

City Council

Agenda

Tuesday, January 21, 2020

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 ITEMS 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: January 7, 2020; January 13, 2020; January 14, 2020
- C. Approval of Resolution No. 8, Series 2020 – A Resolution Approving a Change Order for the Playground Replacements Project
- D. Approval of Resolution No. 9, Series 2020 – A Resolution Approving a First Amendment to Agreement for Interim Municipal Judge Services
- E. Approval of Resolution No. 10, Series 2020 – A Resolution Amending the City Council Rules of Procedure
- F. Approval of a Sole Source Agreement with Spronk Water Engineers for 2020 Water Rights Administration
- G. Approval of the First Amendment to Agreement for Design Build Services for Median Landscape Renovations
- H. Approval of City of Louisville Organizational Assessments Request for Proposals

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

- I. Approval of Execution of Agreement with Hilltop Securities for Financial Advisor Services

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

A. REVITALIZATION COMMISSION FOURTH QUARTER 2019 REPORT

8. REGULAR BUSINESS

7:10 – 7:30 PM

A. RESOLUTION NO. 6, SERIES 2020 – A RESOLUTION APPROVING A THREE-YEAR EXTENSION OF THE APPROVAL OF THE COAL CREEK CORPORATE CENTER 1 PUD AMENDMENT A, LOCATED 826 COAL CREEK CIRCLE; LOT 2, COAL CREEK BUSINESS PARK SUBDIVISION – *continued from 1/7/20*

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

7:30 – 8:00 PM

B. DISCUSSION/DIRECTION – COMMUNITY PARK DOG POND CLOSURE ALTERNATIVES

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

8:00 – 8:10 PM

C. DISCUSSION/DIRECTION – SUMMER MEETING SCHEDULE

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

- 8:10 – 8:15 PM **D. ORDINANCE NO. 1789, SERIES 2020 – AN ORDINANCE AMENDING CHAPTER 3.32 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING ADMINISTRATION OF THE RETAIL MARIJUANA FACILITY TAX AND AMENDING CHAPTER 5.11 OF THE LOUISVILLE MUNICIPAL CODE REGARDING RETAIL MARIJUANA SALES TO NONRESIDENTS OF THE STATE OF COLORADO – 1ST READING, SET PUBLIC HEARING 2/4/20**
- City Attorney Introduction
 - Action
- 8:15 – 8:20 PM **E. ORDINANCE NO. 1790, SERIES 2020 – AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE TITLE 9 REGARDING OFFENSES AGAINST PUBLIC PEACE – 1ST READING, SET PUBLIC HEARING 2/4/20**
- City Attorney Introduction
 - Action
- 8:20 – 8:25 PM **F. ORDINANCE NO. 1791, SERIES 2020 – AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE LOUISVILLE MUNICIPAL CODE REGARDING WATER AND SEWER TAP FEES – 1ST READING, SET PUBLIC HEARING 2/4/20**
- 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. MAYORS & COMMISSIONERS COALITION
- l. METRO MAYORS CAUCUS

- m. REVITALIZATION COMMISSION
- n. XCEL ENERGY FUTURES

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CASH ACCOUNT: 001000 101001

WARRANT: 123119A 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,729.33
10301	COLORADO COMMUNITY SHARES	Payroll Run 1 - Warrant 1	1,244.95
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 1	312.49
655	FOOTHILLS UNITED WAY	Payroll Run 1 - Warrant 1	568.05
14439	JESSICA SCHWARTZ	RETIREMENT DECORATIONS	53.19
207	LISA MERLY	ADULT OPERATING SUPPLIES	88.92
99999	ELIZABETH REINTHAL	RETURNED ACH PP26, 2019	967.39
99999	AVERY CLEMENTS	RETIREMENT DECORATIONS	49.50
3875	XCEL ENERGY	NOV 19 GROUP ENERGY	62,290.54
10 INVOICES		WARRANT TOTAL	74,733.54

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CASH ACCOUNT: 001000 101001

WARRANT: 010220 01/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14154	ALLSTREAM	JAN 20 PHONE CIRCUITS	938.98
7735	LINCOLN FINANCIAL GROUP	000010008469 JAN 20 LIFE/	7,419.55
7735	LINCOLN FINANCIAL GROUP	000010008470 JAN 20 LTD P	3,856.39
=====			
	3 INVOICES	WARRANT TOTAL	12,214.92
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CASH ACCOUNT: 001000 101001

WARRANT: 123119B 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14861	BURKE BUILDERS LLC	Tomeo House Structural Re	26,400.00
14621	CHAD ROOT	EXPENSE REPORT 12/2-12/23	157.76
===== 2 INVOICES =====		WARRANT TOTAL	26,557.76

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CASH ACCOUNT: 001000 101001		WARRANT: 011020	01/10/2020
VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13470	DAVID ALDERS	COMPUTER LOAN	1,622.57
11453	MATT TRUJILLO	TRAVEL ADVANCE 1/22-1/25/	183.00
7758	MICHAEL MILLER	TRAVEL ADVANCE 1/22-1/25/	183.00
99999	FREDERICK BACKES	UTILITY REFUND 915 CINNAM	38.25
99999	SIMON-KRAMER PARTNERS LLC	UTILITY REFUND 379 S ARTH	25.37
=====			
5 INVOICES		WARRANT TOTAL	2,052.19
=====			

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14828	ADVANCED FIBER RESPONSE INC	Middle Mile Fiber Analyysi	18,000.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,000.00
14743	ALLWATER SUPPLY LLC	OUTPUT KIT REPAIR PARTS S	2,223.75
9319	AMERICAN DATA GROUP INC	UTILITY BILLING CREDIT IM	210.00
11455	APC CONSTRUCTION CO LLC	2019 Street Resurfacing	86,844.54
14884	ARROW J LANDSCAPE & DESIGN INC	Coyote Run Open Space Tra	48,219.95
14764	BASELINE ENGINEERING CORPORATI	SCWTP Lower Pond Design	600.00
14249	BLUE STAR POLICE SUPPLY LLC	PATCHES SEWING FISHER, MC	677.56
640	BOULDER COUNTY	2019 COORDINATED ELECTION	25,132.99
640	BOULDER COUNTY	Hazardous Material Manage	2,196.00
640	BOULDER COUNTY	Hazardous Material Manage	48,507.00
640	BOULDER COUNTY	FY 2019 TIF SHARE	116,054.33
14850	BRIDGEPAY NETWORK SOLUTIONS LL	DEC 19 BRIDGEPAY CC FEES	9.10
13344	BROWNS HILL ENGINEERING & CONT	SCADA NETWORK DOCUMENTATI	2,297.00
13344	BROWNS HILL ENGINEERING & CONT	PRESSURE TRANSMITTER WTP	752.00
13344	BROWNS HILL ENGINEERING & CONT	OIT RELOCATION WTP	1,459.00
13200	CABLE TELEVISION LABORATORIES	BUSINESS ASSISTANCE REBAT	3,390.22
5755	CENTENNIAL EQUIPMENT CO INC	FLOC GEAR BOX REDUCERS WT	1,731.84
935	CENTENNIAL PRINTING CO	BUSINESS CARDS CLEVELAND	42.00
935	CENTENNIAL PRINTING CO	55 SUPPLEMENTAL BUDGET BO	1,433.90
14592	CF LESSEE LOB	CEC SOLAR LEASE #1133	4,157.66
13964	CHANDLER ASSET MANAGEMENT	DEC 19 INVESTMENT FEES	2,312.84
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 WWTP	50.64
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WWTP	50.64
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	UNIFORM RENTAL WTP	241.08
4785	CINTAS CORPORATION #66	JACKETS WTP	140.09

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4785	CINTAS CORPORATION #66	FLEECE HAT WTP	13.37
4785	CINTAS CORPORATION #66	JACKET & HATS WTP	316.63
4785	CINTAS CORPORATION #66	JACKETS WTP	339.19
11467	CLEAR CREEK CONSULTANTS INC	COAL CREEK GAUGE AUDIT	640.00
13260	CLIFTON LARSON ALLEN LLP	DEC 19 UTILITY BILLING SE	10,389.05
14118	CLUB PROPHET SYSTEMS	CHIP READER	736.55
1033	COAL CREEK COLLISION CENTER	REPAIR DOOR UNIT 5331	1,371.47
1120	COLORADO ANALYTICAL LABORATORI	LAB ANALYSIS FEES WTP	192.50
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	51.30
10916	COLORADO CODE CONSULTING LLC	PLAN REVIEWS	1,155.00
13162	CORE & MAIN LP	WATER MAIN REPLACEMENT	7,263.82
13162	CORE & MAIN LP	WATER MAIN REPLACEMENT	899.82
14877	CRS INSURANCE BROKERAGE INC	FIRST AID, CPR & AED TRAI	140.00
14469	DESIGNSCAPES COLORADO	Median Landscape Renovati	12,350.00
13685	DEWBERRY ENGINEERS INC	SCADA PROGRAMMING WTP	1,399.30
13463	E-Z EXCAVATING INC	2019 Sanitary Sewer Main	28,676.64
14645	ECOLOGICAL RESOURCE CONSULTANT	Howard Diversion Upgrade	432.00
14835	EDGE CONTRACTING INC	SH 42 Underpass Construct	215,119.90
11468	EMPLOYERS COUNCIL SERVICES INC	PT EMPLOYEE OPINION SURVE	3,787.00
11468	EMPLOYERS COUNCIL SERVICES INC	FT EMPLOYEE OPINION SURVE	2,746.80
12270	FASTENAL COMPANY	SUMP PUMP WTP	696.35
14771	FASTSIGNS DTC	Rec Center Signs and Wind	9,877.65
14896	FASTSIGNS OF BROOMFIELD	PUBLIC HEARING SIGNS	517.50
1970	FEDEX	BNSF QUIET ZONE	89.85
13615	FELSBURG HOLT & ULLEVIG INC	NAWATNY RIDGE TRAFFIC STU	4,697.87
14070	FORENSIC TRUTH VERIFICATION GR	PRE-EMPLOYMENT POLYGRAPHS	280.00
10623	FRONT RANGE LANDFILL INC	2019 Landfill Fees	14,929.42

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WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13069	GLACIER CONSTRUCTION CO INC	SCWTP Onsite Chlorine Gen	42,253.15
11504	GOODLAND CONSTRUCTION INC	SH42 & Short St Improveme	296,320.99
2310	GRAINGER	LED DRIVER LIB	16.00
2310	GRAINGER	LED LAMP RSC	197.05
2310	GRAINGER	TOW STRAP WTP	246.54
2310	GRAINGER	CALENDAR WTP	32.87
2310	GRAINGER	DOCUMENT FRAMES WTP	30.15
2310	GRAINGER	ZIPLOCK BAGS WTP	47.61
246	GREEN MILL SPORTSMAN CLUB	RANGE USE	300.00
2415	HARCROS CHEMICALS INC	Sodium Silicofluoride WTP	1,440.00
2415	HARCROS CHEMICALS INC	Salt WTP	931.00
9710	INDUSTRIAL CHEMICALS CORP	Sodium Silicate WTP	10,774.80
9710	INDUSTRIAL CHEMICALS CORP	HYDROCHLORIC ACID SWTP	298.50
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	180.85
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	50.59
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	254.37
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	5.99
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	350.25
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	56.29
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	374.00
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	15.92
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	72.96
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	376.15
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	29.46
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	164.63
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	39.55
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	55.49
2615	INGRAM LIBRARY SERVICES INC	CHILDRENS BOOKS AND MEDIA	13.74
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	136.30
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	30.79
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	106.32
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	268.26
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	31.49
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	41.52
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	48.45
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	43.35
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	101.41
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.05
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.40
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	123.07
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	127.52
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	127.10
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	131.48

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.05
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	53.28
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	15.04
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	168.06
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	61.31
2615	INGRAM LIBRARY SERVICES INC	ADULT BOOKS AND MEDIA	14.91
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	269.19
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	14.71
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	175.55
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	41.25
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	25.47
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	149.86
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	10.99
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	142.44
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	294.99
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	83.60
2615	INGRAM LIBRARY SERVICES INC	TEEN BOOKS AND MEDIA	10.99
13280	INSIGHT PUBLIC SECTOR INC	Microsoft Windows 10 Lice	11,762.88
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION CS	588.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION CS	468.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION PC	620.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION CH	493.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE ALARM INSPECTION MUS	349.00
10772	INTEGRATED SAFETY SERVICES LLC	FIRE SYSTEM INSPECTION LI	810.00
10772	INTEGRATED SAFETY SERVICES LLC	BACKFLOW INSPECTION RSC	70.00
8045	INTERNATIONAL CODE COUNCIL INC	2018 IBC STUDY COMPANION	78.50
13778	INVISION GIS LLC	GIS & AM Implementation S	1,583.75
14889	J & C CUSTOM EAR MOLDS LLC	CUSTOM HEARING PROTECTION	1,020.00
2780	KAISER LOCK & KEY SERVICE INC	DUPLICATE KEYS RSC	25.00
2780	KAISER LOCK & KEY SERVICE INC	DUPLICATE KEYS WTP	25.00
2780	KAISER LOCK & KEY SERVICE INC	LOCK REPAIR WTP	102.50
2360	KELLY PC	DEC 19 LEGAL SERVICES	31,010.75
14543	KUBWATER RESOURCES INC	WWTP Polymer	6,098.85
13782	LEXISNEXIS RISK DATA MANAGEMEN	DEC 19 INFORMATION SEARCH	234.75
3070	LL JOHNSON DISTRIBUTING CO	PARTS UNIT 5369	1,362.46
9087	LORIS AND ASSOCIATES INC	SH 42 Underpass Design	4,965.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	1,036.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	2,408.00

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	3,276.00
6939	MCCANDLESS TRUCK CENTER LLC	PARTS UNIT 3208	273.40
13525	MICHAEL BAKER JR INC	CM Contract 42 and Short	18,500.12
2046	MOUNTAIN STATES IMAGING LLC	DOCUMENT STORAGE FEES PD	63.00
14649	MURRAYSMITH INC	SWQMP Consultant Contract	20,284.80
14649	MURRAYSMITH INC	SWQMP Consultant Contract	16,027.63
13597	NORTH LINE GIS LLC	GIS Professional Services	6,180.00
14648	OCCUPATIONAL HEALTH CENTERS OF	INJURY CARE & DRUG TESTS	175.00
99999	IN THE NEWS INC	TPO PLAQUE WTP	255.00
13662	PATRIOT TREE COMPANY	Cottonwood Tree Removal	2,800.00
13589	PIPESTONE EQUIPMENT LLC	VALVE ACTUATOR REPAIR WTP	1,734.32
1224	PLM ASPHALT & CONCRETE INC	2019 Asphalt Reconstructi	7,065.34
14675	POINT AND PAY LLC	DEC 19 POINT & PAY FEES	6,323.56
14796	POWERS PRODUCTS CO	Backboards & Breakaway Go	18,875.00
14796	POWERS PRODUCTS CO	Basketball Court Divider	18,916.00
700	PRAIRIE MOUNTAIN MEDIA	Winter Recreation Catalog	9,205.25
700	PRAIRIE MOUNTAIN MEDIA	FOUND PROPERTY DISPOSAL &	113.52
14160	PRECISE MRM LLC	GPS SOFTWARE & POOLED DAT	288.69
14375	PUBLIC SAFETY ASSISTANCE FOUND	OFFICER SAFETY SERVICES	195.00
12840	QUALITY WATER BIOSYSTEMS INC	AERATION PARTS	1,246.25
14041	RAMEY ENVIRONMENTAL COMPLIANCE	CTC LIFT STATION REPAIR	222.04
14844	REPUBLIC SERVICES INC #535	DEC 19 RESIDENTIAL TRASH	116,531.58
14844	REPUBLIC SERVICES INC #535	DEC 19 CITY TRASH SERVICE	2,337.50
14804	RESPEC COMPANY LLC	Collection System Evaluat	12,095.00
8020	ROCKY MOUNTAIN RECREATION INC	Recycling & Composting Re	29,510.00
14895	ROSANN MESSERE	PRESERVATION GRANT 1117 J	1,221.10
11306	SAFEWARE INC	ON SITE CALIBRATION OPS	325.00

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14875	SALTWORX INC	IceKicker Road Salt	16,667.02
14459	SAUNDERS CONSTRUCTION LLC	2019 Rec Center Construct	9,566.21
14459	SAUNDERS CONSTRUCTION LLC	Rec Center Hail Damage Ro	27,292.74
14468	SAVATREE LLC	Branch Site Grind	8,856.25
11395	SHRED-IT USA LLC	SHRED SERVICE RSC	140.02
14207	SMALL AXE TREE CARE	TREE BRANCH REMOVAL	1,620.00
4365	SOUTH BOULDER & COAL CREEK IRR	2019 ASSESSMENT WAREMBOUR	140.00
7595	SOUTH BOULDER & COAL CREEK 1ST	2019 ASSESSMENT BLDR COUN	160.00
14396	SPRONK WATER ENGINEERS INC	Dec 19 Water Rights Engin	6,975.00
13673	STERLING TALENT SOLUTIONS	BACKGROUND CHECKS	270.81
4100	TERMINIX	PEST CONTROL WWTP	140.00
11125	TERRACON CONSULTANTS INC	Monitoring Inclinometers	825.00
9481	THE HOME DEPOT	BREAK ROOM SUPPLIES PC	92.36
14353	TRANSPARENT INFORMATION SERVIC	BACKGROUND CHECKS	143.65
6609	TRAVELERS	INSURANCE DEDUCTIBLE	126.00
14065	TYLER TECHNOLOGIES INC	Executime Implementation	640.00
14065	TYLER TECHNOLOGIES INC	Executime Implementation	640.00
4765	UNCC	DEC 19 LOCATES #48760	401.86
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICES	187.95
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,808.25
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	2,065.38
4900	VRANESH AND RAISCH LLP	DEC 19 WINDY GAP LEGAL SE	1,982.34
11053	WATER TECHNOLOGY GROUP	RECYCLE PUMP SEAL REPAIR	1,898.22
11053	WATER TECHNOLOGY GROUP	VERTICAL TURBINE REPAIR W	2,250.00
14373	WEIFIELD GROUP CONTRACTING INC	HEATER TROUBLESHOOTING WT	740.00
14373	WEIFIELD GROUP CONTRACTING INC	HEATER REPAIR WTP	1,791.81
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES PC	169.32
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES PC	65.71
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	3,236.95

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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 123119C 12/31/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CS	154.44
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES PC	19.96
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	201 INVOICES	WARRANT TOTAL	1,497,316.24
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DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001		WARRANT: 012120	01/21/2020
VENDOR	VENDOR NAME	PURPOSE	AMOUNT
9319	AMERICAN DATA GROUP INC	2020 ADG SOFTWARE MAINTEN	10,495.00
640	BOULDER COUNTY	DEC 19 BOULDER COUNTY USE	16,586.41
248	CDW GOVERNMENT	2020 VMWARE SOFTWARE RENE	2,169.74
10773	CENTRIC ELEVATOR CORP	JAN 20 ELEVATOR MAINT CH	306.18
10773	CENTRIC ELEVATOR CORP	JAN 20 ELEVATOR MAINT RSC	300.96
10773	CENTRIC ELEVATOR CORP	JAN 20 ELEVATOR MAINT LIB	511.33
10773	CENTRIC ELEVATOR CORP	JAN 20 ELEVATOR MAINT PC	280.04
12676	CIVIC RESULTS	2020 METRO MAYORS CAUCUS	1,694.56
14118	CLUB PROPHET SYSTEMS	JAN 20 POS SOFTWARE	610.00
14118	CLUB PROPHET SYSTEMS	CLUB PROPHET CONFERENCE	175.00
11353	COLORADO LIBRARY CONSORTIUM	2020 FLC MEMBERSHIP	44,781.93
10164	COLORADO DEPT OF REVENUE	DEFAULT JUDGMENT FEES	60.00
10606	COMMUTING SOLUTIONS	2020 MEMBERSHIP INVESTMEN	6,201.00
10606	COMMUTING SOLUTIONS	2020 LEGISLATIVE TABLE SP	750.00
10606	COMMUTING SOLUTIONS	2020 US 36 MCC ADMIN SERV	3,650.00
10606	COMMUTING SOLUTIONS	2020 ESRI SUBSCRIPTION	125.00
14877	CRS INSURANCE BROKERAGE INC	2020 CYBER LIABILITY	11,900.00
14877	CRS INSURANCE BROKERAGE INC	2020 CRIME POLICY	4,050.00
1520	DRCOG	2020 DRCOG MEMBER DUES 1S	4,500.00
1915	EXQUISITE ENTERPRISES INC	NAME PLATES COUNCIL	140.20
10722	GALE/CENGAGE LEARNING	ELECTRONIC DATABASES	5,333.60
10722	GALE/CENGAGE LEARNING	GALE EBOOK HOSTING FEE	300.00
13347	GLOBAL EQUIPMENT COMPANY INC	CONVEX MIRROR LIB	160.08
14576	GREEN LANDSCAPE SOLUTIONS LLC	LANDSCAPE MAINT FRONT ST	550.00
2405	HACH COMPANY	In-Situ TSS Monitoring	29,547.55
2475	HILL PETROLEUM	DIESEL FUEL GCM	282.17
9710	INDUSTRIAL CHEMICALS CORP	HYDROCHLORIC ACID SWTP	298.50
13782	LEXISNEXIS RISK DATA MANAGEMEN	2020 LUMEN INTEGRATION SE	1,900.00
13692	LIGHTNING MOBILE SERVICES LLC	SWEEP PARKING GARAGE	320.00
5432	LOUISVILLE FIRE PROTECTION DIS	DEC 19 FIRE DISTRICT FEES	5,535.00

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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001 WARRANT: 012120 01/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13468	MANGO LANGUAGES	LANGUAGE LEARNING	3,692.82
14768	MOJOS CLEANING SERVICES INC	JAN 20 JANITORIAL SERVICE	31,590.00
14768	MOJOS CLEANING SERVICES INC	JAN 20 PARKS JANITORIAL S	700.00
6168	MOTION & FLOW CONTROL PRODUCTS	PARTS UNIT 3202	675.77
6168	MOTION & FLOW CONTROL PRODUCTS	PARTS UNIT 3208	40.09
6427	NORTHERN COLO WATER CONSERVANC	2020 WG USBR CARRIAGE COS	13,890.58
6427	NORTHERN COLO WATER CONSERVANC	WINDY GAP FIRING PROJECT	378,000.00
6427	NORTHERN COLO WATER CONSERVANC	EASTERN PUMP STATION CONS	152,559.00
14648	OCCUPATIONAL HEALTH CENTERS OF	DOT PHYSICAL	68.00
99999	BIOTERRA CONSTRUCTORS INC	PERMIT REFUND 648 SANDALW	195.87
99999	NAMASTE SOLAR	PERMIT REFUND 400 RAINTR	250.00
99999	TURNER MORRIS INC	PERMIT REFUND 363 CENTENN	5,562.00
99999	WENDALL WILLIAMS	PROFESSIONAL LICENSE "A"	150.00
99999	PHOINEX RISING INC	BULK WATER METER REFUND	950.00
99999	DENVER POLICE DEPARTMENT	BASIC CPTED COURSE	500.00
99999	MCLEAN FORGE AND WELDING	FRONT LOBBY SAFETY WINDOW	170.00
13986	OPEN MEDIA FOUNDATION	JAN 20 WEB STREAM SERVICE	500.00
13589	PIPESTONE EQUIPMENT LLC	SEALED TERMINALS WTP	409.39
14614	PLAY-WELL TEKNOLOGIES	CONTRACTOR FEES 12175-1	409.50
11307	PROQUEST LLC	ELECTRONIC DATABASES	3,993.26
14200	RAMAKER & ASSOCIATES INC	CEMETERY SYSTEM SUPPORT	720.00
10243	RHOMAR INDUSTRIES INC	STREET SUPPLIES	1,262.75
14751	S::CAN MEASURING SYSTEMS LLC	ELECTRODES WWTP	2,498.00
14859	SHI INTERNATIONAL CORP	HP LAPTOP COUNCIL	1,191.69
4100	TERMINIX	2020 PEST CONTROL LIB	1,105.80
4100	TERMINIX	2020 PEST CONTROL RSC	907.92
4100	TERMINIX	2020 PEST CONTROL PC	640.20
4100	TERMINIX	2020 PEST CONTROL CS	756.60
14885	THE BOULDER LUMBER COMPANY	Bridge Repair	5,144.40
14663	THE JUMP ROPE GROUP LLC	CONTRACTOR FEES JUMP ROPE	600.60
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES RUNNING	7,236.80

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City of Louisville, CO
DETAIL INVOICE LIST

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CASH ACCOUNT: 001000 101001

WARRANT: 012120 01/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13829	THE WORX INC	LIFT STATION VAC TUBES	1,417.47
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES AC	100.41
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES LIB	1,004.75
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CH	294.86
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES WWTP	19.96
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES WTP	71.40
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES CS	32.73
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES PC	98.19
13985	WESTERN STATES FIRE PROTECTION	FIRE SYSTEM MONITORING CH	720.00
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 12/30-1/1	2,691.00
12043	WTS COLORADO	2020 WTS PARTNERING AGENC	500.00
13790	ZAYO GROUP LLC	JAN 20 INTERNET SERVICE	783.00
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	73 INVOICES	WARRANT TOTAL	777,619.06
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CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 11/21/19 - 12/19/19

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
4 RIVERS EQUIPMENT	GREELEY	MASON THOMPSON	OPERATIONS	12/17/2019	366.15
4 RIVERS EQUIPMENT	GREELEY	CONNOR POWERS	GOLF COURSE	12/13/2019	638.13
4 RIVERS EQUIPMENT	GREELEY	MASON THOMPSON	OPERATIONS	12/05/2019	102.79
88050 AMC GROUP SALES	8884404262	LESLIE RINGER	HUMAN RESOURCES	12/11/2019	859.95
ACTION TARGETS	8007790182	MIKE MILLER	POLICE	11/20/2019	400.37
AED SUPERSTORE	800-544-0048	PAMELA LEMON	REC CENTER	12/05/2019	402.00
AIA PRODUCTS / DUES	800-242-3837	DAVID D HAYES	POLICE	11/26/2019	79.99
AIA PRODUCTS / DUES	800-242-3837	DAVID D HAYES	POLICE	11/19/2019	79.99
ALARM PROCESSING CENTE	AURORA	JIM GILBERT	PARKS	12/09/2019	290.55
ALLDATA CORP #8601	ELK GROVE	MASON THOMPSON	OPERATIONS	12/02/2019	125.00
AMAZON.COM*AU7805WS3 A	AMZN.COM/BILL	ELIZABETH SCHESSLER	PLANNING	12/03/2019	169.28
AMAZON.COM*CQ9DO7CM3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/08/2019	69.89
AMAZON.COM*FH6GA6BD3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/21/2019	101.82
AMAZON.COM*J16SK2VG3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/18/2019	35.92
AMAZON.COM*K70EX5R93 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/20/2019	29.91
AMAZON.COM*NB44H0213 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/21/2019	123.86
AMAZON.COM*Y11JJ2NY3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/30/2019	12.39
AMAZON.COM*ZS5K59653 A	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	12/12/2019	31.12
AMERICAN PLANNING A	3124319100	ROBERT ZUCCARO	PLANNING	12/16/2019	962.00
AMERICAN WATER COLLEGE	6618741655	TERRELL PHILLIPS	WATER	12/12/2019	599.98
AMERLIBASSOC ECOMMERCE	866-746-7252	ERIN OWEN	LIBRARY	12/13/2019	239.00
AMERLIBASSOC ECOMMERCE	866-746-7252	REBECCA CAMPBELL	LIBRARY	12/12/2019	225.00
AMZN DIGITAL*QU1LV6RU3	888-802-3080	JILL SIEWERT	LIBRARY	12/03/2019	19.99
AMZN MKTP US AMZN.COM/	AMZN.COM/BILL	JEN KENNEY	POLICE	12/18/2019	-41.00
AMZN MKTP US*OT93W3EG3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	11/28/2019	41.98
AMZN MKTP US*1Y33P2O53	AMZN.COM/BILL	JEN KENNEY	POLICE	12/11/2019	107.43
AMZN MKTP US*4434U82H3	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/15/2019	24.59
AMZN MKTP US*4I7TT69R3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	11/28/2019	59.96
AMZN MKTP US*9526V87W3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/11/2019	149.19
AMZN MKTP US*AJ0H998Y3	AMZN.COM/BILL	DIANE M KREAGER	FINANCE	12/05/2019	3,692.76
AMZN MKTP US*CW6785AP3	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/16/2019	67.50
AMZN MKTP US*I17VQ9BN3	AMZN.COM/BILL	ERICA BERZINS	POLICE	12/18/2019	61.80
AMZN MKTP US*IP3XC7IL3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/02/2019	104.85
AMZN MKTP US*JF8825S63	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/04/2019	13.98
AMZN MKTP US*LZ7SS1UK3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/23/2019	6.99
AMZN MKTP US*MO7GQ7RM3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/20/2019	160.47
AMZN MKTP US*RE5629ZQ3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/04/2019	10.99
AMZN MKTP US*TX8RG7BX3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/20/2019	91.10

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*WP63F1KQ3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/04/2019	67.78
AMZN MKTP US*XQ7DZ36T3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	11/20/2019	33.70
AMZN MKTP US*YD4UB0L83	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/21/2019	73.19
AMZN MKTP US	AMZN.COM/BILL	DIANE M KREAGER	FINANCE	12/17/2019	-509.97
AMZN MKTP US*0140W6DE3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/02/2019	148.81
AMZN MKTP US*091QP9YT3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/15/2019	174.03
AMZN MKTP US*1Z9PS30K3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/11/2019	78.97
AMZN MKTP US*2H6G89OX3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/17/2019	79.50
AMZN MKTP US*2J0W39N33	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/16/2019	20.00
AMZN MKTP US*312IB78A3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/08/2019	9.09
AMZN MKTP US*3556D5BD3	AMZN.COM/BILL	DIANE M KREAGER	FINANCE	12/04/2019	509.97
AMZN MKTP US*380Z94CH3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/12/2019	14.94
AMZN MKTP US*3H4WW07X3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/03/2019	94.93
AMZN MKTP US*541XV1EP3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/06/2019	233.39
AMZN MKTP US*5F2AF5U63	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/15/2019	9.10
AMZN MKTP US*648FT4SJ3	AMZN.COM/BILL	CHERYL KELLER	POLICE	12/18/2019	109.95
AMZN MKTP US*6G7XS5I43	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/09/2019	24.98
AMZN MKTP US*9U3YU9JG3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/10/2019	102.38
AMZN MKTP US*B48994B93	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/02/2019	25.91
AMZN MKTP US*BH6A23DY3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/11/2019	34.95
AMZN MKTP US*C306X4773	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/15/2019	40.52
AMZN MKTP US*DH08G9ES3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/16/2019	23.85
AMZN MKTP US*E67DI1GB3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/17/2019	29.98
AMZN MKTP US*FY0T92X13	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/08/2019	7.99
AMZN MKTP US*G45BU0SE3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/23/2019	17.04
AMZN MKTP US*G97N33I33	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/15/2019	25.52
AMZN MKTP US*GX97V2B03	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/19/2019	44.99
AMZN MKTP US*H89R259G3	AMZN.COM/BILL	CHERYL KELLER	POLICE	12/18/2019	289.95
AMZN MKTP US*HK99T85Q3	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/16/2019	74.90
AMZN MKTP US*IO4AI2283	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/12/2019	34.99
AMZN MKTP US*JZ1X73BT3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/06/2019	349.00
AMZN MKTP US*KQ56Q4HQ3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/06/2019	11.00
AMZN MKTP US*LU5DY8CX3	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	12/11/2019	50.29
AMZN MKTP US*MF27J9823	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/17/2019	17.99
AMZN MKTP US*N67J78F03	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	11/23/2019	156.60
AMZN MKTP US*NE9WC7M33	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	12/17/2019	197.00
AMZN MKTP US*NW84Y94D3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/17/2019	27.96
AMZN MKTP US*PG2HZ5ED3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/19/2019	15.90
AMZN MKTP US*PX6DQ1DC3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/18/2019	88.85
AMZN MKTP US*QT5Z69SO3	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	12/10/2019	20.99
AMZN MKTP US*RY2SS0OW3	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/11/2019	219.99
AMZN MKTP US*S83QE2S93	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	12/19/2019	27.79

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*S861A70M3	AMZN.COM/BILL	JEN KENNEY	POLICE	12/08/2019	31.00
AMZN MKTP US*T01G24HW3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/06/2019	39.25
AMZN MKTP US*T53HV8323	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/11/2019	178.94
AMZN MKTP US*TH96J3FK3	AMZN.COM/BILL	BRIAN GARDUNO	OPERATIONS	12/06/2019	73.62
AMZN MKTP US*V22GW5FI3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	12/07/2019	375.33
AMZN MKTP US*V75GL1XO3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/08/2019	12.20
AMZN MKTP US*W32AR0LC3	AMZN.COM/BILL	KATHERINE ZOSS	CITY MANAGER	12/14/2019	56.99
AMZN MKTP US*WD3KL4BI3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/04/2019	35.00
AMZN MKTP US*WY2TC6WD3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	11/21/2019	22.59
AMZN MKTP US*Y76V29E93	AMZN.COM/BILL	TERRELL PHILLIPS	WATER	12/01/2019	22.99
AMZN MKTP US*YH0HJ2AQ3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	11/25/2019	29.85
AMZN MKTP US*YX9EB9TF3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	12/11/2019	37.35
APPLIED ERGONOMICS	8476795148	MEREDYTH MUTH	CITY MANAGER	12/10/2019	359.00
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	12/12/2019	387.20
ARIZONA MANUFACTURING	480-968-6249	SAM WHITE	GOLF COURSE	12/11/2019	896.01
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	12/18/2019	665.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	12/18/2019	623.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	12/06/2019	573.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	11/26/2019	615.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	11/25/2019	623.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	11/25/2019	615.00
ARROWHEAD AWARDS	303-447-9407	DAWN BURGESS	CITY MANAGER	12/04/2019	97.00
ATD	7036838100	DIANE M KREAGER	FINANCE	11/20/2019	2,795.00
ATSSA	540-3681701	VICKIE ILKO	OPERATIONS	12/16/2019	99.00
ATT*TECH SUPP 360	877-88TS360	DANIEL WOOLDRIDGE	IT	12/11/2019	10.00
AUTOMATIONDIRECT.COM	7708897588	GREG VENETTE	WATER	12/12/2019	610.50
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/26/2019	-.12
AMAZON.COM*052YI4LU3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	12/05/2019	82.98
AMAZON.COM*2R9KT57R3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/10/2019	184.23
AMAZON.COM*3719A5DK3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/30/2019	50.35
AMAZON.COM*7F8G51UO3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/19/2019	38.49
AMAZON.COM*7V6LA8V33	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/20/2019	89.97
AMAZON.COM*9X18A7SZ3	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	12/04/2019	28.81
AMAZON.COM*B08BE1653	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/17/2019	17.96
AMAZON.COM*EG2X26LQ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/17/2019	165.79
AMAZON.COM*K49786R13	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	11/26/2019	65.70
AMAZON.COM*NY8O32GG3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/10/2019	77.81
AMAZON.COM*ON70W2WU3	AMZN.COM/BILL	JAMES VAUGHAN	REC CENTER	12/05/2019	44.67
AMAZON.COM*OW2Q31H43	AMZN.COM/BILL	MEAGAN BROWN	HUMAN RESOURCES	12/01/2019	35.44
AMAZON.COM*PA6OY2243	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/08/2019	29.98
AMAZON.COM*QA4RQ6WF3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	12/19/2019	11.99
AMAZON.COM*RQ7VE2PM3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	12/10/2019	119.63

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CHIPOTLE ONLINE	3035954000	DAWN BURGESS	CITY MANAGER	12/17/2019	77.67
CNS NOTARY	9705811805	JEN KENNEY	POLICE	12/18/2019	70.00
CO DEPT OF LABOR AND E	3035343468	GREG VENETTE	WATER	12/06/2019	36.55
COAL CREEK COLLISION	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/03/2019	1,000.00
COAL CREEK SPORTS CENT	LAFAYETTE	KATHY MARTIN	REC CENTER	11/27/2019	130.00
COGENT	KANSAS CITY	MARC DENNY	WASTEWATER	12/12/2019	40.00
COLORADO ANALYTICAL	BRIGHTON	MARC DENNY	WASTEWATER	11/22/2019	244.80
COLORADO CHAPTER OF TH	303-9877554	RANDY DEWITZ	BUILDING SAFETY	12/13/2019	370.80
COLORADO CHAPTER OF TH	303-9877554	ELIZABETH SCHESSLER	PLANNING	12/12/2019	370.80
COLORADO CHAPTER OF TH	303-9877554	ELIZABETH SCHESSLER	PLANNING	12/05/2019	370.80
COLORADO CHAPTER OF TH	303-9877554	ELIZABETH SCHESSLER	PLANNING	12/05/2019	412.00
COLORADO CWP	719-545-6748	MARC DENNY	WASTEWATER	12/18/2019	-85.00
COLORADO CWP	719-545-6748	MARC DENNY	WASTEWATER	12/17/2019	135.00
COLORADO CWP	719-545-6748	MARC DENNY	WASTEWATER	12/16/2019	85.00
COLORADO CWP	719-545-6748	MARC DENNY	WASTEWATER	12/16/2019	50.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	12/12/2019	50.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	12/11/2019	50.00
COLORADO CWP	719-545-6748	TERRELL PHILLIPS	WATER	12/09/2019	50.00
COLORADO MUNICIPAL CLE	WESTMINSTER	MEREDYTH MUTH	CITY MANAGER	12/02/2019	201.00
COLORADO PARKS AND REC	DENVER	JIM GILBERT	PARKS	12/13/2019	103.00
COLORADO WEED MANAGEME	303-2107077	EMBER K BRIGNULL	PARKS	12/02/2019	350.00
COLORADO WEED MANAGEME	303-2107077	CATHERINE JEPSON	PARKS	11/20/2019	350.00
COMCAST CABLE COMM	800-COMCAST	KATHERINE ZOSS	CITY MANAGER	12/13/2019	109.95
COMCAST CABLE COMM	800-COMCAST	JIM GILBERT	PARKS	11/28/2019	497.17
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	12/04/2019	33.93
COMMAND PRESENCE	8335387246	CHRISTOPHER HUMPHREYS	POLICE	12/05/2019	149.00
CORNWELL TOOLS	DACONO	MASON THOMPSON	OPERATIONS	12/18/2019	71.90
CPI*COLEPARMERINSTRUMT	800-323-4340	MARC DENNY	WASTEWATER	11/27/2019	98.50
CPS DISTRIBUTORS	BOULDER	DAVID ALDERS	PARKS	12/06/2019	195.42
CUTEPDF ACROSOFTWAR	7573838362	JAMES SCHWENGLER	IT	12/04/2019	49.95
CUTEPDF ACROSOFTWAR	7573838362	JAMES SCHWENGLER	IT	12/03/2019	180.00
DAILY CAMERA	3034443444	CHERYL KELLER	POLICE	11/21/2019	13.89
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	12/10/2019	622.03
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	11/20/2019	55.76
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	12/10/2019	623.02
DENVER HISTORY TOURS L	DENVER	KATIE TOFTE	REC CENTER	12/06/2019	200.00
DISPLAYS2GO	401-247-0333	GINGER CROSS	GOLF COURSE	12/17/2019	498.43
DISPLAYS2GO	401-247-0333	DAVID D HAYES	POLICE	12/13/2019	330.68
DISPLAYS2GO	401-247-0333	AMANDA PERERA	REC CENTER	11/23/2019	330.68
DMARCIN INC	8283677012	DANIEL WOOLDRIDGE	IT	11/29/2019	239.88
DOMINO'S 6286	303-449-7101	MEREDITH KRAUTLER-KLEMI	REC CENTER	12/13/2019	81.95
DOMINO'S 6286	303-449-7101	PEGGY JONES	REC CENTER	12/06/2019	59.58

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
DOMINO'S 6286	303-449-7101	PEGGY JONES	REC CENTER	11/22/2019	51.21
DOUBLE HAPPY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/02/2019	31.00
DROPBOX*Z4M9GK397SQ4	DROPBOX.COM	EMILY HOGAN	CITY MANAGER	12/18/2019	11.99
DTV*DIRECTV SERVICE	800-347-3288	DAVID BARIL	GOLF COURSE	12/11/2019	275.96
DUSTY ROSE TEA ROOM IN	GEORGETOWN	KATHY MARTIN	REC CENTER	12/12/2019	1,274.40
EB 11TH LEGISLATIVE B	8014137200	ROBERT ZUCCARO	PLANNING	12/16/2019	-75.00
EB NEW AND IMPROVED 2	8014137200	LESLIE RINGER	HUMAN RESOURCES	12/16/2019	298.00
ECO CYCLE	BOULDER	DAVID BARIL	GOLF COURSE	12/06/2019	42.53
ELEY CORPORATION	402-4742224	JAMES VAUGHAN	REC CENTER	12/18/2019	-29.55
ELEY CORPORATION	402-4742224	JAMES VAUGHAN	REC CENTER	12/12/2019	622.40
EMBASSY SUITES BLDR PA	BOULDER	ROBERT ZUCCARO	PLANNING	11/21/2019	10.00
EVIDENT INC	UNION HALL	ERICA BERZINS	POLICE	11/20/2019	199.80
FACEBK EKL4N4NF82	MENLO PARK	GLORIA HANDYSIDE	CITY MANAGER	11/26/2019	25.00
FACEBK KMHATMWF82	MENLO PARK	GLORIA HANDYSIDE	CITY MANAGER	11/29/2019	25.00
FACEBK SMUWSMSF82	MENLO PARK	GLORIA HANDYSIDE	CITY MANAGER	11/23/2019	25.00
FALCON ENVIRONMENTAL C	303-4997131	THOMAS CZAJKA	OPERATIONS	12/10/2019	708.73
FALCON ENVIRONMENTAL C	303-4997131	THOMAS CZAJKA	OPERATIONS	12/10/2019	56.17
FALCON ENVIRONMENTAL C	303-4997131	THOMAS CZAJKA	OPERATIONS	11/25/2019	422.72
FASTENAL COMPANY 01COB	LAFAYETTE	ROSS DAVIS	OPERATIONS	12/17/2019	8.22
FASTSIGNS OF BOULDER	BOULDER	GREG VENETTE	WATER	12/17/2019	36.20
FEDEX 33762676	180-0463333	DAVID BARIL	GOLF COURSE	12/08/2019	3.47
FEDEX 498744577	MEMPHIS	DAVID BARIL	GOLF COURSE	12/10/2019	440.04
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	11/27/2019	316.90
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	11/27/2019	69.12
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	11/27/2019	42.46
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	11/27/2019	136.25
FLIGHT SYSTEM INDUSTRI	800 333-1194	DAVID BARIL	GOLF COURSE	12/02/2019	545.90
FORMS FULFILLMENT CENT	914-345-6268	DIANE M KREAGER	FINANCE	12/05/2019	346.10
FRONTIER	DENVER	MEAGAN BROWN	HUMAN RESOURCES	11/22/2019	80.00
FRONTIER	DENVER	MEAGAN BROWN	HUMAN RESOURCES	11/22/2019	88.00
FS COM INC	2532773058	DIANE M KREAGER	FINANCE	12/18/2019	1,404.42
GALLS	8592667227	MATTHEW E TRUJILLO	POLICE	12/15/2019	56.50
GALLS	8592667227	MATTHEW E TRUJILLO	POLICE	12/11/2019	27.93
GALLS	8592667227	MATTHEW E TRUJILLO	POLICE	12/06/2019	-29.51
GALLS	8592667227	MATTHEW E TRUJILLO	POLICE	12/05/2019	30.24
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	12/17/2019	390.10
GRAINGER	877-2022594	JAMES VAUGHAN	REC CENTER	12/11/2019	244.90
GRAINGER	877-2022594	MARC DENNY	WASTEWATER	12/05/2019	222.96
GRAINGER	877-2022594	DAVID DEAN	GOLF COURSE	12/04/2019	20.30
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	12/11/2019	797.32
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	12/06/2019	912.80
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	12/10/2019	140.06

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	12/06/2019	214.92
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	12/02/2019	247.45
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	11/25/2019	672.63
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	11/25/2019	94.23
HERITAGE LANDSCAPE SUP	2144914149	DRUSILLA TIEBEN	PARKS	12/10/2019	114.33
HERITAGE LANDSCAPE SUP	2144914149	MARC DENNY	WASTEWATER	11/25/2019	92.95
HOBART SERVICE RM	937-3323000	KATIE BEASLEY	REC CENTER	11/25/2019	675.16
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	12/16/2019	15.79
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	11/30/2019	89.12
HOMEDEPOT.COM	800-430-3376	JAMES VAUGHAN	REC CENTER	11/22/2019	10.30
HOTEL*FRONTIER	877-283-5585	MEAGAN BROWN	HUMAN RESOURCES	11/22/2019	735.93
IAPMO	909-4724100	KERRY KRAMER	PARKS	11/21/2019	800.00
INT'L CODE COUNCIL INC	888-422-7233	CHAD ROOT	BUILDING SAFETY	12/11/2019	800.00
INT*IN *1-2-1 MARKETIN	407-3954701	SAM WHITE	GOLF COURSE	12/03/2019	199.00
INT*IN *A STRAIGHT UP	805-6688851	TERRELL PHILLIPS	WATER	11/23/2019	60.00
INT*IN *ARROWHEAD SCIE	913-8948388	ERICA BERZINS	POLICE	12/12/2019	497.23
INT*IN *CENTRIFUGE TRA	682-2166663	JOHN BROOKS	POLICE	12/15/2019	275.00
INT*IN *VAN GO AUTO GL	303-4641500	MASON THOMPSON	OPERATIONS	12/06/2019	240.00
INTUIT *IN *BIOBAG USA	727-7891646	ERIK SWIATEK	PARKS	11/22/2019	739.80
INSTANT IMPRINTS LOUIS	LOUISVILLE	ERIN OWEN	LIBRARY	12/04/2019	218.40
INSTANT IMPRINTS LOUIS	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/03/2019	316.49
JAX RANCH & HOME	LAFAYETTE	MICHAEL TOWERS	PARKS	12/17/2019	40.96
JAX RANCH & HOME	LAFAYETTE	CATHERINE JEPSON	PARKS	12/17/2019	100.00
JAX RANCH & HOME	LAFAYETTE	NICHOLAS POTOPCHUK	PARKS	12/02/2019	7.98
JIMMY JOHNS - 2668	LOUISVILLE	JIM GILBERT	PARKS	11/20/2019	-22.26
JIMMY JOHNS - 2668 - E	LOUISVILLE	JIM GILBERT	PARKS	11/20/2019	-22.00
KENTSPORTSALPHAGOLF	8187259720	DAVID BARIL	GOLF COURSE	12/18/2019	193.09
KING SOOPERS #0013	LOUISVILLE	GREG VENETTE	WATER	12/18/2019	34.14
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/16/2019	165.27
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/12/2019	16.29
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/10/2019	13.99
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/06/2019	232.22
KING SOOPERS #0013	LOUISVILLE	REBECCA ST ORES	REC CENTER	12/05/2019	16.41
KING SOOPERS #0013	LOUISVILLE	JACK MANIAN	OPERATIONS	12/05/2019	24.84
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEM	REC CENTER	12/04/2019	228.87
KING SOOPERS #0013	LOUISVILLE	REBECCA ST ORES	REC CENTER	12/02/2019	8.96
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	11/25/2019	141.24
KING SOOPERS #0013	LOUISVILLE	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	11/25/2019	15.47
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEM	REC CENTER	11/20/2019	232.76
LAKESHORE LEARNING MAT	3105374778	KRISTEN BODINE	LIBRARY	12/10/2019	278.98
LAMARS DONUTS-	LOUISVILLE	BEN REDARD	POLICE	12/15/2019	35.97
LANDS END BUS OUTFITTE	8003324700	ELIZABETH SCHETTLER	PLANNING	12/17/2019	633.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LANDS END BUS OUTFITTE	8003324700	ELIZABETH SCHESSLER	PLANNING	12/06/2019	45.00
LAZ PARKING 760137	DENVER	HEATHER BALSER	CITY MANAGER	12/09/2019	18.00
LES MILLS US TRADING	6308285949	LINDSEY WITTY	REC CENTER	12/04/2019	863.78
LES MILLS US TRADING	6308285949	LINDSEY WITTY	REC CENTER	12/04/2019	529.00
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	12/16/2019	77.17
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	12/16/2019	961.67
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	12/16/2019	2,296.18
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	12/16/2019	743.62
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	12/16/2019	819.35
LIFEGUARD STORE - ONLI	3094515858	KATIE MEYER	REC CENTER	12/05/2019	82.50
LINKEDIN-513*1480974	LNKD.IN/BILL	CHRISTOPHER NEVES	IT	11/24/2019	239.88
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	251.35
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	247.44
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	117.24
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	92.08
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	87.52
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	31.16
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	22.04
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	12/18/2019	4.69
LL JOHNSON DIST CO	DENVER	DRUSILLA TIEBEN	PARKS	12/04/2019	612.40
LOCO HERMANOS	LOUISVILLE	CHRISTOPHER NEVES	IT	12/06/2019	35.60
LOGMEIN*GOTOMEETING	LOGMEIN.COM	JEFFREY FISHER	POLICE	12/12/2019	49.00
LOW COST OFFICE FURNIT	LAFAYETTE	ERICA BERZINS	POLICE	12/16/2019	150.00
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	12/17/2019	29.98
LOWES #00220*	LOUISVILLE	ROSS DAVIS	OPERATIONS	12/17/2019	13.44
LOWES #00220*	LOUISVILLE	ROSS DAVIS	OPERATIONS	12/17/2019	-13.44
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	12/16/2019	13.96
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	12/16/2019	12.70
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	12/13/2019	12.46
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/10/2019	34.88
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	12/10/2019	50.56
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	12/10/2019	6.05
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/09/2019	6.34
LOWES #00220*	LOUISVILLE	MIKE MILLER	POLICE	12/09/2019	43.50
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/07/2019	49.35
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	12/06/2019	39.94
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/06/2019	13.96
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	12/05/2019	231.68
LOWES #00220*	LOUISVILLE	KERRY KRAMER	PARKS	12/04/2019	29.98
LOWES #00220*	LOUISVILLE	GREG VENETTE	WATER	12/04/2019	132.98
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	12/02/2019	8.16
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	12/02/2019	50.62

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/27/2019	47.87
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	11/25/2019	18.98
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/25/2019	100.97
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	11/25/2019	48.34
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	11/20/2019	43.72
LUCKY PIE PIZZA & TAP	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	11/21/2019	115.00
MAC EQUIPMENT INC (LON	LONGMONT	DIANE M KREAGER	FINANCE	12/17/2019	1,079.16
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	12/17/2019	50.72
MAC EQUIPMENT INC (LON	LONGMONT	MICHAEL TOWERS	PARKS	12/11/2019	101.67
MAC EQUIPMENT INC (LON	LONGMONT	MASON THOMPSON	OPERATIONS	12/10/2019	17.01
MAD GREENS B	GOLDEN	DAWN BURGESS	CITY MANAGER	11/18/2019	189.00
MAILCHIMP *MONTHLY	MAILCHIMP.COM	GLORIA HANDYSIDE	CITY MANAGER	12/18/2019	194.65
MARCOS PIZZA - 6005	SUPERIOR	CHERYL KELLER	POLICE	12/17/2019	114.10
MARCOS PIZZA - 6005	SUPERIOR	JEN KENNEY	POLICE	12/09/2019	35.98
MARTIN MARIETTA MATERI	LAKWOOD	NICHOLAS POTOPCHUK	PARKS	12/09/2019	355.18
MCCANDLESS TRUCK CENTE	HENDERSON	MASON THOMPSON	OPERATIONS	12/16/2019	-215.42
MCCANDLESS TRUCK CENTE	HENDERSON	MASON THOMPSON	OPERATIONS	12/09/2019	215.42
METAL SUPERMARKETS WHE	WHEAT RIDGE	DAVID ALDERS	PARKS	12/13/2019	517.68
MICHAELS STORES 2059	SUPERIOR	KRISTEN PORTER	REC CENTER	12/07/2019	10.00
MICHAELS STORES 2059	SUPERIOR	PAMELA LEMON	REC CENTER	12/07/2019	15.19
MICHAELS STORES 2059	SUPERIOR	PEGGY JONES	REC CENTER	12/03/2019	38.82
MMF POS	8475377200	JULIE SEYDEL	REC CENTER	12/11/2019	29.03
MSFT * E05009PCPO	MSFT AZURE	DANIEL WOOLDRIDGE	IT	12/01/2019	115.80
MARINA POOL, SPA, & PA	LAKWOOD	JAMES VAUGHAN	REC CENTER	12/11/2019	23.99
MESSAGE MEDIA	SAN FRANCISCO	GLORIA HANDYSIDE	CITY MANAGER	12/14/2019	100.00
NAGARA	2025083800	MEREDYTH MUTH	CITY MANAGER	12/12/2019	225.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	12/12/2019	109.63
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	12/12/2019	1,468.94
NATIONAL LAW ENFORCEME	800-9302953	MIKE MILLER	POLICE	12/18/2019	50.00
NATIONAL LAW ENFORCEME	800-9302953	MIKE MILLER	POLICE	12/15/2019	50.00
NFPA NATL FIRE PROTECT	800-344-3555	TERRELL PHILLIPS	WATER	12/09/2019	205.45
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	12/03/2019	3.00
NTL SWIM POOL FOUNDATI	7195409119	JAMES VAUGHAN	REC CENTER	12/07/2019	250.00
NTL SWIM POOL FOUNDATI	7195409119	JAMES VAUGHAN	REC CENTER	11/26/2019	330.00
NU CTR PUBLIC SAFETY 1	8474913447	JEFFREY FISHER	POLICE	12/16/2019	10.00
NYRP	15182514591	JAMES VAUGHAN	REC CENTER	12/12/2019	60.75
OFFICEMAX/DEPOT 6616	SUPERIOR	JEN KENNEY	POLICE	12/02/2019	54.99
OFFICEMAX/DEPOT 6616	SUPERIOR	KATIE TOFTE	REC CENTER	11/19/2019	23.40
OFFICESCAPES OF DENVE	3035741115	KRISTEN BODINE	LIBRARY	12/04/2019	719.86
ORLEANS HOTEL & CASINO	7023657111	CHAD ROOT	BUILDING SAFETY	12/11/2019	49.72
P & W GOLF SUPPLY LLC	8479432399	DAVID DEAN	GOLF COURSE	11/25/2019	92.97
PARKER STORE LOUISVILL	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	11/20/2019	24.84

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
PARMA TRATTORIA MOZZ	LOUISVILLE	CHAD ROOT	BUILDING SAFETY	11/21/2019	98.00
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	12/02/2019	19.95
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	12/02/2019	59.95
PAYPAL *EBAY HURRICANE	4029357733	DAVID BARIL	GOLF COURSE	12/13/2019	41.95
PAYPAL *INDIGOWATER	4029357733	GREG VENETTE	WATER	12/09/2019	30.00
PAYPAL *INDIGOWATER	4029357733	GREG VENETTE	WATER	12/09/2019	30.00
PAYPAL *INDIGOWATER	4029357733	GREG VENETTE	WATER	11/25/2019	30.00
PAYPAL *INDIGOWATER	4029357733	GREG VENETTE	WATER	11/25/2019	30.00
PIONEER SAND CO 15	BROOMFIELD	ROSS DAVIS	OPERATIONS	12/17/2019	335.70
PIONEER SAND CO 15	BROOMFIELD	ROSS DAVIS	OPERATIONS	12/17/2019	-167.85
PK SAFETY SUPPLY	800-8299580	MARC DENNY	WASTEWATER	12/09/2019	-16.00
PK SAFETY SUPPLY	800-8299580	MARC DENNY	WASTEWATER	12/04/2019	176.00
PK SAFETY SUPPLY	800-8299580	MARC DENNY	WASTEWATER	11/25/2019	228.00
PLUG N PAY INC	800-945-2538	JULIE SEYDEL	REC CENTER	12/05/2019	201.60
PP*ADVANCEDCAR	4029352244	KATHY MARTIN	REC CENTER	12/12/2019	1,146.60
PRAIRIE MOUNTAIN MEDIA	8884549588	DIANE M KREAGER	FINANCE	12/12/2019	524.92
PROFESSIONAL TREE AND	303-4227608	CHRIS LICHTY	PARKS	12/13/2019	568.05
PULLTARPS MFG - CA	6194498860	MICHAEL CLEVELAND	OPERATIONS	12/13/2019	109.72
PET SCOOP, INC. / PET	303-202-1899	DRUSILLA TIEBEN	PARKS	12/01/2019	325.00
RED*CROSS TRNG & PROD	800-733-2767	KATIE MEYER	REC CENTER	12/11/2019	152.00
RED*CROSS TRNG & PROD	800-733-2767	KATIE MEYER	REC CENTER	12/11/2019	90.00
RED*CROSS TRNG & PROD	800-733-2767	DANIEL BIDLEMEN	REC CENTER	12/04/2019	76.00
REDNECK TRAILER SUP 9	FREDERICK	MASON THOMPSON	OPERATIONS	11/21/2019	156.22
RMGCSA	303-4334446	NORMAN MERLO	GOLF COURSE	12/05/2019	25.00
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	12/17/2019	450.00
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	12/12/2019	144.45
ROADSAFE 3101	401-2534600	JACK MANIAN	OPERATIONS	12/06/2019	795.02
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	12/05/2019	778.56
ROCKY MOUNTAIN REGIONA	303-770-2220	DAVID DEAN	GOLF COURSE	12/11/2019	15.00
ROSATI S CHICAGO PIZZA	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/12/2019	124.50
SAFETY AND CONSTRUCTIO	DENVER	JACK MANIAN	OPERATIONS	12/18/2019	55.30
SAFETY AND CONSTRUCTIO	DENVER	JACK MANIAN	OPERATIONS	12/18/2019	86.00
SAFETY AND CONSTRUCTIO	DENVER	THOMAS CZAJKA	OPERATIONS	12/06/2019	15.52
SAFETY AND CONSTRUCTIO	DENVER	THOMAS CZAJKA	OPERATIONS	12/06/2019	195.03
SAFEWAY #2812	LOUISVILLE	BEN REDARD	POLICE	12/15/2019	6.99
SAFEWAY #2812	LOUISVILLE	KIM CONTINI	REC CENTER	12/10/2019	23.45
SAFEWAY #2812	LOUISVILLE	KRISTEN PORTER	REC CENTER	12/09/2019	9.98
SAFEWAY #2812	LOUISVILLE	PATRICIA MORGAN	REC CENTER	12/06/2019	29.94
SAFEWAY #2812	LOUISVILLE	REBECCA ST ORES	REC CENTER	12/02/2019	14.19
SAFEWAY #2812	LOUISVILLE	DAVID BARIL	GOLF COURSE	11/29/2019	129.97
SAFEWAY #2812	LOUISVILLE	AMANDA PERERA	REC CENTER	11/21/2019	22.00
SHRED-IT	8666474733	CHERYL KELLER	POLICE	12/04/2019	30.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SHRED-IT	8666474733	DIANE M KREAGER	FINANCE	12/04/2019	42.00
SIP.US LLC	800-566-9810	TERRELL PHILLIPS	WATER	12/10/2019	24.95
SITEGROUND HOSTING	866-6052484	DAVID ALDERS	PARKS	12/16/2019	301.14
SITEONE LANDSCAPE SUPP	BROOMFIELD	DAVID DEAN	GOLF COURSE	12/18/2019	71.00
SITEONE LANDSCAPE SUPP	BROOMFIELD	KERRY KRAMER	PARKS	12/06/2019	387.10
SMASHBURGER #1525	LOUISVILLE	DESHAUN BECERRIL	OPERATIONS	12/06/2019	58.13
SOS REGISTRATION FEE	3038606962	CHERYL KELLER	POLICE	12/05/2019	10.00
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	12/13/2019	45.88
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	12/05/2019	45.15
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	12/04/2019	119.62
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	11/25/2019	98.58
SOURCE OFFICE - VITAL	GOLDEN	ANGELA NORENE	OPERATIONS	11/21/2019	94.51
SPECTRAPURE	480-289-8065	GREG VENETTE	WATER	12/16/2019	356.48
SPRINGHILL SUITES	PUEBLO	PENNEY BOLTE	SALES TAX	11/23/2019	87.22
SPRINGHILL SUITES	PUEBLO	PENNEY BOLTE	SALES TAX	11/23/2019	198.00
SPRINGHILL SUITES	PUEBLO	PENNEY BOLTE	SALES TAX	11/21/2019	110.78
SPRINGHILL SUITES	PUEBLO	PENNEY BOLTE	SALES TAX	11/21/2019	110.78
SPRINGHILL SUITES	PUEBLO	PENNEY BOLTE	SALES TAX	11/21/2019	-110.78
SQ *SQ *FOOTHILLS STON	GOSQ.COM	NICHOLAS POTOPCHUK	PARKS	12/09/2019	239.00
SQ *SQ *LANDSLIDE PRIN	GOSQ.COM	JEN KENNEY	POLICE	12/09/2019	235.00
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/12/2019	51.15
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	11/27/2019	114.18
SQU*SQ *B.O.B.S. DINER	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	11/26/2019	116.34
SQU*SQ *MOXIE BREAD CO	LOUISVILLE	DAWN BURGESS	CITY MANAGER	12/16/2019	23.00
STAPLS7302117482000001	877-8267755	ERIN OWEN	LIBRARY	11/20/2019	34.98
STAPLS7302375753000001	877-8267755	DIANE M KREAGER	FINANCE	11/22/2019	1,712.40
STAPLS7302926577000001	877-8267755	ERIN OWEN	LIBRARY	12/12/2019	268.95
STICKER MULE	8009759465	AUBREY HILTE	PARKS	11/21/2019	279.50
SUEZ TREATMENT SOLUTIO	2017505739	MARC DENNY	WASTEWATER	12/12/2019	365.16
SUEZ TREATMENT SOLUTIO	2017505739	MARC DENNY	WASTEWATER	12/11/2019	700.13
SUPERSHUTTLE EXECUCARL	8002583826	MEREDYTH MUTH	CITY MANAGER	11/22/2019	80.00
SWEET SPOT CAFE	LOUISVILLE	DAVID BARIL	GOLF COURSE	11/30/2019	25.24
SWEET SPOT CAFE	LOUISVILLE	DAWN BURGESS	CITY MANAGER	11/22/2019	258.50
TARGET 00017699	SUPERIOR	CHRISTOPHER HUMPHREYS	POLICE	12/15/2019	29.99
TARGET 00017699	SUPERIOR	REBECCA ST ORES	REC CENTER	12/05/2019	8.68
TARGET 00017699	SUPERIOR	PATRICIA MORGAN	REC CENTER	11/25/2019	10.00
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	12/09/2019	307.60
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	11/20/2019	289.23
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	12/16/2019	48.42
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	12/16/2019	30.60
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	12/16/2019	30.60
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	12/16/2019	27.26

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	12/13/2019	113.42
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	12/12/2019	30.83
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	12/11/2019	65.07
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	12/09/2019	34.94
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	12/09/2019	21.93
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	12/07/2019	9.88
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	12/06/2019	13.97
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	12/06/2019	-6.48
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	12/06/2019	31.40
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	12/06/2019	-34.11
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	12/06/2019	8.28
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	12/06/2019	46.45
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	12/05/2019	14.97
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	12/05/2019	75.22
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	12/04/2019	8.06
THE HOME DEPOT #1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	12/02/2019	131.90
THE HOME DEPOT #1506	LOUISVILLE	BRIDGET BACON	LIBRARY	12/01/2019	147.98
THE HOME DEPOT #1506	LOUISVILLE	BRIDGET BACON	LIBRARY	11/29/2019	29.96
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	11/25/2019	6.48
THE HOME DEPOT #1506	LOUISVILLE	AUBREY HILTE	PARKS	11/23/2019	3.27
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	11/23/2019	60.26
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	11/22/2019	73.11
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/21/2019	129.17
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	11/21/2019	192.97
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	11/20/2019	17.76
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/20/2019	32.56
THE HOME DEPOT #1506	LOUISVILLE	DANIEL PEER	PARKS	11/19/2019	16.14
THE HOME DEPOT 1506	LOUISVILLE	RANDY DEWITZ	BUILDING SAFETY	12/17/2019	411.19
THE HOME DEPOT 1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	12/14/2019	84.83
THE HOME DEPOT 1506	LOUISVILLE	CATHERINE JEPSON	PARKS	12/12/2019	219.60
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/25/2019	85.51
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/25/2019	86.70
THE HOME DEPOT 1506	LOUISVILLE	AMANDA PERERA	REC CENTER	11/21/2019	83.72
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	11/20/2019	89.81
THE HOME DEPOT 1506	LOUISVILLE	DAKOTA DUNN	PARKS	11/19/2019	218.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	11/19/2019	96.53
THE KEATING	6198145700	MEAGAN BROWN	HUMAN RESOURCES	12/05/2019	75.00
TORCHYS TACOS HAMPDEN	DENVER	JEFFREY FISHER	POLICE	11/22/2019	55.66
TOWN OF SUPERIOR	3034993675	DRUSILLA TIEBEN	PARKS	12/05/2019	18.97
TRACTOR SUPPLY #2105	LAFAYETTE	ROSS DAVIS	OPERATIONS	12/10/2019	39.99
TRACTOR SUPPLY #2105	LAFAYETTE	DAKOTA DUNN	PARKS	11/25/2019	39.98
TRACTOR SUPPLY CO #199	LONGMONT	ANDY ELLIS	PARKS	12/11/2019	87.98

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TRAILER SOURCE INC	ERIE	MICHAEL TOWERS	PARKS	12/17/2019	58.64
TRAINHR	8003851627	DAWN BURGESS	CITY MANAGER	11/27/2019	145.00
TRAVEL RESERVATION	877-283-5585	DAVID D HAYES	POLICE	12/19/2019	-144.00
TRAVELOCITY*7501661278	WWW.TVLY.COM	DAVID BARIL	GOLF COURSE	12/08/2019	703.25
TST* VERDE - LOUISVILL	LOUISVILLE	GREG VENETTE	WATER	12/13/2019	35.95
USA BLUE BOOK	8004939876	MARC DENNY	WASTEWATER	11/25/2019	142.84
USPS PO 0756700237	SUPERIOR	LINDSEY WITTY	REC CENTER	12/06/2019	8.20
USPS PO 0756700237	SUPERIOR	AMANDA PERERA	REC CENTER	11/22/2019	7.95
VENNGAGE.COM	TORONTO	EMILY HOGAN	CITY MANAGER	12/15/2019	19.00
VERMEER SALES & SVCS O	COMMERCE CITY	MICHAEL TOWERS	PARKS	12/02/2019	39.28
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	12/18/2019	625.03
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	12/18/2019	1,168.11
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	12/04/2019	3,043.53
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	11/22/2019	695.11
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	11/22/2019	1,169.48
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	12/05/2019	20.00
WAL-MART #1045	LAFAYETTE	CHRISTOPHER HUMPHREYS	POLICE	12/14/2019	529.23
WAL-MART #1045	LAFAYETTE	CHRISTOPHER HUMPHREYS	POLICE	12/13/2019	994.89
WAL-MART #5341	BROOMFIELD	CHRISTOPHER HUMPHREYS	POLICE	12/14/2019	55.61
WALGREENS #1286	LOUISVILLE	LARISSA COX	REC CENTER	12/16/2019	8.32
WALGREENS #1286	LOUISVILLE	DRUSILLA TIEBEN	PARKS	12/10/2019	15.98
WALGREENS #7006	SUPERIOR	ERICA BERZINS	POLICE	12/12/2019	39.99
WALGREENS #7006	SUPERIOR	KRISTEN PORTER	REC CENTER	11/22/2019	8.99
WALTONS INC	8008352832	MARC DENNY	WASTEWATER	12/16/2019	191.96
WATERLOO ICEHOUSE	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	11/25/2019	50.50
WHITESIDES BOOTS AND C	BRIGHTON	MASON THOMPSON	OPERATIONS	12/04/2019	199.98
WM SUPERCENTER #1045	LAFAYETTE	CHRISTOPHER HUMPHREYS	POLICE	12/13/2019	39.24
WM SUPERCENTER #4288	BROOMFIELD	CHRISTOPHER HUMPHREYS	POLICE	12/14/2019	15.04
WM SUPERCENTER #5341	BROOMFIELD	CHRISTOPHER HUMPHREYS	POLICE	12/14/2019	954.24
WPY*WEPAY *WPY*CCCMA	855-469-3729	DAWN BURGESS	CITY MANAGER	12/04/2019	470.00
WWW.PREDICTEE.COM	9292899870	SAM WHITE	GOLF COURSE	12/10/2019	49.00
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	12/06/2019	700.40
ZORO TOOLS INC	855-2899676	MARC DENNY	WASTEWATER	11/27/2019	201.13
		CHERYL KELLER	POLICE	12/18/2019	-117.88
		MARC DENNY	WASTEWATER	12/18/2019	39.00
TOTAL					\$ 108,211.27

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

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
12/2/2019	2019268	Ramey Environmental Compliance	2019 Portable Lift Station	\$44,758.40
			<i>Operations maintains 3 lift stations. CTC and Steel Ranch Lift Stations can experience a power outage or a back-up generator failure requiring a portable pump in an emergency. Quotes were requested from 3 vendors with only 2 responding. Ramey provided the lowest bid.</i>	
12/20/2019	2019282	Standard Fence Company	Miner's Outfield Fence Renovation	\$27,560.00
			<i>The RPP was posted with no bids received. It was re-bid with seven contractors contacted. Standard Fence submitted the only bid.</i>	
12/26/2019	2019294	Hach Company	In-situ TSS Monitoring at the WWTP	\$31,603.95
			<i>Sole source purchase of five Hach Solitax TSS probes.</i>	
12/26/2019	2019295	Kubota Tractor Corporation	Kubota Utility Cab Tractor	\$44,097.13
			<i>Tractor purchase under MAPO pricing for lawn maintenance, snow removal, and fork lift capabilities at the WWTP.</i>	

City Council Meeting Minutes

**January 7, 2020
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 Kyle Brown
Councilmember J. Caleb Dickinson
Councilmember Deborah Fahey
Councilmember Chris Leh
Councilmember Jeff Lipton*

Staff Present: *Heather Balsler, City Manager
Megan Davis, Deputy City Manager
Nathan Mosely, Parks, Recreation, & Open Space Director
Rob Zuccaro, Planning & Building Safety Director
Lisa Ritchie, Senior Planner
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 Councilmember Leh. All in favor.

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

Mark Cathcart, 1763 Sweet Clover Lane, noted he submitted a proposal for “Neighbors on Warning” proposal asking for changes to public notices. He notes the City is improving its public notice locations and added notices are not just procedural but are important documents with consequences for residents. He would like the notice locations labelled clearly so residents can find them.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann noted a request to move item H to the regular agenda. It will be item A2. She asked for a motion to approve the consent agenda as amended. Councilmember Fahey moved to approve; seconded by Mayor Pro Tem Maloney. All in favor.

- A. *Approval of Bills***
- B. *Approval of Minutes: December 10, 2019; December 12, 2019; December 16, 2019; & December 17, 2019***
- C. *Approval of Designation of Places for Posting Notices for Public Meetings***
- D. *Distribution of 2020 Open Government Pamphlet***
- E. *Approval of 2020 On Call Geographic Information System and Asset Management System Support Services Contract with Invision GIS, LLC***
- F. *Approval of Resolution No. 1, Series 2020 – A Resolution Approving a Lease Termination By and Between the City of Louisville, Human Movement, Inc., and Avid4 Adventure, Inc.; a Lease Agreement with Avid4 Adventure, Inc., and a Form of Sublease Agreement***
- G. *Approval of Contract with Advanced Pools and Spas, Inc. for Replastering of the Lap Pool at the Louisville Recreation Center***
- H. *Approval of Resolution No. 2, Series 2020 – A Resolution Approving the Open Space Board’s Recommendation to Boulder County Parks and Open Space Regarding 2019 Property and Trail Requests – moved to regular agenda***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

None.

CITY MANAGER’S REPORT

None.

REGULAR BUSINESS

SWEARING IN OF WARD III COUNCILMEMBER, CITY ATTORNEY, WATER ATTORNEY, AND CITY PROSECUTOR

Presiding Municipal Judge David Thrower swore in Kyle Brown as the new Ward III City Councilmember, Kelly PC as the City Attorney, Hill & Pollock, LLC as the Water Attorney, and Cribari Law Firm, PC as the Prosecuting Attorney.

APPROVAL OF RESOLUTION NO. 2, SERIES 2020 – A RESOLUTION APPROVING THE OPEN SPACE BOARD’S RECOMMENDATION TO BOULDER COUNTY PARKS AND OPEN SPACE REGARDING 2019 PROPERTY AND TRAIL REQUESTS

Councilmember Lipton stated the document indicates the City is interested in acquiring all three properties of the Mayhoffer Estate. He stated he wanted to be clear the goal is completion of the Coal Creek Trail and the preservation of the Coal Creek riparian corridor and it needs to be recognized that the properties would not necessarily have to be purchased in their entirety to meet those goals. He provided suggested language to amend the resolution.

Public Comments – None

Councilmember Lipton moved to approve Resolution No.2, Series 2020 as amended; Mayor Pro Tem Maloney second.

Voice vote: All in favor

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 – 2ND READING, PUBLIC HEARING (advertised Daily Camera 12/22/19)

Mayor Stolzmann introduced the ordinance by title, opened the public hearing, and asked for disclosures. There were no disclosures from Council.

Director Zuccaro stated this GDP amendment does two things: it adds one allowed use for indoor commercial amusement/entertainment. It also increases the maximum floor area ratio (FAR) from .2 to .3. This is to allow reuse of the existing buildings add allows for some additional building on the parcel to help redevelop the property.

Director Zuccaro stated the fiscal analysis is in the packet. Staff reviewed the proposal against the Comprehensive Plan and Small Area Plan and finds it is in compliance with the policies in the plans. The Planning Commission reviewed this on November 14 and recommended approval with the condition a traffic analysis would be done at time of PUD review. The applicants have completed the traffic study and included the potential changes in uses. The conclusion is there was no impact. The study removed the storage use and replaced it with other uses. With that new information, the total trip numbers are

not affected much. If there are larger changes when the applicant comes in for PUD review staff can ask for more work on this.

Staff recommends approval.

Mayor Pro Tem Maloney asked Director Zuccaro if the City is likely to see the high or low end noted in the fiscal analysis. Director Zuccaro stated it will depend on how quickly they can retenant the property or add new buildings.

Councilmember Leh asked if the commercial amusement/entertainment uses are defined well enough for what applicant is seeking. Director Zuccaro stated the definition is a bit out dated, but is intended to allow broad use. Councilmember Leh stated he wants the property owners to have an appropriately broad definition to work with for redevelopment.

Jeff Sheets, Koebel and Company (applicant), stated they feel the changes made here help them lease the property. He noted they are difficult locations. He added these changes don't give huge options, but it will help. He stated some additional density on the west side may help fill the location with sales tax generating uses.

Jim Candy, Ascent Church (applicant), stated they will be closing on the property soon and they picture using part of the property and freeing up the other parts of the property that are more commercially viable. He stated their goal is not to keep sales tax generation from the location but to redesign the property and tenant the property with sales tax generating uses. These amendments just give them more options.

Public Comments

Tom Casey, 780 Copper Lane, stated the neighbors concern is they want to understand what amusement uses could mean and how it impacts them. He stated they wish the best for the property for everyone but just want to understand where it is going.

John Leary, 1116 Lafarge Avenue, stated he supports the amendment to keep retail on the site where residents will use it.

Mayor Pro Tem Maloney asked the applicants if covenant changes are likely to happen. Sheets stated they are working on it but it is a slow process.

Councilmember Lipton stated he was looking for something more expansive than this, but he understands the property owners are taking the risk and need to make it work. He hopes there is room in this application to develop additional retail pads and create vibrancy on the parcel. He supports what is here but is disappointed it isn't more.

Councilmember Dickinson agreed with Councilmember Lipton. He stated he would like to see the space revitalized. This parcel matters to residents and we want to see this successful. While it is not perfect it is a step to make it easier to redevelop.

Councilmember Leh stated he hopes this will become a vibrant place for the community and be a counterpart of downtown; a place people want to be. He hopes this gives the applicants the tools they need to activate that property. He encouraged the applicants to think about some gathering spaces and ways to enhance the arts in the area.

Public Comments – None

Mayor Stolzmann stated the GDP amendment fits the purpose of the Planned Community Zone District as it was originally intended, conforms with the Comprehensive Plan and Small Area Plan, and will help retain businesses on the parcel. She feels the application meets the review criteria.

Councilmember Brown stated he has seen the parcel decline over the years so these plans can help to bring economic vitality to the parcel. He stated he finds it consistent with the criteria.

Mayor closed the public hearing.

Councilmember Fahey moved to approve Ordinance No. 1787; Councilmember Lipton seconded.

Vote: Motion carried by unanimous roll call vote.

RESOLUTION NO. 3, SERIES 2020 – A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE DELO LOFTS PUD LOCATED AT THE SOUTHEAST CORNER OF GRIFFITH STREET AND CANNON STREET; LOTS 1-10, BLOCK 1, TRACTS A-E, AND OUTLOT 1, DELO LOFTS SUBDIVISION

Mayor Stolzmann introduced the item, opened the public hearing, and asked for disclosures. No disclosures.

Planner Ritchie stated this is a PUD extension for up to one year for the DELO Lofts PUD. She reviewed the site and development history of the parcel. The process for an extension is the same as original approval. She noted no policies or regulations have changed since the original approval, so staff is recommending approval.

She noted the original request was for a three-year extension. Residents expressed concerns at the Planning Commission so the applicant agreed to a one-year extension.

Councilmember Lipton asked where the applicant is in the development cycle. Ritchie stated staff's understanding is there is interest in building the apartment units from the original plan, however nothing has been submitted to the City yet.

Councilmember Dickinson asked why staff supports the change to a one-year recommendation. Ritchie stated there was information presented during the Planning Commission to support that change and also the applicant accepted the change as well.

Mayor Pro Tem Maloney asked if the property owner accepts the one-year recommendation. Ritchie stated yes.

Councilmember Leh stated he has gotten complaints about the dirt pile on the property. He asked what the status is. Ritchie stated the state of the lot is not in compliance with the City standards and staff is working with the property owner to address these issues. Councilmember Leh stated residents would like this addressed as soon as possible.

Mayor Stolzmann noted one neighbor has issues with drainage. Director Zuccaro stated staff is working with the applicant to grade the site to a natural state for now and with the extension they will have time to comply with the PUD grading plan.

Dave Waldner, DELO West LLC (applicant), stated they are working with the City to get the grading addressed so as to comply with City regulations. He is working with an architect to finalize the plans and move the development forward and feels a one-year extension will be enough to begin construction.

Councilmember Fahey asked if one-year is enough time; perhaps three years is necessary. Waldman stated he feels one-year is enough.

Public Comments

Carol Shucker, 1086 Johnson Lane, stated she has lived there for two years and were told all of the dirt and sheds would be gone but nothing has changed since the Planning Commission meeting. She shared pictures of the property.

Councilmember Lipton stated he supports the application and is hopeful that in one-year the owners can get it started. He noted the state of the parcel is poor and perhaps there should be more on enforcement on undeveloped properties.

Mayor Pro Tem Maloney stated he too supports the application and wants it completed.

Mayor Stolzmann stated the extension meets the criteria for approval. She agreed there were many comments about the dirt pile and the fastest way to address this is this extension. She noted residents can work with staff on code violations.

Councilmember Leh stated he hopes the violations can be handled amicably and quickly. He agreed the proposal meets the criteria.

Mayor Stolzmann closed the public hearing.

Councilmember Lipton moved to approve Resolution No. 3, Series 2020; Councilmember Dickinson seconded the motion.

Voice vote: all in favor.

RESOLUTION NO. 4. SERIES 2020 – A RESOLUTION APPROVING A SPECIAL REVIEW USE TO ALLOW A HOTEL (USE GROUP #8) ON LOT 1, BLOCK 5 TOWN OF LOUISVILLE, LOCATED AT 824 SOUTH STREET/957 MAIN STREET

Mayor Stolzmann introduced the item, opened the public hearing, and asked for disclosures. No disclosures.

Planner Ritchie stated this is consideration of a hotel use on this lot. The PUD and a Special Review Use (SRU) were approved in 2016 to allow construction of a two-story commercial building in the front portion of the lot. The existing SRU allows outdoor sales of retail goods and eating and drinking establishments. The PUD and SRU Amendment approved in 2019 expanded areas for outdoor dining and sales and made minor changes to exterior architecture. The site is currently under construction.

This SRU would allow a hotel use on the property; there are no changes to the approved exterior. The SRU would allow the hotel on either the first or second floor, but it is likely to be on the second floor.

Ritchie stated staff finds the proposal meets all five SRU criteria. Staff evaluated the development to compare parking demand of a hotel to a restaurant on the first floor and office on the second floor. Office use generates the need for roughly 10 spaces; the hotel use generates the need for roughly 9-10 spaces. Staff is separately evaluating the reconfiguration of parking in the South Street right-of-way which could result in up to five more spaces, along with options for parking management.

Staff recommends approval of the resolution.

Mayor Stolzmann asked how the water demand and tap fee would be determined. Ritchie stated when tenant finish plans are submitted, the appropriately sized tap will be approved depending on the use (hotel vs. office/restaurant).

Erik Hartronft, 950 Spruce Street (applicant), stated this project will have a food business in the existing house. The owner is currently looking for an operator for the hotel if approved. He stated it would only be 7-9 rooms and it might be less impactful on parking than an office use or a large restaurant or bar.

Public Comments

Connie Rodman, 920 LaFarge, asked for some clarification on the restriping of the South Street right-of-way for parking.

Mark Cathcart, 1763 Sweet Clover Lane, stated he likes the proposal for a boutique hotel and business travelers frequently don't have cars to impact parking. He encouraged approval.

Mayor Stolzmann asked how the restriping affects this proposal. Director Zuccaro stated staff is trying to determine if there is room to restripe the south side of the street to make it diagonal parking which would bring additional spaces. This would be public parking not dedicated to the hotel use. This is being done outside of this application process.

Councilmember Dickinson stated he supports the project and appreciates the house was saved. This proposal could help that end of downtown with a nice design and use.

Councilmember Leh stated this business would add to downtown and would be a great change to that location. He feels it meets the criteria. Councilmember Fahey agreed.

Mayor Stolzmann stated this meets the criteria and water use and effects on neighbors have been addressed. It is comparable to the other uses that could be in that location.

Mayor Stolzmann closed the public hearing.

Councilmember Lipton moved to approve Resolution No. 4, Series 2020; Councilmember Leh seconded the motion.

Voice vote: all in favor.

RESOLUTION NO. 5, SERIES 2020 – A RESOLUTION APPROVING A FINAL PLAT TO CONSOLIDATE LOTS AND A FINAL PLANNED UNIT DEVELOPMENT TO ALLOW CONSTRUCTION OF A 84,000 SQUARE FOOT STRUCTURE AND ASSOCIATED SITE IMPROVEMENTS FOR LOTS 18 AND LOT 19, BLOCK 1, THE BUSINESS CENTER AT CTC, LOCATED AT 1875 AND 1923 TAYLOR AVENUE

Mayor Stolzmann introduced the item, opened the public hearing, and asked for disclosures. No disclosures.

Planner Ritchie stated this is consideration of a final Plat and PUD. She reviewed the site and its history. She stated there has been a change on the dedication language on the Plat; it is available on the dais tonight.

She stated the application conforms to the requirements in Titles 16 & 17 and is consistent with the City's comprehensive plan and Transportation Master Plan. It maintains the existing 110' landscape buffer on the northern edge of the property.

She stated the proposal meets the LMC requirements, assures public services are available and that character and economic stability are protected, and provides safe and efficient circulation.

The PUD does meet the higher design standards of the CDDSG. However the applicant requests a waiver to allow a roughly 11'-6" parking setback on a portion where 25' is required. This would allow solar over carport spaces in the western parking area. Staff supports the waiver with additional landscaping incorporated into the plan for shielding.

Staff recommends approval of the resolution.

Bob Van Pelt, RVP Architecture (applicant), stated their goal is to preserve the ability to do solar covered parking but there will be some of the carport visible to the neighbors. Most of the screening will be shrubs to block the car level not the solar access.

Public Comments - None

Mayor Stolzmann stated she finds the application consistent with the criteria.

Mayor Stolzmann closed the public hearing.

Councilmember Lipton moved to approve Resolution No. 5, Series 2020; Councilmember Fahey seconded the motion.

Voice vote: all in favor.

RESOLUTION NO. 6, SERIES 2020 – A RESOLUTION APPROVING A THREE-YEAR EXTENSION OF THE APPROVAL OF THE COAL CREEK CORPORATE CENTER 1 PUD AMENDMENT A, LOCATED 826 COAL CREEK CIRCLE; LOT 2, COAL CREEK BUSINESS PARK SUBDIVISION

Mayor Stolzmann introduced the item, opened the public hearing, and asked for disclosures. No disclosures.

Planner Ritchie state the applicant is requesting a continuance to January 21 due to a scheduling conflict.

Councilmember Maloney moved to continue the public hearing to January 21; seconded by Councilmember Fahey.

Voice vote: all in favor

RESOLUTION NO. 7, SERIES 2020 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH DUDA, INC. FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

Economic Vitality Director Megan Pierce stated Duda, Inc. is a leading website development platform founded in 2009 in Palo Alto, California. They have five global offices and 100 employees. They serve 9,000 customers and 600,000 websites worldwide. New growth shows they need additional office space and are considering either Palo Alto or Louisville.

Pierce stated the existing Louisville office, at 1025 Cannon Street, Ste. C, if selected, would add approximately 6,200 square feet and make an estimated \$457,000 in tenant improvements. They started with one employee and the existing office is growing toward 20; they could reach 40 employees in Louisville. The average salary is significantly over the Boulder County average.

Pierce reviewed the criteria for such agreements noting it retains job and employment opportunities for city residents and others; represents job diversity in a growing industry; encourages diversity of jobs; utilizes an existing building; and conforms to the Comprehensive Plan.

The project is valued at \$457,000 in tenant improvements leading to rebates of just over \$7,300 and capping it at \$10,000 with a completion by August 31, 2020.

Councilmember Brown asked when we will know if they choose Louisville. Pierce stated they will likely decide in January or February.

Public Comments – None

Mayor Pro Tem Maloney stated the Business Assistance program is designed for this type of project. He moved to approve Resolution No. 7, Series 2020; Councilmember Fahey seconded the motion.

Voice vote: all in favor.

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 – 2ND READING, PUBLIC HEARING (advertised Daily Camera 12/22/19)

Mayor Stolzmann introduced the ordinance by title, opened the public hearing, and asked for disclosures. There were no disclosures.

Clerk Muth stated 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.

Public Comments – None.

Mayor Stolzmann asked again if there are public comments – None.

Mayor Stolzmann closed the public hearing

Councilmember Lipton moved to approve Ordinance No. 1788, Series 2020;

Vote: Motion carried by unanimous roll call vote.

CITY ATTORNEY’S REPORT

None.

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

ECONOMIC VITALITY COMMITTEE – Councilmember Dickinson, meeting January 22.

FINANCE COMMITTEE – Mayor Pro Tem Maloney, no report

LEGAL REVIEW COMMITTEE – Councilmember Leh, Committee will bring a recommendation on hiring a judge later this year.

UTILITY COMMITTEE – Councilmember Lipton, meeting January 10.

COLORADO COMMUNITIES FOR CLIMATE ACTION – Councilmember Fahey stated they met and discussed the work plan and goals.

COMMUTING SOLUTIONS – Councilmember Leh stated they had legislative discussion with a focus on lack of transportation funding.

CONSORTIUM OF CITIES – Councilmember Dickinson, meeting February 5.

DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE – Councilmember Lipton, no meeting but planning continues.

DENVER REGIONAL COUNCIL OF GOVERNMENTS – Mayor Stolzmann stated the group is discussing the Transportation Improvement Programs. She noted recent discussions on climate modeling were contentious and it was a good reminder that not all of the metro area agrees on everything.

JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE) – Councilmember Dickinson, meetings being scheduled.

MAYORS AND COMMISSIONERS COALITION – Mayor Stolzmann, meeting Thursday to get information on Rocky Mountain Rail proposal.

METRO MAYORS – Mayor Stolzmann, meeting Saturday and discussing possible options for transportation tax options.

REVITALIZATION COMMISSION – Councilmember Lipton, meeting next week.

XCEL ENERGY FUTURES – Mayor Pro Tem Maloney, no update.

ADJOURN

Members adjourned at 8:50 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**January 13, 2020
City Hall, Spruce Room
749 Main Street
6:30 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 6:30 p.m. The following members were present:

City Council: ***Mayor Ashley Stolzmann
Mayor Pro Tem Dennis Maloney
Councilmember Kyle Brown
Councilmember Deborah Fahey
Councilmember Chris Leh
Councilmember Jeff Lipton, arrived 6:38 pm***

Absent: ***Councilmember J. Caleb Dickinson***

Staff Present: ***Megan Davis, Deputy City Manager
Meredyth Muth, City Clerk***

Members met for the biennial open government and ethics training. Sam Light general counsel for the Colorado Intergovernmental Risk Sharing Agency gave a training covering a variety of topics including:

- Good governance practices
- The role of a public official
- Due process
- Collaborative decision making process
- Openness and transparency
- Fundamental Fairness
- Predictability
- Mutuality of Respect
- Scope of Council actions
- Willful/wanton
- Liability risks
- Decision-making process
- Protecting confidential information
- Transparency
- Open Meeting Laws

- Social media practices
- First Amendment rights
- Quasi-Judicial Hearings and Rules
- Site Visit Rules and Risks
- Louisville Ethics Code
 - Conflicts of interest
 - Recusal
 - Gifts
- Administrative policies
- Personnel matters and role discipline

Members adjourned at 9:23 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**January 14, 2019
Library Meeting Room
951 Spruce Street
6:00 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 6:00 p.m. The following members were present:

City Council: **Mayor Ashley Stolzmann**
 Mayor Pro Tem Dennis Maloney
 Councilmember Kyle Brown
 Councilmember J. Caleb Dickinson
 Councilmember Deborah Fahey
 Councilmember Chris Leh
 Councilmember Jeff Lipton

Staff Present: **Heather Balsler, City Manager**
 Megan Davis, Deputy City Manager
 Kevin Watson, Finance Director
 Nathan Mosely, Parks, Recreation, & Open Space Director
 Kurt Kowar, Public Works Director
 Rob Zuccaro, Planning & Building Safety Director
 Chris Neves, Information Technology Director
 Sharon Nemechek, Library Director
 Dave Hayes, Police Chief
 Megan Pierce, Economic Vitality Director
 Kathleen Hix, Human Resources Director
 **Emily Hogan, Assistant City Manager for Communications
& Special Projects**
 Meredyth Muth, City Clerk

Others Present: **Jonathan Bartsch, Facilitator**

DISCUSSION/DIRECTION – 2020 CITY COUNCIL WORK PLANNING RETREAT

Mayor Stolzmann reminded everyone the goal tonight is to make sure there is enough time to accomplish what is in the plan. Councilmember Lipton added we need to recognize the amount of bandwidth Council and staff have and we can't over extend ourselves. We should settle on maybe four to five major initiatives. He asked everyone to stay focused; under promise and over deliver.

Deputy City Manager Davis noted the proposal in the document includes the list from the December meeting and a proposed time allotment and priority recommendation.

City Manager Balsler stated staff feels the list of high priorities is achievable and we have the capacity to do them, she reiterated the high priorities are the major goal. If large items come up during the year, the list may have to be adjusted. Some items require meetings and study sessions while others can be addressed with memos to Council.

Members discussed each item. (Original staff proposed schedule and priority noted here.)

1. Transportation Master Plan Development and Implementation – 1 Regular Meeting for 19 and 20 budgeted items. High priority.

Mayor Pro Tem Maloney noted more meetings might be needed. Everyone agreed this is the greatest priority.

2. Economic Vitality Strategic Plan & Implementation – 1-2 Regular Meetings, High priority

All agreed this is high priority and it should be placed early in the second quarter.

3. 2021-2022 Budget and CIP – 5 preparation meetings and 5 Regular Meetings for adoption. High priority.

After some discussion on priority, all agreed to the proposed schedule and priority.

4. Sustainability Action Plan Update – 2 Regular Meetings, high priority

Members noted the timing will depend on what priorities are agreed upon in the final plan and added the Sustainability Board needs to be focused in the plan and choose those priorities that can be impactful. Everyone agreed on the high priority.

5. Airport Noise Mitigation Efforts – 2 Regular Meetings, high priority

Deputy City Manager Davis noted there will be an update in February and work continues on establishing a roundtable of stakeholders. Another update is expected fourth quarter.

Everyone agreed on the high priority.

Mayor Stolzmann suggested the top five items should be the only ones to be listed as high priority; everything else could be medium or lower.

6 Vaping, E-Cigarettes, Tobacco – 2 Regular Meetings. High priority

City Manager Balser noted Council will need to give direction on this if it wants to pursue something like a tobacco tax on the ballot this year. Councilmember Dickinson noted the State may make changes so the City won't have to; we may want to wait and see.

Councilmember Brown stated this is a very important item to him. He asked if there would be time to get something on the ballot if the State does not act on its own this session.

Mayor Stolzmann stated she would like to only consider a tobacco tax, not the licensing option, or some others. Councilmember Brown stated the tax would be his first priority. Members agreed the tax should be the option to address this.

Members agreed this is an issue they want to move forward either from Louisville or with work from the County and State.

Councilmember Fahey stated she wants vaping/tobacco included in the high priorities.

Mayor Stolzmann stated the high priority list needs to be kept small enough to actually accomplish and it shouldn't include core services. There are important items we do each year that are high priority but aren't on the work plan. Councilmember Leh agreed.

Members agreed to wait and see what happens at the State and County but the City will be prepared to put something on the ballot if needed.

7. Design Guidelines Update – 2 Regular Meetings for review of draft adoption. High Priority.

Director Zuccaro stated this is the Planning Department's main staff focus for the first half of this year.

Mayor Stolzmann stated this should be lower priority than the other Planning items. She thinks the height calculation item is more important.

Councilmember Lipton stated the business community would like this addressed.

Members agreed to medium priority and the proposed schedule.

8. Urban Renewal Authority Plans/Strategy – 1 Regular Meeting and 1 Study Session. High Priority.

Mayor Pro Tem Maloney would like this included in the Economic Vitality strategy.

Members agreed to combine this with the EV Strategy.

9. Evaluation of City Council Appointees – 1 Memo, 2 Executive Sessions, 2 Regular Meetings. High Priority.

Members agreed to the proposal and will add some Q4 meetings for Court and Attorney evaluations.

10. City Council Work Plan Preparation – 1 Regular Meeting (1 Regular Meeting in 2021). High Priority.

All agreed to the proposed schedule and priority.

11. Board & Commission Interviews & Appointments – 1-2 Regular Meetings. High Priority.

All agreed to the proposed schedule and priority.

12. Board & Commission Annual Updates – Approximately 7 Study Sessions. High Priority.

All agreed to the proposed schedule and priority.

13. Marijuana Cultivation – 2 Regular Meetings. High Priority.

All agreed to the proposed schedule and priority.

14. Water, Sewer, and Stormwater Rates – 1 Regular Meeting. High Priority.

All agreed to the proposed schedule and priority.

15. Cottonwood Park Master Plan Update – 2 Regular Meetings to approve the task force; 2 Study Sessions (1 update during the process and the final plan update). Potential for memo updates along the way. Medium Priority.

All agreed to the proposed schedule and priority.

16. Review of Integrated Weed Management Plan – 1-2 Study Sessions to review and provide feedback on advisory board and staff recommendations. 1 Regular Meeting to approve the plan. Medium Priority.

Mayor Stolzmann stated this is only to address weeds on city-owned property (not private property) and it needs to be addressed early in the year for use this weed season.

Mayor Pro Tem Maloney and Councilmember Lipton felt it would be better to take some time for the process to have a better outcome and get a better policy.

City Manager Balser noted whatever decision is made a communications plan will be required to reset people's expectations.

After discussion, members agreed it will come to Council first quarter and noted there may be budget implications for the policy.

17. Open Space Zoning – 1 Regular Meeting, 1 Study Session update and 1 Council Meeting to approve the actual zoning. This will also need to go to planning commission. Medium priority.

Members agreed to a schedule and that this will take most of 2020.

18. Museum Campus Expansion – 1 Regular Meeting or Study Session presentation. Medium priority.

All agreed to the proposed schedule and priority.

19. Refinement of Performance Measures – 1 Regular Meeting. Medium Priority

All agreed to the proposed schedule and priority.

20. Cottonwood Park Master Plan – DUPLICATE ITEM REMOVED

21. PUD Review and Waiver Criteria – 1 Regular Meeting for adoption – may align with Design Guidelines adoption. Medium priority.

All agreed to the proposed schedule and priority.

22. Old Town Overlay Zone District – 1 Regular Meeting in 2020 (2 Regular Meetings in 2021). Medium priority.

All agreed to the proposed schedule and priority.

23. Potential Tax Questions/Ballot Issues – 1 Study Session and 1 or 2 Regular Meetings. Medium priority.

Members noted this should align with item 6 related to a possible tobacco tax. All agreed to the proposed schedule and priority.

24. Communications/Engagement Tools - 1 Memo providing update on new communication and engagement tools. Medium priority.

Members agreed to the proposal for timing but removed any focus on changing the notice process for legislative zoning changes.

25. Citizen Survey – 1 Study Session & 1 Regular Meeting. Medium priority.

All agreed to the proposed schedule and priority.

26. Middle Mile Network – 1 Study Session and/or Memo. Medium priority.

All agreed to the priority and asked if it can be done earlier.

27. City Council Salary Survey - 1 Memo; 1 Regular Meeting (if needed). Lower priority.

All agreed to the proposed schedule and priority.

28. Height Calculations – 1 Regular Meeting for adoption. Lower priority.

All agreed to the proposed schedule and changed the priority from staff recommended lower to medium.

29. Funding for Public Art - 1 Study Session and/or Regular Meeting. Lower priority.

All agreed to the proposed schedule and priority.

SUMMARY

After further discussion, members agreed to only five items as high priority: Transportation Master Plan, Economic Vitality Strategic Plan, 2012-22 Budget, Sustainability Action Plan Update, and Airport Noise Mitigation Efforts. All others listed as high will be moved to medium.

Mayor Stolzmann noted development proposals will affect the schedule and that may push some items into next year.

Bartsch asked City Manager Balsler if she thinks the list as finalized is all implementable. City Manager Balsler stated she feels it can be done.

ADVANCED AGENDA & IDENTIFICATION OF FUTURE AGENDA ITEMS

Members reviewed the advanced agenda.

ADJOURN

Members adjourned at 8:23 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF RESOLUTION NO. 8, SERIES 2020 – A
RESOLUTION APPROVING A CHANGE ORDER FOR THE
PLAYGROUND REPLACEMENT PROJECT IN THE CITY OF
LOUISVILLE**

DATE: JANUARY 21, 2020

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

SUMMARY:

Staff requests City Council action on a proposed change order to continue the construction of new playgrounds at Elephant Park and Keith Helart Park.

The multi-year Playground Replacement CIP has \$280,000 annually budgeted for design and construction of new playgrounds for years 2019 through 2023. With the City's bi-annual budget staff prepared a contract for 2019 which included an option to extend the contract into 2020 contingent upon City Council approval of funding and with the contractor holding 2019 pricing into 2020. Approval of the change order will allow the agreement to be continued into 2020.

Replacing / Improving playgrounds and equipment improves safety, helps to maintain levels of service for residents and helps the City meet ADA requirements. By continuing assessment and addressing park and playground deficiencies ongoing maintenance costs decrease.

FISCAL IMPACT:

City Council approved \$280,000 in 2019 and recently formally approved the 2020 budget which included an additional \$280,000 allowing for a two-year budget total of \$560,000 for the design and construction of both playgrounds.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended change order supports the Parks sub-program objective through asset management and community engagement.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8, Series 2019.

ATTACHMENTS:

1. Resolution Approving Change Order 1 for the Playground Replacements Project
2. Change Order 1

STRATEGIC PLAN IMPACT:

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

**RESOLUTION NO. 8
SERIES 2020**

**A RESOLUTION APPROVING A CHANGE ORDER FOR THE PLAYGROUND
REPLACEMENTS PROJECT**

WHEREAS, the City and HPM, Inc. (“Contractor”) entered into an “Agreement for Design Build Services for Playground Replacements Project” (“Agreement”), dated July 11, 2109; and

WHEREAS, in 2019, designs for Elephant and Keith Helart Parks were completed, construction drawings almost completed, and play equipment ordered; and

WHEREAS, there has been proposed a change order to increase the Total Contract Amount and to extend the deadline for substantial completion of the project (“Change Order”); and

WHEREAS, the additional funds will be used to pay the Contractor to complete construction drawings and to construct Elephant and Keith Helart Parks in accordance with approved designs; and

WHEREAS, the City Council finds that the proposed Change Order 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 Change Order to the Agreement for Design Build Services for Playground Replacements Project between the City of Louisville and HPM, Inc. (“Amendment”) is hereby approved in substantially the same form of such Change Order that accompanies this Resolution.

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

PASSED AND ADOPTED this 21st day of January, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

Resolution No. 8, Series 2020
Page 1 of 1

CHANGE ORDER NO. 1

DATED: January 2, 2020

PROJECT: PLAYGROUND REPLACEMENTS PROJECT

PROJECT NUMBER: 202511-830048

OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:

Description: City Council approved funding of \$280,000 for the project in 2019, an additional \$280,000 is available for the project contingent upon Council appropriation of funds in 2020 bringing the total project amount to \$560,000. _____

Purpose: _____

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

Original contract price	\$280,000.00
Set change previous Change Orders No. __ to __	\$ _____
Contract price prior to this Change Order	\$280,000.00
Net adjustment resulting from this Change Order (+/-)	\$280,000.00
Current contract price including this Change Order	\$560,000.00

Assurance of Appropriation: This City hereby represents that lawful appropriations to cover the costs of the additional compensable work pursuant to this Change Order have been made by the Louisville City Council and are available.

Bond Increase: In accordance with Section 4 of the Agreement, at its sole cost, Design-Build Firm shall increase the Performance and Labor and Material Payment Bonds to reflect 100% of the Current Contract Price (including this Change Order) prior to commencing work under this Change Order. Such bonds shall remain in effect in accordance with the terms of the Agreement and Contract Documents.

ADJUSTMENT TO CONTRACT TIME:

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

Recommended:
Allan Gill
PROJECT MANAGER

Approved:
CITY OF LOUISVILLE, COLORADO
OWNER

Accepted:
Matt Adams
CONTRACTOR

By: Allan Gill

By: _____

By: Matt Adams

Date: 1/9/2020

Date: _____

Date: 1/7/2020

**SUBJECT: APPROVAL OF RESOLUTION NO. 9, SERIES 2020 – A
RESOLUTION APPROVING A FIRST AMENDMENT TO
AGREEMENT FOR INTERIM MUNICIPAL JUDGE SERVICES**

DATE: JANUARY 21, 2020

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

In October, Judge David Thrower agreed to serve as Interim Municipal Judge through February 29, 2020. In December, the City Council decided it made sense to wait to advertise for a new municipal judge until after the holidays and for the judge’s new compensation to be set. The position is now being advertised and applications are due by February 7. This will not allow enough time to review the applications, complete interviews, and hire a new judge by February 29. Judge Thrower has agreed to stay in the interim position through April 30, 2020 to allow sufficient time for that process to be completed. The attached resolution and contract amendment will allow Judge Thrower to stay in the position through April.

RECOMMENDATION:

Approve Resolution No. 9, Series 2020

ATTACHMENT(S):

1. Resolution No. 32, Series 2019
2. Contract Amendment

STRATEGIC PLAN IMPACT:

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

**RESOLUTION NO. 9
SERIES 2020**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT
FOR INTERIM MUNICIPAL JUDGE SERVICES**

WHEREAS, Section 9-3(b) of the Louisville Home Rule Charter provides the City Council shall appoint, by the affirmative vote of 2/3 of the entire Council, a presiding municipal judge, which judge shall serve for a two-year term, and that any vacancy in the office of municipal judge shall be filled by appointment for the remainder of the unexpired term; and

WHEREAS, by an Agreement for Municipal Judge Services dated October 4, 2016 (the “Agreement”), the City Council appointed Kristan K. Wheeler as Presiding Municipal Judge for the Louisville Municipal Court for the unexpired term of the previous presiding municipal judge, for a term expiring January 2, 2018; and

WHEREAS, Judge Wheeler was re-appointed by the City Council as Presiding Municipal Judge for a term ending January 2, 2020; and

WHEREAS, by letter dated September 17, 2019, Judge Wheeler notified the City Council in writing of her resignation as Presiding Judge and requested the City Council agree to a notice period of fewer than 30 days, so that she may begin new employment on October 1, 2019; and

WHEREAS, by Resolution No. 32, Series 2019, the City Council approved an Agreement for Interim Municipal Judge Services (“Agreement”) and appointed David J. Thrower Interim Presiding Municipal Judge for a term expiring February 28, 2020; and

WHEREAS, the City and Mr. Thrower have agreed to extend the term of the Agreement, in order to provide the City Council sufficient time to recruit and appoint a new presiding judge; and

WHEREAS, by Ordinance No. 1788, Series 2019, adopted by the City Council on January 7, 2020, the City Council increased the compensation for the presiding municipal judge; and

WHEREAS, the City Council desires to further amend the Agreement to reflect the increase in compensation effective March 1, 2020.

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

1. The proposed First Amendment to Agreement for Interim Municipal Judge Services (the “First Amendment”) is hereby approved in essentially the same form as the copy of such First Amendment accompanying this Resolution.

2. The Mayor is hereby authorized to execute the First Amendment 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 First 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 First Amendment are not altered.

PASSED AND ADOPTED this 21st day of January, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

FIRST AMENDMENT TO
AGREEMENT FOR INTERIM MUNICIPAL JUDGE SERVICES

THIS FIRST AMENDMENT to Agreement for Interim Municipal Judge Services is made and entered into this ____ day of January, 2020, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the “City”) and David J. Thrower, an individual.

WHEREAS, the City and David J. Thrower entered into an Agreement for Interim Municipal Judge Services (the “Agreement”) effective October 1, 2019; and

WHEREAS, such Agreement appointed Mr. Thrower as Interim Presiding Municipal Judge for the Louisville Municipal Court for a term commencing on October 1, 2019 and expiring February 29, 2020; and

WHEREAS, the City and Mr. Thrower have agreed to extend the term of the Agreement and the appointment made therein to April 30, 2020; and

WHEREAS, the parties further desire to amend the Agreement to reflect the increase in compensation for the presiding municipal judge, as adopted by the City Council in Ordinance No. 1788, Series 2019.

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

Section 1. Section 2 of the Agreement for Interim Municipal Judge Services is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

1. Term. The Presiding Judge is appointed for a term commencing on October 1, 2019. Such term shall expire ~~February 29, 2020~~ April 30, 2020.

Section 2. Section 5 of the Agreement for Interim Municipal Judge Services is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

5. Compensation. Pursuant to Section 9-3 of the Louisville Home Rule Charter, the compensation of the Presiding Judge is established by the City Council and is not dependent upon the outcome of the matters to be decided by the judge. Pursuant to Ordinance No. ~~1706, Series 2015~~ 1788, Series 2019 (codified at Louisville Municipal Code Section 2.32.050), effective March 1, 2020, the Presiding Judge shall receive as full compensation for the Presiding Judge’s services the amount of ~~\$2,600~~ \$2,800 per month (not to exceed ~~\$31,200~~ \$33,600 yearly), which monthly payment amount shall be prorated on a daily basis for the days of service in the first and final month of the term. The Presiding Judge shall submit monthly an invoice for services for the preceding month. The City shall pay the invoice within 30 days of receipt thereof.

Section 3. Except as amended by this First Amendment, the Agreement for Interim Municipal Judge Services shall remain in full force and effect in accordance with its terms.

CITY OF LOUISVILLE

Ashley Stolzmann, Mayor

Date: _____

ATTEST:

Meredyth Muth, City Clerk

David J. Thrower

Date: _____

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2020
by David J. Thrower.

My commission expires on: _____

Notary Public

(SEAL)

SUBJECT: APPROVAL OF RESOLUTION NO. 10 SERIES 2020, A
RESOLUTION AMENDING THE CITY COUNCIL RULES OF
PROCEDURE

DATE: JANUARY 21, 2019

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

At the January 7 City Council meeting Council members asked for a minor amendment to the Council Rules of Procedure to allow for a motion to be made prior to the closing of the public hearing. That change is made in Section VIIC of the attached version. In addition, staff is recommending slight modifications in Section VIJ1a & b to align the Rules with the current Council practice of introducing ordinances by title rather than by motion.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve Resolution No. 10, Series.

ATTACHMENT(S):

1. Resolution No. 10, Series 2020
2. Clean & Redlined version of the Rules of Procedure

STRATEGIC PLAN IMPACT:

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

**RESOLUTION NO. 10
SERIES 2020**

A RESOLUTION AMENDING THE CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the City of Louisville is a home rule municipal corporation organized under and pursuant to Article XX of the Colorado Constitution and the Louisville Home Rule Charter; and

WHEREAS, the Louisville Home Rule Charter provides that the City Council may determine its own Rules of Procedure for meetings; and

WHEREAS, in order to efficiently and effectively complete City business facing the Council, all meetings must be conducted in an orderly and respectful manner; and

WHEREAS, the Rules of Procedure are intended to provide guidelines for the procedures to be followed for the conduct of Council meetings; and

WHEREAS, the Rules of Procedure are intended to help preserve order and decorum and assure public input; and

WHEREAS, the City Council wishes to make amendments to the Rules to give more clarity, and

WHEREAS, City Council has reviewed the amended Rules of Procedure and finds the Rules should be approved.

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

1. That the City Council does hereby approve the amended City Council Rules of Procedure accompanying this Resolution.

PASSED AND ADOPTED this 21st of January, 2020.

By: _____
Ashely Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk



CITY COUNCIL

RULES OF PROCEDURE

*adopted January 21, 2020
by Resolution No. __, Series 2020*

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RULES OF PROCEDURE FOR THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO

I. DEFINITIONS

“Charter” means the [Home Rule Charter of the City of Louisville, Colorado](#).

“Chair” means the Mayor or member of the Council who presides over a meeting, special meeting, executive session, or study session of the City Council, subject to Rule III I below.

“City” means the City of Louisville, Colorado.

“Code” means the Louisville Municipal Code.

“Council” or “City Council” means the body constituting the City Council of the City, consisting of six (6) Councilmembers and the Mayor.

“Councilmember” means each member of the City Council except the Mayor.

“Emergency” means a matter which could not have been reasonably anticipated or foreseen and on which immediate action is genuinely and urgently necessary for the preservation of the public health, safety, or welfare.

“Entire Council” means all of the seven (7) members of the City Council.

“Member of the Council” means the Mayor and each Councilmember.

“Rules” means the City Council Rules of Procedure.

II. AUTHORITY

The [Home Rule Charter of the City of Louisville](#) provides that the Council may determine its own rules of procedure for meetings. The following Rules shall be in effect upon their adoption by the Council until such time as they are amended or new Rules adopted.

In order to efficiently and effectively complete City business facing the Council, all meetings must be conducted in an orderly and respectful manner. These Rules are intended to provide guidelines for the procedures to be followed for the conduct of Council meetings and study sessions.

If any Rule, on its face or as applied, conflicts with applicable provisions of the Charter or ordinances, those provisions shall apply and that Rule shall not.

III. GENERAL RULES

- A. LOCATION: All Council meetings shall take place in a public building that is accessible to members of the public, with or without reasonable accommodation in accordance with applicable law.
- B. OPEN TO THE PUBLIC: All meetings and study sessions shall be open to the public. The Council may conduct executive sessions in compliance with the Charter, Code, and applicable provisions of the Colorado Open Meetings Law.
- C. MEETING NOTICE: Notice for all meetings and study sessions shall be given as required by the Charter. At the first regular meeting of every year, the City Council shall designate the locations for posting of notices of its meetings.
- D. MINUTES: Minutes of each regular and special meeting shall be taken and retained permanently in the records of the City. A summary shall be prepared for each study session.
- E. QUORUM: A quorum is needed for the transaction of business at each regular and special meeting of the Council. A quorum shall be defined as a majority of the members of the Council holding office at the time of the meeting.
- F. ABSENCES: No member of the Council shall have more than six (6) absences from regular Council meetings during any period of twelve (12) consecutive calendar months. The date of the seventh (7th) absence shall be deemed to be the date on which the office was vacated.
- G. APPLICABILITY OF THE CODE OF ETHICS: Each member of the Council shall adhere to the Code of Ethics (Charter Section 5-6).
- H. DISCLOSURE OF INTEREST AND RECUSAL: Any member of the Council who has an interest in, or whose interest would be affected by, any proposed official action before the Council shall immediately and publicly disclose the nature and extent of the interest; shall not participate in any discussion or decision concerning the proposed action; shall not attempt to publicly or privately influence the City Council, any public body, or any employee in connection with the action; and shall leave the room where the discussion or decision is taking place during the time the proposed action is being discussed and the decision is being made.
- I. CHAIR: The Chair is the member of Council who presides over a Council

meeting and shall do so according to these Rules and applicable law. The Mayor serves as Chair of all Council meetings at which the Mayor is present. In the Mayor's absence, the Councilmember appointed as Mayor Pro Tem will serve as Chair. In the absence of both the Mayor and the Councilmember appointed as Mayor Pro Tem, then the Councilmember with the greatest seniority on Council, followed by alphabetical order, will serve as Chair.

IV. MEETINGS

- A. **REGULAR MEETINGS:** Council shall hold regular meetings twice each month. Regular meetings shall be conducted on the first and third Tuesday of the month, excluding holidays, and shall convene at 7:00 p.m. unless another day or time is set by prior approval of a majority of the Council. A regular meeting may be held on at least seventy-two (72) hours written notice.
- B. **SPECIAL MEETINGS:** A special meeting shall be called by the City Clerk on the request of any four (4) members of the Council, and shall be held on at least forty-eight (48) hours written notice. In addition to other means, a request for a special meeting may be effected by e-mailing such request to the City Clerk or by a motion approved a majority of the entire Council.
- C. **EMERGENCY SPECIAL MEETINGS:** An emergency special meeting shall be called by the City Clerk on the request of the City Manager or any four (4) members of the Council and shall be held on at least twenty-four (24) hours written notice to each member of the Council. In addition to other means, a request for an emergency special meeting may be effected by e-mailing or telephoning such request to the City Clerk. Each person requesting the meeting must have determined that the meeting is urgently necessary to take action on an unforeseen matter requiring immediate action; and the basis for the determination shall be stated in the notice of the meeting.

The Council shall not take action on any item of business at any special meeting unless the item to be acted on has been stated in the notice of the meeting; or the item to be acted on is reasonably related to the item which was stated in the notice of the meeting.

- D. **STUDY SESSIONS:** The purpose of study session meetings is to enable the Council to obtain information about and discuss matters of public business in a less formal atmosphere. No preliminary or final policy decision, fiscal decision, rule, regulation, resolution, ordinance, action approving a contract, action calling for the payment of money, or other formal action shall be made or taken at any study session.

At any study session, any member of the public who in good faith believes that a study session is proceeding in violation of this section IV.D shall be entitled to submit a brief written objection to the Chair of the study session; the written objection shall specify the grounds for the objection. The Chair shall exercise discretion in determining whether the study session complies with this section, and shall conduct the study session in accordance with that determination.

Study sessions are generally held on the 2nd and 4th Tuesday of each month.

- E. EXECUTIVE SESSIONS: It is the policy of the City that the activities of City government should be conducted in public to the greatest extent feasible in order to assure public participation and enhance public accountability. The Council may hold an executive session only at a regular or special meeting and for the sole purpose of discussing topics approved by the Charter.

Adoption of any proposed policy, position, resolution, rule, regulation, or formal action, or informal or "straw" vote, shall not occur at any executive session.

Executive Session Procedure:

1. A request for an executive session may be made only by a member of the Council, the City Attorney or other attorney representing the City, the Municipal Judge, or the City Manager.
2. The request to go into an executive session shall be made in an open session at a regular or special meeting of the Council. The requesting party shall give as detailed and specific a statement as possible avoiding disclosure of any confidential matters, as to the topic or topics to be discussed and the reasons for requesting an executive session.
3. Immediately after a request to go into an executive session, and prior to any motion to go into executive session, the City Clerk shall read the statement concerning executive sessions required by the Code.

4. The executive session shall only be held upon an affirmative vote of two-thirds (2/3) of the entire Council. A separate vote shall be held on each topic requested to be considered in the executive session. Following the vote and immediately prior to retiring into the executive session, the Mayor (or the Councilmember appointed as Mayor Pro Tem, as the case may be) shall announce the topic or topics of the executive session.
 5. Immediately upon retiring into the executive session, the requesting party shall explain in detail the nature of the topic and the reasons for requesting the executive session. Those in attendance may then discuss the propriety of the executive session.
 6. Before any discussion on the merits of any topic in the executive session, the City Attorney or other attorney representing the City shall give an opinion as to the propriety of the executive session and shall provide guidelines as to the limitations that apply to the discussion.
 7. At any time, any participant may object to the continuation of the executive session. Upon the making of such objection, all discussion shall cease, and the Council shall reconvene in an open session for the purpose of determining the propriety of continuing the executive session. An affirmative vote of two-thirds (2/3) of the entire Council shall be required to continue the executive session.
 8. Upon completion of the executive session, the Council shall reconvene in an open session. The person who requested the executive session shall provide as detailed an explanation as allowed by law without disclosing any confidential matter or any matter which would adversely affect the City's interests, and shall announce what procedure, if any, will follow from the executive session.
 9. Discussions that occur in executive session shall be recorded, and access to the record shall be provided, in the manner and to the extent provided in the State statutes concerning open meetings and the State statutes concerning open records.
- F. RESCHEDULING: The Council may reschedule meetings for dates and times outside its regular meeting schedule to avoid holidays, elections, and other matters, to achieve a quorum, or to allow for additional time for a meeting. To reschedule such meetings, the Council first must provide notice and approve of the proposal to reschedule. Notice to reschedule a meeting may be given on any regular or special meeting agenda.

G. CANCELLATION: Any scheduled meeting may be cancelled by the Mayor with the consent of three (3) Councilmembers in the event unforeseen emergent conditions exist which make conduct of the meeting impractical (for example, in the case of power outage) or travel to the meeting unduly hazardous (for example, in the case of blizzard conditions). In the event of such cancellation, all agenda items for such meeting shall not abate but shall be deemed continued to next regular meeting of the Council.

V. MAYOR AND MAYOR PRO TEM

- A. The Mayor shall preside over meetings of the Council when present and able to perform mayoral responsibilities. The Mayor shall have the same voting powers as any Councilmember.
- B. By the affirmative vote of a majority of the entire Council, a Councilmember shall be appointed as Mayor Pro Tem, for a two-year term, to perform the responsibilities of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities of the Mayor.

VI. MEETING PROCEDURE

A. PREAMBLE

- 1. A bedrock principle of a representative democracy is notice of impending governmental action and an opportunity for members of the public and their representatives to be heard. Principles of good government include deep respect for citizens; prudent stewardship of public resources, including the time of its citizens, staff members and elected officials; direction that is clear and decisive; and decision making that is reasonably consistent, equitable, flexible, and transparent.
- 2. Through the application of these Rules, Council intends to ensure that it balances the principles described in the previous section in a way that ensures robust debate and accountability of City government to its residents. To that end, these procedures are not meant to be employed for the purpose of unreasonable rigidity, surprise, suppression of competing views, or needless prolonging of action.

B. CHAIR'S DISCRETION & RIGHT OF APPEAL Council intends that the Chair shall have reasonable discretion in the application of these procedures subject to section VII.A.

C. ORDER OF BUSINESS AT REGULAR MEETINGS: The order of business at regular Council meetings shall be as follows; however, Council in its sole discretion may adjust such order to accommodate schedules or when otherwise deemed appropriate.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA, OR ON THE CONSENT AGENDA
5. CONSENT AGENDA
6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA
7. CITY MANAGER'S REPORT
8. REGULAR BUSINESS
9. CITY ATTORNEY'S REPORT
10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS
11. ADJOURNMENT

D. CONSENT AGENDA: The Consent Agenda contains items considered routine and shall be approved, adopted, accepted, or otherwise acted upon, by motion of the Council and voice vote for approval of the Consent Agenda, unless the Mayor or a Councilmember specifically requests an item be considered under Regular Business. Items removed from the Consent Agenda and considered under Regular Business will be placed in the agenda order as determined by the Chair.

If the City Council fails to adopt a motion to approve the Consent Agenda, then each item will be added to the Regular Business agenda and considered individually.

E. PUBLIC COMMENTS: The following provisions apply to any section of the agenda where public comments are allowed.

1. All regular and special meetings of the Council shall be open to the public. Members of the public shall have a reasonable opportunity to be heard at each meeting. The Chair may permit public comment on any item at the time such item is being considered by the Council.

2. Regular meetings include specifically designated times for citizens to make public comment. Each speaker shall be limited to three (3) minutes.
 3. The Chair may exercise discretion and permit multiple citizens to designate someone to speak for them and aggregate their three-minute limit time up to a maximum of six (6) minutes of speaking time for their designated spokesperson. Those pooling their time must be physically present, identify themselves, and designate their spokesperson. A designated spokesperson may not speak for more than one group.
 4. On any item with a second round of public comments, such as a second round of public comment on an ordinance, during such second round each speaker shall be limited to three (3) minutes and time may not be pooled.
 5. The Chair shall enforce compliance with the time limits, and time shall be kept on a public comment clock. The public comment clock shall be controlled by the City Clerk.
- F. WRITTEN COMMUNICATIONS: Interested parties, or their authorized representatives, may address the Council by submitting written communication concerning any matter on the Council agenda. Such a written communication may be submitted by electronic mail or by addressing the communication to the City Clerk who will distribute copies to the Council. The communication will be entered into the record without the necessity of reading. A copy of the communication shall be posted at the meeting for the public to review. Anonymous written communications will not be accepted into the record.
- G. ACTION: The Council shall act only by ordinance, resolution, or motion. Each action shall be recorded in the minutes of the meeting. The Council may select the appropriate form for its action, except where a specific form is required by the Charter or the Code. The Council may take any of the following actions on an agenda item: approve, approve subject to conditions, disapprove or deny, continue to a date certain, adopt a motion to take no further action, remand a matter to a board or commission having jurisdiction, or such other action as is permitted by law.
- H. VOTING:
1. Except where a greater number is required by the Charter (as

summarized below), resolutions and motions require the affirmative vote of a majority of the members of the Council present.

2. Except where a greater number is required by the Charter (as summarized below), the final adoption of any ordinance shall require the affirmative vote of a majority of the entire Council.
 3. The following items require the affirmative vote of a majority of the entire Council for approval: The appointment of a Councilmember as Mayor pro tem; the appointment or removal of the City Manager, City Attorney or City Prosecutor; the appointment or removal of a board, commission, task force or committee member; and the adoption of a resolution to revise the boundaries of any City ward.
 4. The following items require the affirmative vote of two-thirds (2/3) of the entire Council: The appointment or removal of the Presiding Municipal Judge or any deputy municipal judge; the adoption of an emergency ordinance; the holding of an executive session; the adoption of an ordinance submitting a proposed amendment to the City Charter to a vote of the registered electors of the City; and an ordinance placing open space into a less protected classification under the Charter.
 5. No member of the Council shall vote on any matter concerning the member's own conduct.
 6. Each member of the Council's vote on an ordinance or resolution shall be recorded in the minutes.
 7. Any member of the Council absent from a session of a quasi-judicial hearing of the Council shall not vote on the matter(s) that was the subject of such hearing, unless the member of the Council has first listened to or viewed the recording of the earlier session of the hearing from which the member of Council was absent.
 8. A member of the Council shall not attend or watch any quasi-judicial hearing of any lower tribunal of the City in which the lower tribunal considers any matter which may be submitted to Council through the hearing process or an appeal. If a member of the Council does attend or watch such a hearing, he or she shall recuse himself or herself from consideration of the matter if it comes before the Council.
- I. **ORDINANCE REQUIRED:** The following acts of the Council shall be by ordinance:

1. Authorizing the borrowing of money, imposing a new tax, increasing a tax rate, or approving a lease-purchase agreement;
2. Approving any transfer of fee ownership in real property owned by the City;
3. Approving any transfer of water rights owned by the City; or
4. Establishing any regulation for violation of which a fine, imprisonment, or both may be imposed.

J. ORDINANCES PROCEDURE:

1. Adoption Procedure – Non-Emergency Ordinances

- a) First Reading: The ordinance shall be introduced by title at a regular or special meeting of the Council. The Council shall vote to amend, adopt, or reject the ordinance, or take such other action as it deems appropriate. If the ordinance is adopted on first reading, it shall be published in full as required by the Charter.
- b) Second Reading: The ordinance shall be introduced by title at a second regular or special meeting of the Council, which shall be held not earlier than four (4) days after the first publication. The Council shall vote to amend, finally adopt, or reject the ordinance, or take such other action as it deems appropriate. Upon final adoption, the ordinance shall be published by title; however, if the ordinance is amended prior to final adoption, the amendment shall be published in full. If published by title, the ordinance shall contain a notice that copies of the full ordinance are available at City offices and on the City's website.

2. Adoption Procedure – Emergency Ordinances

- a) The Council may finally adopt an ordinance on an emergency basis without necessity of two readings and prior publication under circumstances constituting an emergency when expedited Council action is required.
- b) An emergency ordinance may be introduced and finally adopted at any regular or special meeting after only one (1) reading and need not be published before final adoption. An emergency ordinance shall take effect upon final adoption or on such later date as

specified in the ordinance. Following final adoption, an emergency ordinance shall be published in full.

- c) An emergency ordinance shall require the affirmative vote of two-thirds (2/3) of the entire Council. The facts showing the emergency shall be specifically stated in the ordinance.

3. Public Hearing

- a) No ordinance shall be adopted without first holding at least one (1) public hearing on the ordinance.
- b) Except for an emergency ordinance, the public hearing shall be held at the meeting at which the ordinance is to be considered on second reading, and prior to Council action on second reading. The public hearing on an emergency ordinance shall be held at the meeting at which the emergency ordinance is to be considered.
- c) The Chair shall provide at least one (1) opportunity for public comments on the ordinance prior to the initial Council discussion of the ordinance. Therefore, if any member of the Council desires Council discussion of the ordinance at the time of first reading, the Chair shall afford an opportunity for public comments prior to Council discussion and action on first reading.
- d) The Chair shall provide at least one (1) additional opportunity for public comments on the ordinance following the initial Council discussion but before Council action on the ordinance.

VII. PARLIAMENTARY PROCEDURE

- A. POINTS OF ORDER: The Chair shall determine all points of order, subject to the rights of any member of the Council to appeal to the Council, in which case the point of order shall be resolved by vote of a majority of the members of Council present.
- B. RIGHT OF THE FLOOR: Any member of the Council desiring to speak shall be recognized by the Chair.
- C. CLOSE OF PUBLIC COMMENT PERIOD: The Chair shall close the public comment period of a public hearing. The public comment period shall stay closed during Council discussion unless the Chair determines the public comment period shall be reopened for the receipt of new information.

D. MOTIONS: Motions may be made by any member of the Council, including the Chair, provided that before the Chair offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion.

E. PROCEDURES FOR MOTIONS: The following is the general procedure for making motions:

1. Before a motion can be considered or debated it must be seconded; however, no action taken shall be invalidated simply because a motion was not properly made, seconded or recorded.
2. A member of the Council who wishes to make a motion should do so through a verbal request to the Chair.
3. Once the motion has been made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and thereafter to any member of the Council recognized by the Chair.
4. Once the matter has been discussed and the Chair calls for a vote, no further discussion will be allowed; provided, however, that members of the Council may be allowed to explain their votes.

F. AMENDMENTS TO MOTIONS: Once a motion has been made and seconded, any member of the Council who did not make or second the motion may offer an amendment to the motion. If the members of the Council who made and seconded the motion accept the offered amendment, then the motion shall be considered amended without necessity of a separate motion on the “friendly amendment” and the Council may then vote on the motion, as amended. If such an offered “friendly amendment” is rejected by either of the members who made or seconded the motion, then a Council vote shall be taken on the proposed amendment. For sake of clarity, Council shall strive to ensure that no main motion shall be amended more than two (2) times, either by a friendly amendment or amendments adopted by Council vote.

G. SUBSTITUTE MOTIONS: Any member of the Council shall have the right to make a substitute motion. Such a motion shall be offered only to substitute a new motion for the entirety of a pending motion. A substitute motion requires a second, may be amended in accordance with previous section, and shall take precedence over the pending motion. If the substitute motion

is not seconded or is not adopted, then the Council shall proceed with consideration of the pending motion as if the substitute motion were never made.

- H. DISCUSSION: Speakers shall confine themselves to the question under discussion. All discussion must be germane to the agenda item.
- I. MOTION TO END DEBATE: Any member of the Council may make a motion to end debate (also known as “calling the question”). If such a motion is made and seconded, the Chair shall immediately call for a vote on the motion. If the motion is not approved by 2/3 of the members of the Council present and voting, the Chair shall allow for debate to continue. If the motion is approved, the Chair shall call for a motion on the matter under consideration.
- J. ALL MEMBERS MAY SPEAK: Each member of the Council shall have the right to speak and ask questions prior to a vote.
- K. AFTER VOTING: Once a vote has been taken on a motion, there shall be no further discussion on that motion unless a motion to reconsider is properly made, seconded, and adopted.
- L. MOTION TO RECONSIDER: A motion to reconsider may only be made at the same meeting at which the motion to be reconsidered was made or at the next regular meeting of the Council. The motion must be made by a member of the Council on the prevailing side of the motion to be reconsidered. The required second on the motion need not be a member of Council from prevailing side. The motion is debatable but only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the motion. An affirmative vote of 2/3 of the members of the Council present and voting is required for approval of the motion for reconsideration.
- M. TABLE: The Table of Common Motions set forth in Section XI of the Rules is adopted for Council’s reference.

VIII. MEETING CIVILITY

- A. CIVILITY AMONG MEMBERS OF THE COUNCIL: The Chair shall preserve reasonable order and decorum and confine Council and members of the public to discussion of the questions under consideration.

The Chair shall preserve reasonable decorum and decide all questions of order, subject to appeal to the entire Council, in which case the point of

order shall be resolved by a vote of the majority of the members of the Council present.

During Council meetings, members of the Council shall preserve reasonable order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules. Every member of the Council desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the questions under debate. Once recognized, no member of the Council shall be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another member of the Council.

Members of the public desiring to address the Council on any item on the agenda shall be recognized by the Chair, state their names, and are requested to state their place of residence (by address or by city, town, or county of residence). Each member of the public shall speak in an audible tone for the record, and shall limit their remarks to the questions under discussion.

IX. TABLE OF COMMON MOTIONS

Type of Motion	Second needed?	Debatable?	Vote	Effect
Main	Yes	Yes	Dependent upon subject matter of motion (see "Voting" requirements, page 9)	Proposes a new idea or action
Amend	Yes	Yes	Majority of the members of the Council present and voting	Amends the language of pending main motion
Substitute	Yes	Yes	Majority of the members of the Council present and voting	Replaces pending main motion in its entirety
End Debate (call the question)	Yes	No	2/3 of the members of the Council present and voting	Ends debate on a matter
Continue matter to date certain	Yes	Yes	Majority of the members of the Council present and voting	Suspends consideration of matter until a later meeting date
Recess	Yes	No	Majority of the members of the Council present and voting	Postpones meeting for a period of time
Adjourn	Yes	Yes	Majority of the members of the Council present and voting	Ends meeting
Reconsider; motion must be made by member on prevailing side	Yes; by any member	Yes; but only as to reasons for reconsideration.	2/3 of the members of the Council present and voting	Reconsideration of previously-adopted motion; must be at same meeting or next regular meeting
Table	Yes	No	Majority of the members of the Council present and voting	Places main motion and all pending amendments aside temporarily with the intention of bringing them back at a later time for action
Postpone indefinitely	Yes	Yes	Majority of the members of the Council present and voting	Kills main motion being discussed



CITY COUNCIL

RULES OF PROCEDURE

adopted _____
by _____, *Series 2020*

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REDLINED

RULES OF PROCEDURE FOR THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO

I. DEFINITIONS

“Charter” means the [Home Rule Charter of the City of Louisville, Colorado](#).

“Chair” means the Mayor or member of the Council who presides over a meeting, special meeting, executive session, or study session of the City Council, subject to Rule III I below.

“City” means the City of Louisville, Colorado.

“Code” means the Louisville Municipal Code.

“Council” or “City Council” means the body constituting the City Council of the City, consisting of six (6) Councilmembers and the Mayor.

“Councilmember” means each member of the City Council except the Mayor.

“Emergency” means a matter which could not have been reasonably anticipated or foreseen and on which immediate action is genuinely and urgently necessary for the preservation of the public health, safety, or welfare.

“Entire Council” means all of the seven (7) members of the City Council.

“Member of the Council” means the Mayor and each Councilmember.

“Rules” means the City Council Rules of Procedure.

II. AUTHORITY

The [Home Rule Charter of the City of Louisville](#) provides that the Council may determine its own rules of procedure for meetings. The following Rules shall be in effect upon their adoption by the Council until such time as they are amended or new Rules adopted.

In order to efficiently and effectively complete City business facing the Council, all meetings must be conducted in an orderly and respectful manner. These Rules are intended to provide guidelines for the procedures to be followed for the conduct of Council meetings and study sessions.

If any Rule, on its face or as applied, conflicts with applicable provisions of the Charter or ordinances, those provisions shall apply and that Rule shall not.

III. GENERAL RULES

- A. LOCATION: All Council meetings shall take place in a public building that is accessible to members of the public, with or without reasonable accommodation in accordance with applicable law.
- B. OPEN TO THE PUBLIC: All meetings and study sessions shall be open to the public. The Council may conduct executive sessions in compliance with the Charter, Code, and applicable provisions of the Colorado Open Meetings Law.
- C. MEETING NOTICE: Notice for all meetings and study sessions shall be given as required by the Charter. At the first regular meeting of every year, the City Council shall designate the locations for posting of notices of its meetings.
- D. MINUTES: Minutes of each regular and special meeting shall be taken and retained permanently in the records of the City. A summary shall be prepared for each study session.
- E. QUORUM: A quorum is needed for the transaction of business at each regular and special meeting of the Council. A quorum shall be defined as a majority of the members of the Council holding office at the time of the meeting.
- F. ABSENCES: No member of the Council shall have more than six (6) absences from regular Council meetings during any period of twelve (12) consecutive calendar months. The date of the seventh (7th) absence shall be deemed to be the date on which the office was vacated.
- G. APPLICABILITY OF THE CODE OF ETHICS: Each member of the Council shall adhere to the Code of Ethics (Charter Section 5-6).
- H. DISCLOSURE OF INTEREST AND RECUSAL: Any member of the Council who has an interest in, or whose interest would be affected by, any proposed official action before the Council shall immediately and publicly disclose the nature and extent of the interest; shall not participate in any discussion or decision concerning the proposed action; shall not attempt to publicly or privately influence the City Council, any public body, or any employee in connection with the action; and shall leave the room where the discussion or decision is taking place during the time the proposed action is being discussed and the decision is being made.
- I. CHAIR: The Chair is the member of Council who presides over a Council

meeting and shall do so according to these Rules and applicable law. The Mayor serves as Chair of all Council meetings at which the Mayor is present. In the Mayor's absence, the Councilmember appointed as Mayor Pro Tem will serve as Chair. In the absence of both the Mayor and the Councilmember appointed as Mayor Pro Tem, then the Councilmember with the greatest seniority on Council, followed by alphabetical order, will serve as Chair.

IV. MEETINGS

- A. **REGULAR MEETINGS:** Council shall hold regular meetings twice each month. Regular meetings shall be conducted on the first and third Tuesday of the month, excluding holidays, and shall convene at 7:00 p.m. unless another day or time is set by prior approval of a majority of the Council. A regular meeting may be held on at least seventy-two (72) hours written notice.
- B. **SPECIAL MEETINGS:** A special meeting shall be called by the City Clerk on the request of any four (4) members of the Council, and shall be held on at least forty-eight (48) hours written notice. In addition to other means, a request for a special meeting may be effected by e-mailing such request to the City Clerk or by a motion approved a majority of the entire Council.
- C. **EMERGENCY SPECIAL MEETINGS:** An emergency special meeting shall be called by the City Clerk on the request of the City Manager or any four (4) members of the Council and shall be held on at least twenty-four (24) hours written notice to each member of the Council. In addition to other means, a request for an emergency special meeting may be effected by e-mailing or telephoning such request to the City Clerk. Each person requesting the meeting must have determined that the meeting is urgently necessary to take action on an unforeseen matter requiring immediate action; and the basis for the determination shall be stated in the notice of the meeting.
- The Council shall not take action on any item of business at any special meeting unless the item to be acted on has been stated in the notice of the meeting; or the item to be acted on is reasonably related to the item which was stated in the notice of the meeting.
- D. **STUDY SESSIONS:** The purpose of study session meetings is to enable the Council to obtain information about and discuss matters of public business in a less formal atmosphere. No preliminary or final policy decision, fiscal decision, rule, regulation, resolution, ordinance, action approving a contract, action calling for the payment of money, or other formal action shall be made or taken at any study session.

At any study session, any member of the public who in good faith believes that a study session is proceeding in violation of this section IV.D shall be entitled to submit a brief written objection to the Chair of the study session; the written objection shall specify the grounds for the objection. The Chair shall exercise discretion in determining whether the study session complies with this section, and shall conduct the study session in accordance with that determination.

Study sessions are generally held on the 2nd and 4th Tuesday of each month.

- E. EXECUTIVE SESSIONS: It is the policy of the City that the activities of City government should be conducted in public to the greatest extent feasible in order to assure public participation and enhance public accountability. The Council may hold an executive session only at a regular or special meeting and for the sole purpose of discussing topics approved by the Charter.

Adoption of any proposed policy, position, resolution, rule, regulation, or formal action, or informal or "straw" vote, shall not occur at any executive session.

Executive Session Procedure:

1. A request for an executive session may be made only by a member of the Council, the City Attorney or other attorney representing the City, the Municipal Judge, or the City Manager.
2. The request to go into an executive session shall be made in an open session at a regular or special meeting of the Council. The requesting party shall give as detailed and specific a statement as possible avoiding disclosure of any confidential matters, as to the topic or topics to be discussed and the reasons for requesting an executive session.
3. Immediately after a request to go into an executive session, and prior to any motion to go into executive session, the City Clerk shall read the statement concerning executive sessions required by the Code.

4. The executive session shall only be held upon an affirmative vote of two-thirds (2/3) of the entire Council. A separate vote shall be held on each topic requested to be considered in the executive session. Following the vote and immediately prior to retiring into the executive session, the Mayor (or the Councilmember appointed as Mayor Pro Tem, as the case may be) shall announce the topic or topics of the executive session.
 5. Immediately upon retiring into the executive session, the requesting party shall explain in detail the nature of the topic and the reasons for requesting the executive session. Those in attendance may then discuss the propriety of the executive session.
 6. Before any discussion on the merits of any topic in the executive session, the City Attorney or other attorney representing the City shall give an opinion as to the propriety of the executive session and shall provide guidelines as to the limitations that apply to the discussion.
 7. At any time, any participant may object to the continuation of the executive session. Upon the making of such objection, all discussion shall cease, and the Council shall reconvene in an open session for the purpose of determining the propriety of continuing the executive session. An affirmative vote of two-thirds (2/3) of the entire Council shall be required to continue the executive session.
 8. Upon completion of the executive session, the Council shall reconvene in an open session. The person who requested the executive session shall provide as detailed an explanation as allowed by law without disclosing any confidential matter or any matter which would adversely affect the City's interests, and shall announce what procedure, if any, will follow from the executive session.
 9. Discussions that occur in executive session shall be recorded, and access to the record shall be provided, in the manner and to the extent provided in the State statutes concerning open meetings and the State statutes concerning open records.
- F. RESCHEDULING: The Council may reschedule meetings for dates and times outside its regular meeting schedule to avoid holidays, elections, and other matters, to achieve a quorum, or to allow for additional time for a meeting. To reschedule such meetings, the Council first must provide notice and approve of the proposal to reschedule. Notice to reschedule a meeting may be given on any regular or special meeting agenda.

- G. CANCELLATION: Any scheduled meeting may be cancelled by the Mayor with the consent of three (3) Councilmembers in the event unforeseen emergent conditions exist which make conduct of the meeting impractical (for example, in the case of power outage) or travel to the meeting unduly hazardous (for example, in the case of blizzard conditions). In the event of such cancellation, all agenda items for such meeting shall not abate but shall be deemed continued to next regular meeting of the Council.

V. MAYOR AND MAYOR PRO TEM

- A. The Mayor shall preside over meetings of the Council when present and able to perform mayoral responsibilities. The Mayor shall have the same voting powers as any Councilmember.
- B. By the affirmative vote of a majority of the entire Council, a Councilmember shall be appointed as Mayor Pro Tem, for a two-year term, to perform the responsibilities of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities of the Mayor.

VI. MEETING PROCEDURE

A. PREAMBLE

1. A bedrock principle of a representative democracy is notice of impending governmental action and an opportunity for members of the public and their representatives to be heard. Principles of good government include deep respect for citizens; prudent stewardship of public resources, including the time of its citizens, staff members and elected officials; direction that is clear and decisive; and decision making that is reasonably consistent, equitable, flexible, and transparent.
2. Through the application of these Rules, Council intends to ensure that it balances the principles described in the previous section in a way that ensures robust debate and accountability of City government to its residents. To that end, these procedures are not meant to be employed for the purpose of unreasonable rigidity, surprise, suppression of competing views, or needless prolonging of action.

- B. CHAIR'S DISCRETION & RIGHT OF APPEAL Council intends that the Chair shall have reasonable discretion in the application of these procedures subject to section VII.A.

C. ORDER OF BUSINESS AT REGULAR MEETINGS: The order of business at regular Council meetings shall be as follows; however, Council in its sole discretion may adjust such order to accommodate schedules or when otherwise deemed appropriate.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA, OR ON THE CONSENT AGENDA
5. CONSENT AGENDA
6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA
7. CITY MANAGER'S REPORT
8. REGULAR BUSINESS
9. CITY ATTORNEY'S REPORT
10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS
11. ADJOURNMENT

D. CONSENT AGENDA: The Consent Agenda contains items considered routine and shall be approved, adopted, accepted, or otherwise acted upon, by motion of the Council and voice vote for approval of the Consent Agenda, unless the Mayor or a Councilmember specifically requests an item be considered under Regular Business. Items removed from the Consent Agenda and considered under Regular Business will be placed in the agenda order as determined by the Chair.

If the City Council fails to adopt a motion to approve the Consent Agenda, then each item will be added to the Regular Business agenda and considered individually.

E. PUBLIC COMMENTS: The following provisions apply to any section of the agenda where public comments are allowed.

1. All regular and special meetings of the Council shall be open to the public. Members of the public shall have a reasonable opportunity to be heard at each meeting. The Chair may permit public comment on any item at the time such item is being considered by the Council.

2. Regular meetings include specifically designated times for citizens to make public comment. Each speaker shall be limited to three (3) minutes.
 3. The Chair may exercise discretion and permit multiple citizens to designate someone to speak for them and aggregate their three-minute limit time up to a maximum of six (6) minutes of speaking time for their designated spokesperson. Those pooling their time must be physically present, identify themselves, and designate their spokesperson. A designated spokesperson may not speak for more than one group.
 4. On any item with a second round of public comments, such as a second round of public comment on an ordinance, during such second round each speaker shall be limited to three (3) minutes and time may not be pooled.
 5. The Chair shall enforce compliance with the time limits, and time shall be kept on a public comment clock. The public comment clock shall be controlled by the City Clerk.
- F. WRITTEN COMMUNICATIONS: Interested parties, or their authorized representatives, may address the Council by submitting written communication concerning any matter on the Council agenda. Such a written communication may be submitted by electronic mail or by addressing the communication to the City Clerk who will distribute copies to the Council. The communication will be entered into the record without the necessity of reading. A copy of the communication shall be posted at the meeting for the public to review. Anonymous written communications will not be accepted into the record.
- G. ACTION: The Council shall act only by ordinance, resolution, or motion. Each action shall be recorded in the minutes of the meeting. The Council may select the appropriate form for its action, except where a specific form is required by the Charter or the Code. The Council may take any of the following actions on an agenda item: approve, approve subject to conditions, disapprove or deny, continue to a date certain, adopt a motion to take no further action, remand a matter to a board or commission having jurisdiction, or such other action as is permitted by law.
- H. VOTING:
1. Except where a greater number is required by the Charter (as

summarized below), resolutions and motions require the affirmative vote of a majority of the members of the Council present.

2. Except where a greater number is required by the Charter (as summarized below), the final adoption of any ordinance shall require the affirmative vote of a majority of the entire Council.
 3. The following items require the affirmative vote of a majority of the entire Council for approval: The appointment of a Councilmember as Mayor pro tem; the appointment or removal of the City Manager, City Attorney or City Prosecutor; the appointment or removal of a board, commission, task force or committee member; and the adoption of a resolution to revise the boundaries of any City ward.
 4. The following items require the affirmative vote of two-thirds (2/3) of the entire Council: The appointment or removal of the Presiding Municipal Judge or any deputy municipal judge; the adoption of an emergency ordinance; the holding of an executive session; the adoption of an ordinance submitting a proposed amendment to the City Charter to a vote of the registered electors of the City; and an ordinance placing open space into a less protected classification under the Charter.
 5. No member of the Council shall vote on any matter concerning the member's own conduct.
 6. Each member of the Council's vote on an ordinance or resolution shall be recorded in the minutes.
 7. Any member of the Council absent from a session of a quasi-judicial hearing of the Council shall not vote on the matter(s) that was the subject of such hearing, unless the member of the Council has first listened to or viewed the recording of the earlier session of the hearing from which the member of Council was absent.
 8. A member of the Council shall not attend or watch any quasi-judicial hearing of any lower tribunal of the City in which the lower tribunal considers any matter which may be submitted to Council through the hearing process or an appeal. If a member of the Council does attend or watch such a hearing, he or she shall recuse himself or herself from consideration of the matter if it comes before the Council.
- I. **ORDINANCE REQUIRED:** The following acts of the Council shall be by ordinance:

1. Authorizing the borrowing of money, imposing a new tax, increasing a tax rate, or approving a lease-purchase agreement;
2. Approving any transfer of fee ownership in real property owned by the City;
3. Approving any transfer of water rights owned by the City; or
4. Establishing any regulation for violation of which a fine, imprisonment, or both may be imposed.

J. ORDINANCES PROCEDURE:

1. Adoption Procedure – Non-Emergency Ordinances

- a) First Reading: The ordinance shall be introduced by title~~motion~~ at a regular or special meeting of the Council ~~and shall be read by title~~. The Council shall vote to amend, adopt, or reject the ordinance, or take such other action as it deems appropriate. If the ordinance is adopted on first reading, it shall be published in full as required by the Charter.
- b) Second Reading: The ordinance shall be introduced by ~~motion~~title at a second regular or special meeting of the Council, which shall be held not earlier than four (4) days after the first publication. The Council shall vote to amend, finally adopt, or reject the ordinance, or take such other action as it deems appropriate. Upon final adoption, the ordinance shall be published by title; however, if the ordinance is amended prior to final adoption, the amendment shall be published in full. If published by title, the ordinance shall contain a notice that copies of the full ordinance are available at City offices and on the City's website.

2. Adoption Procedure – Emergency Ordinances

- a) The Council may finally adopt an ordinance on an emergency basis without necessity of two readings and prior publication under circumstances constituting an emergency when expedited Council action is required.
- b) An emergency ordinance may be introduced and finally adopted at any regular or special meeting after only one (1) reading and need not be published before final adoption. An emergency ordinance

shall take effect upon final adoption or on such later date as specified in the ordinance. Following final adoption, an emergency ordinance shall be published in full.

- c) An emergency ordinance shall require the affirmative vote of two-thirds (2/3) of the entire Council. The facts showing the emergency shall be specifically stated in the ordinance.

3. Public Hearing

- a) No ordinance shall be adopted without first holding at least one (1) public hearing on the ordinance.
- b) Except for an emergency ordinance, the public hearing shall be held at the meeting at which the ordinance is to be considered on second reading, and prior to Council action on second reading. The public hearing on an emergency ordinance shall be held at the meeting at which the emergency ordinance is to be considered.
- c) The Chair shall provide at least one (1) opportunity for public comments on the ordinance prior to the initial Council discussion of the ordinance. Therefore, if any member of the Council desires Council discussion of the ordinance at the time of first reading, the Chair shall afford an opportunity for public comments prior to Council discussion and action on first reading.
- d) The Chair shall provide at least one (1) additional opportunity for public comments on the ordinance following the initial Council discussion but before Council action on the ordinance.

VII. PARLIAMENTARY PROCEDURE

- A. POINTS OF ORDER: The Chair shall determine all points of order, subject to the rights of any member of the Council to appeal to the Council, in which case the point of order shall be resolved by vote of a majority of the members of Council present.
- B. RIGHT OF THE FLOOR: Any member of the Council desiring to speak shall be recognized by the Chair.
- C. CLOSE OF PUBLIC COMMENT PERIOD: The Chair shall close the public comment period of a public hearing ~~prior to any motion being made~~. The public comment period shall stay closed during Council discussion unless

the Chair determines the public comment period shall be reopened for the receipt of new information.

D. MOTIONS: Motions may be made by any member of the Council, including the Chair, provided that before the Chair offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion.

E. PROCEDURES FOR MOTIONS: The following is the general procedure for making motions:

1. Before a motion can be considered or debated it must be seconded; however, no action taken shall be invalidated simply because a motion was not properly made, seconded or recorded.
2. A member of the Council who wishes to make a motion should do so through a verbal request to the Chair.
3. Once the motion has been made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and thereafter to any member of the Council recognized by the Chair.
4. Once the matter has been discussed and the Chair calls for a vote, no further discussion will be allowed; provided, however, that members of the Council may be allowed to explain their votes.

F. AMENDMENTS TO MOTIONS: Once a motion has been made and seconded, any member of the Council who did not make or second the motion may offer an amendment to the motion. If the members of the Council who made and seconded the motion accept the offered amendment, then the motion shall be considered amended without necessity of a separate motion on the “friendly amendment” and the Council may then vote on the motion, as amended. If such an offered “friendly amendment” is rejected by either of the members who made or seconded the motion, then a Council vote shall be taken on the proposed amendment. For sake of clarity, Council shall strive to ensure that no main motion shall be amended more than two (2) times, either by a friendly amendment or amendments adopted by Council vote.

G. SUBSTITUTE MOTIONS: Any member of the Council shall have the right to make a substitute motion. Such a motion shall be offered only to substitute a new motion for the entirety of a pending motion. A substitute motion

requires a second, may be amended in accordance with previous section, and shall take precedence over the pending motion. If the substitute motion is not seconded or is not adopted, then the Council shall proceed with consideration of the pending motion as if the substitute motion were never made.

- H. **DISCUSSION:** Speakers shall confine themselves to the question under discussion. All discussion must be germane to the agenda item.
- I. **MOTION TO END DEBATE:** Any member of the Council may make a motion to end debate (also known as “calling the question”). If such a motion is made and seconded, the Chair shall immediately call for a vote on the motion. If the motion is not approved by 2/3 of the members of the Council present and voting, the Chair shall allow for debate to continue. If the motion is approved, the Chair shall call for a motion on the matter under consideration.
- J. **ALL MEMBERS MAY SPEAK:** Each member of the Council shall have the right to speak and ask questions prior to a vote.
- K. **AFTER VOTING:** Once a vote has been taken on a motion, there shall be no further discussion on that motion unless a motion to reconsider is properly made, seconded, and adopted.
- L. **MOTION TO RECONSIDER:** A motion to reconsider may only be made at the same meeting at which the motion to be reconsidered was made or at the next regular meeting of the Council. The motion must be made by a member of the Council on the prevailing side of the motion to be reconsidered. The required second on the motion need not be a member of Council from prevailing side. The motion is debatable but only for the reasons to explain or justify reconsideration and not for the purpose of debating the merits of the motion. An affirmative vote of 2/3 of the members of the Council present and voting is required for approval of the motion for reconsideration.
- M. **TABLE:** The Table of Common Motions set forth in Section XI of the Rules is adopted for Council’s reference.

VIII. MEETING CIVILITY

- A. **CIVILITY AMONG MEMBERS OF THE COUNCIL:** The Chair shall preserve reasonable order and decorum and confine Council and members of the public to discussion of the questions under consideration.

The Chair shall preserve reasonable decorum and decide all questions of order, subject to appeal to the entire Council, in which case the point of order shall be resolved by a vote of the majority of the members of the Council present.

During Council meetings, members of the Council shall preserve reasonable order and decorum and shall not delay or interrupt the proceedings or refuse to obey the order of the Chair or the Rules. Every member of the Council desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself or herself to the questions under debate. Once recognized, no member of the Council shall be interrupted while speaking unless called to order by the Chair or unless a point of order is raised by another member of the Council.

Members of the public desiring to address the Council on any item on the agenda shall be recognized by the Chair, state their names, and are requested to state their place of residence (by address or by city, town, or county of residence). Each member of the public shall speak in an audible tone for the record, and shall limit their remarks to the questions under discussion.

IX. TABLE OF COMMON MOTIONS

Type of Motion	Second needed?	Debatable?	Vote	Effect
Main	Yes	Yes	Dependent upon subject matter of motion (see "Voting" requirements, page 9)	Proposes a new idea or action
Amend	Yes	Yes	Majority of the members of the Council present and voting	Amends the language of pending main motion
Substitute	Yes	Yes	Majority of the members of the Council present and voting	Replaces pending main motion in its entirety
End Debate (call the question)	Yes	No	2/3 of the members of the Council present and voting	Ends debate on a matter
Continue matter to date certain	Yes	Yes	Majority of the members of the Council present and voting	Suspends consideration of matter until a later meeting date
Recess	Yes	No	Majority of the members of the Council present and voting	Postpones meeting for a period of time
Adjourn	Yes	Yes	Majority of the members of the Council present and voting	Ends meeting
Reconsider; motion must be made by member on prevailing side	Yes; by any member	Yes; but only as to reasons for reconsideration.	2/3 of the members of the Council present and voting	Reconsideration of previously-adopted motion; must be at same meeting or next regular meeting
Table	Yes	No	Majority of the members of the Council present and voting	Places main motion and all pending amendments aside temporarily with the intention of bringing them back at a later time for action
Postpone indefinitely	Yes	Yes	Majority of the members of the Council present and voting	Kills main motion being discussed

SUBJECT: APPROVAL OF A SOLE SOURCE AGREEMENT WITH SPRONK WATER ENGINEERS FOR 2020 WATER RIGHTS ADMINISTRATION

DATE: JANUARY 21, 2020

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DIRECTOR

SUMMARY:

Staff is recommending entering into a sole source contract with Spronk Water Engineers (Spronk) for water rights consulting services for 2020.

Spronk has been providing assistance in the administration of the City’s water rights since 2012 and successfully assumed the lead role in 2017. This long term relationship has distinct advantages to City in the operation of a complex water system. Spronk is able to analyze impacts based on their familiarity, reducing the amount of billable time that would be charged by a new firm in understanding the basics of the City system. This allows for greater precision and reserves budget for more demanding evaluations. In addition, the number of potential replacement consulting firms are limited as a result of the conflict of interest and availability associated with this type work. Lastly, the collaboration between Spronk on our Water Attorneys (Hill & Pollock) is a valuable relationship that has allowed for the successful completion, defense and protection of many of the City’s water rights and system.

At the end of 2018, staff participated in a joint comparison of water engineering fees of surrounding communities highlighted in the following table below:

Community	Engineer Hourly Rates	Principal Hourly Rates
Loveland	\$100	\$195
Louisville	\$105	\$200
South Adams	\$120	\$170
Boulder	\$123	\$215
Aurora	\$145	\$300
Westminster	\$159	\$173
Thornton	\$167	\$255

Hourly rates have increased by \$5 for 2020 but continue to be competitive. Staff is recommending that Spronk continue to provide guidance, strategy, and management of drought, flood, and day-to-day operations.

Water Rights Administration is a routine yearly contract within approved budgets and was discussed at the January 10th Utility Committee.

The attached Agreement's scope includes five tasks described below:

- Task A – water rights administration services for 2020 in an amount of \$100,000.
- Task B – Continuation of preparing the City's water accounting documents for an audit by CDWR, which is expected to occur in the near future. The audit preparation was started in 2014 and is anticipated to be complete within one to two years. The requested budget for this task is \$20,000.
- Task C – represents the City's interests, along with the Hill & Pollock Law Firm, in water court cases affecting the City's portfolio in an amount of \$15,000.
- Task D – Provides for review of water rights going up for sale, which the City could be interested in purchasing. The 2020 budget for this task is proposed at \$5,000.
- Task E – A new one-time task to investigate and assist with the development of solutions to address water rights return flow requirements. The requested budget for this task is \$27,500.

The City of Louisville owns a complex water rights portfolio with an estimated value exceeding \$110 million. These water rights provide the entire supply for the City's residents, businesses, visitors, and the City's own needs. This portfolio contains rights that place a variety of conditions on raw water diversion, including limitation on diversion dates and minimum stream flow requirements, as well as stream flow replenishment timing and locations. Additionally, the City's water rights vary seasonally, with excess water available in the spring and few diversions available in the winter. Administration of this portfolio requires thorough knowledge of Colorado water law, understanding of its application in daily operations, and a significant planning effort to ensure a constant water supply throughout the year. Supplemental tasks include daily monitoring of stream conditions, water right priorities, reservoir levels, City water demands, coordination with the Water Commissioner and City staff, as well as meeting reporting requirements set by the Colorado Division of Water Resources (CDWR).

FISCAL IMPACT:

The Agreement with Spronk is for \$167,500 and will be paid from the 2020 Water Fund operational budget, line items 501462-540910 and 501462-542000. These budget line items were established at \$185,000 and \$112,500 respectively. The addition of Task E was not anticipated at the time of the budget setting in 2017, necessitating the additional line item for 2020. The overall Raw Water Division budget (501462) will remain unchanged. The 2019 Spronk contract was approximately 76% (\$106,988) expended in 2019.

PROGRAM/SUB-PROGRAM IMPACT:

The program goal for Utilities is to ensure safe, reliable, great tasting water. The effective management of the City’s water rights is critical to the reliability of the water supply.

RECOMMENDATION:

Approve the Consulting Services Agreement with Spronk Water Engineers for water rights administration.

ATTACHMENT(S):

1. Agreement between the City of Louisville and Spronk Water Engineers.

STRATEGIC PLAN IMPACT:

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

**AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE
AND SPRONK WATER ENGINEERS, INC.
FOR CONSULTING SERVICES**

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this ____ day of _____, 2020 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and Spronk Water Engineers, Inc., a Colorado corporation hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Consultant for the purpose of providing water rights engineering consulting services as further set forth in the Consultant’s Scope of Services (which services are hereinafter referred to as the “Services”).
- 2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit “B” and incorporated herein by reference.

4.0 COMPENSATION

- 4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit “C” attached hereto and incorporated herein by this reference. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services (“Pre-Approved Expenses”). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such

other information as may be required by the City. The Consultant shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates Cory Peterson as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Cory Peterson and such person's designees.
- 5.2 The Consultant designates Katie Leone as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Katie Leone, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2020, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its

discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the City, and its elected and appointed officials and employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the City, of the Consultant's liability or fault. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Consultant is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes,

unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.

- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Except as provided in section 22.0 hereof, Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court. Consultant hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit A, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant’s Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant’s execution of this Agreement.
- 17.3 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City’s Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

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

If to the City:
City of Louisville
Attn: Cory Peterson
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4610
e-mail: cpeterson@louisvilleco.gov

If to the Consultant:
Attn: Katie Leone
1000 Logan Street
Denver, Colorado 80203
e-mail: KLeone@spronkwater.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Consultant may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

By: _____
Title: _____

Exhibit A

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

By _____

Title: _____

Date

Exhibit B – Scope of Services

Task A – Daily Water Rights Administration

This task includes managing daily operations of the City's raw water supply. The work to be performed under this task shall include coordination and meeting with City staff, Coal Creek Golf Course staff, Colorado Division of Water Resources, Water District 6 water commissioner, and other municipalities and ditch companies for the purpose of diverting, storing, and administering water rights pursuant to the terms and conditions of City decrees. The work shall include managing the City's water right entitlements and obligations as they apply to return flows requirements, reuse capabilities, and all reporting obligations with Northern Water Conservancy District and Farmers Reservoir and Irrigation Company. This task's deliverable shall include the submittal of a complete set of monthly water accounting to the Division 1 Engineer, FRICO, and the City's Public Works' staff. The deliverable shall be submitted to the City on or before the 20th day of each month.

Task B- State of Colorado Accounting Audit and Revisions

The Colorado Division of Water Resources has undertaken a water rights audit for all water users in the South Platte basin, which the City is a participant. The purpose of the audit is to provide the State with a standardized accounting form system to be used by all water right holders in the basin. Currently, Louisville uses a customized system of accounting that was developed in 1994. As a result of the audit, this customized accounting will need to be modified to comply with the State's new accounting protocol. This task includes modernization/transition of the City's water rights accounting process from the current "Water Manager" software to a customized EXCEL spreadsheet format conforming to the State's accounting protocol. Integration of the City's Marshall Lake accounting into the newly developed EXCEL spreadsheet accounting forms. Coordination and collaboration with the Division 1 Engineer's office to insure approval of the City's modified accounting forms and procedures. This includes meetings, teleconferences, memorandums, and any other form of negotiation and compliance standards. The cost estimate for this task is based on time and materials, given the uncertainty and full extent of the State's review and audit process.

Task C – On Call Engineering Services

Consultant will provide additional engineering services as requested by the City during 2020. Consultant will be compensated for such work at the rates set forth in Exhibit C. Work associated with task may include review and analysis of other entities' water court applications, review and comment on water right acquisitions, protection of the City's water rights in Federal, State, and local permitting, water resource planning and projections.

Task D – Water Acquisition Review Services

Consultant will assist City staff with evaluation of water rights and compiling bids for water resources the City is considering purchasing.

Task E – Water Rights Return Flows

Consultant will assist City staff evaluating the feasibility of a plan for augmentation, exchange, and recharge to facilitate making the return flow obligations.

EXHIBIT C

Consultant shall be compensated for work described above at the rates and not-to-exceed totals specified below.

Task	Not-to-Exceed Amount
A	\$100,000
B	\$20,000
C	\$15,000
D	\$5,000
E	\$27,500
TOTAL	\$167,500

GENERAL HOURLY WAGE RATES for 2020

Principal Engineer	\$205
Senior Engineer/Watershed Scientist	\$155
Project Hydrologist	\$125
Staff Engineer	\$110
Assistant Engineer	\$100
Technician	\$50
Administrative	\$40

SUBJECT: APPROVAL OF THE FIRST AMENDMENT TO AGREEMENT FOR DESIGN BUILD SERVICES FOR MEDIAN LANDSCAPE RENOVATIONS

DATE: JANUARY 21, 2020

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

SUMMARY:

Staff requests City Council action on the First Amendment to Agreement for Design Build Services for Median Landscape Renovations.

Based on the needs of replacing irrigation infrastructure on the medians it has become necessary to re-organize phasing and funding for the project. Initially the project consisted of two phases. Phase one consisted of the medians on Via Appia, McCaslin and Cherry Street and phase two consisted of the medians on Dillon Road, South Boulder Road and Summit View Drive at Highway 42.

To date, the design build team has completed design work and prepared cost estimates for the medians on Via Appia, McCaslin and Cherry Street. Based on current design and cost estimates staff is planning to move forward with median upgrades on Via Appia and McCaslin in 2020.

FISCAL IMPACT:

City Council approved \$275,000 in 2019 and recently approved the 2020 budget which included \$275,000 in 2020. The 2019 budget for this project has \$237,820 remaining. An additional \$50,000 from the 2019 Irrigation Clock CIP will be utilized for irrigation improvements along the medians and will need to be carried forward to 2020. A total of \$287,820 will be in the carry forward in June. The 2019 and 2020 funds together provide a total budget of \$562,820 to complete construction of Via Appia and McCaslin Improvements. Future corridor improvements along South Boulder Road, Dillon and Cherry will be brought forward as part of the 2021-2022 biennial budget process for considerations.

PROGRAM/SUB-PROGRAM IMPACT:

The objective of the Streetscapes Sub-Program is to provide safe, visually appealing and inviting streets and sidewalks. By renovating the medians, the City will be improving safety and visual appearance of the community in addition to establishing identity elements to aid in vehicle and pedestrian circulation.

SUBJECT: MEDIAN LANDSCAPE RENOVATIONS

DATE: JANUARY 21, 2020

PAGE 2 OF 2

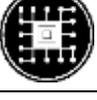
RECOMMENDATION:

Staff recommends City Council approved the attached First Amendment for Design Build Services for Median Landscape Renovations.

ATTACHMENTS:

1. The First Amendment for Design Build Services for Median Landscape Renovations
2. Original Contract

STRATEGIC PLAN IMPACT:

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

FIRST AMENDMENT TO AGREEMENT FOR DESIGN BUILD SERVICES FOR MEDIAN LANDSCAPE RENOVATIONS

This First Amendment to Agreement for Design Build Services for Median Landscape Renovations (“Amendment”) is made and entered into as of the ____ day of January, 2020, by and between the City of Louisville (“City”) and Colorado Designsapes, Inc. (“Design-Build Firm”).

WHEREAS, the City and Design-Build Firm entered into an “Agreement for Design Build Services for Median Landscape Renovations” (“Agreement”), dated April 16, 2019, and desire to amend the same.

NOW, THEREFORE, in consideration of the premises and promises contained herein, the City and Design-Build Firm agree as follows:

1. Section 3 is amended to read as follows (words to be deleted ~~stricken~~, words to be added underlined):

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the Work to the full satisfaction and acceptance of City, City shall pay the Design-Build Firm, in accordance with Exhibit U, Fee Schedule, for Work requested and rendered under this Agreement, a total not to exceed ~~TWO HUNDRED SEVENTY FIVE [sic] THOUSAND DOLLARS (\$275,00.00)~~ **THREE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00)**. (“Total Contract Amount of \$600,000.00”).

The amount of money appropriated for the Agreement is equal to the Total Contract Amount. Design-Build Firm acknowledges that the City is limited in the sum available to design and construct the Project. This Agreement shall not be modified, through Change Order or otherwise, to require Design-Build Firm to perform additional compensable work that causes the aggregate amount payable under the Agreement to exceed the amount appropriated for this Agreement, unless the City gives Design-Build Firm written assurance that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work.

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

2. In accordance with Section 4 of the Agreement, Design Build Firm shall increase the required Performance and Labor and Material Payment Bonds to one hundred percent (100%) of the Total Contract Amount, the cost which bonds shall be paid by Design-Build Firm. Such bonds shall remain in full force and effect at all times, including the warranty period, in accordance with the terms of the Agreement.

3. Subsection (A) of Section 5 is amended to read as follows (words to be deleted ~~stricken~~, words to be added underlined):

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within twenty (20) calendar days from the commencement date established in each Phase's Notice to Proceed ("Commencement Date"). No Work shall be performed at the Project Site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Work shall be substantially completed within ~~one hundred twenty five (125)~~ one hundred sixty (160) calendar days from the Commencement Date. The work shall be fully completed and deemed ready by the City for final completion within one hundred thirty (130) calendar days from Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling ~~one hundred thirty (130) calendar days~~ ("Contract Time").

4. Section 8 of Exhibit A, General Terms and Conditions, is amended to read as follows (words to be deleted ~~stricken~~, words to be added underlined):

8. CONTRACT TIME AND TIME EXTENSIONS

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

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

right which Design-Build Firm may have had to request a time extension. Upon good cause shown, the completion dates shall be extended in an amount equal to the time lost due to such delay. Unforeseen causes beyond the control of Design-Build Firm shall include, but not be limited to, acts or neglect by the City, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Design-Build Firm and shall not constitute good cause for extension in accordance with this section.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from City; except that, Design-Build Firm shall be entitled to recover reasonable costs for overhead and expenses arising from delays caused by acts or neglect of the City in the Construction Phase, provided that (i) such delays are actually attributable to the City, (ii) Design-Build Firm notifies the City in writing within forty-eight (48) hours after commencement of such delay, and (iii) Design-Build Firm provides the City with adequate documentation for such costs. ~~Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.~~

5. The Agreement, as amended by this Amendment, is hereby ratified and confirmed and shall remain in full force and effect and binding upon the City of Louisville and Colorado Designsapes, Inc. in accordance with its terms. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

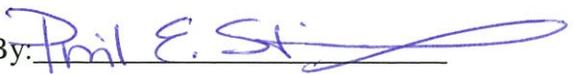
CITY OF LOUISVILLE, COLORADO

Ashely Stolzmann, Mayor

Attest:

Meredyth Muth, City Clerk

COLORADO DESIGNSCAPES, INC.

By: 
President

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

EXHIBIT U
FEE SCHEDULE



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

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

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

+IRRIG DESIGN & PRECONST. REVISED TO \$64,500.00

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	003	HOURLY RATE - DESIGNSCAPES MANAGER	1.00	HR	\$95.00	\$95.00
	004	HOURLY RATE - DESIGNSCAPES PROJECT MANAGER	1.00	HR	\$95.00	\$95.00
	005	HOURLY RATE - DESIGNSCAPES ADMINISTRATOR	1.00	LS	\$70.00	\$70.00
	006	HOURLY RATE - DESIGNSCAPES IRRIGATION TECHNICIAN	1.00	HR	\$85.00	\$85.00
	007	HOURLY RATE - DESIGNSCAPES FOREMAN	1.00	HR	\$75.00	\$75.00
	008	HOURLY RATE - DESIGNSCAPES LABORER	1.00	HR	\$50.00	\$50.00
	009	HOURLY RATE - DESIGNSCAPES ARBORIST	1.00	HR	\$105.00	\$105.00
	010	HOURLY RATE - DESIGN CONCEPTS PRINCIPAL	1.00	LS	\$160.00	\$160.00
	011	HOURLY RATE - DESIGN CONCEPTS SR. PROJECT MANAGER	1.00	HR	\$130.00	\$130.00
	012	HOURLY RATE - DESIGN CONCEPTS PROJECT MANAGER	1.00	HR	\$110.00	\$110.00
	013	HOURLY RATE - DESIGN CONCEPTS DESIGNER / GRAPHICS	1.00	HR	\$100.00	\$100.00
	014	HOURLY RATE - DESIGN CONCEPTS CLERICAL / ADMINISTRATION	1.00	HR	\$70.00	\$70.00
	015	HOURLY RATE - SKID STEER	1.00	HR	\$95.00	\$95.00
	016	HOURLY RATE - TRENCHER	1.00	HR	\$85.00	\$85.00
	017	DAILY RATE - TRAFFIC CONTROL PER MEDIAN	1.00	DAY	\$550.00	\$550.00
	018	DECIDUOUS TREE 2.5"	1.00	EACH	\$725.00	\$725.00
	019	DECIDUOUS TREE 2.0"	1.00	EACH	\$575.00	\$575.00
	020	DECIDUOUS SHRUB #5	1.00	EACH	\$36.00	\$36.00
	021	EVERGREEN SHRUB #5	1.00	EACH	\$55.00	\$55.00
	022	PERENNIAL / GRASS #1	1.00	EACH	\$16.00	\$16.00
	023	DEMO SOIL IN MEDIAN	1.00	CY	\$96.00	\$96.00
	024	ADD TOPSOIL TO MEDIAN	1.00	CY	\$110.00	\$110.00
	025	LANDSCAPE BOULDERS (BROWNSTONE APPROX 2')	1.00	EACH	\$450.00	\$450.00
	026	SLEEVING VIA DIRECTIONAL BORING	1.00	LF	\$75.00	\$75.00



**DESIGN BUILD SERVICES
FOR
MEDIAN LANDSCAPE RENOVATIONS**

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

Project Number: 301313-660103

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

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AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of April in the year 2019 by and between:

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

And

Colorado Designscapes Inc.
(hereinafter called DESIGN-BUILD FIRM)

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

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

SECTION 1. CONTRACT DOCUMENTS.

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

SECTION 2. SCOPE OF WORK.

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

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

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

SECTION 3. CONTRACT AMOUNT.

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

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

SECTION 4. BONDS.

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

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

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

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

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

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

SECTION 6. EXHIBITS INCORPORATED

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

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

Exhibit T: Scope of Work
Exhibit U: Fee Schedule

SECTION 7. NOTICES

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

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

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

Colorado Designscales Inc.
15440 East Freemont Drive
Centennial, CO 80112
Attention: Phil Steinhauer

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

SECTION 8. MODIFICATION

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

SECTION 9. SUCCESSORS AND ASSIGNS

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

SECTION 10. GOVERNING LAW

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

SECTION 11. NO WAIVER

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

SECTION 12. ENTIRE AGREEMENT

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

SECTION 13. SEVERABILITY

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

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

This Agreement will be effective on April 16, 2019.

OWNER:

DESIGN BUILD FIRM:

CITY OF LOUISVILLE, COLORADO

COLORADO DESIGNSCAPES, INC.

By:

Robert P. Muehle
Robert P. Muehle, Mayor

By:

Philip E. Steinhauser
(Name, Title) PHILIP E. STEINHAUSER, PRESIDENT



(CORPORATE SEAL)

Attest:

Meredith Muth
Meredith Muth, City Clerk

Attest:

Secretary WITNESS



EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS

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

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

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

2. INVESTIGATION AND UTILITIES

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

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

3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

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

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

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

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

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

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

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

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

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

4. PAYMENTS WITHHELD

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

5. FINAL PAYMENT

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

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

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

6. SUBMITTALS AND SUBSTITUTIONS

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

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

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

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

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

7. DAILY REPORTS, AS-BUILTS AND MEETINGS

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

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

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

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

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

8. CONTRACT TIME AND TIME EXTENSIONS

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

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

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

9. CHANGES IN THE WORK

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

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

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

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

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

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

10. CLAIMS AND DISPUTES

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

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

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

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

11. OTHER WORK

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

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

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

12. INDEMNIFICATION AND INSURANCE

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

attorney's fees and paralegal fees.

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

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

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

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

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

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

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. CLEANUP AND PROTECTIONS

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

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

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

15. ASSIGNMENT

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

16. LICENSES

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

17. TERMINATION FOR DEFAULT

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

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

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

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

19. COMPLETION

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

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

20. WARRANTY

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

21. TESTS AND INSPECTIONS

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

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

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

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

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

22. DEFECTIVE WORK

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

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

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

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

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

23. SUPERVISION AND SUPERINTENDENTS

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

24. PROTECTION OF WORK

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

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

25. EMERGENCIES

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

26. USE OF PREMISES

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

27. SAFETY

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

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

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

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

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

28. PROJECT MEETINGS

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

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

EXHIBIT B
PERFORMANCE BOND

_____, as Principal, hereinafter called the Contractor,
and

_____, as Surety, with general offices
in

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

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

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

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

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

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

SIGNED AND SEALED this _____ day of _____, 2019.

(Contractor)

(Surety Company)

By: _____
(President)

Address: _____

(Attest)

By: _____
(Attorney-in-fact)

EXHIBIT B

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER:

KNOW ALL MEN BY THESE PRESENCES: that

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

(Firm) _____
(Address) _____

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

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

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

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

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

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

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

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

IN THE PRESENCE OF: PRINCIPAL:

PRINCIPAL

BY: _____

(Title)

(Corporate Seal)

Addresses:

IN THE PRESENCE OF:

OTHER PARTNERS:

By: _____

By: _____

IN THE PRESENCE OF:

SURETY:

By: _____

(Attorney-in fact)

(Surety Seal)

Address:

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

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

EXHIBIT C
NOTICE OF AWARD

DATED: April 16, 2019

TO: Colorado Designscapes, Inc.
15440 East Freemont Drive
Centennial, Colorado 80112

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

Please be advised that on **April 16, 2019**, the City of Louisville, Colorado City Council awarded the MEDIAN LANDSCAPE RENOVATIONS PROJECT to your company in the amount of **\$275,000** per your low unit price bid. In accordance with the Contract Documents, you are required to execute two copies of the Agreement and return both copies with the required bonds and certificates of insurance within **10 days** of the date of this Notice of Award by **April 26, 2019**.

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

CITY OF LOUISVILLE, COLORADO

ACCEPTANCE OF NOTICE

By: 
Allan Gill, PLA

By: _____

Title: PROJECT MANAGER

Title: _____

EXHIBIT D
NOTICE TO PROCEED

DATED: _____

TO: _____

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

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

CITY OF LOUISVILLE, COLORADO

By: _____
Allan Gill, PLA

Title: PROJECT MANAGER

ACKNOWLEDGEMENT

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

EXHIBIT E

CHANGE ORDER NO. _____

DATED: _____, 2019

PROJECT: MEDIAN LANDSCAPE RENOVATIONS PROJECT

PROJECT NUMBER: 301313-660103

OWNER: CITY OF LOUISVILLE, COLORADO

The following changes are hereby made to the Contract Documents:

Description: _____

Purpose: _____

Attachments: _____

ADJUSTMENT TO CONTRACT PRICE:

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

ADJUSTMENT TO CONTRACT TIME:

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

Recommended:

PROJECT MANAGER

Approved:
CITY OF LOUISVILLE, COLORADO
OWNER

Accepted:

CONTRACTOR

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

EXHIBIT F
FIELD ORDER

No. _____

TO: _____

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

DATE ISSUED: _____

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

Attachments:

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

CITY OF LOUISVILLE

ACCEPTED BY CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT G

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

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

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

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

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

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

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

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

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

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

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

EXHIBIT H
WORK CHANGE DIRECTIVE

No. _____

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

DATE ISSUED: _____

EFFECTIVE DATE: _____

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

Description:

Purpose of Work Change Directive:

Attachments (List documents supporting change):

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

Method of determining change in
Contract Price:

Unit Prices
 Lump Sum

 Other _____

Method of determining change in
Contract Times:

Contractor's Records
 PROJECT MANAGER's
Records
 Other _____

Estimated increase (decrease) in Contract Price:

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

Estimated increase (decrease) in Contract Times

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

RECOMMENDED:

PROJECT MANAGER

BY: _____

ACCEPTED:

CONTRACTOR

BY: _____

EXHIBIT J

CONTRACTOR'S PROPOSAL REQUEST
(Not a Change Order)

Date Submitted: _____, 2019

No. _____

TO: _____

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

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

Description of the proposed change:

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

New Substantial Completion Date: _____, 2019

This change will:

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

SUBMITTED BY CONTRACTOR

BY: _____

DATE: _____

DATE: _____

CITY OF LOUISVILLE

Contractor's Proposal Request Accepted

Contractor's Proposal Request Not Accepted

BY: _____

DATE: _____

TITLE: _____

EXHIBIT K

CONTRACTOR'S OVERTIME REQUEST

Date Submitted: _____, 2019

TO: _____

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

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

Requested date of overtime work: _____, 2019

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

Description of proposed overtime work:

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

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

SUBMITTED BY CONTRACTOR

CITY OF LOUISVILLE

BY: _____

____ Contractors Proposal Request Accepted

DATE: _____

____ Contractors Proposal Request Not Accepted

DATE: _____

BY: _____

DATE: _____

TITLE: _____

EXHIBIT L
CLAIM RELEASE

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

Application for Payment Number: _____
Application for Payment Amount: _____
Application for Payment Date: _____

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

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

Description of Property: _____

Owner: City of Louisville, Colorado

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

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

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

SUPPLIER OR SUBCONTRACTOR

CONTRACTOR

By: _____
 President

By: _____
 President

Date: _____

Date: _____

EXHIBIT M
INSURANCE AND SAFETY

TO: _____

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS:

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

Comprehensive General Liability
\$1,000,000 each occurrence
\$2,000,000 general aggregate

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

Workers Compensation

Statutory limits

Employers' Liability Insurance

\$100,000/ each accident

\$500,000/ disease – policy limit

\$100,000/ disease – each employee

Professional Liability (for licensed professional services)

\$1,000,000 each occurrence

\$2,000,000 general aggregate

EXHIBIT N

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: _____

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

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

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

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

CONTRACTOR shall maintain all contractual responsibilities until Final Acceptance.

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

Attachments:

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

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

CITY OF LOUISVILLE, COLORADO

ACCEPTED BY CONTRACTOR

BY: Allan Gill _____

BY: _____

TITLE: Parks Projects Manager _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT O
FINAL INSPECTION REPORT

DATE: _____, 20____

TO: _____

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

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

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

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT P

CERTIFICATE OF FINAL COMPLETION

DATE: _____, 20__

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

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

(specify) _____

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

DATE OF FINAL COMPLETION

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

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT Q

GUARANTEE PERIOD INSPECTION REPORT

DATE: _____, 20__

TO: _____

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

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

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

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

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

_____, 20__

CITY OF LOUISVILLE, COLORADO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT R
CONTRACT DEFINITIONS

DATE: _____, 20____

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

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

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

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

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

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

EXHIBIT S

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

By _____

Title: _____

Date

EXHIBIT T

SCOPE OF WORK

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

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

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

ANTICIPATED PROJECT SCHEDULE:

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

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

EXHIBIT U
FEE SCHEDULE



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

To: City Of Louisville	Contact: Alan Gill
Address: 717 Main Street Louisville, CO 80027	Phones: 303.315.4736 Fax: 303.315.4738
Project Name: Design Build Services For Median Landscape Renovations	Bid Number:
Project Location:	Bid Date: 3/7/2019

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

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	003	HOURLY RATE - DESIGNSCAPES MANAGER	1.00	HR	\$95.00	\$95.00
	004	HOURLY RATE - DESIGNSCAPES PROJECT MANAGER	1.00	HR	\$95.00	\$95.00
	005	HOURLY RATE - DESIGNSCAPES ADMINISTRATOR	1.00	LS	\$70.00	\$70.00
	006	HOURLY RATE - DESIGNSCAPES IRRIGATION TECHNICIAN	1.00	HR	\$85.00	\$85.00
	007	HOURLY RATE - DESIGNSCAPES FOREMAN	1.00	HR	\$75.00	\$75.00
	008	HOURLY RATE - DESIGNSCAPES LABORER	1.00	HR	\$50.00	\$50.00
	009	HOURLY RATE - DESIGNSCAPES ARBORIST	1.00	HR	\$105.00	\$105.00
	010	HOURLY RATE - DESIGN CONCEPTS PRINCIPAL	1.00	LS	\$180.00	\$180.00
	011	HOURLY RATE - DESIGN CONCEPTS GR. PROJECT MANAGER	1.00	HR	\$130.00	\$130.00
	012	HOURLY RATE - DESIGN CONCEPTS PROJECT MANAGER	1.00	HR	\$110.00	\$110.00
	013	HOURLY RATE - DESIGN CONCEPTS DESIGNER / GRAPHICS	1.00	HR	\$70.00	\$70.00
	014	HOURLY RATE - DESIGN CONCEPTS CLERICAL / ADMINISTRATION	1.00	HR	\$95.00	\$95.00
	015	HOURLY RATE - SKID STEER	1.00	HR	\$85.00	\$85.00
	016	HOURLY RATE - TRENCHER	1.00	DAY	\$550.00	\$550.00
	017	DAILY RATE - TRAFFIC CONTROL PER MEDIAN	1.00	EACH	\$725.00	\$725.00
	018	DECIDUOUS TREE 2.5"	1.00	EACH	\$75.00	\$75.00
	019	DECIDUOUS TREE 2.0"	1.00	EACH	\$36.00	\$36.00
	020	DECIDUOUS SHRUB #5	1.00	EACH	\$53.00	\$53.00
	021	EVERGREEN SHRUB #5	1.00	EACH	\$16.00	\$16.00
	022	PERENNIAL / GRASS #1	1.00	CY	\$98.00	\$98.00
	023	ADD TOPSOIL TO MEDIAN	1.00	CY	\$110.00	\$110.00
	024	LANDSCAPE BOULDERS (BROWNSTONE APPROX 2')	1.00	EACH	\$490.00	\$490.00
	025	SLEEVING VIA DIRECTIONAL BORING	1.00	LF	\$75.00	\$75.00

Design Concepts

Louisville Design-Build Median Renovations

Task	Principal Hours	Senior Project Manager Hours	Designer/Graphic Designer Hours	Fee
Phase 1: April 15 - October 18, 2019				
Median Pre-design	6	12	21	\$4,310
South Boulder Road, Summit View Drive, and Highway 42	10	29	49	\$10,2120
Via Appin Way	10	33	57	\$11,400
Dillon Road	11	29	49	\$10,280
Meetings and Outreach for All Medians	7	10	0	\$2,420
Phase 1 Total Design	43	113	176	\$38,570
Phase 2: January 1 - July 31, 2020				
Median Pre-design	5	12	21	\$4,310
Cherry Street	13	32	57	\$11,785
McCaslin Boulevard	16	38	68	\$14,840
Meetings and Outreach for All Medians	10	12	4	\$3,580
Phase 2 Total Design	44	94	151	\$33,905
Reimbursable Expenses				
Mileage + Printing				\$200
			TOTAL FEES	\$72,735



SUBJECT: APPROVAL OF CITY OF LOUISVILLE ORGANIZATIONAL ASSESSMENTS REQUEST FOR PROPOSALS

DATE: JANUARY 21, 2020

**PRESENTED BY: HEATHER BALSER, CITY MANAGER
MEGAN DAVIS, DEPUTY CITY MANAGER
KATHLEEN HIX, HUMAN RESOURCES DIRECTOR**

SUMMARY:

The City plans to release an RFP to complete organizational assessments in each of the City departments over the next two years. Staff is requesting approval from City Council on the organizational assessment process and the RFP before it is posted later this month.

BACKGROUND:

The organizational assessments are a part of a suite of internally focused programs in the City which help support continuous improvement, excellence and accountability. Others include the strategic plan, regular employee surveys, the newly developed Learning and Development program, and Key Performance Indicators (KPIs).

In 2018, the City Council completed a 12-18 month goal-setting exercise for the incoming City Manager (attachment 1). Over the past two years these goals have been incorporated into the City Manger's work plan, with many accomplished and ongoing. Goal number four proposed the completion of organizational assessments within the City.

4. Assess the City's current staffing and organizational structure in conjunction with the programmatic budget and department indicators. Create a succession plan. Provide a briefing to the Mayor and Council on this assessment and other ideas on service delivery, staffing, and how best to ensure continued high-quality services.

The City completed a strategic plan in 2019 to outline how the organization can best serve its residents now and into the future. The strategic plan set out our organizational vision, mission and values to help align the organizational culture with the work that we do. For the past year employees have attended trainings and special events and participated in programs centered on our values, consistently demonstrating a commitment to the organizational values. The organization has made significant progress in solidifying this strong foundation, and is now prepared to continue the work of reviewing how our organization functions and how to continually improve our operations.

In addition, the City has experienced transformational change over the past two years, including the hiring of two new department directors in Parks, Recreation, Open Space and Golf and Library and Museum Services. With the opening of the expanded

Recreation and Senior Center, the department experienced an overall increase in the total number of employees, adding 4 new full time and 176 new part time staff, as well as numerous new programs and services.

The organizational assessments will complement these other efforts and provide guidance around how the organization can adapt to these significant changes. This type of organizational review is an investment in the organization. A periodic review of an organization is critical in supporting productive and effective operations, and in keeping the organization on track to provide high-quality services now and into the future. The City of Louisville has never completed an organizational review of this nature.

The process for developing the organizational assessment goals and RFP began with an internal team in late 2019. City staff talked with professional consultants who do this type of assessment, and reviewed RFPs and reports from other communities who have completed similar processes. The team considered any recent changes in specific departments and efforts currently underway (KPI refinement, budget, etc.). Management team discussed the goals and process, and how to rollout the reviews in each department. The RFP was drafted with extensive input from each department director.

The purpose of these assessments is to gain insight into how the departmental operating models support organizational effectiveness and desired (or established) service levels. Some of the key goals of the assessments are to:

- Understand how the City departments are organized and how they operate to best meet current and future needs.
- Assess alignment of the core functions of each department and the functions of each position within.
- Suggest ways to optimize resources to build greater efficiency and effectiveness within each department and the organization as a whole.
- Assess if and how the organizational structure supports our ability to execute on our guiding organizational principles – including our vision, mission and values, and advance our key performance indicators (KPIs).
- Build resiliency within the organization.

The initial RFP is for three departments: Parks, Recreation, Open Space and Golf, Library and Museum Services, and Finance. The City plans to conduct all departmental assessments using a phased approach over a two year period, with the recommended sequencing as follows:

- Parks, Recreation and Open Space Department, Finance Department and Library & Museum Services Department
- Police Department and Planning and Building Department

- Public Works Department and City Manager’s Office (which includes the HR Department, IT Department, and the City Clerk’s Office and Courts functions as well as Economic Development)

Staff is requesting City Council approval of the process and RFP.

FISCAL IMPACT:

Based on conversations with other communities and consultants who have completed this type of work, staff estimates that the organizational assessments may cost up to \$100,000 per phase. The project is not currently budgeted for, and a separate request for a budget adjustment would be brought forward once formal estimates are received from the RFP responses.

PROGRAM/SUB-PROGRAM IMPACT:

The project will impact all departments within the organization, and therefore impact all program areas. Specifically, since the goal of the assessments is to build greater efficiency and effectiveness within each department and the organization as a whole, the project will support the Administration and Support Services goal of ensuring inclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration and support.

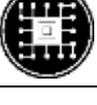
RECOMMENDATION:

Staff recommends Council approve the organizational assessment process and RFP.

ATTACHMENT(S):

1. City Council 12 –18 Month Goals for City Manager
2. Request for Proposals for Organizational Assessments

STRATEGIC PLAN IMPACT:

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



City of Louisville 12-18-month Goals for City Manager

1. Build relationships with the Mayor and City Council; meet individually with the Mayor and each Councilmember during the first month and establish regular ongoing communication. Establish relationships with department heads and key staff; schedule department head meetings and one-on-one meetings as appropriate. Visit each City worksite to meet with staff at all levels to learn about City operations.
2. Be visible and accessible in the community; build relationships with key Louisville stakeholders including the Citizen Action Committee, Downtown Business Association, Chamber of Commerce, and other civic groups; set up or attend meetings as appropriate. Attend City events and develop a plan to reach out to neighborhoods and businesses throughout the year.
3. Foster strong relationships with the community and intergovernmental/regional partners including Boulder County and state and federal representatives of Louisville. Meet regularly with Boulder County officials and Boulder, Lafayette, and Superior city managers to identify areas of collaboration and cooperation and discuss issues of mutual concern.
4. Assess the City's current staffing and organizational structure in conjunction with the programmatic budget and department indicators. Create a succession plan. Provide a briefing to the Mayor and Council on this assessment and other ideas on service delivery, staffing, and how best to ensure continued high-quality services.
5. Work with the Mayor and Council and staff to articulate a mission and vision for the City and create a multi-year strategic plan that reflects the Council's goals. Align budget priorities and organizational and department goals to the adopted plan.
6. Oversee department directors who are implementing key capital projects, including the expansion of the City's Recreation Center and key road repair projects; ensure project timelines and budgets are met and communicate changes or deviations to the Council.
7. Work with department directors and the Human Resources Department on succession planning. Work with the Police Chief and Human Resources Director to decrease the turnover rate within the Police Department.
8. Educate council and residents on economic development options that are sustainable. Work with the Finance department to diversify and sustain funding streams. Work to redevelop the Sam's Club property and bring back additional sales tax funds to the City.
9. Work with other regional players on affordable housing strategy and other regional issues.
10. Proceed to implement the City Council Goals, as adopted.

REQUEST FOR PROPOSALS FOR ORGANIZATIONAL ASSESSMENTS FOR THE CITY OF LOUISVILLE

The City of Louisville (“City”) is accepting proposals from qualified contractors (“contractor”) to review, assess and make recommendations regarding the City’s organizational structure and operational functions to help us improve efficiency and effectiveness to ensure Louisville’s long-term success. During 2020 and 2021, the selected contractor will evaluate departmental operating models and report on structural and environmental challenges as well as opportunities to improve City operations.

Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- A pdf document delivered via email to mdavis@louisvilleco.gov. The City of Louisville will receive proposals in response to this RFP until 4:00 PM Mountain Time, “our clock” on February 21, 2020. Proposals received after that time will not be reviewed.
- Interviews of applicants selected by City on March 4, 2020.
- Anticipate final selection approximately March 10, 2020.
- Contract signed by City Council approximately March 17, 2020, with project commencing immediately after approval.

REQUEST FOR PROPOSALS FOR CITY OF LOUISVILLE ORGANIZATIONAL ASSESSMENTS

Section 1. Summary of Request

Purpose – The City of Louisville is seeking proposals from qualified consultants to review, assess and make recommendations regarding the City’s organizational structure and operational functions to help us improve efficiency and effectiveness to ensure Louisville’s long-term success. During 2020 and 2021, the selected contractor will evaluate departmental operating models and report on structural and environmental challenges as well as opportunities to improve City operations.

Project Description – The City seeks to conduct organizational assessments within each of its departments over the course of the next two years. The purpose of these assessments is to gain insight into how the departmental operating models support organizational effectiveness and desired (or established) service levels. The organizational assessments will help the City evolve to better advance our mission, vision and values by determining how our current organizational structure and operations support these key guiding principles. The City also seeks to ensure the organizational structures within City departments are sustainably aligned with existing service levels as well as consider future community and organizational needs.

Some of the key goals of the assessments are to:

- Understand how the City departments are organized and how they operate to best meet current and future needs.
- Assess alignment of the core functions of each department and the functions of each position within.
- Suggest ways to optimize resources to build greater efficiency and effectiveness within each department and the organization as a whole.
- Assess if and how the organizational structure supports our ability to execute on our guiding organizational principles – including our vision, mission and values, and advance our key performance indicators (KPIs).
- Build resiliency within the organization.

Questions regarding the proposal can be directed to:

Megan Davis City of Louisville 749 Main Street Louisville CO 80027	303.335.4539 mdavis@LouisvilleCO.gov
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Section 2. Scope of Work

Through this review, the City would like to understand the extent to which its departmental operations are positioned to meet current and future needs of the organization and community. This will require an objective assessment of the organizational capabilities, structure and culture, and the opportunities and challenges

facing each department and the organization. The project will assess the environment across the department related to people, policies, processes and technology.

Ultimately, the City plans to conduct all departmental assessments using a phased approach over a two year period, grouped as follows:

- Parks, Recreation and Open Space Department, Finance Department and Library & Museum Services Department
- Police Department and Planning and Building Department
- Public Works Department and City Manager's Office (which includes the HR Department, IT Department, and the City Clerk's Office and Courts functions)

Within the three phases outlined, the contractor should consider whether the assessments are performed simultaneously or sequentially. The City will seek input from the selected consultant about potential modifications to approach and schedule.

This request is for proposals to complete initial assessments within three departments, with the opportunity to extend the contract to complete assessments in other departments listed above. We anticipate the initial assessments will occur in the following departments, and Attachment A provides a complete description of City Departments:

Parks, Recreation and Open Space has approximately 332 employees, including 53 full time employees and approximately 279 part time. There are 59 total positions in this department. The department director reports directly to the City Manager.

Finance has 10 staff in 10 positions. The department director reports directly to the City Manager.

Library and Museum Services has 37 employees, including 16 full time employees and 21 part time. There are 15 total positions in this department. The department director reports directly to the City Manager.

The consultant should review existing data from the City, including but not limited to job descriptions, employee satisfaction surveys, strategic plans, annual reports, budget history/reports, KPIs, and program/subprogram area goals. In addition, the consultant should propose strategies to gather feedback, perceptions and viewpoints of staff and stakeholders in each department.

The City anticipates the independent review will include the following:

1. Assess and evaluate the organizational structure and functions of three City departments, with a focus on the goals and deliverables outlined herein.

- Understand the current structure of the department and the operational functions and processes within the department.
- Assess the strengths and challenges within each department.

- Engage employees within the department and provide an opportunity for feedback throughout the assessment process.
- Consider best practices of other municipalities and like organizations (similar in size, regulatory structure, service types, etc.), within the context of our organization.

2. Identify the current and future needs of the department and what gaps exist in meeting those needs.

- Identify organizational approaches and changes for effective provision of services within each department.
- Determine elements of the desired organizational structure or model that the department(s) can or cannot currently provide (the gaps), and barriers to addressing those gaps.
- Identify steps and resources necessary to move from our current state to future state.
- Identify risks and dependencies with other departments.

3. Provide recommendations and an implementation action plan.

- Identify and recommend best practices, organizational needs and possible changes to department structures and/or operations.
- Outline how recommended implementation relates to the vision, mission and values and existing performance measures for the departments.
- Recommend an optimal organizational model based on available budget.

At the conclusion of the assessment, the consultant should provide the following deliverables in a report and presentation format:

- Recommended improvements to the organizational structure, and the roles and functions within each department. This should be provided in the context of the City's budget and existing resources.
- Observations and recommendations regarding the overall organization, including high-level recommendations around governance, policies, administration, services, talent management, use/capabilities of technology, and culture of the departments.
- Recommendations around what changes are required to meet future needs within the organization.
- Recommendations for how the departments may optimize their resources to operate for greater efficiency and effectiveness.
- A set of action-oriented recommendations that are informed by best practices of other municipalities.
- Provide presentation of recommendations and final report to management.

The proposal should include a detailed process outline for each departmental assessment, including the expected timeline. The consultant should also provide proposed time commitments for staff participation that align with recommended engagement. The initial contract will be for assessments within the first three

departments, with the opportunity to extend the contract for assessments with each of the other departments.

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Louisville:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
 - Such other factors as the City determines are relevant to consideration of the best interests of the City.

Section 4. Required Submittals

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.

- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal.

Proposer Interview / Product Demonstration

After receipt of all proposals, respondents may be required to make an oral presentation or be interviewed at the City Hall in Louisville, Colorado, to clarify their response or to further define their proposal. Oral presentations, if requested, shall be at the proposer's expense.

Award

Once the proposals are opened, a committee selected by the City will evaluate each proposal, taking into consideration the criteria and methodology stipulated in this RFP. The City will be the sole judge in evaluation considerations and may make an award to the proposer(s) who submits the proposal judged by the City to be in its best interest. A recommendation as to which system best meets the interests of the City (as determined by the evaluation committee) will be presented to the City Council. The award will only be to responsible proposer(s) qualified by experience to perform the services specified herein. All proposals submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the proposal opening.

Thank you, we look forward to reviewing your proposal.

ATTACHMENT 1 – Department Descriptions

LIBRARY AND MUSEUM SERVICES

The Department of Library and Museum Services is made up of 37 employees. The Director of Library and Museum Services oversees the department and acts as liaison to The Library Board of Trustees, The Louisville Public Library Foundation, The Historical Commission and the Louisville History Foundation. The Director of the Library and Museum Services reports to the City Manager.

The Library, which serves the communities of Louisville and Superior, circulates about 500,000 items per year and serves an average of over 600 patrons every day. Compared to municipal libraries its size in the metro area, circulation per capita, program attendance and visits per capita are higher than the average. It is a well-loved amenity.

The Louisville Historical Museum tells the story of the Louisville area to nearly 4,300 tourists, residents, and students annually. It consists of three historic buildings accessible to the public, a small summer kitchen and an outhouse. In addition to interpreting the history of Louisville with museum campus tours, staff host lectures, walking tours and large community events to bring Louisville's history to life.

FINANCE DEPARTMENT

Finance has 10 positions filled by 10 full-time employees. The department director acts as the liaison to the Finance Committee (a City Council sub-committee) and reports directly to the City Manager.

The Department is responsible for:

- Accounting and reporting for all the financial transactions.
- Publication of the Comprehensive Annual Financial Reports.
- Designing and maintaining the internal control structure.
- Developing the City's adopted Financial Policies.
- Managing the City's cash and investments and ensuring compliance with the Investment Policy.
- All debt administration, including coordination of new issuances and post-issuance compliance.
- Coordinating the development of the biennial budget, the Capital Improvements Plan, and the Long-Term Financial Plan, including the publication of the Biennial Operating & Capital Budget document.
- The disbursement of City funds, including employee payroll (with HR), vendor disbursements, investment purchases, and debt service payments.
- Billing for enterprise services, including water, wastewater, storm water, and solid water and recycling.
- The collection, reporting, and auditing of sales and use tax.

PARKS, RECREATION AND OPEN SPACE

The Parks, Recreation and Open Space department is the city's largest department, and includes 53 full time employees and 279 part-time employees, consisting of fitness instructors, lifeguards, sports coaches, child care providers, operations and

maintenance staff, and other employees. There are 59 positions within the department. The Director of this department reports directly to the City Manager.

The Department of Parks, Recreation and Open Space oversees all City-owned Open Space, Parks and ball fields, as well as managing and maintaining all landscaping (city-owned medians) and mowing operations. The City owns and operates the Coal Creek Golf Course within this department, and also the Louisville Recreation Center including all Recreation and Senior Services. In addition, the department maintains the City cemetery, the Sports Complex, Harper Lake, the Arboretum, and all City bike paths.

CITY MANAGER'S OFFICE

The City Manager is the chief administrative officer of the City and is appointed by the City Council. The City Manager is responsible for the administration of all City offices and departments. The office oversees the city's administrative services including Human Resources, Information Technology, the City Clerk and Courts and also City Manager support staff. In addition to administrative services, the City Manager's Office supports the organization's communication and public information services, sustainability, special events and arts. The CMO has 7 staff.

The **Economic Vitality** department is a one-person department which sits in the City Manager's office. The Economic Vitality Director reports directly to the City Manager and has no reporting staff.

The **Human Resources Division** oversees the hiring of all employees of the City. In addition, it administers personnel policies and procedures, employee benefits, payroll (with Finance), and employee health and wellness programs. HR also manages the City's learning and development program, supporting training and development of City employees. HR has 6 staff.

The **Clerk and Courts Division** administers all the City's record-keeping, permitting and licensing programs. The Municipal Court oversees all aspects of the Louisville judicial process. The Clerk and Courts division has 6 staff.

The **Information Technology Division** oversees the operation and implementation of the City's technology systems. IT has 5 full time staff and 1 full time term-limited staff member.

POLICE DEPARTMENT

The Louisville Police Department provides community safety and response throughout the City. Uniformed police officers respond to calls and requests for citizen assistance, and enforce traffic law, some code enforcement, and crime prevention. Detectives conduct investigations around death, assaults, child abuse, sexual assaults, robberies, burglaries, theft, fraud and other crimes. Dispatch is handled through the Boulder Regional communications center and not by the City PD. Louisville also has a school resources officer that works with BVSD.

The Police Department has 45 staff and 12 positions.

PUBLIC WORKS

The Department of Public Works manages all street reconstruction and maintenance, snowplowing, water meter repair, and fleet maintenance. In addition, Public Works maintains sidewalks, street signs, water and sewer lines, and storm facilities. Public Works has staff divisions handling engineering, operations, water and wastewater treatment plants, storm water management, and manages the contract for curbside refuse, recycling and composting services.

The Public Works Department has 45 full time staff, 0 part-time staff and 18 positions.

PLANNING AND BUILDING SAFETY

The Planning Department administers land use regulations in the City including zoning, development review, historic preservation, and long-range planning. They also serve as the first contact for developers and landowners who are considering new development or changes to existing development. In addition, the Department handles updates to, and the implementation of, the City's Comprehensive Plan and other long-term planning documents.

There are 12 staff in the Planning and Building Safety Department.

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

The undersigned hereby certifies as follows:

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

Proposer:

By _____

Title: _____

Date

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST

RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

Signature

**SUBJECT: APPROVAL OF EXECUTION OF AGREEMENT WITH HILLTOP
SECURITIES FOR FINANCIAL ADVISOR SERVICES**

DATE: JANUARY 21, 2020

PRESENTED BY: KEVIN WATSON, FINANCE

SUMMARY:

On August 19, 2014, the City Council approved the execution of an agreement with First Southwest Securities for financial advisor services. First Southwest's representative assigned to the City was Jim Manire, who had been the City's Financial Advisor for many years. Up to that point, Mr. Manire provided services to the City using simple agreements, which were often specific to single engagements/transactions. However, due to the 2010 Dodd Frank Act and the 2014 Securities and Exchange Commission's "Municipal Advisor Rule", both the City and First Southwest sought to have a broader agreement in place.

The 2014 agreement between the City and First Southwest expired on December 31, 2018. The City did not execute an extension to this agreement for 2019, since there were no applicable transactions expected in 2019.

Since the 2014 agreement, First Southwest Securities was acquired by Hilltop Securities. Mr. Manire is now a representative of Hilltop Securities and will continue to be assigned to the City of Louisville. As previously stated, Mr. Manire has been the City's Financial Advisor for many years and has been involved with all of the City's recent debt issues and is very knowledgeable of the City's finances and financial structure. Mr. Manire has always operated exclusively as a financial advisor (not as an underwriter). The proposed agreement is non-exclusive and subject to termination by the City. It defines Hilltop Securities' relationship with the City as advisory-only and it will not limit the City's use of underwriters or lenders in the future.

FISCAL IMPACT:

The costs for services are outlined in Appendix A of the proposed agreement. There are no recurring costs associated with this agreement – the City will only incur costs if Hilltop Securities is asked to perform the services outlined in the agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the execution of the agreement with Hilltop Securities for financial advisor services.

ATTACHMENT(S):

1. Proposed agreement with Hilltop Securities for financial advisor services.

SUBJECT: AGREEMENT WITH HILLTOP SECURITIES

DATE: JANUARY 21, 2020

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

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



Jim Manire

Director
Public Finance

January 10, 2020

Mr. Kevin Watson, Finance Director
City of Louisville
749 Main Street
Louisville, CO 80027

Dear Mr. Watson:

On behalf of Hilltop Securities Inc. (“Hilltop Securities”), we appreciate the opportunity to serve as Municipal Advisor to the City of Louisville (the “Issuer” or the “City”). This letter will confirm the basic terms of our engagement and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

Hilltop Securities will serve as Municipal Advisor to the Issuer. In this capacity, based on our professional experience and the information made available to us by the Issuer, Hilltop Securities agrees to perform the following services:

Financial Planning. At the direction of Issuer, Hilltop Securities shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any evidences of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Issuer (collectively the “Debt Instruments”) contemplated. This survey will include an analysis of any existing Debt Instruments as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service.
2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consultants, if any, employed by the Issuer.
3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information provided by the Issuer or publicly available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations, including but not limited to the market conditions at the time of sale.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, including economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

Debt Management and Financial Implementation. At the direction of Issuer, HilltopSecurities shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:
 - a) If the Debt Instruments are to be sold by an advertised competitive sale, HilltopSecurities will:
 - 1) Supervise the sale of the Debt Instruments;
 - 2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
 - 3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - 4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
 2. If the Debt Instruments are to be sold by negotiated sale, Hilltop Securities will:
 - a) Assist the Issuer in selecting one or more investment banking firms to act as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
 - 1) Hilltop Securities will coordinate the sale of the Debt Instruments to the selected managing underwriter, and will assist the Issuer in the review and preparation of a bond purchase contract, an underwriter's agreement, or other comparable documents.
 - 2) Provide a cost comparison for transaction costs and for the interest rates which are suggested by the underwriters, to the then current market.
 - 3) Advise the Issuer as to the fairness of the price offered by the underwriters.
3. Offering Documents. Coordinate with Bond and Disclosure Counsel to prepare any Official Statement or Offering Memorandum, the preparation of the notice of sale and bidding instructions, if necessary, and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, Hilltop Securities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to all parties as needed per the method of sale.
4. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the

preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, Hilltop Securities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

5. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
6. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
7. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when Hilltop Securities may be of assistance or service and the subject of financing is to be discussed.
9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which Hilltop Securities becomes aware in the ordinary course of its business, it being understood that Hilltop Securities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
14. Elections. In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant the language below, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Termination Date"). Unless Hilltop Securities or the Issuer

shall notify the other party in writing at least thirty (30) days in advance of the Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Termination Date for successive one (1) year periods unless Hilltop Securities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

This Agreement may be terminated with or without cause by the Issuer or Hilltop Securities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due Hilltop Securities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

In consideration of providing the requested services, Hilltop Securities shall receive fees as outline in Appendix A. In any event regardless of the cause of action, Hilltop Securities' total liability (including loss and expense) to the Issuer in the aggregate shall not exceed the gross amount of fees received by Hilltop Securities pursuant to this letter agreement. The limitations of liability set forth in this letter agreement are fundamental elements of the basis of the bargain between Hilltop Securities and the Issuer, and the pricing of the services set forth above reflect such limitations. This letter agreement shall be constrained and given effect on accord with the laws of the State of Colorado.

Hilltop Securities is providing its Municipal Advisor Disclosure Statement (the "Disclosure Statement"), current as of the date of this Agreement, setting forth disclosures by Hilltop Securities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how Hilltop Securities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by Hilltop Securities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning two copies to me.

Sincerely,

Jim Manire
Director

City of Louisville, Colorado
Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX A COMPENSATION

This Appendix A sets out the form and basis of compensation to Hilltop Securities for the Municipal Advisory Services provided under this Agreement; provided that the compensation arrangements set forth in this Appendix A shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services.

Transaction Fee

All fees for transactions are payable on a contingent basis – the Issuer will only pay Hilltop Securities upon a successful issuance and closing of such financing and is payable out of proceeds from such issuance. The benchmark fee for a fixed-rate General Obligation or Enterprise Revenue issue is \$1.00 per \$1,000 of proceeds, with a minimum fee of \$29,500 and a maximum fee of \$59,500. A final Transaction Fee will be agreed to in writing or by e-mail during the period corresponding to the marketing of each transaction. Transaction Fees may be reduced by the amount of any Retainer Fees received by the Municipal Advisor, if any, during the six months prior to the closing of any transaction. For certain development-oriented transactions, variable rate transactions, leases (including certificates of participation) or any transaction which involves additional complexity or has required an extended or unexpected time commitment, the requested Transaction Fee may be higher. For certain transactions in which the Municipal Advisor provides less than the full Scope of Services (such as for loans available from an agency of the State of Colorado), the requested Transaction Fee may be less.

Other Compensation

In the event that we are asked to provide analytical, capital planning, or consulting services which are not directly related to an active transaction, if authorized by the Issuer, we would invoice on an hourly basis according to the schedule provided below. We understand that we are not entitled to any compensation whatsoever which has not been discussed and approved in advance by the Issuer.

	Hourly Rate:
Directors	\$350
Vice Presidents	\$250
Assistant Vice Presidents	\$150
Associate/Analyst	\$100

Expenses

If approved in advance by the Issuer, Hilltop Securities would request reimbursement of out of pocket travel expenses related to work with the Issuer. The payment of reimbursable expenses that Hilltop Securities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by Hilltop Securities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Hilltop Securities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, **accountant fees for verifications and related activities in connection with refunding's**, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, **underwriter and underwriter's counsel fees and** expenses, and other miscellaneous expenses incurred by Hilltop Securities in the furtherance of any matter for which it serves as municipal advisor.

**SUBJECT: REVITALIZATION COMMISSION FOURTH QUARTER 2019
REPORT**

DATE: JANUARY 21, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

Staff prepared this report to summarize the LRC's meetings and significant activities for the 4th Quarter of 2019. The LRC met three times, including October 14, November 18, and December 9.

DISCUSSION:

In October, the LRC held a public hearing on the 2020 LRC Budget. This item was subsequently approved by the Council at its October 15 meeting. EPS conducted a third party review of the Terraces on Main Project; representatives from EPS provided an overview of the request for TIF by Boulder Creek Neighborhoods. LRC members evaluated the EPS recommended of a need for TIF and also spoke to Boulder Creek Neighborhoods (BCN). Ultimately, the approved a motion to support the application for TIF at 90% for 10 years, with no retail requirement. Lastly, staff and the Commission discussed updates to the LRC Bylaws.

In November, the LRC approved adoption of its annual budget for fiscal year 2020 by Resolution No. 19-02. Next, LRC approved Resolution No. 19-03 for the property tax rebate agreement with 712 Main Street LLC and 722 Main Street LLC (Terraces on Main project). The rebate projections were adjusted down slightly due to the base valuation, to \$848,000. Based on October discussions, LRC adopted its Bylaws amendments—including setting of meeting schedule, processing of expense payments, and role of the City Manager as Director of the Commission.

Finally, in December, Staff made a presentation regarding Highway 42 and Short Street improvements, answering questions about the areas within the Urban Renewal Area and potential implementation priorities from the Transportation Master Plan (TMP). The LRC also had a dialogue on potential components of its 2020 Work Plan. Staff will provide a draft format that includes ideas discussed, such as:

- Village Square Shopping Center and public improvements along South Boulder Road;
- Revisiting the original plan for Highway 42;
- Potential use of funds for downtown;
- Collaboration opportunities between LRC, BRaD, Chamber, and the DBA;
- Small parking lot projects; and
- Business specific TIFs.

The LRC also started preliminary discussions about its joint meeting with the City Council, to be scheduled in 2020.

Agenda packets for the LRC’s 2019 meetings are available at:
<https://www.louisvilleco.gov/government/boards-commissions/revitalization-commission>.

FISCAL IMPACT:

None.

PROGRAM/SUB-PROGRAM IMPACT:

The LRC’s work facilitates investment in the City’s approved Urban Renewal Areas.

RECOMMENDATION:

This report is for informational purposes.

ATTACHMENTS:

- 1. October 2019 LRC Meeting Minutes
- 2. November 2019 LRC Meeting Minutes
- 3. December 2019 LRC Meeting Minutes

STRATEGIC PLAN IMPACT:

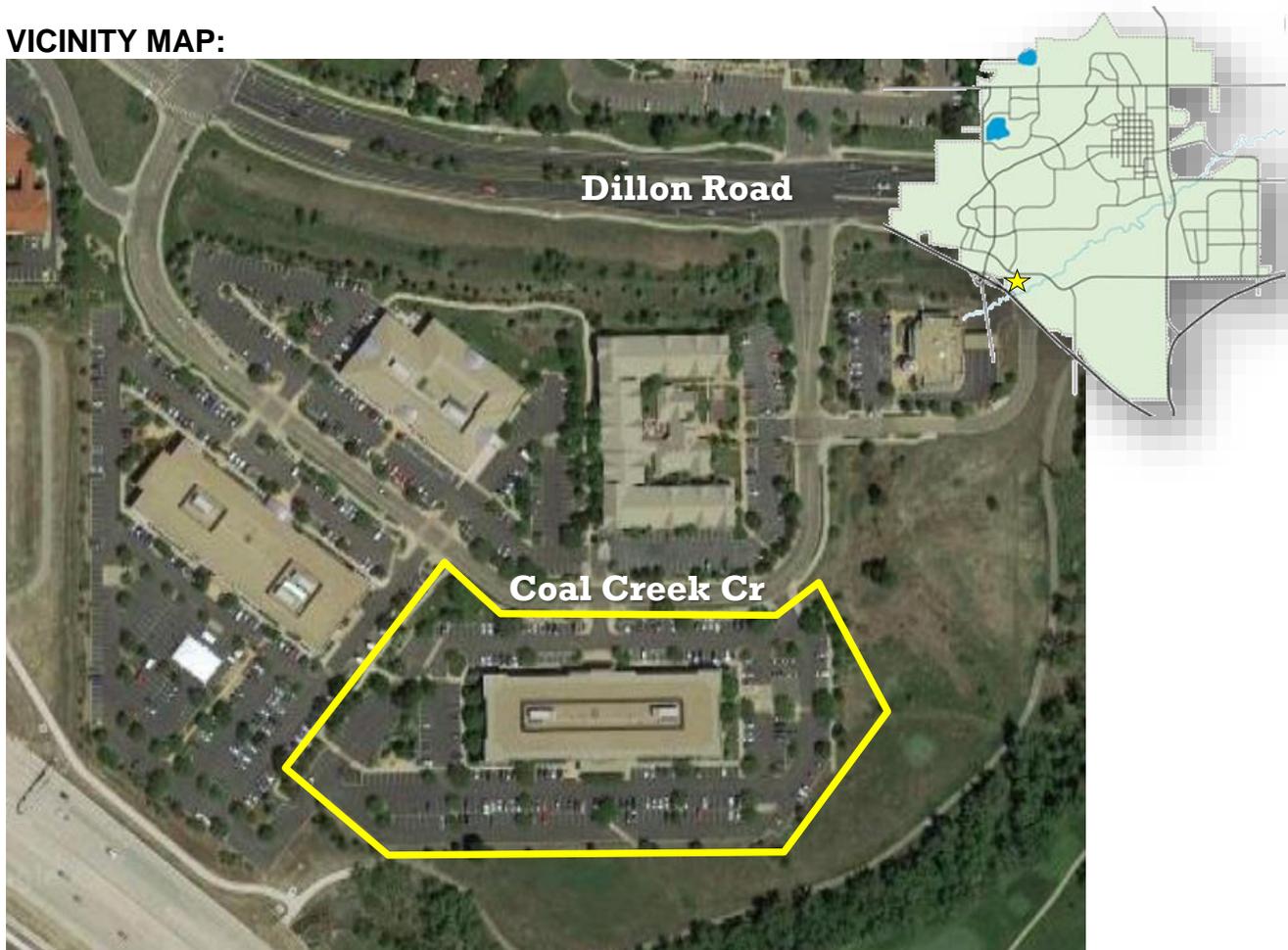
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<input checked="" type="checkbox"/>	 Vibrant Economic Climate	<input type="checkbox"/>	 Quality Programs & Amenities
<input type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

SUBJECT: RESOLUTION 6, SERIES 2020 – A RESOLUTION APPROVING A THREE-YEAR EXTENSION OF THE APPROVAL OF COAL CREEK CORPORATE CENTER 1 PUD AMENDMENT A LOCATED AT 826 COAL CREEK CIRCLE; LOT 2, COAL CREEK BUSINESS PARK SUBDIVISION *continued from 1/7/20*

DATE: JANUARY 21, 2020

PRESENTED BY: LISA RITCHIE, AICP, SENIOR PLANNER

VICINITY MAP:



SUMMARY:

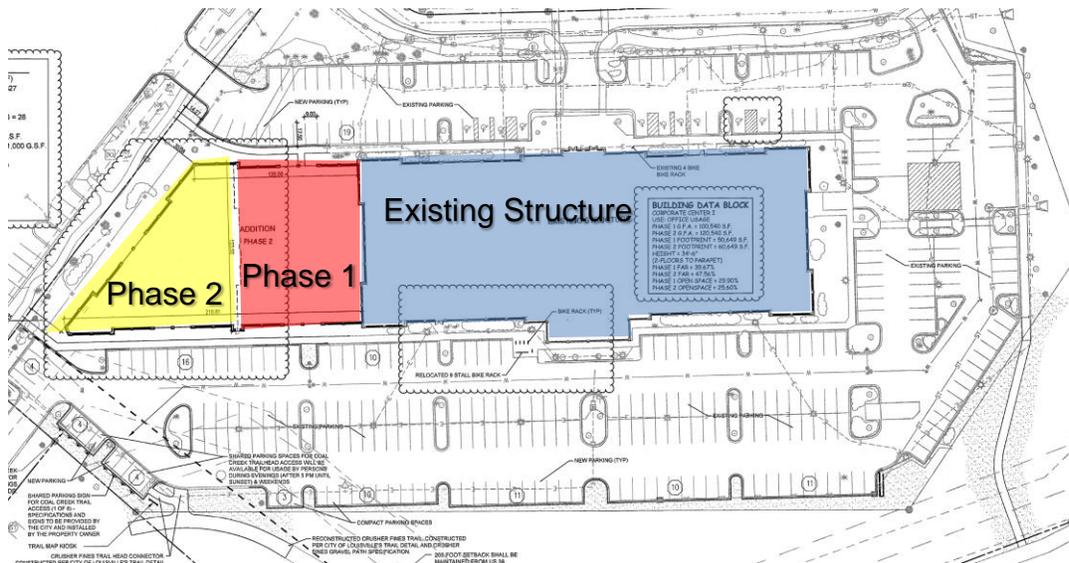
The applicant requests approval of a three-year extension to the Coal Creek Corporate Center 1 Planned Unit Development (PUD) Amendment A. Due to circumstances stemming from the tenant's expansion timelines, the finalization of construction documents and building permit applications were delayed. Louisville Municipal Code (LMC) Section 17.28.200 states that the City may not issue building permits for work covered by a PUD more than 36 months following City Council approval of the PUD

unless the City Council grants an extension. The City approved the original PUD on February 21, 2017. The applicants request a three-year extension to February 21, 2023 to allow new management additional time to prepare for construction.

BACKGROUND:

The property is located within the Coal Creek Business Park PUD, which was approved in 1998 and set the development parameters for the overall business park. Shortly following this approval, subsequent PUDs were approved for development on the lots within the park, including the Coal Creek Corporate Center 1 PUD which governs the subject lot. On February 21, 2017, the City approved an amendment to the Coal Creek Business Park PUD to increase the development capacity within the park, and an amendment to the Coal Creek Corporate Center 1 PUD to allow additions to the building located on Lot 2. The PUD authorized construction in two phases to the structure, along with modifications to parking areas and the addition of a trailhead and trail expansions connecting to the Coal Creek Trail and US 36 Bikeway. The first phase improvements add roughly 10,000 sf to the footprint of the structure, and the second phase could add an additional 10,000 sf, for a total of 60,649 sf. Accompanying these approvals was a Floodplain Development Permit. However, the property is no longer in the floodplain as a result of the recent FIRM update earlier this year. To date, no building permits have been issued for the project.

PUD Amendment



SUBJECT: RESOLUTION NO. 6, SERIES 2020

DATE: JANUARY 21, 2020

PAGE 3 OF 4

ANALYSIS:

LMC Sec. 17.28.200 limits the timeframe for when the City may issue a building permit following the approval of a PUD to 36 months. Extension requests must follow the same public hearing procedures for a PUD Amendment application, including a public hearing before the Planning Commission and review by the City Council. The criteria for extension are the same criteria under which the City approved the original PUD.

Some of the reasons for having a 36-month limitation are to ensure that infrastructure is installed in a reasonable time frame and the development remains consistent with City policy and regulations. For example, City comprehensive plans, design standards and codes will change over time and a project meeting those standards at one point in time may not meet future policies and regulations. The expiration allows the City to reevaluate a project against current plans, policies and codes.

In this case, staff reviewed the PUD extension request against current City policy and regulations to understand if conditions have changed since the original approval three years ago. All relevant municipal codes, the City's Comprehensive Plan, and the Commercial Development Design Standards and Guidelines have not changed since the original approval of the PUD and staff finds the proposal continues to meet the policies and regulations set forth in these documents.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the current proposal on December 12, 2019 and voted 6-0 to recommend approval with no conditions. The minutes from this meeting are included as an attachment.

PUBLIC COMMENT:

To date, staff has not received any public comments.

FISCAL IMPACT:

Staff finds that there is no fiscal impact to the City through the approval of this extension request.

PROGRAM/SUB-PROGRAM IMPACT:

The application meets the Community Design program goals and sub-program objectives by ensuring new development meets adopted zoning and design standards and guidelines.

RECOMMENDATION:

Staff recommends approval of Resolution No. 6, Series 2020; a request for a three-year extension of the Coal Creek Corporate Center 1 PUD Amendment A to February 21, 2023.

SUBJECT: RESOLUTION NO. 6, SERIES 2020

DATE: JANUARY 21, 2020

PAGE 4 OF 4

ATTACHMENT(S):

1. Resolution No. 6, Series 2020
2. Application Materials
3. Resolution 7, Series 2017
4. Original PUD, 1998
5. PUD Amendment A, 2017
6. City Council staff report, February 21, 2017
7. Planning Commission minutes, December 12, 2019
8. Presentation

STRATEGIC PLAN IMPACT:

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

**RESOLUTION NO. 6
SERIES 2020**

**A RESOLUTION APPROVING A THREE-YEAR EXTENSION OF THE APPROVAL
OF THE COAL CREEK CORPORATE CENTER 1 PUD AMENDMENT A, LOCATED
826 COAL CREEK CIRCLE; LOT 2, COAL CREEK BUSINESS PARK SUBDIVISION**

WHEREAS, there has been submitted to the Louisville Planning Commission an application for a three year extension of the approval of the Coal Creek Corporate Center 1 PUD Amendment A; and

WHEREAS, the City Staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, after a duly noticed public hearing on December 12, 2019 where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated December 12, 2019, the Planning Commission recommended approval the extension; and

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said extension to February 21, 2023 should be approved.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve an application for a three year extension of the approval of the Coal Creek Corporate Center 1 PUD Amendment A.

PASSED AND ADOPTED this 21st day of January, 2020.

By: _____
Ashley Stolzmann, Mayor

Attest: _____
Meredyth Muth, City Clerk

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Davis Partnership Architects

Contact: Kevin Gzym

Address: 2901 Blake Street, Suite 100
Denver, CO 80205

Mailing Address: Same as above

Telephone: 303.861.8555

Fax: 303.861.3027

Email: kevin.gzym@davispartnership.com

OWNER INFORMATION

Firm: TFG Coal Creek Property, LLC

Contact: Todd Twombly

Address: 60 State Street, 22nd Floor
Boston, Massachusetts 02109

Mailing Address: Same as above

Telephone: 781.222.5931

Fax: -

Email: ttwombly@tritowerfinancial.com

REPRESENTATIVE INFORMATION

Firm: Davis Partnership Architects

Contact: Kevin Gzym

Address: 2901 Blake Street, Suite 100
Denver, CO 80205

Mailing Address: Same as above

Telephone: 303.861.8555

Fax: 303.861.3027

Email: kevin.gzym@davispartnership.com

PROPERTY INFORMATION

Common Address: 826 Coal Creek Circle

Legal Description: Lot 2, Parcel 1 Blk _____

Subdivision Coal Creek Business Park

Area: 253,955 +/- (existing) Sq. Ft.

TYPE (S) OF APPLICATION

- Annexation
- Zoning
- Preliminary Subdivision Plat
- Final Subdivision Plat
- Minor Subdivision Plat
- Preliminary Planned Unit Development (PUD)
- Final PUD
- Amended PUD
- Administrative PUD Amendment
- Special Review Use (SRU)
- SRU Amendment
- SRU Administrative Review
- Temporary Use Permit: _____
- CMRS Facility: _____
- Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: This application is seeking a PUD Extension of the previously approved PUD Amendments and Variance requests.

NOV 01 2019

Current zoning: CB Proposed zoning: CB

SIGNATURES & DATE

Applicant: _____

Print: Tritower Financial Group

Owner: TFG Coal Creek LLC

Print: _____

Representative: Tom Brainerd

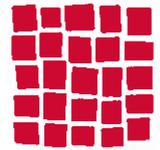
Print: _____

CITY STAFF USE ONLY

- Fee paid: _____
- Check number: _____
- Date Received: _____

October 25, 2019

City of Louisville
Planning and Building Safety
City Hall
749 Main Street
Louisville, CO 80027



DAVIS
PARTNERSHIP
ARCHITECTS

Re: Coal Creek Corporate Center I Expansion – PUD Extension

Dear Planning and Building Safety Staff:

As the Applicant and Representative on behalf of the Owner, TFG Coal Creek Property, LLC, please accept this Application for extension to the PUD(s) Approved by City Council on February 21, 2017. This request is being submitted due to unforeseen circumstances stemming from the building tenant's expansion timelines which has delayed the submittal for building permit. This application is requesting extension to all associated Variances approvals and amendments for the maximum period to allow for development of building permit documents.

In the attached documents, you will find the Land Use Application and associated fee.

Sincerely,

Kevin Gzym, Architect
Davis Partnership Architects. PC

DENVER OFFICE

2901 Blake Street, Suite 100
Denver, CO 80205-2303
T 303.861.8555
F 303.861.3027

www.davispartnership.com



**RESOLUTION NO. 13
SERIES 2017**

A RESOLUTION APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT FOR COAL CREEK BUSINESS PARK AND AMENDED PLANNED UNIT DEVELOPMENT FOR CORPORATE CENTER I COAL CREEK BUSINESS PARK FOR A 40,000 SQ. FT. OFFICE EXPANSION (LOT 2 AND TRACT B COAL CREEK BUSINESS PARK)

WHEREAS, there has been submitted to the Louisville Planning Commission an application for approval of an amended Planned Unit Development for Coal Creek Business Park and Amended Planned Unit Development for Corporate Center I Coal Creek Business Park for a 40,000 sq. ft. office expansion on Lot 2 and Tract B Coal Creek Business Park; and

WHEREAS, the City Council has reviewed the information submitted and found that, subject to conditions, the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, after a duly noticed public hearing on January 12, 2017, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 12, 2017, the Planning Commission recommended approval with conditions.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve Resolution No. X, Series 2017, a resolution approving an Amended Planned Unit Developments for Coal Creek Business Park and Amended Planned Unit Development for Corporate Center I Coal Creek Business Park for a 40,000 sq. ft. office expansion with the following conditions:

1. Prior to recordation of the PUDs and issuance of building permits, the applicant shall provide access easements in a form satisfactory to the City Attorney and Parks and Recreation Department for the trail connections.
2. Prior to recordation of the PUDs and issuance of building permits, the applicant shall amend the plans to include construction of a sign at the trailhead in accordance with the City of Louisville Open Space, Parks and Trail Wayfinding Plan

PASSED AND ADOPTED this 21ST day of February, 2017.

By. Robert P. Muckle
Robert P. Muckle, Mayor

Attest. Meredyth Muth
Meredyth Muth, City Clerk

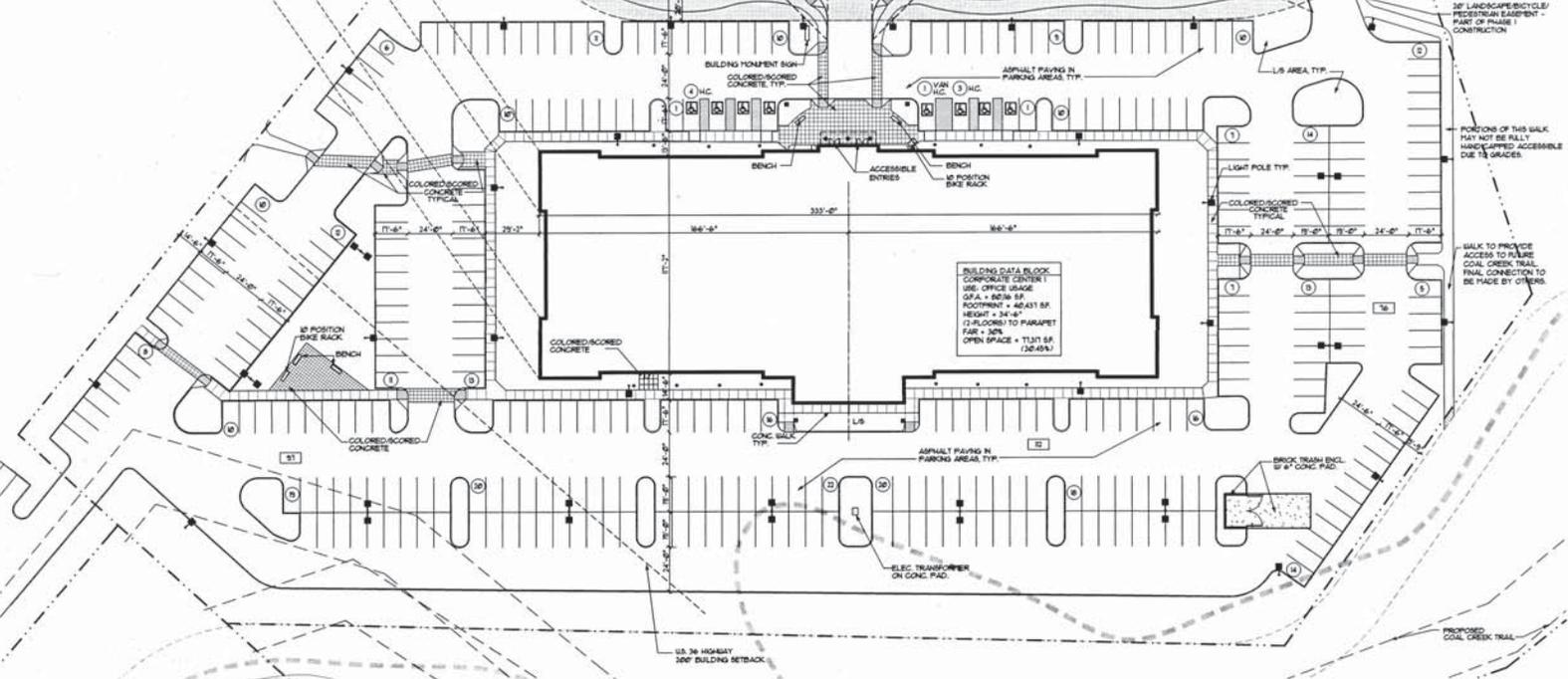
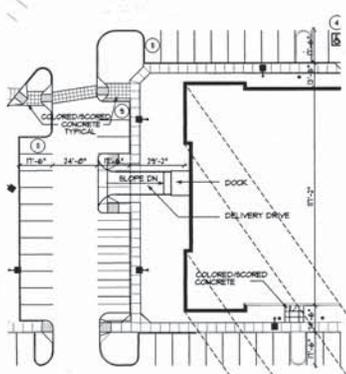


FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SEM Architects Inc

Architecture
 Planning
 Engineering

677 South Colorado Blvd.
 Suite 300
 Denver, Colorado 80246
 (303) 220-8900
 (303) 220-0198 Fax



SITE PLAN
 SCALE: 1"=30'-0"

CORPORATE CENTER I
 COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TRAMMELL CROW COMPANY

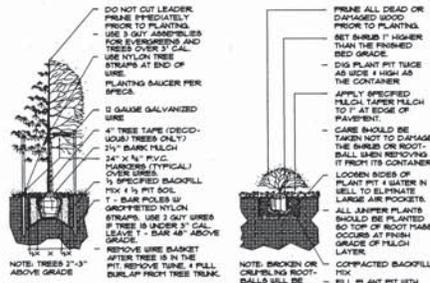
Date - 4/29/98
 Proj No - 98022.01
 Drawn - BBT
 Checked - JEA

Date - Issue
 2/23/98 - PUD SUBMITTAL
 4/29/98 - FINAL PUD SUBMITTAL
 5/19/98 - City Council Submittal
 5/28/98 - FINAL PUD

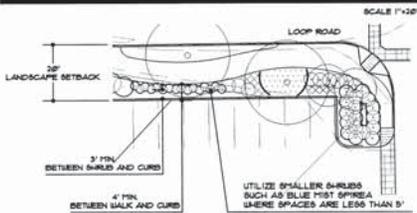
Title - SITE PLAN

DRAWING PATH: T:\98022.00 Coal Creek Corp Ctr (PUD).
 DRAWING NAME: T:\98022.00 Coal Creek Corp Ctr (PUD)\98022.DWG
 PLOT DATE: Apr 18 09:46:22 AM 1998
 PLOTTED BY: OTT

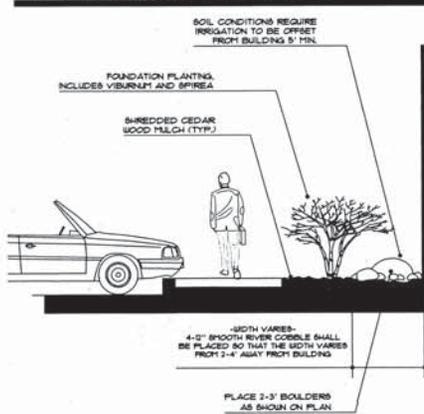
PLANTING DETAILS



LANDSCAPE SETBACK



FOUNDATION LANDSCAPE



FINAL PLANNED UNIT DEVELOPMENT

COAL CREEK CORPORATE CENTER I

COAL CREEK BUSINESS PARK

LOT 2, COAL CREEK BUSINESS PARK

CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SEM Architects Inc
 Architecture
 Planning
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719 West Colfax
 Denver, Colorado 80246
 (303) 226-8900
 (303) 224-0708 Fax

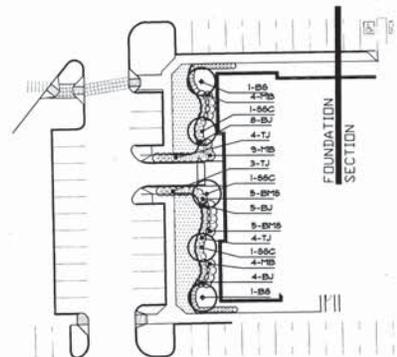
LANDSCAPE NOTES

- REFER TO PLANS AND SPECIFICATIONS FOR INFORMATION REGARDING LANDSCAPE INSTALLATION.
- DO NOT DISTURB THE EXISTING LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS NOTED ON THE PLANS.
- SHRUB BEDS ARE TO BE CONTAINED BY 1/2" X 1/4" INTERLOCKING TYPE STEEL EDGER. NO EDGER IS REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS OR WALKS.
- ALL TREE PITS AND SHRUB BEDS ARE TO RECEIVE 3" DEPTH OF SHREDDED CEDAR MULCH OVER LIVED CONTROL FABRIC. NO EDGER IS REQUIRED AROUND TREE PITS UNLESS OTHERWISE NOTED ON PLANS. INSTALL 4"-12" RIVER CORALS AND 2'-3' BOULDERS ADJACENT TO ALL STRUCTURES FOR A VARYING WIDTH OF 2'-4'.
- REFER TO SITE PLAN FOR GRADING, SIDE WALK, DRAINAGE, AND RIMP-RAP INFORMATION AND LOCATION.
- ALL LANDSCAPED AREAS ARE TO RECEIVE THE APPROPRIATE SOIL PREPARATION AS REQUIRED BY THE CITY OF LOUISVILLE.
- ALL TREES ARE TO BE STAKED OR GUYED PER DETAILS FOR A PERIOD OF ONE YEAR.
- PRIOR TO COMMENCEMENT OF WORK, VERIFY THAT ALL GRADES ARE CORRECT AND THAT TOP SOIL HAS BEEN SPREAD OVER ALL AREAS TO BE SEEDED AND/OR PLANTED.
- CONSTRUCTION OF SIDEWALKS SHALL BE ACCORDING TO CITY OF LOUISVILLE REQUIREMENTS.
- THE QUALITY OF PLANT MATERIAL SELECTED WILL FOLLOW THE GUIDELINES OF THE AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN ASSOCIATION OF NURSERYMEN UNLESS OTHERWISE INDICATED.
- ALL LANDSCAPED AREA SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN A HEALTHY AND GROWING CONDITION. THE PARCEL DEVELOPER SHALL REPLACE PLANT MATERIAL, IMMEDIATELY WITH THE SAME TYPE, SIZE AND QUANTITY WHEN NECESSARY, AND KEEP THE GROUNDS FREE OF REFUSE AND DEBRIS.
- FINAL LANDSCAPE AND IRRIGATION CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY OF LOUISVILLE FOR REVIEW AND APPROVAL.
- WHERE PLANTABLE SPACE IS LESS THAN 8' ALONG THE LOOP ROAD, NO EVERGREEN TREE PLANTING SHALL OCCUR. THE EVERGREEN STREET TREES ARE INTENDED TO BE LINED UP WHERE INTERFERENCE WITH SIDEWALKS MAY OCCUR. UTILIZATION OF PINON PINE ALONG THE STREET CORRIDOR SHALL ALSO LESSEN THEIR INTERFERENCE WITH SIDEWALKS.
- ALL RETAINING WALLS SHALL BE CONSTRUCTED OF BUFF COLORED PRECAST MODULAR BLOCKS, KEYSSTONE OR EQUAL.

LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & CONDITION
DECIDUOUS TREES				
1	RO	RED OAK	QUERCUS RUBRA	3" CAL. B&B SPECIFEN
36	SH	SHAG BASTER HONEYLOCUST	ALBICOR TRACADONNUS HENRIUS 'SHAG BASTER'	3" CAL. B&B SPECIFEN
9	PA	PATMORE ASH	FRAXINUS PENN. 'PATMORE'	3" CAL. B&B SPECIFEN
EVERGREEN TREES				
31	AP	AUSTRIAN PINE	PINUS NORA	NOTE: 25% TO BE 8' HT. 6'-8' HT. SPECIFEN
10	BS	COLORADO BLUE SPRUCE	PICEA PUNGENS VAR. GLAUCA	6'-8' HT. SPECIFEN
3	CS	COLORADO SPRUCE	PICEA PUNGENS	6'-8' HT. SPECIFEN
ORNAMENTAL TREES				
11	SC	SPRING SHOU CRAB	MALUS 'SPRING SHOU'	2" CAL. B&B SPECIFEN
3	AM	FLAME AMUR MAPLE	ACER TATARICUM 'GANNALA FLAME'	8'-10" CLUMP. B&B SPECIFEN
1	JL	JAPANESE TREE LILAC	SYRINGA RETICULATA	8'-10" CLUMP. B&B SPECIFEN
8	CR	CANADA RED CHERRY	PRUNUS VIRGINIANA 'ELANDORCA' (SHADERS)	2" CAL. B&B SPECIFEN
1	TH	THORNLESS COCKSPUR Hawthorne	CRATAEGUS CRUS-GALLI VAR. NERIFLO	2" CAL. B&B SPECIFEN
EVERGREEN SHRUBS				
231	BU	BUFFALO JAMPER	JUNIPERUS SABINA 'BUFFALO'	1 1/2" @ 25% min.
64	TJ	TAPPY JUNIPER	JUNIPERUS CHINENSIS 'TAMARISCOPOLIA'	1 1/2" @ 25% min.
DECIDUOUS SHRUBS				
165	AW	ANTHONY WATERER SPIREA	SPIREA JAPONICA 'ANTHONY WATERER'	1 1/2" @ 25% min.
28	BY	BLUE YEW SPIREA	CARYOPHTERIS X CLAUDONENSIS	1 1/2" @ 25% min.
148	BR	BAILEY REDTIG DOGWOOD	CORNUS SERICEA 'BAILEY'	1 1/2" @ 25% min.
62	CP	CISTENA PLUM	PRUNUS CISTENA	1 1/2" @ 25% min.
36	DK	DWARF KOREAN LLAC	BYRONIA 'TETENS'	1 1/2" @ 25% min.
26	MB	MENTOR BARBERRY	BERBERIS X MENTONENSIS	1 1/2" @ 25% min.
26	RS	YELLOW SHRUB ROSE	ROSA X 'GOLDEN BRAG'	1 1/2" @ 25% min.
14	PK	PURPLE-RED SHRUB ROSE	ROSA X 'MANS'	1 1/2" @ 25% min.
16	RB	RABBIT BRUSH	CHRYSOTHEMUM NAUSEOSUM ALBICALLIS	1 1/2" @ 25% min.
75	VB	VANHOUTE'S SPIREA	SPIREA VANHOUTEI	1 1/2" @ 25% min.
51	VD	AMRWOOD VIBURNUM	VIBURNUM DENTATUM	1 1/2" @ 25% min.
PERENNIAL FLOWERS				
80	TYC	TALL COPPON YARROW	ACHILLEA FILIPENDULINA 'PARKERS VARIETY'	1 GAL. CONT.
25	GF	GAYFEATHER	Liatris	1 GAL. CONT.
82	DC	DWARF DOUBLE CORNOPSIS	CORNOPSIS GRANDIFLORA 'SUNKAT'	1 GAL. CONT.
48	RD	RED DAYLILY	HEMEROCALLIS SP.	1 GAL. CONT.
20	DSD	DOUBLE SHASTA DAISY	LEUCANTHEMUM X SUPERBUM 'AGLAIA'	1 GAL. CONT.
24	BB	BLACK EYED SUSAN	RUDBECKIA PULGIDA 'GOLDSTARY'	1 GAL. CONT.

ALTERNATE LOADING AREA



- IRRIGATED TALL FESCUE SOD _____ 50% FESCUE/BLUEGRASS MIX _____
- NON-IRRIGATED NATIVE SEED _____
- EXISTING LANDSCAPE (PHASE ONE) _____
- 17- BOULDERS _____

SEM Architects Inc
 Architecture
 Planning
 Engineering

677 South Colorado Blvd.
 Suite 300
 Denver, Colorado 80246
 (303) 226-8900
 (303) 224-0708 Fax

COAL CREEK CORPORATE CENTER I
COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TRAMMELL CROW COMPANY

Date: 1-4-98
 Proj. No.: 480222-01
 Drawn: JDS
 Checked: JH

Date: Issued
 2-28-98 - FINAL PUD
 4-2-98 - REVISED PUD
 4-15-98 - FINAL PUD
 5-7-98 - REVISED PUD
 5-11-98 - CITY COUNCIL SUBM
 5-28-98 - CITY COUNCIL REV.
 6-4-98 - CITY COUNCIL REV.2

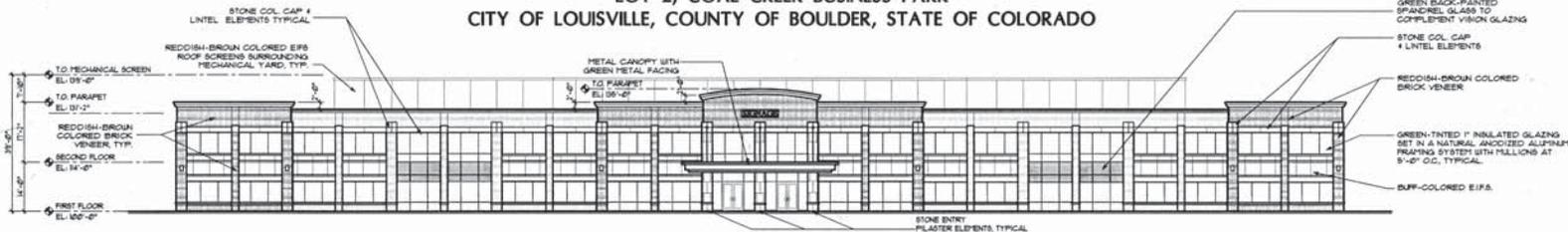
Title: LANDSCAPE PLAN

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

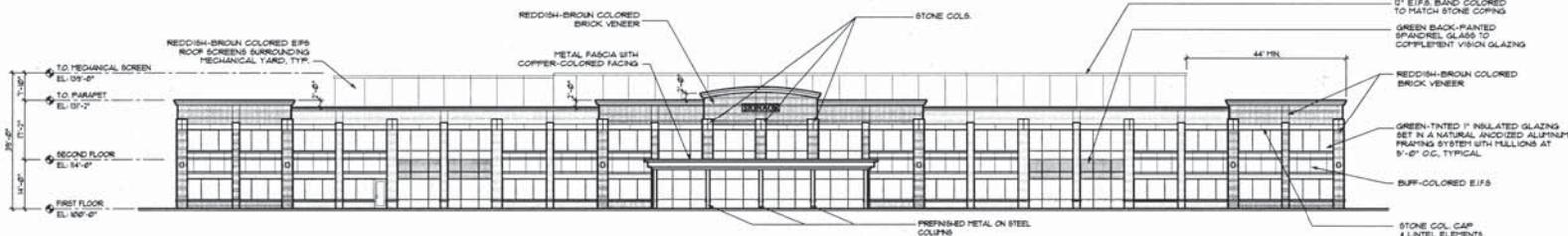
SEM Architects Inc

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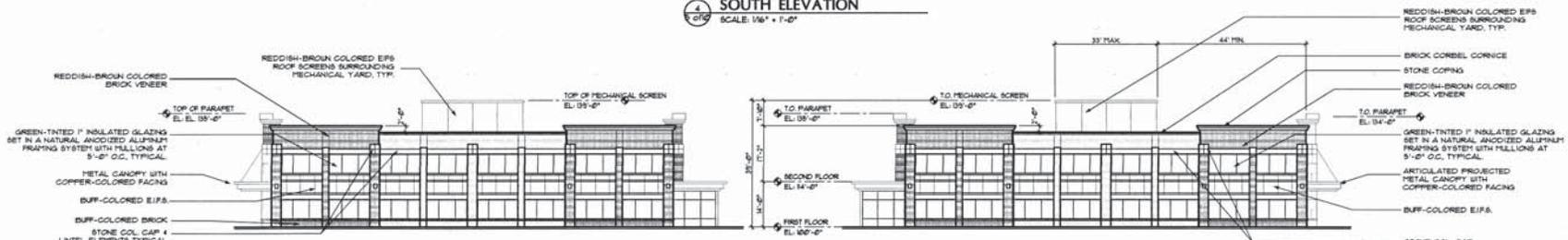
477 South Colorado Blvd.
 Suite 200
 Denver, Colorado 80246
 (303) 230-8900
 (303) 220-0708 Fax



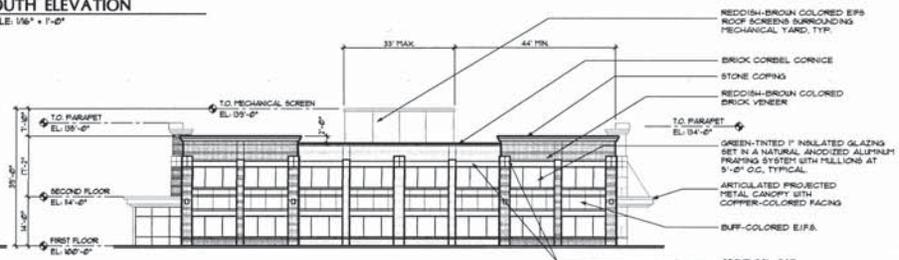
MAIN ENTRY (NORTH) ELEVATION
 SCALE: 1/8" = 1'-0"



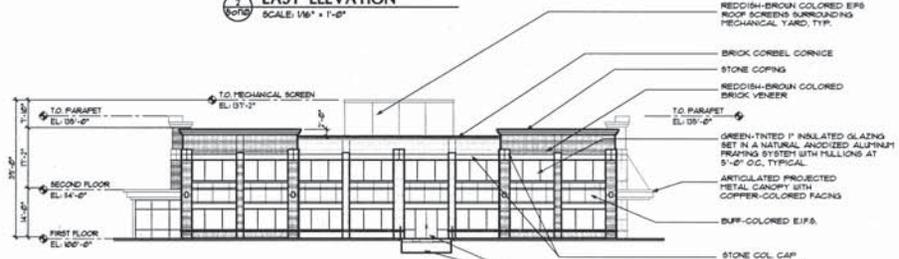
SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



WEST ELEVATION
 SCALE: 1/8" = 1'-0"



EAST ELEVATION
 SCALE: 1/8" = 1'-0"



EAST ELEVATION ALTERNATE
 SCALE: 1/8" = 1'-0"

CORPORATE CENTER I
 COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TRAMMELL CROW COMPANY

Date - 02/97
 Proj No - 580222P
 Drawn - DTT
 Checked - JEA

Date - Issue
 4/3/98 - PUD SUBSTITAL
 3/28/98 - FINAL PUD

Title - EXTERIOR ELEVATIONS

5 of 10

COAL CREEK BUSINESS PARK
 CC CORPORATE CENTER I
 5 OF 10

DRAWING PATH: T:\180222.00 Coal Creek Corp. CH (V)DWG
 DRAWING NAME: T:\180222.00 Coal Creek Corp. CH (V)DWG\6110_400.rvt

PLOTTED BY: DTT

PLOT DATE: Jun 15 11:46:46 AM 1998

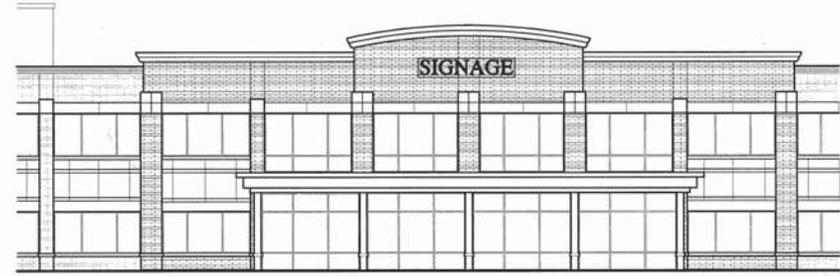
SEM Architects Inc

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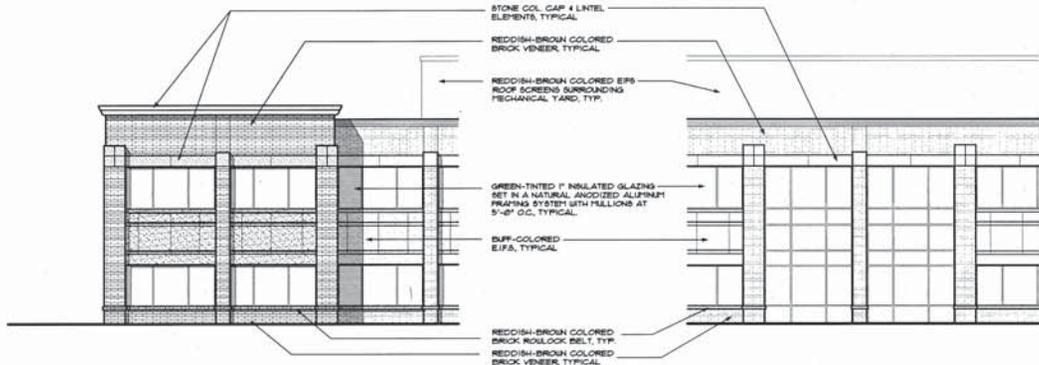
677 South Colorado Blvd.
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 Denver, Colorado 80246
 (303) 220-8900
 (303) 220-0708 Fax



ENLARGED MAIN ENTRY ELEVATION
 SCALE: 1/8" = 1'-0"



ENLARGED ELEVATION
 SCALE: 1/8" = 1'-0"



ENLARGED CORNER ELEVATION
 SCALE: 1/8" = 1'-0"

ENLARGED FULL HEIGHT GLASS BAY
 SCALE: 1/8" = 1'-0"

**CORPORATE CENTER I
 COAL CREEK BUSINESS PARK**

LOUISVILLE, COLORADO

TRAMMELL CROW COMPANY

Date - 07/9/97
 Proj. No. - 980222.01
 Drawn - DTT
 Checked - JEA

Date - Issue
 2/23/98 - PUD SUBMITTAL
 4/13/98 - PUD SUBMITTAL
 5/28/98 - FINAL PUD

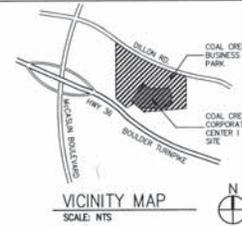
Title - ENLARGED EXTERIOR ELEVATIONS

6 of 10

COAL CREEK BUS PARK
 CO CORPORATE CENTER I
 6 OF 10

PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I
 COAL CREEK BUSINESS PARK

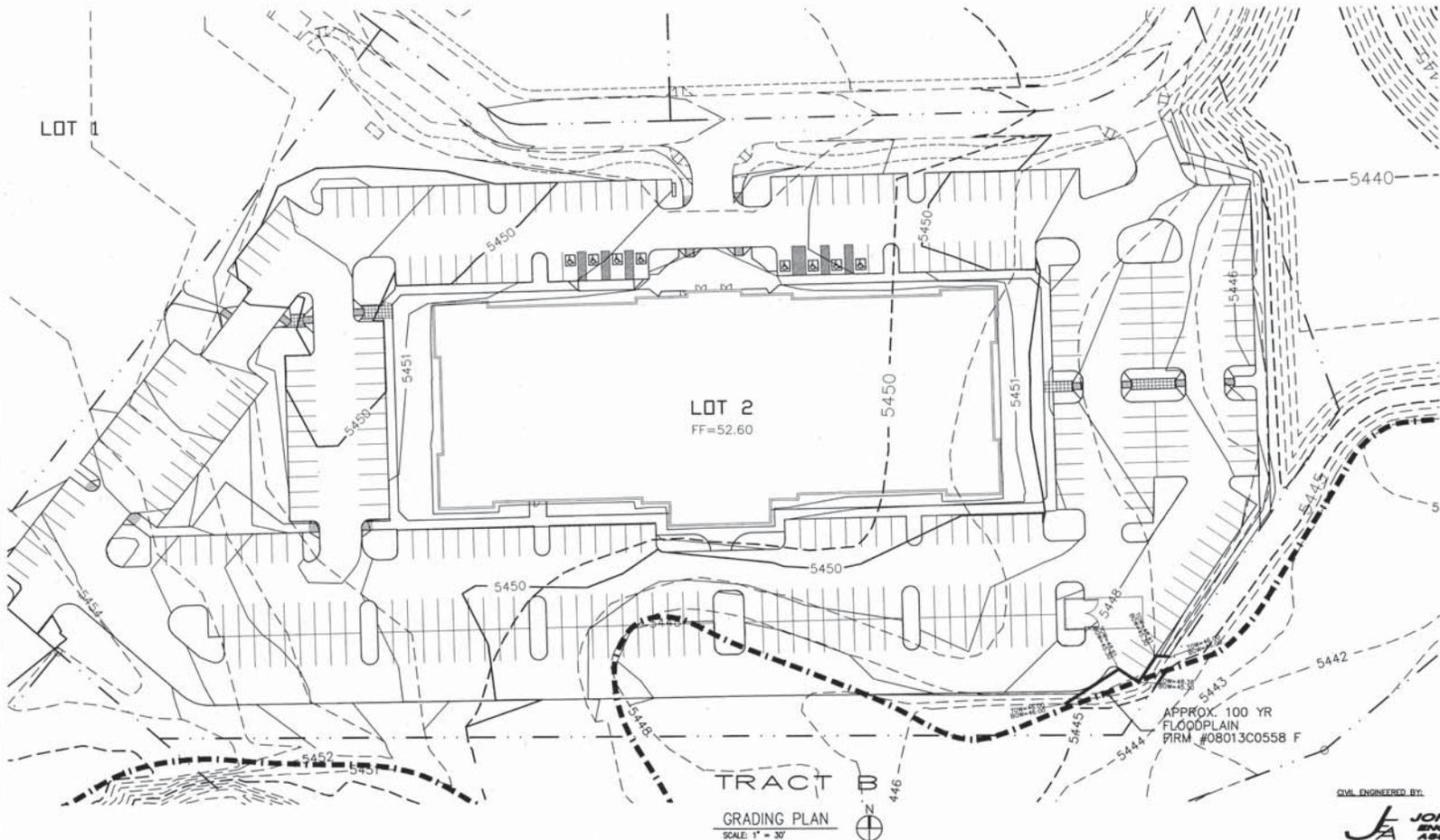
A PART OF THE N.W. 1/4 SECTION 19 AND THE S.W. 1/4 OF SECTION 18
 T.1 S., R.69 W., OF THE 6TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



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 Planning
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 Denver, Colorado 80246
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LEGEND

- PROPERTY LINE
- - - EASEMENT LINE
- - - FIRE LANE (FD)
- - - EXIST. CONTOUR LINE
- - - NEW CONTOUR LINE
- ▨ PAINTED STRIPING (GROSS MARK)
- ▲ H.C. CURB RAMP

**CORPORATE CENTER I
 COAL CREEK BUSINESS PARK**
 LOUISVILLE, COLORADO
 TrammellCrowCompany

Date: FEBRUARY 20, 1998
 Proj No: 98023.01
 Drawn: PRW/JCA
 Checked: PRW/JCA

Date: Issue
 2/23/98: PLO Submittal
 4/12/98: Revised per comments
 5/11/98: City Council Submittal

Title: GRADING PLAN

9 of 10

CIVIL ENGINEERED BY:

JOHNSTON ENGINEERING ASSOCIATES, INC.
 215 UNION BOULEVARD SUITE 301 LAKEWOOD, COLORADO 80238
 (303) 969-9001 (TELE) (303) 969-9019 (FAX)

PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I
 COAL CREEK BUSINESS PARK

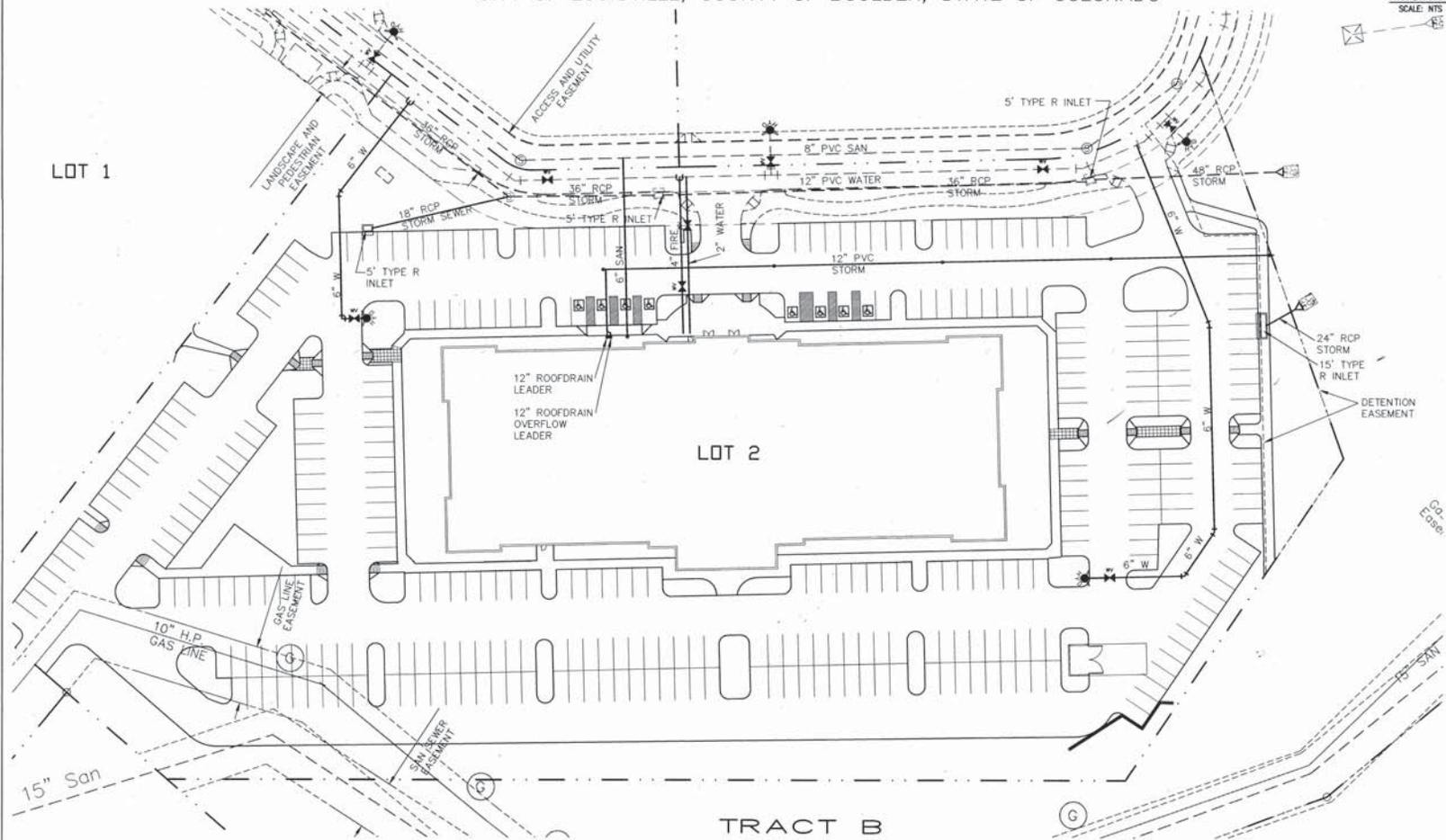
A PART OF THE N.W. 1/4 SECTION 19 AND THE S.W. 1/4 OF SECTION 18
 T.1 S., R.69 W., OF THE 6TH P.M.
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



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LOT 1



UTILITY PLAN
 SCALE: 1" = 30'

TRACT B

LEGEND

---	PROPERTY LINE
- - -	EASEMENT LINE
12" PVC	EX. WATER LINE W/ VALVE AND FAL
18" RCP	EX. SANITARY SEWER W/ MANHOLE
36" RCP	EX. STORM SEWER W/ INLET AND FES
48" RCP	EX. STORM SEWER MANHOLE
10" H.P.	EX. GAS LINE W/ MARKER
12" W	NEW WATER LINE W/ VALVE AND FAL
12" SAN	NEW SANITARY SEWER W/ MANHOLE
12" RCP	NEW STORM SEWER W/ INLET AND FES
12" RCP	NEW STORM SEWER MANHOLE
○	CLEANOUT

CORPORATE CENTER I
COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TrammellCrowCompany

Date: FEBRUARY 20, 1998
 Proj. No.: 98022.01
 Drawn: PRW/JEA, INC.
 Checked: PRW/JEA, INC.

Date: issue
 2/23/98 - PUD Submittal
 4/12/98 - Revised per comments
 5/11/98 - City Council Submittal

Title: UTILITY PLAN

10 of 10

CIVIL ENGINEERED BY:
JOHNSTON ENGINEERING
 A SBCOMPAZTE
 CIVIL ENGINEERING AND LAND SURVEYING
 215 UNION BOULEVARD SUITE 301 LAWRENCE, COLORADO 80028
 (303) 968-8001 (TELE) (303) 968-8016 (FAX)

COAL CREEK BUS PARK
 CC CORPORATE CENTER I
 10 OF 10

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



DAVIS PARTNERSHIP ARCHITECTS
 1000 N. GARDEN ST., SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
 WWW.DAVISARCHITECTS.COM

CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TPO COAL CREEK PROPERTY, LLC

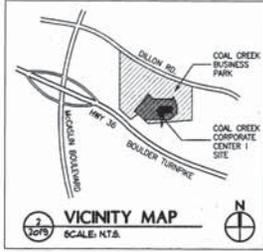
DATE: 10/2018
 PDL No.: 18101-01-000

Revised/Issued	DATE
P2L Submittal	08/2018
Pre-P2L Submittal	07/2018
Pre-P2L Submittal	06/2018
Pre-P2L Submittal	05/2018
Pre-P2L Submittal	04/2018
Pre-P2L Submittal	03/2018
Pre-P2L Submittal	02/2018
Pre-P2L Submittal	01/2018
Pre-P2L Submittal	12/2017

ISSUING TITLE
 SITE PLAN PHASE I
 SHEET NUMBER

02
 02 of 16
 AMENDMENT 1

- LEGEND**
- DW- DOMESTIC WATER
 - F- FIRE (DOMESTIC)
 - W- WATER LINE
 - S-W- SANITARY WSEWER
 - S- SANITARY SEWER
 - BT- STORM SEWER
 - FH- FIRE HYDRANT
 - LP- PARKING LOT LIGHT
 - AP- ACCESSIBLE PARKING
 - P- PARKING COUNT NO.
 - P- PARKING TALLY
 - P- PROPERTY LINE
 - E- EASEMENT LINE
 - F- FIRE LANE
 - 50- EXIST. CONTOUR LINE
 - 30- NEW CONTOUR LINE
 - 30- 30' SIGHT TRIANGLE
 - C- COLORED/COURED CONCRETE (CROSS WALK)
 - G- H.C. CURB RAMP

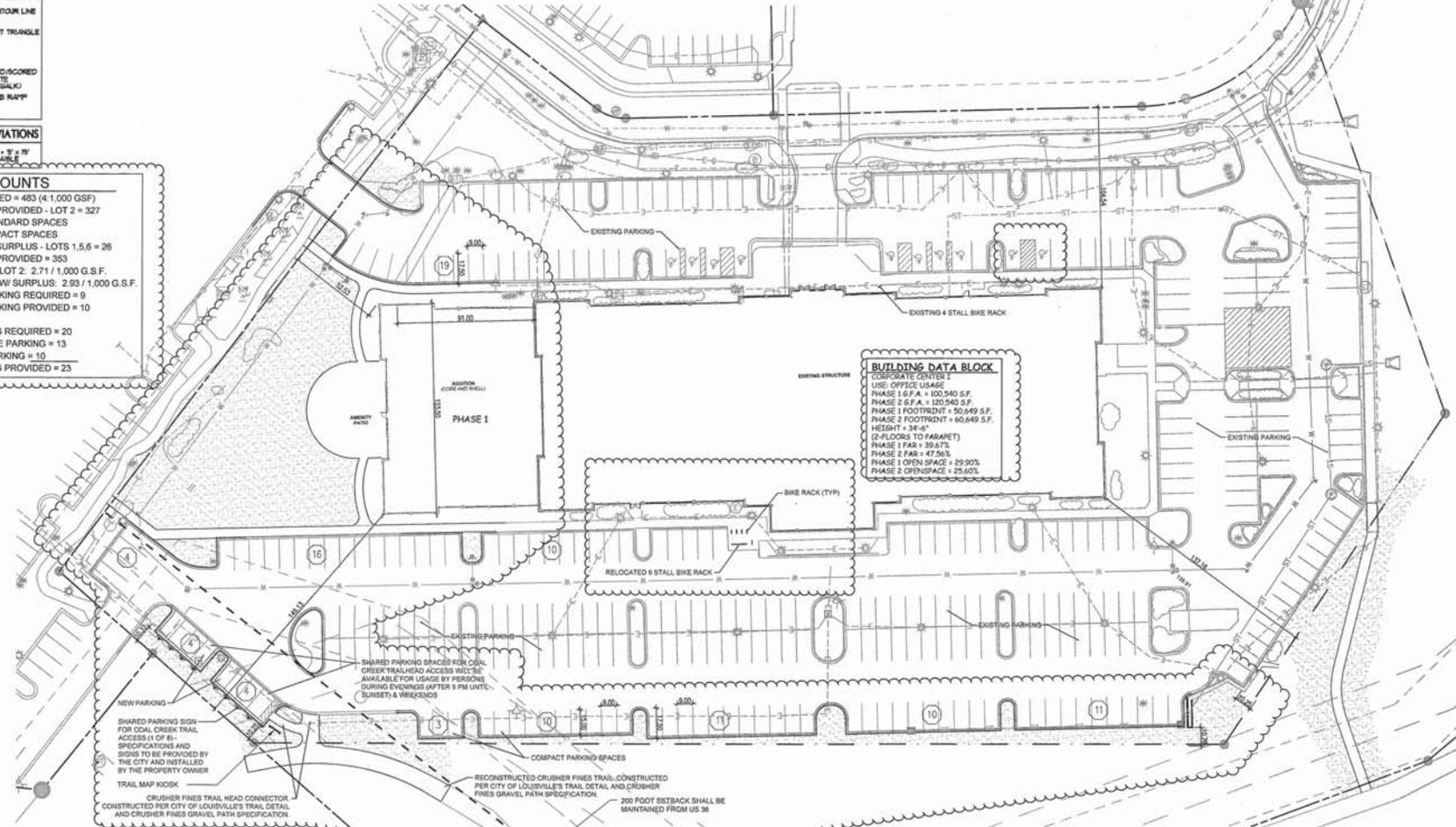


PARKING ABBREVIATIONS
 HC = HC ACCESSIBLE = 8' x 12'
 20' x 8' ACCESSIBLE

PARKING COUNTS
 PARKING REQUIRED = 483 (4,100 G.S.F.)
 TOTAL PARKING PROVIDED - LOT 2 = 327
 314 STANDARD SPACES
 13 COMPACT SPACES
 TOTAL PARKING SURPLUS - LOTS 1,5,6 = 26
 TOTAL PARKING PROVIDED = 353
 PARKING RATIO - LOT 2: 2.71 / 1,000 G.S.F.
 PARKING RATIO - VW SURPLUS: 2.93 / 1,000 G.S.F.
 ACCESSIBLE PARKING REQUIRED = 9
 ACCESSIBLE PARKING PROVIDED = 10

BICYCLE PARKING REQUIRED = 20
 EXISTING BICYCLE PARKING = 13
 NEW BICYCLE PARKING = 10
 BICYCLE PARKING PROVIDED = 23

BUILDING DATA BLOCK
 CORPORATE CENTER I
 USE: OFFICE USAGE
 PHASE 1 G.F.A. = 100,540 S.F.
 PHASE 2 G.F.A. = 100,540 S.F.
 PHASE 1 FOOTPRINT = 50,649 S.F.
 PHASE 2 FOOTPRINT = 50,649 S.F.
 HEIGHT = 34'-4"
 (2-FLOORS TO PARAPET)
 PHASE 1 FAR = 39.67%
 PHASE 2 FAR = 47.56%
 PHASE 1 OPEN SPACE = 29.50%
 PHASE 2 OPEN SPACE = 29.50%



NEW PARKING
 SHARED PARKING SIGN FOR COAL CREEK TRAIL ACCESS (1 OF 8) - SPECIFICATIONS AND SIGNS TO BE PROVIDED BY THE CITY AND INSTALLED BY THE PROPERTY OWNER

TRAIL MAP KIOSK
 CRUSHER FINES TRAIL HEAD CONNECTOR - CONSTRUCTED PER CITY OF LOUISVILLE'S TRAIL DETAIL AND CRUSHER FINES GRAVEL PATH SPECIFICATION

COMPACT PARKING SPACES
 RECONSTRUCTED CRUSHER FINES TRAIL, CONSTRUCTED PER CITY OF LOUISVILLE'S TRAIL DETAIL AND CRUSHER FINES GRAVEL PATH SPECIFICATION. 200 FOOT SETBACK SHALL BE MAINTAINED FROM US 30.

SITE PLAN PHASE 1
 SCALE: 1" = 30'-0"

**FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
COAL CREEK BUSINESS PARK
LOT 2, COAL CREEK BUSINESS PARK
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO**



DAVIS PARTNERSHIP ARCHITECTS
 1500 17th Street, Suite 1000
 Boulder, Colorado 80502
 Phone: 303.440.1234
 Fax: 303.440.1235
 www.davispartnership.com

**CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK**
 LOUISVILLE, COLORADO
 TFG COAL CREEK PROPERTY, LLC

Date: 12/08
 Plot No.: 18108.01.000

Revised/Issued	DATE
Rev. 1	08/08
Rev. 2	08/08
Rev. 3	08/08
Rev. 4	08/08
Rev. 5	08/08
Rev. 6	08/08
Rev. 7	08/08
Rev. 8	08/08
Rev. 9	08/08
Rev. 10	08/08

DRAWING TITLE: **SITE PLAN PHASE 2**
 SHEET NUMBER:

03
 03 of 16
 AMENDMENT 1

- LEGEND**
- DM — DOMESTIC WATER
 - F — FIRE (DIPRESTIC)
 - WTR — WATER LINE
 - SAN — SANITARY SEWER
 - ST — STORM SEWER
 - FM — FIRE HYDRANT
 - PL — PARKING LOT LIGHT
 - AP — ACCESSIBLE PARKING
 - PC — PARKING COUNT NO.
 - LT — PARKING TALLY
 - PL — PROPERTY LINE
 - EL — EASEMENT LINE
 - FL — FIRE LINE 1"
 - EC — EXIST. CONTOUR LINE
 - NC — NEW CONTOUR LINE
 - BT — 30' BIGHT TRIANGLE
 - CC — COLORED / SCORED CONCRETE (CROSS WALK)
 - CR — H.C. CURB RAMP

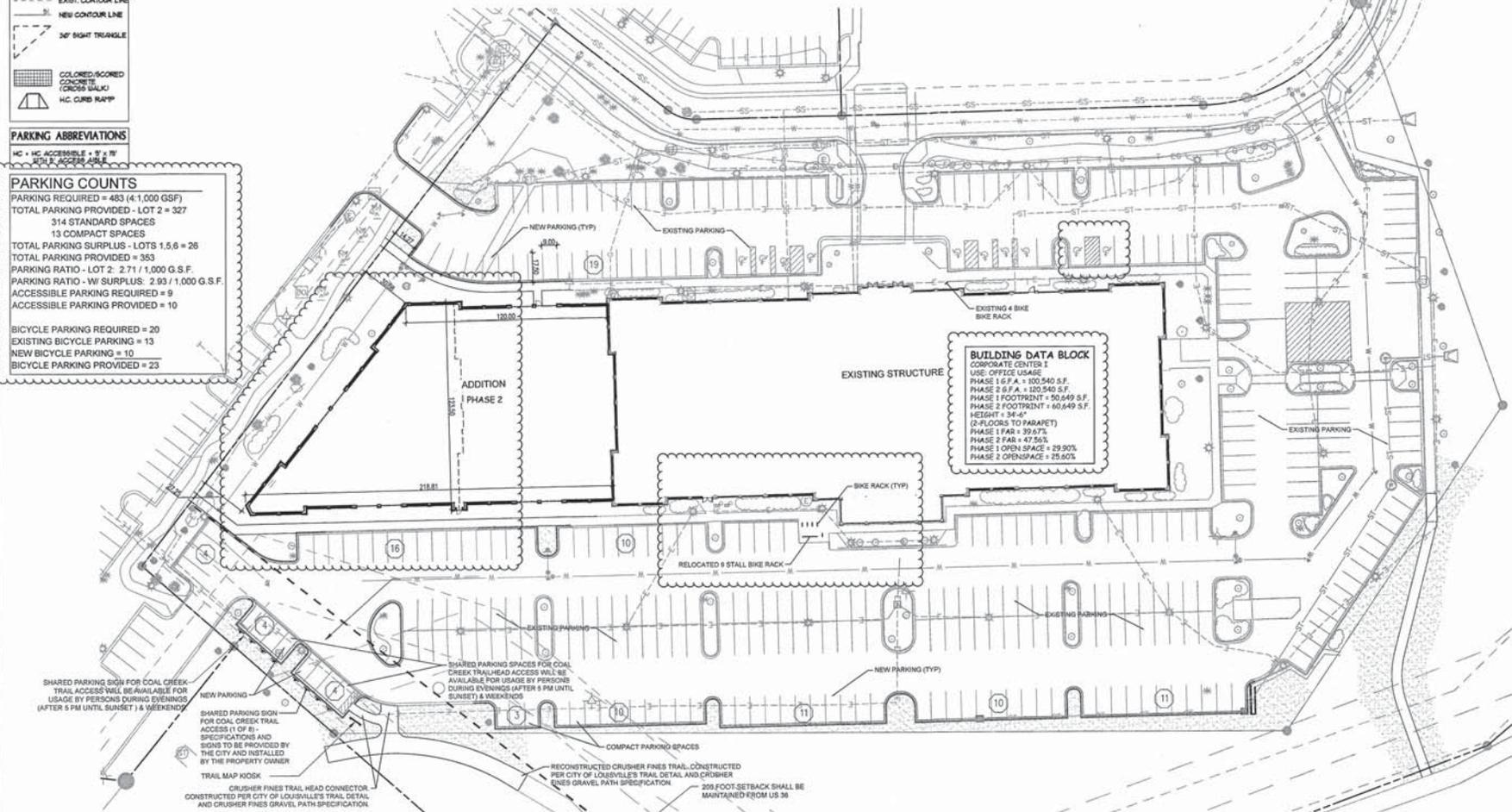


PARKING ABBREVIATIONS
 HC = H.C. ACCESSIBLE + 8' x 11' 3/4" ACCESSIBLE

PARKING COUNTS
 PARKING REQUIRED = 483 (4-1,000 GSF)
 TOTAL PARKING PROVIDED - LOT 2 = 327
 314 STANDARD SPACES
 13 COMPACT SPACES
 TOTAL PARKING SURPLUS - LOTS 1,5,6 = 26
 TOTAL PARKING PROVIDED = 353
 PARKING RATIO - LOT 2: 2.71 / 1,000 G.S.F.
 PARKING RATIO - W/ SURPLUS: 2.93 / 1,000 G.S.F.
 ACCESSIBLE PARKING REQUIRED = 9
 ACCESSIBLE PARKING PROVIDED = 10

BICYCLE PARKING REQUIRED = 20
 EXISTING BICYCLE PARKING = 13
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 BICYCLE PARKING PROVIDED = 23

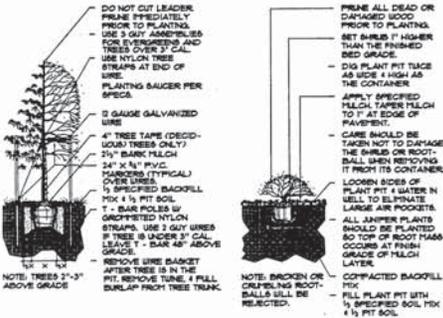
BUILDING DATA BLOCK
 CORPORATE CENTER I
 USE: OFFICE USAGE
 PHASE 1 F.P.A. = 100,540 S.F.
 PHASE 2 F.P.A. = 120,540 S.F.
 PHASE 1 FOOTPRINT = 80,649 S.F.
 PHASE 2 FOOTPRINT = 60,649 S.F.
 HEIGHT = 34'-6"
 (2 FLOORS TO PARAPET)
 PHASE 1 FAR = 39.67%
 PHASE 2 FAR = 47.56%
 PHASE 1 OPEN SPACE = 29.90%
 PHASE 2 OPEN SPACE = 25.60%



SITE PLAN PHASE 2
 SCALE: 1" = 30'-0"
 NORTH

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

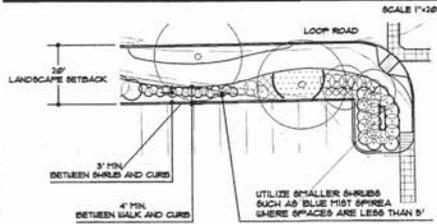
PLANTING DETAILS



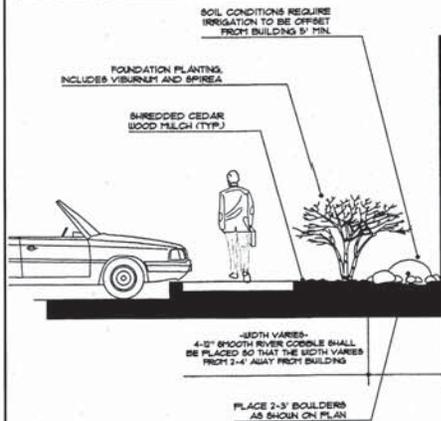
LANDSCAPE NOTES

- REFER TO PLANS AND SPECIFICATIONS FOR INFORMATION REGARDING LANDSCAPE INSTALLATION.
- DO NOT DISTURB THE EXISTING LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS NOTED ON THE PLANS.
- SHRUB BEDS ARE TO BE CONTAINED BY 1/4" INTERLOCKING TYPICAL SOFT STEEL EDGER. NO EDGER IS REQUIRED WHEN BED IS ADJACENT TO CURBS, WALLS, OR SIDEWALKS.
- ALL TREE PITS AND SHRUB BEDS ARE TO RECEIVE 3" DEPTH OF SHREDDED CEDAR MULCH OVER USED CONTROL FABRIC. NO EDGER IS REQUIRED AROUND TREE PITS UNLESS OTHERWISE NOTED ON PLANS. INSTALL 4-12" RIVER CORBLE AND 2-3" BOULDERS ADJACENT TO ALL STRUCTURES FOR A VARYING WIDTH OF 2'-4'.
- REFER TO SITE PLAN FOR GRADING, SIDE WALK, DRAINAGE, AND RIP-RAP INFORMATION AND LOCATION.
- ALL LANDSCAPED AREAS ARE TO RECEIVE THE APPROPRIATE SOIL PREPARATION AS REQUIRED BY THE CITY OF LOUISVILLE.
- ALL TREES ARE TO BE STAKED OR GUYED PER DETAILS FOR A PERIOD OF ONE YEAR.
- PRIOR TO COMMENCEMENT OF WORK, VERIFY THAT ALL GRADES ARE CORRECT AND THAT TOP SOIL HAS BEEN SPREAD OVER ALL AREAS TO BE SEEDED AND/OR PLANTED.
- CONSTRUCTION OF SIDEWALKS SHALL BE ACCORDING TO CITY OF LOUISVILLE REQUIREMENTS.
- THE QUALITY OF PLANT MATERIAL SELECTED WILL FOLLOW THE GUIDELINES OF THE "AMERICAN STANDARD FOR NURSING STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN UNLESS OTHERWISE INDICATED.
- ALL LANDSCAPED AREA SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN A HEALTHY AND GROWING CONDITION. THE PARCEL DEVELOPER SHALL REPLACE PLANT MATERIAL IMMEDIATELY WITH THE SAME TYPE, SIZE AND QUANTITY WHEN NECESSARY, AND KEEP THE GROUNDS FREE OF RUBBAGE AND DEBRIS.
- FINAL LANDSCAPE AND IRRIGATION CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE CITY OF LOUISVILLE FOR REVIEW AND APPROVAL. COFFIN TO THE RIPARIAN CORRIDOR OF COAL CREEK DRAINAGE.
- WHERE PLANTABLE SPACE IS LESS THAN 8' ALONG THE LOOP ROAD, NO EVERGREEN TREE PLANTING SHALL OCCUR. THE EVERGREEN TREE ARE INTENDED TO BE LINED UP WHERE INTERFERENCE WITH SIDEWALKS MAY OCCUR. UTILIZATION OF PINON PINE ALONG THE STREET CORRIDOR SHALL ALSO LESSEN THEIR INTERFERENCE WITH SIDEWALKS.
- ALL RETAINING WALLS SHALL BE CONSTRUCTED OF BUFF COLORED PRECAST MODULAR BLOCKS, KEYSTONE OR EQUAL.

LANDSCAPE SETBACK



FOUNDATION LANDSCAPE



LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & CONDITION
DECIDUOUS TREES				
1	RO	RED OAK	QUERCUS RUBRA	3" CAL, B4B, SPECIMEN
30	SPH	SHADE MASTER HONEYLOCUST	GLERIA TRICACANTUS NERUS 'SHADE MASTER'	3" CAL, B4B, SPECIMEN
5	PA	PATIENCE ASH	FRAXINUS PENN. 'PATIENCE'	3" CAL, B4B, SPECIMEN
EVERGREEN TREES				
31	AP	AUSTRIAN PINE	PINUS NIGRA	NOTE: 25% TO BE 8' HT. 6'-8' HT, SPECIMEN
10	BS	COLORADO BLUE SPRUCE	PICEA MENSENS VAR. GLAUCA	6'-8' HT, SPECIMEN
3	CS	COLORADO SPRUCE	PICEA MENSENS	6'-8' HT, SPECIMEN
ORNAMENTAL TREES				
11	SSC	SPRING ENDO CRAB	MALUS 'SPRING ENDO'	2" CAL, B4B, SPECIMEN
3	AM	FLAME AMUR MAPLE	ACER TATARICUM GINNALA 'FLAME'	8-10" CLUMP, B4B, SPECIMEN
1	JTL	JAPANESE TREE LILAC		2" CAL, B4B, SPECIMEN
5	CRS	CANADA RED CHERRY	PRUNUS VIRGINIANA RELANCAIPHA 'HARBERT'	2" CAL, B4B, SPECIMEN
1	TGH	THORNLESS COCKSPUR Hawthorne	CRATAEGUS CRUS-GALLI VAR. NERIFL	2" CAL, B4B, SPECIMEN
EVERGREEN SHRUBS				
231	BJ	BUFFALO JANIPER	JANIPERUS SABINA 'BUFFALO'	1.5" CAL, B4B, SPECIMEN
6-4	TJ	TAPPET JANIPER	JANIPERUS CHAINSIENSIS TAMARISCOPOLIA	1.5" CAL, B4B, SPECIMEN
DECIDUOUS SHRUBS				
165	AUS	ANTHONY WATERER SPIREA	SPIREA JAPONICA 'ANTHONY WATERER'	1.5" CAL, B4B, SPECIMEN
30	SPB	BLUE HILT SPIREA	CARYOPTERIS X CLANDONENSIS	1.5" CAL, B4B, SPECIMEN
148	BRD	BAILEY REDTIG DOGWOOD	CORNUS SERICEA 'BAILEY'	1.5" CAL, B4B, SPECIMEN
63	CP	CISTENA PLUM	PRUNUS CISTENA	1.5" CAL, B4B, SPECIMEN
30	DKL	DUARF KOREAN LILAC	SYRINGA 'METEN'	1.5" CAL, B4B, SPECIMEN
24	MS	MENTOR BAMBERRY	BERBERIS X HENTONENSIS	1.5" CAL, B4B, SPECIMEN
24	RS	YELLOW SHRUB ROSE	ROSA X 'GOLDEN HIND'	1.5" CAL, B4B, SPECIMEN
14	RH	PURPLE-RED SHRUB ROSE	ROSA X 'NANSA'	1.5" CAL, B4B, SPECIMEN
16	RB	RABBIT BRUSH	CHRYSOTHAMUS NAUSEOSUS ALBICALLIS	1.5" CAL, B4B, SPECIMEN
75	VS	VANQUETTE'S SPIREA	SPIREA VAN-HOTTESI	1.5" CAL, B4B, SPECIMEN
91	VO	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM	1.5" CAL, B4B, SPECIMEN
PERENNIAL FLOWERS				
85	TYC	TALL COMMON YARROW	ACHILLEA FILIPENDULINA 'PARKERS VARIETY'	1 GAL. CONT.
25	GF	GAYFLEATHER	LIATRIS	1 GAL. CONT.
92	DDC	DAISY DOUBLE COREOPSIS	COREOPSIS GRANDIFLORA 'SUNRAY'	1 GAL. CONT.
45	RD	RED DAYLILLY	HEMEROCALLIS SP.	1 GAL. CONT.
20	DD	DOUBLE SHASTA DAISY	LEUCANTHEMUM X SUPERBUM 'AGLAI'	1 GAL. CONT.
34	BB	BLACK EYED SUSAN	RUDIBECKIA FULGIDA 'GOLDTURT'	1 GAL. CONT.

- IRRIGATED TALL FESCUE SOD ----- 16-18 FESCUE/BLUEGRASS MIX
- NON-IRRIGATED NATIVE SEED -----
- EXISTING LANDSCAPE (PHASE ONE) -----
- 17- BOULDERS -----



DAVIS PARTNERSHIP ARCHITECTS
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 WWW.DAVISARCHITECTS.COM

CORPORATE CENTER I, AMENDMENT A
 LOT 2, COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TFC COAL CREEK PROPERTY, LLC

DATE: 12/28/20
 PROJ. NO.: 18106-01-000

ISSUED/REVISED	DATE
REVISED	02/28/21
REVISED	03/22/21
REVISED	04/28/21
REVISED	05/14/21
REVISED	05/28/21
REVISED	06/11/21
REVISED	06/25/21
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REVISED	03/0

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



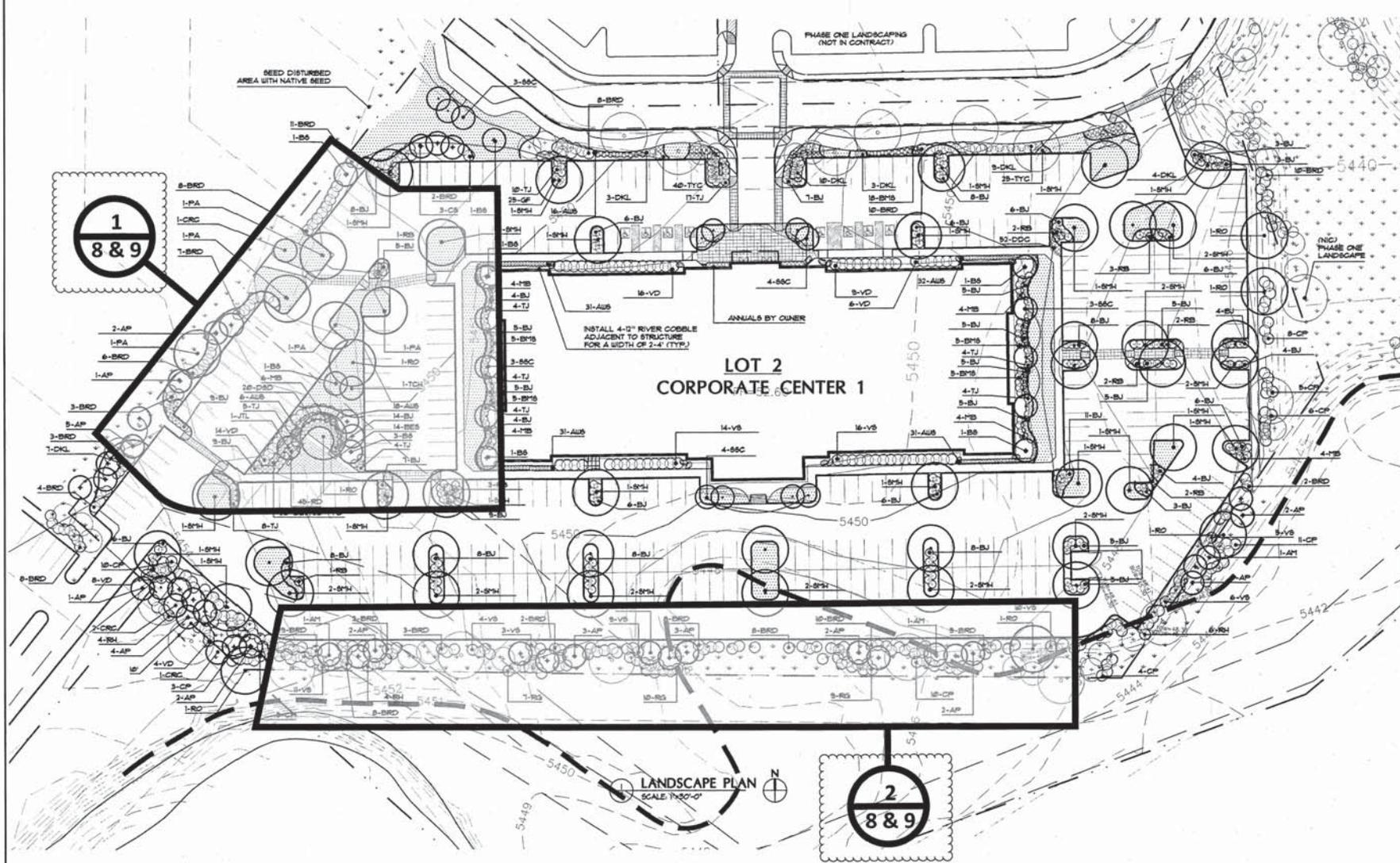
DAVIS PARTNERSHIP ARCHITECTS
 1000 EAST 17TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 WWW: WWW.DAVISARCHITECTS.COM

CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TFG COAL CREEK PROPERTY, LLC

DATE: 10/20/10
 FILE NO.: 101001.000

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FIGURE TITLE: LANDSCAPE NOTES
 SHEET NUMBER: **05**
 05 of 18
 AMENDMENT 1



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8 & 9

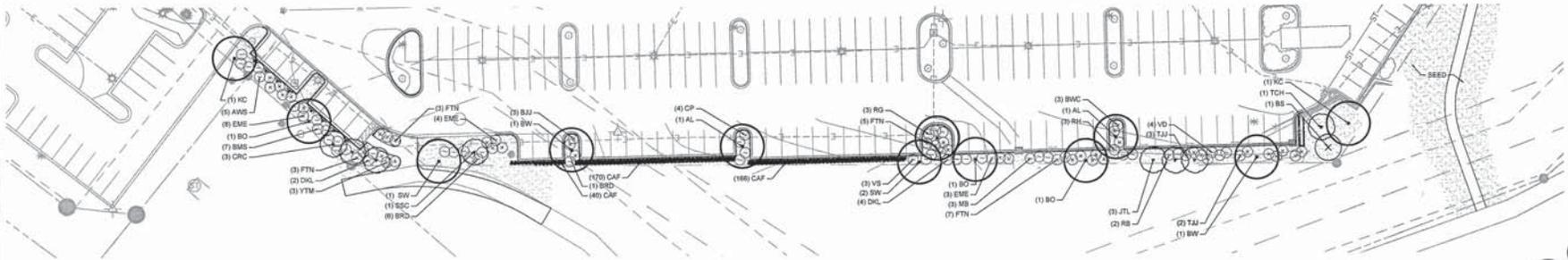
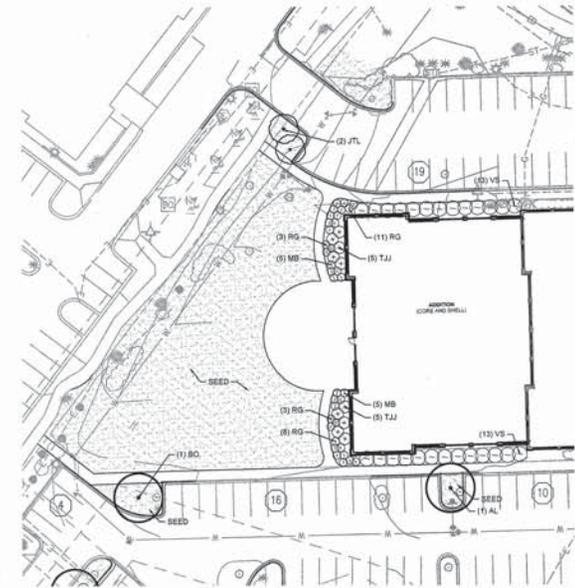
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LANDSCAPE PLAN
 SCALE: 1/800'-0"

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

LANDSCAPE PLANT LIST

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE & CONDITION
DECIDUOUS TREES				
2	KC	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICA	3" CAL. 888 SPECIMEN
2	BW	BLACK WALNUT	JUGLANS NIGRA	3" CAL. 888 SPECIMEN
3	AL	AMERICAN LINDEN	TILIA AMERICANA	3" CAL. 888 SPECIMEN
3	SW	SWAMP WHITE OAK	QUERCUS BICOLOR	3" CAL. 888 SPECIMEN
4	BO	BUR OAK	QUERCUS MACROCARPA	3" CAL. 888 SPECIMEN
EVERGREEN TREES				
1	BS	COLORADO BLUE SPRUCE	PICEA PUNGENS VAR. GLAUCA	NOTE: 25% TO BE 6" HT. 6-8" HT. SPECIMEN
ORNAMENTAL TREES				
1	SSC	SPRING SNOW CRAB	MALLUS 'SPRING SNOW'	3" CAL. 888 SPECIMEN
3	JTL	JAPANESE TREE LILAC	SYRINGA RETICULATA	8-10" CLUMP 888 SPECIMEN
3	CR	CANADA RED CHERRY	PRUNUS VIRGINIANA MELANOCARPA	3" CAL. 888 SPECIMEN
1	TCH	THORNLESS COCKSPUR HAWTHORNE	CRATAEGUS CRUS-GALLIVAR. INERMIS	3" CAL. 888 SPECIMEN
EVERGREEN SHRUBS				
10	YTH	YEW	TAXUS X MEDIA 'HICKSII'	30" HT. 5 GALLON CONT.
18	FTN	FIRETHORN	PYRACANTHA COCCINEA	30" HT. 5 GALLON CONT.
15	EMS	EUONYMUS MANHATTAN	EUONYMUS KAUZESCHOVICUS 'MANHATTAN'	30" HT. 5 GALLON CONT.
3	BWC	BIGLEAF WINTER CREEPER	EUONYMUS FORTUNEI 'SARCOXIE'	30" HT. 5 GALLON CONT.
3	BJ	BURFALO JUNIPER	JUNIPER SABINA SUFFALD	30" HT. 5 GALLON CONT.
20	TJ	TAMMY JUNIPER	JUNIPER CHINESE 'TAMANSICIFOLIA'	30" HT. 5 GALLON CONT.
DECIDUOUS SHRUBS				
5	AVS	ANTHONY WATERER SPIREA	SPIREA JAPONICA 'ANTHONY WATERER'	24" HT. 5 GALLON
7	BMS	BLUE HST SPIREA	CARYOPTERIS X CLANDONENSIS	24" HT. 5 GALLON
7	BRD	BAILEY REDTIP YEW DOGWOOD	CORNUS SERICEA 'BAILEY'	24" HT. 5 GALLON
4	CP	CISTENA FLUX	PRUNUS CISTENA	24" HT. 5 GALLON
6	DKL	DWARF KOREAN LILAC	SYRINGA MEYERI	24" HT. 5 GALLON
10	HB	MENTOR HARBESBY	BERBERIS X MENTORENSIS	24" HT. 5 GALLON
28	RG	YELLOW SHRUB ROSE	ROSA X 'GOLDEN WINGS'	24" HT. 5 GALLON
3	RH	PURPLE RED SHRUB ROSE	ROSA X 'HANGA'	24" HT. 5 GALLON
2	RB	RABBIT ERLUSH	CHRYSOTHAMUS MAUSEOUSUS ALBICAULIS	24" HT. 5 GALLON
29	VS	VANHOUTEES SPIREA	SPIREA VANHOTTETI	24" HT. 5 GALLON
4	VD	ARROWWOOD VIBURNUM	VIBURNUM DENTATUM	24" HT. 5 GALLON
ORNAMENTAL GRASSES				
376	CAF	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'	5 GALLON



DAVIS PARTNERSHIP ARCHITECTS
 1500 WEST 10TH AVENUE
 DENVER, CO 80202
 TEL: 303.733.1100
 FAX: 303.733.1101
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CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TFG COAL CREEK PROPERTY, LLC

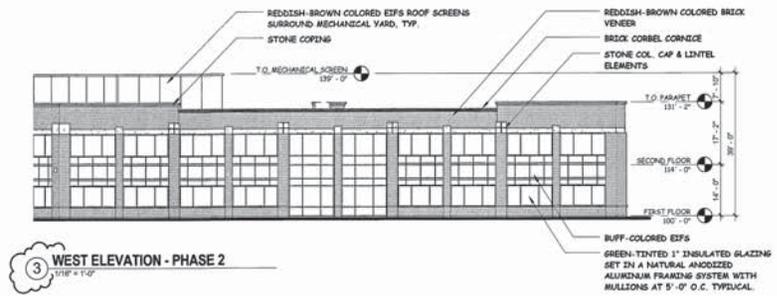
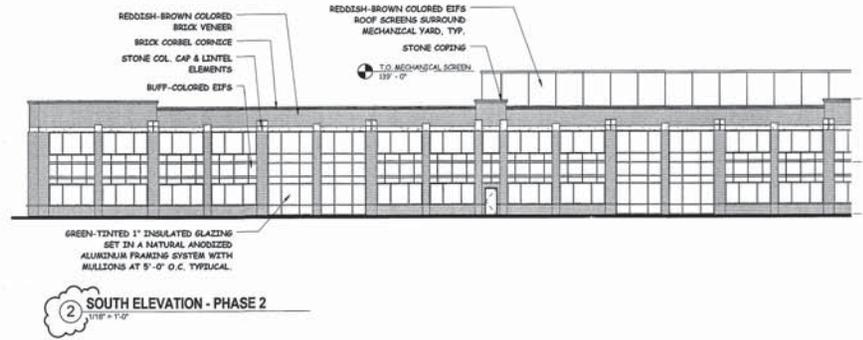
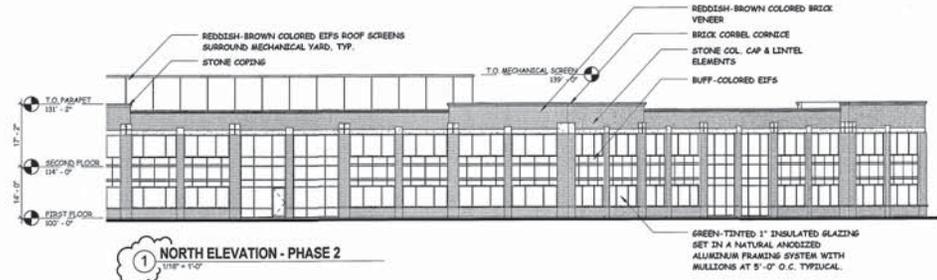
Date: 1/28/08
 Proj. No.: 08108.01.000

Revised/Planned	DATE
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PGI: Site Details	01/28/08
PGI: P&ID	01/28/08
PGI: SCHEDULE	01/28/08
PGI: SITE PLAN	01/28/08

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 06 of 16
 AMENDMENT 1

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A

COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



DAVIS PARTNERSHIP ARCHITECTS

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 SUITE 100
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 303.733.1100
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**CORPORATE CENTER I, AMENDMENT A
 LOT 2, COAL CREEK BUSINESS PARK**
 LOUISVILLE, COLORADO
 TPO COAL CREEK PROPERTY, LLC

Date: 1/26/11
 Proj. No.: 101001100

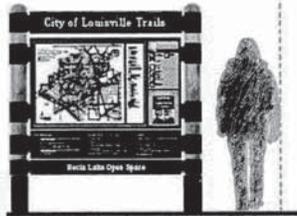
Revised/Issued	DATE
Final Issues	01/26/11

CROWING TITLE
 EXTERIOR ELEVATIONS

SHEET NUMBER

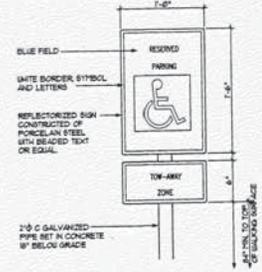
09
 09 of 16
 AMENDMENT 1

FINAL PLANNED UNIT DEVELOPMENT
COAL CREEK CORPORATE CENTER I, AMENDMENT A
 COAL CREEK BUSINESS PARK
 LOT 2, COAL CREEK BUSINESS PARK
 CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

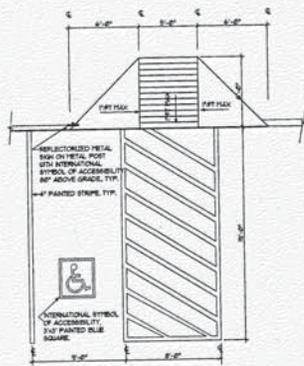


NOTE: CONCEPTUAL ELEVATION - FINAL DESIGN AND LOCATION AT TRAILHEAD TO BE COORDINATED WITH CITY OF LOUISVILLE PARKS AND OPEN SPACE

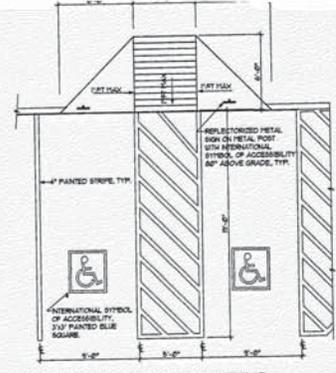
CONCEPTUAL TRAIL MAP KIOSK
 SCALE: NTS



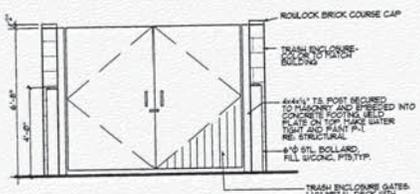
HANDICAPPED SIGN
 SCALE: NTS
 RE: SITE PLAN FOR LOCATIONS



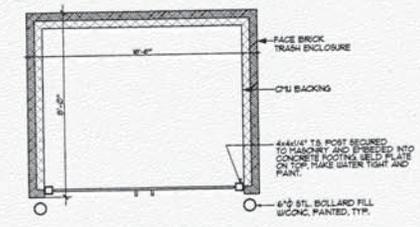
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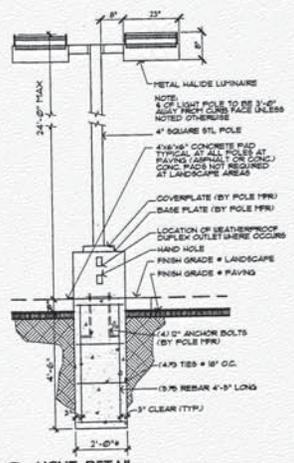
TYPICAL ACCESSIBLE PARKING
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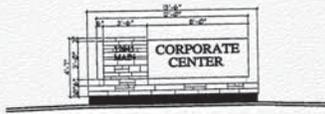
TRASH ENCLOSURE ELEVATION
 SCALE: NTS



TRASH ENCLOSURE PLAN
 SCALE: NTS



LIGHT DETAIL
 SCALE: NTS



MONUMENT SIGN
 SCALE: NTS

PROPOSED MATERIALS AND COLORS	SCHEME
MASONRY AND/OR BRICK	DOVER RED
EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)	BUFF
CONCRETE TILE ROOF	COLORADO BLEND
TRIM	CLASSIC COPPER AGED COPPER
STOREFRONT	CLEAR ANODIZED ALUMINUM

MATERIALS & COLORS
 SCALE: NTS



DAVIS PARTNERSHIP ARCHITECTS
 1000 17TH AVENUE, SUITE 1000
 DENVER, CO 80202
 303.733.1111
 WWW.DAVISARCHITECTS.COM

CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK
 LOUISVILLE, COLORADO
 TFG COAL CREEK PROPERTY, LLC

REVISION	DATE
1	10/10/21

DATE: 10/10/21
 SHEET NUMBER: 11



DAVIS
PARTNERSHIP
ARCHITECTS

10000 E. QUINCY AVENUE
DENVER, CO 80231
303.755.8800
WWW.DAVIS-PA.COM

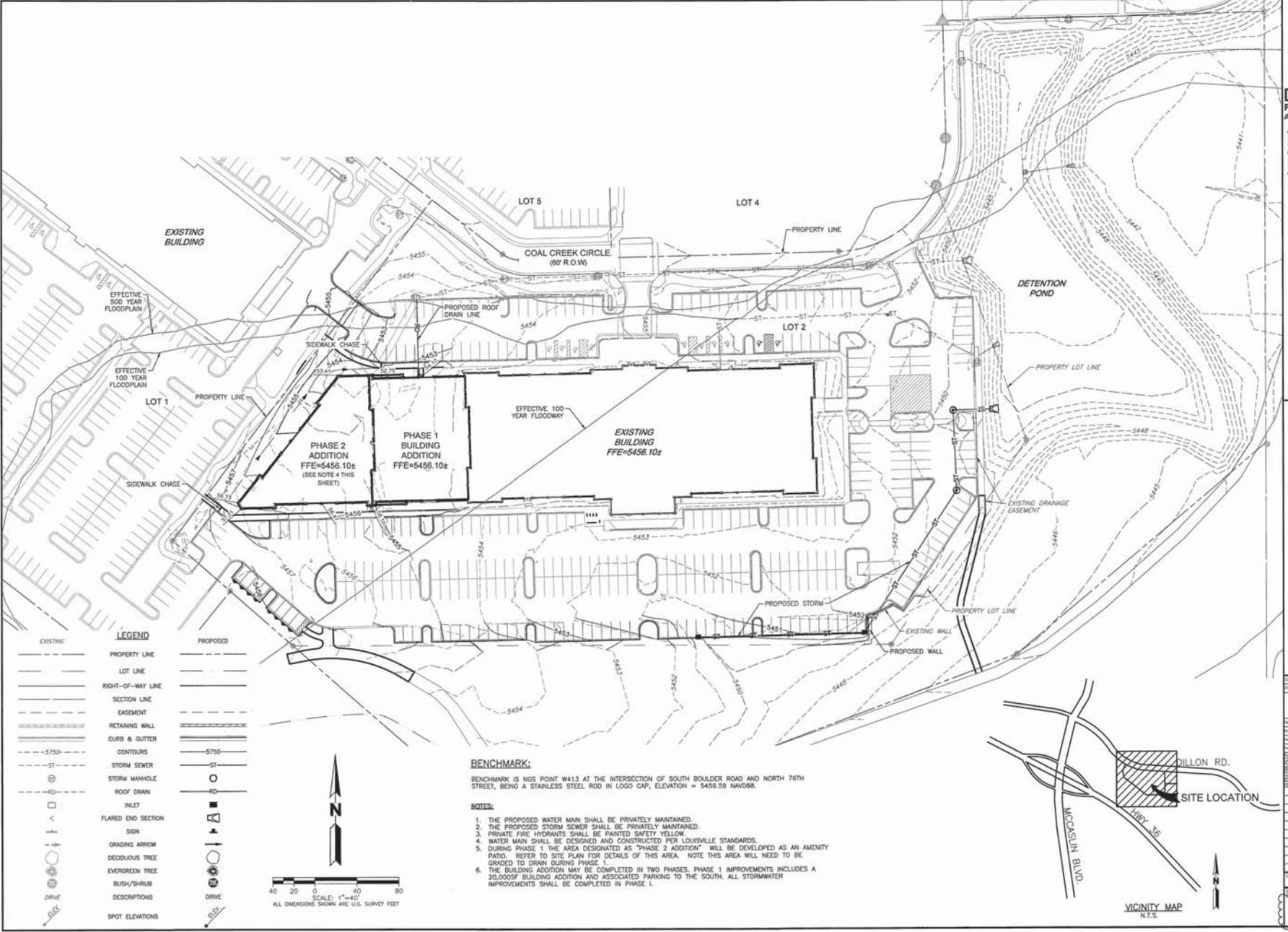
CORPORATE CENTER I, AMENDMENT A
LOT 2, COAL CREEK BUSINESS PARK
LOUISVILLE, COLORADO
TFG COAL CREEK PROPERTY, LLC

DATE: 1/28/16
PROJECT NO.: 16102-01-000

REVISION/ISSUE	DATE
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REV. 2	02/02/16
REV. 3	02/02/16
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REV. 100	02/02/16

DRAWING TITLE: 16102-01-000
DRAWING NO.: 16102-01-000
SCALE: N.T.S.

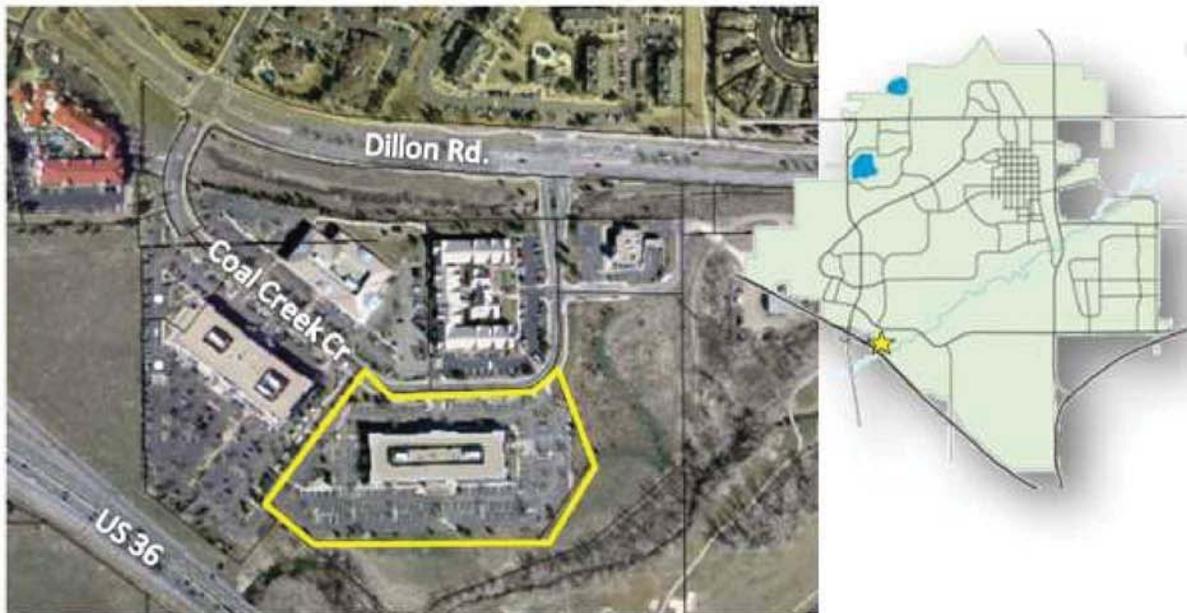
14
14 of 16
AMENDMENT 1



SUBJECT: RESOLUTION NO. 7, SERIES 2017 – A RESOLUTION APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT FOR COAL CREEK BUSINESS PARK AND AMENDED PLANNED UNIT DEVELOPMENT FOR CORPORATE CENTER I COAL CREEK BUSINESS PARK FOR A 40,000 SQ. FT. OFFICE EXPANSION (LOT 2 AND TRACT B COAL CREEK BUSINESS PARK) – MEDTRONIC EXPANSION

DATE: FEBRUARY 21, 2017

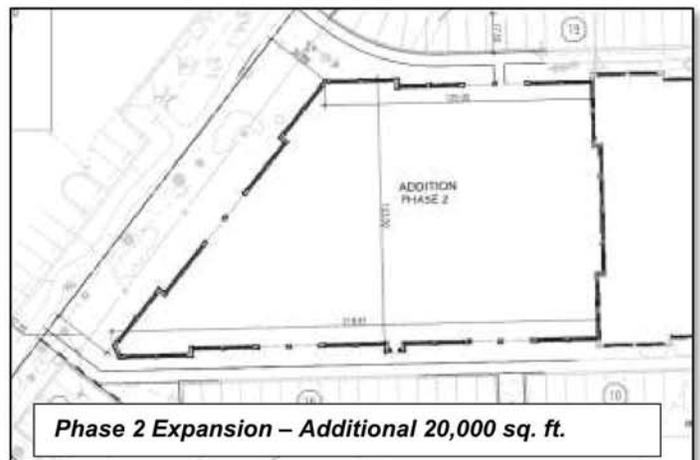
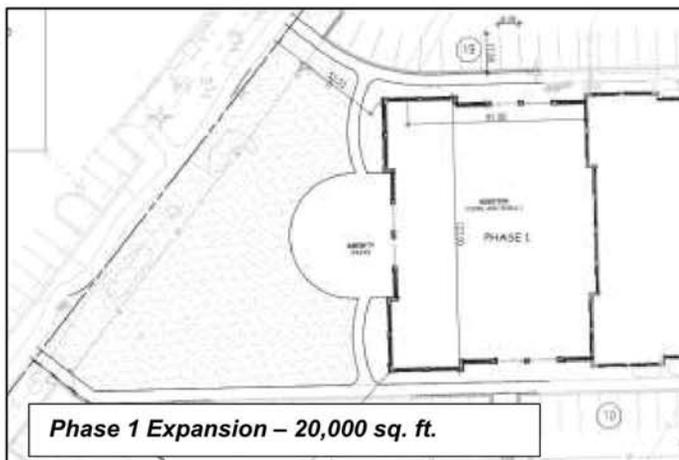
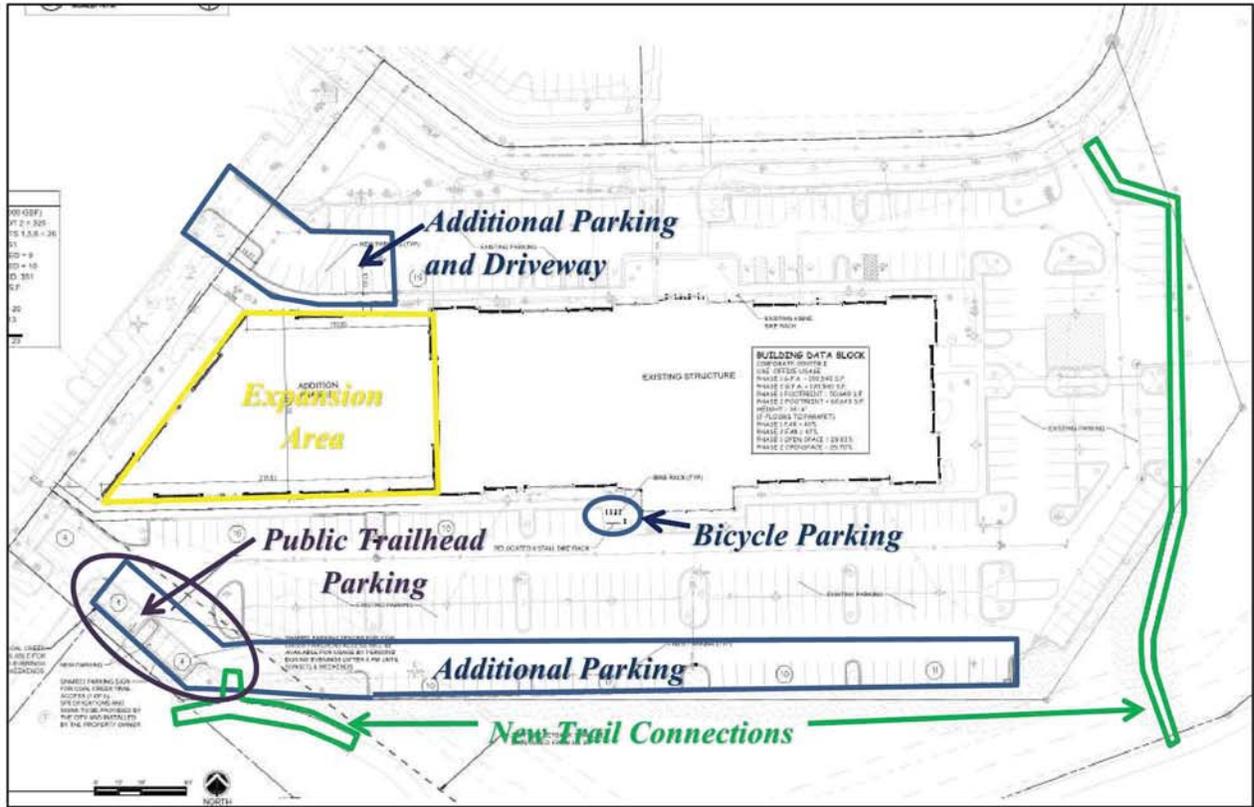
PRESENTED BY: ROBERT ZUCCARO, PLANNING AND BUILDING SAFETY DIRECTOR



PROPOSAL:

The applicant, Davis Partnership Architects, requests approval of amended Planned Unit Developments (PUDs) for Coal Creek Business Park and Corporate Center 1 Coal Creek Business Park for a 40,000 sq. ft. expansion of the existing 79,533 sq. ft. office building. The current tenant, Medtronic, requests the expansion be done in two phases, a 20,000 sq. ft. initial expansion with the option for a second 20,000 sq. ft. expansion if Medtronic were to need additional space in the future. The proposal also includes removal of parking on the west side of the existing office building to accommodate the expansion; the addition of parking on the north side of the expansion area and along the southern lot boundary; additional bicycle parking at the building entrance;

establishment of public trail head parking for the Coal Creek Trail; trail improvements and connections to the Coal Creek Trail within the adjacent open space parcel; and drainage and water quality improvements for the new development.



The property is governed by two PUDs – a PUD that covers the entire office park (Coal Creek Business Park PUD), and a site specific PUD for this office building (Corporate Center I PUD). Approval of the project requires amendments to both PUDs.

Coal Creek Business Park PUD

The applicant requests increases to the Coal Creek Business Park PUD Maximum Building Area for both the business park as a whole and for the subject parcel to accommodate the proposed expansion. The proposal is to increase the building area for Lot 2 from 32% of lot area to 47.5% of lot area; and to increase the maximum area for the office park from 280,000 sq. ft. of gross area and 250,000 sq. ft. of net leasable area to 318,000 sq. ft. of gross area and 284,000 sq. ft. of net leasable area. The original PUD allows unused density to be transferred to other parcels. However, the unused area (approximately 8,600 sq. ft.) is not enough to accommodate the proposed expansion.

MAXIMUM BUILDING AREA: *Existing PUD*

DEVELOPABLE LOTS		
LOT #	ACRES	CAP/LOT
1	5.14	34%
2	5.83	32%
3	1.38	10%
4	2.98	50%
5	3.86	32%
6	0.95	10%
OPEN/PUBLIC SPACES		
TRACT A	0.15	N/A
TRACT B	5.02	N/A
R.O.W.	0.18	N/A
TOTALS	25.49	

ALL LOTS SUBJECT TO LOUISVILLE CITY STANDARDS AND GUIDELINES. NOTWITHSTANDING THOSE GUIDELINES, THE FOLLOWING CONDITIONS SHALL APPLY:

1. MAXIMUM BUILDING AREA IN THE DEVELOPMENT IS LIMITED TO 280,000 SQUARE FEET BASED ON APPROXIMATELY 250,000 SQUARE FEET OF NET LEASABLE AREA.
2. MAXIMUM DENSITY/LOT SHALL NOT EXCEED CAP WITHOUT APPROVAL OF ALL REMAINING UNDEVELOPED LOT OWNERS.
3. UNUSED DENSITY ON AN INDIVIDUAL LOT MAY BE TRANSFERRED TO ANY OTHER LOT

MAXIMUM BUILDING AREA: *Proposed PUD*

DEVELOPABLE LOTS			EXISTING CONSTRUCTED SIZE ¹
LOT #	ACRES	CAP/LOT	AREA (GROSS SQ. FT.)
1	5.14	34%	78,422
2	5.83	47.5%	79,533
3	1.38	10%	6,119
4	2.98	50%	60,704
5	3.86	32%	52,734
6	0.95	10%	COMBINED WITH LOT 1
OPEN/PUBLIC SPACES			
TRACT A	0.15	N/A	N/A
TRACT B	5.02	N/A	N/A
R.O.W.	0.18	N/A	N/A
TOTALS	25.49		

ALL LOTS SUBJECT TO LOUISVILLE CITY STANDARDS AND GUIDELINES. NOTWITHSTANDING THOSE GUIDELINES, THE FOLLOWING CONDITIONS SHALL APPLY:

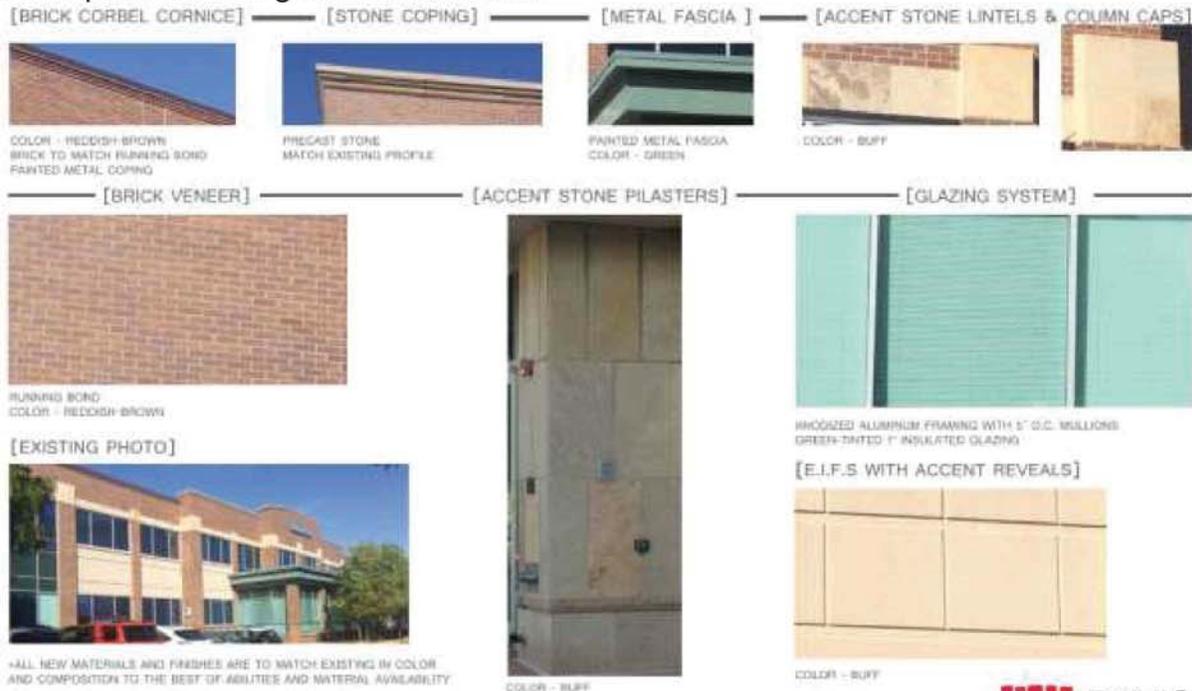
1. MAXIMUM BUILDING AREA IN THE DEVELOPMENT IS LIMITED TO 318,000 SQUARE FEET BASED ON APPROXIMATELY 284,000 SQUARE FEET OF NET LEASABLE AREA.
2. MAXIMUM DENSITY/LOT SHALL NOT EXCEED CAP WITHOUT APPROVAL OF ALL REMAINING UNDEVELOPED LOT OWNERS.
3. UNUSED DENSITY ON AN INDIVIDUAL LOT MAY BE TRANSFERRED TO ANY OTHER LOT
4. AS OF 11/10/2016 TOTAL EXISTING CONSTRUCTED AREA EQUALS 277,512 GROSS SQUARE FEET, OBTAINED FROM THE BOULDER COUNTY ACCESSOR.

Corporate Center I PUD

The amendments to the Corporate Center I PUD include the site-specific details for the proposed development. The plans include two site plans showing both proposed phases of expansion (Sheets 2 and 3). The site plans also show the parking expansion areas, trailhead and trail expansions. With the reduction of existing parking and additional parking provided, there is a net increase of one parking space. The trailhead parking proposal includes signs allowing public parking in eight stalls on weekends and from 5pm to sunset on weekdays.

The trail expansions extend into Parcel B of the subdivision. Both Lot 2 and Parcel B are under the same ownership and Parcel B includes a conservation easement to the City. The conservation easement requires the area to be preserved in a natural condition and allows passive recreation, trails and drainage facilities. Part of the Coal Creek Trail system currently runs through Tract B, and the proposed trail connections from Lot 2 will connect to the existing trail system. If approved, the applicant will need to provide access easements for the trail connections on Lot 2 and record such easements concurrently with the PUD.

The amendments include a landscape plan showing landscaping for both phases of development and additional landscaping along the south property boundary to buffer the parking (Sheets 4-7). The plans include architectural elevations for both phases of building expansion (Sheets 8-10). The expansion matches the design and materials of the existing building and includes red/brown brick, tan EIFS, stone and brick coping, stone pilasters and green metal fascia.



Coal Creek Business Park

TFG Coal Creek Property, LLC



The remaining plan sheets address parking details, utilities, grading and lighting plans for the expansion (Sheets 11-16). The plans include parking lot lighting at 24 feet in height to match the design and height of existing lighting.

Waivers

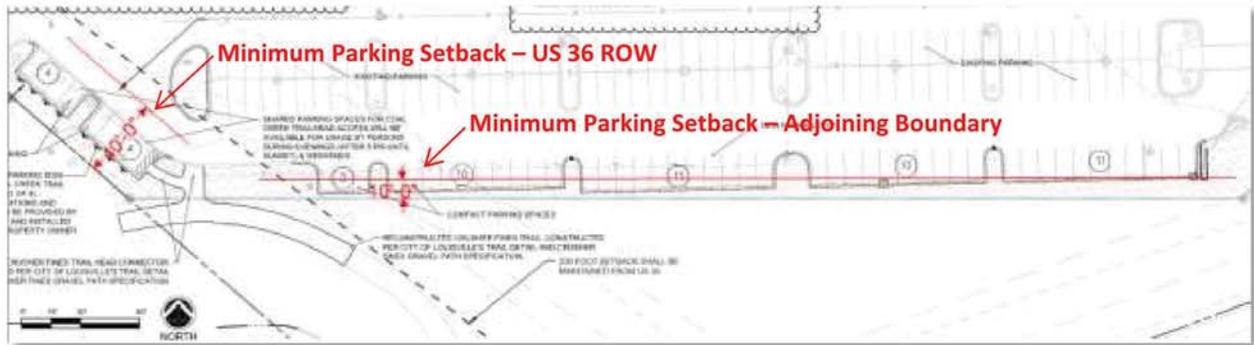
The applicant requests three waivers detailed below:

1. Max. Lot Coverage/Min. Open Space – The applicant requests the maximum lot coverage increase from 70% to 74.4% of lot area at Phase II buildout. At Phase I, building coverage would total 70.1%. The applicant requests a reduction in the corresponding minimum open space requirement of 30% to 25.6% at Phase II buildout and 29.9% at Phase I. The applicant notes that overall open space coverage for the office park would remain over 30%.

2. Minimum Parking – The applicant requests a reduction in the required parking from 4 spaces per 1,000 sq. ft. to 2.7 spaces per 1,000 square feet. At Phase I, the parking ratio would be 3.23 spaces per 1,000 sq. ft. The applicant notes that there is an existing shared parking and access agreement allowing parking on adjacent lots and currently the subject property and surrounding properties are not fully utilizing existing parking. According to the applicant, there are currently 26 spaces on adjacent lots above the minimum code requirements. Counting these additional spaces, the parking ratio equals 3.49 spaces per 1,000 sq. ft. at Phase I and 2.91 spaces per 1,000 square feet at Phase II.

Phase I - Required Parking	403 Spaces (4 spaces/1,000 sq. ft.)
Phase I - Provided Parking	327 Spaces (3.23 spaces/1,000 sq. ft.)
Phase II - Required Parking	483 Spaces (4 spaces/1,000 sq. ft.)
Phase II - Provided Parking	327 Spaces (2.7 spaces/1,000 sq. ft.)

3. Minimum Parking Setbacks – The applicant requests a 10' setback for a portion of the lot adjacent to the US 36 right of way where the code requires a minimum 40' setback. The right of way widens significantly adjacent to this short portion of the lot (see aerial below). The applicant also requests a setback ranging from 2' to 10' for the new parking isle on the south property boundary where the code requires a 10' minimum setback. The applicant notes that the new parking layout helps to improve an inefficient design and that there is still a large setback to US 36 and the southern property is adjacent to open space.



As justification for all waivers, the applicant states that development provides a benefit to the public through the proposal for public trailhead parking and expansion of trail connections to Coal Creek Trail. The applicant also notes that the parking reduction is justified by the trail connections and existing bicycle parking that will enhance multi-modal access to the site and that the property is with close proximity to the Coal Creek Trail and approximately ½ mile from the McCaslin Station Transit Center. The traffic study submitted with the application also addresses the parking waiver request in more detail and notes that the parking provided 2.7 spaces per 1,000 sq. ft. is close to the Institute of Transportation Engineers current parking manual average parking count for office buildings of 2.84 spaces per 1,000 sq. ft.

Waivers may be granted as part of a PUD when the City finds that “the development plan contains areas allocated for usable open space in common park area in excess of public use dedication requirements or that the modification or waiver is warranted by the design and amenities incorporated in the development plan....”

BACKGROUND:

The subject property is zoned Commercial Business (CB) and is part of the Coal Creek Business Park consisting of five office/commercial developments all zoned CB. The City approved the Coal Creek Business Park PUD the Corporate Center I PUD in 1998. Parcel B of the development includes stormwater detention for the development and a conservation easement, as was previously discussed. US 36 right of way borders the development to the south and west, Coal Creek Golf Course is located to the southeast and the Meadow Ridge and Centennial Greens apartments are located to the north of office park across Dillon Rd.

ANALYSIS:

Compliance with the CDDSG

The development is subject to the Commercial Development Design Standards and Guidelines (CDDSG).

Site Planning

Minimum setbacks for the building expansion are 10' from the internal property boundaries and 15' from a street boundary. The proposed expansion complies with these setback requirements. The proposal does not meet the parking setbacks of 40' from US 36 and 10' from an internal property boundary and the applicant requests waivers. The proposal is to set back the parking 10' from the US 36 right of way and between 2 and 10' from the internal south property boundary. Staff notes that the US 36 right of way is irregularly shaped in this area and the actual setback from US 36 is significantly greater than the adjacent lot to the west. The applicant is also able to provide sufficient landscape buffering between the parking expansion and the Tract B open space despite the narrow setback. Staff finds that the design and amenities proposed with the application justifies the waivers, including an improved parking lot design that creates a more efficient layout for the trailhead parking, extensive landscape buffering and trail improvements that result in significant design amenities and improved access to open space and trails.

The proposal does not meet maximum building coverage and minimum open space requirements and the applicant request waivers. The request is to allow a lot coverage of up to 74.4%, above the 70% maximum allowed, and open space coverage of 25.6%, below the 30% minimum coverage allowed. For the overall business park, open space coverage would exceed 30%. Staff finds that the design and amenities proposed with the application justifies the waivers, including the public trailhead and connections for the public and office park employees to the existing Coal Creek trail network and by providing improved multimodal access to a transit site that is approximately ½ mile from the development.

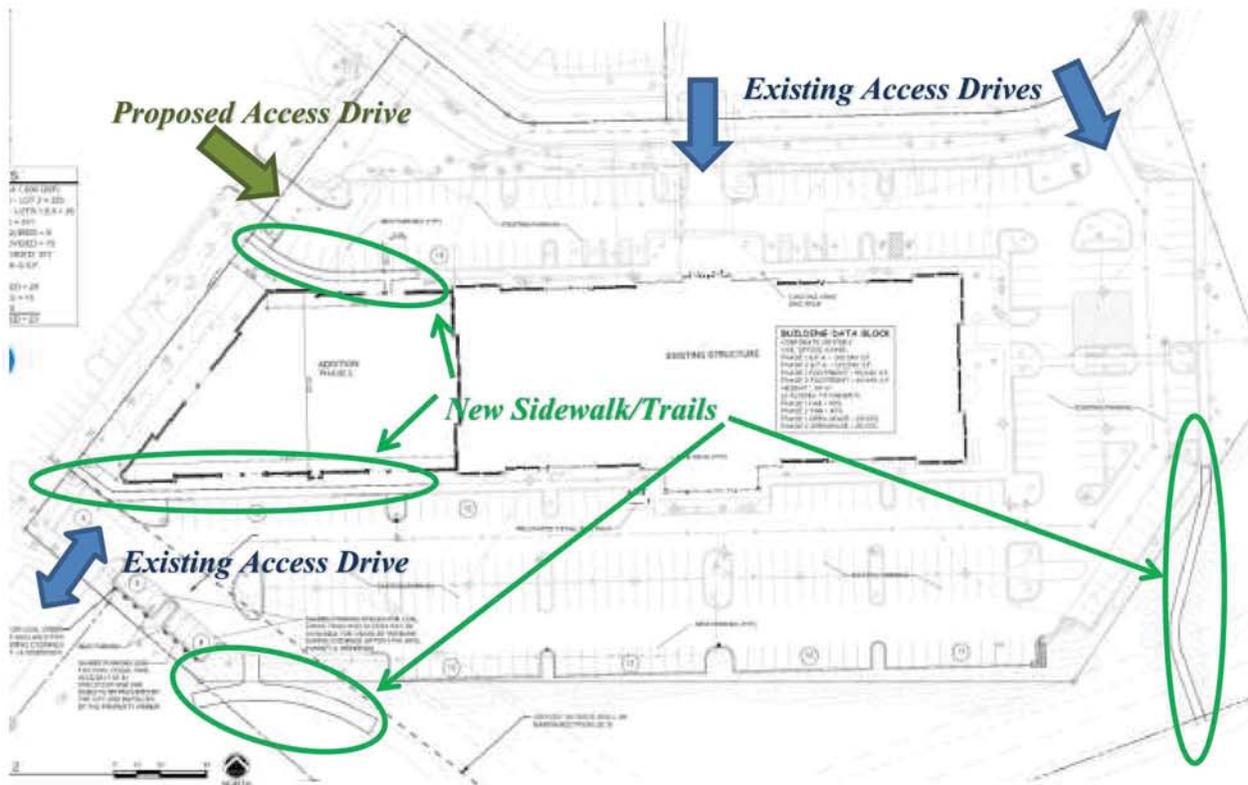
With waivers, staff finds that the proposal complies with the CDDSG site planning requirements.

Vehicular, Pedestrian and Bicycle Circulation

There are currently two vehicular access points to the property from Coal Creek Cr. and a cross access drive on the southwest side of the site with the adjacent property to the west. The proposal includes an additional driveway connecting to the adjacent property to the west. Staff finds that the site access and circulation meets the standards of the CDDSG.

The proposal provides additional pedestrian and bicycle connections. These include internal sidewalks connecting an existing sidewalk on the west side of the property to the building expansion and the proposed trail connections to Coal Creek Trail in Parcel B.

Staff finds that the proposal complies with the CDDSG vehicle, pedestrian and bicycle requirements.



Parking

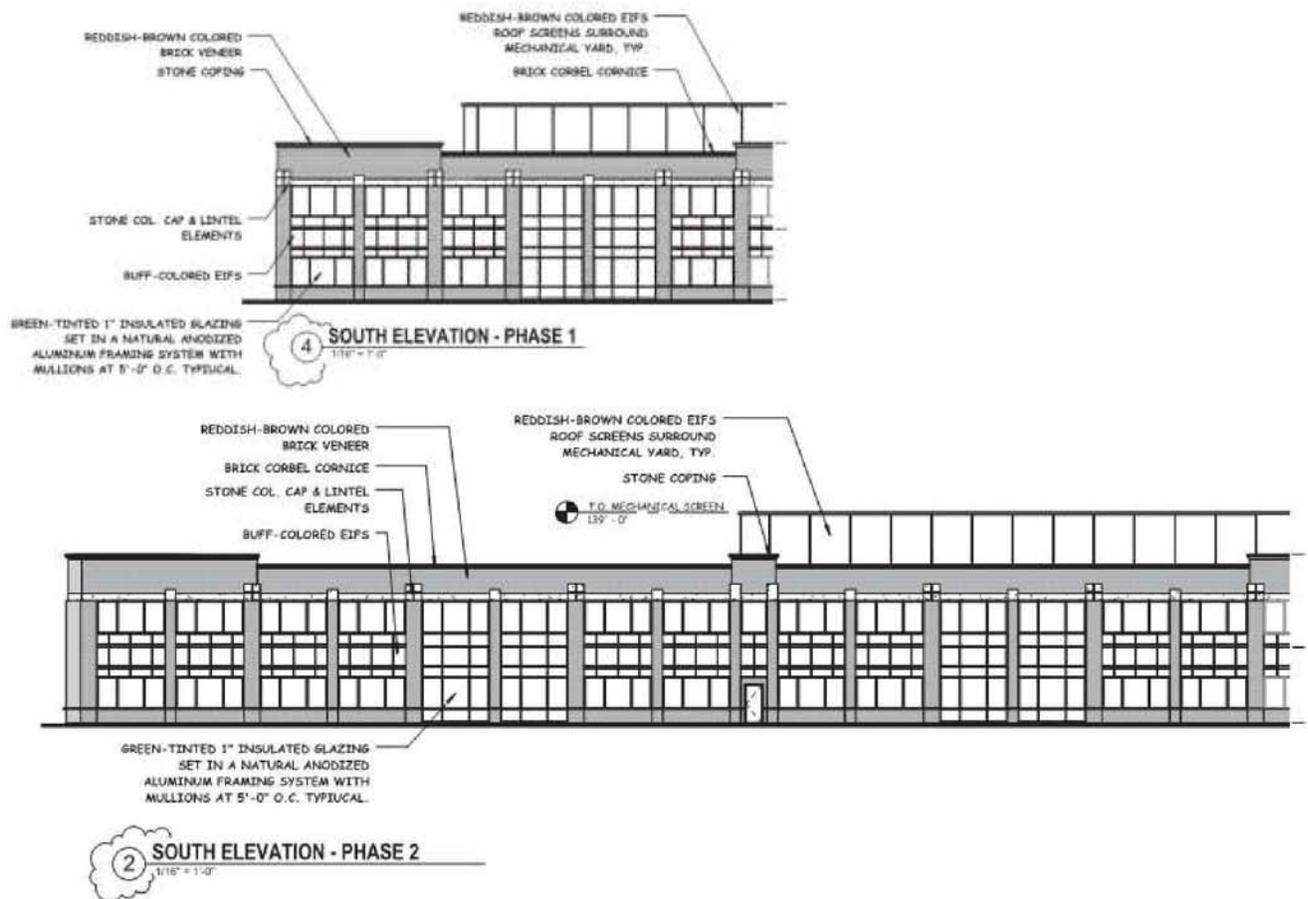
The proposal does not meet the requirement of four parking spaces per 1,000 sq. ft. of office development. The applicant requests a waiver from this standard to allow for 2.7 spaces per 1,000 sq. ft. Staff finds the proximity of the property to multimodal transportation infrastructure, including the Coal Creek Trail, US 36 Trail and McCaslin Station bus stop provides support for the parking waiver request. The proximity of these amenities will help reduce the demand for parking and the site design includes

enhanced connections to take advantage of the trail network and nearby transit. In addition, the trailhead parking and trail improvements result in significant design amenities and create access to open space and trails. The parking lot design also provides internal pedestrian connections, landscape bumpout islands and landscape screening in compliance with the CDDSG.

With the parking waiver, staff finds that the proposal complies with the CDDSG parking requirements.

Architecture

The architecture will match the current design of the building, which is compatible with the existing development in the office park. The height of the structure is 31' to the parapet and 39' to the mechanical screen. Maximum allowed height is 35' to the parapet and 42' to the mechanical screen. The architectural design includes horizontal and vertical elements with brick, EIFS and stone with muted colors.

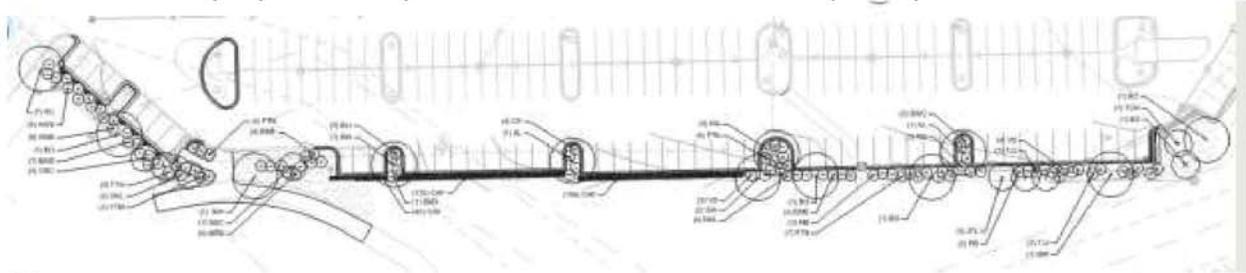


Staff finds that the proposal complies with the CDDSG architectural requirements.

Landscape Design

The proposal includes landscaping for both phases of development. The landscaping includes buffer landscaping for the new parking areas and a patio with lawn area on the west side of the addition for Phase I. Although the landscape buffer between the southern parking area and Tract B is narrow, the applicant proposes a mix of trees, shrubs and exceeds the required number of parking lot shade trees per the CDDSG.

Staff finds the proposal complies with the CDDSG landscape requirements.



Signs

The plans do not include any changes to the sign plan shown on the existing PUD.

Lighting

The proposal is to provide 24-foot tall parking lot lights to match the existing lights. The lights have a full cutoff fixture and meet the maximum height permitted of 24'. The plans also include photometrics demonstrating compliance with the CDDSG.

Staff finds the proposal complies with the CDDSG lighting requirements.

Traffic Impact

The applicant has provided a traffic impact evaluation included in the attached application materials. The evaluation notes that the proposed expansion would lead to about 450 more trips per day on the surrounding road network. This represents an increase of 11% in daily trips from the business park daily and 12-14% during peak travel times. The evaluation concludes that the surrounding road network is sufficient to accommodate the expansion and no new infrastructure is required.

Drainage Impact

The applicant has provided a drainage report and plan included in the attached application materials. The report finds that there is adequate volume in the existing detention pond to accommodate the proposed expansion. However, modifications to the outlet structure will be required.

Compliance with the PUD Criteria

Section 17.28.120 of the Louisville Municipal Code lists 13 criteria for Planned Unit Developments (PUDs) that must be satisfied or found not applicable for the City to approve the PUD. Staff finds that the proposal meets all applicable criteria. Staff is in support of the requested waivers as discussed above. With waiver, the proposal meets

all the requirements of the CDDSG and the proposed development is located in an existing office park with compatible development.

FLOODPLAIN DEVELOPMENT PERMIT:

The building expansion is located within the 100-year floodplain. Therefore, a floodplain development permit is required for this development. The City's Board of Adjustment reviews and has approval authority for floodplain permits. The Board of Adjustment reviewed the Floodplain Development Permit request on November 16, 2016 and granted approval. The Floodplain Development Permit includes provisions for floodproofing the portions of the structure below the floodplain elevation. The floodplain study in support of the permit found that the development would not alter the watercourse or cause a rise in flood elevations.

PLANNING COMMISSION REVIEW:

The Planning Commission reviewed this request at their January 12, 2017 meeting (minutes attached.). The Commission voted three in favor and one against approval with the following condition:

1. Prior to the City Council hearing the applicant shall provide a fire access plan showing the fire department apparatus can negotiate all turns in the development. Such plan shall be approved by the Louisville Fire District.

The applicant has submitted the required fire access plan. The fire district has reviewed and approved the plan.

OPEN SPACE ADVISORY BOARD:

The Open Space Advisory Board reviewed the trail alignments, trailhead and shared public parking request at their February 8th meeting and voted to recommend approval with a condition that the applicant provide an information sign at the trailhead in accordance with the Open Space, Parks and Trails Wayfinding Plan.

PUBLIC INPUT:

Staff has not received any public comment on this item.

FISCAL ANALYSIS:

The proposed development will add up to 40,000 square feet of office space to the Coal Creek Business Park. If approved, the expansion would add new jobs and employees into the local economy. Staff does not anticipate a negative fiscal impact associated with this request.

STAFF RECOMMENDATION:

Staff finds that the proposal complies with the CDDSG and PUD approval criteria in LMC Section 17.28.120 and recommends approval of Resolution No. XX, Series 2017, a resolution approving an Amended Planned Unit Development for Coal Creek Business

SUBJECT: RESOLUTION 7, SERIES 2017

DATE: FEBRUARY 21, 2017

PAGE 12 OF 12

Park and Amended Planned Unit Development for Corporate Center I Coal Creek Business Park for a 40,000 sq. ft. office expansion with the following conditions:

1. Prior to recordation of the PUDs and issuance of building permits, the applicant shall provide access easements in a form satisfactory to the City Attorney and Parks and Recreation Department for the trail connections.
2. Prior to recordation of the PUDs and issuance of building permits, the applicant shall amend the plans to include construction of a sign at the trailhead in accordance with the City of Louisville Open Space, Parks and Trail Wayfinding Plan.

ATTACHMENTS:

1. Resolution 7, Series 2017
2. [Link to Application Materials](#)
3. Coal Creek Business Park PUD
4. Corporate Center I PUD
5. November 16, 2016 Board of Adjustment Minutes
6. January 12, 2017 Planning Commission Minutes
7. Planning Commission Resolution 1, Series 2017
8. February 8, 2017 Parks and Recreation Department Review Letter
9. Presentation

**Planning Commission
Meeting Minutes
December 12th, 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
Jeff Moline
Dietrich Hoefner
Debra Williams
Keaton Howe (late entry)

Commission Members Absent: None.

Staff Members Present: Rob Zuccaro, Dir. of Planning & Building
Lisa Ritchie, Senior Planner
Harry Brennan, Planner II
Amelia Brackett Hogstad, Planning Clerk

APPROVAL OF AGENDA

Moline moved and Williams seconded a motion to approve the December 12th, 2019 agenda. Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Moline moved and Hoefner seconded a motion to approve the November 14th, 2019 minutes. Motion passed unanimously by voice vote.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARING ITEMS

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 Unit Development to allow construction of a 84,000 sf flex industrial structure and associated site improvements at 1875 Taylor Ave. (Resolution 18, Series 2019)

- Applicant: RVP Architecture
- Case Manager: Harry Brennan, Planner II

All required public notice was met.

Brauneis requested disclosures of conflicts of interest. None.

Rice stated that the Commission was considering the special use. He noted that there had been commercial use approved since 2016. The only question was whether a small-scale inn was appropriate, which he noted was different from a hotel. He thought it was compatible with the uses and that an inn where people are sleeping than offices and other commercial uses such as restaurants and bars and he was in favor of the request.

Hoefner thought a small hotel made a lot of sense for a small downtown. He noted that there was a hotel at the intersection of Pine and Main Street according to a 1915 photograph.

Moline agreed and stated that this hotel was compatible and he was compelled by staff's analysis of the five criteria. He noted that the public parking was not germane to today's application, he appreciated that staff and the applicant had been working on that since it was important to the community even though it was not needed in this application.

Brauneis appreciated the concern that there was a commercial and a residential part of downtown. He thought that something like this would be better for the residential than something like a bar. He appreciated that there was something charming about this use and he appreciated how something of this size worked in Niwot.

Williams stated that she was happy that the five criteria were met and she thought this was a win-win for downtown. There were a couple small bed and breakfasts on Arapahoe in Boulder with nearby residential. She felt good about the fact that the construction is what it is, whether it was commercial or hotel use. She appreciated the discussions of parking.

Hoefner moved to approve resolution 20, series 2019. Moline seconded. Approved unanimously by roll call vote.

Coal Creek Corporate Center 1 PUD Amendment Extension: A request for a three-year extension of the approval of the Coal Creek Corporate Center 1 PUD Amendment A (Resolution 21, Series 2019)

- Applicant: Davis Partnership Architects
- Case Manager: Lisa Ritchie, Senior Planner

Commissioner Howe joined the meeting.

Ritchie noted that the required public notice was met.

Brauneis asked if there were any conflicts of interest to disclose.

Williams recused herself on the grounds that her husband works for the tenant of the building.

Ritchie stated that the applicant was requesting an extension up to February 31st, 2023. The PUD is for a two-phase expansion of the office building. The process for a PUD

extension is same as the initial approval in 2017 and all current codes and policies are the same as 2017. Staff is recommending approval.

Brauneis asked for questions of staff. He invited the applicant to speak and asked for questions of the applicant. Seeing none, he asked for public comment. Seeing none, he asked for staff closing statement.

Ritchie said staff had no closing statement.

Rice stated that this was a relatively routine situation and it just seemed like the timing had not worked the way people had originally intended.

Moline agreed with Commissioner Rice and he did not think that anything had changed in the area.

Rice moved to approved Resolution 21, Series 2019. Howe seconded. Vote approved by roll call vote

DeLo Lofts PUD Extension: A request for a three-year extension of the approval of the DeLo Lofts PUD (Resolution 22, Series 2019)

- Applicant: Marathon Construction Management
- Case Manager: Lisa Ritchie, Senior Planner

Ritchie noted that all required public notice met.

Brauneis asked for conflicts of interest. None.

Ritchie described the history of the various policies and PUD changes. The plan authorized the construction of 33 residential apartment condos and eight live-work units in the buildings on the north side. The application was for a PUD extension to December 6, 2022. Staff found that the proposal continued to meet the applicable policies and regulations, since they were the same as when the original PUD was approved. Staff recommended approval, but Ritchie noted that there had been property maintenance compliance issues.

Hoefner asked what the compliance issues are on the property.

Zuccaro replied that there had been a dirt storage on the on the property for a while and staff had received some complaints.

Hoefner asked if there was still a dirt pile and if it was still a compliance issue.

Zuccaro replied that there was still a dirt pile and that they were still working with the applicant on the issue.

David DELO West LLC, stated that there was grading scheduled for tomorrow or next week. He noted that there was water draining onto a neighbor's property that they were working on.

City Council Public Hearing

January 21 2020

Coal Creek Corporate Center 1 PUD Amendment Three-Year Extension

Approval of Resolution No. 6, Series 2020, recommending approval of a request for a three-year extension of the approval of the Coal Creek Corporate Center 1 PUD Amendment

Public Notice Certification:

Published in the Boulder Daily Camera – November 24, 2019

Posted in Required Locations, Property Posted and Mailing Notice – November 22, 2019

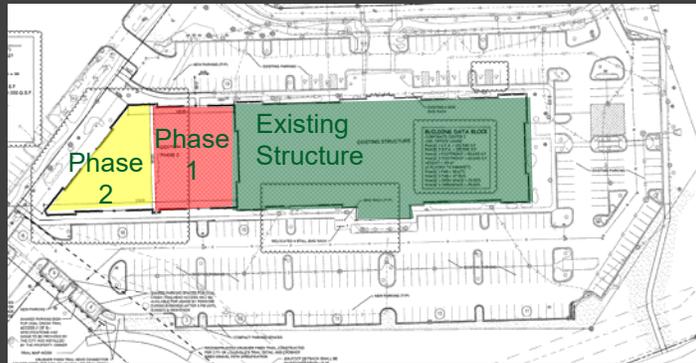
Coal Creek
Corporate
Center 1
PUD Extension
Vicinity Aerial



Coal Creek Corporate Center 1 PUD Extension

Background

- Coal Creek Business Park PUD approved in 1998
- Subsequent approval of Coal Creek Corporate Center 1 PUD, along with other lot specific PUDs for lot-by-lot development
- PUD Amendment to allow a two-phase expansion in 2017



Coal Creek Corporate Center 1 PUD Extension

Extension

PUD Extension

- Up to three years, February 21, 2023
- Same process as initial approval
- All current policies and regulations remain the same
 - Comprehensive Plan
 - CDDSG
- Proposal continues to meet the applicable policies and regulations

Coal Creek
Corporate
Center 1
PUD Extension
Staff Recommendation

- Staff recommends approval of **Resolution 6, Series 2020** for approval of a three-year extension of the approval of the Coal Creek Corporate Center 1 PUD Amendment

**SUBJECT: DISCUSSION/DIRECTION – COMMUNITY PARK DOG POND
CLOSURE ALTERNATIVES**

DATE: JANUARY 21, 2020

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

SUMMARY:

Community Park was completed and opened to the public in 2006. In order to accommodate the irrigation needs at the park a pond was incorporated into the park design to serve as a holding vessel for reuse water. Since that time the holding vessel has functioned to serve the irrigation needs on the site. Since its inception the pond has also been used by residents and visitors as a place for their dogs to play/engage in the water. This practice has continued until recently.

On September 3, 2019 the Colorado Department of Public Health and Environment (CDPHE) released a draft memo, “RE: Reclaimed Water Impoundments.” The memo required all recreational uses of Reclaimed Water Impoundments (RWI) be discontinued by September 30, 2019. Per CDPHE’s interpretation of the Reclaimed Water Control Regulation (Reg 84), all recreational uses of RWI’s are a violation of the Colorado Water Quality Control Act.

On September 12, City staff met to discuss short-term options that would allow the RWI to be in compliance with the directive from CDPHE. Due to the time of the year and the relatively small amount of water needed to complete the irrigation season, staff closed the dog pond immediately in order to switch the water source from reuse to potable water. Once the water source had been switched, the pond was reopened to dog use.

This provided a short-term fix to allow the dog park to remain open until the winter season when it traditionally closes. This also allowed staff to speak with PPLAB regarding the topic and begin preliminary evaluation of long-term options.

Potential Options

Options related to the dog pond at Community Park include the following:

1. Use potable water to fill the pond and irrigate the park. (This option would allow dogs to use the Pond)
2. Close the pond to use by dogs and provide an alternative water feature within the Dog Park.
3. Close the pond to use by dogs and consider no alternatives at this time.
4. Close the pond to use by dogs and consider future alternatives at other locations.

To clarify, none of the options would impact the dog park itself, only the pond within the boundary of the dog park.

FISCAL IMPACT:

The fiscal impact could range from \$0 with option #3 to several hundred thousand dollars over time if other options were chosen. Based on 2019 water use at Community Park the cost to provide potable water would have been approximately \$64,000 in that year. Similar fees would be expected in future years.

Costs for installing an alternative water feature start at \$12,500 for a basic water feature (i.e. 200 Sq ft basin with fresh water) and would increase based on the nature of the alternatives, additional infrastructure needed, whether it utilizes potable water or utilizes a recirculating system to reuse the water. Based on initial investigations, more elaborate water features could cost \$200,000 or more. There would be additional maintenance required to support any new amenities on site and those costs would need to be determined based on the final alternative chosen.

Staff is seeking direction on whether there is support for option #3 or whether City Council would like staff to further investigate potable water usage, alternative water features at the Community Park Dog Park for consideration in the 2021-22 budget cycle, or further alternatives at other locations.

The only option that would allow the pond to be accessible in 2020 would be option #1, use of potable water. Option #2 would require a closure of the pond to dog access while a CIP for an alternative water feature was developed. Option #3 would permanently close the pond to dog access. Option #4 would take a more long-term approach while considering other locations for a dog pond/amenities.

Regardless of the direction given staff will communicate next steps with the community and users of the Dog Park at Community Park.

PROGRAM/SUB-PROGRAM IMPACT:

This discussion is related to the Parks Program/Sub-Program. The Parks Division strives to provide well maintained, popular parks and facilities that provide multiple outdoor opportunities for residents of and visitors to Louisville to enjoy.

RECOMMENDATION:

Staff's recommendation is option #3 at this time. Based on potential costs, environmental sustainability of water use and research of other dog parks and their amenities closing the pond permanently is the recommended option. Staff recognizes that access to the pond has been appreciated by residents and visitors, but with the recent directive from CDPHE, the cost to provide this amenity as well as environmental sustainability concerns suggest the pond is not in the best interest of the City.

Staff discussed this topic with the Parks and Public Landscaping Advisory Board and they were supportive of option #3.

SUBJECT: COMMUNITY DOG PARK OPTIONS

DATE: JANUARY 21, 2020

PAGE 3 OF 3

ATTACHMENT(S):

1. CDPHE Reclaimed Water Impoundment Memo

STRATEGIC PLAN IMPACT:

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



COLORADO

Department of Public
Health & Environment

Date

WILL NEED TO BE POPULATED

Company

555 Address St. Apt. 55

Denver, CO 80555\

RE: Reclaimed Water Impoundments
TREATER NAME WILL NEED TO POPULATE

Dear Reclaimed Water treater Representative,

The Water Quality Control Division is providing this letter to require the above listed authorized reclaimed water treater (the treater) to submit information to the division to demonstrate compliance with the treater Notice of Authorization (NOA) and Reclaimed Water Control Regulation 84, and provide guidance regarding recreational activities that may be occurring in and around reclaimed water impoundments on use sites or within treater distribution systems authorized per an NOA to for reclaimed water under Regulation 84.

Within the last year, the division has identified two reclaimed water impoundments where fishing, with likely fish consumption, was occurring. The Colorado Water Quality Control Commission, through the requirements of Regulation 84, has limited the allowable uses for reclaimed water and required best management practices for the safe use of reclaimed water. None of the approved uses for reclaimed allow allow for exposure pathways and associated risks similar to what would occur with recreation uses of, or consumption of fish from, reclaimed water impoundments. Additional Water Quality Control Commission regulations identify extensive water quality criteria for the protection of human health associated with recreational uses of surface waters and fish consumption from those waters. The provisions regarding water quality criteria can be found in Regulation 31, Basic Standards and Methodologies for Surface Water. These standards far exceed the limited indicator standards provided for reclaimed water in Regulation 84. Therefore, it is incorrect to assume that because reclaimed water requirements include limitations for *E. coli* that this water can be considered absent of other pathogens, metals, and organics that can be harmful for human health.

Note that a treater may obtain a CDPS discharge permit to discharge reclaimed water into a surface water of the state, which would result in the receiving pond no longer being a reclaimed water impoundment since the point of compliance would be prior to the discharge. In this case, the CDPS permitting process would include an evaluation of pollutants and the permit would include effluent limits as determined necessary to protect for all designated uses, which may include recreation and fish consumption. If the treater is interested in this option, please contact the division. However, a response to this letter is still required. Current ponds that are filled with effluent discharged through a CDPS permit do not need to include these impoundments in the response to this letter.

Part II.B.2 of your Treater Notice of Authorization (NOA), requires the treater to provide information to the division “to determine compliance with [the] NOA and Regulation 84.” The division is separating this request into two deadlines to provide reasonable time to submit the required information.

For the following requirements, recreation uses of a reclaimed water impoundment include any fishing or uses that would invite non-incident contact with the reclaimed water by humans or pets, including but not limited to boating, swimming, dog swimming areas, or areas constructed or maintained to promote wading.

1) **Notification Regarding Unauthorized Uses - September 30, 2019**

84.6(D) requires that “(t)reaters and users planning to use reclaimed water shall have or obtain a NOA from the division prior to any use of reclaimed water.” The recreational use of a reclaimed water impoundment would be a “use” subject to this provision of Regulation 84. Since no NOAs have been issued for the use of reclaimed water impoundments for recreation, a treater providing or a user using a reclaimed water impoundment for a recreational use is a violation of Regulation 84 and the Colorado Water Quality Control Act. In addition, Part I.C.1.a.ii of the treater NOA requires the treater to implement oversight “to ensure, to the maximum extent practicable, that users attain and maintain compliance with Regulation 84.” All treaters in compliance with their NOA should already be aware of any potential recreational uses of reclaimed water impoundments, whether within their distribution system or at use sites. Therefore, an extended deadline is not be provided for submittal of information regarding any noncompliant use of reclaimed water impoundments for recreation.

No later than October 30, 2019, the treater shall provide to the division, either the information required in (a) or (b), relevant to reclaimed water impoundments located either within the treater distribution system or at a use site for which the treater provides reclaimed water:

- a) A notification of any reclaimed water impoundment where information or amenities are being provided to promote or invite a recreational use.
 - i) Specifically evaluate and identify:
 - (1) is information being provided (signs, internet, etc) that are in evidence at the use site or for which either the user or treater are aware that identifies that the impoundment is available for recreational uses or provide direction for those uses (e.g., rules for fishing, swimming, or boating).
 - (2) Are any scheduled fishing events (e.g., fishing derbies) are planned.
 - (3) Are any amenities present at the impoundment to encourage recreational uses, including but not limited to: fishing piers, boat rentals, boat ramps/launch areas, or areas maintained for swimming or other access into the water.
 - ii) For any impoundment identified per subpart (i), provide:
 - (1) The user NOA number for the site with a reclaimed water impoundment, or indicate if it is within the treater distribution system.
 - (2) The common name for the impoundment if applicable (e.g., how is the impoundment identified on maps).
 - (3) Location of the impoundment (if not identified on a User Plan to Comply)
 - (4) A description of the recreational use and the actions implemented or planned to resolve the violation and ensure no recreational uses of the impoundment are ongoing. Include the date(s) the actions have been, or will be completed. Note that any corrective actions to cease the unauthorized use of reclaimed water for recreation must be taken as soon as possible to address the potential human health impacts and noncompliance with the treater NOA and Regulation 84.
- b) A notification that no impoundments requiring identification in accordance with subpart (a) were identified.

2) **Inventory of Reclaimed Water Impoundments - April 30, 2020**

Complete an inventory of all sites with impoundments filled with reclaimed water to ensure compliance with the Treater NOA and Regulation 84, including the requirement in Part I.C.1.a.ii of the treater NOA requiring oversight to ensure compliance by users . **Information must address** reclaimed water impoundments located either within the treater’s distribution system or at a use site for which the treater provides reclaimed water. **No later than April 30, 2019, the treater shall provide to the division the following information** for each location where reclaimed water is present in an impoundment, lake, or otherwise stored in a location that where public access is allowed, including at

golf courses or similar locations where access occurs but is controlled.

- a) The user NOA number for the site with a reclaimed water impoundment, or indicate if it is within the treater distribution system.
- b) The common name for the impoundment if applicable (e.g., how is the impoundment identified on maps).
- c) Location of the impoundment if not identified on a User Plan to Comply (address with narrative description of location, or latitude and longitude).
- d) Are there signs located around the impoundment as required by the user NOA and Regulation 84.11(D)(3), includes posting of signs of sufficient size to be clearly read in all use areas; and with appropriate wording in the dominant language(s) expected to be spoken at the site.
- e) Potential for Fishing:
It is not required to answer affirmative to these questions if for carp and minnows, unless the treater or user is aware of fishing occurring.
 - i) Are recreational (game) fish present in the impoundment?
 - ii) Has the impoundment ever been stocked with recreational fish?
 - iii) If recreational fish are still present, what measures are taken by the treater and/or user to prevent fishing? The user and treater must implement measures as necessary to comply with the prohibition against unauthorized uses in Regulation 84. The user and treater are responsible for ensuring that no fishing occurs. Identify the measures that will ensure compliance, including practices to be implemented. The division's position is that some level of signage informing the public of the prohibition against fishing and recreation would be necessary to meet this requirement if recreational fish are present in a lake with public access. Note that that practices must be documented in the reuse system management plan.
- f) Does an outfall exist from the impoundment? If yes, to the knowledge of the treater and user? When was the most recent occurrence that the impoundment discharged via surface flows?
- g) Is the impoundment lined? Does the treater or user have any information available regarding if the pond would meet the required maximum seepage rate in regulation 61.14(9) for exclusion from CDPS discharge permitting (seepage from the impoundment does not exceed 1×10^{-6} cm/sec)? In accordance with Regulation 61.14 (5 CCR 1002- 61), a CDPS discharge permit is required for discharges of treated domestic wastewater, including reclaimed water from impoundments. Impoundments do not fall under the discharge permit exemption 61.14(1)(a)(v) for landscape irrigation with reclaimed water. Therefore, a CDPS discharge permit is required for the reclaimed water impoundments located at this site, or a waiver must be issued by the division in accordance with 61.14(9). At this time, the division is providing no deadline for action regarding potential groundwater discharge from reclaimed water impoundments.
- h) If additional impoundments with recreational uses are identified during this full inventory that were missed during the reporting required in Part 1 above (Notification Regarding Unauthorized Uses due October 30, 2019); provide the information for that impoundment as required under Part 1.a at this time, along with an explanation of why the information was not provided by October 30, 2019.

The information required above must be provided by the required deadlines, to: **Colorado Department of Public Health and Environment, WQCD-CW-B2, 4300 Cherry Creek Drive South, Denver, CO 80246-1530, Attn: Liz Lemonds**. If you have any questions, you may contact me at 303-692-3515 or Liz.Lemonds@state.co.us.

Sincerely

Elizabeth Lemonds

SUBJECT: DISCUSSION/DIRECTION – CITY COUNCIL SUMMER MEETING SCHEDULE

DATE: JANUARY 21, 2019

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Members of the City Council have asked about creating some extended time between meetings this summer to allow for vacation time as was done in previous years. The City Charter requires the Council hold at least two regular meetings each month.

Given that requirement, staff proposes these possible scenarios. Of course other options could also be considered. It should be noted that budget meetings may need to be scheduled in addition to the regular meetings, but whichever option is chosen no meetings will be scheduled during the break.

Option 1:

- June 2 – regular meeting
- June 9 – regular meeting
three weeks off
- Regular July schedule

Option 2:

- June 2 – regular meeting
- June 9 – regular meeting
four weeks off
- July 14 – regular meeting
- July 21 – study session
- July 30 – regular meeting

Option 3:

- June 2 – regular meeting
- June 9 – study session
- June 16 – regular meeting
four weeks off
- July 21 – regular meeting
- July 28 – regular meeting

Option 4:

- June 2 – regular meeting
- June 9 – regular meeting
five weeks off
- July 21 – regular meeting
- July 28 – regular meeting

Option 5:

- Regular June schedule
- July 7 – regular meeting
- July 14 regular meeting
four weeks off
- August 18 – regular meeting
- August 25 – regular meeting

FISCAL IMPACT:

None

SUBJECT: SUMMER MEETING SCHEDULE

DATE: JANUARY 22, 2019

PAGE 2 OF 2

RECOMMENDATION:

Discussion/Direction

ATTACHMENT(S):

None

STRATEGIC PLAN IMPACT:

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

**SUBJECT: ORDINANCE NO. 1789, SERIES 2020 – AN ORDINANCE
AMENDING CHAPTER 3.32 OF THE LOUISVILLE MUNICIPAL
CODE CONCERNING ADMINISTRATION OF THE RETAIL
MARIJUANA CULTIVATION FACILITY TAX AND AMENDING
CHAPTER 5.11 OF THE LOUISVILLE MUNICIPAL CODE
REGARDING RETAIL MARIJUANA SALES TO NONRESIDENTS
OF THE STATE OF COLORADO – FIRST READING, SET
PUBLIC HEARING 2/4/21**

DATE: JANUARY 21, 2020

**PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY
MEREDYTH MUTH, CITY CLERK**

SUMMARY:

By Ordinance No. 1776, Series 2019, adopted on July 23, 2019, the City Council referred to the City's voters a TABOR ballot issue imposing an excise tax of up to ten percent (10%) on retail marijuana cultivation facilities beginning January 1, 2020, which tax was to be imposed only if the voters approved a companion question asking whether such cultivation facilities should be permitted within the City. Both measures were approved by the voters at the November 5, 2019 election.

Since the 2019 election, the City Attorney's Office and the Finance Department have been working together to prepare for implementation of the excise tax. The Finance Department has identified some additional provisions from the City's sale and use tax code that it desires be added to the administrative procedures for the excise tax, which address record keeping, the confidential nature of tax information, the City's costs of collection, procedures for tax disputes, taxpayer appeals, and unlawful acts.

No retail marijuana cultivation facilities have opened for business since the approval of the ballot questions by the City's voters at the 2019 election. Adoption of this ordinance at this time will allow the additional administrative procedures to take effect prior to any such businesses becoming subject to the excise tax.

Additionally, this ordinance removes section 5.11.210.A.5 which currently prohibits retail marijuana stores from selling more than a quarter of an ounce of marijuana or more than a quarter of an ounce equivalent of retail marijuana product during a single transaction to a nonresident of the State of Colorado. This change would align the City's code with State law related to out of state residents and allow local stores to sell the same as stores in other municipalities. The City Council could remove this change if it would like to keep the more restrictive regulations for out of state residents.

FISCAL IMPACT:

None.

PROGRAM/SUB-PROGRAM IMPACT:

This ordinance creates regulations and administrative procedures for any new cultivation business and allows the Finance Department to provide controls to ensure the safeguarding of taxpayer information.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1789, Series 2020 on first reading and setting the public hearing for February 4, 2020.

ATTACHMENT(S):

1. Ordinance No. 1789, Series 2020
2. Ordinance No. 1776, Series 2019

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1789
SERIES 2020**

**AN ORDINANCE AMENDING CHAPTER 3.32 OF THE LOUISVILLE MUNICIPAL
CODE CONCERNING ADMINISTRATION OF THE RETAIL MARIJUANA
CULTIVATION FACILITY TAX AND AMENDING CHAPTER 5.11 OF THE
LOUISVILLE MUNICIPAL CODE REGARDING RETAIL MARIJUANA SALES TO
NONRESIDENTS OF THE STATE OF COLORADO**

WHEREAS, the City of Louisville (the “City”), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the “City Charter”); and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer’s Bill of Rights (“TABOR”) requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR; and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City Council may authorize the imposition of new taxes by ordinance and upon approval of the registered electors of the City; and

WHEREAS, pursuant to Section 7-6 of the City Charter, the City Council adopted Ordinance No. 1776, Series 2019, which submitted to a vote of the registered electors of the City Ballot Issue No. 2D, Retail Marijuana Cultivation Facility Excise Tax, and which Ballot Issue was approved by the voters; and

WHEREAS, in addition to submitting the Ballot Issue to the City’s voters, Ordinance No. 1776 added a new Chapter 3.32 to the Louisville Municipal Code concerning the Retail Marijuana Cultivation Facility Tax; and

WHEREAS, the City’s finance department has identified certain provisions that would be helpful to the efficient and effective collection and administration of the tax, and provide better service to the City’s businesses and taxpayers subject to the excise tax; and

WHEREAS, such administrative provisions set forth herein are not intended, and shall not be construed, to extend or increase the application, rate, or amount of tax or constitute a tax policy change directly causing a net tax revenue gain or decrease from the retail marijuana cultivation facility excise tax approved by Ballot Issue No. 2D; and

WHEREAS, House Bill 16-1261, adopted by the Colorado General Assembly and signed into law by the Governor on June 10, 2016, eliminated the quantity restriction contained in the state statutes for retail marijuana sales to nonresidents of the state of Colorado; and

WHEREAS, the City Council desires to eliminate the same restriction contained in Chapter 5.11 of the Louisville Municipal Code.

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

Section 1. Section 3.32.050 of the Louisville Municipal Code is hereby amended by the addition of a new subsection E to read as follows:

Sec. 3.32.050. Licensing; filing of returns; recordkeeping.

E. Tax information gained under the provisions of this Chapter 3.32 shall be kept confidential as set forth in Section 3.20.415 of this Code.

Section 2. Section 3.32.060 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 3.32.060. Books and records to be preserved.

A. Every retail marijuana cultivation facility, for a period of three (3) years, shall keep at each licensed place of business complete and accurate records for that place of business, including itemized invoices of all retail marijuana grown, held, shipped, or otherwise transported or sold to retail marijuana product manufacturing facilities, retail marijuana stores, or other retail marijuana cultivation facilities.

B. The records required by subsection A of this Section shall include the names and addresses of retail marijuana product manufacturing facilities, retail marijuana stores, or other retail marijuana cultivation facilities to which unprocessed retail marijuana is sold or transferred, the inventory of all unprocessed retail marijuana on hand, and other pertinent papers and documents relating to the sale or transfer of unprocessed retail marijuana.

C. A retail marijuana cultivation facility shall keep itemized invoices of all unprocessed marijuana transferred to retail marijuana stores owned or controlled by the owners of the retail marijuana cultivation facility.

D. If a retail marijuana cultivation facility does not provide files in an organized format and the auditors must go through the facility's files, folders, boxes, or other documents or records, in any form, in order to obtain records for audit, or if the facility fails to provide information in a timely fashion, the City

shall be entitled to charge an hourly fee for time spent organizing, gathering, or in any way assembling the facility's records for audit. Such fee shall be set by the City Manager or the Finance Director as the Manager's designee, and shall be based on the actual labor costs incurred by the City for such time spent.

Section 3. Section 3.32.090 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 3.32.090. Assessment and enforcement of tax liability; liens; dispute resolution; hearings; appeals.

A. The procedure for assessment of excise taxes under this Chapter shall be as set forth in Section 3.20.425 of this Code.

B. The excise tax imposed by this Chapter, together with all interest and penalties pertaining thereto, is a first and prior lien on tangible personal property in which the person responsible to collect and remit the tax has an ownership interest, subject only to valid mortgages or other liens of record at the time or and prior to the recording of a notice of lien as provided in Section 3.20.460 of this Code.

C. The provisions of Sections 3.20.400 (“Authority of Finance Director”), 3.20.455 (“Cost of collection”), 3.20.465 (“Foreclosure by distraint”), 3.20.470 (“Jeopardy assessment”), 3.20.475 (“Recovery by action at law”), 3.20.480 (Certification of delinquent tax to County”), and 3.20.485 (Other remedies; compromise”) of this Code govern the authority of the Finance Director to collect the taxes, penalties, and interest imposed by this Chapter and to impose the cost of collection of the same.

D. The provisions of 3.20.500 (“Tax disputes”), 3.20.510 (“Procedure for refund of disputed tax”), 3.20.520 (“Administrative hearings”), and 3.20.530 (“Time limitation for hearing requests”) of this Code govern disputes and hearings for the same that arise under this Chapter.

E. A taxpayer aggrieved by the final decision of the Finance Director after a hearing may have the same reviewed by the District Court. The procedure of review shall be in accordance with Rule 106 of the Colorado Rules of Civil Procedure. The petition or complaint for District Court review must be filed within 30 days from the date of the final decision of the Finance Director. Any party, including the City, may appeal the final order or decision of the Finance Director and, also, the decision of the District Court (or such other tribunal having jurisdiction), using all judicial, appellate, and extraordinary proceedings available.

Section 4. Chapter 3.32 of the Louisville Municipal Code is hereby amended by the

addition of a new Section 3.32.100 to read as follows:

Sec. 3.32.100. Unlawful acts.

It shall be unlawful for any retailer, consumer or any other person subject to this Chapter:

- A. To fail to make any required return by the due date;
- B. To make any false or fraudulent return or other filing under this chapter;
- C. To make any false statements in any return or in any other filing permitted or required by this chapter;
- D. To fail to make payment to the finance director by the due date of any taxes collected or due the City, or any interest or penalty due the City;
- E. To evade the collection or payment of any taxes collected or due the city or the payment of interest or penalty due the City;
- F. To fail to pay by the due date such tax, interest, penalty;
- G. To aid or abet another in any attempt to evade payment of such tax, interest, or penalty;
- H. To issue to the City a check in payment of any taxes collected or due the City or in payment of penalty or interest due the City, which check is dishonored by the drawee of the check. In any prosecution for a violation of this subsection, introduction of the check dishonored by the drawee, bearing notice of such dishonor from the drawee, shall constitute in evidence a prima facie showing that such check was issued by the drawer at a time when the drawer had on deposit with the drawee insufficient funds to allow the drawee to honor the check on presentment; or
- I. To violate any other provision of this Chapter.

Section 5. Chapter 5.11 of the Louisville Municipal Code, Retail Marijuana, is hereby amended by the repeal of subsection 5.11.210.A.5.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 7. 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 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of _____, 2020.

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 ____ day of _____, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

**ORDINANCE NO 1776
SERIES 2019**

AN ORDINANCE IMPOSING AN EXCISE TAX OF UP TO TEN PERCENT ON RETAIL MARIJUANA CULTIVATION FACILITIES BEGINNING JANUARY 1, 2020, TO BE IMPOSED ONLY IF THE REGISTERED ELECTORS OF THE CITY APPROVE A BALLOT QUESTION PERMITTING SUCH CULTIVATION FACILITIES WITHIN THE CITY, AND PROVIDING FOR THE SUBMISSION OF THE ORDINANCE TO A VOTE OF THE REGISTERED ELECTORS AT THE REGULAR ELECTION TO BE HELD NOVEMBER 5, 2019

WHEREAS, the City of Louisville (the “City”), is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City of Louisville Home Rule Charter (the “City Charter”), and

WHEREAS, the members of the City Council of the City (the “City Council”) have been duly elected and qualified, and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer’s Bill of Rights (“TABOR”) requires voter approval for any new tax, any increase in any tax rate, the creation of any debt, and the spending of certain funds above limits established by TABOR, and

WHEREAS, pursuant to Article 12 and Section 4-8 of the City Charter, the City Council may authorize the imposition of new taxes by ordinance and upon approval of the registered electors of the City; and

WHEREAS, pursuant to Section 7-6 of the City Charter, the City Council may submit any measure to a vote of the registered electors of the City, without receipt of any petition, and

WHEREAS, the City will hold a regular election on November 5, 2019 as a coordinated election pursuant to the Uniform Election Code of 1992, as amended, and

WHEREAS, TABOR requires that the City submit ballot issues, as defined in TABOR, to the City’s registered electors on specified election days before action can be taken on such ballot issues, and

WHEREAS, November 5, 2019, is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the City pursuant to TABOR, and

WHEREAS, the City Council is of the opinion that it should refer to the voters at the November 5, 2019 election a TABOR ballot issue concerning the imposition of an excise tax on retail marijuana cultivation facilities to begin January 1, 2020, to be imposed only if retail

marijuana cultivation facilities are permitted within the City, with the net proceeds of the excise tax to be used for those municipal purposes as further stated in this ordinance

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

Section 1. A regular municipal election will be held in the City of Louisville, County of Boulder, State of Colorado on Tuesday, November 5, 2019, between the hours of 7:00 a.m. and 7:00 p.m. (the "Election")

Section 2. Pursuant to the applicable provisions of the laws of the State of Colorado and the City Charter, the City Council hereby submits to the registered electors of the City at the Election the ballot issue specified in Section 3 of this ordinance

Section 3. The following ballot issue, certified in substantially the form set forth below, is hereby referred to the registered electors of the City and shall appear on the ballot of the Election.

BALLOT ISSUE NO _____

RETAIL MARIJUANA CULTIVATION FACILITY EXCISE TAX

SHALL CITY OF LOUISVILLE TAXES BE INCREASED BY \$200,000 IN 2020 (THE FIRST FULL FISCAL YEAR OF SUCH TAX INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2020, A NEW TAX ON THE FIRST SALE OR TRANSFER OF UNPROCESSED MARIJUANA BY A RETAIL MARIJUANA CULTIVATION FACILITY AT THE RATE OF FIVE PERCENT (5%) OF THE AVERAGE MARKET RATE, WHICH IS THE AVERAGE PRICE OF UNPROCESSED RETAIL MARIJUANA THAT IS SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY, WITH THE TAX REVENUES BEING USED TO PAY OR REIMBURSE THE CITY FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE CITY FOR TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE CITY, WITH THE RATE OF THE TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED TEN PERCENT (10%), IN ACCORDANCE WITH ANY ORDINANCES HEREAFTER APPROVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, PROVIDED THAT ANY SUCH TAX SHALL BE IMPOSED ONLY IF RETAIL MARIJUANA CULTIVATION FACILITIES ARE PERMITTED WITHIN THE CITY, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A

VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X SECTION 20 OF THE COLORADO CONSTITUTION, AND SHALL ORDINANCE NO 1776, SERIES 2019, WHICH IMPOSES THE TAX, BE APPROVED?

YES _____

NO _____

Section 4. If a majority of the registered electors voting at the Election vote “yes” in response to the ballot issue specified in Section 3 of this ordinance, the issue shall be deemed to have passed and the Louisville Municipal Code shall be amended as set forth in Section 5 of this ordinance.

Section 5. Title 3 of the Louisville Municipal Code is hereby amended by a new Chapter 3.32 to read as follows

TITLE 3 – REVENUE AND FINANCE

Chapter 3.32 – Retail Marijuana Cultivation Facility Tax

Sec. 3.32.010. Legislative intent.

The City Council intends that an additional excise tax be imposed on the first sale or transfer of marijuana by a retail marijuana cultivation facility, as licensed by Section 5 11 030.A.4 of this Code. The purpose of this tax is to increase the revenue base for the City to pay or reimburse the City for direct and indirect costs incurred or expended by the City for training, enforcement, and administration of all applicable marijuana laws and regulations, to support local drug and alcohol programs and facilities, and for other general purposes of the City] Revenues from the tax shall be deposited in the general fund and shall be available to pay for the expenses as set forth in this Chapter

Sec. 3.32.020. Definitions.

As used in this Chapter, unless the context clearly demonstrates otherwise, words and phrases shall have the meanings as defined in Section 5 11 020 of this Code. In addition, the following words and phrases shall have the following meanings.

A. *Average market rate* means the amount determined by the State of Colorado Department of Revenue pursuant to C.R.S § 39-28 8-101(1), or such alternate amount as may be determined by the Finance Director as the average price of unprocessed retail marijuana that is sold or transferred from a retail marijuana cultivation facility to a retail marijuana products, manufacturer, retail marijuana store or another retail marijuana cultivation facility

Ordinance No 1776, Series 2019
Page 3 of 8

B. *Retail marijuana* shall have the same meaning as defined in C.R.S. § 39-28 8-101(7)

C. *Sale* means any exchange or barter, in any manner or by any means whatsoever, for consideration.

D. *Transfer* means to grant, convey, hand over, assign, sell, exchange, or barter, in any manner or by any means, with or without consideration, any unprocessed retail marijuana or retail marijuana product from one licensee to another or to a consumer. A transfer includes the movement of retail marijuana or retail marijuana product from one licensed premises to another, even if both premises are contiguous, and even if both premises are owned by a single entity or individual or group of individuals and also includes a virtual transfer that is reflected on the Marijuana Inventory Tracking Solution (“MITS”) system, even if no physical movement of the retail marijuana occurs.

E. *Unprocessed retail marijuana* means all retail marijuana that is first transferred by a retail marijuana cultivation facility to a retail marijuana store or a retail marijuana products manufacturing facility, even though it may have gone through some processing, and even though it may be subject to further processing by another licensee

Sec. 3.32.030. Imposition and rate of tax, vendor liable for tax.

A. In addition to any other tax imposed by law, there is levied and shall be paid and collected an excise tax of five percent (5%) on the average market rate of unprocessed retail marijuana that is first sold or transferred from a retail marijuana cultivation facility located within the City. The excise tax shall be levied and owed irrespective of where delivery takes place

B. Each retail marijuana cultivation facility shall collect, remit, and pay the excise tax on the first sale or transfer of unprocessed retail marijuana.

Sec. 3.32.040. Taxes collected are held in trust.

All sums of money paid by a person as the additional excise tax imposed by this Chapter are public monies that are the property of the City. The person required to collect and remit the additional excise tax shall hold such monies in trust for the sole use and benefit of the City until paying them to the City

Sec. 3.32.050 Licensing; filing of returns, recordkeeping.

A. Every person with a duty to collect the excise tax imposed by this Chapter shall obtain a license as set forth in Section 3.20 402 of this Code to

collect the tax, report such taxes collected on forms prescribed by the Finance Director, remit such taxes to the City on or before the twentieth (20th) day of the month for the preceding month under report, and file such returns as provided in Section 3.20 406 of this Code. Any due date, payment date, or deadline for paying tax due, providing information, or taking other action that falls on a Saturday, Sunday, or legal holiday recognized by either the federal government or State of Colorado shall be extended to the first business day following such weekend or holiday

B Date of payment shall be evidenced by the postmark date if mailed or by the date the City receives confirmation that the funds have been received through ACH payment; otherwise, date of payment shall be evidenced by the date on the receipt issued by the City cashier. For good cause shown, and upon written request of the excise taxpayer, the Finance Director may extend the time for making returns and paying tax due. The request must be received by the Finance Director no later than two (2) days prior to the date the return is due. The Finance Director may also, upon advance written request of the excise taxpayer and in the Finance Director's sole discretion, authorize the filing of returns and payment of taxes at such intervals as will better accommodate the convenience of the taxpayer. The Finance Director may grant such request if it is determined, in the Finance Director's sole discretion, that the collection of the tax will not be jeopardized, that the realization of amounts owed will not be delayed, and that administrative hardship to the City will not be caused by reason of the granting of such request. Authorization for such alternate method of reporting may be revoked by the Finance Director if the taxpayer becomes delinquent or if the Finance Director otherwise determines in the Finance Director's sole discretion that such alternative method will jeopardize collection of the tax, result in delay of amounts owed, or otherwise cause administrative hardship to the City. Immediately following notice of such revocation, the taxpayer shall file returns and pay tax as otherwise required by this Chapter

C The excise tax license issued pursuant to Section 3.20 402 of this Code shall be valid so long as the business remains in continuous operation and the business holds a valid optional premises cultivation license or retail marijuana cultivation facility license from the City. Such license may be revoked as provided in Section 3.20 402 and is subject to all other conditions and requirements of Section 3.20 402. Requirements with regard to acquisition, inception, and cessation of a marijuana cultivation facility shall be as set forth in Section 3.20 410 of this Code.

D An excise taxpayer engaged in business at two or more locations within the City may file one return for all such locations, when accompanied by a supplemental schedule showing the gross sales of unprocessed marijuana at each location and the excise tax due for each location.

Sec. 3.32.060. Books and records to be preserved.

A. Every retail marijuana cultivation facility shall keep at each licensed place of business complete and accurate records for that place of business, including itemized invoices of all retail marijuana grown, held, shipped, or otherwise transported or sold to retail marijuana product manufacturing facilities, retail marijuana stores, or other retail marijuana cultivation facilities.

B The records required by subsection A of this Section shall include the names and addresses of retail marijuana product manufacturing facilities, retail marijuana stores, or other retail marijuana cultivation facilities to which unprocessed retail marijuana is sold or transferred, the inventory of all unprocessed retail marijuana on hand, and other pertinent papers and documents relating to the sale or transfer of unprocessed retail marijuana.

C A retail marijuana cultivation facility shall keep itemized invoices of all unprocessed marijuana transferred to retail marijuana stores owned or controlled by the owners of the retail marijuana cultivation facility

Sec. 3.32.070. Interest and penalties for failure to file tax return or pay tax.

Penalties and interest for failure of a person to collect the excise tax imposed by this Chapter or to make a return and remit the correct amount of tax required by this Chapter and the procedures for enforcing such penalties shall be as set forth in Section 3.20 430 of this Code (“Penalties and interest for failure to file tax return or pay tax.”)

Sec. 3.32.080. Refunds.

Procedures for refunds for overpayment of excise taxes paid under this Chapter are as set forth in Section 3.20 420 of this Code.

Sec. 3.32.090. Assessment and enforcement of tax liability; liens.

A. The procedure for assessment of excise taxes under this Chapter shall be as set forth in Section 3.20 425 of this Code

B The excise tax imposed by this Chapter, together with all interest and penalties pertaining thereto, is a first and prior lien on tangible personal property in which the person responsible to collect and remit the tax has an ownership interest, subject only to valid mortgages or other liens of record at the time or and prior to the recording of a notice of lien as provided in Section 3.20 460 of this Code.

C The provisions of Sections 3.20 400 (“Authority of Finance Director”), 3.20 465 (“Foreclosure by distraint”), 3.20 470 (“Jeopardy assessment”), 3.20 475 (“Recovery by action at law”), 3.20 480 (Certification of delinquent tax to County”), and 3.20 485 (Other remedies, compromise”) govern the authority of the Finance Director to collect the taxes, penalties, and interest imposed by this Chapter

Section 6. City tax revenues are estimated to increase by up to \$200,000 the first full fiscal year in which the excise tax provided for in this ordinance is in effect. However, the revenues from said sales and use tax may be collected and spent, regardless of whether said revenues, in any year after the first full year in which said sales and use tax is in effect, exceed the estimated dollar amount stated above, and without any other limitation or condition, and without limiting the collection or spending of any other revenues or funds by the City of Louisville, under Article X, Section 20 of the Colorado Constitution or any other law

Section 7 The provisions of this ordinance shall take effect, following passage and approval thereof as provided in Section 4, on January 1, 2020

Section 8. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council and the registered voters of the City hereby declare that they would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid. The tax established by this measure is intended to be authorized under any lawful means of taxation.

Section 9 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 10. Pursuant to Article XX of the Colorado Constitution and the City Charter, all state statutes that might otherwise apply in connection with the provisions of this ordinance (including, without limitation C.R.S § 31-11-111) are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and such statutes. Any such inconsistency or conflict is intended by the City Council and shall be deemed made pursuant to the authority of Article XX of the Colorado Constitution and the City Charter

Section 11. 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 9th day of July, 2019

Ordinance No 1776, Series 2019
Page 7 of 8

Robert P Muckle

Robert P Muckle, Mayor

ATTEST

Meredyth Muth

Meredyth Muth, City Clerk



APPROVED AS TO FORM.

Kelly PC

Kelly PC
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 23rd day of July, 2019

Robert P Muckle

Robert P Muckle, Mayor

ATTEST

Meredyth Muth

Meredyth Muth, City Clerk



**SUBJECT: ORDINANCE NO. 1790, SERIES 2020 – AN ORDINANCE
AMENDING LOUISVILLE MUNICIPAL CODE TITLE 9
REGARDING OFFENSES AGAINST PUBLIC PEACE – 1ST
READING, SET PUBLIC HEARING 2/4/20**

DATE: JANUARY 21, 2020

PRESENTED BY: COLETTE CRIBARI, MUNICIPAL PROSECUTOR

SUMMARY:

The first portion of the attached ordinance includes changes to Chapter 9.32 of the City's Municipal Code, Offenses against Public Peace, including Section 9.32.010 Disorderly Conduct, Sec. 9.32.030 Harassment, Sec. 9.32.035 Indecent Exposure, and 9.32.050 Use of Fighting Words.

A second portion of the attached ordinance amends Section 9.34.010, Disturbances. These changes are made to simplify the Code and to change the language in the Code to more closely track similar language under the Colorado Revised Statutes for similar charges under Colorado law. The amendments are as follows:

DISORDERLY CONDUCT

The first change would amend Title 9, Chapter 9.32 Disorderly Conduct by changing the title from "Disorderly Conduct" to "Offenses against Public Peace, Order and Decency". The title of Sec. 9.32.010 would be changed from "Defined, prohibited" to "Disorderly Conduct". In addition, Sec. 9.32.030 "Harassment" would be amended. Language is also added to Sec. 9.32.035 "Indecent Exposure" to include intent. Finally, Sec. 9.32.050 "Use of Fighting Words" is deleted in its entirety because the language is added to the section on "Disorderly Conduct" and "Harassment".

The language within all the named sections is amended to more closely follow language under the Colorado Revised Statutes regarding similar offenses. The current language under the Municipal Code regarding these various sections violates provisions of the First Amendment Constitutional right to free speech, according to Colorado court decisions.

The second change would amend Title 9 Chapter 9.34 Disturbances by adding language that exempts city employees, volunteers, contractors, firefighters, emergency and rescue personnel and law enforcement officers from the prohibitions of the Code regarding disturbances.

FISCAL IMPACT: None

SUBJECT: ORDINANCE NO. 1790, SERIES 2020

DATE: JANUARY 21, 2020

PAGE 2 OF 2

PROGRAM/SUB-PROGRAM IMPACT:

The changes help the Court meeting the goal of having a justice system that is fair, effective, and efficient.

RECOMMENDATION:

Staff recommends the City Council approve Ordinance No. 1790, Series 2020 on first reading and set a public hearing for February 4, 2020.

ATTACHMENT(S):

1. Ordinance No. 1790, Series 2020

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1790
SERIES 2020**

**AN ORDINANCE AMENDING LOUISVILLE MUNICIPAL CODE TITLE 9
REGARDING OFFENSES AGAINST PUBLIC PEACE**

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, the City Council is authorized by the City Charter and state law, including without limitation C.R.S. § 31-15-401 et seq., to adopt and enforce regulations which may be necessary for the promotion of public safety and peace and to impose penalties upon parties who affect the health, safety and peace of others; and

WHEREAS, the City Council desires to amend various provisions of Title 9 of the Louisville Municipal Code to update its offenses against public peace, including without limitation amendments to the Louisville Municipal Code to define offenses against public peace punishable by the Louisville Municipal Court;

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

Section 1. Chapter 9.32 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

Chapter 9.32—~~DISORDERLY CONDUCT~~ OFFENSES AGAINST PUBLIC PEACE,
ORDER AND DECENCY

Sec. 9.32.010.	Defined; prohibited. <u>Disorderly Conduct</u>
Sec. 9.32.020.	Assault
Sec. 9.32. 025 <u>030</u>	Threat of reprisal
Sec. 9.32. 030 <u>040</u>	Harassment
Sec. 9.32. 035 <u>050</u>	Indecent exposure
Sec. 9.32. 040 <u>060</u>	Urinating in public prohibited
Sec. 9.32.050.	Use of fighting words

Sec. 9.32.010. ~~Defined; prohibited.~~ Disorderly Conduct

- A. It shall be unlawful for any person to commit any act which constitutes disorderly conduct as defined in this section.
- B. A person commits “disorderly conduct” if he or she intentionally, knowingly or recklessly:
 - 1. ~~Fights or brawls with another person~~ Fights with another in a public place except in an amateur or professional contest of athletic skill; or

2. Makes loud or unreasonable noise in a public place or near a private residence that he or she has no right to occupy; or
 3. Abuses or threatens another person or repeatedly makes coarse and obviously offensive utterances, gestures, or displays in a in a public place in such a manner as to cause the likelihood of a fight or brawl; and the abuse, threat or utterance, gesture, or display tends to incite an immediate breach of the peace; or
 4. Commits any act which is likely to lead to an immediate breach or disturbance of the peace; or
 5. Permits any conduct in any house or upon any premises owned or possessed by him or under his management or control, and within his power to prevent, so that others in the vicinity are disturbed thereby, or
 6. Not being a peace officer, discharges a firearm in a public place except when engaged in lawful target practice or hunting or the ritual discharge of blank ammunition cartridges as an attendee at a funeral for a deceased person who was a veteran of the armed forces of the United States.
- ~~C. It is an affirmative defense to prosecution under subsection B of this section that the actor had significant provocation for his abusive or threatening conduct.~~

9.32.020 **Assault** *(no additional changes to this section of the Code)*

~~9.32.025-030~~ **Threat of reprisal** *(no additional changes to this section of the Code)*

9.32.030 040 **Harassment**

It is unlawful for any person, with the intent to harass, annoy or alarm another person, to:

- A. Follow a person in or about a public place; or
- B. ~~(Reserved)~~ Directly or indirectly initiate communication with a person, or direct language toward another person, anonymously or otherwise, by telephone, telephone network, computer, computer network, ~~or~~ computer system, or other interactive electronic medium in a manner intended to harass or threaten bodily injury or property damage, or make any comment, request, suggestion or proposal by telephone, computer, computer network, ~~or~~ computer system or other interactive electronic medium that is obscene; or
- C. Make a telephone call or cause a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation; or
- D. Make repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property; or
- E. Strike, shove, kick or otherwise touch or subject another person to physical contact; or

- F. ~~In a public place, direct obscene language or make an obscene gesture to or at another person. Repeatedly insult, taunt, challenge, or make communications in offensively coarse language to another in a manner likely to provoke a violent or disorderly response. If the person to who such insult, taunt or challenge is directed is a police officer, there is no violation of this section until the police officer requests the person to cease and discontinue the conduct, and the person repeats or continues the conduct.~~
- G. As used in this section, unless the context otherwise requires, “obscene” means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.
- H. Any act prohibited by paragraphs B or C of this section may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail, or other electronic communication was either made or received.

9.32.035050 Indecent Exposure

It is unlawful for any person to indecently expose himself or herself. A person commits indecent exposure if he/she knowingly exposes his or her genitals to the view of any person under circumstances in which such conduct is likely to cause affront or alarm to such other person, with the intent to arouse or to satisfy the sexual desire of any person.

9.32.040060 Urinating in public prohibited. *(no additional changes to this section of the Code)*

~~**9.32.050 Use of fighting words.**~~

~~It is unlawful for any person to insult, taunt or challenge another person in a manner likely to provoke a violent or disorderly response. If the person to who such insult, taunt or challenge is directed is a police officer, there is no violation of this section until the police officer requests the person to cease and discontinue the conduct, and the person repeats or continues the conduct.~~

Section 2. Section 9.34.010 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted are shown in ~~strikeout~~; words to be added are underlined):

Sec. 9.34.010 Disturbance of the peace.

- A. It is unlawful for any person to disturb or tend to disturb the peace and quiet of others by violent, tumultuous, offensive or obstreperous conduct or loud or unusual noises.
- B. The following acts are declared to be loud, disturbing or unnecessary noises in violation of this section: but shall not be deemed to be exclusive or limiting;

1. The using, operating or permitting to be played, used or operated, any radio receiving set, musical instrument, phonograph, or other device for producing or reproducing sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for any persons in the structure or vehicle in which the device is operated and who are voluntary listeners thereto. The operation of any such device between the hours of 12:00 midnight and 6:00 a.m. in such manner as to be plainly audible at a distance of 50 feet from the structure or vehicle in which it is located is prima facie evidence of a violation of this section.
2. Yelling, shouting, hooting, whistling or singing, particularly between the hours of 12:00 midnight to 6:00 a.m. or at any time or place as to annoy or disturb the quiet, comfort, or response of any persons in the vicinity.
3. City employees, city volunteers, city contractors, firefighters, emergency and rescue personnel, and law enforcement officers acting in the lawful performance of their duties are exempt from the prohibition in section 9.34.010.

Section 3. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 4. 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 5. 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 21st day of January, 2020.

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 4th day of February, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: ORDINANCE NO 1791, SERIES 2020 – AN ORDINANCE
AMENDING VARIOUS PROVISIONS OF THE LOUISVILLE
MUNICIPAL CODE REGARDING WATER AND SEWER TAP
FEES – 1st READING, SET PUBLIC HEARING 2/4/20**

DATE: JANUARY 21, 2020

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff recommends approval of the proposed changes to the municipal code to allow for water right dedication as a replacement to a portion of the water tap fees.

At the November 25, 2019 City Council meeting information about the establishment of City water tap fees was provided. As outlined at this meeting, Staff proposed modifications to the municipal code to allow for an alternative of providing water rights in lieu of the water resource portion of the tap fee.

The water resources portion of the tap fee provides funding for the City to acquire the appropriate supplies to serve the anticipated usage needs of the water utility connection. The water resource portion makes up approximately 74% of the proposed 2020 fee and continues to be the largest contributor for the last two tap fee increases. This alternative method will provide an equivalent option to utilize free-market conditions for those interested in development within the City.

FISCAL IMPACT:

The tap fees impact help support the City's cost to purchase water, as well as the costs associated with water facilities and capital projects, such as pipes, water treatment, water storage, and water pumping. Water rights in lieu of cash payments will have a zero net impact to the utility system.

PROGRAM/SUB-PROGRAM IMPACT:

This item impacts the Utilities program area, Water sub-program. Tap fees help the city fulfill the goal of ensuring safe, reliable, great tasting water.

RECOMMENDATION:

Approve Ordinance No. 1791, Series 2020 on first reading, send it out for publication and set for public hearing and second and final reading on February 4, 2020.

ATTACHMENT(S):

1. Ordinance No. 1791, Series 2020

SUBJECT: ORDINANCE NO. 1791, SERIES 2020

DATE: JANUARY 21, 2020

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1791
SERIES 2020**

**AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE LOUISVILLE
MUNICIPAL CODE REGARDING WATER AND SEWER TAP FEES**

WHEREAS, the City Council is authorized by the Louisville Home Rule Charter and state law, including but not limited to Charter Section 13-2 and C.R.S. §§ 31-15-708 and 31-35-101 et seq., to regulate the use of the City water system, to establish the requirements for use of such system, and to from time to time fix, establish, maintain, and provide for the collection of rates, fees, and charges for water services furnished by the City; and

WHEREAS, the City Council has determined that it is appropriate to revise certain provisions of the Louisville Municipal Code regarding water and sewer tap fees as set forth herein.

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

Section 1. Section 13.12.040.A of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

- A. Except as set forth in subsection E below, the ~~The~~ tap fee shall be computed by reference to the provisions of this chapter and set forth in a table of fees established by the city manager. The city manager shall by order enacted and effective on the effective date of Ordinance No. 1633, Series 2013, and thereafter on January 1 of each year, establish a table of city water tap fees.

Section 2. Section 13.12.040 of the Louisville Municipal Code is hereby amended by the addition of a new subsection E to read as follows:

- E. If the city manager or superintendent finds the municipal water utility would be benefited by the receipt of water rights instead of cash payments for water resources and water supply, the city manager or superintendent may determine that applicants obligated to make cash payments for water resources may instead dedicate water rights as set forth in this subsection E.
1. The dedication and conveyance of all water rights shall be complete, without any conditions or contractual clauses, outstanding assessments, liens or encumbrances.
 2. The applicant shall be responsible for reimbursing the city for all costs and fees, including transfer fees, associated with transferring into the city's municipal water system, any water rights dedicated by the applicant.
 3. All parties who dedicate units of CBT water to the city to meet the water resources portion of the tap fee shall calculate the number of CBT units to

dedicate to the city by the formula referenced in the table of fees established by the city manager in accordance with section 13.12.040. "CBT" means an allotment contract entitling the holder to a share of the water supply from the Colorado Big Thompson Project administered by the Northern Colorado Water Conservancy District ("NCWCD"). Other water rights may be considered on a case by case basis and shall be determined solely and exclusively by the city.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 21st day of January, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 4th day of February, 2020.

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk