public gathering spaces, paths and trails, and a compact walkable environment. • *Development Characteristics* – Supports diverse range of use that accommodates community's desire for a diverse range of uses and supports local and regional shopping destinations.
Fiscal Impact	• Provides strong fiscal benefit compared to current conditions ($17.9 million compared to $10.7 million over 20 years)	• Provides strongest fiscal benefit of alternatives compared to current conditions ($18.5 million compared to $10.7 million over 20 years)	• Provides strong fiscal benefit compared to current conditions ($14.8 million compared to $10.7 million over 20 years) • Model shows that residential triggers marginal-cost demand to city services.

Red = does not align with project goal; Yellow = moderate alignment with project goal; Green = strong alignment with project goal

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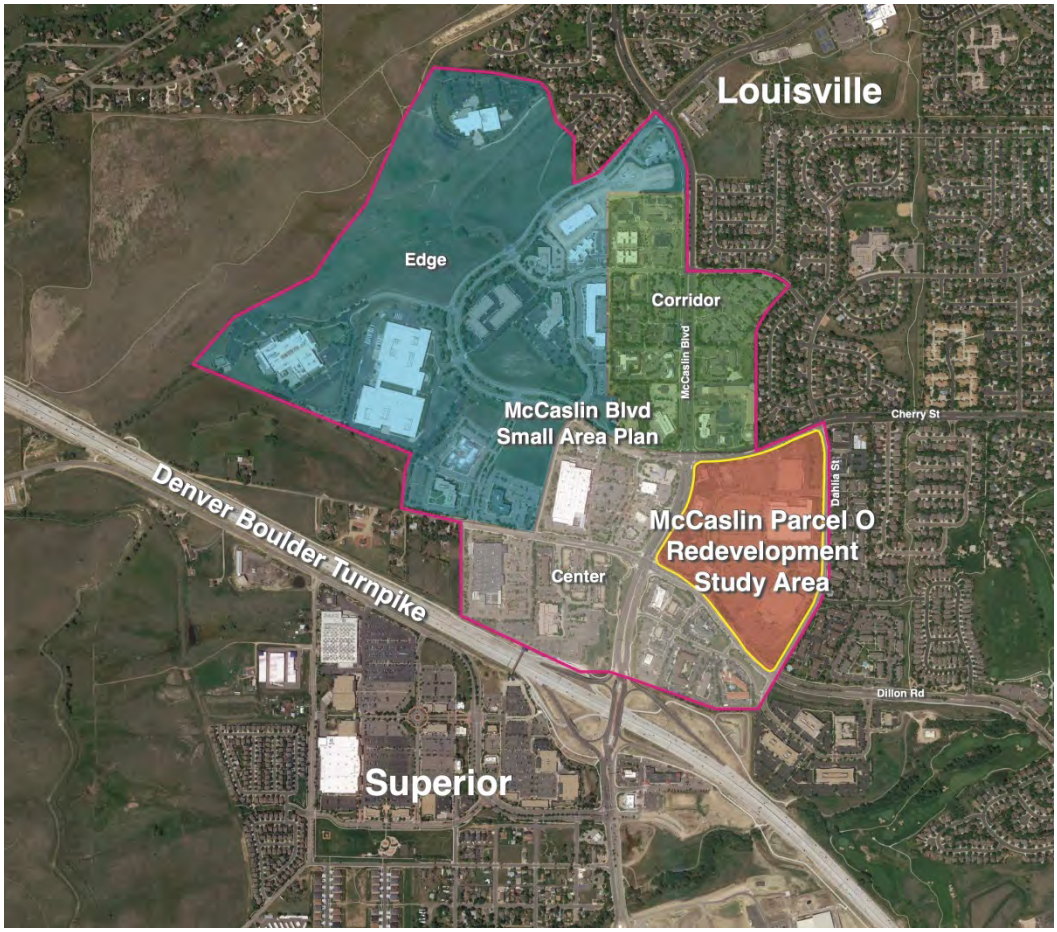
2. Study Area Overview and Regulatory Framework

McCaslin Subarea

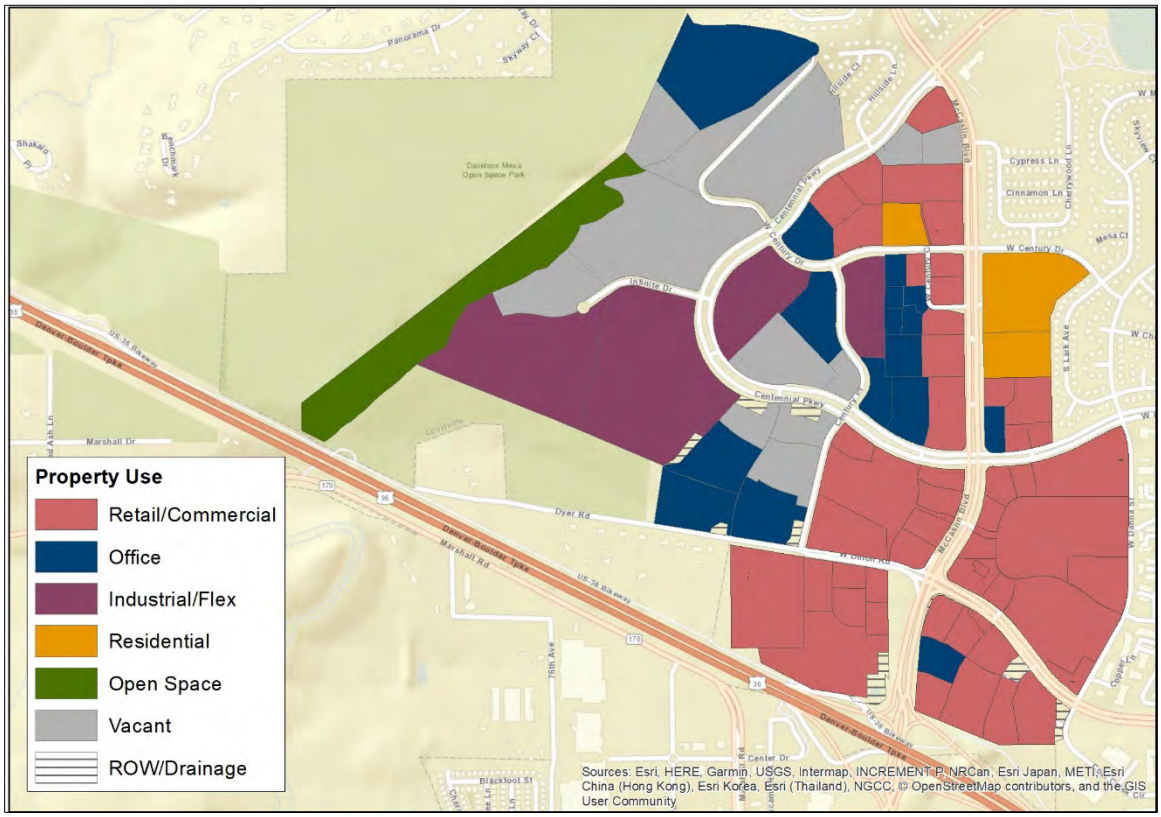
The McCaslin Subarea is located east and west of McCaslin Boulevard, from US-36 on the south to Via Appia Way on the north, in the southwest portion of the City of Louisville. The Subarea was defined for the McCaslin Boulevard Small Area Plan, which was completed in 2017. The McCaslin Redevelopment Study Area (Study Area) is the focus area for this project and is highlighted in orange in **Figure 3**.

Figure 3. McCaslin Blvd Subarea and Project Study Area



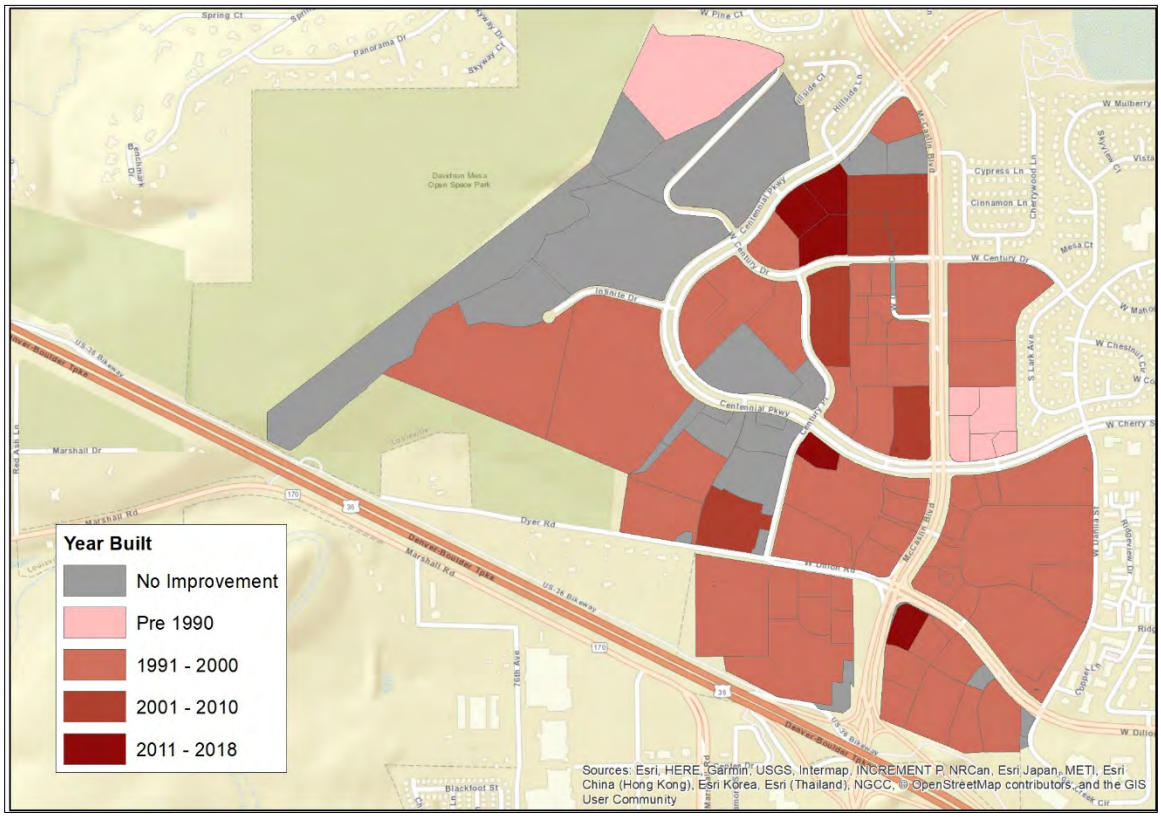
The McCaslin Blvd Subarea is composed primarily of commercial property, as shown in **Figure 4**. There are flexible industrial and public uses within the subarea as well. The Copper Ridge Apartment Homes and Centennial Pavilion Condominiums are the only residential developments within the area. There are also approximately 70 acres of undeveloped vacant land on the north side of Centennial Valley Parkway.

Figure 4. McCaslin Subarea Property Uses



The majority of buildings in the Subarea were built in the 1990's as shown in **Figure 5**. While there has been reinvestment in many of the commercial/retail properties, there have only been four new buildings built since 2011, which are highlighted in dark red.

Figure 5. McCaslin Subarea Parcels by Year Built



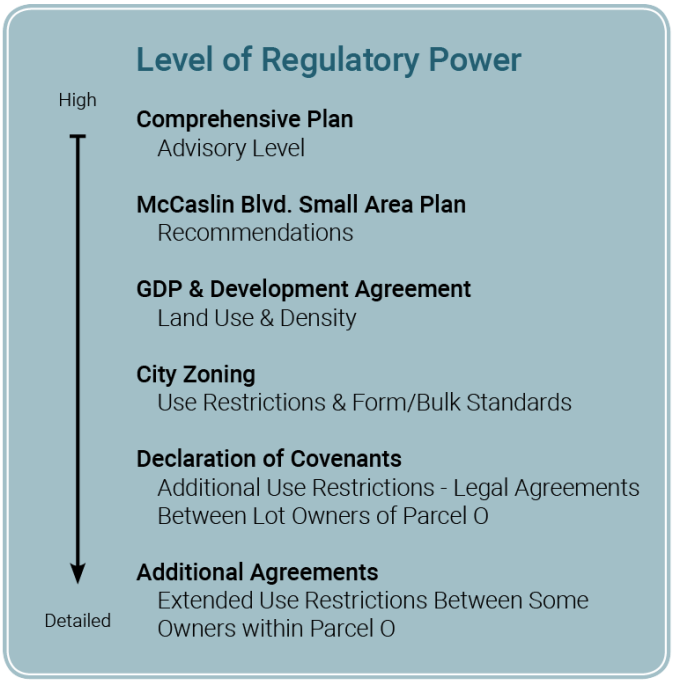
Regulatory Framework

Overview and History

The Centennial Valley plan area consists of 882 acres and was annexed into the city in 1979. A 925,000 square foot mall was intended to anchor the 882 acres and draw regional business to the area; however, in 1982 the proposed mall became economically unfeasible and planning changes were needed. A new General Development Plan (GDP) was created in 1984 creating a new planning foundation that the area is built on today.

Parcel O is located within the GDP area and was originally 72.3 acres. West Dahlia Street would later split the parcel in two, 44.6 acres to the west and 27.9 acres to the east. In addition to the 1984 GDP, several other documents either advise or regulate development opportunities and limitations within Parcel O. These documents range from the City's comprehensive plan zoning codes, to the GDP, to Parcel O covenants and amendments, and to lot specific limitations. This web of documents has caused some confusion and hesitation around the future redevelopment outlook for Parcel O.

The western portion of Parcel O consists of 13 lots and 11 different owners, each of whom are contractual members of the Parcel's private covenants (two of these lots are owned by all lot owners). The lack of a viable retail tenant for Lot 2 (the former Sam's Club site) has had a negative impact on the City's retail tax revenue and has raised concerns about the future. Redeveloping the lot within the parcel and/or repurposing the 128,600 square foot vacant building will boost the City's tax revenue and regenerate community interest and use of the entire Parcel. Understanding the complex regulations and establishing stakeholder consensus and buy in is essential for long-term success. This regulatory analysis within the entire McCaslin Parcel O Redevelopment Study focuses on the western 44.6 acres of Parcel O.



Parcel O Timeline

1979

1979 December – Land annexed into City of Louisville

1982 August – Homart Mall Development "Dead" (mall development no longer feasible), property rezoned

1983 December – GDP for Centennial Valley created

1985

1984 July – Land sold to Homart Development

1990

1993 December – Parcel O covenants created, Parcel O subdivided into 11 lots, & Albertsons/Safeway approved

1994 February – Conoco Gas approved

1994 June – 1st Bank approved

1994 July – Bank One approved

1995

1994 October – McDonald's approved

1995 May – Paul's Coffee building approved

1998 August – Kohl's approved, Sam's Club purchases land and use approved by Albertsons, & Lot 12 created for USPS

2000

2005

2010

2010 January 22 – Sam's Club closes

2013 – City of Louisville Comprehensive Plan updated

2014 January – Seminole Landholding Inc purchases the Sam's Club parcel

2015

2014 April – Ascent Church rents space in former Sam's Club

2017 March – City of Louisville adopts the McCaslin Blvd Small Area Plan

2019 – Ascent Church intends to fully relocate to new building & Kohl's lease ends, future uncertain

2020

McCaslin Boulevard Small Area Plan

Purpose

Adopted March 7, 2017, the McCaslin Blvd Small Area Plan is intended to define desired community character, land uses, and public infrastructure priorities to provide a reliable roadmap for public and private investments in the corridor. As an extension of the Comprehensive Plan, the Small Area Plan is a policy document and not a regulatory document. However, the plan serves as the basis for updated design guidelines, any potential zoning changes, capital improvement project requests, and public dedication requirements from private developers. The McCaslin Boulevard Small Area Plan translates the broad policies of the Comprehensive Plan into the specific actions and regulations that will achieve those policies.

The McCaslin Blvd Small Area Plan takes 2013 Comprehensive framework a step further by setting guidelines for how design and land use regulations should be changed and identifying what infrastructure is needed. Parcel O is located within this Small Area Plan.

Context

Figure 6. McCaslin Subarea Small Area Plan Districts

Comprehensive Plan

The 2013 Comprehensive Plan places Parcel O in an Urban Center character zone, which calls for smaller blocks, more connected streets, and a more pedestrian friendly environment.

Existing Uses

The existing uses for Parcel O include large formal retail, public service/ institutional, multi-tenant retail, office, single tenant retail, stand-alone restaurant, and vacant.

Property Values

The Small Area Plan identifies the ratio of structure value to the total property value in an effort to identify the likelihood a property is to redevelop. The majority of Parcel O has a low structure to property value ratio indicating significant pressure for redevelopment. The Safeway and Kohl's properties were the only two lots within Parcel O to have a high ratio indicating little to no pressure for redevelopment.

Figure 7. McCaslin Subarea Building to Land Value and Buildout Capacity

Existing Zoning

The zoning for a property sets limits for how much can be built on a property based on the allowed building height and lot coverage. The ratio of existing square footage to allowed maximum square footage is another indicator of which properties may redevelop, where additional development is more likely on properties with a low ratio. Low ratios within Parcel O indicate its overall square footage opportunity is not being maximized.

Additional Sections and High Level of Regulation

Remaining sections of the small area plan discuss overall planning principles, community design principles, placemaking concepts, and an urban design plan for the study area. As a recommendation and guiding document, this document is to be analyzed and incorporated as best as possible in future redevelopment planning efforts; however, this document provides a high level overview for the area. The GDP, underlying City zoning, and restrictive covenants provide more detailed regulations regarding redevelopment.

Implementation

The major recommendations of the plan are to be implemented through the adoption of new design standards and guidelines for the corridor. The design elements highlighted in the plan are intended to serve as the basis for the new guidelines, which will need to be reviewed by Planning Commission and adopted by City Council. The new design standards and guidelines will ensure future private development in the corridor complies with the community's vision and this plan. While the plan does not point towards any use changes for Parcel O, it does call for additional public spaces, including plazas, parks, and open space. The plan states Parcel O public space should be acquired when and if the shopping center redevelops.

Key Recommendations for Parcel O included in the implementation section of the plan are:

- **Planning-Rezoning** – Rezone properties in accordance with the McCaslin Blvd Small Area plan when properties redevelop
- **Design & Construction - Parcel O Public Space** – Public plaza and green space in the Parcel O (Sam's Club) development
- **Roadways-Parcel O Internal Street Networks** – Create internal street and block pattern within the development
- **Pedestrian Crossing / Traffic Calming-Parcel O Access** – Add speed table in right turn lanes

GDP and Development Agreement

Overview

The Centennial Valley General Development Plan (GDP) was created in 1984, includes 882 acres, and has been amended and updated multiple times as the Centennial Valley area has developed. The GDP provides an overall land use plan and general design guidelines for the property, while the associated "Amended and Restated Development Agreement" (Development Agreement) provides a more detailed description of the responsibilities, expectations, and limitations for the Central Valley area. These two regulatory documents are between the City of Louisville and Louisville Associates. Parcel O has experienced minor changes throughout the GDP history; however, it has maintained a Commercial use designation. It is important to note that the effective GDP and Development Agreement created in 1984 fully replaced the original Development Agreement created in relation to the original Homart Mall development. The Homart Mall was the initial planned development for Parcel O in the late 1970s to early 1980s; however, the mall development was later deemed unfeasible in 1982.

Timeline

1982
Homart Mall Developement "Dead"

1984
Amended and Restated Development Agreement

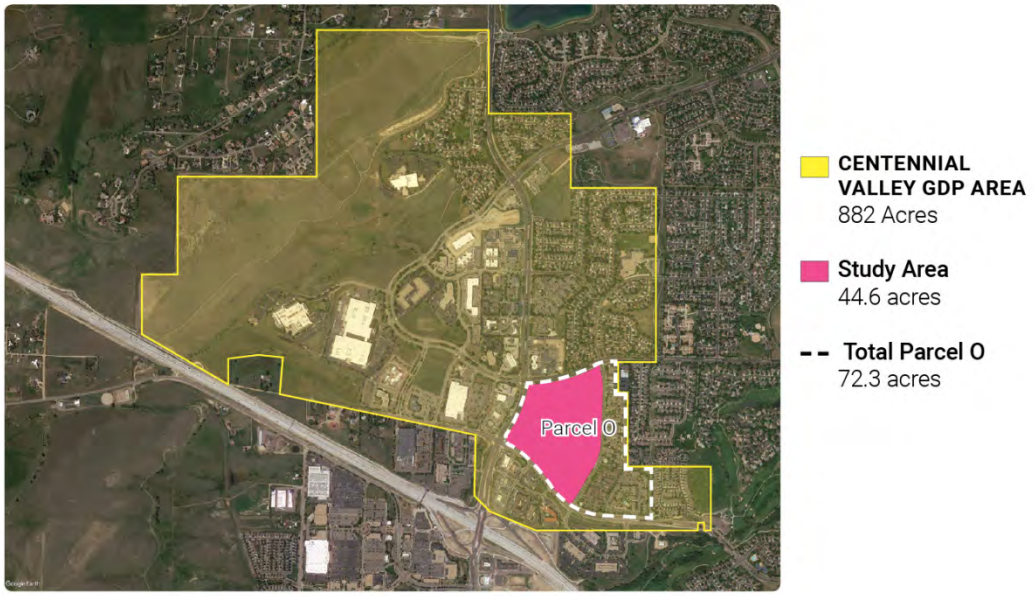
1986
Second Amendment

1991
Third Amendment

1995
Fifth Amendment

2015
GDP Map Updated

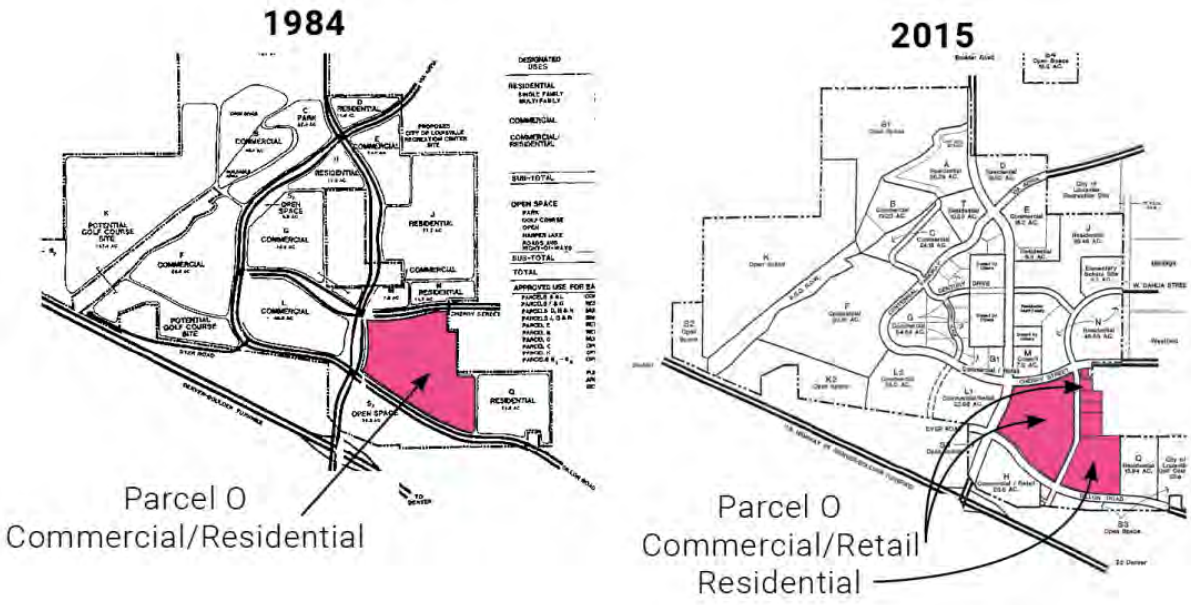
Figure 8. Centennial Valley GDP



Use Designation and FAR

Parcel O current land use designation within the GDP on the west side of West Dahlia Street is Commercial/Retail. Initial designation for the entire area of Parcel O in 1984 was Commercial/Residential. This initial designation was changed when West Dahlia Street was constructed and the vast majority of the eastern part of Parcel O was redesignated residential and the western portion was redesignated commercial/retail. West Dahlia was approved in 1988.

Figure 9. Parcel O Change, 1984 to 2015



Initial FAR for Parcel O was 0.5; however, this has been reduced through the many reiterations of the GDP and development agreement and is currently 0.20. A shuffling of square footage allocation per parcel has unfolded throughout the GDP's history. While the overall limit of total buildable commercial square footage has remained at 3,880,900 square feet for the entire GDP area, "buildable square footage may be reallocated to other Commercial Parcels subject to the mutual agreement of the City and the subdivider." Residential dwelling units are also allowed to be reallocated to other residential parcels within the GDP.

Table 1. Parcel O Density

		1984	1986	1991	1995	2015
	Parcel O Acres	72.3	71.41	71.41	72.52	72.52
	Use Designation	Commercial/ Residential	Commercial/ Residential	Commercial/ Residential	Commercial/ Retail/ Residential	Commercial/ Retail/ Residential
Study Area	Commercial Acres	62.40	51.00	51.00	44.62	44.62
	Commercial "Density" FAR	0.50				
	Commercial "Average" FAR		0.50	0.40	0.20	0.20
	Estimated Buildable SF	1,359,100	1,110,780	888,580	390,000	Unidentified
East of Dahlia St.	Residential Acres	9.00	20.41	9.83	27.9	27.9
	Residential Density Maximum	12.00	12.00	18.40	13.70	13.70
	Estimated Units	108	245	180	382	382

City Zoning

Parcel O is zoned Planned Community Zone District - Commercial (PCZD-C or P-C) within the general planned community zone district framework. "The purpose of the planned community zone district is to encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design. The planned community zone district is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types, retail and service activities, recreation, schools and public facilities, and other uses of land. This district is designed for use where the area comprising such development project is under single ownership or control at the time of its classification as this district."[1] Planned community zone districts are designated as to general land use categories, such as residential, commercial, industrial, agricultural, office and public uses. The City of Louisville defines Planned Community Commercial (P-C) as "intended to promote the development of well-planned shopping centers and facilities that provide a variety of shopping, professional, business, cultural and entertainment facilities designed to create an attractive and pleasant shopping atmosphere."[1]

[1] **Planned Community Zone District**. Code of Ordinances City of Louisville. Chapter 17.72.

GDP Guiding Document and Amendments

The City of Louisville requires any property located within a planned community zoned district must be accompanied by a general development plan (GDP, as described earlier) for the entire property. This development plan must include a map(s), together with supplementary text materials, and an agreement between developer and City which includes a phasing plan, and such development plan shall set forth the following:

- The proposed use of all lands within the subject property;
- The type or character of development and the number of dwelling units per gross acre proposed;
- The proposed location of school sites, parks, open spaces, recreation facilities and other public and quasi-public facilities;
- The proposed location of all streets shall be coordinated with the adopted general street plan for the city.

After approval by the Planning Commission and City Council, the GDP is recorded at the County's Clerk and Recorder office and all development within the district must comply with the GDP, unless the GDP is amended.

Any adopted planned community general development plan and supplementary development standards may be amended, revised or territory added thereto, pursuant to the same procedure and subject to the same limitations and requirements by which such plan was originally approved.

The director of planning may permit amendments to the planned development community general plan, when such amendments will not affect an increase in the permitted gross density of dwelling units or result in a change in character of the overall development plan. Any such amendment by the director of planning shall have approval by the City Council prior to the amendment becoming effective or the City Council may direct such change be made.

Permitted Uses

The following commercial and noncommercial uses may be permitted within any planning area designated “commercial” on the adopted planned community development general plan:

- Any retail trade or service business;
- Professional, business and administrative offices;
- Motels and hotels;
- Cultural facilities, such as museums, theaters, art galleries and churches;
- Pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibit facilities, statuary, fountains and landscaping features;
- Outdoor specialty uses, including sidewalk cafes and outdoor marketplaces to provide unique congregating places for sales and shopper interests;
- Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as integral parts of a center;
- Restaurants, both indoor and drive-in types, food-to-go facilities, sidewalk cafes;
- Hospitals and medical clinics;
- Transportation terminals, parking lots and parking buildings;
- Animal hospitals and clinics;
- Automobile service stations, subject to prescribed performance and development standards;
- Nursing and rest homes;
- Small and large child care centers;
- Financial offices, including banks and savings and loans;
- Accessory structures and uses necessary and customarily incidental to the uses listed in this section;
- Governmental and public facilities;
- Research/office and corporate uses, and facilities for the manufacturing, fabrication, processing, or assembly of scientific or technical products, or other products, if such uses are compatible with surrounding areas. In addition, such facilities shall be completely enclosed and any noise, smoke, dust, odor, or other environmental contamination produced by such facilities, confined to the lot upon which such facilities are located and controlled in accordance with all applicable city, state, or federal regulations;
- Other uses as established by the city council as found to be specifically compatible for commercial and office planning areas;

- Limited wholesale sales as defined in section 17.08.262 of this title are allowed as a special review use;
- Retail marijuana stores and retail marijuana-testing facilities; and
- Health or athletic clubs, spas, dance studios, and fitness studios.

Declaration of Covenants, Amendments, and Additional Documents

Private Covenants

The original 1993 Private Covenants for Parcel O were created to provide a mutual agreement and understanding around the uses, limitations, and responsibilities between the 11 lot owners of Parcel O. This private and contractual agreement identifies specific uses that are prohibited from the entire parcel, as well as additional use restrictions that are specific individual lots within the parcel. The use restrictions are very limiting, can differ between the 13 lots, and can impose operational limits. The private covenants also build on top of the density limits established in the GDP by establishing height limitations (which vary for different lots), limiting the number of buildings per site, creating parking ratios, and establishing maximum floor areas for specific lots (i.e. Lot 9 is limited to a 9,000 square foot maximum). As an example, a few of the stated prohibited uses from the original 1993 Private Covenants include:

- Industrial
- Entertainment or recreation facility including but not limited to a theatre, skating rink, gym, and dance hall
- Renting/selling/leasing motor vehicles, boats, trailers
- Any business where 50 percent or more of gross income comes from alcoholic beverages for on-premise consumption
- General merchandise discount store/department store (Lot 2 excluded from rule)
- Excludes any warehouse store carrying less than 10,000 SKU items
- No other lot or portion of a lot may be a supermarket, bakery or delicatessen, or butcher shop for as long as Lot 1 remains a supermarket
- Supermarket defined as: at least 5,000 square feet of floor area primarily devoted to retail sale of food and off-premise consumption
- Lot 2 can have a supermarket use less than 6,000 square feet
- No more than two lots may have a bank as the primary use
- No more than one Lot may have fuel station as the primary use
- No more than one Lot at any time used for a drive-in or drive-through restaurant whose primary business is the sale of hamburgers.

Residential Uses

It is important to mention that the private covenants do not address residential uses. Residential uses are not identified as a prohibited or as a permitted use in any of the private covenants or related amendments. The PCZD zone district allows residential uses when a DDP designates a parcel for the use. The current GDP excludes residential uses within the Parcel O Study Area.

Unanimous agreement by all owners is required to amend the private covenants. There have been three amendments to the private covenants and they are in effect for 65 years (1993 to 2058) unless canceled, terminated, or modified.

Additional Documents

There are a number of additional regulatory documents and private contractual agreements covering Parcel O, many of which have multiple amendments. A few of these key documents include:

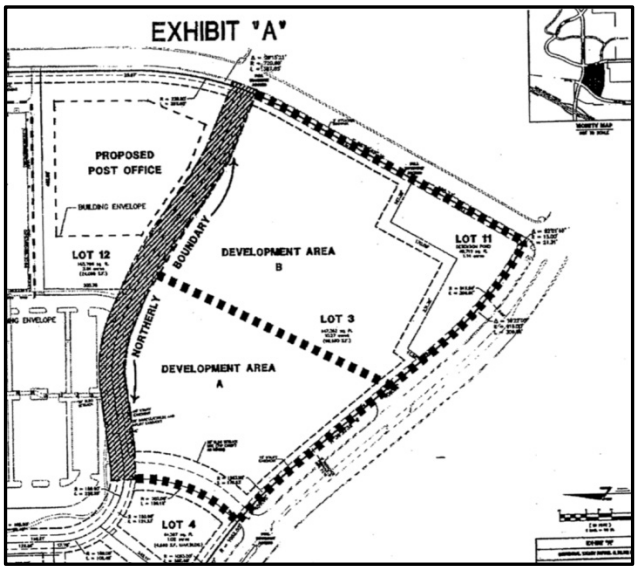


Figure 10. Development Areas A & B of Lot 3

- 1998 CC&R Agreement between Lot 1, 2, and 3 owners regarding permitted uses, lot replatting (created Lot 12), building envelop limitations for lot 12, and designated maximum FAR allocations for Lots 2, 3, and 12.
- 1998 Two-Party Agreement that separates Lot 3 into two "Development Areas." Future redevelopment of Lot 3 will need to adhere to development restrictions laid out in this document. These include:
  - Development Area A: no buildings shall be more than one story, no more than 28 feet in height, and no more than eight buildings shall have a coverage ratio exceeding 25%.
  - Development Areas A and B Combined: no buildings shall be located thereon if their aggregate dimensions when measured parallel to the combined northerly boundary of Development A and Development B exceeds sixty percent of the length of such northerly boundary; and if there shall be located in either development area A or B a building occupying more than 40,000 square feet of such development area and which parking area, and which building is served by parking areas on the other development area, then such building shall be located substantially on development area B and the parking area serving such building shall be located substantially on development area A.

- 2014 Warranty Deed for Lot 2 that prohibits the property from being used as a grocery store/supermarket, wholesale club, discount department store, pharmacy, or for gaming activity purposes. Restrictions are in effect for a period of 25 years, terminating in 2039. This restriction can be removed through a defined payment to the previous owner.
- 1982 Agreement between developer, State Highway Commission, and City of Louisville that limited total development square footage for the GDP area and identified responsibilities for the relocation and reconstruction of the US 36/ McCaslin interchange. With recent expansion of US 36, these limits on square footage are no longer in effect.

Use Comparison

The Use Analysis chart below summaries the allowed uses on Parcel O as determined by the City of Louisville Zoning Code and the Declaration of Covenants, Conditions, Restrictions and Grant of Easements (Covenants), which is a private agreement between all of the landowners within Parcel O.

Permitted by Zoning and Private Covenants

- Office
- Hotel & motels
- Hospitals & medical clinics (human & animal)
- Nursing & rest homes
- Child care center
- Retail marijuana sales
- Other uses as established by the City Council as found to be specifically compatible for commercial and office planning areas

Private Covenant Limited Allowed Uses

- Any retail trade or service business (grocery, motor vehicle sales, warehouse stores, etc.)
- Cultural facilities (no theatres)
- Restaurants (no business where 50% or more income is from on-site alcohol consumption, only 1 drive-through, etc.)

Prohibited Uses per Private Covenants

- Recreational facilities, both indoors and outdoors, such as ice skating and roller skating rinks which may be designed as integral parts of a center
- Health or athletic clubs, spas, dance studios, and fitness studios

3. Economic and Demographic Framework

This section provides an overview of the demographic and economic conditions within the City of Louisville and the surrounding area. Population, household and employment trends are documented to set the context for the real estate market.

Population and Households

The City of Louisville has a population of 21,208. The City experienced a small population decline from 2000 to 2010 but added 2,823 new residents between 2010 and 2018, which equates to an annual rate of 1.8 percent. The City of Boulder and City/County of Broomfield have grown by the most people since 2010 with 11,902 (1.4 percent annually) and 15,135 (3.0 percent annually) new residents respectively. Erie and Lafayette have experienced significant new population growth since 2010, as both have grown by approximately 800 new residents annually and Erie had the fastest rate of growth at 3.9 percent annually, as shown in **Table 2.**

Table 2. US-36 Corridor Population, 2000 to 2018

				2000-2010			2010-2018		
Population	**2000**	**2010**	**2018**	**Total**	**Ann. #**	**Ann. %**	**Total**	**Ann. #**	**Ann. %**
US-36 Corridor Cities/Towns									
Louisville	19,213	18,385	21,208	-828	-83	-0.4%	2,823	353	1.8%
Superior	9,032	12,483	13,444	3,451	345	3.3%	961	120	0.9%
Boulder	95,197	97,525	109,427	2,328	233	0.2%	11,902	1,488	1.4%
Lafayette	23,283	24,452	30,928	1,169	117	0.5%	6,476	810	3.0%
Erie	6,604	18,025	24,420	11,421	1,142	10.6%	6,395	799	3.9%
US-36 Corridor Counties									
Boulder County	269,713	294,567	333,953	24,854	2,485	0.9%	39,386	4,923	1.6%
Broomfield County	39,332	55,889	71,024	16,557	1,656	3.6%	15,135	1,892	3.0%

Source: ESRI; Economic & Planning Systems

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The City of Louisville has 8,681 households, as shown in **Table 3**. Louisville added 1,141 households since 2010, which is significantly more than the 161 households added from 2000 to 2010. However, most of the new household growth in the US-36 corridor is occurring outside or on the edges of the trade area—typically three to five miles—from the McCaslin Subarea.

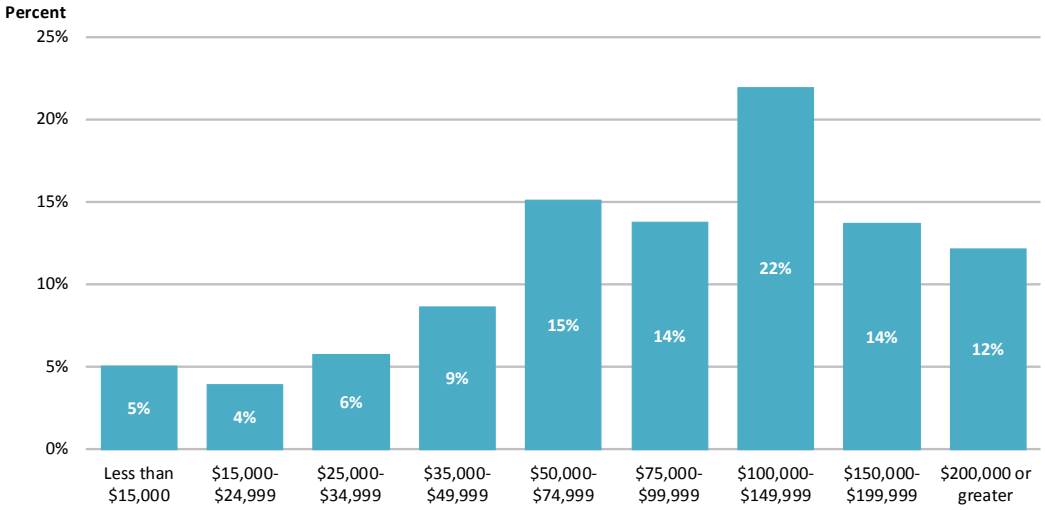
Table 3. US-36 Corridor Cities and Towns Households, 2000 to 2018

				2000-2010			2010-2018		
Households	2000	2010	2018	Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
US-36 Corridor Cities/Towns									
Louisville	7,379	7,540	8,681	161	16	0.2%	1,141	143	1.8%
Superior	3,393	4,496	4,764	1,103	110	2.9%	268	34	0.7%
Boulder	39,770	41,359	45,475	1,589	159	0.4%	4,116	515	1.2%
Lafayette	8,815	9,631	11,857	816	82	0.9%	2,226	278	2.6%
Erie	2,292	6,259	8,366	3,967	397	10.6%	2,107	263	3.7%
US-36 Corridor Counties									
Boulder County	106,495	119,300	132,801	12,805	1,281	1.1%	13,501	1,688	1.3%
Broomfield County	14,233	21,414	27,259	7,181	718	4.2%	5,845	731	3.1%

Source: ESRI; Economic & Planning Systems

Louisville households have above average incomes for the region, but lower average incomes than the neighboring communities of Superior and Erie. Forty-eight percent of Louisville households have average incomes over $100,000, as shown in **Figure 11**.

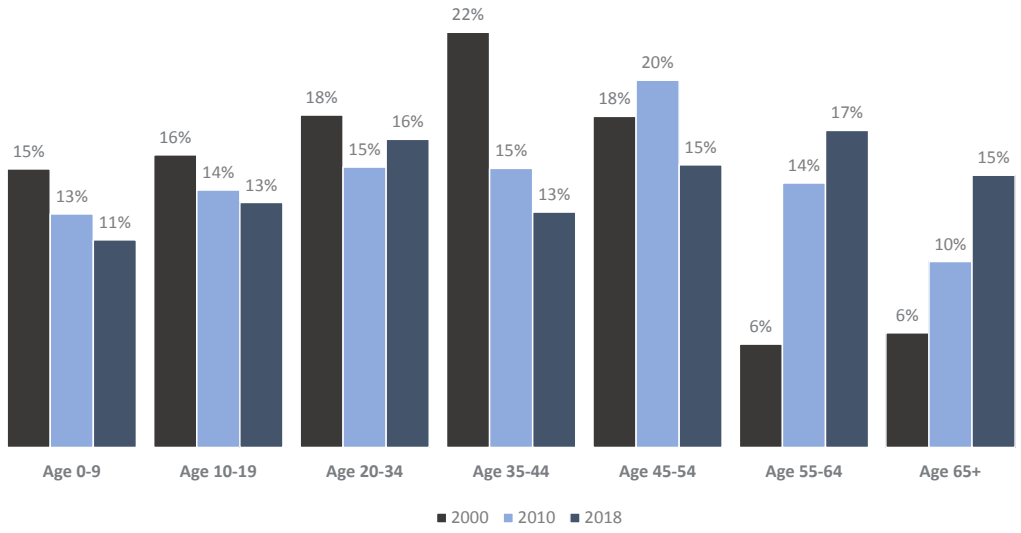
Figure 11. Louisville Households by Income Cohort, 2018



Source: ESRI; Economic & Planning Systems

The City of Louisville has an older population than the surrounding communities. The median age is 42 years old and over half of Louisville residents are between the age of 25 and 64. The percent of residents over the age of 55 years old increased from 12 percent in 2000 to 32 percent in 2018 as shown in **Figure 12**. All other age cohorts have experienced a decrease in the percent of residents. The shift to a greater percentage of older residents is attributed to the aging of existing residents and relatively (to neighboring communities aside from Superior) limited new housing growth that has occurred in Louisville since 2000.

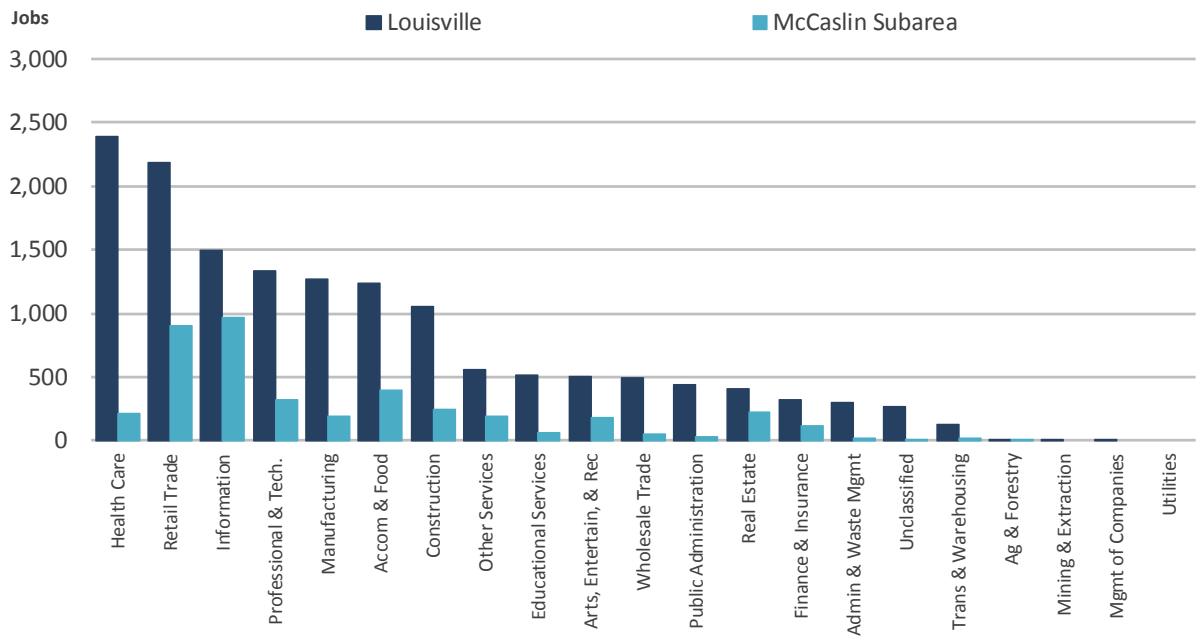
Figure 12. Louisville Residents by Age Cohort, 2000, 2010 and 2018



Employment

Total employment in 2018 was 14,919 for the City of Louisville and 4,163 for the McCaslin Subarea. The largest employment sectors in the City are Health Care, Retail Trade, and Information. Within the McCaslin Subarea, the Information, Retail Trade, and Accommodation and Food Services industries employ the most people.

Figure 13. McCaslin Subarea and Louisville Employment by Industry



Source: ESRI; Economic & Planning Systems

The City of Louisville has a small portion of residents that live and work in the city—just under 11 percent. These 1,080 residents make up 7 percent of Louisville's employment base, as shown in **Table 4**.

Table 4. Inflow and Outflow of Residents and Workers in Louisville, 2015

Description	Total	Percent
Labor Force		
Resident and Employed in Louisville	1,080	10.7%
Resident in Louisville, but work elsewhere	9,024	89.3%
Total Residents in Louisville	10,104	100.0%
Employment		
Resident and Employed in Louisville	1,080	7.2%
Empolyed in Louisville, but live elsewhere	13,961	92.8%
Total Employees in Louisville	15,041	100.0%

Source: LEHD; Economic & Planning Systems

As shown in **Table 5**, Louisville has a jobs-housing ratio of 1.68, meaning there are more jobs than housing units in the city. Nearby communities of Superior and Erie have significantly more housing units than jobs and have ratios well below 1. At 2.39, the City of Boulder has the highest ratio in the area; 75 percent of Boulder's workforce commutes in from other cities as a result (LEHD). Approximately 28 percent of employed Louisville residents commute to Boulder for work, as shown in **Table 6**.

Table 5. Jobs-Housing Ratio

	Jobs	2018 Housing Units	Ratio
US-36 Corridor Cities/Towns			
Louisville	14,919	8,871	1.68
Superior	2,956	4,864	0.61
Boulder	112,868	47,129	2.39
Lafayette	12,274	12,041	1.02
Erie	2,542	8,629	0.29
US-36 Corridor Counties			
Boulder County	196,323	138,676	1.42
Broomfield County	39,373	28,642	1.37

Source: ESRI; Economic & Planning Systems

Table 6. Where Louisville Residents Work

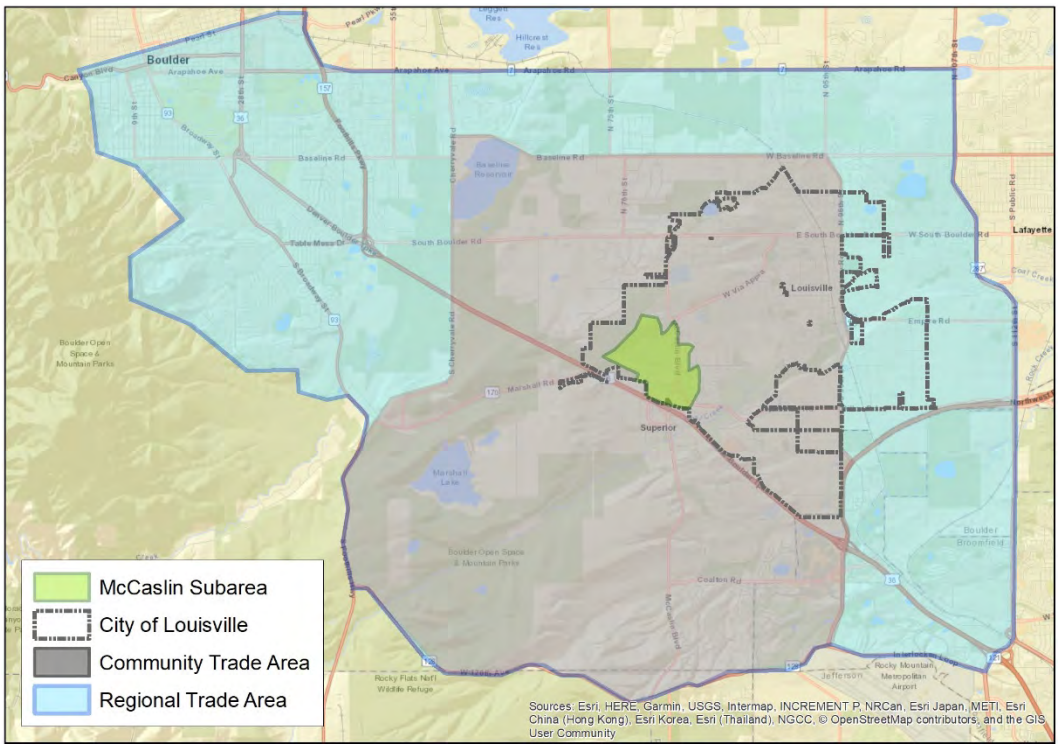
Destination	Jobs	Pct
Boulder	2,843	28%
Denver	1,373	14%
Louisville	1,080	11%
Broomfield	457	5%
Westminster	366	4%
Longmont	326	3%
Lafayette	324	3%
Lakewood	284	3%
Aurora	276	3%
All Other Locations	2,775	27%
Total	**10,104**	**100%**

Source: LEHD; Economic & Planning Systems

Trade Areas Demographics

Retail trade areas were developed for the McCaslin Subarea to illustrate the consumer shed for retailers in the McCaslin Subarea and to estimate existing and future demand for retail from these trade areas. The Community Trade Area used for this analysis represents the primary capture area for retailers providing everyday shopping items (e.g., Safeway). A Community Trade Area is typically a 2-mile radius in size. The Regional Trade Area represents the primary capture area for retailers providing destination oriented, occasional shopping (e.g., Home Depot, Lowe's, and Kohl's). A regional trade area is typically a 5 to 7-mile radius in size. The community and regional trade area boundaries used in this analysis are shown in **Figure 14**.

Figure 14. Community and Regional Trade Area Boundaries



The demographic composition of Louisville versus the surrounding region is shown in **Table 7**. The population within the Community Trade Area is 38,399, and within the Regional Trade Area is 127,887. Household incomes in Louisville are lower than the Community Trade Area but higher than the Regional Trade Area. Louisville has the highest median age (42) and a higher percentage of family households than both the Community and Regional Trade Areas.

Table 7. Louisville and Trade Area Demographics, 2018

Description	Louisville	Community Trade Area	Regional Trade Area
Population	21,208	38,399	127,887
Households	8,681	15,180	51,621
Avg. Household Size	2.4	2.5	2.3
Percent of Family Households	66.5%	65.3%	48.6%
Avg. Household Income	$121,634	$129,912	$104,978
Median Household Income	$94,971	$100,820	$71,071
Median Age	42	38	31
Education			
Bachelor's	37.6%	38.3%	35.2%
Master's Plus	35.2%	35.9%	37.2%

Source: ESRI; Economic & Planning Systems

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4. Retail Market Analysis

This section is an analysis of retail and commercial market conditions and potentials for the McCaslin Subarea and for Study Area properties including a summary of national and local retail trends, existing sales and spending levels, competitive development patterns, and future opportunities.

National Trends

The retail industry has shifted greatly over the last 10 to 15 years, impacted by the growth of internet sales, declining brick and mortar store sales, retail chain consolidations, and demographic shifts and preferences. Collectively, these trends are impacting store sizes and reducing the overall demand for new retail space locally and nationally.

- **The Rise of E-Commerce** - Between 2001 and 2015, total online retail purchases (excluding auto related) grew from approximately $29 billion to $310 billion, an 18.4 percent annual growth rate. Online sales accounted for 22 percent of total retail sales growth. During the same period, brick and mortar stores grew at a 3.7 percent annual growth rate, decreasing their share of the total retail market from 98 percent to 89 percent. Despite still accounting for only 11 percent of overall spending, the growth in online shopping is impacting the demand for traditional brick and mortar stores. This also affects the way retailers are doing business, pushing them to alter store formats and incorporate online sales and marketing into their business concepts. The list of top online retailers reinforces this point as many have a significant brick and mortar presence as well. This group includes such major retailers as Walmart, Target, Home Depot, Best Buy, and Bed Bath & Beyond.
- **Changing Retail Mix** - These changes in spending patterns are impacting the mix of retail space in aggregate as well as within individual districts, corridors, and centers. The restaurant, bar, and microbrewery segment has grown rapidly, and new food and beverage formats have been introduced (e.g., food halls and market halls, farm to table restaurants, and food trucks). These market/food hall establishments (metro area examples include Denver Central Market, The Source, and Avanti in Denver and Stanley Marketplace in Aurora) focus on creating a community atmosphere with shared eating and common spaces and a variety of food options and small format retail options. In contrast, the growth of shoppers' goods store space (general merchandise, apparel, furniture, and other shoppers' goods) is flat or declining, as exhibited by numerous store closures by Macy's, JCPenney, Sears, and Kmart.

- **Store and Chain Consolidation** - Over the past five years, there have been nearly 200 retail chain bankruptcies. In 2017, CNN Money reported there were 5,300 store closing announcements through June 20 compared to 6,200 in 2008 during the Great Recession. There are fewer stores in the market now, making it more difficult to find tenants for new retail developments or to refill existing spaces. Vacancies are increasing nationally as large blocks of space are vacated by store brands that no longer exist.
- **Big Box Reuse** - The loss of anchor stores coupled with an overall decrease of retailers on the market makes re-tenanting vacant big box stores difficult. Retail developers have had some success filling these vacancies with nontraditional tenants, specifically ones that are fitness or entertainment oriented. Gym franchises such Vasa Fitness, Gold's Gym, Chuze Fitness, Planet Fitness and Crunch Fitness are also frequently located in former big box stores and grocery stores. Between 2016 and 2017, at least 16 fitness centers of 18,500 square feet or larger leased vacant retail space in the Denver metro area totaling over 600,000 square feet of space. Aqua-Tots, a national swimming instruction company, and other similar chains often seek out empty store buildings for new locations, including Aqua-Tots Littleton and Highlands Ranch sites and the forthcoming Goldfish Swim School in Superior.

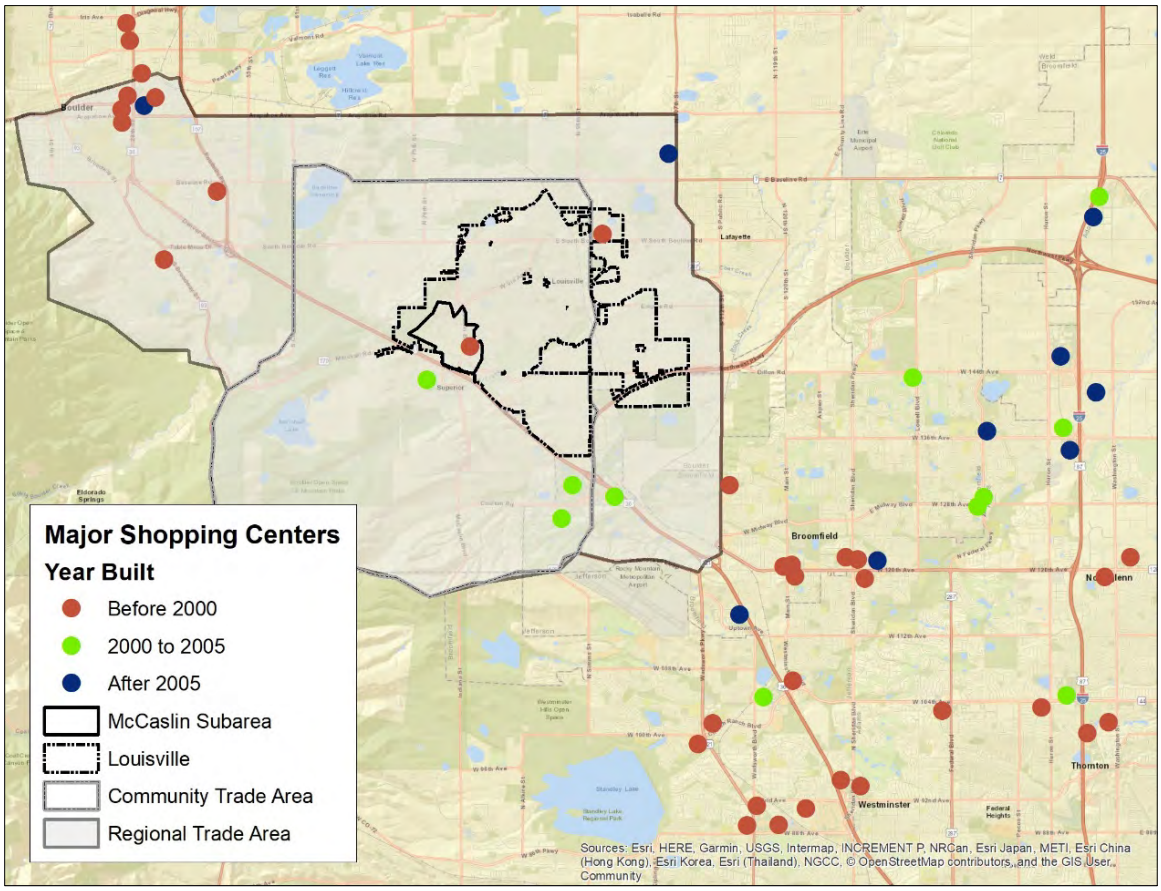
These trends are manifesting themselves within Louisville and the region. The impact of E-commerce and store consolidations are evident in the loss of anchor stores along the US-36 Corridor in Superior (Sports Authority), Louisville (Sam's Club and soon to be Kohl's), and Broomfield (Best Buy and Great Indoors). Going forward the trends in retail will place a greater priority on more experience-oriented retail and adapting to changing technologies.

Regional Trends

Northwest Metro Area Retail Development History

Built in 1993, Centennial Valley was the first major retail center located between Boulder and Westminster. Substantial retail development occurred from 2000 to 2005 in Superior and Broomfield as shown in **Figure 15**, creating major competition with greater access and visibility to Highway 36. Since 2005, regional retail development has followed housing development with a shift to Boulder, US-287, and I-25.

Figure 15. North Denver Metro Area Major Retail Centers by Year Built



Regional Retail Anchor Inventory

As shown in **Table 8**, most of the typical, larger anchor retailers are already located within the Regional Trade Area. Most of the major retailers not present were formerly located in the area but left due to low performance (e.g., Ross, Sam's Club, Hobby Lobby) or as part of a chain consolidating or closing (Sports Authority, Great Indoors and Office Depot).

Table 8. Existing Retail Inventory

Retailer	Total Stores: Community Trade Area	Total Stores: Regional Trade Area
Large Format/Anchor		
Discounter/Supercenter		
Target	1	2
Walmart Supercenter	1	2
Macy's	1	2
Kohl's	1	1
JC Penney	0	0
Warehouse Clubs		
Costco	1	1
Sam's Club	0	0
Building Materials & Garden		
Home Depot	1	2
Lowe's	1	1
Apparel		
TJ Maxx	1	1
Ross	0	0
Marshalls	0	1
DSW	1	1
Old Navy	1	1
Appliances/Electronics		
Best Buy	0	1
Office Supplies		
Office Depot	0	1
Staples	0	1
OfficeMax	1	1
Sporting Goods		
Dick's Sporting Goods	1	1
REI	0	1
Pets		
PetSmart	1	1
Petco	0	1
Arts and Crafts		
Hobby Lobby	0	0
Michael's	1	2
Jo Ann Fabrics	0	1
Books/Music/Toys		
Barnes & Noble	0	1

Source: Economic & Planning Systems

Grocery Store Inventory

Grocery Stores are a traditional anchor for shopping centers oriented to a community level trade area (2-miles). Existing grocery stores within the Community Trade Area are listed in **Table 9** and shown in **Figure 16**. The seven grocery stores in the Community Trade Area include two Safeway stores, one of which is located next to the former Sam's Club in Parcel O. There is a growing presence of natural food grocers (Whole Foods, Sprouts and Alfalfa's) in the metro area. Other traditional grocers, such as Safeway and Albertsons, are losing market share and are no longer actively opening new stores in the Denver metro market.

Table 9. Existing Grocery Store Inventory

Community Trade Area		
Retailer	**Location**	**# of Stores**
Alfalfa's Market	785 E. South Boulder Rd., Louisville	1
King Sooper's	1375 E South Boulder Rd., Louisville	1
Safeway	910 W. Cherry St., Louisville 1601 Coalton Rd., Superior	2
Target	400 Marshall Rd., Superior	1
Walmart Supercenter	500 Summit Blvd., Broomfield	1
Whole Foods	303 Marshall Rd., Superior	1
Total		**7**

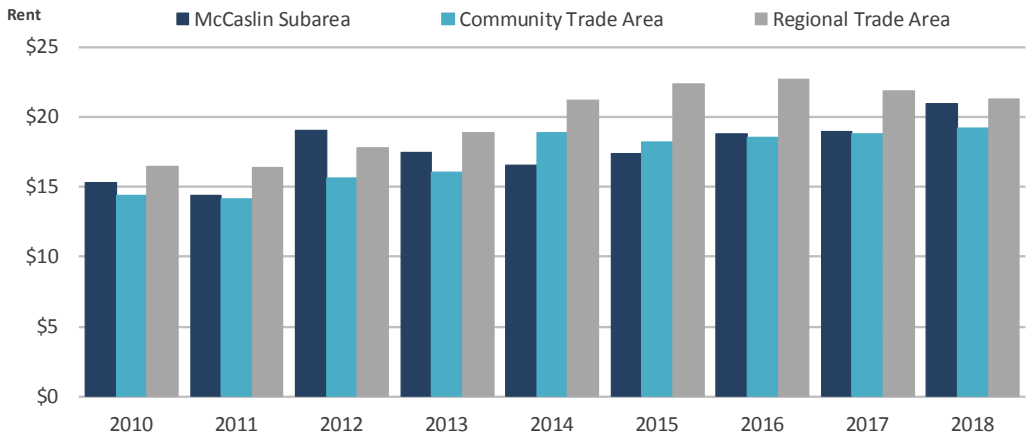
Source: Economic & Planning Systems

Figure 16. Existing Grocery Store Locations

Retail Market Conditions

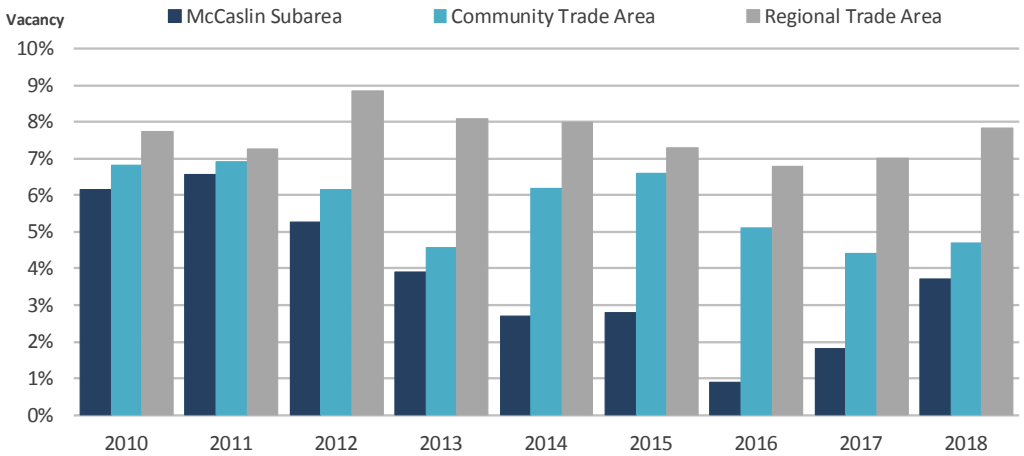
The McCaslin Subarea is still a strong retail location for neighborhood and community uses. Rental rates are higher than in the Community Trade Area, and vacancy rates are lower than the surrounding areas (excluding the Sam's Club building) as shown in **Figure 17** and **Figure 18**. The average rental rate in the McCaslin Subarea was $20.92 (NNN) at the end of 2018. The vacancy rate in the McCaslin Subarea was 3.7 percent at the end of 2018 (excluding Sam's Club), which is lower than the rate in the Community Trade Area (4.7 percent) and Regional Trade Area (7.8 percent).

Figure 17. Retail Rental Rates



Source: CoStar 2nd Quarter; Economic & Planning Systems

Figure 18. Retail Vacancy Rates (Excluding Sam's Club building)



Source: CoStar 2nd Quarter; Economic & Planning Systems

Retail Inventory

There has been minimal new retail development activity in the McCaslin Subarea in the last eight years. The only inventory addition occurred in 2016 with the construction of a small center at the corner of McCaslin Blvd and West Dillon Road. The Community Trade Area and Regional Trade Area also experienced little growth over this time frame; both areas grew at 0.2 percent annually, as shown in **Table 10**. The Community Trade Area attracted 81,000 square feet of new space since 2010.

Table 10. Retail Inventory Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2010-2018 Total	2010-2018 Ann. #	2010-2018 Ann. %
Retail Inventory (Sq Ft)												
McCaslin Subarea	905,957	905,957	905,957	905,957	905,957	905,957	900,677	913,331	913,331	7,374	922	0.1%
Community Trade Area	4,013,824	4,013,824	4,013,824	4,013,824	4,018,274	4,050,565	4,042,910	4,078,546	4,080,843	67,019	8,377	0.2%
Regional Trade Area	9,511,506	9,512,989	9,518,489	9,541,563	9,544,945	9,591,236	9,547,317	9,593,164	9,673,201	161,695	20,212	0.2%

Source: CoStar 2nd Quarter; Economic & Planning Systems

Table 11. New Retail Construction

	2010	2011	2012	2013	2014	2015	2016	2017	2018*	2010-2018* Total	2010-2018* Ann. Avg.
New Construction											
McCaslin Subarea	0	0	0	0	0	0	12,654	0	0	12,654	1,489
Community Trade Area	2,796	0	0	0	36,741	0	16,154	25,279	0	80,970	9,526
Regional Trade Area	7,796	13,083	11,567	17,007	53,897	0	16,154	92,313	21,930	233,747	27,500

* Through 2018 Q2

Source: CoStar; Economic & Planning Systems

Planned Projects

Planned retail projects in the Community Trade Area include small infill projects such as the Blue Star Lane and S. Boulder Road project in Louisville and the Ethan Allen Showroom in Superior (described below) or retail space planned as part of larger mixed-use (re)development projects. The Downtown Superior project is planned to add up to 1,400 new housing units and up to 800,000 square feet of commercial uses (retail and office). The eventual development program for Downtown Superior is not set as it will be impacted by its ability to attract retail and employment uses to the site. Regardless of the ultimate amount of retail space developed, it will be competitive with the McCaslin Subarea. The Flatiron Marketplace redevelopment is another mixed use project with a retail component, which will replace an existing retail power center. Redevelopment projects in the McCaslin Subarea will likely be similar in terms of its mix of uses (retail vs. non-retail uses) and may compete for retailers.

Figure 19. Planned Retail and Mixed-Use Developments

Planned Retail and Mixed-Use Developments

Downtown Superior

- 1,400 residential units
- 817,600 SF commercial and retail
- 150,000 SF indoor recreation
- 42 acres

The Downtown Superior plan includes 25 restaurants and 20 retailers.

Flatiron Marketplace
Hwy 36 & E. Flatiron Crossing Dr., Broomfield

- 20 acres
- 3 phases
- 1,200 residential units
- 12,000 SF commercial

Phase I includes 327 apartments and 4,000 SF of commercial space constructed around an existing parking garage.

North End Market
Blue Star Lane & S. Boulder Rd., Louisville

- 4,000 SF retail
- 3,350 SF restaurant building

Ethan Allen Design Center, Superior Marketplace
600 Center Dr., Superior

- 11,971 SF
- 1.27 acres

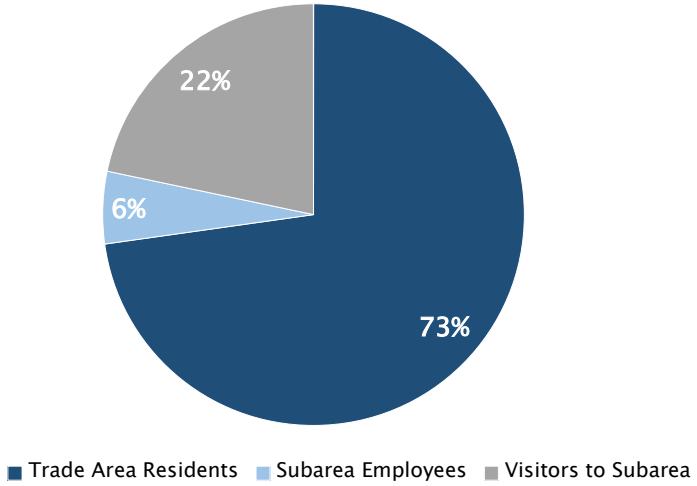
The Design Center will include 277 SF of warehouse space, 683 SF of office space, and 11,011 SF of retail space.

McCaslin Subarea Sales Conditions

Distribution of Sales in Subarea

Businesses in the McCaslin Subarea produced $146 million in net taxable sales in 2017 which generated $5.1 million sales tax revenue for the City of Louisville. Approximately 80 percent of the net taxable sales occurred in traditional retail stores and restaurants. Sales in the Subarea by consumer group include people who live in the Community Trade Area, people who work in the McCaslin Subarea, and shoppers who visit the Subarea, which includes people who live outside the trade area and/or are visitors to the area (e.g., hotel guests, hockey tournament participants). EPS estimated the distribution of sales in the Subarea to understand what is driving retail demand and how much uses that generated new visitors (employment and hospitality) contribute to the sales base.

Figure 20. Distribution of McCaslin Subarea Net Taxable Sales



- **Sales to Residents** – The Community Trade Area has 38,399 residents in 15,180 households. These residents are estimated to generate $371 million in annual retail purchases, of which $81 million are captured in the Subarea. The trade area resident sales account for 73 percent of Subarea sales. This estimate is based on the existing stores in the Subarea and their actual net taxable sales in 2017.
- **Sales to Employees** – The McCaslin Subarea has an estimated 4,263 employees working in the Subarea. The estimated spending by workers in the Subarea is based on estimated office worker spending from the International Council of Shopping Centers (ICSC), which surveys spending patterns of office workers nationally. ICSC estimates that an average office worker spends approximately $4,750 annually on retail goods while at or near their place of work. Based on the actual stores present in the McCaslin Subarea (also

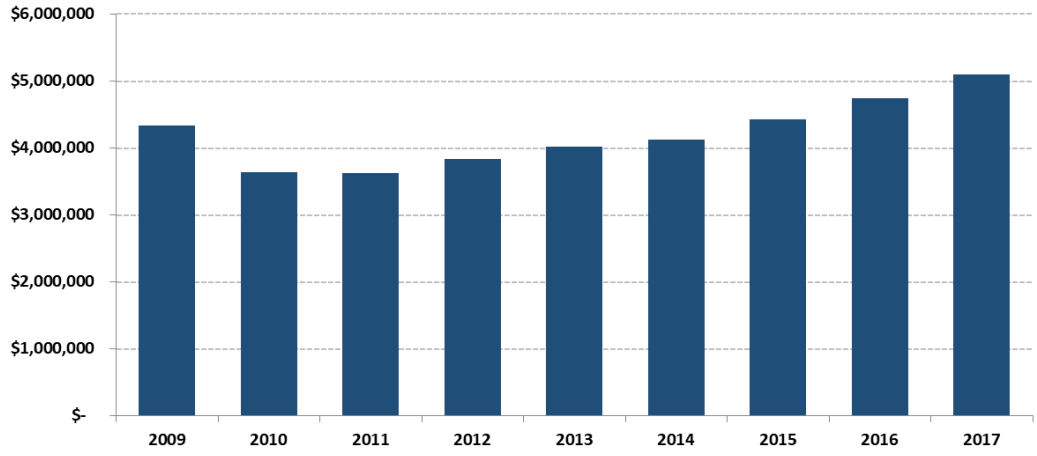
considering retail in areas surrounding the Subarea), EPS estimates an average worker spends approximately $1,450 annually in the Subarea, which is a total of $6.2 million or approximately 6 percent of Subarea retail sales (netting out workers who also live in the Community Trade Area).

- **Sales to Visitors** – Visitors to the subarea are estimated to generate $24.2 million or 22 percent of total Subarea sales. This percentage of sales to visitors is an approximation of the amount of sales inflow to the Subarea, which means this amount of sales (and associated customers) that are from people who are traveling to the Subarea to make retail purchases, which is referred to trade area Inflow. Despite having a few regionally oriented retailers (Home Depot, Lowe's and Kohl's) the amount of inflow is not a large portion of the sales meaning that the retailers in the Subarea are mainly serving the residents of the Community Trade Area.

Sales Tax Trends

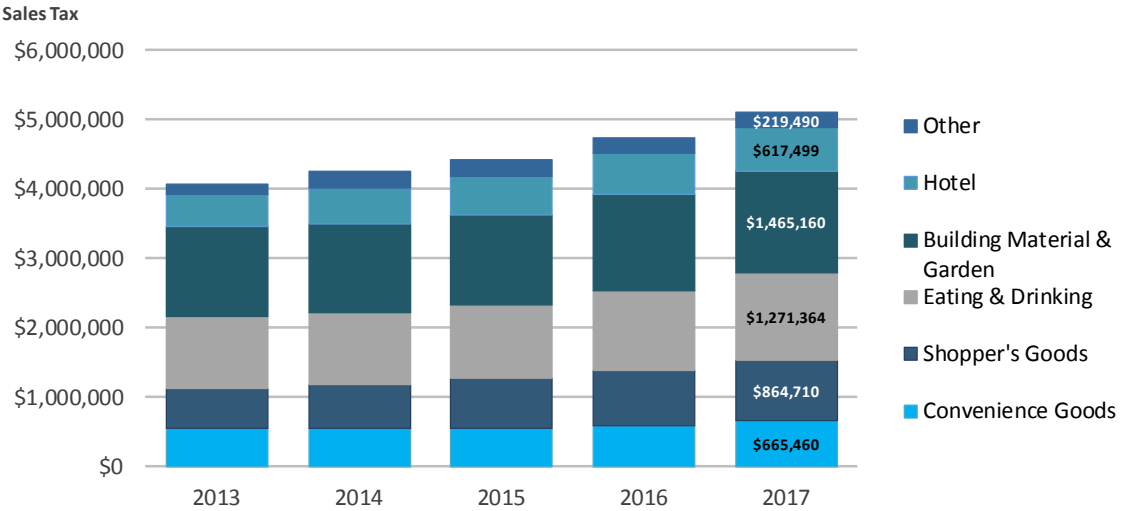
The amount of sales tax generated in the McCaslin Subarea has been growing steadily over the past eight years since Sam's Club closed. The Subarea accounted for $5.1 million in sales tax revenue in 2017 and generates more sales tax now than it did in 2009 which was the last full year in which Sam's Club was open. In 2009, the Subarea produced $4.4 million in sales tax revenues, which dropped to $3.6 million in 2010, as shown in **Figure 21**. Sales tax levels exceeded the 2009 totals for the first time in 2015, which means it took five years to recapture the loss of sales attributed to Sam's Club. Despite the loss of Sam's Club, sales tax revenue generated in the Subarea has grown by 2.1 percent annually since 2009, which exceeds the rate of inflation for this period.

Figure 21. McCaslin Subarea Sales Tax, 2009 to 2017



In the past five years, the McCaslin Subarea experienced nearly 6 percent annual growth in sales tax revenue. As shown in **Figure 22**, Building Materials and Eating/Drinking establishments accounted for most of the sales tax revenue generated, while the six area hotels provided nearly 15 percent of the sales tax revenue. Sales tax generated from building materials stores, eating and drinking establishments, hotels, and marijuana sales accounted for the vast majority of retail sales tax growth (85 percent) since 2013.

Figure 22. Sales Tax Trends



Source: City of Louisville; Economic & Planning Systems

Retail Demand

In this section we estimate future retail demand for the Community Trade Area. Demand is estimated based on household expenditures in the trade area. The future demand estimate is based on household growth estimates for the trade area. Retail expenditure potential is estimated based on the percent of income spent on average by store category as outlined in the steps below.

- Based on the U.S. Census of Retail Trade, the percent of Total Personal Income (TPI) spent by store category is determined using retail expenditure potential by retail NAICS categories that correspond with retail store categories. This calculation estimates expected resident spending patterns.
- The growth in trade area expenditure potential is estimated by the same calculation applied to the estimated growth in TPI by time period. TPI calculations are in constant dollars.
- The amount of retail space supported by the growth in trade area expenditures is estimated by dividing expenditure potential by average annual sales per square foot estimates for each store category.

The TPI for the Community Trade Area is estimated by multiplying the number of households by the average household income, as shown in **Table 12**. The future growth of the Community Trade Area is estimated to be 2,450 units from 2018 to 2028.

Table 12. Community Trade Area Total Personal Income, 2018 to 2028

Community Trade Area	2018	2028	Change 2018-2028
Households	15,180	17,636	2,456
Avg. Household Income	$129,912	$129,912	---
Total Personal Income	**$1,972,064,160**	**$2,291,112,895**	**$319,048,735**

Source: US Census; ESRI; Economic & Planning Systems

The average Colorado household spends approximately 35.1 percent of its TPI in retail stores, as shown in **Table 13**. The annual expenditure potential for total retail goods in the Community Trade Area is estimated to grow by $54 million from 2018 to 2028.

The expenditure potential for the Community Trade Area was converted into demand for retail square feet by using average sales per square foot factors. The Community Trade Area has a current total demand for retail of approximately 1.9 million square feet, as shown in **Table 14**. Demand from new housing growth in the Community Trade Area is estimated to generate demand for 149,000 square feet of new retail space over the 2018 to 2028 time period.

Table 13. Retail Expenditure Potential by Store Category, 2018 to 2028

Store Type	Retail Sales % TPI (2012)	Community Trade Area 2018 ($000s)	20208 ($000s)	Change 2018-2028 ($000s)
Total Personal Income (TPI)	**100%**	**$1,972,064**	**$2,125,611**	**$153,547**
Convenience Goods				
Supermarkets and Other Grocery Stores	6.9%	$136,451	$147,075	$10,624
Convenience Stores (incl. Gas Stations)[1]	2.0%	$39,032	$42,072	$3,039
Beer, Wine, & Liquor Stores	1.1%	$21,234	$22,887	$1,653
Health and Personal Care	1.7%	$32,846	$35,404	$2,557
Total Convenience Goods	**11.6%**	**$229,564**	**$247,438**	**$17,874**
Shopper's Goods				
General Merchandise				
Traditional Department Stores	0.5%	$10,001	$10,780	$779
Discount Department Stores and Other	0.9%	$17,307	$18,654	$1,348
Warehouse Clubs & Supercenters	5.8%	$114,380	$123,285	$8,906
Subtotal	**7.2%**	**$141,330**	**$152,334**	**$11,004**
Other Shopper's Goods				
Clothing & Accessories	2.2%	$42,454	$45,760	$3,306
Furniture & Home Furnishings	1.2%	$23,232	$25,040	$1,809
Electronics & Appliances	1.1%	$21,031	$22,669	$1,638
Sporting Goods, Hobby, Book, & Music Stores	1.3%	$24,866	$26,802	$1,936
Miscellaneous Retail	1.3%	$25,449	$27,430	$1,981
Subtotal	**6.9%**	**$137,032**	**$147,702**	**$10,669**
Total Shopper's Goods	**14.1%**	**$278,362**	**$300,036**	**$21,674**
Eating and Drinking	**6.1%**	**$120,092**	**$129,442**	**$9,350**
Building Material & Garden				
Total Building Material & Garden	**3.3%**	**$64,394**	**$69,408**	**$5,014**
Total Retail Goods	**35.1%**	**$692,412**	**$746,324**	**$53,912**

[1]Convenience Stores w/Gas (44711) are multiplied by 50% to exclude gas sales

Source: 2012 Census of Retail Trade; Economic & Planning Systems

Table 14. Supportable Retail Square Feet, 2018 to 2028

Store Type	Avg. Sales Per Sq. Ft.	Community Trade Area: Total Supportable Space 2018	Community Trade Area: New Demand 2018-2028
Convenience Goods			
Supermarkets and Other Grocery Stores	$400	341,000	27,000
Convenience Stores (incl. Gas Stations)	$400	98,000	8,000
Beer, Wine, & Liquor Stores	$300	71,000	6,000
Health and Personal Care	$400	82,000	6,000
Total Convenience Goods		**592,000**	**47,000**
Shopper's Goods			
General Merchandise			
Traditional Department Stores	$250	40,000	3,000
Discount Department Stores	$350	49,000	4,000
Warehouse Clubs & Supercenters	$500	229,000	18,000
Subtotal		**318,000**	**25,000**
Other Shopper's Goods			
Clothing & Accessories	$350	121,000	9,000
Furniture & Home Furnishings	$250	93,000	7,000
Electronics & Appliances	$500	42,000	3,000
Sporting Goods, Hobby, Book, & Music Stores	$350	71,000	6,000
Miscellaneous Retail	$250	102,000	8,000
Subtotal		**429,000**	**33,000**
Total Shopper's Goods		**747,000**	**58,000**
Eating and Drinking	$350	**343,000**	**27,000**
Building Material & Garden	$300	**215,000**	**17,000**
Total Retail Goods		**1,897,000**	**149,000**

Source: 2012 Census of Retail Trade; Economic & Planning Systems

Future Market Opportunities

The McCaslin Subarea market orientation has shifted from a regional destination when it was first developed, to a smaller community oriented retail node. The ongoing difficulty in attracting larger users to the vacant Sam's Club box and the soon to be vacant Kohl's illustrate the changing nature of the Subarea. The McCaslin area has attracted a limited amount of new retail space (12,500 square feet) since 2010 and the new space has been filled primarily by restaurants. Same is true for the larger trade area, as it has only grown by 8,500 square feet of retail space per year since 2010. Retailers and businesses providing goods and services that serve the surrounding Community Trade Area and nearby workforce are most likely the ones to be attracted to the Subarea.

Going forward, housing growth in the Community Trade Area is estimated to generate an estimated demand of 150,000 square feet of new space over the next 10 years. Currently, the McCaslin Subarea represents 22 percent of the retail space in the Community Trade Area, however only captured 11 percent of new retail space growth since 2010. If the Subarea is able to capture its historic 20 percent share of the new demand, there will be demand for approximately 30,000 square feet over the next 10 years. New retail space in a redevelopment within the Subarea will have to capture new resident sales (estimated 30,000 square feet) and recapture sales that are leaving the Subarea to areas within the Community Trade Area or to outside of the trade area. The base level estimate for new demand is estimated to be 30,000 square feet of new retail with potential to attract additional sales by attracting competitive anchors or junior anchors that address trade area gaps or compete with retailers in other communities within the trade area. The estimated range of potential new retail demand that can be captured in the Subarea is between 30,000 to 70,000 square feet of new space, some of which may occupy vacant retail spaces instead of new retail buildings.

The most likely large anchor of spaces that can be attracted to the subarea are ones that will serve the everyday needs of the Community Trade Area. King Soopers has been exploring a new store in the US-36 and McCaslin Blvd interchange area. It is likely an additional grocery can be attracted to the Subarea; however a new grocery may have major impacts on the existing Safeway. The changes in the liquor laws in Colorado will increase opportunities to attract a large liquor superstore chain to the Subarea. Other large users that can be attracted include entertainment, recreation and fitness uses. These types of uses are increasingly locating in community and neighborhood oriented shopping centers and serve similar trade areas as the retailers around them. Examples of entertainment uses include virtual reality and experiential sports venues. These uses generate additional visitation to retail centers and help add vitality to retail centers. However, they generate a low amount of retail sales and associated sales tax revenue. The refill of the vacant Sports Authority in the Superior Marketplace is an illustration of the tradeoffs and challenges of refilling vacant boxes. The

40,000 square foot Sports Authority space was being split into two spaces for Stickley, a furniture store and for a swim school. While the attraction of the furniture retailer is a positive fiscally for the Town, the amount of sales tax generated by the total space is less than previously generated as furniture store sales taxes are allocated to the destination if it is delivered, further limiting its local sales tax potential.

5. Alternative Uses Market Analysis

The market conditions and feasibility of uses that could be an alternative to retail in the McCaslin Subarea were analyzed including office, hotel, and multifamily residential uses.

Office Market Conditions

This section contains a summary of the office market conditions in Louisville and the larger trade area. A summary of national and local conditions and trends is provided.

National Trends

Nationally, office development is moving away from the single use, suburban office park or corporate campus to more mixed use, centrally located, and often transit-accessible locations in major urban areas. Much of this trend has been driven by shifting preferences from the workforce, especially younger, college educated Millennial-aged workers, who wish to have more access to amenities near work such as shopping, services, and dining. Their choice of place to live is being driven by considerations of quality of life and opportunity for employment. As result, employers are making location decisions to be located centrally to their target workforce and locations that have an attractive quality of life. Other office space trends impacting the development and locations of new space include:

- **More Efficient Office Space** - Businesses are leasing less office space per person than in past years. Technology has reduced the need for space, and new workplace designs are more efficient. Open floor plans and shared spaces are becoming more common. In these settings, workers are freer to move around an office with a laptop and mobile phone. The National Association for Industrial and Office Parks (NAIOP) reported in 2015 that the average office lease size had dropped by approximately 10 percent from 2004 through 2014. Some of the trend in efficiency (more workers per square foot of building area) is driven by cost. Fast growing industries like technology are not necessarily cutting space requirements as they desire spacious and luxurious offices to attract the highest skilled talent. Slower growth industries such as law and accounting are reducing their space requirements to cut costs.
- **Co-Working Space** - Co-working space is a new type of office space in which tenants rent desk(s) space in a space shared with other workers and firms. They are popular with small new firms, which can be in any field including professional services, creative industries, and technology. Tenants have access to conference rooms and shared office equipment (e.g., printers, broadband, reception, etc.). The benefits of co-working space are that they

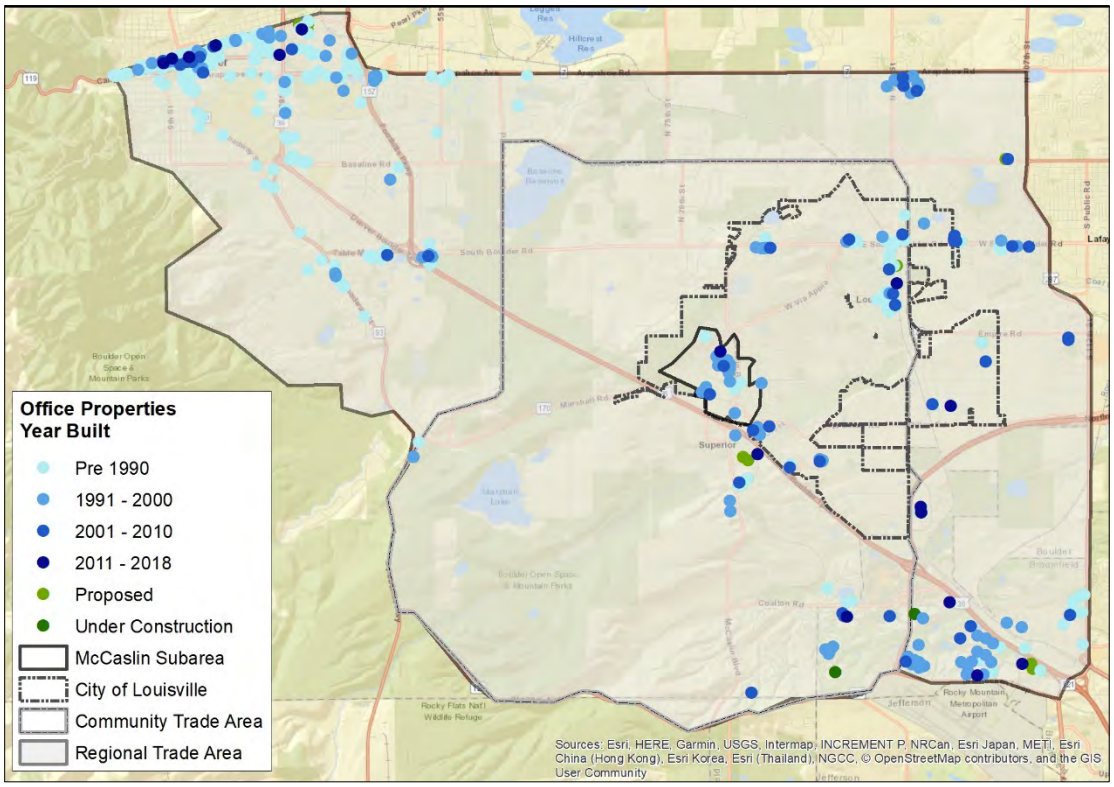
typically have lower tenant finish levels and lower cost than traditional office space and are flexible in that they give a firm a low-cost way to grow from one to a few employees. They also offer, and are marketed for, opportunities for collaboration and knowledge sharing with likeminded people and potential business partners. Some also offer events including networking, speakers, and skill development workshops. Co-working space is popular with entrepreneurs and remote workers. It is becoming more common in major and mid-sized cities but is still a small portion of the total office market.

Local Office Conditions

The City of Louisville is located between two larger office concentrations in the City of Boulder to the north and the Interlocken/Arista area of Broomfield to the south. These concentrations fall within the Regional Trade Area but outside of the Community Trade Area, as shown in **Figure 23**.

Between 2010 and 2018, the Regional Trade Area added 1.3 million square feet of office space, however the Community Trade Area added only 159,573 square feet. Approximately 50 percent of this new inventory is in Boulder, and 30 percent is in Broomfield. There are also several new projects proposed and under construction, as shown in **Figure 23** and in **Table 15**.

Figure 23. Regional Office Inventory



The McCaslin Subarea has 943,300 square feet of office space spread over 21 buildings. A 58,000 square foot building was constructed in Centennial Valley in 2018; this was the McCaslin Subarea's first office inventory addition since 2008. This building accounted for 36 percent of the new space added to the Community Trade Area and 4 percent of the Regional Trade Area. The majority of the area's inventory is older, Class B office space.

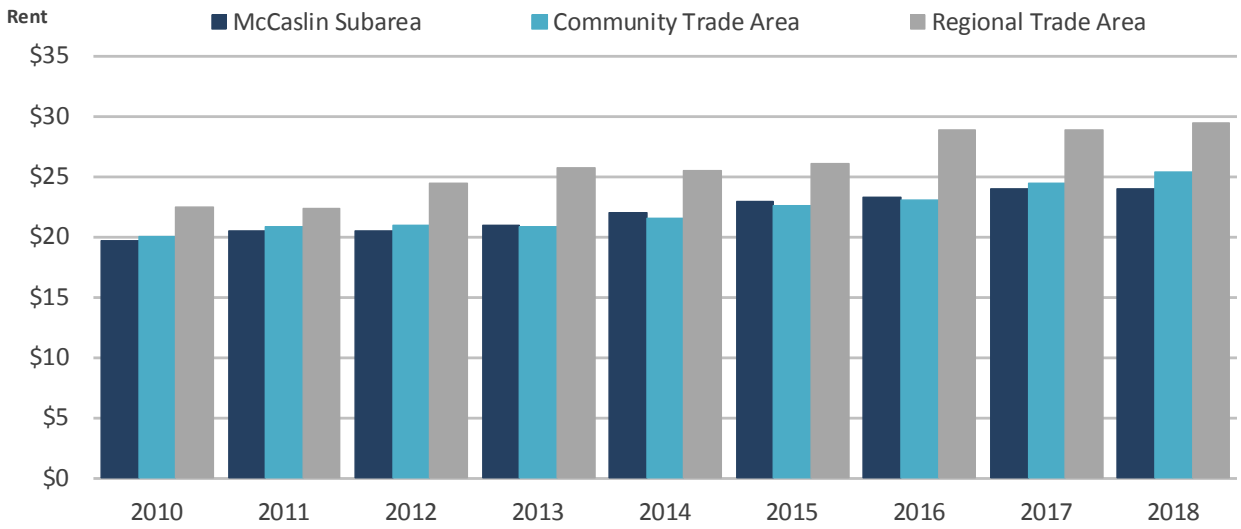
Table 15. Office Inventory Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2010-2018 Total	2010-2018 Ann. #	2010-2018 Ann. %
Office Inventory (Sq Ft)												
McCaslin Subarea	885,611	885,611	885,611	885,611	885,611	885,611	885,611	885,611	943,311	57,700	7,213	0.8%
Community Trade Area	2,734,415	2,734,415	2,734,415	2,734,415	2,734,415	2,734,415	2,745,424	2,745,424	2,893,988	159,573	19,947	0.7%
Regional Trade Area	10,084,723	10,374,012	10,374,012	10,576,998	10,572,468	10,512,468	10,553,470	10,792,225	11,410,377	1,325,654	165,707	1.6%

Source: CoStar 2nd Quarter; Economic & Planning Systems

Rental Rates in the McCaslin Subarea have historically been on par with the Community Trade Area. Rates for the Regional Trade Area have been consistently higher than the two smaller trade areas, as they include office properties in Boulder and Broomfield, which have larger office concentrations. The average rental rates in the McCaslin Subarea have exceeded $25 per square foot (NNN) and have increased steadily since 2010.

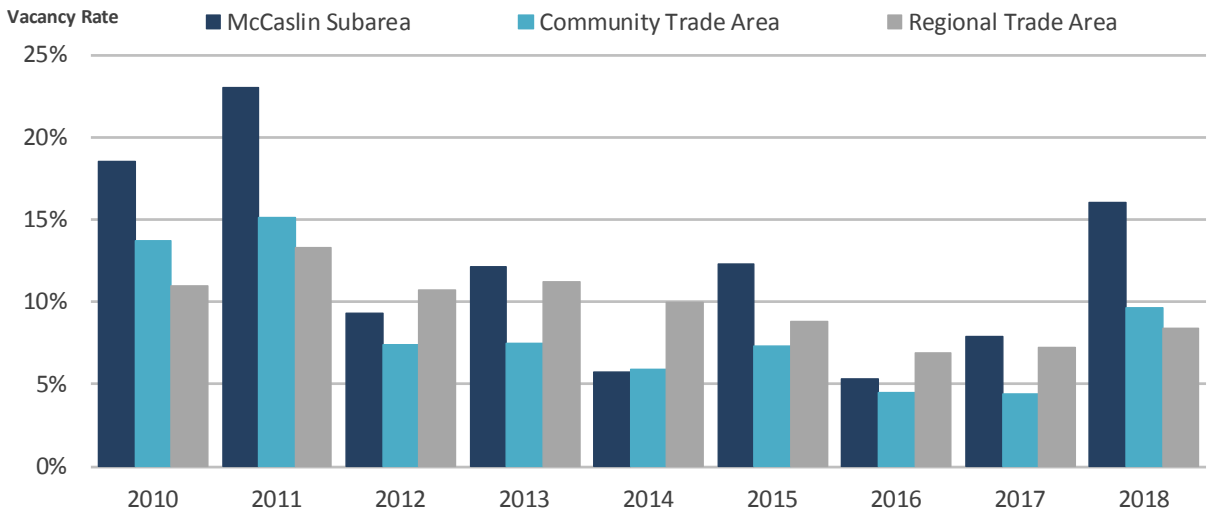
Figure 24. Office Rental Rates



Source: CoStar 2nd Quarter; Economic & Planning Systems

The office vacancy rate in the McCaslin Subarea was higher than the surrounding areas in six of the last nine years, in part due to the small size and inventory of the area. A new space in the Centennial Valley Business Park came online in 2018 and is in the process of leasing up, which caused an increase in the 2018 vacancy rate. The growing rental rates and the low vacancy rate in the trade areas in 2017 are indicators of demand for space and the market has responded with new additions in the immediate McCaslin Subarea and Superior areas.

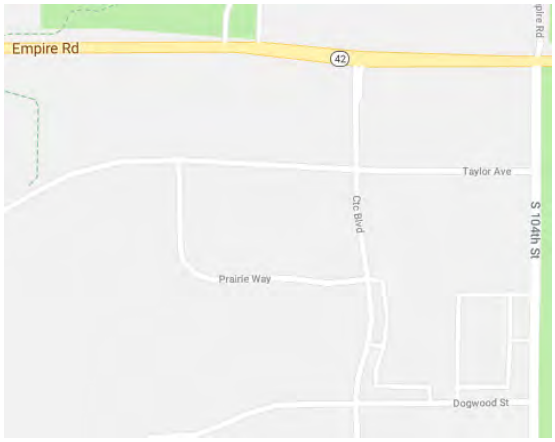
Figure 25. Office Vacancy Rates



Source: CoStar 2nd Quarter; Economic & Planning Systems

The planned office development projects in the area are described below. Larger, new office projects are primarily build-to-suit developments with a single tenant occupying the building. Smaller, speculative projects have been built in recent years, but there is a limited number of these types of projects planned in the area.

Table 16. Planned Office Market Developments

Planned Office Market Developments	
	Partners Group Headquarters 1200 El Dorado Blvd., Broomfield • Three-building complex on 12.5 acres • Total of 22 acres owned • 2019 completion The American headquarters for Switzerland-based Partners Group, a private-markets investment manager, is under construction and expected to open in 2019.
	Viega Headquarters 575 Interlocken Blvd., Broomfield • 55,000 SF headquarters • 24,000 SF training facility • 11.8 acres • 2018 completion Germany-based Viega LLC is relocating its North American headquarters from Wichita, KS.
	EOS Phase II, III, IV Edgeview Dr., Broomfield • Proposed 2019-2020 • Anticipated LEED Platinum The four-building office campus will consist of approximately 850,000 rentable square feet. Phase I was completed in August 2012.
	**The Ridge at Colorado Tech Center** S. Taylor Ave., Louisville • Proposed 2019 • 109,000 SF CoStar lists this site as a proposed office project, however, it may be an industrial/flex use similar to other sites in the CTC.

Office Market Potentials

The Centennial Valley development is a significant employment node along the US-36 corridor, which is a benefit to the McCaslin subarea and larger Louisville community. There are remaining vacant parcels in the development that will over time build out with employment uses. The area is attractive for potential businesses to locate, especially as a more accessible and affordable office location for firms wanting to be near Boulder. However, introduction of employment office uses within a shopping center redevelopment or reconfiguration will be difficult given the competitive sites and locations nearby.

The Community Trade Area has grown by 160,000 square feet of office space since 2010 and the McCaslin subarea has captured 36 percent of this new office space growth—58,000 square feet—primarily in one new office building. If employment growth and office development along the US-36 corridor continues at the historic rate of the past 20 years, there will be demand for approximately 200,000 square feet of new office space over the next 10 years. Using recent capture rates of new development for the subarea, the Subarea could capture 70,000 to 100,000 square feet of new space over the next 10 years.

Multifamily Market Conditions

Local For-Rent Multifamily Conditions

The demand in the apartment market along the US-36 corridor has been strong over the past five years. Average rental rates for communities along the US-36 corridor are higher than averages for the Denver Metro Area and vacancy rates are low.

The McCaslin Subarea has attracted one multifamily for-rent property, Copper Ridge Apartment Homes, and one for-sale multifamily property, Centennial Pavilions, since 1994. Inventory in the Community Trade Area grew at an average of 3.8 percent, or 111 units per year, between 2010 and 2018, as shown in **Table 17**. The Regional Trade Area grew by 2.9 percent and 355 units per year over the same time frame.

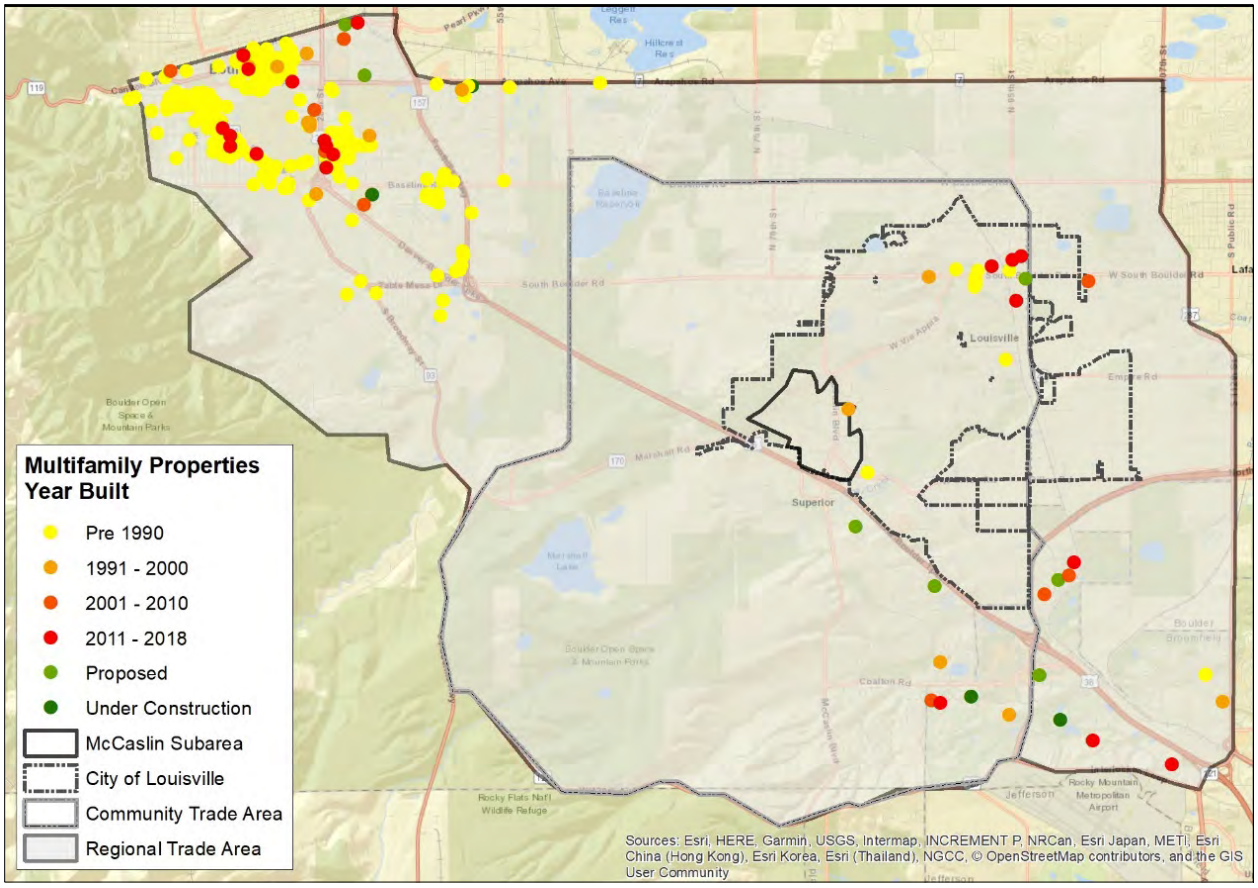
It should be noted that the Arista District in Broomfield is just outside of the Community Trade Area for this Study and includes approximately 1,600 apartment units.

Table 17. Multifamily Inventory Trends

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2010-2018 Total	2010-2018 Ann. #	2010-2018 Ann. %
Multifamily Inventory (Units)												
McCaslin Subarea	129	129	129	129	129	129	129	129	129	0	0	0.0%
Community Trade Area	2,539	2,539	2,539	2,539	2,767	2,987	2,987	3,298	3,428	889	111	3.8%
Regional Trade Area	10,976	10,989	11,005	11,005	12,039	13,079	13,236	13,645	13,812	2,836	355	2.9%

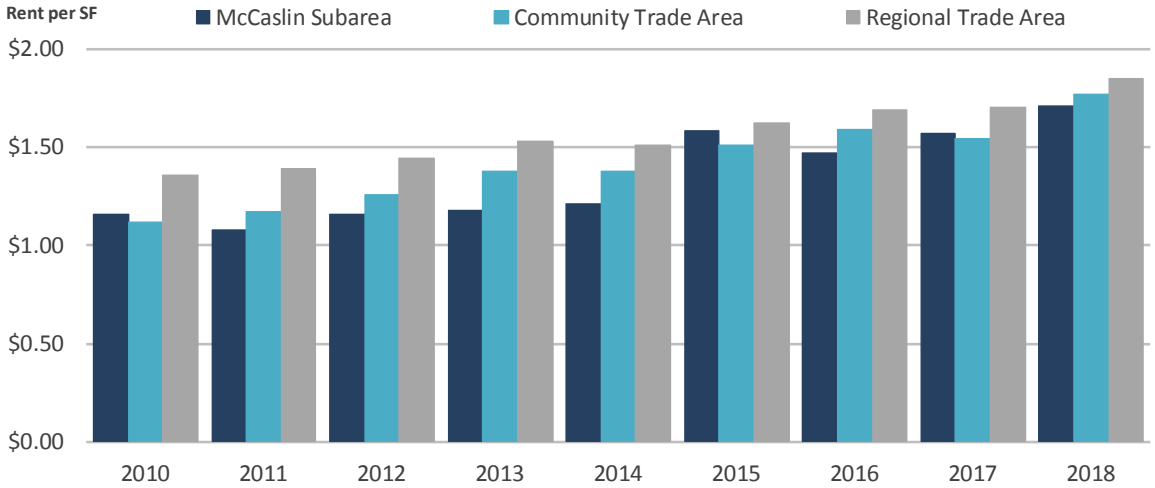
Source: CoStar 2nd Quarter; Economic & Planning Systems

Figure 26. Regional Apartment Inventory



Rents at The Copper Ridge Apartment Homes have historically been lower than the surrounding areas, as demonstrated in **Figure 27**. Average rents for the Regional Trade Area, which includes Boulder, have been consistently higher than the Community Trade Area and McCaslin Subarea.

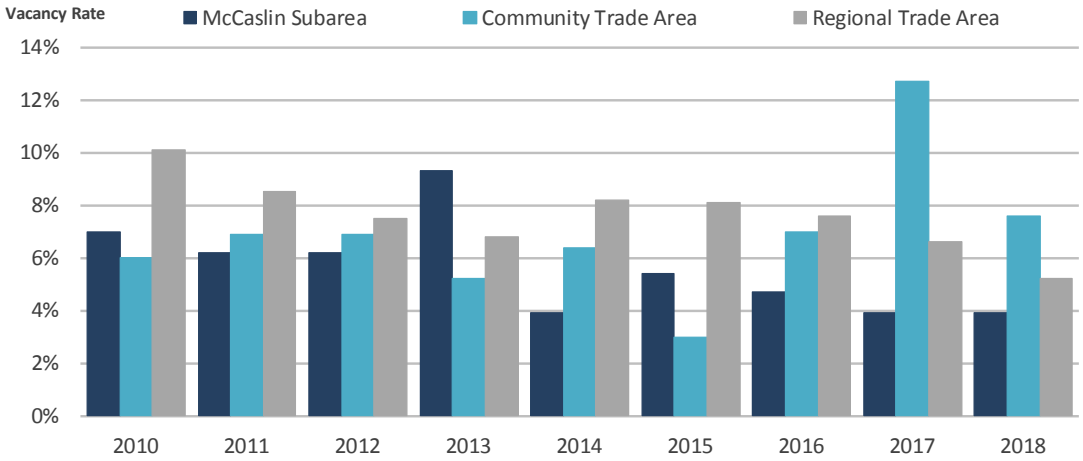
Figure 27. Apartment Rent per Square Feet



Source: Economic & Planning Systems

The Community Trade Area has a significantly higher multifamily vacancy rate than the McCaslin Subarea and Regional Trade Area due to new inventory that came online in 2017.

Figure 28. Apartment Vacancy Rate



Source: Economic & Planning Systems

The larger apartment complexes in the region (not including Boulder) are shown in **Table 18**. There are currently seven new projects under construction or proposed. There is a divergence in the achievable rents within this competitive set of projects that helps illustrate the feasibility of new development in the area. The majority of units built in the area have average rent per square foot of approximately $1.75. The two most recent projects in Louisville have been able to achieve higher rental rates of over $2.10 per square foot. The new projects are urban products built with structured parking. These higher average lease rates are necessary for a project with structured parking to be feasible. The other complexes in the region are primarily surface/detached garage parked with some tuck-under spaces. The level of rent needed to support new development for these more suburban/walk-up complexes is lower at around the $1.80 per square foot range.

The spread impacts the potential feasibility of a multifamily residential uses in the Study Area. For a more urban apartment complex, with structured parking, the new units will need to achieve rents similar to the DELO Apartments and Centre Court Apartments in Louisville of at or above $2.10 per square foot. These projects are located next to Downtown Louisville and offer an attractive location. A new project along the McCaslin Blvd. may struggle to offer the same location appeal as Downtown Louisville and may not be able to support these rates. However, access to US-36, the proximity to the Flatiron Flyer BRT stop, and proximity to the jobs and retail in the subarea may be attractive to prospective residents as there are limited rental housing options in the area.

Table 18. Existing Apartment Developments

Apartments	Status	Address	City	Units	Year Built	Avg. Rent per Unit	Avg. Rent per Sq Ft
Portals Apartments	Existing	1722-1766 Garfield Ave	Louisville	50	1975	$1,044	$2.61
Grand View @ Flatirons	Existing	855 W Dillon Rd	Louisville	180	1990	$1,589	$1.88
Copper Ridge Apartment Homes	Existing	240 McCaslin Blvd	Louisville	129	1994	$1,658	$1.72
Bell Flatirons	Existing	2200 S Tyler Dr	Superior	1206	1998	$1,779	$1.71
Bell Summit at Flatirons	Existing	210 Summit Blvd	Broomfield	500	2004	$1,537	$1.51
Terracina Apartment Homes	Existing	13620 Via Varra Rd	Broomfield	386	2008	$1,694	$1.83
Catania Apartments	Existing	13585 Via Varra Rd	Broomfield	297	2009	$1,681	$1.67
Retreat at the Flatirons	Existing	13780 Del Corso	Broomfield	374	2014	$1,890	$1.79
Green Leaf RockVue	Existing	230-250 Summit Blvd	Broomfield	220	2014	$1,616	$1.67
Centre Court Apartments	Existing	745 E South Boulder Rd	Louisville	111	2016	$1,875	$2.10
DELO Apartments	Existing	1140 Cannon St	Louisville	130	2017	$1,739	$2.38
Average						**$1,646**	**$1.90**

Source: CoStar; Economic & Planning Systems

There are currently seven new projects under construction or proposed, as shown in **Table 19**.

Table 19. Planned For-Rent Multifamily Developments

Apartments	Status	Address	City	Units	Year Built
Summit Green Apartments	Under Construction	501 Summit Blvd	Broomfield	184	2019
Interlocken Apartments	Under Construction	355 Eldorado Blvd	Broomfield	311	2019
Rock Creek Zaharias Apartments	Proposed	2036 S 88th St	Louisville	258	2019
Downtown Superior Phase 1-Block 11	Proposed	US Hwy 36 & McCaslin Blvd	Superior	106	2019
Coal Creek Station	Proposed	S Boulder Rd	Louisville	54	2019
Flatiron Marketplace	Proposed	E Flatiron Crossing Dr	Broomfield	324	2019
Terracina Apartment Homes - Phase II	Proposed	13600 Via Varra Rd	Broomfield	100	2020

Source: CoStar; Economic & Planning Systems

Local For-Sale Multifamily Conditions

The larger Denver metro area has experienced limited new multifamily, for-sale development in the past decade. The impacts of construction defect litigations on condo projects built in the 2000's have increased risks and development costs (e.g. insurance costs) for condo developments. As a result, new condo development has been limited to areas that can support high-end, luxury condos that can support the increased risk and construction costs. New condo development since 2010 has primarily occurred in areas such as Downtown Boulder, Downtown Denver, and Cherry Creek.

There is currently one for-sale, multifamily project within the McCaslin subarea. The Centennial Pavilions project was built in 2005 and has 67 condo units. The average price of units sold in the project in the past two years is $378,780 ($328.42 per square foot), with units ranging from $290,000 to $451,000 (according to Boulder County Assessor).

There has been a recent increase in proposed condo projects in the Denver metro area outside of the areas mentioned previously with more activity in higher priced communities including Louisville and Boulder County. The North End development in Louisville is currently selling condos, North End Block 10, with an estimated completion data of 2020. Units are listed for sale between $424,900 and $494,900 (according to Markel Homes).

Multifamily Residential Market Opportunities

Boulder County and the US-36 Corridor are expected to continue to be desirable locations to capture employment growth over the next decade. Boulder County (the US-36 Corridor, and the City of Boulder especially) continues to increase in employment at a greater rate than housing units. As a result, there will be a continued demand for housing in communities along the US-36 corridor, especially for multifamily housing as it is currently an under-represented use.

The Community Trade Area is expected to grow in housing at similar rates as the past decade, with estimated demand of 1,000 to 1,200 new households in the trade area in the next 10 years.

The Community Trade Area has grown by 110 apartment units annually since 2010. The City of Louisville has only captured a minimal amount of new multifamily residential development during this time and the McCaslin subarea has captured no new for-rent housing in this period. (Note this is largely due to land use and zoning designations in the corridor that do not allow this use). Multifamily residential uses will be attracted to locations near employment, with access and visibility to major transportation/transit routes, and near retail goods and services. The McCaslin Subarea is an attractive location for this use and could capture a significant share of housing growth if these uses are allowed in the Subarea.

The demand for condos is difficult to gauge given the lack of recent development. Units within the Centennial Pavilions project are listed online for-rent, which may not indicate strong demand in the subarea for for-sale multifamily. The success of new projects, like the North End condo building, will help prove up demand within more suburban contexts such as Louisville. It is more likely that a for-rent project will be proposed in a redevelopment of Parcel O given the current demand, achievable rent rates, and the lower risk than condos. However, allowing for both product types should be the focus of any changes to development agreements and/or private covenants. Lower density, townhomes are likely in demand but not feasible given the required return within redevelopment of the project.

Hotel Conditions

The McCaslin Subarea contains five existing hotel properties. Across Highway 36, the Town of Superior's first hotel, Element, is under construction. The other hotel clusters in the larger regional trade area are located in the Interlocken area in Broomfield and in the City of Boulder, as shown in **Figure 29**.

Figure 29. Regional Hotel Inventory

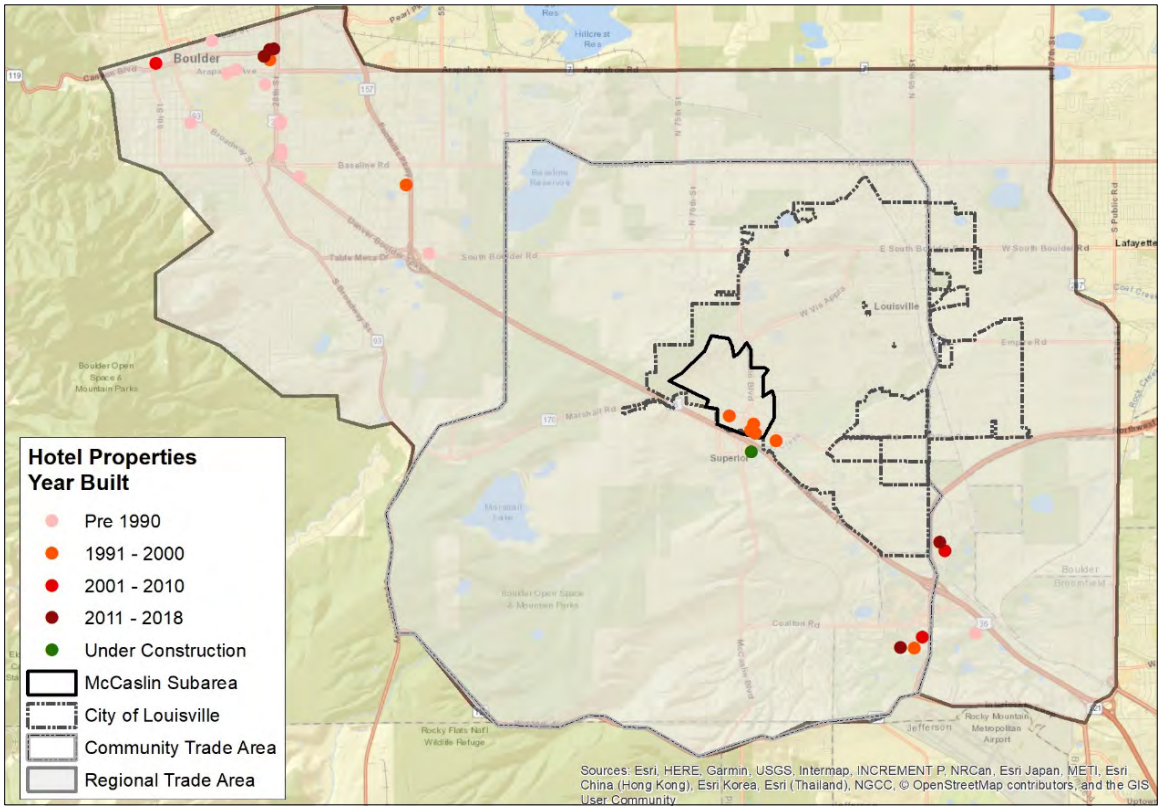


Table 20. Planned Hotel Developments

Planned Hotel Developments

Element Hotel
1 Marshall Road, Superior

- 121 guest rooms
- 4 stories
- 2.6 acres

The Element Hotel is under construction on the former Boulder Valley Ice site, near the intersection of McCaslin Blvd. and Marshall Road.

The hotels that would be competitive with a new hotel in the McCaslin Subarea are shown in **Table 21**. There was an influx of new hotels in the area in the late 1990's and early 2000's when approximately 1,344 of the 1,899 rooms in the area were built. In 2017, there was a large influx of new hotel projects with 555 rooms added in 2017 and 2018 and a project under-construction in Superior as previously noted.

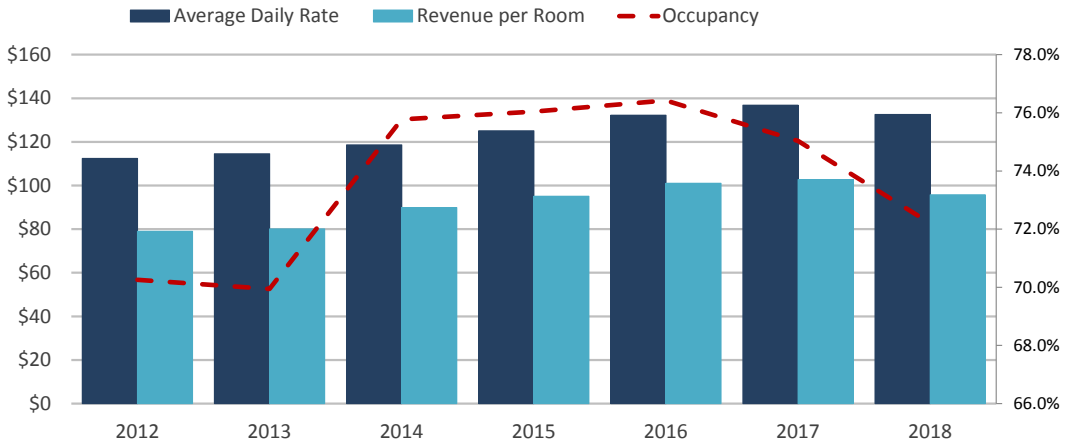
Table 21. Competitive Hotel Inventory

Description	City	Month/Year Built	Rooms
Quality Inn Louisville Boulder	Louisville	Mar 1996	68
Hampton Inn Boulder Louisville	Louisville	Aug 1996	80
Courtyard Boulder Louisville	Louisville	Nov 1996	154
La Quinta Inns & Suites Denver Boulder Louisville	Louisville	Apr 1997	120
Omni Interlocken Resort	Broomfield	Jul 1999	390
Best Western Plus Louisville Inn & Suites	Louisville	Oct 1999	62
Residence Inn Boulder Louisville	Louisville	Apr 2000	88
TownePlace Suites Boulder Broomfield Interlocken	Broomfield	Nov 2000	150
Renaissance Boulder Flatiron Hotel	Broomfield	Oct 2002	232
Hyatt House Boulder Broomfield	Broomfield	Jun 2010	123
Holiday Inn Express & Suites Denver Northwest Broomfield	Broomfield	Jul 2017	136
Residence Inn Boulder Broomfield Interlocken	Broomfield	Dec 2017	122
Fairfield Inn & Suites Boulder Broomfield Interlocken	Broomfield	Dec 2017	90
Hampton Inn & Suites Lafayette	Lafayette	Mar 2018	84

Source: STR; Economic & Planning Systems

Average daily rate for competitive hotels in the area was $137 in 2017 and has grown from $112 in 2012. Average daily rates and revenue per room has grown steadily from 2012 to 2017. Rates in 2018 (through September) have decreased slightly from 2017 due to the influx of new hotels. Occupancy rates were at their highest in 2016 at 76.4 percent. Occupancy rates in the area have been strong since 2012 and have remained above rates in 2012 even with the new hotels opening in 2017, as shown in **Figure 30**.

Figure 30. Competitive Hotel ADR, Rev Par, and Occupancy, 20120 to 2018



Note: 2018 is through September
Source: Economic & Planning Systems

Hotel Market Opportunities

The McCaslin Subarea is an attractive location for limited service hotels in the region evidence by the existing cluster of hotels. The proximity to Boulder and Interlocken and the access to US-36 are the primary advantages.

The recent influx of new hotels in the Community Trade Area and within the City of Boulder indicates there was strong demand for new product in the US-36 corridor. There was very little new inventory added to the corridor since the early 2000's until the last two years. The revenue numbers and occupancy rates have adjusted due to the new inventory but remain strong. As employment in the area continues to grow and the Boulder County continues to remain an attractive location to visit, hotel demand should remain strong. It is likely that the McCaslin Subarea can capture an additional hotel within the next five years.

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6. Community Engagement Process

Strategic and focused community outreach and engagement was key to both understanding stakeholder perspectives and concerns, as well as informing the key stakeholders of the importance of revitalization and redevelopment of Parcel O in order to ensure the long term economic health of the City. A primary goal of this engagement was to identify alignment between the stakeholders and the market analysis in order to ensure a successful vision and roadmap for implementation.

Community Outreach and Input

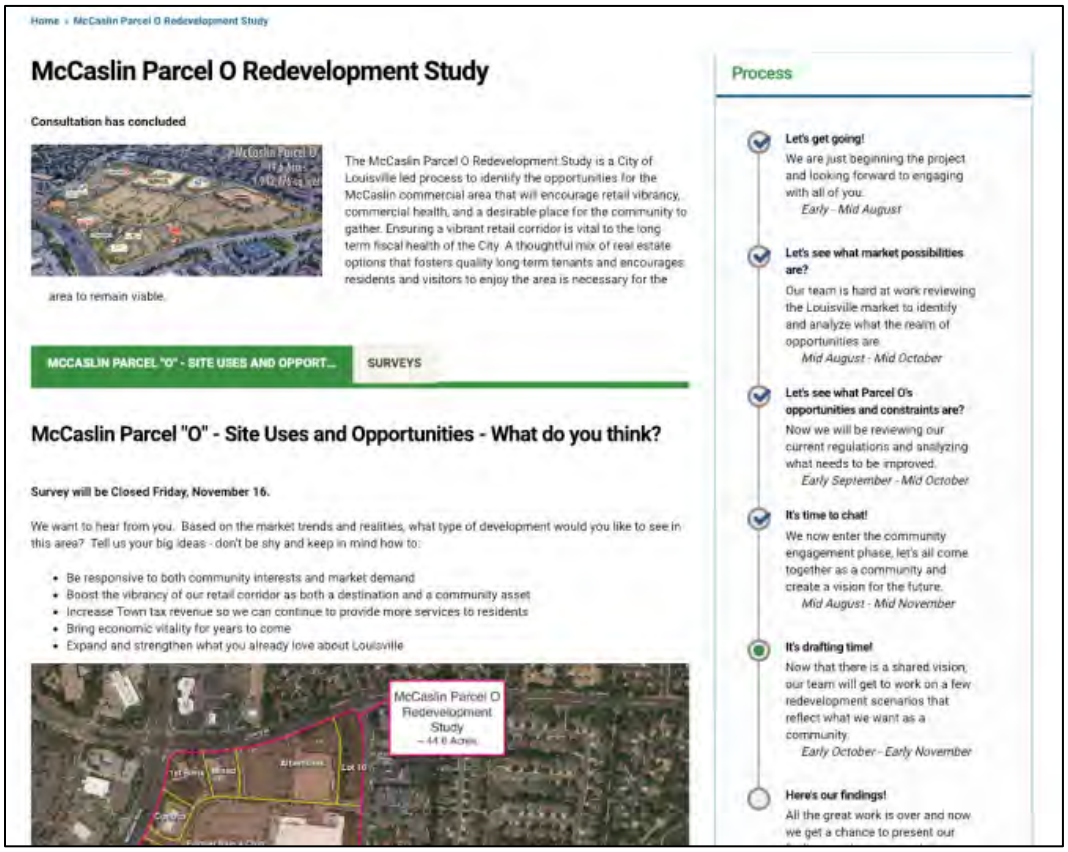
Several engagement programs were created to both inform the community about the project and to solicit feedback on future uses and redevelopment scenarios. All programs focused on interactive engagement methods to build community awareness of key development challenges, shared market analysis information, and continued to build alignment around potential scenarios and strategies for Parcel O.

EngageLouisvilleCo.com

EngageLouisvilleCo is a website dedicated to the project that incorporated a project description and process, City Council goals and principles, images, surveys, market findings, and more. The website received 993 total visits from September through December 2018 and the survey had over 110 responses. Two of the survey responses are illustrated below. To view individual responses received through the EngageLouisvilleCO process, see the Survey Report in **Appendix A**.

Figure 31. Survey Results EngageLouisvilleCo.com

Figure 32. EngageLouisvilleCo.com



Home › McCaslin Parcel O Redevelopment Study

McCaslin Parcel O Redevelopment Study

Consultation has concluded

The McCaslin Parcel O Redevelopment Study is a City of Louisville led process to identify the opportunities for the McCaslin commercial area that will encourage retail vibrancy, commercial health, and a desirable place for the community to gather. Ensuring a vibrant retail corridor is vital to the long term fiscal health of the City. A thoughtful mix of real estate options that fosters quality long term tenants and encourages residents and visitors to enjoy the area is necessary for the area to remain viable.

MCCASLIN PARCEL "O" - SITE USES AND OPPORT... | SURVEYS

McCaslin Parcel "O" - Site Uses and Opportunities - What do you think?

Survey will be Closed Friday, November 16.

We want to hear from you. Based on the market trends and realities, what type of development would you like to see in this area? Tell us your big ideas - don't be shy and keep in mind how to:

- Be responsive to both community interests and market demand
- Boost the vibrancy of our retail corridor as both a destination and a community asset
- Increase Town tax revenue so we can continue to provide more services to residents
- Bring economic vitality for years to come
- Expand and strengthen what you already love about Louisville

McCaslin Parcel O Redevelopment Study – 44.6 Acres

Process

Let's get going!
We are just beginning the project and looking forward to engaging with all of you.
Early - Mid August

Let's see what market possibilities are?
Our team is hard at work reviewing the Louisville market to identify and analyze what the realm of opportunities are.
Mid August - Mid October

Let's see what Parcel O's opportunities and constraints are?
Now we will be reviewing our current regulations and analyzing what needs to be improved.
Early September - Mid October

It's time to chat!
We now enter the community engagement phase, let's all come together as a community and create a vision for the future.
Mid August - Mid November

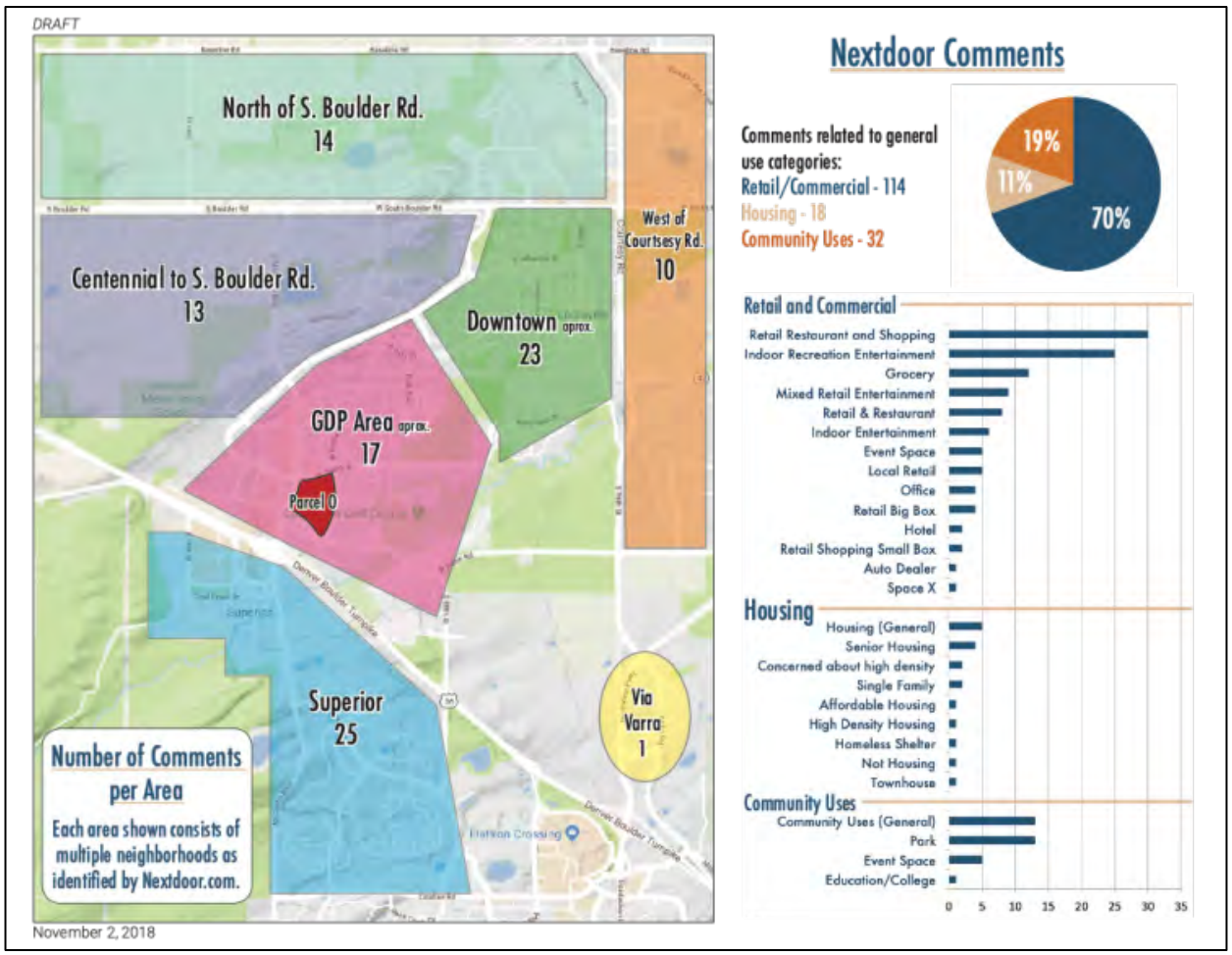
It's drafting time!
Now that there is a shared vision, our team will get to work on a few redevelopment scenarios that reflect what we want as a community.
Early October - Early November

Here's our findings!
All the great work is over and now we get a chance to present our

Nextdoor.com

The Louisville community had already started discussing the future of Parcel O on NextDoor prior to this Parcel O Redevelopment Study. Several comment boards identified desired uses and other varying comments. Those who participated in these online comment boards were from both Louisville and Superior. These comments were reviewed and analyzed as displayed below.

Figure 33. Nextdoor.com Findings



Pop-Ups

An informal and face-to-face survey was conducted at the Paul's Coffee shop located on Parcel O. 30 individuals participated during this one-day event. The pop up survey shared market information and site constraints while asking similar questions to mirror the questions being asked on EngageLouisvilleco.com. Common themes that were expressed from the community during this event include:

Figure 34. Pop-Up Event at Paul's Coffee

- Need for mixed-income housing, apartment, and townhomes
- Continued support for big box stores
- Need for more community spaces
- Desire for unique food and beverage venues
- Make the area more walkable and connected

Property Owner, Broker, and Developer Discussions

All Parcel O property owners were contacted, one broker for a property within Parcel O, and the developer of the recently completed facility at 994 West Dillon discussed their thoughts and opinions regarding regulations, uses, market conditions, and future opportunities. Key comments include:

- McCaslin is still a good retail location for neighborhood and community retail including grocery.
- It is no longer a regional location and there are rumors big boxes may choose to leave.
- Opportunity for other commercial uses including fitness, entertainment, medical and professional office, and hotels.
- A destination draw like the Sports Stable would increase market draw.
- Additional rooftops would help the area thrive including for-sale and for-rent housing.
- Virtually any supportable uses will require the GDP and covenants to be amended.
- Visibility and access are very challenging.
- Future vacancies are pending.
- Residential rooftops are needed to support additional retail/commercial.
- Expensive City process to get use approvals needed.

Citizen's Action Group

Early in the project, the project team attended the Louisville's Citizen's Action Council (CAC). 50 council and community members learned about the redevelopment study and provided their ideas for the parcel including varying uses, site design, and changing market realities.

Community Preferences

The multiple engagement channels provided a clear understanding of the communities overall opinion for Parcel O. While all engaged participants were made aware of the regulatory constraints surrounding future redevelopment, they were also informed about the changing market conditions.

Uses and Design

The community's top 4 desired general uses were retail/restaurant, residential, health/wellness, and community space. These four high level categories can be further broken down into specific subcategory uses as detailed below using examples and comments provided by the community.

There is a strong desire for new and unique uses that are experience based and will serve both the local community as well as draw individuals from outside Louisville. Consistent descriptive language included, family friendly, unique, local, craft, healthy, handcrafted, quality, small town, inclusive, shared spaces, multi-vendor, and mixed use. A few examples community members mentioned were the Aurora Stanley Marketplace, Boulder's Rayback Collective, Alexandria's (VA) Torpedo Factor Art Center, Boston's Faneuil Hall Marketplace, and Seattle's Pike Place Market. The community also desires an improved site layout that supports walkability between the individual lots, open and green spaces, outdoor features and play spaces, attractive public spaces, improved streetscapes that facilitate user interactions.

Table 22. Parcel O Community Preferences

Retail/Restaurant	Residential	Health/Wellness	Community Space
• Local vendors • Upscale retail • Small shops • Outdoor marketplace • Farmers market • Trader Joe's/Sprouts • Food halls • Breweries • Cafes/Coffee shops • Unique and family oriented dining • Organic	• Apartments • Middle income • Condos • Senior living • Mixed use with residential on top	• Sports fields • Climbing gyms • Indoor tennis • Cross fit • Complementary to rec. center	• Parks/plazas • Green space • Central gathering area • Outdoor seating • Games • Playgrounds • Water features

7. Reuse and Redevelopment Alternatives

Potential re-use and redevelopment alternatives for Parcel O were developed based on the market analysis, stakeholder interviews, and community feedback. The announcement that Kohl's would be departing its current location has broadened the potential redevelopment opportunities but also increases the need to maintain sales tax generating uses. Three development alternatives were created to illustrate the financial feasibility, fiscal impact, and community support for potential futures for Parcel O. The alternatives are designed to align with market realities but also illustrate the trade-offs of potential outcomes for the parcel. The purpose is to help gauge what changes to the status quo are possible and acceptable to the property owners, City of Louisville, and the community at large.

Development Alternatives

The ongoing underutilization of the Sam's Club property, coupled with the eminent exit of the current use (Ascent Church), made this parcel a primary focus of the project. However, the Kohl's future vacancy also impacts the potential opportunities for redevelopment within the study area. Three varying development alternatives for Parcel O were analyzed and are summarized below. The development programs are shown in **Table 23** and conceptually illustrated in **Figure 35**.

The three alternatives are all supportable by the market (i.e., there is market demand for the uses proposed) but also have different barriers to development (e.g., absorption, attractiveness to developers, parcel ownership). The market support and barriers to each alternative are described and the alternatives are evaluated based on three criteria: 1) financial feasibility, 2) community considerations and support, and 3) fiscal impact.

Table 23. Parcel O Alternative Development Programs

	Alternative 1 - Refill Boxes			Alternative 2 - Hybrid			Alternative 3 - Redevelopment		
	Acres	Square Feet	% of Acres	Acres	Square Feet	% of Acres	Acres	Square Feet	% of Acres
Retail	12.0	70,000	27%	7.3	50,000	16%	14.5	115,000	33%
Existing Retail and Services	20.6	83,000	46%	20.6	83,000	46%	---	---	---
Entertainment/Fitness	6.7	35,000	15%	5.3	35,000	12%	3.5	35,000	8%
Office/Medical Office/Acute Care	5.3	35,000	12%	0.0	0	0%	3.0	65,000	7%
Hotel (rooms)	0.0	0	0%	3.5	120	8%	4.0	120	9%
Multifamily (units)	0.0	0	0%	7.0	245	16%	15.0	525	34%
Back-Office/ Storage	0.0	60,000	0%	0.0	0	0%	0.0	0	0%
Unused/Unusable/ROW/Drainage	0.0	15,000	0%	1.0	15,000	2%	4.6	N/A	10%
Total	44.6			44.6			44.6		

Source: Economic & Planning Systems

Figure 35. Parcel O Development Alternatives

Alternative 1

Alternative 2

Alternative 3

Financial Feasibility

The financial feasibility analysis of each alternative utilized a static pro forma that calculates estimated return-on-cost (annual net operating income divided by cost to construct the project) to assess financial feasibility. National publications (CBRE and IRR Research) were used to help to establish hurdle rates for return-on-cost per product as well as interviews completed by EPS with active developers in the Denver metro area for this project and other firm assignments. The pro forma model assumes no land cost, but instead calculates the residual land value the project can support. The residual land value metric is used to compare the value and potential upside of each alternative. A baseline for the land value for parcels within Parcel O is set by the sales price of the Sam's Club property (Lot 2) in 2014. The sale price was $3.65 million for the building and 13.5-acre lot, which equates to a value per square foot of land of $6.21 per square foot. A fully occupied building and associated lot likely achieve a higher land value/sales price per square foot, which indicates that projects likely need to produce a value higher than this benchmark to be feasible for investors and/or developers.

Community Considerations and Support

The considerations and desires expressed by the community throughout the outreach process were compared to the three alternatives to identify how the concepts align. Three areas of consideration (uses, site design, and development characteristics) were used to judge the alternatives' alignment with community desires.

Fiscal Impact

The fiscal impact analysis of each scenario was completed by City staff using the City of Louisville's fiscal impact model. The analysis utilized the standard inputs for the model with some modifications to match the development alternatives. Market value and absorption inputs were developed by EPS by product type for each alternative. An analysis of the fiscal impact of Parcel O existing land uses was completed to set a baseline for comparison. Under existing land uses and occupancy, Parcel O has a net positive fiscal impact of $10.7 million over a 20-year period, as shown in **Table 24**. The analysis was performed assuming the Sam's Club building is not occupied by a sales tax generating use (as it is now with the Ascent Church) and the Kohl's is also not occupied by a sales tax producing use (or is vacant) as it will soon be.

Table 24. Fiscal Impact of Current Uses in Parcel O (20-Years)

	Current	
	Total (per $1,000)	% of Total
Revenue by Fund		
General Fund	$8,129	65%
Open Spaces & Parks Fund	$1,067	8%
Lottery Fund	$0	0%
Historic Preservation Fund	$364	3%
Capital Projects Fund	$2,993	24%
Total Revenue	**$12,553**	
Expenditure by Fund		
General Fund	$1,423	76%
Open Spaces & Parks Fund	$0	0%
Lottery Fund	$0	0%
Historic Preservation Fund	$0	0%
Capital Projects Fund	$451	24%
Total Expenditures	**$1,873**	
Net Fiscal Impact by Fund		
General Fund	$6,707	
Open Spaces & Parks Fund	$1,067	
Lottery Fund	$0	
Historic Preservation Fund	$364	
Capital Projects Fund	$2,542	
Net Fiscal Impact	**$10,680**	

Source: City of Louisville

Alternatives Evaluation

Alternative 1 – Re-Tenant

The Alternative 1 concept assumes the two large retail boxes on Lots 2 and 3 are reused for uses supportable in the current McCaslin Subarea market context with its reduced retail trade area draw. It assumes the CCRs restricting uses not directly in competition with existing retailers can be modified (e.g., fitness, recreation, entertainment). This alternative is estimated to be absorbed in four years.

- Lot 2 (Sam's Club) is subdivided into two junior boxes of 35,000 square feet each on the front side with the back half of the building allocated to 60,000 square feet of back office space.
- Lot 3 (Kohl's) is split into two 35,000 square feet junior boxes with the back residual 16,000 square feet lost as unusable space.
- Two re-fill tenants are assumed to be retail tenants and will occupy two of the new divided spaces totaling 70,000 square feet. High potential uses include a liquor superstore (such as Total Wine) and/or other retailers seeking second generation spaces (such as sporting goods or home goods/furniture).
- Two non-retail box uses totaling 70,000 square feet are assumed to occupy the other two subdivided spaces. Likely uses consistent with the market include fitness, entertainment, acute care clinic, other medical office or lab use. These uses are not estimated to generate significant sales tax revenue.
- Retain the 83,000 square feet of existing retail and service uses on parcels not being redeveloped in the alternative.

Market Support

The market analysis identified a shift towards everyday oriented retailers and services for the subarea. In any event, it is unlikely that any user will fill the entire Sam's Club or Kohl's store. It is most likely the two buildings will be subdivided into smaller spaces of 30,000 to 40,000 square feet and will need to attract two or more users to fill each of the boxes. Alternative 1 assumes that these spaces can be filled with four tenants—two of which are sales tax producing uses. Potential opportunities for the subdivided spaces include attracting fitness and entertainment uses to the corridor to re-fill existing vacant spaces. As well, the most likely retailers (e.g., liquor superstore) serve a community-oriented trade area consistent with current conditions. It may be possible to attract one to two additional mid-sized box retailers to the subarea that are not currently present in the community trade area or are seeking a better location.

Market Challenges

The assessment of the market demand for retail in the Subarea illustrated that the focus of the trade area is shifting and the opportunities for larger, regionally oriented retailers are limited. This diminished market demand may even impact community-oriented uses as there are a limited number of larger retailers that will take a space as large as 30,000 square feet. There is the potential that it may take longer than four years to refill the boxes. Inability to lease the subdivided spaces may lead to buildings that sit vacant or are leased to temporary tenants (e.g., Halloween store) or non-conventional uses that may not drive demand to the center or may be a deterrent to other retailers leasing in the center.

The private covenants in place for Parcel O limit the types of users that can locate in the vacant boxes. Specifically, recreation and fitness uses are prohibited. As well, restaurants that generate more than 50 percent of their sales from alcohol (e.g., brewery) are limited. As well, retailers that would be in direct competition to the original anchors (Safeway, Sam's Club) are precluded. Any refill use will need to not create a direct competitive concern to the other parties in the private covenant agreement. There is little the City can do to change the private covenants; however, providing some sort of incentive, such as a revised GDP, may spur the owners to make changes to the current agreement.

Financial Feasibility

The reuse of the vacant retail box alternative was estimated to be financially feasible based on the market inputs (rental rates, construction costs, etc.) utilized. The Alternative 1 assumes the refill uses are able to pay the market average of $20 per square foot (NNN) not including the back-office/storage space in Lot 2, which is estimated to command $11 per square foot (NNN). The estimated construction costs to update and subdivide the two vacant boxes are $37.50 per square foot plus site work improvements to the parking lots. The estimated residual land value for Lot 2 (Sam's Club) is $3.8 million or $6.41 per square foot of land. This is slightly higher than the sales price for the parcel in 2014, which was $3.65 million, and significantly less than the current asking price of approximately $10 million. Lot 3 is estimated to have a residual land value of $4.0 million or $8.65 per square foot of land, as shown in **Table 25**. Combined the residual land values is estimated to be $7.40 per square foot of land.

Table 25. Alternative 1 Feasibility Summary

Lot 2	Amount	Lot 3	Amount
Program		**Program**	
Junior Anchor (Retail)	35,000	Junior Anchor (Retail)	35,000
Junior Anchor (Entertainment/Fitness)	35,000	Junior Anchor (Entertainment/Fitness)	35,000
Storage/Back Office	60,000	N/A	0
Subtotal	**130,000**	**Subtotal**	**70,000**
Construction Costs		**Construction Costs**	
Sitework and Offsites	$975,000	Sitework and Offsites	$525,000
Hard Costs	$2,625,000	Hard Costs	$2,625,000
Soft Costs	$1,347,500	Soft Costs	$1,347,500
Subtotal	**$4,947,500**	**Subtotal**	**$4,497,500**
per sf	*$38*	*per sf*	*$64*
Operating Revenue		**Operating Revenue**	
Potential Gross Revenue	$1,995,000	Potential Gross Revenue	$1,365,000
Less: Vacancy	-$139,650	Less: Vacancy	-$95,550
Effective Gross Income	$1,855,350	Effective Gross Income	$1,269,450
Operating Expenses	-$1,244,975	Operating Expenses	-$674,975
Net Operating Income	**$610,375**	**Net Operating Income**	**$594,475**
Return on Cost (ROC)	12.34%	Return on Cost (ROC)	13.22%
ROC Hurdle	7.00%	ROC Hurdle	7.00%
Residual Land Value	**$3,772,143**	**Residual Land Value**	**$3,995,000**
Value per Land SF	$6.41	Value per Land SF	$8.65

Source: Economic & Planning Systems

Community Support

Uses: While a few people in the community expressed a desire to bring another big retail box user into the vacant buildings, the majority of input received indicated a desire for uses that were smaller format and would support a diverse range of users and visitors. The reuse of these buildings for similar large format retailers would not support the community's desire for smaller, curated, complementary shopping, dining, and entertainment uses that appeal to multiple consumers.

Site Design: Under Alternative 1 the reuse of the existing buildings and the suburban, large format retail shopping center would retain its same development characteristics and would at least meet the community's desires for a compact, walkable, pedestrian friendly environment.

Development Characteristics: The development contemplated under this alternative would not meet the community desires for local, unique, non-chain, retail environments that provides variety and experience for a diverse range of neighbors and visitors.

Fiscal Impact

The fiscal impact model estimates that Alternative 1 would have a net positive fiscal impact of $18 million over 20 years, as shown in **Table 26.** This alternative portrays the optimal re-tenanting of the existing retail boxes given market conditions and potential uses likely to be possible with modified private covenants, which produces increased fiscal returns but less than what was previously achieved with the two former anchor retailers.

Table 26. Alternative 1 Fiscal Impact

	Current		Alternative 1	
	Total (per $1,000)	% of Total	Total (per $1,000)	% of Total
Revenue by Fund				
General Fund	$8,129	65%	$14,006	62%
Open Spaces & Parks Fund	$1,067	8%	$2,122	9%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$364	3%	$730	3%
Capital Projects Fund	$2,993	24%	$5,798	26%
Total Revenue	**$12,553**		**$22,656**	
Expenditure by Fund				
General Fund	$1,423	76%	$3,513	75%
Open Spaces & Parks Fund	$0	0%	$0	0%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%
Capital Projects Fund	$451	24%	$1,179	25%
Total Expenditures	**$1,873**		**$4,692**	
Net Fiscal Impact by Fund				
General Fund	$6,707		$10,493	
Open Spaces & Parks Fund	$1,067		$2,122	
Lottery Fund	$0		$0	
Historic Preservation Fund	$364		$730	
Capital Projects Fund	$2,542		$4,620	
Net Fiscal Impact	**$10,680**		**$17,964**	

Source: City of Louisville

Alternative 2 – Partial Redevelopment

Alternative 2 entails a partial redevelopment of Parcel 0. A partial redevelopment would need to include at least one—and more likely two—of the larger lots in Parcel O (Safeway, Sam's Club, and/or Kohl's). For evaluation purposes, Alternative 2 assumes Lot 2 Sam's Club is redeveloped and Lot 3 Kohl's building is repurposed for two tenants. The alternative assumes covenants restricting uses not directly in competition with existing retailers can be modified to include uses consistent with current market conditions (e.g., fitness, recreation, entertainment) and that this development agreement is modified to allow hotel and multifamily uses. This concept assumes to be absorbed within five to six years.

- Kohl's building is reused for two boxes similar to Alternative 1 with one a retail use (liquor superstore) and the second a nonretail use (fitness).
- Lot 2 and parking fields are redeveloped with 15,000 square feet of retail space, 245 apartments on the eastern 7 acres at density of 35 units per acre, and a 120 room hotel on 3.5 acres.
- Retain the 83,000 square feet of existing retail and service uses on parcels not being redeveloped in the alternative.

Market Support

The market analysis identifies substantial demand for multifamily and hotel uses within the subarea. These uses are able to support redevelopment costs and can allow for better reconfiguration of Parcel O. Specifically, the new retail can be better positioned for access and visibility, and the parking fields can be right-sized for the retail, which will create more flexibility and space for adding additional uses. The investment and introduction of new uses to the shopping center can be used to help attract larger retail users to the vacant Kohl's. As well, the market will likely support the attraction of two, larger retail users that either generate significant retail sales tax, and/or will increase visitation to the subarea, which will boost the sales of surrounding retailers.

Market Challenges

The primary challenge to Alternative 2 is that the GDP for Parcel O and the private covenants do not allow for this development program. Multifamily residential is prohibited by the GDP and some potential larger retailers that could be attracted to the site are prohibited or limited by the CCRS. As well, increased height and/or density allowances may be necessary, under the GDP, to make a project feasible.

A coordinated redevelopment of both Lots 2 and 3 may be difficult and/or could take longer to occur. It is easier for one of the larger lots to redevelop individually but there may be more incentive for a developer to combine lots. As mentioned above, both the private covenants and GDP need to be revised or amended for this program to work. The City could provide incentive by revising the GDP to allow more uses, and also modifying the agreement to allow greater utilization of the site especially as an incentive to do a coordinated redevelopment.

Financial Feasibility

Alternative 2 produces a higher total estimated residual land value (combination of Lot 2 and Lot 3) of $11.5 million compared to Alternative 1, as well as the highest average land value per square foot of $10.94 per square foot for all three alternatives, as shown in **Table 27**. The multifamily and hotel uses are estimated to generate a significantly higher residual land value than the retail uses. The multifamily parcel is estimated to be able to support a land value of $5.1 million or $16.72 per square foot of land. The hotel use is estimated to be able to support a land value of $2.4 million or $15.88 per square foot of land. The following model inputs were utilized to estimate project feasibility.

- Multifamily – The construction cost for the project is estimated to be $224 per square foot or $211,000 per unit. An average unit size is estimated to be 800 square feet and able to attract an average monthly rental rate of $1,560 or $1.95 per square foot.
- Hotel – The 120 room hotel project is estimated to be 60,000 square feet in size. The estimated construction cost is $367 per square foot or $183,600 per room. The project room rate is $170 per night which equates into an estimated average daily rate of $119.
- The retail space is estimated to have a construction cost of $230 per square foot. An average rental rate is 30 per square foot (NNN).

Table 27. Alternative 2 Feasibility Summary

Description	Lot 3 Retail Amount	Lot 3 Retail per SF	Lot 2 Multifamily Amount	Lot 2 Multifamily per unit	Lot 2 Hotel Amount	Lot 2 Hotel per room	Lot 2 Retail Amount	Lot 2 Retail per SF	LOT 2 TOTAL	Alternative 2 TOTAL
PROGRAM										
Multifamily Units	N/A units		245 units		N/A units		N/A units		245	
Hotel Rooms	N/A rooms		N/A rooms		120 rooms		N/A rooms		120	
Net Rentable Area	70,000 sf		195,963 sf		42,000 sf		15,000 sf		252,963	
Gross Building Area	70,000 sf		230,545 sf		60,000 sf		15,000 sf		305,545	
CONSTRUCTION COST										
Site Costs										
Horizontal Costs	$525,000	$7.50	$1,407,000	$5,743	$703,500	$5,863	$402,000	$26.80	$2,512,500	$3,037,500
Hard Costs										
Core & Shell Construction	$1,750,000	$25.00	$38,846,833	$158,559	$14,022,000	$116,850	$1,605,000	$107.00	$54,473,833	$56,223,833
Tenant Improvement	$875,000	$12.50	$0	$0	$2,580,000	$21,500	$750,000	$50.00	$3,330,000	$4,205,000
Subtotal	**$2,625,000**	**$37.50**	**$38,846,833**	**$158,559**	**$16,602,000**	**$138,350**	**$2,355,000**	**$157.00**	**$57,803,833**	**$60,428,833**
Soft Costs										
Plan/Design/Eng./Survey	140,000	$2.00	1,786,724	$7,293	747,000	$6,225	195,000	$13.00	$2,728,724	$2,868,724
Municipal/State Fees	$35,000	$0.50	$4,610,900	$18,820	$1,500,000	$12,500	$225,000	$15.00	$6,335,900	$6,370,900
Development Fees, Financing, Other	$1,697,500	$24.25	$4,968,245	$20,279	$2,479,200	$20,660	$270,000	$18.00	$7,717,445	$9,414,945
Total	**$5,022,500**	**$71.75**	**$51,619,701**	**$210,693**	**$22,031,700**	**$183,598**	**$3,447,000**	**$229.80**	**$77,098,401**	**$82,120,901**
NET OPERATING INCOME										
Potential Rental Income	$1,365,000	$11,375	$4,585,540	$18,716	$7,446,000	$62,050	$433,048	$3,609	$12,464,588	$13,829,588
Other Income	$0	$0	$389,060	$1,588	$566,000	$4,717	$0	$0	$955,060	$955,060
Less: Vacancy	-$95,550	-$796	-$248,730	-$1,015	-$2,233,800	-$18,615	-$30,313	-$253	-$2,512,843	-$2,608,393
Operating Expenditures	-$674,975	-$5,625	-$1,322,735	-$5,399	-$3,577,399	-$29,812	-$146,411	-$1,220	-$5,046,546	-$5,721,521
Net Operating Income (NOI)	**$594,475**	**$4,954**	**$3,403,135**	**$13,890**	**$2,200,801**	**$18,340**	**$256,323**	**$2,136**	**$5,860,259**	**$6,454,734**
RETURN ON COST (ROC)	**11.84%**		**6.59%**		**9.99%**		**7.44%**		**7.60%**	**7.86%**
HURDLE RATE	**7.00%**		**6.00%**		**9.00%**		**6.50%**			
RESIDUAL LAND VALUE										
Land Value	$3,470,000		$5,099,209		$2,421,646		$496,431		$8,017,286	$11,487,286
Value Per SF	$7.52		$16.72		$15.88		$5.70		$13.63	$10.94

Source: Economic & Planning Systems

Community Support

Uses: The addition of entertainment and retail uses is supported by community input received and provides some new options for both neighbors and visitors to the area. The reuse of one building for similar large format retailers would not support the community's desire for smaller, curated, complementary shopping, dining, and entertainment uses that appeal to multiple consumers. The quantity and type of retail associated with Alternative 2 does not meet the community desires for a significant retail component that provides a gathering space for a wide variety of users.

Hotel was identified as the least desired use for the study area, and while some community members identified housing as possible uses for the overall study area, it was often described as a range of housing options that provide opportunities for empty nesters, low to middle income housing, and housing that was part of a mixed use development. A standalone multifamily project was not a highly prioritized use for the study area.

Site Design: The partial redevelopment of the study area could allow for some site improvements that were identified as desired community amenities, including the addition of open spaces, plazas and other connections if it was planned in a comprehensive format. However, due to the existing parcels, ownership divisions, and reuse of one of the big boxes, the project site would need to retain some of the same circulation, parking and auto focused patterns which do not allow for different type of environment that was less auto dependent, more walkable and better integrated into the surrounding neighborhood.

Development Characteristics: The partial redevelopment does not address the strong desire for a mixed retail environment that can support many smaller tenants and a "community-centric" marketplace that was a common theme. The amount of retail proposed within this scenario would not meet the community's demand for experience based, family friendly, service and entertainment based retail that is local, unique and high quality.

Fiscal Impact

The fiscal impact model estimates that Alternative 2 will have a net positive fiscal impact of $18.5 million over 20 years, as shown in **Table 28**. This alternative produced the most positive impact of the three alternatives. The alternative illustrates how a mixture of uses can still produce positive fiscal benefits to the City even with the introduction of non-sales tax producing and residential uses. The greater utilization of the site generates more value to the City, as well.

Table 28. Alternative 2 Fiscal Impact

	Current		Alternative 2	
	Total (per $1,000)	% of Total	Total (per $1,000)	% of Total
Revenue by Fund				
General Fund	$8,129	65%	$16,769	64%
Open Spaces & Parks Fund	$1,067	8%	$2,118	8%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$364	3%	$733	3%
Capital Projects Fund	$2,993	24%	$6,586	25%
Total Revenue	**$12,553**		**$26,206**	
Expenditure by Fund				
General Fund	$1,423	76%	$5,062	65%
Open Spaces & Parks Fund	$0	0%	$124	2%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%
Capital Projects Fund	$451	24%	$2,548	33%
Total Expenditures	**$1,873**		**$7,735**	
Net Fiscal Impact by Fund				
General Fund	$6,707		$11,706	
Open Spaces & Parks Fund	$1,067		$1,993	
Lottery Fund	$0		$0	
Historic Preservation Fund	$364		$733	
Capital Projects Fund	$2,542		$4,038	
Net Fiscal Impact	**$10,680**		**$18,471**	

Source: City of Louisville

Alternative 3 – Major Redevelopment

This concept assumes a comprehensive redevelopment of Parcel O into a new mixed use development. Existing retailers are assumed to be integrated into new commercial or mixed-use space (aside from Kohl's, which is leaving Louisville). The alternative assumes the CCRs are rewritten or substantially modified and a new development agreement is created to allow for greater density and a broader mix of uses. This concept assumes a 10 year, phased buildout.

- The redevelopment assumes a total of 115,000 square feet of retail space on 14.5 acres, accounting for 1/3 of the acreage. In addition, a non-retail entertainment or fitness anchor is included totaling 35,000 square feet.
- A 120 room hotel is attracted to a 3.5 acre site.
- A 4 story, 65,000 square foot office building is included on a 3.0 acre site.
- 525 multifamily apartment units are built in two phases or projects on a total of 15 acres, at the same 35 units per acre density as Alternative 2.

Market Support

A major redevelopment project would give a prospective developer flexibility to reconfigure access and orientation of the area. The retail space could be better positioned closer to the McCaslin frontage with greater visibility and access. The larger redevelopment would also allow for more flexibility in the transition of development to the surrounding neighborhoods. The redevelopment will allow for the different product types to be better oriented and marketed to potential users/ development partners. Multifamily uses are the most likely use to take the largest share of the larger redevelopment and will have less challenges with absorption. The introduction of more traditional office space becomes more attractive as the mixed-use development becomes a more appealing location for employment uses.

Market Challenges

This scenario assumes a major aggregation of several separately owned lots, which may be difficult. The acquisition costs for many of the existing, occupied buildings along the McCaslin frontage could potentially be too high to support redevelopment. Also, the disruption of the existing retailers and businesses may lead to the loss of these businesses from the site as redevelopment occurs. Attracting and absorbing the amount of retail space planned will be difficult given the challenges in the trade area. A grocery store anchor will need to be retained (Safeway) or a replacement found, along with other one to two junior anchors or larger retailers. Even with a better configured layout for the center and development oriented to the current retail market opportunities, attracting retailers would be challenging.

Financial Feasibility

The Major Redevelopment Alternative produces an estimated residual land value of $10.12 per square foot, which is a total value of $19.7 million, as shown on **Table 29**. The multifamily and hotel uses are estimated to generate a significantly higher residual land value than the retail uses in Alternative 2. The office use supports a land value of $731,414 or $5.60 per square foot of land, which is less than the lowest of all uses modeled and less per square foot than was achieved in the sale of the Sam's Club site in 2014. The following model inputs were utilized to estimate project feasibility.

- Multifamily – The construction cost for the project is estimated to be $224 per square foot or $211,000 per unit. An average unit is estimated to be 800 square feet and able to attract an average monthly rental rate of $1,560 or $1.95 per square foot.
- Hotel – The 120 room hotel project is estimated to be 60,000 square feet in size. The estimated construction cost is $369 per square foot or $184,400 per room. The project room rate is $170 per night which equates into an estimated average daily rate of $119.
- The retail space is estimated to have a construction cost of $227 per square foot. An average rental rate is $30 per square foot (NNN).
- The office space is estimated to have a construction cost of $247 per square foot. An average rental rate is $25 per square foot (NNN).

Table 29. Alternative 3 Feasibility Summary

Description	Combined								
	Multifamily		Hotel		Retail		Office		
	Amount	per unit	Amount	per room	Amount	per SF	Amount	per SF	TOTAL
PROGRAM									
Multifamily Units	525 units		N/A units		N/A units		N/A units		525
Hotel Rooms	N/A rooms		120 rooms		N/A rooms		N/A rooms		120
Net Rentable Area	419,921 sf		42,000 sf		150,000 sf		55,250 sf		667,171
Gross Building Area	494,025 sf		60,000 sf		150,000 sf		65,000 sf		769,025
CONSTRUCTION COST									
Site Costs									
Horizontal Costs	$3,015,000	$5,743	$804,000	$6,700	$3,618,000	$24.12	$603,000	$9.28	$8,040,000
Hard Costs									
Core & Shell Construction	$83,243,213	$158,559	$14,022,000	$116,850	$16,050,000	$107.00	$8,905,000	$137.00	$122,220,213
Tenant Improvement	$0	$0	$2,580,000	$21,500	$7,500,000	$50.00	$3,250,000	$50.00	$13,330,000
Subtotal	**$83,243,213**	**$158,559**	**$16,602,000**	**$138,350**	**$23,550,000**	**$157.00**	**$12,155,000**	**$81.03**	**$135,550,213**
Soft Costs									
Plan/Design/Eng./Survey	3,828,694	$7,293	747,000	$6,225	1,950,000	$13.00	1,007,500	$15.50	7,533,194
Municipal/State Fees	$9,880,500	$18,820	$1,500,000	$12,500	$2,250,000	$15.00	$975,000	$15.00	$14,605,500
Development Fees, Financing, Other	$10,646,239	$20,279	$2,479,200	$20,660	$2,700,000	$18.00	$1,332,500	$20.50	$17,157,939
Total	**$110,613,645**	**$210,693**	**$22,132,200**	**$184,435**	**$34,068,000**	**$227.12**	**$16,073,000**	**$247.28**	**$182,886,845**
NET OPERATING INCOME									
Potential Rental Income	$9,826,157	$18,716	$7,446,000	$62,050	$4,330,476	$28.87	$2,059,255	$31.68	$23,661,888
Other Income	$833,700	$1,588	$566,000	$4,717	$0	$0.00	$0	$0.00	$1,399,700
Less: Vacancy	-$532,993	-$1,015	-$2,233,800	-$18,615	-$303,133	-$2.02	-$144,148	-$2.22	-$3,214,074
Operating Expenditures	-$2,834,433	-$5,399	-$3,549,438	-$29,579	-$1,464,113	-$9.76	-$780,809	-$12.01	-$8,628,793
Net Operating Income (NOI)	**$7,292,431**	**$13,890**	**$2,228,762**	**$18,573**	**$2,563,230**	**$17.09**	**$1,134,298**	**$17.45**	**$13,218,721**
RETURN ON COST (ROC)	**6.59%**		**10.07%**		**7.52%**		**7.06%**		**7.23%**
HURDLE RATE	**6.00%**		**9.00%**		**6.50%**		**6.75%**		
RESIDUAL LAND VALUE									
Land Value	$10,926,876		$2,631,821		$5,366,311		$731,414		$19,656,422
Value Per Land SF	$16.72		$15.10		$6.84		$5.60		$10.12

Source: Economic & Planning Systems

Community Support

Uses: The range of uses associated with this alternative could meet the community's demand for both larger format entertainment/experience-based uses to anchor a retail center, which in turn could support smaller format type retail (e.g. service, hospitality, boutique shopping, and convenience). The addition of office space in Alternative 3 increases the 24x7 nature of the shopping center to further activate the retail uses and provide jobs near existing housing centers. The community expressed a desire for innovative, co-working or smaller format office uses to complement the larger office parks in the neighborhood, which could be accommodated in this scenario. Hotel and multifamily, while not identified as high priority uses for the study area, could potentially be supporting uses to the dynamic retail space accomplished in this scenario.

Site Design: The large-scale redevelopment of the site under Alternative 3 accommodates many of the major site design features the community desires. The amenities include increased mobility, paths and trails, plazas, gathering spaces and a compact, walkable environment.

Development Characteristics: The creation of 115,000 square feet of retail would allow for a diverse range of uses that could accommodate the community's desires for variety, unique offerings, and a shopping center that could serve both as a local and regional destination.

Fiscal Impact

The fiscal impact model estimates that Alternative 3 will have a net positive fiscal impact of $14.8 million over 20 years, as shown in **Table 30**. This alternative illustrates how a mixture of uses throughout the whole of Parcel O, even with reduced amounts of retail uses, can still produce positive impacts on the City. Greater utilization of the site produces more revenue than the site currently produces. Even after the estimate expenditures, the site still preforms comparably to how Parcel O has impacted the City since Sam's Club left in 2010.

Table 30. Alternative 3 Fiscal Impact

	Current		Alternative 3	
	Total (per $1,000)	% of Total	Total (per $1,000)	% of Total
Revenue by Fund				
General Fund	$8,129	65%	$17,456	63%
Open Spaces & Parks Fund	$1,067	8%	$2,223	8%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$364	3%	$779	3%
Capital Projects Fund	$2,993	24%	$7,050	26%
Total Revenue	**$12,553**		**$27,509**	
Expenditure by Fund				
General Fund	$1,423	76%	$7,710	61%
Open Spaces & Parks Fund	$0	0%	$234	2%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%
Capital Projects Fund	$451	24%	$4,789	38%
Total Expenditures	**$1,873**		**$12,733**	
Net Fiscal Impact by Fund				
General Fund	$6,707		$9,746	
Open Spaces & Parks Fund	$1,067		$1,989	
Lottery Fund	$0		$0	
Historic Preservation Fund	$364		$779	
Capital Projects Fund	$2,542		$2,261	
Net Fiscal Impact	**$10,680**		**$14,775**	

Source: City of Louisville

Survey Report

01 March 2017 - 28 January 2019

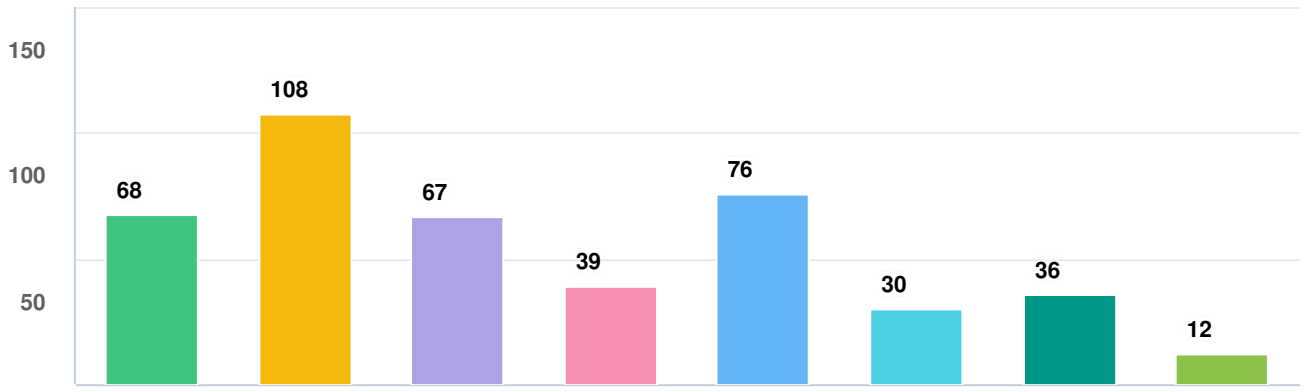
McCaslin Parcel "O" - Site Uses and Opportunities - What do you think?

PROJECT: McCaslin Parcel O Redevelopment Study

Engage Louisville CO

engagement hq by Bang the Table

Q1 Based on the market trends and realities, what type of development, what would you like to see in this area?



Question options

- Health/Wellness (gym, spa, etc.)
- Hospitality, Food or Beverage (restaurant, hotel, etc.)
- Entertainment (movie theater, laser tag, etc.)
- Service (repair shops, tutoring, etc.)
- Other (clothing store, book store, etc.)
- Office
- Residential
- Hotel

(143 responses, 0 skipped)

Q2 Add your own: What other uses would work here?

vg19 11/05/2018 01:06 PM	Kid oriented activities, such as lasertag.
Anonymous 11/05/2018 03:07 PM	Public space e.g. plaza
Anonymous 11/06/2018 10:29 AM	City Park, Dog Park, outdoor area.
Anonymous 11/06/2018 10:47 AM	Grocery super store...if we can deal with he covenants
Anonymous 11/06/2018 10:49 AM	I would like to see a combination of the above with a park in the middle to encourage people to gather. hide the parking.
Anonymous 11/06/2018 10:57 AM	Open space/park type spaces as connectors for commercial to residential.
Anonymous 11/06/2018 11:02 AM	Trader Joe's!!!!!
Anonymous 11/06/2018 11:11 AM	No Hotel! Mixed use, housing and businesses. Business that will connect the residents to the area and take some of the crowds off of downtown making both areas more enjoyable for City residents.
Anonymous 11/06/2018 11:20 AM	Book store would be nice.
Anonymous 11/06/2018 11:26 AM	No Hotel! We want the redevelopment to add the the current neighbors enjoyment.
Anonymous 11/06/2018 11:29 AM	a boutique shopping mall - where stores have booths inside, similar to The Barn in Castle Rock
Anonymous 11/06/2018 11:38 AM	When I think of concepts that could work well in this area, I think of Longmont's new "Village at the Peaks" or Lakewood's "Belmar"
Anonymous 11/06/2018 12:25 PM	Would love to see something like Rayback in this space. A place for adults and kids to hang out.
Anonymous 11/06/2018 01:22 PM	Outdoor mall with small shops and restaurants.
Anonymous 11/06/2018 01:28 PM	town center with beautiful trees, trails, low grow xeric native grass parks, tables and chairs various sizes, gathering places, fireplaces for winter, community place for art and craft festivals bike racks, food trucks, public

	restroom, water featuresm,
Anonymous 11/06/2018 01:36 PM	I don't know if we have the population base or enough vendors but something like the San Francisco Ferry Building Marketplace would be awesome. Towns all around the world have them. Tax dollars for us. www.ferrybuildingmarketplace.com.
Anonymous 11/06/2018 01:44 PM	Trader Joe's or King Soopers
Anonymous 11/06/2018 02:38 PM	Conference and personal events rooms
Anonymous 11/06/2018 03:35 PM	This parcel is fairly ugly in a beautiful town like Louisville. More greenery around the parking lot, EV spots, and better non-automobile options throughout (clean/maintained sidewalks/bike paths) would make a big difference to anything that ends up here
Anonymous 11/06/2018 04:44 PM	A communal spot for multiple types of small businesses similar to the Source, Milk Market, etc. in Denver
Anonymous 11/06/2018 04:57 PM	Art Coop, Music/Concert hall, Dancing venue, Artist studios, Theater, Indoor parachuting, Indoor climbing
Anonymous 11/06/2018 05:01 PM	a wonderful market like Pike Place in Seattle
Anonymous 11/06/2018 05:14 PM	Food stalls center like Philadelphia's reading terminal market
Anonymous 11/06/2018 06:55 PM	More sports fields
Anonymous 11/06/2018 07:39 PM	Ikea
Anonymous 11/06/2018 07:43 PM	Green space mixed in with first floor commercial and second floor residential. Limit height to 2 floors.
Anonymous 11/06/2018 08:29 PM	I think the goal should be to created a walkable mixed use (live, work, shop, and play) district which is fiscally vibrant
Anonymous 11/06/2018 08:49 PM	Cluster these uses around a small (1/2 ac) park to create a vibrant community gathering spot, and add residential on the W side of McCaslin going up to Davidson Mesa and connecting w Centennial, Hillside and Enclave. Yes, I want more residential!
Pete 11/06/2018 09:24 PM	Dense, walkable mixed use with RTD connectivity
keith 11/06/2018 09:30 PM	mixed use specialty ped mall, outdoor experience for kids/families as an alt to downtown which is more adult oriented; something unique not available nearby
SSN 11/06/2018 09:38 PM	Multi-family housing with services, offices, hospitality with shared park/open space

JoyP 11/07/2018 07:25 AM	Trader Joes
Justin Schrader 11/07/2018 09:56 AM	Organic food options
Jenny 11/07/2018 10:54 AM	We would like to see a good grocery store here that is reasonable priced - Trader Joe's would be fantastic or Sprouts.
Juli 11/07/2018 04:29 PM	Mixed use space like The Source
Ryokin 11/07/2018 05:24 PM	Mix of above with small / growing business office space (e.g. Arista in Broomfield)
mb 11/08/2018 10:13 AM	We could always use another park and greens space. Yogurt or Ice Cream, Trader Joes, Gymnastics, dance or Ninja play gym, bowling alley, Chuy's Restaurant, Torchy's Tacos, Chipotle...
Rami Cohen 11/08/2018 12:55 PM	Public basketball/tennis/soccer fields
Maryan 11/08/2018 03:17 PM	Food Hall, Indoor year-round farmer's market
Teresa 11/08/2018 09:06 PM	toy store or children's/maternity consignment
Leslie 11/09/2018 10:59 AM	Maybe a mixed marketplace like Eataly? https://www.eataly.com/us_en/stores/chicago/
Steve 11/09/2018 11:04 AM	park and open space as part of mixed use
habacomike 11/09/2018 11:05 AM	Incubator space for light industry -- maker spaces.
Scott 11/09/2018 11:08 AM	I'd like to see the spirit of Old Town Louisville brought to this initiative in terms of unique retail and community-centric activities. We should try to avoid national chains if possible and be as distinct as practical.
Jkat525 11/09/2018 11:12 AM	I woukd love to have a nice restaurant with really comfortable seating aloh the lines of White Chocolate Grill, Elways, bonefish, etc.
Fordcokid 11/09/2018 11:12 AM	Tasteful combination of residential, office, restaurants and health/wellness.
Mark Dondelinger 11/09/2018 11:13 AM	Bring back Sams
CB 11/09/2018 11:21 AM	Green space, park with walkable mall-like boutique stores
andrewthak	We should look at some sort of "collective" in the Sam's club building/site,

11/09/2018 11:24 AM	similar to The Source in Denver or on a smaller scale the Rayback Collective in Boulder.
B Eller 11/09/2018 11:27 AM	REI; Trader Joes; fabric store like JoAnn (with classes and family needs); try King Soopers again (Safeway is inadequate for a lot of people). Save the current buildings.
Ala Hason 11/09/2018 11:32 AM	More community type services: food, music, wellness. Community multipurpose room and lots of trees PLEASE
Terri 11/09/2018 12:12 PM	If a restaurant - a high end restaurant - distillery
Lawrenceboyd 11/09/2018 12:25 PM	Having moved from Longmont, a space similar to the village at the peaks (www.villageatthepeaks.com) would be perfect!
WEC 11/09/2018 12:50 PM	Small, locally owned businesses.
coreyhyllested 11/09/2018 01:00 PM	I think mixed is best. Bringing people to work (office) + service / retail / food / wellness is great; I'd look to the Lafayette Marketplace & Denver Union Station for inspiration around creating community space + marketplace.
NA 11/09/2018 01:05 PM	Furniture Sales
ellenvallee 11/09/2018 04:58 PM	Let's pick high quality services and residences in this area.
janet 11/09/2018 07:30 PM	park with cafe, coffee shop and entertainment options for kids, teens & adults (music venue,etc)
jgwalega 11/10/2018 03:53 PM	Too many hotels in the area
dmwalega 11/10/2018 04:02 PM	King Soopers
amygcasey 11/10/2018 04:31 PM	Co-working, food court, Farmers market
SMcMahon 11/11/2018 09:37 AM	A mix of small eateries with small shops featuring local as well as national brands would be ideal - but allow for space to sit while shopping/eating. Also ample parking!
fredeller 11/11/2018 11:07 AM	Speciality shopping such as a design center concept with a number of stores working in conjunction with each other. Speciality stores and entertainment such as REI with climbing walls, independent movie theaters. The entire site should be walkable.
Amasin 11/11/2018 11:13 AM	Stanley Market place is a great example of helping small companies, local gathering, health and wellness offerings, starts ups, open work spaces...
Carolyn H Anderson 11/11/2018 03:18 PM	senior housing, one level or apartments with elevator. We already have enough of all the other so long as Kohl's remains

dl00kner 11/11/2018 04:23 PM	Multi-use space similar to Rayback Collective in Boulder and Denver Milk Bar. Brewery, open beer garden, food trucks and some surrounding retail/services.
PhyllisMP 11/11/2018 05:05 PM	I would like to see a large grocery store as we do not have one at this end of town. We only have a small Safeway. I reallyliked the idea of a large retail King Soopers here.
cherylmerlino 11/11/2018 05:24 PM	Outdoor mall with multiple offerings such as Town Square in Las Vegas: mytownsquarelasvegas.com. This has restaurants, an outdoor play area for kids, retails shops, offices, services (optical shop), parking garages, arcade, and street parking, too!
hellosherry2 11/12/2018 12:55 PM	I think the area would be best served if it could be a destination from surrounding areas as well as a place where people walk to everyday services. Bookstore, tou store, bowling alley, artsy movie theate, community gathering space (alfalfas) fountains
bpaxton 11/13/2018 07:35 AM	Co-working space (see https://www.industrydenver.com for an example); something like the Rayback Collective (http://therayback.com) would also be nice
aeromarkco 11/13/2018 07:36 AM	A way of transit for the rest of the neighborhood (Louisville) that cannot walk easily to the Park N Ride. Furniture Store, Organic Foods Store (Lucky's or Sprouts), Need more parking i.e. underground parking
shoe23 11/13/2018 03:10 PM	Mixed use residential and retail, Asian grocery store and food court, charter school.
wielandlisa 11/13/2018 03:23 PM	an 'outdoor' equipment/activity store - REI, Cabellas something like that - but no guns!
Laura Adams 11/13/2018 03:45 PM	Something similar to The Source in Denver would be a great addition to Louisville.
Benn8895 11/13/2018 04:34 PM	A type of entertainment facility that ALSO caters to special needs children as well as regular children.
cynthswift 11/13/2018 05:06 PM	Mixed use development with a kid friendly area in the middle. Any restaurant or shop with an area for kids to run and play automatically gets more business in this area. A combination of the Rayback in Boulder and The District in Lafayette.
rubellite11 11/13/2018 05:39 PM	Small shops, grocery
julialeslie 11/13/2018 08:42 PM	I would love to see a mixed-use food hall/marketplace similar to the Stanley Marketplace in Aurora w/ a mix of restaurants/breweries, shopping, offices & entertainment. This would be a huge draw for people in surrounding cities to visit Louisvill
Kara.rigney 11/14/2018 01:30 AM	High quality pool facility for serious swimmers/triathletes
jensmith78 11/14/2018 02:20 PM	Indoor marketplace with flexible space for entrepreneurs, artists & creators - galleries, design studios, craft coffee/wine - a la Barnone in Gilbert AZ (barnoneaz.com)..

Alex G 11/14/2018 05:10 PM	Plaza, Park, Small Concert Venue, Indoor/Outdoor Marketplace, Cafe, Small businesses and restaurants, farmers market, shade trees, bike/pedestrian trail junction, second story apartments, senior residential units
Mbb 11/16/2018 08:32 AM	A Dairy Center in Boulder type arts & performance center
Mira 11/16/2018 01:51 PM	I would love to see a combo of: Gym and/or fitness class center / Trader Joe's / Indoor kids playspace / brewery / Denver "Aventi" like multi-food court/bar area with playspace / small mini shops like 1-room bookstores, etc. / some mini apartments
Malexander 11/16/2018 04:18 PM	Urban farm, solar station, permanent farmers market
L.A.Cox 11/16/2018 05:00 PM	Can zoning be changed to increase options? No more hotel chains (they don't build community). Small customer oriented boutique shops (butcherie, cheese shop, tea shop), brewery, restaurants with roof deck to take advantage of incredible view.

Optional question (86 responses, 57 skipped)

Q3 Where do you see as the biggest opportunity(ies) on this site given the changes to the retail market and the constraints on Parcel O?

Anonymous 11/05/2018 02:33 PM	We have a big open space that could be developed thoughtfully, with no big box stores, and maybe some apartments that could help with housing.
Anonymous 11/05/2018 03:07 PM	Mixed use development, anchored by a multi-vendor food hall concept. Example: https://businessden.com/2018/10/04/food-hall-to-anchor-redevelopment-of-mostly-vacant-retail-site-in-edgewater/
Anonymous 11/06/2018 10:29 AM	Upscale retail stores like furniture, book stores, coffee shops, etc. Would be great to have a movie theater.
Anonymous 11/06/2018 10:38 AM	There is a definite movement away from big box stores within Louisville and the region as a whole. It seems that there is more of a need for low-to-moderately priced housing as well as general office space in the area and a mixed use development in that capacity could be very useful.
Anonymous 11/06/2018 10:47 AM	An integrated plan that includes all the properties in the area...from Kohl's to Safeway and the adjacent businesses around the inner ring. (McDonalds, Bao, Paul's, gas station, banks, etc).. Expanding the vision to include the center that is home to Via Toscana would be smart as well.
Anonymous 11/06/2018 10:49 AM	small, locally owned shops and food and beverage
Anonymous 11/06/2018 10:57 AM	The biggest opportunity is creating a multi-use development that includes a mix of residential and commercial spaces using outdoor open space or a park-like space as a connection between uses. The opportunity is greater if the the Safeway, Sam's Club, and Kohl's buildings and properties are considered for redevelopment all together. The Kohl's property and the Safeway properties are important partners in the Sam's Club properties success, and should be considered anchors to the entire "O" site. A break up of the larger big box buildings is necessary.
Anonymous 11/06/2018 11:02 AM	Louisville needs a better grocery store. I would love to see a Trader Joe's in the old sams club.
Anonymous 11/06/2018 11:05 AM	Commercial office space
Anonymous 11/06/2018 11:11 AM	Mixed use plus transportation hub.
Anonymous 11/06/2018 11:20 AM	Superior really has Louisville beat on shopping with their Costco+Target center. Perhaps going for something not offered there would be useful. The Source in RINO might be an example of how to approach this space from a different angle. This kind of mall would encourage local business. Though it would probably a little business from downtown Louisville, it would also pull in more folks from Superior, Boulder and Broomfield.
Anonymous	Mixed use with green spaces for the community to come together trying in to

11/06/2018 11:26 AM	the transportation hub on the other side my the theater. Connectivity.
Anonymous 11/06/2018 11:29 AM	People want to support local businesses, that's why something that would house multiple local vendors would work.
Anonymous 11/06/2018 11:31 AM	A cool gathering space (similar to Rayback Collective in Boulder)
Anonymous 11/06/2018 11:32 AM	Determine a way to split this up -- holding out for a big-box retailer does not appear to be a good strategy (in retrospect). I work in the area and this location would be ideal for a hotel to support my visitors that come in from out of town (multiple times per year, multiple days per visit, multiple visitors). Something in the Hilton family at a higher price point than the Hampton Inn. Splitting for restaurants would be good as well. Could also be a large gym, but that seems to be a long shot with the rec center so close.
Anonymous 11/06/2018 11:38 AM	I think Longmont's "Village at the Peaks" (https://www.villageatthepeaks.com) or Superior's "Downtown Superior" (http://downtownsuperior.com) could be a good example of what could work well here. While I don't mind visiting the Cinnebarre Movie Theatre, the building exterior/interior are an eye sore not to mention everything around it is in decline. What if the empty Sams Club was redeveloped into a modern movie theater (serving as anchor), surrounded by modern restaurants (with patios) and small shops that are connected by a central outdoor area (mini park) where people would enjoy hanging out in the warmer months (fire pit(s), tables, grass, chairs, games for kids, etc)...perhaps farmers markets in the summer, ice rink in the winter, etc.
Anonymous 11/06/2018 12:02 PM	It would be nice to have a green space / park / playground here. A central park, surrounded by outdoor seating cafe's. Maybe a nice fountain or water feature that kids could play in (like water spray thru a grate). An attractive "stroll" around the park, bordered by small retail shops and small cafes. Lots of trees. I don't know what the "constraints" on this parcel are.....I didn't see that in this survey? Maybe I missed that page....
Anonymous 11/06/2018 12:25 PM	Small retail space and good restaurants (not chain) would be nice. Kind of like an alternate downtown.
Anonymous 11/06/2018 01:22 PM	I'd like to see something similar to Boulder 29th st mall -outdoors, small shops, restaurants and perhaps a large draw item like a movie theater
Anonymous 11/06/2018 01:28 PM	Create a place where people want to be and restaurants and shops will follow. Retail and Restaurants like the Source , the Milk Market, and Denver Central Market, etc. will always attract consumers. Maybe a big box sporting goods store if needed to draw people in from 36.
Anonymous 11/06/2018 01:36 PM	The marketplace would give people what they want - to buy local handmade products, specialty products, unique food experiences, etc. It is an experience oriented concept and would get people together to gather at cafes, shops, etc. It would have pedestrian plazas and pedestrian ways, including such amenities as outdoor art exhibits, parks, fountains. It would generate lots of tax revenue for the City and people from out-of-state as well as our surrounding communities including Boulder and Denver would find it to be a worthwhile destination. It would increase property values for all of

	Louisville and hence increase property taxes for the City.
Anonymous 11/06/2018 01:37 PM	Open areas and food/restaurants coffee shops,
Anonymous 11/06/2018 01:44 PM	Opportunity to have more local businesses and park space. Better, updated grocery store
Anonymous 11/06/2018 01:45 PM	Locally owned restaurants, a walkable space between businesses
Anonymous 11/06/2018 02:38 PM	If we have office space along with conference spaces could fill up the hotels across the street. Also, small and eateries in even a little bit of condos along with an open area for small “hang out” areas it would be a complete village feel.
Anonymous 11/06/2018 02:48 PM	I am worried that we will turn into a Westminster. We are classier than that. Whatever arrives here needs to continue to set our community apart from others. I would prefer high end shops/ retail but not to the extent that Dillon Road becomes like Boulder streets.
Anonymous 11/06/2018 03:35 PM	The old Sam's could be turned into a community hub of small restaurants and local shops, kind of like Avanti in Denver. There's so much parking, making this an awesome hang out place might even ease some of the parking issues downtown is facing. Heck, work with RTD to run shuttles from here to Main & Pine so you can hop in here, shop around at little stalls, grab an appetizer, then head downtown for dinner & drinks. Kohl's is also dying; having something that I actually wanted to go to in that space would be great. Cheap/campy/silly movies, an indoor glow-in-the-dark mini-golf joint, or a year-round indoor farmer's market (yes, I know we live in Colorado, but there are lots of artisans around who make cheese or soap, chickens still lay eggs, etc.). Either spot having a health/fitness/spa thing going on would be awesome; the options in this area are limited because the community center is so great, but it also means everyone in Louisville is always there and it's crowded as heck. This whole area is wildly important to me because I walk to Safeway all the time; I want to see it revitalized and successful and cared for. There are hotels just across Dillon, so having some options available for visitors to see what Louisville really is would be awesome, too.
Anonymous 11/06/2018 04:00 PM	Opportunity to create a gathering place
Anonymous 11/06/2018 04:14 PM	A place that the community can gather to get food shopping and coffee.
Anonymous 11/06/2018 04:21 PM	It seems like the space should be split into smaller lots/buildings. I'd like to see mixed dining/shopping/entertainment in this space, perhaps an indoor market like Denver's Central Market.
Anonymous 11/06/2018 04:44 PM	Places where kids can go play, parents can shop/eat/drink, local artists/entrepreneurs can sell things in small booths, and all within one building but with multiple sections. There are a ton of "startup" entrepreneurs selling things at farmers markets, fairs, etc. that would LOVE to have/rent a booth for a weekend or month and have a chance to market/sell (Brass

Armadillo and Lafayette Flea Market are good examples but those are antiques, not artisanal). All the while, kids could be in a game room, playing in a jungle gym style area, or maybe even bowling/laser tag. You have to bring everyone together and get a sense of community because everyone is there interacting. Make it like the bazaar in Istanbul (in terms of experience, not decor). There's a reason that places like The Source, Zeppelin Station, Milk Market, Denver Central Market, and others are booming. Except those places only apply to adults. Up here you have more kids that would need an outlet in there too. There's nothing in Boulder so people would be inclined to come up if it was something worth visiting (summer AND winter). I think about Acreage. It's in the middle of nowhere but still gets a ton of people there nightly. It's because it's an attraction. Chains aren't attractions. I'm also thinking of the

Anonymous
11/06/2018 04:57 PM
Could you rephrase the question please?

Anonymous
11/06/2018 05:01 PM
whatever

Anonymous
11/06/2018 05:14 PM
Making it viable for the residents and the businesses

Anonymous
11/06/2018 06:55 PM
Opportunity for mixed use- residential (affordable for Seniors or down sizers under $500k) gathering spaces, food, sports field

Anonymous
11/06/2018 07:39 PM
Park, offices

Anonymous
11/06/2018 07:43 PM
The Sam’s Club property

Anonymous
11/06/2018 08:15 PM
Adding housing which is in demand instead of adding amenities that are available in town or very nearby.

Anonymous
11/06/2018 08:20 PM
Retail stores, restaurants. Make it like another old town area - community events, great place to hang out.

Anonymous
11/06/2018 08:29 PM
Mixed use neighborhood based food and entertainment related uses

Anonymous
11/06/2018 08:35 PM
We could use a sporting goods store.

Anonymous
11/06/2018 08:36 PM
indoor tennis courts

Anonymous
11/06/2018 08:49 PM
Make it mixed use, dense enough to be viable, and include residential. I live nearby and I want that! Please think outside the "No residential/No density" box!

Anonymous
11/06/2018 08:53 PM
Sams Club

Pete 11/06/2018 09:24 PM	Large scale redevelopment that's mixed use and walkable. Close proximity to RTD BRT gives good connectivity to Denver/Boulder!
keith 11/06/2018 09:30 PM	Activities - things to do with an emphasis on open, outdoor and family
SSN 11/06/2018 09:38 PM	Livable multifamily housing close to transit (BRT on 36) - make it a walkable, livable, modern space where folks can live/work/play without getting needing their car; transit connection to BRT on 36
JoyP 11/07/2018 07:25 AM	A Legoland Discovery Center (along with higher-end retail and restaurants similar to 29th St mall) may really do well and is lacking in tbe Denver Metro area
debritter 11/07/2018 08:09 AM	Transforming the area into a pedestrian friendly retail area would help encourage the community to gather and use the services in the area. Add some green space. Small retailers and restaurants would be good. I don't support a hotel.
Justin Schrader 11/07/2018 09:56 AM	We would love to see an organic quick serve restaurant.
Jenny 11/07/2018 10:54 AM	I see a big opportunity for a good grocery store - Trader Joe's would do very well. Also, wellness and fitness stores could be very successful. I also think that a nice coffee shop / bagel store could do very well like the Brewing Market in Lafayette. A nail salon could do well with a massage place next to it.
amom 11/07/2018 11:45 AM	Food and beverage sites. Gym would also be nice but they may need a specialty gym (ex: rock climbing) since we have a nice new rec center to compete with.
bigalieck 11/07/2018 02:13 PM	Maybe a hotel or new movie theater would work well there? Or a gym that opens earlier than the Rec Center. Or a gym that offers something unique other than what the Rec Center offers, like Orange Theory, or Cross Fit, or a climbing gym.
Juli 11/07/2018 04:29 PM	Mixed use space...retail, office, restaurant, entertainment
Ryokin 11/07/2018 05:24 PM	Mixed use development with entertainment/ retail / small business offices with shuttle to Park N Ride
Kelly 11/08/2018 09:00 AM	Not enough food options
mb 11/08/2018 10:13 AM	A well designed mixed use entertainment/shopping/restaurant area similar to what Longmont did to the old Mall area. Outdoor seating area, play equipment for kids and just an all-ages location with something for everyone.
Louisville lady 11/08/2018 11:45 AM	A more pedestrian friendly retail and dining area (like Main Street in Louisville) but near McCaslin and Highway 36
CBV 11/08/2018 12:14 PM	lot more traffic through that area would increase patronage

Rami Cohen 11/08/2018 12:55 PM	Either make it a public area where people can come together, or make it residential. I am sure the businesses in the area would appreciate the extra traffic in either case.
Allison S 11/08/2018 01:25 PM	Entertainment or restaurant, redeveloped into niche stores
Louisville mom 11/08/2018 02:30 PM	The former Sam's Club site. We use the other stores and services a lot, expect for the banks.
Maryan 11/08/2018 03:17 PM	Entertainment center that appeals to families during the day and early evening with an adult-only with a bar for the evening/night time. Performance and game space, like rock n Bowl in New Orleans.
Amy 11/08/2018 05:01 PM	Entertainment that appeals to an entire family...including young kids such as mini golf or bowling.
No 11/08/2018 06:03 PM	A mix of restaurants and artisan goods. Breads, cheeses, wines, music...
Teresa 11/08/2018 09:06 PM	maybe transforming part of the parking lot into a park / gathering area? kinda like the splash park on south public rd in old town Lafayette or next to the whole food in boulder. restaurants that have outdoor seating?
Leslie 11/09/2018 10:59 AM	We have ample, free parking and easy access to 36.
Steve 11/09/2018 11:04 AM	once Kohl's move (which they will), tear down Kohl's and old Sam's club, replace with mixed use including outdoor areas/parks/open space
habacomike 11/09/2018 11:05 AM	Innovative market niches. Things such as indoor ski experience, air sky diving, etc. Maker space.
nm 11/09/2018 11:05 AM	housing
John Bolmer 11/09/2018 11:07 AM	Something to generate sales taxes, which would not include service companies. There are enough hotels. restaurants, other shops.
Scott 11/09/2018 11:08 AM	I think there’s an opportunity to bring innovation in food and beverage here such as international cuisine + local chef driven restaurants. More people are eating out than ever, and more people are food explorers. I also think a book store such as Boulder Bookstore or Tattered cover with a cafe to drive traffic is a great opportunity. And there’s the obvious need for more housing. So a mixed use environment would be exciting.
Jkat525 11/09/2018 11:12 AM	I’d love the Safeway to be mre robust - like the one pn 28th in Boulder. We go to other Safeway stores. Also dining and entertainment. I realize the issue of draining downtown business, but we would choose this location if parking were reasonable.
Fordcokid 11/09/2018 11:12 AM	Senior housing, park, decent grocery store. No big boxes. Make the area walkable, similar to a little community within the community with enough good retail to offset the tax loss of Kohl’s should it be closed.
Mark Dondelinger	It’s a great location. Put in something other than a church.

11/09/2018 11:13 AM	
CB 11/09/2018 11:21 AM	Unique stores, green space for relaxed shopping
andrewthak 11/09/2018 11:24 AM	The "collective" approach, with unique offerings and a community gathering place separate from downtown Louisville. Typically collectives have one anchor restaurant, smaller/artisan food options (bakery, desserts, coffee), food trucks, brewery/tap room, music, activities. Another big box retailer or grocery store would be a waste of space. There are a lot of people nearby, it's convenient to 36 and unique/changing offerings would bring in people from other communities as well.
Eajudd 11/09/2018 11:25 AM	Mixed use development- definitely some residential on site
B Eller 11/09/2018 11:27 AM	Put is shops that require browsing and interaction, so they're not affected by ecommerce. Anything with learning opportunities for families.
Ala Hason 11/09/2018 11:32 AM	Redevelop Sam's club Box into mega food-court type with open courtyard in the middle. Stage for performance for music. With fireplace. Small ice skating ring during the holidays, etc. Not Mall Type food-court!!! But more like casual dinning restaurants (similar to downtown Louisville)
Anonymous 11/09/2018 11:35 AM	Grocery, Goodwill, clothes, entertainment all in one place
Brian 11/09/2018 11:43 AM	Walkable, open air retail and smaller, integrated resturants, some housing. No large box stores. Replace large parking lots. Integrate post office.
karen 11/09/2018 11:46 AM	I think a outdoor live and work option would be the best use of this space. Housing is a huge need.
Rick 11/09/2018 11:47 AM	The old Albertson's/Safeway is an tired looking supermarket. I newer superstore like King Soopers originally announced would be great competition. We shop outside of Louisville due because of that. We have a poor representation of upscale restaurants in Boulder County such as Seasons 52, White Chocolate, McCormick Smicks etc. Existing restaurants such as Murphy's and Carrabas are ok sometimes. All the nicer restaurants are downtown Denver or South of Denver in the Park Meadows area. NO RESIDENTIAL OR MULTI FAMILY IS WANTED. Get tax revenue or tear it down and build something you can shop and walk around.
BAllen 11/09/2018 11:50 AM	Check out Rayback collective in boulder...really cool place that would fit nicely where the Sam's Club is.
Terri 11/09/2018 12:12 PM	Location - close to highway
m48martin 11/09/2018 12:18 PM	Mixed use retail and office. Likely an opportunity for a smaller hotel given location, but might not be big enough to accomodate.
Lawrenceboyd 11/09/2018 12:25 PM	More bistro like restaurants, smaller boutique shops and a whole foods, perhaps a nice fitness center. No big-box retail .

None 11/09/2018 12:29 PM	Mix of food & beverage with unique entertainment spanning generations—don't need another movie theater—as well as some office spaces & services that bring in clients—salon/spa, Pilates studio, music & art instruction, and enough parking to make it easy for customers.
WEC 11/09/2018 12:50 PM	Revitalize the area, small locally owned businesses and restaurants, bookstore, etc.
coreyhyllested 11/09/2018 01:00 PM	Improved diversity and density of options could create a community space. There are a few options in the area; two banks, a gas station, cleaner, and a few food options separated from Kohls, USPS, empty SamsClub, and Safeway -- by a giant, empty parking lots. The big box stores and USPS are also spread out. In the 8 years living in Louisville I've probably seen 10-ish people walking between these giant buildings. Retail is changing. Its becoming more of an experience and service oriented (e.g. Apple Store, Barnes + Noble, etc) Creating a space where people want to hang out is great. Then allowing (but perhaps helping) the market find what will cater to Louisville and surrounding area residents. It's hard given the disconnected buildings. I've often thought about creating a food truck park to help make it more of a destination. And then, similar to Denver's Union Station; provide a community space surrounded by food, bars, smaller retail venues, and services. The challenge is there is very little office space near by to keep constant foot traffic. Which I could be solved by dense residential or better for the city... office space.
NA 11/09/2018 01:05 PM	Furniture and Home Goods Sales
patrickosu 11/09/2018 02:30 PM	restaurants and family friendly activities. Entertainment and education -- maybe a theater geared towards live podcasts.
todd gleeson 11/09/2018 04:01 PM	Sporting goods, REI, etc are not well represented locally Mixed small retail, gallery, office and residential seems to fit our neighborhood Look at Aspen Grove in Littleton as a viable model of small and midsize retail
ellenvallee 11/09/2018 04:58 PM	Sam's club building
janet 11/09/2018 07:30 PM	Boulder prospered by going green with open areas etc which increased property values. I am not sure going totally commercial is the best idea. My niece recently moved for CA to the area and looked at but did not move to Louisville because it was too suburban and the "mall atmosphere" of O area was not attractive. She was looking for fun things for kids and "strolling areas" (bakery, bookshops, coffee shops plus greenery)
l997720 11/09/2018 11:21 PM	fitness, restaurant, niche/specialty grocer (Trader Joe's)
carolncolo 11/10/2018 05:06 AM	Walmart is extremely successful and I think it would be successful for that location
jgwalega	Would be a good spot for a King Soopers

11/10/2018 03:53 PM

dmwalega
11/10/2018 04:02 PM
Garbanzos Restaurant, Wendy's

amygcasey
11/10/2018 04:31 PM
Community cohesiveness

Doug Johnson
11/11/2018 07:08 AM
The sams club property has been vacant for a long time. Any type of a thought out development plan would be a step in the right direction.

Ryan Korte
11/11/2018 09:23 AM
technology office space. Something similar to the atmosphere of Industrious (Boulder) or WeWork. I chose hospitality but only for restaurants. (we don't need more hotels in that area with the others nearby.

SMcMahon
11/11/2018 09:37 AM
Biggest opportunity lies in creating an alternative to Louisville Main Street. That area is populated by families with small kids and difficulty finding parking. Ideally, this site would work for residents of all age groups, easy to get to, to park, and provide unique retail and eating establishments. Benches for sitting outside, and offers including, for example, food truck parking, bakery, coffee shop, hand-made soaps, repairs, flower shops, etc., at good prices. If pricing isn't good or the products not unique, the establishments will fail. Customers will go elsewhere or online if there is no compelling offer here.

fredeller
11/11/2018 11:07 AM
I do not think another strip shopping area is needed. A walkable development that would be fun with speciality shopping might make sense. Outdoor stores such as REI with selected activities for both indoor and outdoor might create traffic. There are not many places to go during bad weather- Copper Mountain's Woodward's activity center has a lot of different activities that might be interesting to look at.

Amasin
11/11/2018 11:13 AM
Community support

Carolyn H Anderson
11/11/2018 03:18 PM
We need Kohl's to remain. There are already plenty of hotel/motel rooms here, the food/restaurant capacity is about maxed out, I would think. NO BIG BOX stores needed, they are all failing...I would prefer to see no additional retail facilities. There isn't enough business for them. I would not shop at them.

dl00kner
11/11/2018 04:23 PM
Multi-use space with the brewery/beer garden as the draw to the new surrounding retail/services.

jmcquie
11/11/2018 04:50 PM
Address the term of the 65-year covenants. They have been in place for 25 years now. The American business landscape is very different than it was 25 years ago (for example, take a look at which companies are in the Dow Jones Industrial Average now who were there 25 years ago). There is no reason to believe the pace of change will slow in the next 40 years, constraining the ability of the city to maximize tax revenue.

PhyllisMP
11/11/2018 05:05 PM
Not retail per se but something everyone needs all the time. A large grocery store. Whole Foods is too expensive , Target does not have a complete selection, and Safeway is small and has little organic.

cherylmerlino
11/11/2018 05:24 PM

It would be great to capitalize on Colorado's great weather by putting an outdoor mixed use mall on the site--which in turn would maximize sales tax revenue, while staying away from big box retail and offering smaller retail, services, restaurants, etc.... As previously referenced, please take the time to view this website as an example: mytownsquarelasvegas.com. This project was well planned and executed perfectly (in the town of Las Vegas where this project had stiff competition!!). I didn't notice in the study if the Post Office is considered to be part of this parcel, but it could be relocated to the far side of the property where Kohls is now, or incorporated into the new plan. We visited the Town Square in Las Vegas on a recent visit and were amazed by it. They did have a Whole Foods as an anchor and a theater, which Louisville/Superior already has, so maybe spicing up the Safeway and adding either a hotel where Kohls is now would work and having the small retail, services, restaurants, etc be where Sam's used to be would be great. A hotel where Kohls is would bring in substantial tax revenue and with CU only 6 miles away, I feel sure a new hotel in Louisville would attract people from Boulder and from Broomfield. I understand there are long-time restrictions for the site that would need to be lifted or altered in order to build and grow the most focal/viable area of Louisville (not to mention the convenience to Highway 36 which will only continue to attract people to shop, dine, and use services in Louisville -- as Boulder's rampant growth continues to ruin that city). As Boulder continues to allow growth there, which stifles traffic, a logical place for people to gravitate to is LOUISVILLE!! Superior absolutely ruined its infrastructure with their town center, so PLEASE DO NOT do anything that Superior did!! It's awful (including the drive into the town center with narrow parking and inconveniently located parking garages). Their roundabouts are awful, and frankly, it does not look very good, either. The residential buildings are awkward and unwelcoming. I know it's not finished yet, but this was not a well thought out project in the least. With a few parking structures (maybe on the other side of the Post Office on the Sam's side) and carefully laid out plans so people can also park on the streets, Louisville's McCaslin Mall could be even better than the 28th Street Mall in Boulder (which isn't great, either.... so, again, please take a look at the website for the one they did exceptionally well in Las Vegas at the Town Square). I have talked to Dennis Maloney about this, as well. He has been great during this entire process, open to new ideas and suggestions he can share, and with follow up and feedback. I really appreciate his service to our community!! Please feel free to call me: Cheryl Merlino (303) 604-0600 Email: Cheryl@ppp.jobs

camillefowles
11/12/2018 11:24 AM

Food and entertainment

hellosherry2
11/12/2018 12:55 PM

We need to have complementary businesses and activities that attract the same demographics. Ie— store, indoor entertainment for kids, bowling alley, hair salon for kids, fountains to play in, for adults—bookstore, wine bar, spa, hair salon, art movie theatre, shops like in Stanley market place, boutiques, exercise/ yoga places, chocolate shop, bakery. The key is having high quality

	businesses that provide goods and services that you either can't get online (haircuts) or that offer a superior experience . It would be SO AMAZING if we could get the Tattered Cover to come here. Unique business with a track record of steady success. Please keep the post office and grocery store-super handybto have in walking distance. Make it a beautiful place where people want to come and are invited in, not just a transactional station.
bpaxton 11/13/2018 07:35 AM	One big advantage this site has is the close proximity to US-36 and the ability to attract out of town visitors. Unique restaurant and work spaces could draw more regional guests.
aeromarkco 11/13/2018 07:36 AM	Turn it into mixed use with residential and retail but keep open space (parks) for folks to walk, ride their bikes, etc. We need ample parking and/or public transport from the rest of Louisville. A bus line running down Dillon and McCaslin and S. Boulder would help
shoe23 11/13/2018 03:10 PM	Changing the layout to be less 1980s to be more more modern will hopefully reinvigorate the area.
Sarahzauner 11/13/2018 03:20 PM	Restaurants, yoga/Pilates, higher-end fitness, cooking classes.
wielandlisa 11/13/2018 03:23 PM	i think there is an opportunity to redesign this to have walkable, parklets ' an 'outdoor mall' type of shopping experience where you can park here and there, but walk around and there is grass, trees, tables and chairs to sit at and eat or talk to friends or on the phone. access to the bus stop that is safe, the area should be well lit and friendly.
Laura Adams 11/13/2018 03:45 PM	Create something like The Source in Denver in the former Sam's Club
Benn8895 11/13/2018 04:34 PM	Where the old Sam's Club used to be.
cynthswift 11/13/2018 05:06 PM	Mixed use, kids friendly restaurants and retail (also open work/collaboration spots).
rubellite11 11/13/2018 05:39 PM	Break it up into smaller parcels and put in some decent retail
julialeslie 11/13/2018 08:42 PM	The immense size of Parcel 0 is a great opportunity to bring in a range of businesses and services instead of limiting to just one big-box store. A diverse range of businesses and services will attract a broader range of consumers. The Stanley Marketplace in Aurora has proven to be very successful because of its community-first approach and unique way of showcasing local businesses. Louisville prides itself on its small-town charm, and by bringing in a mixed-use, community-centric marketplace, it reinforces the charm and community ethos that we appreciate so much.
AlisaG 11/13/2018 10:30 PM	I think the old Sam's space could be turned into a food hall or something like Stapleton now has
Kara.rigney 11/14/2018 01:30 AM	Large retail space is dying and has been taken over by virtual sales. Abandon the retail approach. Please don't add more multi-family housing. Broomfield is taking care of that need. We are in the center of an

international elite athlete community in Boulder County. Attract a commercial organization to build athletic space (preferably an indoor Olympic sized pool facility) to support training demand and to host competitions (much like the Veterans Memorial Aquatic Center in Thornton). The currently empty retail space could be transformed to meet the demand from local swim teams including high schools and the Louisville Dolphins as well as swimmers and triathletes in the area. The Rec center and Memory Square could be preserved for seniors and truly recreational swimming. Neither facility (even with the recent improvements) is well suited for serious swimmers.

CharlieEaly
11/14/2018 01:17 PM

Need to build a version of The Orchard Town Center in Broomfield (I-25). A mixture of retail, food, services (ATT, for example) that are in smaller retail pads or sets of retail pads. Smaller individual buildings, retail pads can be easily adjust for tenants that will come and go. Needs to provide an atmosphere where people will park and walk from store to store (nice sidewalks, kids play areas, music (audio speakers), a firepit seating area

jensmith78
11/14/2018 02:20 PM

I see the biggest opportunity being to create something unique and out of the box. Given that large retail space seems to be falling out of favor - a marketplace concept for local entrepreneurs would surely serve a community need and create something new that would attract visitors from surrounding communities.

Alex G
11/14/2018 05:10 PM

There is a great opportunity to change this area from a dated car-centric area to a forward looking multi-modal area, and to balance the west end of the City with the dynamic character of the City's historic downtown. This could be the first part of a larger effort to make the McCaslin corridor more hospitable to multi-modal travel. Create new bikeways and expand and re-route existing sidewalks to safely bring people to this area. Doing so would not only make it a desirable location, but it would also help bring more traffic to existing businesses. Connections to the US 36 Bikeway, RTD station, Coal Creek Trail and other non-vehicular paths should be a priority. Blending public and private infrastructure would create a conducive environment for a farmers market (year round with a conditioned space), concerts, athletics, etc. This would also be a good opportunity to address the lack of senior housing--especially attractive with the close proximity to a grocery store and other businesses. Adding green spaces, parks, trees, a plaza and even something like a smaller scale Stanley Marketplace would make it a desirable location for several demographics.

jan scrogan
11/15/2018 04:36 PM

Need commonly used businesses so our taxes don’t all go to Superior and Broomfield.

wb
11/15/2018 09:33 PM

Provide a facility that includes a community resource such as a health facility, performing arts center, or a combination of small retail.

Mbb
11/16/2018 08:32 AM

An opportunity for a community asset such as a multiuse film & arts center, studios & cafes.

Mira
11/16/2018 01:51 PM

With so many families in the region, I think having a mixed use, hangout space for drinks and decently priced food would be welcome.

drpwsmith 11/16/2018 02:54 PM	Small Local Business
Malexander 11/16/2018 04:18 PM	Kill big noxes and create a new pedestrian neighborhood. Be bold and visionary.
L.A.Cox 11/16/2018 05:00 PM	If the constraints can be broadened, then there are some great options. The other challenge is there is no "There" there. A sense of place needs to be created, not just building another strip mall with chain restaurants and stores. People want to have an experience when they are deciding where to spend their entertainment dollars (food/beverage). Consider placing parking on the perimeter of the retail/restaurant space with the stores & restaurants situated on a square or public space that is still open to the Flatirons view. Make sure to include outdoor seating at the restaurants as well as rooftop tables/seating. This would be a definite draw, as there are only a few places in all of east Boulder county where rooftop seating is an option (Waterloo & Stem). Include a chef oriented restaurant with attention paid to the design and atmosphere - Ex. Hickory & Ash in Broomfield, built in a new shopping/retail center similar to this parcel). As well, to address the change in retail bring in shops that fill the niche where one needs to feel, smell or taste the product (specialty butcherie/cheese shop, loose tea w/tea room, high-end specialty florist (weddings/events = tax $), organic bath and skincare/make-up, . Include some options that are not filled by the new rec center - Pilates studio with equipment, a pottery studio with classes/parties. Include an area for food trucks situated around tables and outdoor entertainment (corn-hole, lawn bowling/croquet, giant chess). Attention to design, lighting and landscaping to create a space that creates a sense of community and "place" where people will want to visit and linger. Soon there will be a lot more options in the area - right across 36 with Superior's new shopping center, Westminster's planned mixed-use development. Let's try to attract those tax dollars here, as well as give the citizens on this side of Louisville somewhere they can walk to that will also be an addition to all the wonderful things going on in downtown Louisville. This quadrant along McCaslin could really become another draw to the city with commitment to the right design and occupants.
nancybigelow 11/17/2018 08:41 AM	Attracting businesses that don't compete with Amazon.
perk1000 11/17/2018 08:43 AM	Things that are not affected by internet businesses. Small "ma & pa" shops can't compete.

(137 responses, 6 skipped)

Q4 What types of development would draw people from the NEIGHBORHOOD to shop, eat or drink here? Be specific?

Anonymous 11/05/2018 02:33 PM	Laser tag, car racing, gym, mini-golf, some sort of entertainment that would be a draw. We don't need any more fast casual food chains, or banks.
Anonymous 11/05/2018 03:07 PM	Great food with boutique retail. Joint events such as markets, open air cinema, ...
Anonymous 11/06/2018 10:29 AM	Entertainment and food.
Anonymous 11/06/2018 10:38 AM	It's not clear whether that area can effectively support more traditional retail space. I think that going to more of a mixed use development (housing and office) is probably going to be more effective in the long run.
Anonymous 11/06/2018 10:47 AM	Not much hat wouldn't cannibalize the the existing neighborhood retail along the corridor. We are already well served with a good dry cleaners, pharmacy, banks, auto service, liquor store, coffee shop, etc. Sam's wasn't a neighborhood retail center. Neither should its replacement be one.
Anonymous 11/06/2018 10:49 AM	spa (no gym, don't want to pull revenue from rec center), small, unique restaurants (think Moxie, lucky pie/sweet cow), unique bar (no chains), small alternative movie theater (Indy), bike repair and ski repair (no intrusive repair shoes, i.e., no car repair), boutique clothing stores
Anonymous 11/06/2018 10:57 AM	Fitness (yoga, functional fitness), craft brewery/brew pub, distillery, bakery, fast casual food, bike shop with coffee bar (the new "biker bar" concept), escape room, boutique/lifestyle hotel.
Anonymous 11/06/2018 11:02 AM	Trader Joe's, Mountain sun,
Anonymous 11/06/2018 11:05 AM	Children's entertainment Home improvement Food trucks Green space
Anonymous 11/06/2018 11:11 AM	Neighborhood shoppers want places to meet up with each other with beverages, meals, relaxing in green spaces--anything that brings us together within walking distance and keeps us from having to travel far from home for our basic needs.
Anonymous 11/06/2018 11:20 AM	One stop shopping - coffee/books/craft beer + wine and fine food.
Anonymous 11/06/2018 11:26 AM	Good food and beverages, spaces to gather together. Businesses that help citizens improve daily living neds. Mixed use areas surrounded by green spaces linking it to our public transportation and biking and walking enthusiasts.
Anonymous 11/06/2018 11:29 AM	A variety of options.Like the Milk Market in Denver - an upscale food court... Or a food truck destination like the Rayback Collective in Boulder
Anonymous 11/06/2018 11:31 AM	farm to table restaurant, organic restaurant, brewery, community space

Anonymous 11/06/2018 11:32 AM	A restaurant would do it. Walkable from lots of businesses. A hotel serves the visits of offices in the neighborhood. A retail option is a toy store.
Anonymous 11/06/2018 11:38 AM	A good mix of modern, healthy Restaurants, brew pubs, etc with outdoor patios for the warm months connected by a "Village Green" where people would enjoy hanging out (fire pit, water fountain, kids play area, etc) and seasonal events could be held (farmers markets, live music, brew fest, etc).
Anonymous 11/06/2018 12:02 PM	Wow...I thought I just answered that question. A charming, tree filled park, with a fountain for kids to play in, a nice sidewalk winding through the greenspace, surrounded by great cafe's with outdoor seating. But now this is getting annoying, because you've basically asked the same question 3 times.....
Anonymous 11/06/2018 12:25 PM	Family friendly restaurants with good healthy food, a smoothie/juice bar (something like Wonder on Pearl), a place to sit outside and hang out.
Anonymous 11/06/2018 01:22 PM	* Micro brew or pub like Gravity brewing or Growler USA. * open air market on weekends * game or hobby store
Anonymous 11/06/2018 01:28 PM	Unique restaurants like Thrive and Oak in Boulder, Watercourse Foods in Denver, Glacier ice cream in Boulder always has crowds in summer, specialty foods, boutique clothing, gifts, cooking, painting and/or photography classes. Enough already with the breweries and chain restaurants. Add a gated area for humans to watch their dogs play and kid activities like Dartmania in Englewood and/or a splash and rope climbing park like Centennial Center or Westlands Park in Greenwood Village, Warrior Challenge Arena (Broomfield) or Virtual Realty Arcade (for older kids) and it will become a family gathering place.
Anonymous 11/06/2018 01:36 PM	Specialty stores like you find in the SF marketplace and other cities in the states and around the world. Cheese monger, chocolatier, fruit & veggies, wine store, pastry shop, organic food store, tea shop, coffee shop, florist, handmade candles, specialty jam, lotions, etc. Then ethnic and regional restaurants/cafes with limited seating at some. We are such a melting pot that this could be a really cool way to learn about different cultures.
Anonymous 11/06/2018 01:37 PM	Casual dining, outdoor walking paths, ice cream!
Anonymous 11/06/2018 01:44 PM	Intimate local farm to table restaurants and cafes. Park space/playground (like the new Lafayette Silver Creek neighborhood playground). Gym space like Pure Barre. Some boutiques. Brewery pubs/distilleries like what is opening more in lafayette.
Anonymous 11/06/2018 01:45 PM	Locally owned shops and restaurants. The ability for people to walk from local neighborhoods to eat, play, shop.
Anonymous 11/06/2018 02:38 PM	I Believe it Hass to have a contiguous and very consistent look and feel whether his old architecture or new contemporary architecture. Small little boutique and food kiosks Combined with small little condos or apartments can bring a feel of ownership for both the community surrounding it in outside people coming in.

Anonymous 11/06/2018 02:48 PM	Service industries obviously won't. And we already have a mediocre theater that claims to be a Boulder theater by its name. That alone bothers me that it ever got past city council. I want Louisville to continue to separate itself from other towns, to offer high end goods and entertainment. Please no more low end box stores.
Anonymous 11/06/2018 03:35 PM	A small set of specialty shops would be great - a butcher shop, bakery, produce stand, etc. They each do one or two things amazingly well, instead of doing a little of everything kinda okay. Entertainment options (as mentioned in a previous answer) would give me more reasons to get out of the house when another hike isn't going to work and I don't want to eat any more. I, personally, really miss the hang-out spot - in my hometown it was a tea shop that had couches and old/classic video games. Having a place that had space to play tabletop/board games, hosted video game competitions, served some light food (some of which isn't fried), had knitting club sign-up, and other fun-but-harder-to-monetize activities would be STELLAR.
Anonymous 11/06/2018 04:00 PM	Other retail , boutique shops
Anonymous 11/06/2018 04:14 PM	Local restaurants not chains, water feature for kids to play, a place that plays live music, maybe a good wine bar, high end retail
Anonymous 11/06/2018 04:21 PM	Restaurants, spa, service, or local goods market.
Anonymous 11/06/2018 04:44 PM	A moderately priced place to get a quick meal where I don't have to sit down and tip a waiter. I'd also go if I knew I could get quality vegetables/spices/other food for home. I'd also go if there were good beers on tap and cocktails to be made. I want options where if I go with my wife, she can get noodles while I get hot dogs and my friend has pierogies and his wife gets tamales. Then we all meet at the central area to eat and drink while watching a local jazz band play the night away. When I have kids, they can play in the side areas until 10PM when I know it becomes adult only and the jazz band cuts it loose on the flute for a couple hours. Me personally, if I knew that my favorite salsa/hot sauce vendor was there, I'd be going there once a week to restock. If a local brewer sold his famous concoction in a booth, I'd go there weekly to buy it. Or if the guy on the Oh Oh Facebook page that smokes pork shoulders showed up every Saturday morning, you know I'd be there to get some. You roast hatch chiles and make a killer stew? Yep, I'll be by your booth to buy that regularly and maybe try your other stuff too. I live by Fireside Elementary and have to drive down to Denver to find anything close to this.
Anonymous 11/06/2018 04:57 PM	Small specialty shops
Anonymous 11/06/2018 05:01 PM	a great market
Anonymous 11/06/2018 05:14 PM	Same as previously mentioned... something like reading terminal market in philly

Anonymous 11/06/2018 06:55 PM	Smaller quaint eateries, maybe a restaurant with a movie theater (check McMenamins in Portland, OR) another dog park would bring people to shop and eat. Specialty butcher?
Anonymous 11/06/2018 07:39 PM	Something the area doesn't have - food truck lot, something like avanti, craft brewery from local entrepreneurs instead of all chains, something like avanti. Or a new indoor volleyball place like oasis
Anonymous 11/06/2018 07:43 PM	Bike repair, cleaner, old-style barber, microbrew pub with beer garden
Anonymous 11/06/2018 08:15 PM	N/A
Anonymous 11/06/2018 08:20 PM	Ice cream store, Snarf's sandwich, higher end restaurants, boutique shops
Anonymous 11/06/2018 08:29 PM	Walkable, placed base desig of the district
Anonymous 11/06/2018 08:35 PM	Sporting goods store
Anonymous 11/06/2018 08:36 PM	indoor tennis courts
Anonymous 11/06/2018 08:49 PM	The same types of development--and programming--that draw people to downtown Louisville. Create an attractive focal point/gathering spot, surround it with a mix of interesting locally owned uses, make it walkable and bikeable from surrounding neighborhoods (including on the W side of McCaslin) and it will thrive. If it sounds familiar, it is...Downtown Louisville! We just need a west side version! There are no historic structures on this side of town, so make it a contemporary version (taller--with appropriate setbacks and layering--and with mixed use, including residential).
Anonymous 11/06/2018 08:53 PM	Entertainment and food venue
Pete 11/06/2018 09:24 PM	We want people to shop/eat/drink in old Town more than here! Dense mixed use business/residential/fast casual food is the way to go in this area!
keith 11/06/2018 09:30 PM	A giant play structure (day use) within a large grass/park open air amphitheater stage which can be used to host large concerts and outdoor events (tax source)
SSN 11/06/2018 09:38 PM	Hospitality, service, entertainment; other; Please make this a modern development where there are shared green spaces with shops & multi-family housing where folks can gather, walk to a play area, stroll around to shop and dine. NO MORE STRIP MALLS OR BIG BOX STORES WITH LARGE PARKING LOTS. Be creative and think outside the box! This location is perfect for folks to use transit if they work outside of Louisville.
JoyP 11/07/2018 07:25 AM	Legoland Discover Center, or another really cool kid activity along with good coffee (Peet's!)- some nationally know brands. Think like California- if we

	have lots of movement from there we have those customers. Outdoor ped mall like 29th St
debritter 11/07/2018 08:09 AM	Restaurants and small retailers
Justin Schrader 11/07/2018 09:56 AM	Organic local eatery.
Jenny 11/07/2018 10:54 AM	Grocery store, a bike repair shop, some kids places like a bounce house or a ninja studio
amom 11/07/2018 11:45 AM	A space like The Source in Denver - and easy place to visit and have food and drink access easy
bigalieck 11/07/2018 02:13 PM	Locally-owned restaurants, no chains please! Gym that offers something different from the Rec Center. Sports physical therapy, massage, chiropractic, acupuncture Upscale hair salon Cocktail bars/tapas restaurants
Juli 11/07/2018 04:29 PM	Unique, convenience. Pharmaca, shoe store, play it again sports,
Ryokin 11/07/2018 05:24 PM	Creative retail (non-chain or more rare chains) and entertainment (already have a theater) / restaurants. Especially a high end restaurant which we really have none of (farm-to-table, steakhouse, etc)
Kelly 11/08/2018 09:00 AM	Better sandwich and lunch shops
mb 11/08/2018 10:13 AM	A mixed use space that people can bike to and enjoy a few hours of food, entertainment or shopping. Louisville is such a family-friendly spot and we need something over on this end of town similar to the Lucky Pie/Sweet Cow popularity for all ages.
Louisville lady 11/08/2018 11:45 AM	More family friendly restaurants. The area near Dillon Rd and McCaslin has so many marijuana dispensaries, it is not a family environment. I think that is why Noodles & Company closed.
CBV 11/08/2018 12:14 PM	movie theater, we only have cinnebarre near by kids activities, ninja zone type place
Rami Cohen 11/08/2018 12:55 PM	Basketball/tennis/soccer fields, as long as they are free.
Allison S 11/08/2018 01:25 PM	Restaurants, entertainment or any service or retail that has chance of survival. There is already a movie theater across street.
Louisville mom 11/08/2018 02:30 PM	A mix of chain and local eateries. Snarf's, Wahoo's, Anthony's Pizza, an ice cream alternative to Sweet Cow would be great. Mixed entertainment would be good for this family friendly town: large laser tag venue, arcade, bumper cars or something different like that.
Maryan 11/08/2018 03:17 PM	Food Hall with Farmer's market attached. Include informal cooking classes and food demos. Performance space smaller than 1st Bank Center but bigger than the Louisville Arts Center.
Amy	Something like Punch Bowl Social

11/08/2018 05:01 PM	
No 11/08/2018 06:03 PM	Family friendly restaurants/kids play parents eat, good food and drinks
Teresa 11/08/2018 09:06 PM	small locally owned shops... maybe like old town... video game shop? toy/game store?
Leslie 11/09/2018 10:59 AM	I think food and other retail. Recreation will have a hard time competing with the price point of the Rec Center, which is looking great after the renovation.
Steve 11/09/2018 11:04 AM	non-chain restaurants and stores like those in downtown louisville. Downtown louisville is the successful model and there's enough demand/traffic to support both locations.
habacomike 11/09/2018 11:05 AM	Something different than what already is available. See suggestions above.
nm 11/09/2018 11:05 AM	whole foods
John Bolmer 11/09/2018 11:07 AM	Let's not OK something that will drive something else out of business. The area could probably handle another restaurant or two. But why set up competition for Safeway, the Louisville Rec Center or CineBarre?
Scott 11/09/2018 11:08 AM	See previous note. Think: Moxie Bakery, Dushanbe Teahouse, Blackbelly Market, Cured/Boxcar. Also, how about a culinary center inspired by Boulder Foodlab? Further — Ceramic studios such as Color me Mine are a great tanglible (non-digital) way for families to do activities together. Encourage community and uniqueness. Plant lots of trees.
Jkat525 11/09/2018 11:12 AM	Hospitality and adequate parking. I've recently found that okd san's is the only venue on the atra that can accommodate a large event - i have a dream luncheon.
Fordcokid 11/09/2018 11:12 AM	Food/beverage, nice grocery store, health and wellness.
Mark Dondelinger 11/09/2018 11:13 AM	Retail would be best. There are enough hotels and restaurants in the area.
CB 11/09/2018 11:21 AM	Louisvillealready has a movie theater, a renovated rec center, and access to big box stores. Would love to see unique shopping and restaurants, NOT chain stores, ie Tattered Cover satellite store, upscale clothing stores. NOT entertainment center!! Would only bring increased traffic with low spending interest.
andrewthak 11/09/2018 11:24 AM	Unique offerings -- a brewery (an established one like Oskar Blues), artisan food/beverage options, activities that kids can do while parents hang out (bags games, indoor ropes course or climbing area, even a video game arcade would be fine)
Eajudd 11/09/2018 11:25 AM	A better grocery store. Maybe an outdoor store. Maybe some space dedicated to pop up stores/artist shops. Coffee shop etc.
B Eller	Non-franchise and non fast-food. There's a lot of that already.

11/09/2018 11:27 AM

Ala Hason
11/09/2018 11:32 AM
Eat and drink, and entertainment

Anonymous
11/09/2018 11:35 AM
Perhaps a "co-working" firm, such as WeWork, or 'Play, Work, Dash'. This area of Colorado has so many flexible workers and working parents. See story on Sunday Morning: https://www.cbs.com/shows/cbs-sunday-morning/video/08SFHuqMfhFJO8V1Ift0eADdBOJFqd0O/co-working-when-the-home-office-is-away-from-home/

Brian
11/09/2018 11:43 AM
Small, local resturants with no drug busineses. Specialized resturants. Venue for enntertainment, i.e. concerts, etc.

karen
11/09/2018 11:46 AM
Entertainment for all ages, such as movies, bounce houses and laser tag. We also need tutoring centers for our youth. Bike shops to showcase how cool the trail systems are in Louisville. I would suggest more fast places to eat that are not your typical fast food. I do think a few smaller retail stores would work, but it shouldn't be the focus. My plan would be to anchor the grocery store, Safeway, and build around it. To allow this to work, Safeway has to do a bigger remodel. The grocery chain has got to look fresher and place to gather, not just run in and run out.

Rick
11/09/2018 11:47 AM
Flatirons is close enough so bring in retail and dining but upscale. This is an upscale area that I think the locals would support. Boutique shopping for example. How about a nice steakhouse/seafood restaurant like the Landry chain.

BAllen
11/09/2018 11:50 AM
Something like Rayback collective and a couple of nicer restaurants

Terri
11/09/2018 12:12 PM
Unique high quality restaurant - with outdoor dining - organic farm to table Distillery Small shopping area with locally owned shops

m48martin
11/09/2018 12:18 PM
Hospitality, F&B Service Entertainment (not movie, have that)

Lawrenceboyd
11/09/2018 12:25 PM
Look at Longmont's village at the peaks as a great example - with access by bike/walking trail (www.villageatthepeaks.com)

None
11/09/2018 12:29 PM
Quick easy healthy food combined with unique intimate sit down restaurants

WEC
11/09/2018 12:50 PM
Unique shops and restaurants, NOT box stores or chains, areas which can provide a sense of community. Bookstore, Paul's Coffee Shop (KEEP PAUL'S!!!), Trader Joe's.

coreyhyllested
11/09/2018 01:00 PM
Louisville is increasing affluent. Downtown Louisville and Lafayette both have a large degree of creative people. That said, I think more variety of smaller food venues and retail shops. This creates an outlet for people in the community but also creates a unique variety. - Creating a space for food trucks [e.g. Raback collective] creates a "What will be there today?" Mexican, Indian, Egg + Breakfast. I would also think that a place where I can work, grab a bite to eat, and do a bit of other things is ideal.

NA 11/09/2018 01:05 PM	Outdoor Mall
patrickosu 11/09/2018 02:30 PM	fast causal restaurants, convenience retail, butcher shop
todd gleeson 11/09/2018 04:01 PM	I live <1mile away down Dillon. Restaurants, services, clothing, sporting goods, a *good* grocery store would draw my household.
ellenvallee 11/09/2018 04:58 PM	Local restaurants and boutique shopping
janet 11/09/2018 07:30 PM	pleasant environment with covered places to sit in hot weather with entertainment options and things like play fountains like those I saw in Norfolk VA botanical park that are both visually attractive and let kids run around in them. Could have evening light/music shows with fountains as in some places in China Food options not too upscale or expensive but more "charm" than fast food outlets
l997720 11/09/2018 11:21 PM	Family friendly, parking access, cost effective
carolncolo 11/10/2018 05:06 AM	Again, I suggest a Walmart super store.
jgwalega 11/10/2018 03:53 PM	King Soopers
dmwalega 11/10/2018 04:02 PM	Garbanzos Restaurant, Wendy's, King Soopers
amygcasey 11/10/2018 04:31 PM	YMCA. Or food court with a variety of options, meeting space, event spaces. Could include co-working space
Doug Johnson 11/11/2018 07:08 AM	Good quality, reasonably priced goods and services. Give people a reason not to drive to Boulder or Westminster...
Ryan Korte 11/11/2018 09:23 AM	warehouse like restaurant district (multiple vendors surrounding a common open area)
SMcMahon 11/11/2018 09:37 AM	Provide an alternative to Main Street establishments, with an updated look and feel. Different cuisines, maybe have them all share a delivery program to the area? Some shops could appeal to morning customers (coffee, baked goods, breakfast), some afternoon visitors (unique shops, repair), then evening (eateries that can provide eat-in or take-out for couples and families). Louisville is lacking a solid food delivery service - it's always mostly chain pizza or Chinese. If the eateries here offered delivery as a group, it would be appealing.
fredeller 11/11/2018 11:07 AM	I believe I covered that previously
Amasin	A multi use facility. Drives community of all ages.

11/11/2018 11:13 AM	
Carolyn H Anderson 11/11/2018 03:18 PM	We already have more hospitality facilities than comparable cities. The service business you mention can be found elsewhere in town... Small retail shops regularly fail. We do not need manicure shops or spa facilities, we already have them.
dl00kner 11/11/2018 04:23 PM	Hospitality, food and beverage. Would recommend something similar to the Rayback Collective in Bouler.
jmcquie 11/11/2018 04:50 PM	Pretty much any retail use will draw from the neighborhood. I live a 5 minute drive or a 20-minute walk from parcel O and almost most of my neighborhood shopping is done there (groceries, gas, banking, coffee, basic clothing).
PhyllisMP 11/11/2018 05:05 PM	I am specific a large King Soopers wasn't that recommended previously and the neighborhood didn't have a say.
cherylmerlino 11/11/2018 05:24 PM	No "chains", but restaurants, taverns, service shops, a spa, salon, arcade, "to go" and "sit down" types of restaurants that are unique and open-aired in concept (like Sweet Cow in downtown).
camillefowles 11/12/2018 11:24 AM	Service, retail, food and beverage
hellosherry2 11/12/2018 12:55 PM	Inalreday patronize the bank, post office, Safeway, hair salon (fringe)—essential services. I would be drawn to a bookstore, art movie theatre, natural grocer, fabric or knitting store.
bpaxton 11/13/2018 07:35 AM	I think development that is walkable and indoor/outdoor would be successful given the relative busyness of the Friday Street Faire and downtown.
aeromarkco 11/13/2018 07:36 AM	Bike Shop, Micro Brewery, Ethnic Foods, A food court ala high end mix of restaurants. Playhouse,
shoe23 11/13/2018 03:10 PM	Unique food choices. Pedestrian friendly.
Sarahzauner 11/13/2018 03:20 PM	Really hard to tell what is in the lot, how to get there, and where to walk/bike. Need much better and appealing signage, better access points.
wielandlisa 11/13/2018 03:23 PM	a walkable, tree filled space that is inviting with NON brand stores and eateries - no big box / big name stuff. there is plenty of that around. there should be seating and spaces for spending time and walkways to and from each business and eatery. there should be parking at one end and there should be a friendly, safe way to and from the bus stop at McCaslin or even closer in so its not on the main road - tucked back toward the back of the parcel.
Laura Adams 11/13/2018 03:45 PM	Multi use building where with opportunity for pop us shops with local venders can sell. Butchers, flower shops, cheese shop. It would create a community atmosphere for people to gather.
Benn8895 11/13/2018 04:34 PM	Louisville is becoming a tight community. Local will always be favored over big shops. So local restaurants, shops, services offered by people already in the community would fare well.

cynthswift 11/13/2018 05:06 PM	Something with alcohol & food that is kid friendly.
rubellite11 11/13/2018 05:39 PM	I live just behind the post office. I'd love to see small shops, restaurants, Trader Joes, some entertainment. I want to walk to places
julialeslie 11/13/2018 08:42 PM	yoga studio kickboxing studio ** deli ** microbreweries /taprooms dessert spot/ice cream gift boutique clothing boutique new york style pizza laser tag climbing gym indoor kid's bounce studio
AlisaG 11/13/2018 10:30 PM	Gmail friendly restaurants with full bars
Kara.rigney 11/14/2018 01:30 AM	Wellness service businesses (e.g., massage, physical therapy, chiropractic) and health food restaurants can be built around a large pool facility to support customers of the pool as well as the greater community.
CharlieEaly 11/14/2018 01:17 PM	Hospitality, Food and Beverage, entertainment but not a movie theatre.
jensmith78 11/14/2018 02:20 PM	Locally owned, small businesses concentrated in a creative/curated space.
Alex G 11/14/2018 05:10 PM	Coffee shop, restaurants, cafes, coffee houses, small shops (book store, bike shop, etc.), park... The key is safely getting people safely to the area. There are a few senior friendly developments to the east, so a key is to create safe routes to get here.
jan scrogan 11/15/2018 04:36 PM	Food entertainment clothing Draw cu students
wb 11/15/2018 09:33 PM	Gym, spa, local (non-chain) restaurants
Mbb 11/16/2018 08:32 AM	Arts gallery & studios, playhouse theater entertainment, mini-mall small retail.
Mira 11/16/2018 01:51 PM	Trader Joe's or ethnic food store - something other than crappy Safeway; Bar Method/Barre type gym/ brewery with playspace for kids and game area for teens / gymnastics place for kids and adults; Pool hall
drpwsmith 11/16/2018 02:54 PM	Small local business, like Paul's Coffee Shop, park-like corridors, walking mall flavor with central parking area, food beverage and entertainment focus. A grocery store would also be nice.
Malexander 11/16/2018 04:18 PM	Walkable small shops, free recreation, something like sweet cow
L.A.Cox 11/16/2018 05:00 PM	See previous.
nancybigelow 11/17/2018 08:41 AM	Sorry, I don't have any suggestions.
perk1000 11/17/2018 08:43 AM	Restaurants and shops surrounding an open court where summer activities could take place.

(137 responses, 6 skipped)

Q5 What types of development would draw people from around the REGION and drive sales tax revenue for the City of Louisville?

vg19 11/05/2018 01:06 PM	A multi-activity facility such as Dave and Buster's. It's near a movie theater, as is the one in Broomfield. Something with games, laser tag, other active activities would be something that isn't in Louisville, or really anywhere nearby. There isn't really anything like it closer than south Broomfield or very north Boulder.
Anonymous 11/05/2018 02:33 PM	See above.
Anonymous 11/05/2018 03:07 PM	Entertainment destination e.g. Top Golf
Anonymous 11/06/2018 10:29 AM	Enterainment, food and beverage
Anonymous 11/06/2018 10:38 AM	It's not clear whether that area can effectively support more traditional retail space. I think that going to more of a mixed use development (housing and office) is probably going to be more effective in the long run.
Anonymous 11/06/2018 10:47 AM	Office, mixed-use, some service (bike shop, scooter shop) a Pedego E-bike store.
Anonymous 11/06/2018 10:49 AM	Indy movie theater (as people age this becomes more of a draw), unique restaurants and bars. The atmosphere - i.e., park in the middle to have music/events at.
Anonymous 11/06/2018 10:57 AM	The synergy of a business mix is critical - think Union Station and Stanley Marketplace. The architecture and planning will be important to coordinate between businesses and residential type buildings.
Anonymous 11/06/2018 11:02 AM	Trader Joe’s, Mountain sun
Anonymous 11/06/2018 11:05 AM	Man-made beach during summer converting into ice skating in winter.
Anonymous 11/06/2018 11:11 AM	Good food and beverages, entertainmenqt, mixed uses with transportation into the area so that they too would want to live here and support our community.
Anonymous 11/06/2018 11:20 AM	There is enough big box shopping surrounding the location. Though we are pretty weak on sporting goods.
Anonymous 11/06/2018 11:26 AM	Mixed use. Housing will bring in the people who will shop local.
Anonymous	A variety of options.Like the Milk Market in Denver - an upscale food court...

11/06/2018 11:29 AM	Or a food truck destination like the Rayback Collective in Boulder an intimate music venue would be awesome!
Anonymous 11/06/2018 11:31 AM	unique entertainment opportunities
Anonymous 11/06/2018 11:32 AM	A hotel or some entertainment venue (Lego-themed activity park).
Anonymous 11/06/2018 11:38 AM	Modern Movie Theater surrounded by modern healthy restaurants (beyond fast food) and perhaps a health & wellness chain and/or gym (Orange Theory Fitness?) that doesn't cannibalize business from the redeveloped Rec Center.
Anonymous 11/06/2018 12:02 PM	OMG...see above
Anonymous 11/06/2018 12:25 PM	Same as above
Anonymous 11/06/2018 01:22 PM	* iMax movie theater * swimming or other athletic facility * upscale restaurants
Anonymous 11/06/2018 01:28 PM	see above except for residents, pay to park or play at Harper Lake and use the Davidson Mesa dog area, could be a money maker
Anonymous 11/06/2018 01:36 PM	See above. There could also be holiday mart, fall festival, etc. Some of this might seem like it will take away from old town Louisville but things there are really tight for parking and farther from the highway. With it's proximity to Highway 36 the impact on Louisville residents from a traffic perspective would be felt but not so much.
Anonymous 11/06/2018 01:37 PM	Unique shopping and dining. Umm, light rail.
Anonymous 11/06/2018 01:44 PM	Trader Joe’s. All of the above if done well.
Anonymous 11/06/2018 01:45 PM	Niche food that is not chain based.
Anonymous 11/06/2018 02:38 PM	Have an Open Aries it could be more of a field of a downtown Pearl St., Mall or a downtown Louisville at with a little grass areas. It would be a complete half-day or full-day destination place.
Anonymous 11/06/2018 02:48 PM	How many years have we talked about this parcel? Keep the multi family housing elsewhere. We are not mini Boulder..we are Louisville. Laser tag is listed as an option. That belongs in unincorporated Adams County. Not here. No mega church either, please. How about high end art gallery (not a well meaning frame shop). Get rid of the crappy restaurants there. If you want Mexican, make it a good one like Las Delicias or Los Dos Portrillos. Give our awesome. Parma a better location. Etc etc
Anonymous 11/06/2018 03:35 PM	The best thing I can say here is that the things that failed here failed because they're not unique enough and a better option won out. A community hub, a

	row of specialty shops, a restaurant collective, an activity bar... these things don't exist in the area and could satisfy a need that isn't already met somewhere else that's just as convenient.
Anonymous 11/06/2018 04:00 PM	Entertainment , music and art
Anonymous 11/06/2018 04:21 PM	Local goods market, unique entertainment options
Anonymous 11/06/2018 04:44 PM	Same as above, but they'd want to come as there's nothing close to them until you get to Denver. If you build enough attractions and community there, people talk A LOT and will come. Rayback Collective brings people in from all around and they only serve over-priced beers and food truck food. This has to be unique. While you can get tamales anywhere, everyone knows the lady at the Louisville communal place has the best ones. They'll drive for that on a night or weekend.
Anonymous 11/06/2018 04:57 PM	It is difficult to attract businesses with regional draw to this site because those are already in Superior. Home Depot and Lowes are in Louisville but they are disconnected from this site.
Anonymous 11/06/2018 05:01 PM	a great market
Anonymous 11/06/2018 06:55 PM	Outdoor theater? Museum? Look at Waco, TX and all the great things there also Austin. Live music?
Anonymous 11/06/2018 07:39 PM	Something the area doesn’t have - food truck lot, something like avanti, craft brewery from local entrepreneurs instead of all chains, something like avanti. Or a new indoor volleyball place like oasis. Ikea
Anonymous 11/06/2018 07:43 PM	The same
Anonymous 11/06/2018 08:20 PM	Kids play place like a Dave and busters, putt putt, race course, etc
Anonymous 11/06/2018 08:29 PM	The corridor is not positioned well to complete regionally. Focus on creating a mixed use district that is walkable with a placed based Louisville design
Anonymous 11/06/2018 08:35 PM	sporting goods store
Anonymous 11/06/2018 08:36 PM	indoor tennis courts
Anonymous 11/06/2018 08:49 PM	See my comments above. Downtown Louisville draws people from surrounding neighborhoods and the region. Westside Louisville can do the same.
Anonymous 11/06/2018 08:53 PM	Entertainment and food venue
Pete 11/06/2018 09:24 PM	Businesses that can't afford Boulder and aren't as industrial as the tech center. Uber is a great example!

keith 11/06/2018 09:30 PM	a large grass/park open air amphitheater stage which can be used to host large concerts and outdoor events (similar to fiddlers green or millennium park in chicago
SSN 11/06/2018 09:38 PM	Think of all the attributes that get folks to visit downtown Louisville - small walkable streets, quaint, residential housing close to the pool, library, coffee shops, restaurants, ... and try to recreate the attributes on this large parcel of land. It will draw folks from outside the city.
JoyP 11/07/2018 07:25 AM	Trader Joes (is this possible with the covenants?!), Legoland Discovery center or Other well-known kid indoor attraction, unique shopping/dining like 29th St mall. Needs to be *enjoyable* to walk around. Nordstrom Rack?
debritter 11/07/2018 08:09 AM	Specialty shops
Justin Schrader 11/07/2018 09:56 AM	Local micro brewery
Jenny 11/07/2018 10:54 AM	Gyms for kids seem to do very well - Mountain Kids or Xtreme Altitude are some examples. A high end office space or company could also be interesting.
amom 11/07/2018 11:45 AM	A space like The Source in Denver - with samples of beer, food, crafts appropriate for the holidays. Unique enough in offerings that it would be less likely to be driven out by a big box retailer. Also brings a lot of people in for group activities.
bigalieck 11/07/2018 02:13 PM	Hotel Movie theater
Juli 11/07/2018 04:29 PM	Someplace interesting like The Source.
Ryokin 11/07/2018 05:24 PM	The site is too small and the traffic pattern around it too constrained to create a true regional draw. But a high-end restaurant and entertainment would draw customers from the surrounding towns.
Kelly 11/08/2018 09:00 AM	High end restaurants
mb 11/08/2018 10:13 AM	Craft breweries (we really need a Oskar Blues in this town) or small cult food establishments like Snarfs, Torchy's Tacos or something else out of the norm that would draw people to THIS spot.
Louisville lady 11/08/2018 11:45 AM	Some unique shops. Maybe a trampoline park like Sky Zone?
Rami Cohen 11/08/2018 12:55 PM	Something that this area is missing is a good shooting range. Take a look for example at Magnum Shooting Center in Colorado Springs.
Allison S 11/08/2018 01:25 PM	Something original or stellar restaurant
Louisville mom 11/08/2018 02:30 PM	Trader Joe's, probably some kind of trendy gym, a higher end hotel like Embassy Suites.

Maryan 11/08/2018 03:17 PM	Performance space smaller than 1st Bank Center but bigger than the Louisville Arts Center. Include a bar, local coffee shop (Precision Pours?), unique food court
No 11/08/2018 06:03 PM	Open shopping filled with restaurants and specialty shops (breads, cheese, wine, beers, deserts, meats)
Teresa 11/08/2018 09:06 PM	?
Leslie 11/09/2018 10:59 AM	Decent retail.
Steve 11/09/2018 11:04 AM	non-chain restaurants and stores like those in downtown louisville. Downtown louisville is the successful model and there's enough demand/traffic to support both locations. people are already coming from around the region to downtown louisville
habacomike 11/09/2018 11:05 AM	Same as above.
nm 11/09/2018 11:05 AM	hospitality
John Bolmer 11/09/2018 11:07 AM	Perhaps several mom-and-pop local flavor stores and restaurants -- along the lines of Old Town Louisville.
Scott 11/09/2018 11:08 AM	See above.
Jkat525 11/09/2018 11:12 AM	Event center, EXCELLENT restaurant
Fordcokid 11/09/2018 11:12 AM	Auto service, theater, restaurants.
Mark Dondelinger 11/09/2018 11:13 AM	Bring back Sams or another national retailer. IKEA, or Amazon 4-Star. These stores only have one location each in Colorado and they are on the far south side of the Denver Metro area. Bring them North. Beat Broomfield to the punch for once.
CB 11/09/2018 11:21 AM	Upscale and unique shopping and restaurants.
andrewthak 11/09/2018 11:24 AM	Same thing -- has to be unique. They will not come for typical retail, needs to be a communal space. Mixing in residential would be fine too, but there are plenty of people nearby for a unique offering to be successful.
Eajudd 11/09/2018 11:25 AM	? I don’t really know - maybe a year round covered farmers market?
B Eller 11/09/2018 11:27 AM	Jump City or Laser Tag. Woodward ski/snowboard Training Camp (like Copper Mountain). Indoor go-carts or playground for a fee. REI; Trader Joes; Jo Ann Fabrics; "treasure hunt" stores like Home Goods and Marshalls; King Sooper Market; Whole Foods (would they move?); carpet store; kitchen and

	bath store (higher end than Lowes and Home Depot); Christy Sports
Ala Hason 11/09/2018 11:32 AM	Food and drinks with entertainment
Anonymous 11/09/2018 11:35 AM	Mixing work and commerce. Folks work out of Panera, Starbucks, Einstein all day and work.
Brian 11/09/2018 11:43 AM	Will need to comte with Superior development. Louisville is behind the curve.
karen 11/09/2018 11:46 AM	Downtown Louisville already draws people from around the region. Continue to support those businesses. This new development should fill a need for the city of Louisville. If you try to compete with what is going on in Superior, you'll lose.
Rick 11/09/2018 11:47 AM	See above. Going downtown Boulder is nice sometimes but all crowded restaurants. If there was an upscale hotel with fine dining would be nice.
BAllen 11/09/2018 11:50 AM	Same as above
Terri 11/09/2018 12:12 PM	I think the development needs to be attractive and modern and inviting - right now what we have on McCaslin is not very inviting.
m48martin 11/09/2018 12:18 PM	Hospitality, F&B Entertainment
Lawrenceboyd 11/09/2018 12:25 PM	Same as above
None 11/09/2018 12:29 PM	Unique, non chain fresh food restaurants, breweries, or wine tasting combined with some well known quick and healthy chains, Laser tag or paint ball
WEC 11/09/2018 12:50 PM	Trader Joe's, boutique destination shopping & restaurants.
coreyhyllested 11/09/2018 01:00 PM	Great question. I alluded to this with the great sea of free parking. When I spend money in Louisville; I am targeting a specific thing. I drive to Home Depot / Lowes for home improvement. I drive to Safeway or King Soopers or Alfalfas for groceries. I drive to go out to eat. I rarely wander; I do the task and then drive home or to my next errand. However. When I go to the Flatirons mall, Pearl Street, 16th St Denver... I get some coffee. I browse several stores. I may grab a snack or a quick meal with the family. I also do this at Louisville's Farmers Market and the friday night community events downtown. I'm feeling good and want to continue the fun without going somewhere, so we take advantage of the good options around us. But around the region... I leave Louisville when I want to 1) Hang out leisurely and shop 2) Get out of the house all day Creating a micro-mall of sorts would mean people in the region coming to the closest mall that fits; and keeping us locals from leaving to spend money elsewhere.
NA	Miniature golf or similar

11/09/2018 01:05 PM	
patrickosu 11/09/2018 02:30 PM	live entertainment, top rated restaurants
todd gleeson 11/09/2018 04:01 PM	retail, a competitive grocery store, sporting goods, a Kohls replacement
ellenvallee 11/09/2018 04:58 PM	restaurants, bars, entertainment
janet 11/09/2018 07:30 PM	pleasant environment with covered places to sit in hot weather with entertainment options and things like play fountains like those I saw in Norfolk VA botanical park that are both visually attractive and let kids run around in them. Could have evening light/music shows with fountains as in some places in China. If striking enough lots of people come too see and these can be themed to holidays, etc. to draw in viewers who then buy food, souveniers in stalls around etc Food options not too upscale or expensive but more "charm" than fast food outlets
l997720 11/09/2018 11:21 PM	Unique offerings
jgwalega 11/10/2018 03:53 PM	King Soopers
dmwalega 11/10/2018 04:02 PM	Garbanzos Restaurant, Wendy's, King Soopers
amygcasey 11/10/2018 04:31 PM	Entertainment
Doug Johnson 11/11/2018 07:08 AM	Again, quality goods and services focused on the local demographics. Louisviile has evolved into a bedroom community with tremendous buying power. This is based on household income.
Ryan Korte 11/11/2018 09:23 AM	office space, but catered to a specific business segment (technology, medical, or other)
SMcMahon 11/11/2018 09:37 AM	Unique experiences in either food or shopping, or unique repair (i.e. phone screen repair). The only other service/entertainment opportunity not currently found nearby might be a Virtual Reality-based one. Maybe a seasonal offering such as a Christmas Market, Artist Market, Farmer's market, etc. would draw a wider geographic area.
fredeller 11/11/2018 11:07 AM	Covered previously
Amasin 11/11/2018 11:13 AM	Views of mountains. One stop shop for all things for all ages. Unique Colorado companies.
Carolyn H Anderson 11/11/2018 03:18 PM	Food, quality restaurants, not fast food. Perhaps small independent outdoor retailers. No big box stores of any kind.

dl00kner 11/11/2018 04:23 PM	Add entertainment, like live music, to the concept above.
jmcquie 11/11/2018 04:50 PM	Possibilities include: - dining & entertainment (as Downtown Louisville does now) - high-volume brick & mortar retail (as Costco does for Superior) (I think we bet on the wrong retail chain 25 years ago although it is heard to argue with Walmart's success in general) - auto sales and service (if a Boulder dealer wants to leave boulder as the Audi dealership did for Broomfield recently, we should be very receptive to that. We have to drive into Boulder or the near north suburbs of Denver to have our Hondas and Toyotas serviced, so I would class that as Regional retail category
PhyllisMP 11/11/2018 05:05 PM	Are the hotels at capacity ? What about a small conference center. People like to visit Louisville or an Event center?
cherylmerlino 11/11/2018 05:24 PM	Best use is a hotel on the old Kohls land, like a Holiday Inn Express Hotel, with name recognition, or an All-Suite Hotel like an Embassy Suites.
camillefowles 11/12/2018 11:24 AM	Entertainment, retail, food and beverage
hellosherry2 11/12/2018 12:55 PM	Make it stand out as a place that people feel good in going to. Create a scene—Thoughtful landscape and outdoor play areas for kids, calming-maybe a pedestrian zone. A place where parents could bring kids and have numerous things to do—but a gift or toys, look for books, go bowling/venue for birthday parties, clothes for kids, art center (like clementine studio in Boulder) for kids classes, kid friendly restaurants. We need to stand out and go above and beyond to make an impact—we have such a beautiful view and it would be an amazing setting for something that could have a long lasting and reliable draw for people in the area.
bpaxton 11/13/2018 07:35 AM	I think unique and high quality restaurants would draw people to the area.
aeromarkco 11/13/2018 07:36 AM	Costco, Lucky's, Sprouts but be aware that retail may be overbuilt in the area
shoe23 11/13/2018 03:10 PM	Mixed use.
Sarahzauner 11/13/2018 03:20 PM	Ditto. Need a few good restaurants (can we build on a boulder or Denver local chef brand?) and a solid fitness facility. We're a health-minded community and that area is mostly filled with unhealthy food and pedestrian - unfriendly access.
wielandlisa 11/13/2018 03:23 PM	Good interesting food that you could go to before a movie or eat at while staying at one of the nearby low cost hotels -- a lot of people walk over from the hotels and this needs to be a more cheery/pleasant experience than jay walking across the street and being front and center along with a bunch of traffic. I think a bridge from the hotels over to where the Khol's side is would rock for hotel patrons and be safer and really drive people toward the space.
Laura Adams	Look at multi use spaces that are flourishing in Denver i.e. The Source and

11/13/2018 03:45 PM	Union Station
Benn8895 11/13/2018 04:34 PM	If you created an area designed specifically for special needs children you would have people coming from farther away. Louisville has a lot of activities for children but barely if any can cater to special needs kids. This group of children are completely left out in regards to the fun and entertainment in Louisville. And in most of Colorado for that matter. So develop a bounce place or open gym or park that these kids can and are encouraged to play at. Create a place where kids with sensory issues, wheelchairs, motor planning issues, learning disabilities, speech disabilities can play and feel included. There are thousands of kids in Colorado who fall into these categories. Why not take charge and lead the way in being an all inclusive city. I know parents of these children would be more than willing to drive here so that their children can have the same opportunities as other children have.
cynthswift 11/13/2018 05:06 PM	Something with alcohol & food that is kid friendly.
rubellite11 11/13/2018 05:39 PM	Trader Joes, boutiques, entertainment
julialeslie 11/13/2018 08:42 PM	** deli ** microbreweries /taprooms laser tag climbing gym indoor children's bounce studio
Kara.rigney 11/14/2018 01:30 AM	A large, state of the art, pool complex for competition swimmers (not recreational swimming). The facility can be rented for local and large competitions (similar to VMAC in Thornton). VMAC hosts everything from summer swim league championships, to state high school meets, to state and regional meets for USS swimming and water polo tournaments.
CharlieEaly 11/14/2018 01:17 PM	Atmosphere is the key to where people will spend time shopping and eating.
Alex G 11/14/2018 05:10 PM	Restaurants, mid sized grocery store similar to Whole Foods
jan scrogan 11/15/2018 04:36 PM	Food entertainments shopping in general
wb 11/15/2018 09:33 PM	Chain stores and restaurants might draw from around Louisville and the region. But an eclectic mix of small restaurants and shops (depending on the details) might also provide a unique experience that would draw even more people and drive sales tax revenue.
Mbb 11/16/2018 08:32 AM	Unique local arts, museum & retail shopping & eateries.
Mira 11/16/2018 01:51 PM	Trader Joe's / Pool Hall
drpwsmith 11/16/2018 02:54 PM	All of the above.

Malexander 11/16/2018 04:18 PM	Urban farm expo
L.A.Cox 11/16/2018 05:00 PM	See previous.
nancybigelow 11/17/2018 08:41 AM	Walmart, REI, Costco are already in our vicinity. I don't have any suggestions.
perk1000 11/17/2018 08:43 AM	Concert venue, water park, big-box stores, internet business distribution facilities

Optional question (131 responses, 12 skipped)

Q6 Here's your chance! Tell us your big idea for Parcel O and WHY it would work in Louisville!

Anonymous 11/05/2018 02:33 PM	I feel a mixed use entertainment area would be great. Unser racing carts, mini-golf, kid friendly fun. There is also some space for apartments.
Anonymous 11/05/2018 03:07 PM	Mixed use development, anchored by a multi-vendor food hall concept to include roof top terrace (amazing Flatirons views!). e.g. https://businessden.com/2018/10/04/food-hall-to-anchor-redevelopment-of-mostly-vacant-retail-site-in-edgewater/
Anonymous 11/06/2018 10:29 AM	Give us a movie theater!! We need one.
Anonymous 11/06/2018 10:38 AM	Mixed office/housing development
Anonymous 11/06/2018 10:47 AM	E-bike super store. Pedego ideally.
Anonymous 11/06/2018 10:49 AM	park in the middle - people love to gather for music, have this surrounded by 'shops
Anonymous 11/06/2018 10:57 AM	Mixed use commercial & residential with a 50+ managed townhouses as part of the residential community, all mixed in with a diverse variety of lifestyle oriented businesses, including fitness, heathy retail (outdoor, exercise, cycling), local food.
Anonymous 11/06/2018 11:02 AM	Louisville would do great with a Trader Joe's. Most of my friends go into bolder for the Trader Joe's and it is terrible parking and Louisville would really support this kind of development.
Anonymous 11/06/2018 11:05 AM	A man-made beach would be a huge draw for city/region. Limited swimming options beyond public/private pools and nothing of scale-Boulder Reservoir leaves ample room for improvement. http://www.centennialbeach.org/history
Anonymous 11/06/2018 11:11 AM	A central green space surrounded by mixed use community. Please not too tall to block the light and views of the current neighbors, but brings them all together--inclusive.
Anonymous 11/06/2018 11:20 AM	A local-shop mall with restaurants, like the Source in RINO.
Anonymous 11/06/2018 11:26 AM	Mixed use areas sourronding green space for gathering and local venues. However, please do not block the current neighborhoods' views and light.
Anonymous 11/06/2018 11:29 AM	I like the idea of a Rayback Collective / Milk Market venue - with a place for small concerts. An all in one destination. I could grab some dinner, sit by a fire pit outside, listen to music...
Anonymous 11/06/2018 11:31 AM	A shared space that houses local eateries, breweries, cideries, kombucharies, coffee shops, etc. (ideally with some organic options). There would be a shared space in the middle with lots of indoor and outdoor seating and space for kids to run around

Anonymous 11/06/2018 11:32 AM	Louisville is small restaurants, breweries, and family-oriented locations/outings. Need to appeal to this. Create an outdoor environment that works -- a small Lego outdoor park with a couple or rides and lots of "builds."
Anonymous 11/06/2018 11:38 AM	Please see my previous answers
Anonymous 11/06/2018 12:02 PM	again...you've asked the same question 5 times. Read what I already said...
Anonymous 11/06/2018 12:25 PM	Louisville needs more unique and healthy restaurants. I feel like Lafayette has a lot more to offer in that regard and I would like to see that change.
Anonymous 11/06/2018 01:22 PM	Outdoor mall with area for farmer maket on weekends. Avoid the hassle of crossirons mall but don’t need to go all the way in to Boulder
Anonymous 11/06/2018 01:28 PM	couldn't get the document library to download. will need to read through those before saying more.
Anonymous 11/06/2018 01:36 PM	An indoor/outdoor marketplace.
Anonymous 11/06/2018 01:37 PM	Great to have Safeway, Paul’s coffee, Pizza so keep those.
Anonymous 11/06/2018 01:44 PM	I think it needs to be torn down and rebuilt to move away from a strip mall feel. It should be contemporary and include outdoor space mixed with retail/restaurants.
Anonymous 11/06/2018 01:45 PM	Louisville has a lovely downtown area, with delicious places to eat and fun places to visit. But this side of town is lacking that. There is no need to compete, but my family would love to have walkable, local places to eat and play closer to our house.
Anonymous 11/06/2018 02:38 PM	Along with what I said above, or tractable roof in certain areas could increase use both in summer and in the winter.
Anonymous 11/06/2018 02:48 PM	I have plenty of ideas for what shouldn't be there. Maybe a viable regional theater. Not movies...plays and productions similar to the Arvada Center. This better speaks to the new make up of Louisville.
Anonymous 11/06/2018 03:35 PM	I've answered this several times already :) So many ideas!
Anonymous 11/06/2018 04:00 PM	A walkable shopping, restaurant and spa
Anonymous 11/06/2018 04:14 PM	Some place that is walking and bike access - people in Louisville love to bike and walk
Anonymous 11/06/2018 04:21 PM	I'm leaning towards a local market with unique vendors, like Denver's Central Market or The Source.
Anonymous 11/06/2018 04:44 PM	A shared space for entertainment, food, drinks, and artisanal products. Anyone and everyone can sell at a booth and try their big new product on

	the market. Please see previous entries.
Anonymous 11/06/2018 04:57 PM	255 characters is too limited for my big idea and why it would work in Louisville
Anonymous 11/06/2018 05:01 PM	a Seattle Pike Place type market
Anonymous 11/06/2018 05:14 PM	Something like Reading Terminal Market. It's fun, a place parents can drop teens safely, everyone can get the food they want, and a good beer or milkshake makes for a great night.
Anonymous 11/06/2018 06:55 PM	Large scale outdoor market like Pikes Place, Seattle, dining hall with several eateries. (Portland , Or has done this successfully.
Anonymous 11/06/2018 07:39 PM	Indoor multiuse sports center and avanti style local craft eateries
Anonymous 11/06/2018 07:43 PM	Already shared
Anonymous 11/06/2018 08:15 PM	N/A
Anonymous 11/06/2018 08:20 PM	More restaurants. We all eat out a lot, but get tired of the current options.
Anonymous 11/06/2018 08:29 PM	Attractive public space which active in its design and useable by all age groups where food and neighborhood based business can frame activities
Anonymous 11/06/2018 08:35 PM	Inddor tennis courts
Anonymous 11/06/2018 08:36 PM	indoor tennis courts
Anonymous 11/06/2018 08:49 PM	Explore Fairhaven Village Green at https://www.cob.org/services/recreation/parks-trails/Pages/fairhaven-village-green.aspx
Anonymous 11/06/2018 08:53 PM	Adult entertainment
Pete 11/06/2018 09:24 PM	Dense Mixed use works because you have 7 days a week spending and good connectivity to Denver Boulder
keith 11/06/2018 09:30 PM	Grass open air amphitheater stage venue like Fiddler's Green with enormous play structure for all around use
SSN 11/06/2018 09:38 PM	NEW URBANISM - walkable blocks and streets, housing and shopping in close proximity, and accessible public spaces. The revival of our lost art of place-making, and promotes the creation and restoration of compact, walkable, mixed-use cities
JoyP 11/07/2018 07:25 AM	Legoland Discovery center! There are many of these around the country but none in colorado! Would be huge for Louisville and the area!!

debritter 11/07/2018 08:09 AM	Pedestrian friendly outdoor mall
Justin Schrader 11/07/2018 09:56 AM	Local brewery and a local organic eatery. There are not many options for organic food that is already made in Louisville. I always enjoy tasty local beer.
Jenny 11/07/2018 10:54 AM	Parcel O needs a good grocery store. One that has high quality food but also at a reasonable price. Whole Foods is expensive and the Safeway is just not very high end. A kids gym could also be really good at this location. Outdoor pool for the kids
amom 11/07/2018 11:45 AM	"The Source" like experience but more family friendly with play park for kids in the center. We need another good breakfast place too!
bigalieck 11/07/2018 02:13 PM	More gyms, restaurants, or hotels. I don't think big box is going to make it in Louisville. There is no market for it. Small, locally owned retail is the way to go. We need more "going out" restaurants, but probably on Main
Juli 11/07/2018 04:29 PM	Someplace like south boulder Table Mesa or The Source/Stanley Marketplace
Ryokin 11/07/2018 05:24 PM	See previous answers
Kelly 11/08/2018 09:00 AM	Local bus line around the city to take you to the stop and ride
mb 11/08/2018 10:13 AM	Louisville
Louisville lady 11/08/2018 11:45 AM	A mix of unique shops that are bike and pedestrian friendly. A trampoline park, like Sky Zone. Fun for the family. The closest one now is Arvada. It would be a regional attraction.
CBV 11/08/2018 12:14 PM	Louisville
Rami Cohen 11/08/2018 12:55 PM	Shooting Range
Allison S 11/08/2018 01:25 PM	Some sort of family entertainment that also had drinks for adults
Louisville mom 11/08/2018 02:30 PM	LOUISVILLE
Maryan 11/08/2018 03:17 PM	See ideas above. OR, tear down Sam's Club building and divide the area into a neighborhood like North Broadway with living space above the stores and offices.
Amy 11/08/2018 05:01 PM	Punch Bowl Social with bowling, mini golf, good food and drinks because there are lots of families in Louisville and not that many family-focused entertainment and food establishments.
No	Play area surrounded by artisan shops and good food

11/08/2018 06:03 PM	
Teresa 11/08/2018 09:06 PM	HOCKEY SHOP! HUGE. or maybe some other sports could share the shop.
Leslie 11/09/2018 10:59 AM	Marketplace, like Eataly. It would have diverse use (eating, shopping, cooking school) so appeal to multiple consumers.
Steve 11/09/2018 11:04 AM	gave it - tear down existing structures, replace with mixed use and open space/parks
habacomike 11/09/2018 11:05 AM	It has to be something different. So, a concept not otherwise in the area. There's few places to incubate small businesses -- why not an arts and innovation development focused on maker spaces: light industrial/robotics/coding/woodworking/machining,.
nm 11/09/2018 11:05 AM	housing
John Bolmer 11/09/2018 11:07 AM	Apple store. The one at Flatirons is always busy. Toy store, if one exists.
Scott 11/09/2018 11:08 AM	An international food and culture hall: Think The Ferry Plaza Building in San Francisco and Ponce City Market in Atlanta.
Jkat525 11/09/2018 11:12 AM	I really like the idea of an upscale entertainment hub.
Fordcokid 11/09/2018 11:12 AM	Make it a walkable small community within a community with a nice grocery store, bakery, restaurant, boutique sandwich shop, coffee shop.
Mark Dondelinger 11/09/2018 11:13 AM	Bringing back Sams Club is my number one choice. Other than that, get IKEA or Amazon 4-star retail stores. Give these two retailers an opportunity to open a location on the north end of the Metro area. If we don't get them, Broomfield or Thornton will
CB 11/09/2018 11:21 AM	Walkable, unique shopping and restaurants with lots of green space to relax, enjoy and encourage lingering and enjoy Colorado's beautiful weather.
andrewthak 11/09/2018 11:24 AM	Collective similar to The Source in Denver or Rayback in Boulder. Make it a unique space, we have nothing like that here.
Eajudd 11/09/2018 11:25 AM	Definitely mixed use
B Eller 11/09/2018 11:27 AM	Please don't tear everything down in put in a bunch of multi-colored apartments. IMO, EBC has enough of those!
Ala Hason 11/09/2018 11:32 AM	Urban type, elegant multi casual dining areas with entertainment (stage) and plenty of trees and flowers. Miniature downtown block
Anonymous 11/09/2018 11:35 AM	Something similar to WeWork

Brian 11/09/2018 11:43 AM	Underground parking accessible from mccaslin, cherry, & dillinger roads. Connection with downtown using a local light rail. Bike / walking flyovers over major roads to access the new town center.
karen 11/09/2018 11:46 AM	Multi-tenant housing with retail, restaurants and a central park.
Rick 11/09/2018 11:47 AM	Tear down Sam's and redevelop with fine dining and shopping. No more multifamily or zero lot homes. Only adds to the tax burden and traffic with no improvement to attractions for those already living here.
BAllen 11/09/2018 11:50 AM	Something like Rayback collective - food trucks that change daily.
Terri 11/09/2018 12:12 PM	Small town feel - walkable area - unique restaurant and spa and maybe a high end hotel - we have plenty of not great hotels around. A hotel like the Boulderado would a high end restaurant would do well.
m48martin 11/09/2018 12:18 PM	Themed "active" entertainment area with indoor activities for kids like parkour or bike/skateboard setting. Support with services like bike shops and perhaps some medical services too. Have a outdoor sports theme and have a restaurant/bar to support
Lawrenceboyd 11/09/2018 12:25 PM	Longmont has has tremendous success with its village at the peaks mall and I think something similar would work very well
None 11/09/2018 12:29 PM	None
WEC 11/09/2018 12:50 PM	Central square, small park.
coreyhyllested 11/09/2018 01:00 PM	Anything but big box stores. Create a community space where people would like to spend time. Ideally create a space where there is more of variety. IMHO, the food options pale in comparison to downtown.
NA 11/09/2018 01:05 PM	Miniature Golf or similar, lots of families looking for activities.
patrickosu 11/09/2018 02:30 PM	Theater for live events... money is made in music and podcasts by performing live.
todd gleeson 11/09/2018 04:01 PM	would a Prospect-like neighborhood (Longmont) with a bit more gallery and restaurant & small entertainment venue
ellenvallee 11/09/2018 04:58 PM	Build high end town homes and quality restaurants
janet 11/09/2018 07:30 PM	consider building value through unusual attractive amenities that boost property values rather than only though direct commercial activity
l997720 11/09/2018 11:21 PM	Personal preference I would love a Trader Joe's or an Orange Theory Fitness!
carolncolo 11/10/2018 05:06 AM	Walmart super store

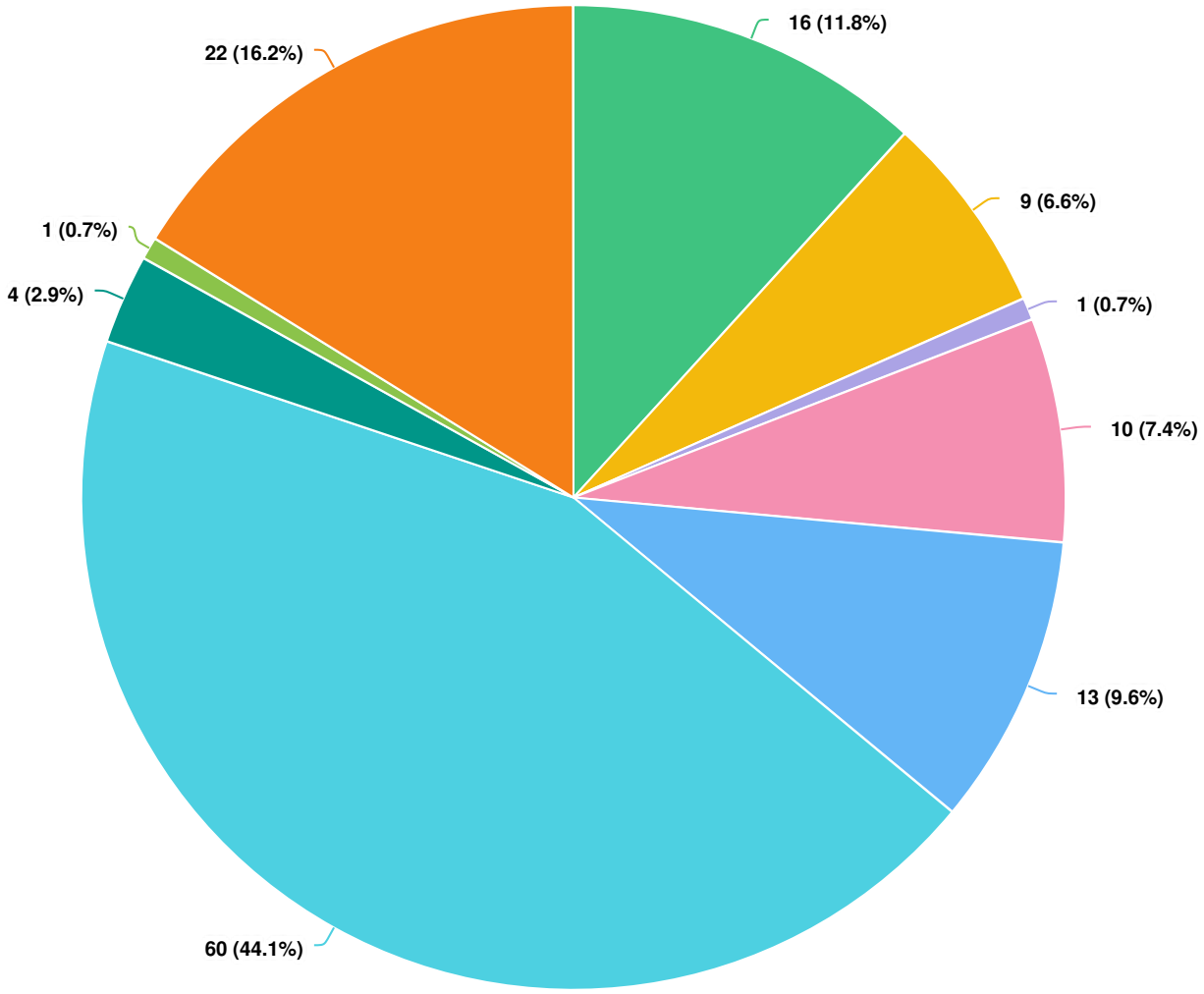
jgwalega 11/10/2018 03:53 PM	A decent super market like King Soopers
dmwalega 11/10/2018 04:02 PM	King Soopers, we need a decent grocery store
amygcasey 11/10/2018 04:31 PM	IDK
Doug Johnson 11/11/2018 07:08 AM	Mixed retail and housing, give people the opportunity to walk or cycle to shops and services
Ryan Korte 11/11/2018 09:23 AM	make it stand out by having it look, feel and be for high end retail and business.
SMcMahon 11/11/2018 09:37 AM	Unique shops, eateries, and a constantly changing component by season (Christmas Market, Farmer's Market, etc), with space to sit outdoors.
fredeller 11/11/2018 11:07 AM	Responded previously
Amasin 11/11/2018 11:13 AM	One stop shop for new moms to reiterees. Family gatherings to solo work space needs. Continue supporting our balanced lives in Louisville with a well balanced community attraction.
Carolyn H Anderson 11/11/2018 03:18 PM	Senior housing, needed everywhere, we need more moderately priced senior housing.
dl00kner 11/11/2018 04:23 PM	Same as previous.
jmcquie 11/11/2018 04:50 PM	Automotive retailer (see my earlier comment)
PhyllisMP 11/11/2018 05:05 PM	We don't have a large grocery store close to this area
cherylmerlino 11/11/2018 05:24 PM	McCaslin Mall project: an outdoor, open air concept (with a park-like area) of small retail, small restaurants with indoor/outdoor seating, services/stores, and a hotel where Kohls is now. Parking structures located behind Sams and on street parking.
camillefowles 11/12/2018 11:24 AM	Parcel O should have shops but also places to sit, eat, play and gather. Create ambiance: nice lighting, inviting landscaping. A destination for people on this side of town & coming off 36
hellosherry2 11/12/2018 12:55 PM	Make it attractive, make it unique, provide variety with an eye on attracting families, adults both who need essential goods and services and those who want to go a bit deeper than just buying a bunch of cheap stuff
bpaxton 11/13/2018 07:35 AM	As previously mentioned, I think a co-working space and a unique restaurant scene would be great for part of Parcel O. The co-working environment would attract people during the work week and residents would likely frequent the area on weekends.

aeromarkco 11/13/2018 07:36 AM	It could change the character of Louisville, shifting the "scene" from Downtown. I support more mixed use and higher density if it's done correctly with open space, parking and transport
shoe23 11/13/2018 03:10 PM	Asian grocery store and food court (similar to Ranch 99 in California).
Sarahzauner 11/13/2018 03:20 PM	Korean spa and fitness center!
wielandlisa 11/13/2018 03:23 PM	Bridge from hotels to Kohls side/outdoor walkable mall design with lots of grass, trees, sitting areas - outdoor store like REI type merchant - with cool food like ModMarket and a movement/yoga studio + indoor climbing wall!
Laura Adams 11/13/2018 03:45 PM	Something similar to The Source, and housing above retail/business space
Benn8895 11/13/2018 04:34 PM	Make an inclusive park/gym/bounce place that caters to special needs. These kids have no where to go and deserve to have the same fun that the rest of the kids in this town have.
cynthswift 11/13/2018 05:06 PM	Mixed use kid friendly
rubellite11 11/13/2018 05:39 PM	No more big box stores. I would be happy to see a mix of smaller shops. No more residential. Seems like the area is crowded enough already
julialeslie 11/13/2018 08:42 PM	A food-centric, mixed-use marketplace, such as the Stanley in Aurora, would be a terrific fit for Louisville b/c it appeals to a wide range of consumers, brings community together, and keeps the focus on local businesses.
AlisaG 11/13/2018 10:30 PM	No big idea!
Kara.rigney 11/14/2018 01:30 AM	A world class athletic complex does not currently exist in Boulder County or surrounding areas. Our local and statewide swim competitons currently take their revenue to facilities in Thornton, Denver and Colorado Springs.
CharlieEaly 11/14/2018 01:17 PM	Again, a similar concept to The Orchard Town Center - something with an atmosphere where you want to hang out and shop and eat. 29th Street Mall in Boulder is a bad example.
jensmith78 11/14/2018 02:20 PM	Small business/entrepreneurial marketplace - a la Barnone in Gilbert AZ (http://barnoneaz.com/).
Alex G 11/14/2018 05:10 PM	Louisville isn't Thornton or Aurora--a successful development has to recognize the demographics, preferences and voting patterns of our citizens (see votes for open space). Think big. Think Pearl St., not 29th St. Combine Civic and Private uses.
jan scrogan 11/15/2018 04:36 PM	Entertainment and clothing for cu draw as well as local.
wb 11/15/2018 09:33 PM	Performing arts center as an anchor, and a grouping of smaller local restaurants (when Kohls property becomes vacant)
Mbb	Arts center similar to Dairy Center in Boulder. Great access off Hwy 36 will

11/16/2018 08:32 AM	entice arts community & increase traffic for existing restaurants & retail.
Mira 11/16/2018 01:51 PM	I think an Aventi Collective Eattery with an open space pool hall / darts / kids area would be a great draw for families along the 36 coordior
drpwsmith 11/16/2018 02:54 PM	Walking mall (Pearl St, 29th St Mall) with central parking area so that people could park in one spot, then stroll around to variouis smaller shops and local businesses
Malexander 11/16/2018 04:18 PM	Create a high density urban agriculture zone to grow local high value food and inckude aquaponics.
L.A.Cox 11/16/2018 05:00 PM	See previous.
nancybigelow 11/17/2018 08:41 AM	I liked the idea of a King Soopers Super store, but that's not going to happen.
perk1000 11/17/2018 08:43 AM	it has to be businesses that can compete in an internet world

(137 responses, 6 skipped)

Q7 Which Neighborhood do you live in?



Question options

- Cherrywood I or II
- McCaslin
- Centennial Pavilion Lofts or Centennial Heights
- Washington Park
- Meadows at Coal Creek
- Coal Creek, Coal Creek Ranch South, Coal Creek Ranch North
- Townhomes at Coal Creek
- Grandview Flatirons
- Other

(136 responses, 7 skipped)

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

A. ***Approval of Bills***
B. ***Approval of Minutes. August 20, 2019***
C ***Approval of City Council Special Meetings on September 10 and September 24***
D ***Approval of Resolution No. 28, Series 2019 – A Resolution Approving the Eighth Amendment to the Intergovernmental Agreement for Collection of County Use Tax Between Boulder County and the City of Louisville***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle thanked everyone for a great Labor Day Parade

CITY MANAGER'S REPORT

City Manager Balser thanked the citizens and staff for a successful Labor Day event.

REGULAR BUSINESS

ORDINANCE NO 1781, SERIES 2019 – AN ORDINANCE AMENDING THE CENTENNIAL VALLEY GENERAL DEVELOPMENT PLAN (GDP) CONCERNING ALLOWED USES, HEIGHTS, DENSITIES, AND OTHER DEVELOPMENT PROVISIONS FOR LOTS 2 AND 3, CENTENNIAL VALLEY PARCEL O, 7TH FILING – 2ND READING, PUBLIC HEARING (advertised *Daily Camera* 8/25/19)

City Attorney Kelly introduced the item by title Mayor Muckle stated Director Zuccaro had an update for tonight. Director Zuccaro stated both property owners were in contact with staff today and have asked Council table the ordinance Many conditions have changed since this process started and those property owners would like to continue discussions with staff to determine how to move the process forward

Mayor Muckle moved to table Ordinance 1781, Series 2019 Mayor Pro Tem Lipton seconded the motion

Councilmember Stolzmann stated she would like to hear from the public in attendance Mayor Muckle noted if Council votes to table this, it will not go forward as is Councilmember Stolzmann agreed, but wanted to give people a chance to speak.

Vote on motion to table

Vote Motion carried by unanimous roll call vote

Director Zuccaro noted this could come back at a future quasi-judicial hearing and Council should be thoughtful about taking comment outside of a quasi-judicial hearing City Attorney Kelly added that with it being tabled, comments taken tonight would be similar to those taken during a pre-application period Mayor Pro Tem Lipton stated he did not want to do anything that might be prejudicial later on

Members discussed the various options related to an application that is still quasi-judicial and whether tabling it removed it from that process

Councilmember Maloney stated comments tonight may be speculative about something that might happen and added this item could come back to a different council Councilmember Loo and Councilmember Keany agreed

A majority agreed to not take comments

Mayor Muckle stated with tabling the item there is no set time for any further discussion or consideration If any new proposal and ordinance come to Council it would all be done with proper notice again

Councilmember Leh stated he understands people may be frustrated with this direction, but taking comments now would be taking comments on a proposal that no longer exists

Councilmember Stolzmann stated public notices had been made that there would be comments tonight, so she understands how people are frustrated She noted the City is both the applicant and the decision maker here, so she would prefer comments, but understands why that is not being done She encouraged people to send comments to Council if they would like to get comments to Council

Director Zuccaro stated that by tabling the ordinance it is still active so all comments would still need to be limited to a public hearing

Councilmember Loo asked about the advantages and disadvantages of withdrawing the application

Director Zuccaro stated withdrawal would clarify the application was closed and the quasi-judicial process is done

City Attorney Kelly stated her understanding was the application was not moving forward in its current form If that is not the intent, the quasi-judicial status would remain in effect as long as there was an active planning case

MOTION Mayor Muckle stated his intent was to end this planning process for this application He moved to withdraw the application Councilmember Keany seconded the motion

Roll call Vote 6-1, Councilmember Loo voting no

RESOLUTION NO 29, SERIES 2019 – A RESOLUTION APPROVING A FINAL PLANNED UNIT DEVELOPMENT TO ALLOW CONSTRUCTION OF A 23,000 SQUARE FOOT STRUCTURE AND ASSOCIATED SITE IMPROVEMENTS AND APPROVAL OF A SPECIAL REVIEW USE TO ALLOW USE GROUP 59 HEALTH OR ATHLETIC CLUB ON LOT 3, BLOCK 5, COLORADO TECHNOLOGICAL CENTER FILING 1 AT 1776 BOXELDER STREET

Mayor Muckle introduced the item and opened the public hearing

Planner Ritchie stated this is a request for a Planned Unit Development (PUD) to allow the construction of a 23,000 sf structure and associated site improvements and a Special Review Use (SRU) to allow Use Group 59 Health or Athletic Club The building is to be a volleyball facility She reviewed the property and site plan which includes underground detention

She stated the application does not include any waivers and meets all provisions in the IDDSG Parking is adequate to operate as a training facility, but may not be able to accommodate events The owner is pursuing conversations with neighboring properties to secure an agreement for those uses She stated the PUD includes a note regarding how parking requirements will be met if changes are made to the property

Staff recommends approval of Resolution No 29, Series 2019

Councilmember Stolzmann asked if the underground detention reaches capacity where does it overflow Ritchie stated it outfalls ultimately into a storm pipe at the rear of the property Councilmember Stolzmann asked if overflow would be on this property or neighboring Ritchie stated it is likely the structure itself would fill up It is designed to meet all of the minimum drainage requirements The applicant understands it will require more maintenance

Public Comments – None

Motion Mayor Pro Tem Lipton moved to approve Resolution No 29, Series 2019, Councilmember Keany second

Councilmember Stolzmann stated she is in favor of this but she noted this is an industrial park and many industrial chemicals are being used From time to time she hears from folks who feel this type of use is not compatible with the surrounding area She feels it is a

City of Louisville
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Planning Commission
Meeting Minutes
November 14th, 2019
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chair Brauneis called the meeting to order at 6:31 PM.

Roll Call was taken and the following members were present:

Commission Members Present:	Steve Brauneis, Chair Tom Rice, Vice Chair Keaton Howe Jeff Moline Dietrich Hoefner Debra Williams
Commission Members Absent:	None.
Staff Members Present:	Rob Zuccaro, Dir. of Planning & Building Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Howe moved and Williams seconded a motion to approve the November 14th, 2019 agenda. Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Moline moved and Howe seconded a motion to approve the October 10th, 2019 minutes. Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARING ITEMS

Centennial Valley General Development Plan Amendment; Lots 2 and 3, Parcel O, Filing 7: A request for an amendment to the Centennial Valley General Development Plan concerning allowed uses and densities at 550 S. McCaslin Blvd. and 919 W. Dillon Rd. (Resolution 19, Series 2019)

- Applicant: Seminole Land Holding, Inc., Centennial Valley Properties I, LLC
- Case Manager: Rob Zuccaro, Director of Planning and Building Safety

All required public notice was met.

Zuccaro presented the background for the amendment. The properties consist of two lots within one parcel of the Centennial Valley GDP from 1983, which originally included commercial, retail and residential uses. Zuccaro noted that there have been long-term

vacancies in the area. In June, staff presented a study to the Commission that showed the market changes brought on by e-commerce and competing developments, which indicated that there was limited retail development potential. That zoning proposal had requested open space, commercial, and residential. Zuccaro explained that Ascent Church had Lot 2 under contract, which meant that it might not be necessary to go ahead with the plan that staff presented in June. The current proposal supports additional uses and allows for pad sites for entertainment, offices, and the like, which required an increase in FAR. Zuccaro noted that any of those developments would have to come through a PUD process.

Zuccaro described the main elements of the GDP Amendment:

- Add Indoor Commercial Amusement/Entertainment to Allowed Uses
- Increase Maximum FAR from .2 to .3

Zuccaro described the fiscal analysis comparing full retail of existing buildings, which had not been the situation for 10 years and was unlikely to occur again, and the redevelopment scenario. He described the assumptions in that scenario. The analysis showed that with the full retail, there would be a net positive of $24 million and with the redevelopment scenario it would be a net positive of $5 million.

Zuccaro presented the fiscal analysis, which used full retail of existing buildings for comparison to the redevelopment scenario. He noted that full retail in the existing buildings had not been the situation for 10 years and was unlikely to occur again. Zuccaro also described the traffic study. Staff recommended a condition that future applicants provide a traffic study update or certification with any future PUDs and that proposed development continues to comply with Fehr and Peers study from March 2019.

Staff recommends approval of Resolution 19, Series 2019.

Brauneis asked for conflicts of interest. Seeing none, he asked for questions of staff.

Rice asked about the indoor commercial amusement/entertainment use category.

Zuccaro replied that there was a definition for commercial amusement, which he would look up. He noted that the commercial amusement use was in effect in other areas of the city.

Moline asked what use the church would fall under, if it could be called an institutional use, and how the Comprehensive Plan addressed institutional use.

Zuccaro replied that churches were specifically called out under allowed uses. He added that the City wanted to supplement the list of commercial uses.

Howe asked how staff landed on the FAR recommendation.

Zuccaro replied that the FAR limited the amount of development on the property and the design guidelines addressed height restrictions. A restaurant would likely be between

2,000 and 3,000 square feet and a drug store would be about 15,000 square feet, both of which were likely types of developments.

Howe asked if FAR limited height.

Zuccaro replied that the FAR did not limit height at all. If they came in with a lot of restaurants, there would be more parking demand for that, so they might be able to negotiate parking and height based on use. They could go up to 35 feet with two stories or a very shallow three stories. Zuccaro noted that staff was also working on the design guidelines.

Hoefner asked how the FAR went from .5 to .2 in the past.

Zuccaro replied that he did not know, but there had been limitations based on highway capacity and FAR probably played into an overall development cap. Once US 36 turned into more lanes, the City could lift the cap.

Hoefner asked if we should be considering going back to .5.

Zuccaro replied that .3 was the right place to be, given the nature of development in the area, and that even .3 could be hard to reach.

Brauneis asked about the three scenarios presented in June and the corresponding net fiscal impacts. He noted that the goal was to preserve the tax base, which this was not accomplishing.

Zuccaro replied that additional FAR would allow for additional development within the periphery of the lots, which could help revitalize the area and bring investment, possibly bringing in sales tax. The baseline against which the impact was being measured was the current state of re-tenanting and vacancy. Zuccaro described it as a net gain.

Brauneis asked about the previous fiscal model from June.

Zuccaro replied that it was the same economic model, but with different factors. For example, the proposed scenario included the 60,000 square-foot non-profit among its existing buildings, which the previous iteration had not accounted for. The EPS fiscal analysis also included all development on all lots in Parcel O and not just Lots 1 and 2. He explained that the model was a snapshot in time based on a lot of assumptions and the impact over 10 years could vary widely. He restated the goal of the amendment, to include more uses in the area that would help redevelop the area.

Brauneis wondered about the shelf life of these retail models. The increased FAR might provide a short-term boost, but he asked what the long-term impact would be.

Zuccaro replied that the proposal in June had tried to take a longer view, but the new proposal took into account what the property owners intend to develop.
Brauneis noted that the previous model delivered a lot more with small town values and the tax generation potential.

Howe asked if the GDP amendment redevelopment assumed that all the square footage was filled.

Zuccaro confirmed, but noted that those were assumptions in the model. Because this was a GDP and not a PUD, the City did not know what the property owners planned to do. He explained that this scenario maximized the square footage.

Jeff Sheets with Koelbel and Company, 5291 East Yale Avenue in Denver, shared that the amendment was additive to what was already in place. The proposal was basically the same as in June, minus the residential component. He noted that .3 was not a dense development. The current FAR was at about .25 to .3 in Centennial Valley. The additional FAR would allow them more flexibility in development and to put a couple pad uses, which would be tax-generating. He added that the PUD process would also ensure that the Commission would review any future developments.

Brauneis asked if he would be amenable to reviewing and re-creating the traffic study.

Sheets replied that they were happy to look at the traffic study again with the new .3 FAR.

Moline asked if these changes would make finding tenants easier.

Sheets replied that it was still hard. An 86,000 square-foot box was difficult to fill especially with the depth of the building since it was hard to carve up into different pieces. He noted that the residential component would have made development easier, but it had not been received well by Louisville and so they had taken it out.

Moline asked if the applicant was planning to retain the development or sell the property.

Sheets said that his company never says never, but their plan was to redevelopment and re-tenant it. He noted that it was hard and expensive to knock down a building of that size.

Hoefner asked if .3 was right.

Sheets replied that he did not think .5 would be happen in Louisville and he did not think it was necessary.

Rice asked for examples in the entertainment use.

Sheets gave some examples, including trampoline parks, which were usually 30-35,000 square feet, and indoor skiing. He stated that there were no deals done, but Kohl's was gone.

Jim Candy, pastor at Ascent Church, 516 Country Lane in Boulder, stated that the church wanted to be a positive for the City. They did not want to take up space and take away money from the City to fund schools and the like. Their plan was to make use of

the parts of the building that commercial businesses would not want to use. They were familiar with what the citizens of Louisville were asking for – restaurants, public gathering spaces – and this was exactly what they were looking for in the planning process right now. They wanted to support the small-town value and wanted to bring tax dollars in for the City. He noted that they were in talks with a developer and the GDP Amendment gave them extra tools to make these things happen.

Brauneis asked about outlots.

Candy replied that they would look at outlots but would need to consider parking as they combined different elements.

Zuccaro shared the definition of commercial amusement from the Code:

> "Commerial amusement means an enterprise whose main purpose is to provide the general public with an amusing or entertaining activity, where tickets are sold or fees collected at the activity. Commercial amusements include miniature golf courses, arcades, ferris wheels, children's rides, roller coasters, skating rinks, ice rinks, bowling alleys, pool parlors, and similar activities."

Zuccaro noted that entertainment was not defined. Entertainment was a more common term now for the same concept as commercial amusement.

Brauneis asked for public comment. Seeing none, he asked for closing statements. Seeing none, he requested commissioner comments.

Rice stated that he did not see any downsides. If it gave the property owners more tools to fill the space, that was a good thing. In regards to the fiscal impact studies, the sad truth was that today the impact was a net zero. He was glad to see that the residential component had been removed.

Williams agreed with Commissioner Rice. More uses gave more opportunities to find something to fill the space. She wanted to maximize the area and to come a little closer to the fiscal impact of the past. She also found that it met the Comprehensive Plan.

Brauneis noted that the Small Area Plan wanted to move away from the superblock layouts like this development and he did not know if this amendment would do that.

Williams responded that she did not think this presented enough information to apply the Small Area Plan.

Hoefner noted that this was a step toward more flexibility and a greater diversity in uses. He suggested that the applicants should come back to the Commission if the parking requirements became an issue.

Moline shared Chair Brauneis's concern that this plan would not further the goals of the Small Area Plan. He was in support of the resolution, because it seemed like a reasonable step to take to try to preserve the infrastructure that was there now and try

to make that work. He noted the sustainability perspective of reusing the existing buildings, as well.

Howe noted that the revenue from the area would otherwise be lost and that there was value to re-gentrification and to creating of positive energy in this gateway to Louisville. He thought that the tenants would benefit the small-town feel of Louisville and had a genuine interest in the community.

Brauneis stated that he would be in support of the proposal, but he was concerned that the sales tax revenue from entertainment use would be limited. He worried that with increased FAR, the City would be freezing this area into what might otherwise be higher-performing in terms of tax generation. The proposal worked well from the owner perspective, but not necessarily from the tax perspective.

Rice made a motion to approve Resolution 19, Series 2019, to include the condition as recommended by staff. Williams seconded. Motion approved unanimously by roll call vote.

The Business Center at CTC Replat J Final Plat and Final PUD: A request for approval of a Final Plat to consolidate two lots into one, and approval of a Final Planned United Development to allow construction of a structure and associated site improvements at 1875 Taylor Ave. (Resolution 18, Series 2019) ***REQUEST TO CONTINUE TO DECEMBER 12, 2019***

- Applicant: RVP Architecture
- Case Manager: Harry Brennan, Planner II

Moline made a motion to continue to December 12th. General second. Approved unanimously by voice vote.

Rice asked what was going on with the application.

Zuccaro replied that staff and the applicants were working on building design since the application was subject to the CCDSG in the industrial park, which was a higher standard.

COMMISSIONER COMMENTS

None.

STAFF COMMENTS

None.

ITEMS TENTATIVELY SCHEDULED FOR DECEMBER 12TH, 2019

- 824 South Street SRU Amendment
- Coal Creek Business Park PUD Extension

Adjourn: Howe moved to adjourn. Williams seconded. Adjourned at 7:29 PM.

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 8J

SUBJECT: **ORDINANCE NO. 1788, SERIES 2019 – AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE TO INCREASE THE SALARY OF THE PRESIDING MUNICIPAL JUDGE – 1ST READING, SET PUBLIC HEARING 1/7/20**

DATE: **DECEMBER 17, 2019**

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

SUMMARY:
The compensation of the Presiding Municipal Judge was last reviewed in 2015. After reviewing compensation in neighboring communities and the workload of the position, the Legal Review Committee recommends an increase in the monthly compensation to $2800 per month, up from $2600 per month. The Legal Review Committee would like to have this compensation determined prior to advertising for a new Presiding Municipal Judge.

PROGRAM/SUB-PROGRAM IMPACT:
One of the objectives of the Municipal Court sub-program is administer fair and competent hearings. Hiring the best person to be judge helps achieve that goal.

FISCAL IMPACT:
$2400 per year.

RECOMMENDATION:
Approve the ordinance on first reading and set the public hearing for 1/7/20.

ATTACHMENT(S):
1. Ordinance No.1788, Series 2019

STRATEGIC PLAN IMPACT:

☐	**Financial Stewardship & Asset Management**	☒	**Reliable Core Services**
☐	**Vibrant Economic Climate**	☐	**Quality Programs & Amenities**
☐	**Engaged Community**	☐	**Healthy Workforce**
☐	**Supportive Technology**	☐	**Collaborative Regional Partner**

ORDINANCE NO. 1788
SERIES 2019

AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE TO INCREASE THE SALARY OF THE PRESIDING MUNICIPAL JUDGE

WHEREAS, Section 9-3(c) of the home rule charter provides that the City Council shall establish the compensation for the presiding municipal judge; and

WHEREAS, the City Council finds that the presiding municipal judge of the City should be increased to $2,800 per month and desires to amend Section 2.12.060 of the Louisville Municipal Code to so provide.

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

Section 1. Section 2.12.060 of the Louisville Municipal Code is hereby amended to read as follows (words deleted are ~~stricken through~~; words added are underlined):

2.12.060. Compensation.

The presiding municipal judge shall receive as full compensation for the judge's services a yearly salary of ~~$31,200.00~~ $33,600 payable on a monthly basis of ~~$2,600.00~~ $2,800 per month, effective ~~January 1, 2016~~ March 1, 2020. Each deputy municipal judge shall receive compensation for such deputy municipal judge's services as is set by city council resolution.

Section 2. 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 17th day of December, 2019.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 7th day of January, 2020.

_____
Ashley Stolzmann, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk