

City Council

Agenda

Tuesday, April 21, 2020

6:00 PM

Electronic Meeting

This meeting will be held electronically. Residents interested in listening to the meeting should visit the City's website here to link to the meeting:

louisvilleco.gov/government/city-council

The Council will accommodate public comments as much as possible during the meeting. Anyone may also email comments to the Council prior to the meeting at

Council@LouisvilleCO.gov.

1. **CALL TO ORDER & ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **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.
4. **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: March 31, 2020; April 7, 2020; April 14, 2020
 - C. Approval of Resolution No. 33, Series 2020 – A Resolution Approving An Agreement with Utility Associates for Body-Cam and Video Data Storage Systems
5. **COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA** (Council general comments are scheduled at the end of the Agenda.)

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*

6. CITY MANAGER'S REPORT

**A. REVITALIZATION COMMISSION REPORT TO CITY COUNCIL –
FIRST QUARTER 2020**

7. REGULAR BUSINESS

**A. SWEARING IN OF PRESIDING MUNICIPAL JUDGE AND
DEPUTY MUNICIPAL JUDGES**

**B. DISCUSSION/DIRECTION – COMMUNITY RESOURCES FOR
COVID-19**

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

8. CITY ATTORNEY'S REPORT

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

- ECONOMIC VITALITY COMMITTEE
- FINANCE COMMITTEE
- LEGAL REVIEW COMMITTEE
- UTILITY COMMITTEE
- COLORADO COMMUNITIES FOR CLIMATE ACTION
- COMMUTING SOLUTIONS
- CONSORTIUM OF CITIES
- DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE
- DENVER REGIONAL COUNCIL OF GOVERNMENTS
- JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE)
- MAYORS & COMMISSIONERS COALITION
- METRO MAYORS CAUCUS
- REVITALIZATION COMMISSION
- XCEL ENERGY FUTURES
- ADVANCED AGENDA

10. ADJOURN

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City of Louisville, CO
DETAIL INVOICE LIST

P 1
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CASH ACCOUNT: 001000 101001 WARRANT: 040220 04/02/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14763	ELEANOR MARALIT	EXPENSE REPORT 2/26-3/5/2	233.45
14759	JULIE BURGNER	EXPENSE REPORT 3/2-3/6/20	138.00
99999	BRIAN SCHMID	BOOT ALLOWANCE SCHMID	110.00
99999	MEGAN PIERCE	EXPENSE REPORT 3/5-3/9/20	59.49
10951	PINNACOL ASSURANCE	WORKERS COMP PREMIUM 3 OF	25,478.92
3875	XCEL ENERGY	FEB 20 GROUP ENERGY	78,763.94
6 INVOICES		WARRANT TOTAL	104,783.80

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P 1
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CASH ACCOUNT: 001000 101001 WARRANT: 040920 04/09/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14154	ALLSTREAM	APR 20 PHONE CURCUITS	946.44
14901	ARICK RINALDO	REFRIGERATION REPAIR GOLF	2,300.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	312.49
99999	8Z TITLE	UTILITY REFUND 1852 GALLA	64.17
99999	HUNTERS RIDGE HOA	UTILITY REFUND 289 PHEASA	364.37
11125	TERRACON CONSULTANTS INC	MONITOR INCLINOMETER&PIEZ	825.00
6 INVOICES		WARRANT TOTAL	4,812.47

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City of Louisville, CO
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P 1
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CASH ACCOUNT: 001000 101001 WARRANT: 042120 04/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14935	ABCX2 LLC	Airport Noise Consultant	200.00
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	4,221.56
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	1,664.30
14121	ACUSHNET COMPANY	2020 Resale Merchandise -	300.42
14547	ADIDAS AMERICA INC	2020 Resale Merchandise	50.00
14547	ADIDAS AMERICA INC	2020 Resale Merchandise	239.33
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,000.00
14891	ALUMINUM ATHLETIC EQUIPMENT CO	Miner's Field Baseball Fo	3,480.00
14784	AM LAW LLC	DEFENSE ATTORNEY SERVICES	25.50
14784	AM LAW LLC	DEFENSE ATTORNEY SERVICES	34.00
14596	AMERICAN ELEVATOR PROFESSIONAL	Elevator Inspections	1,000.00
640	BOULDER COUNTY	MAR 20 BOULDER COUNTY USE	25,943.78
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	594.88
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Asphalt Purchases	275.88
7706	BRANNAN SAND & GRAVEL CO LLC	2020 Squeegee & Roadbase	1,684.06
14850	BRIDGEPAY NETWORK SOLUTIONS LL	MAR 20 BRIDGEPAY CREDIT C	13.70
935	CENTENNIAL PRINTING CO	UTILITY BILLING ENVELOPES	4,547.00
13352	CGRS INC	AUG 19 REMOTE POLLING	25.00
13352	CGRS INC	GENERATOR INSPECTION WTP	285.00
14923	CHOICE SCREENING INC	BACKGROUND CHECKS	109.60
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAB SERVICE	51.30
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAB SERVICE	157.50
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAB SERVICE	175.00
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAB SERVICE	266.30
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAB SERVICE	157.50
1120	COLORADO ANALYTICAL LABORATORI	PROFESSIONAL LAD SERVICE	209.00
1120	COLORADO ANALYTICAL LABORATORI	SOLIDS MONTHLY	260.00
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT WEEKLY	170.50
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT WEEKLY	130.50
1120	COLORADO ANALYTICAL LABORATORI	INFLUENT MONTHLY	311.80
1120	COLORADO ANALYTICAL LABORATORI	REG85 MONTHLY	244.80
1120	COLORADO ANALYTICAL LABORATORI	UPSTREAM METALS QUARTERLY	154.80
1120	COLORADO ANALYTICAL LABORATORI	SOLIDS SVOC	152.40
1120	COLORADO ANALYTICAL LABORATORI	EFFLUENT QUARTERLY	626.10
1120	COLORADO ANALYTICAL LABORATORI	EFFLUENT MONTHLY	99.00
10329	COLORADO DEPT OF HUMAN SERVICE	STATE PRESCHOOL LICENSING	233.00

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P 2
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CASH ACCOUNT: 001000 101001

WARRANT: 042120 04/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11353	COLORADO LIBRARY CONSORTIUM	ELECTRONIC DATABASE	3,578.33
14894	COMMUNITY REACH CENTER INC	MAR 20 PROJECT EDGE	8,382.91
13162	CORE & MAIN LP	DISTRO PARTS	175.24
13162	CORE & MAIN LP	DISTRO PARTS	40.16
12041	CORE ELECTRIC INC	SPRINKLER CONTROLLER	425.00
14937	DALYTE AIA INDUSTRIES LLC	PUMPHOUSE SKYLIGHT REPLAC	2,225.00
14529	DE NORA WATER TECHNOLOGIES INC	FILTER CARTRIDGE	364.54
14529	DE NORA WATER TECHNOLOGIES INC	BRINEGUARD	1,208.64
1505	DPC INDUSTRIES INC	SODIUM BICARBONATE	1,470.00
1505	DPC INDUSTRIES INC	SODIUM HYPOCHLORITE	1,062.00
14367	DUNAKILLY MANAGEMENT GROUP COR	CONCRETE DECK REPAIR RSC	562.50
14691	EEG ENTERPRISES INC	CHANNEL 8 CLOSED CAPTIONI	299.00
4012	ELDORADO ARTESIAN SPRINGS INC	WATER ORDER	140.39
4012	ELDORADO ARTESIAN SPRINGS INC	RETURN OF 19 BOTTLES	-27.31
14070	FORENSIC TRUTH VERIFICATION GR	PRE EMPLOYMENT POLYGRAPHS	280.00
14739	GALLUS GOLF LLC	2020 Mobile App License F	2,950.00
14936	GOLDEN AUTOMATION LLC	SCADA SUPPORT	730.00
2310	GRAINGER	DRYING BED SAMPLER	334.56
2310	GRAINGER	VACUUM PUMP	877.71
2310	GRAINGER	PAINT MIXER	6.55
2310	GRAINGER	PAINT CARTRIDGE	106.09
2310	GRAINGER	PAINTING SUPPLIES	105.04
246	GREEN MILL SPORTSMAN CLUB	MAR 20 RANGE TRAINING	150.00
2405	HACH COMPANY	CHEMKEYS & REAGENTS	2,397.23
2405	HACH COMPANY	TNT RETURN	-59.69
2415	HARCROS CHEMICALS INC	FLUORIDE NWTP	1,700.00
2415	HARCROS CHEMICALS INC	FLUORIDE SWTP	1,700.00
2475	HILL PETROLEUM	2020 Fuel Purchase	3,149.37
2475	HILL PETROLEUM	2020 FUEL PURCHASE GC	278.28
12331	IDEXX DISTRIBUTION INC	E COLI TEST KITS	1,248.83
12331	IDEXX DISTRIBUTION INC	E COLI TEST KITS	988.00

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P 3
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CASH ACCOUNT: 001000 101001

WARRANT: 042120 04/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14774	IMPACT DEVELOPMENT FUND	2020 HP LOAN SERVICING FE	1,500.00
9710	INDUSTRIAL CHEMICALS CORP	Hydrochloric Acid WTP	337.75
14938	INNOVISE BUSINESS CONSULTANTS	2020 RENEWAL WND HAIL BUY	127,060.80
13280	INSIGHT PUBLIC SECTOR INC	MICROSOFT OFFICE 360 LICE	2,070.60
2360	KELLY PC	MAR 20 LEGAL SERVICES	31,774.40
13382	LODESTONE DESIGN GROUP	LACTATION ROOM DESIGN CS	600.00
5432	LOUISVILLE FIRE PROTECTION DIS	JAIL TRANSPORT #2890	250.00
5432	LOUISVILLE FIRE PROTECTION DIS	MAR 20 FIRE DISTRICT FEES	3,400.00
6663	MARSHALLVILLE DITCH CO	2020 MARSHALLVILLE DITCH	2,625.00
14918	MIZUNO USA INC - NDC	2020 Resale Merchandise -	354.16
14768	MOJOS CLEANING SERVICES INC	APR 20 JANITORIAL SERVICE	31,590.00
14768	MOJOS CLEANING SERVICES INC	MAR 20 PARKS JANITORIAL S	700.00
14768	MOJOS CLEANING SERVICES INC	APR 20 PARKS JANITORIAL S	700.00
6168	MOTION & FLOW CONTROL PRODUCTS	FLEETS EQUIPMENT PLUG KIT	189.12
11061	MOUNTAIN PEAK CONTROLS INC	HACH METER PROGRAMMING	750.00
11061	MOUNTAIN PEAK CONTROLS INC	HMI CLOCK SYNC	437.50
3505	NALCO COMPANY LLC	ACRYLIC POLYMER	217.36
13597	NORTH LINE GIS LLC	GIS Consulting Services	3,210.00
14648	OCCUPATIONAL HEALTH CENTERS OF	RECERT & PHYSICAL	220.00
14648	OCCUPATIONAL HEALTH CENTERS OF	RECERT & PHYSICAL	395.00
14090	OCX NETWORK CONSULTANTS LLC	SHORTEL PHONE MAINT & SUP	9,602.40
11342	OJ WATSON COMPANY INC	BLINKER HOUSING UNIT 3216	49.40
99999	Luciana Da Silva	ART CENTER RENTAL REFUND	135.00
99999	ROBBY PITT	ART CENTER REFUND COVID19	315.00
99999	FLORA BREWINGTON	ACTIVITY REFUND RSC	74.00
99999	WESTPRO,LTD	APPLIED FOR WRONG PERMIT	75.00
13986	OPEN MEDIA FOUNDATION	APR 20 MEETING WEBSTREAMI	500.00
13649	OVERDRIVE INC	STATE GRANT ADULT EAUDIO&	517.96
13649	OVERDRIVE INC	STATE GRANT ADULT EAUDIO&	27.50
13649	OVERDRIVE INC	STATE GRANT ADULT EAUDIO&	27.99

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P 4
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CASH ACCOUNT: 001000 101001		WARRANT: 042120	04/21/2020
VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13649	OVERDRIVE INC	STATE GRANT ADULT EAUDIO&	415.87
14271	PIONEER MANUFACTURING COMPANY	BALLFIELD WHITE PAINT	1,267.50
700	PRAIRIE MOUNTAIN MEDIA	MAR 20 DISPOSING PROPERTY	21.00
13837	RAFTELIS FINANCIAL CONSULTANTS	KPI Refinement Consultant	10,490.00
14424	RAGNASOFT INC	2020 PLANIT SCHEDULING SO	1,885.00
14844	REPUBLIC SERVICES INC #535	MAR 20 RESIDENTIAL TRASH	116,389.68
670	RESOURCE CENTRAL	GARDEN IN A BOX	2,157.00
670	RESOURCE CENTRAL	Slow the Flow Program	4,580.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	THERMOPLASTIC	1,931.56
10005	SAI TEAM SPORTS	UNIFORMS GC	396.00
13673	STERLING TALENT SOLUTIONS	BACKGROUND CHECKS	155.19
14516	TARGET SPECIALTY PRODUCTS	SECLEAR POND ALGAE CONTRO	1,795.00
14550	TAYLOR MADE GOLF COMPANY INC	2020 Resale Merchandise	2,194.24
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES RUNNING	1,768.80
1111	TISCHLERBISE INC	Fiscal impact analysis -	3,016.00
14353	TRANSPARENT INFORMATION SERVIC	BACKGROUND CHECKS	68.80
6609	TRAVELERS	2020 SOLAR PANEL RENEWAL	5,000.00
14065	TYLER TECHNOLOGIES INC	Courts RMS	4,000.00
14065	TYLER TECHNOLOGIES INC	TYLER SUPPORT & UPDATE LI	72,325.89
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	1,000.00
14065	TYLER TECHNOLOGIES INC	Courts RMS	4,980.00
14065	TYLER TECHNOLOGIES INC	Courts RMS	4,144.37
14065	TYLER TECHNOLOGIES INC	Courts RMS	4,687.50
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	6,212.45
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	3,328.48
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	30,150.00
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	27.40
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	9.75
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	9.30
14065	TYLER TECHNOLOGIES INC	Police RMS - Brazos Mobil	1,018.84
14065	TYLER TECHNOLOGIES INC	Police RMS - Brazos Mobil	2,851.34
14065	TYLER TECHNOLOGIES INC	Police & Courts RMS Syste	1,749.41
14065	TYLER TECHNOLOGIES INC	Police RMS - Brazos Mobil	12,094.00

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City of Louisville, CO
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P 5
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CASH ACCOUNT: 001000 101001 WARRANT: 042120 04/21/2020

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
4765	UNCC	MAR 20 LOCATES #48760	752.45
13426	UNIQUE MANAGEMENT SERVICES INC	COLLECTION SERVICE LI	107.40
11087	UNITED SITE SERVICES OF COLORA	CENTENNIAL PARK TOILET RE	224.36
11087	UNITED SITE SERVICES OF COLORA	CENTENNIAL PARK TOILET RE	240.36
11087	UNITED SITE SERVICES OF COLORA	CLEO MUDROCK PARK TOILET	328.85
11087	UNITED SITE SERVICES OF COLORA	LAWRENCE ENRIETTO PARK TO	230.78
11087	UNITED SITE SERVICES OF COLORA	HERITAGE PARK TOILET RENT	328.85
11087	UNITED SITE SERVICES OF COLORA	NORTHEND TOILET RENTAL	135.60
6509	USA BLUEBOOK	LAB CARBOY CONTAINERS	381.89
6509	USA BLUEBOOK	LAB WIPES BUFFERS AND MEM	1,099.46
4795	UTILITY TECHNICAL SERVICE INC	2020 Leak Survey	3,500.00
13891	VERIS ENVIRONMENTAL LLC	Biosolids Removal	3,499.83
13891	VERIS ENVIRONMENTAL LLC	Biosolids Removal	743.73
13891	VERIS ENVIRONMENTAL LLC	Biosolids Removal	715.33
13891	VERIS ENVIRONMENTAL LLC	Biosolids Removal	1,538.99
13891	VERIS ENVIRONMENTAL LLC	Biosolids Removal	2,088.61
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL CS	118.80
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL CS	39.42
14181	WINFIELD SOLUTIONS LLC	FERTILIZER GC	566.86
10884	WORD OF MOUTH CATERING INC	SR MEALS PROGRAM 3/28-4/1	9,138.48
13790	ZAYO GROUP LLC	APR 20 INTERNET SERVICES	783.00
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151 INVOICES		WARRANT TOTAL	634,331.24
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CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 02/21/20- 03/20/20

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	800-624-4488	PHIL LIND	FACILITIES	03/10/2020	377.02
1000BULBS.COM	800-624-4488	PHIL LIND	FACILITIES	03/04/2020	508.68
4 RIVERS EQUIPMENT	GREELEY	MASON THOMPSON	OPERATIONS	03/11/2020	80.18
4 RIVERS EQUIPMENT	GREELEY	CONNOR POWERS	GOLF COURSE	02/26/2020	425.42
ABC-NV	913-8954600	VICKIE ILKO	OPERATIONS	03/04/2020	100.00
ABC-NV	913-8954600	GREG VENETTE	WATER	03/02/2020	100.00
ABC-NV	913-8954600	MICHAEL CLEVELAND	OPERATIONS	02/26/2020	100.00
ACCUPRODUCT	7344299571	CONNOR POWERS	GOLF COURSE	03/03/2020	195.91
ACE EQUIPMENT AND SUPP	303-2882916	VICKIE ILKO	OPERATIONS	03/19/2020	692.40
ACT*ACTIVE EVENTS REG	800-646-2633	CHAD ROOT	BUILDING SAFETY	03/19/2020	-100.00
ACT*ACTIVE EVENTS REG	800-646-2633	CHAD ROOT	BUILDING SAFETY	03/11/2020	-875.00
ADAMSON POLICE PRODUCT	FREDERICK	BENJAMIN WHITE-PATARINO	PARKS	02/25/2020	560.00
AEDLAND.COM	6412206670	DAVID SZABADOS	FACILITIES	03/13/2020	50.99
AEDLAND.COM	6412206670	DAVID SZABADOS	FACILITIES	03/11/2020	461.94
ALFA LAVAL	8042363115	MARC DENNY	WASTEWATER	02/28/2020	-7.82
ALLDATA CORP #8601	ELK GROVE	MASON THOMPSON	OPERATIONS	03/02/2020	125.00
AMAZON FRESH*O41706Y83	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/04/2020	126.84
AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/15/2020	-.02
AMAZON.COM*D72TD54V3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/14/2020	24.82
AMAZON.COM*IP1WD5T33 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/25/2020	13.42
AMAZON.COM*JC0X167K3 A	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/03/2020	24.03
AMAZON.COM*XW4T80DL3 A	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/09/2020	11.10
AMERICAN ASSOC OF MUSE	2022187686	BRIDGET BACON	LIBRARY	03/05/2020	165.00
AMERICAN PUBLIC WORKS	8164726100	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/25/2020	325.00
AMERICAN RED CROSS	800-733-2767	DANIEL BIDLEMEN	REC CENTER	03/01/2020	270.00
AMERICAN RED CROSS	800-733-2767	DANIEL BIDLEMEN	REC CENTER	02/26/2020	228.00
AMERLIBASSOC ECOMMERCE	866-746-7252	ERIN OWEN	LIBRARY	03/04/2020	43.00
AMZN MKTP US*125545M63	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/08/2020	108.78
AMZN MKTP US*D938I5OT3	AMZN.COM/BILL	DRUSILLA TIEBEN	PARKS	02/27/2020	112.99
AMZN MKTP US*IC0H14H33	AMZN.COM/BILL	ERICA BERZINS	POLICE	03/03/2020	42.24
AMZN MKTP US*QY4MI7YB3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/04/2020	72.60
AMZN MKTP US*TM70D7F73	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/12/2020	52.98
AMZN MKTP US	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/20/2020	-7.99
AMZN MKTP US	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/07/2020	-18.99
AMZN MKTP US	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/07/2020	-23.67
AMZN MKTP US	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/06/2020	-128.00
AMZN MKTP US	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2020	-10.06
AMZN MKTP US	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/25/2020	-9.99

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*0M9JO8CQ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/14/2020	13.44
AMZN MKTP US*0O2DY8Q63	AMZN.COM/BILL	ELIZABETH SCHETTLER	PLANNING	03/05/2020	26.94
AMZN MKTP US*1L2CO2YL3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/04/2020	13.24
AMZN MKTP US*2E57J8NC3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/01/2020	62.85
AMZN MKTP US*2M6AP9Z73	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/16/2020	31.65
AMZN MKTP US*2O5Q42DZ3	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/08/2020	25.99
AMZN MKTP US*306P09T43	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/07/2020	90.18
AMZN MKTP US*383IX7QQ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/18/2020	37.33
AMZN MKTP US*4726Y8IS3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/12/2020	156.40
AMZN MKTP US*4B7V43303	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/25/2020	40.94
AMZN MKTP US*5H85B86K3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/15/2020	66.15
AMZN MKTP US*6N3157RJ3	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/13/2020	108.76
AMZN MKTP US*6T2KH2AU3	AMZN.COM/BILL	JEN KENNEY	POLICE	03/17/2020	221.90
AMZN MKTP US*6W0NG5YT3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/10/2020	62.08
AMZN MKTP US*718LS7DL3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/25/2020	15.00
AMZN MKTP US*739QA4MT3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2020	63.94
AMZN MKTP US*773G641G3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/05/2020	282.72
AMZN MKTP US*7M38A3FS3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/06/2020	377.10
AMZN MKTP US*7Y8YG4X93	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/10/2020	103.01
AMZN MKTP US*853IP6Q73	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/27/2020	34.55
AMZN MKTP US*8P9KL83D3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/03/2020	13.69
AMZN MKTP US*8Q98901S3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/21/2020	5.18
AMZN MKTP US*8Z6FN5GY3	AMZN.COM/BILL	JEN KENNEY	POLICE	03/16/2020	34.99
AMZN MKTP US*977T34CB3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2020	14.12
AMZN MKTP US*9S3T045B3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/16/2020	119.68
AMZN MKTP US*AS9R188W3	AMZN.COM/BILL	JEN KENNEY	POLICE	03/17/2020	311.92
AMZN MKTP US*AZ0PD2II3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/16/2020	59.67
AMZN MKTP US*B864922O3	AMZN.COM/BILL	KERRY HOLLE	PUBLIC WORKS	03/10/2020	17.18
AMZN MKTP US*CC7CH0BR3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/15/2020	37.97
AMZN MKTP US*CQ41D1MJ3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/15/2020	3.29
AMZN MKTP US*D31F28533	AMZN.COM/BILL	JEN KENNEY	POLICE	02/29/2020	53.58
AMZN MKTP US*DY9R77E23	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/06/2020	59.78
AMZN MKTP US*E73QZ76X3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/01/2020	32.60
AMZN MKTP US*ET3HA19G3	AMZN.COM/BILL	JEN KENNEY	POLICE	03/07/2020	187.96
AMZN MKTP US*EU2R66PZ3	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/04/2020	128.00
AMZN MKTP US*F88EA5LT3	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/09/2020	46.10
AMZN MKTP US*FJ3UX1H73	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/11/2020	14.28
AMZN MKTP US*GA5DM3KE3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/09/2020	8.99
AMZN MKTP US*HX38F05Z3	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/10/2020	46.98
AMZN MKTP US*IB1T72CC3	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	02/25/2020	44.92
AMZN MKTP US*L69XJ45S3	AMZN.COM/BILL	MIKE KARBGINSKY	FACILITIES	03/16/2020	256.95
AMZN MKTP US*LN86P1523	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/27/2020	209.08

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMZN MKTP US*MA12W6T63	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/02/2020	11.79
AMZN MKTP US*NJ60E6OG3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/23/2020	69.82
AMZN MKTP US*NK5PZ2043	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/09/2020	141.30
AMZN MKTP US*NZ4OJ2RM3	AMZN.COM/BILL	GLORIA HANDYSIDE	CITY MANAGER	03/17/2020	60.38
AMZN MKTP US*O06H37K83	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	02/27/2020	98.85
AMZN MKTP US*O50MY89G3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/01/2020	6.44
AMZN MKTP US*O92259F03	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/12/2020	17.96
AMZN MKTP US*OL53F6HZ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/29/2020	10.97
AMZN MKTP US*P13LZ6RS3	AMZN.COM/BILL	JEN KENNEY	POLICE	03/19/2020	187.95
AMZN MKTP US*P890M8RJ3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/09/2020	51.56
AMZN MKTP US*PA2JT9SU3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/10/2020	39.99
AMZN MKTP US*PQ34743U3	AMZN.COM/BILL	ERICA BERZINS	POLICE	03/03/2020	24.98
AMZN MKTP US*RV3905MO3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/04/2020	38.85
AMZN MKTP US*S15TY09R3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/06/2020	12.00
AMZN MKTP US*T23WK4X53	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	02/24/2020	53.99
AMZN MKTP US*U222R9403	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/08/2020	297.00
AMZN MKTP US*U84PB0W63	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	02/27/2020	43.28
AMZN MKTP US*XA23O8SZ3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/15/2020	56.30
AMZN MKTP US*XE8DS7A63	AMZN.COM/BILL	DANIEL WOOLDRIDGE	IT	03/12/2020	89.98
AMZN MKTP US*XY9FA3HH3	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/26/2020	34.99
ANIMAL CARE EQUIPMENT	BROOMFIELD	LAURA LOBATO	POLICE	03/10/2020	42.00
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	03/12/2020	622.16
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/13/2020	739.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/13/2020	643.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/11/2020	1,369.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/11/2020	643.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/05/2020	643.00
ARROW STAGE LINES QPS	402-7311900	KATIE TOFTE	REC CENTER	03/05/2020	1,323.00
ARROWHEAD AWARDS	303-447-9407	DAWN BURGESS	CITY MANAGER	03/03/2020	17.00
ASPEN MEADOWS RESORT	ASPEN	CHRISTOPHER NEVES	IT	02/26/2020	387.00
ATT*TECH SUPPORT 360	877-88TS360	DANIEL WOOLDRIDGE	IT	03/11/2020	10.00
AUDUBON INTERNATIONAL	8888606366	DAVID DEAN	GOLF COURSE	03/04/2020	307.80
AV NOW	8314252500	LINDSEY WITTY	REC CENTER	02/24/2020	29.98
AWWA.ORG	303-347-6197	GREG VENETTE	WATER	03/19/2020	-3.24
AWWA.ORG	303-347-6197	GREG VENETTE	WATER	02/28/2020	93.74
AMAZON PRIME	AMZN.COM/BILL	JIM GILBERT	PARKS	02/21/2020	-12.99
AMAZON.COM	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/20/2020	-76.49
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2020	-10.06
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/29/2020	-2.28
AMAZON.COM*038CE52Z3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/12/2020	317.00
AMAZON.COM*366YC6HN3	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/02/2020	165.36
AMAZON.COM*380JD3IC3	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/29/2020	8.93

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON.COM*422GT9RS3	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/04/2020	59.74
AMAZON.COM*4U24Q9HI3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/15/2020	35.90
AMAZON.COM*6L63X4NZ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/09/2020	22.69
AMAZON.COM*7W8B59NL3	AMZN.COM/BILL	JUSTIN ELKINS	WASTEWATER	03/16/2020	48.70
AMAZON.COM*C95ZD8U83	AMZN.COM/BILL	GLORIA HANDYSIDE	CITY MANAGER	03/09/2020	64.75
AMAZON.COM*D86HF3JQ3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/26/2020	59.96
AMAZON.COM*E29QO44B3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/05/2020	63.94
AMAZON.COM*EJ1Q77QV3	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/29/2020	12.25
AMAZON.COM*NI4PS4RL3	AMZN.COM/BILL	PEGGY JONES	REC CENTER	03/05/2020	57.38
AMAZON.COM*OU9AX18F3	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/09/2020	313.72
AMAZON.COM*S04CX7G23	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	03/16/2020	76.49
AMAZON.COM*Z12HI2G43	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/25/2020	42.99
BEACON ATHLETICS	8007475985	KATHY MARTIN	REC CENTER	03/06/2020	1,572.96
BESTBUYCOM805685267245	888-BESTBUY	JILL SIEWERT	LIBRARY	02/21/2020	64.75
BESTBUYCOM805685267245	888-BESTBUY	JILL SIEWERT	LIBRARY	02/21/2020	24.25
BESTBUYCOM805696211245	888-BESTBUY	KURT KOWAR	PUBLIC WORKS	03/16/2020	60.35
BESTBUYCOM805696211245	888-BESTBUY	KURT KOWAR	PUBLIC WORKS	03/16/2020	32.33
BIWON	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/12/2020	30.96
BIZWEST MEDIA	303-4404950	DAWN BURGESS	CITY MANAGER	02/20/2020	69.49
BIZWEST-DIGITAL	FORT COLLINS	ROBERT ZUCCARO	PLANNING	03/12/2020	7.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	03/17/2020	545.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	03/17/2020	524.64
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	02/25/2020	545.00
BK TIRE	FREDERICK	MASON THOMPSON	OPERATIONS	02/24/2020	201.18
BLACKJACK PIZZA - CO 0	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	03/20/2020	62.93
BLACKJACK PIZZA - CO 0	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	03/17/2020	139.70
BLACKJACK PIZZA - CO 0	LOUISVILLE	KATHLEEN HIX	HUMAN RESOURCES	03/04/2020	149.94
BOOT BARN #143	THORNTON	VICKIE ILKO	OPERATIONS	03/14/2020	209.99
BOULDER RDHS	BOULDER	DAVID D HAYES	POLICE	03/06/2020	39.73
BUFFALO BRAND SEED LLC	GREELEY	DAVID DEAN	GOLF COURSE	03/11/2020	443.50
BUFFALO BRAND SEED LLC	GREELEY	DAVID DEAN	GOLF COURSE	03/11/2020	862.50
BUFFALO WILD WINGS 018	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/13/2020	13.84
BUILDASIGN.COM	800-330-9622	GINGER CROSS	GOLF COURSE	03/02/2020	-4.34
BUILDASIGN.COM	800-330-9622	GINGER CROSS	GOLF COURSE	02/28/2020	123.88
BUTTERFLY PAVILION	WESTMINSTER	KATHY MARTIN	REC CENTER	02/20/2020	135.45
CANDLELIGHT DINNER PLA	JOHNSTOWN	KATIE BEASLEY	REC CENTER	02/21/2020	921.65
CANVA* 02620-19063027	8778877815	GLORIA HANDYSIDE	CITY MANAGER	03/05/2020	12.95
CDW GOVT #XBR8138	800-808-4239	DANIEL WOOLDRIDGE	IT	03/02/2020	126.70
CDW GOVT #XDW6095	800-808-4239	DANIEL WOOLDRIDGE	IT	03/10/2020	57.75
CDW GOVT #XFK9864	800-808-4239	DANIEL WOOLDRIDGE	IT	03/13/2020	-126.70
CEE-JAY RESEARCH & SAL	6268151530	SAM WHITE	GOLF COURSE	03/10/2020	222.96
CENTENNIAL PRINTING CO	303-6650388	JIM GILBERT	PARKS	03/16/2020	42.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CENTENNIAL PRINTING CO	303-6650388	KERRY HOLLE	PUBLIC WORKS	03/12/2020	40.00
CENTENNIAL PRINTING CO	303-6650388	SAM WHITE	GOLF COURSE	03/02/2020	40.00
CENTENNIAL PRINTING CO	303-6650388	KATIE MEYER	REC CENTER	02/26/2020	57.50
CENTURYLINK/SPEEDPAY	800-244-1111	DIANE M KREAGER	FINANCE	02/29/2020	2,107.19
CFM CO	303-7612291	MIKE KARBGINSKY	FACILITIES	03/03/2020	510.85
CHANNELBOUND/ ACAPRIME	8009983571	ROBIN BROOKHART	HUMAN RESOURCES	03/11/2020	305.00
CITY OF LOUISVILLE UTI	303-3354500	DIANE M KREAGER	FINANCE	02/27/2020	.01
CO BOULDER CO SVS	DENVER	LISA RITCHIE	PLANNING	02/21/2020	27.35
CO EVENT REGISTRATION	3035343468	CHRISTOPHER NEVES	IT	03/12/2020	-103.00
CO EVENT REGISTRATION	3035343468	DANIEL WOOLDRIDGE	IT	03/12/2020	-103.00
CO EVENT REGISTRATION	3035343468	DANIEL WOOLDRIDGE	IT	03/03/2020	103.00
CO EVENT REGISTRATION	3035343468	CHRISTOPHER NEVES	IT	02/26/2020	103.00
COAL CREEK COLLISION	LOUISVILLE	MASON THOMPSON	OPERATIONS	03/10/2020	950.00
COAL CREEK COLLISION	LOUISVILLE	MASON THOMPSON	OPERATIONS	03/05/2020	500.00
COAL CREEK COLLISION	LOUISVILLE	MASON THOMPSON	OPERATIONS	02/28/2020	750.00
COAL CREEK COLLISION	LOUISVILLE	MASON THOMPSON	OPERATIONS	02/25/2020	750.00
COLORADO ASSOCIATION O	303-4636400	PEGGY NORRIS	LIBRARY	03/10/2020	30.00
COLORADO ASSOCIATION O	3034636400	PEGGY NORRIS	LIBRARY	03/04/2020	30.00
COLORADO ASSOCIATION O	303-4636400	KRISTEN BODINE	LIBRARY	02/20/2020	-55.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	03/19/2020	50.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	03/15/2020	50.00
COLORADO CWP	719-545-6748	GREG VENETTE	WATER	03/02/2020	85.00
COLORADO GOLF AND TURF	LITTLETON	SAM WHITE	GOLF COURSE	03/16/2020	600.00
COLORADO GOLF AND TURF	LITTLETON	SAM WHITE	GOLF COURSE	03/16/2020	606.88
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	02/27/2020	397.00
COMCAST CABLE COMM	800-COMCAST	KATHERINE ZOSS	CITY MANAGER	03/13/2020	109.95
COMCAST CABLE COMM	800-COMCAST	JIM GILBERT	PARKS	02/28/2020	504.80
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	03/13/2020	298.13
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	03/04/2020	33.93
CPI*COLEPARMERINSTRUMT	800-323-4340	ZACH STEINBAUGH	WASTEWATER	03/13/2020	259.46
CPS DISTRIBUTORS	BOULDER	MATT LOOMIS	PARKS	03/12/2020	30.94
CPS DISTRIBUTORS	3033503236	DAVID ALDERS	PARKS	03/09/2020	481.86
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	25.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	50.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	45.00
CRAIGSLIST.ORG	4153995200	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/27/2020	25.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CSU CIVIL ENGINEERING	FORT COLLINS	VICKIE ILKO	OPERATIONS	03/12/2020	250.00
DAILY CAMERA	3034443444	CHERYL KELLER	POLICE	02/20/2020	13.89
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	03/05/2020	163.23
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	03/02/2020	494.23
DIA PARKING OPERATIONS	DENVER	CHAD ROOT	BUILDING SAFETY	03/13/2020	48.00
DICKEYS BARBECUE PIT	9722489899	DAWN BURGESS	CITY MANAGER	02/25/2020	837.00
DISPLAYS2GO	401-247-0333	DAVID BARIL	GOLF COURSE	03/06/2020	466.70
DNH*GODADDY.COM	480-5058855	CHRISTOPHER NEVES	IT	02/25/2020	105.85
DRI*FLICKR	952-9084089	GLORIA HANDYSIDE	CITY MANAGER	02/21/2020	59.99
DROPBOX*NKHWZ4M857SH	DROPBOX.COM	EMILY HOGAN	CITY MANAGER	03/18/2020	11.99
DTV*DIRECTV SERVICE	800-347-3288	SAM WHITE	GOLF COURSE	03/11/2020	218.97
DU TOUCHNET	3038714568	RICKY BLACKNEY	POLICE	03/11/2020	300.00
DYNAMIC BRANDS	8042623000	SAM WHITE	GOLF COURSE	03/12/2020	178.50
E 470 EXPRESS TOLLS	303-5373470	DIANE M KREAGER	FINANCE	03/04/2020	4.30
EARTHDAYSHIRTS	SOMERSET	AMANDA PERERA	REC CENTER	02/24/2020	151.25
EAS*THE EASTWOOD COMPA	800-544-5118	DAVID DEAN	GOLF COURSE	02/20/2020	34.35
EBAY O*26-04633-92685	SAN JOSE	DAVID BARIL	GOLF COURSE	03/06/2020	36.69
EYELINE GOLF TOOLS	7194814915	DAVID BARIL	GOLF COURSE	02/25/2020	166.78
FACEBK GKLDVREVQ2	MENLO PARK	KATHERINE ZOSS	CITY MANAGER	03/09/2020	15.00
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	03/17/2020	-13.45
FASTENAL COMPANY 01COB	LAFAYETTE	CALVIN MCCARTY	OPERATIONS	03/16/2020	5.19
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	03/11/2020	57.72
FASTENAL COMPANY 01COB	507-453-8920	MASON THOMPSON	OPERATIONS	03/06/2020	17.79
FASTENAL COMPANY 01COB	507-453-8920	CONNOR POWERS	GOLF COURSE	02/28/2020	123.13
FASTENAL COMPANY 01COB	507-453-8920	ROSS DAVIS	OPERATIONS	02/21/2020	385.88
FASTENAL COMPANY 01COB	507-453-8920	ROSS DAVIS	OPERATIONS	02/21/2020	46.52
FASTSIGNS OF BOULDER	BOULDER	GREG VENETTE	WATER	02/21/2020	307.17
FEDEX 391091845174	MEMPHIS	PHIL LIND	FACILITIES	03/14/2020	30.90
FEDEX 91503704	800-4633339	DIANE M KREAGER	FINANCE	02/22/2020	13.56
FEDEX OFFICE 00000828	DALLAS	KATIE BAUM	CITY MANAGER	02/27/2020	149.10
FIBERBUILT MANUFACTURI	CALGARY	DAVID DEAN	GOLF COURSE	03/02/2020	56.00
FIREHOUSE SUBS #1528	SUPERIOR	JEFFREY FISHER	POLICE	03/13/2020	39.92
FIRST CHOICE-BOYER S C	303-9649400	SAM WHITE	GOLF COURSE	03/11/2020	69.12
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/26/2020	622.95
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/26/2020	50.11
FIRST CHOICE-BOYER S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/26/2020	226.25
FIRST CHOICE-BOYER S C	303-9649400	SAM WHITE	GOLF COURSE	02/24/2020	62.70
FRONTIER	DENVER	CHAD ROOT	BUILDING SAFETY	03/13/2020	71.40
FRONTIER	DENVER	MEREDYTH MUTH	CITY MANAGER	03/12/2020	50.00
FRONTIER	DENVER	PAULA KNAPEK	HUMAN RESOURCES	02/24/2020	193.30
FS COM INC	2532773058	DANIEL WOOLDRIDGE	IT	02/26/2020	80.56
FUN EXPRESS	OMAHA	KIM CONTINI	REC CENTER	03/03/2020	136.61

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
GIH*GLOBALINDUSTRIALEQ	800-645-2986	JAMES VAUGHAN	REC CENTER	03/10/2020	17.57
GOLF SPORT SOLUTIONS L	LA SALLE	DAVID DEAN	GOLF COURSE	03/18/2020	431.77
GTI GOLF CARS	COMMERCE CITY	CONNOR POWERS	GOLF COURSE	03/16/2020	36.92
GTI GOLF CARS	COMMERCE CITY	SAM WHITE	GOLF COURSE	02/27/2020	10.64
HACH COMPANY	LOVELAND	ZACH STEINBAUGH	WASTEWATER	03/17/2020	269.55
HACH COMPANY	LOVELAND	ZACH STEINBAUGH	WASTEWATER	03/12/2020	94.23
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	02/26/2020	60.75
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	02/26/2020	60.75
HACH COMPANY	LOVELAND	JUSTIN ELKINS	WASTEWATER	02/19/2020	148.06
HACH COMPANY	LOVELAND	MARC DENNY	WASTEWATER	02/12/2020	311.48
HARBOR FREIGHT TOOLS 1	WESTMINSTER	DAVID DEAN	GOLF COURSE	02/25/2020	49.98
HARBOR FREIGHT TOOLS 1	WESTMINSTER	DAVID DEAN	GOLF COURSE	02/24/2020	35.35
HARBOR FREIGHT TOOLS 1	WESTMINSTER	DAVID DEAN	GOLF COURSE	02/24/2020	49.98
HOBBY-LOBBY #0034	LONGMONT	LARISSA COX	REC CENTER	03/10/2020	27.50
ICSC-NY	6467283800	MEGAN PIERCE	CITY MANAGER	02/28/2020	100.00
IIMC	9099444162	MEREDYTH MUTH	CITY MANAGER	02/20/2020	-100.00
IN *1-2-1 MARKETING	407-3954701	SAM WHITE	GOLF COURSE	03/02/2020	199.00
IN *ARROWHEAD SCIENTIF	913-8948388	ERICA BERZINS	POLICE	03/10/2020	231.59
IN *AVID4 ADVENTURE, I	720-2492412	AMANDA PERERA	REC CENTER	02/20/2020	500.00
IN *BIOBAG USA	727-7891646	ERIK SWIATEK	PARKS	02/28/2020	822.00
IN *COLORADO GOVERNMEN	303-3015575	CHRISTOPHER NEVES	IT	02/24/2020	660.00
IN *CUSTOM FLAG COMPAN	303-4311117	BRIAN GARDUNO	OPERATIONS	03/11/2020	373.00
IN *KAISER LOCK & KEY	303-4493880	JAMES VAUGHAN	REC CENTER	03/12/2020	501.50
INKJETSUPERSTORE.COM	LOS ANGELES	DAVID DEAN	GOLF COURSE	02/28/2020	119.80
INT'L CODE COUNCIL INC	888-422-7233	CHAD ROOT	BUILDING SAFETY	03/04/2020	47.90
INTERNATIONAL INSTITUT	909-9444162	CHRISSEY REASON	CITY CLERK	03/04/2020	600.00
INSTANT IMPRINTS LOUIS	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	03/02/2020	21.85
INSTANT IMPRINTS LOUIS	LOUISVILLE	JACK MANIAN	OPERATIONS	03/02/2020	226.80
JAX OUTDOOR GEAR	LAFAYETTE	CHAD ROOT	BUILDING SAFETY	03/05/2020	149.99
JAX RANCH & HOME	LAFAYETTE	DESHAUN BECERRIL	OPERATIONS	03/13/2020	132.99
JAX RANCH & HOME	LAFAYETTE	DESHAUN BECERRIL	OPERATIONS	02/25/2020	149.99
JAX RANCH & HOME	LAFAYETTE	DESHAUN BECERRIL	OPERATIONS	02/25/2020	-164.41
KING SOOPERS #0013	LOUISVILLE	JACK MANIAN	OPERATIONS	03/19/2020	18.04
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	03/11/2020	176.50
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/10/2020	21.45
KING SOOPERS #0013	LOUISVILLE	REBECCA ST ORES	REC CENTER	03/08/2020	9.41
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	03/05/2020	268.05
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	03/05/2020	31.94
KING SOOPERS #0013	LOUISVILLE	KATHLEEN HIX	HUMAN RESOURCES	03/04/2020	30.30
KING SOOPERS #0013	LOUISVILLE	KATIE BEASLEY	REC CENTER	03/02/2020	110.48
KING SOOPERS #0013	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	02/27/2020	9.38
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEMI	REC CENTER	02/26/2020	299.04

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
KING SOOPERS #0013	LOUISVILLE	KATHLEEN HIX	HUMAN RESOURCES	02/26/2020	28.24
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/25/2020	22.88
KING SOOPERS #0013	LOUISVILLE	MEREDITH KRAUTLER-KLEM	REC CENTER	02/21/2020	360.14
LAFAYETTE FLORIST GIFT	3036655552	DAWN BURGESS	CITY MANAGER	02/28/2020	111.99
LAMARS DONUTS-	LOUISVILLE	DAVID D HAYES	POLICE	03/11/2020	23.98
LANDS END BUS OUTFITTE	8003324700	ELIZABETH SCHETTLER	PLANNING	02/24/2020	76.90
LAZ PARKING 760900	DENVER	STEVE ROELS	PARKS	02/20/2020	14.00
LAZ PARKING 760900	DENVER	KATHERINE ZOSS	CITY MANAGER	02/19/2020	17.00
LAZ PARKING 760915	DENVER	MEGAN DAVIS	CITY MANAGER	02/21/2020	20.00
LES MILLS US TRADING	6308285949	LINDSEY WITTY	REC CENTER	03/05/2020	549.00
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/13/2020	77.17
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/13/2020	961.67
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/13/2020	2,510.03
LEWAN TECHNOLOGY	DENVER	DIANE M KREAGER	FINANCE	03/13/2020	743.62
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	03/03/2020	273.88
LL JOHNSON DIST CO	DENVER	CONNOR POWERS	GOLF COURSE	03/03/2020	668.14
LOGMEIN*GOTOMEETING	LOGMEIN.COM	JEFFREY FISHER	POLICE	03/10/2020	49.00
LONE TREE ARTS CENTER	303-708-1818	KATIE TOFTE	REC CENTER	03/11/2020	-285.00
LONE TREE ARTS CENTER	303-708-1818	KATIE TOFTE	REC CENTER	02/28/2020	285.00
LOUISVILLE ARC THRIFT	LOUISVILLE	LANA FAUVER	REC CENTER	03/03/2020	10.98
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/27/2020	270.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/19/2020	52.14
LOWES #00220*	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/18/2020	43.92
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/16/2020	57.84
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	03/16/2020	460.59
LOWES #00220*	LOUISVILLE	MICHAEL MCINTOSH	POLICE	03/16/2020	25.98
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	03/14/2020	9.08
LOWES #00220*	LOUISVILLE	JEN KENNEY	POLICE	03/13/2020	128.90
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	03/12/2020	102.30
LOWES #00220*	LOUISVILLE	MASON THOMPSON	OPERATIONS	03/12/2020	14.48
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/09/2020	54.47
LOWES #00220*	LOUISVILLE	REBECCA ST ORES	REC CENTER	03/08/2020	11.46
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	03/06/2020	31.70
LOWES #00220*	LOUISVILLE	CATHERINE JEPSON	PARKS	03/05/2020	29.28
LOWES #00220*	LOUISVILLE	MICHAEL TOWERS	PARKS	03/04/2020	32.58
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/04/2020	41.42
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	03/03/2020	37.98
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	03/03/2020	16.98
LOWES #00220*	LOUISVILLE	ANDY ELLIS	PARKS	03/03/2020	147.00
LOWES #00220*	LOUISVILLE	DANIEL PEER	PARKS	03/02/2020	15.98
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	03/02/2020	8.91
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	03/02/2020	48.09

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	CONNOR POWERS	GOLF COURSE	02/28/2020	4.46
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/28/2020	29.73
LOWES #00220*	LOUISVILLE	DEANNA WEBSTER	REC CENTER	02/28/2020	14.22
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	02/28/2020	13.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/27/2020	34.08
LOWES #00220*	LOUISVILLE	KERRY KRAMER	PARKS	02/26/2020	63.78
LOWES #00220*	LOUISVILLE	DAVID DEAN	GOLF COURSE	02/26/2020	215.16
LOWES #00220*	LOUISVILLE	MICHAEL TOWERS	PARKS	02/25/2020	64.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/24/2020	56.94
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/20/2020	95.80
LOWES #00220*	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	02/20/2020	41.95
LUCKY PIE PIZZA & TAP	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/09/2020	114.00
LYFT *RIDE THU 4PM	855-865-9553	CHAD ROOT	BUILDING SAFETY	03/12/2020	6.57
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	03/06/2020	-7.26
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	02/28/2020	103.04
MAC EQUIPMENT INC (LON	LONGMONT	DAVID DEAN	GOLF COURSE	02/21/2020	399.99
MAC EQUIPMENT INC (LON	LONGMONT	AARON GRANT	PARKS	02/20/2020	100.47
MAILCHIMP *MONTHLY	MAILCHIMP.COM	GLORIA HANDYSIDE	CITY MANAGER	03/18/2020	194.65
MARCOS PIZZA - 6005	SUPERIOR	PEGGY JONES	REC CENTER	03/07/2020	87.43
MARCOS PIZZA - 6005	SUPERIOR	PEGGY JONES	REC CENTER	02/29/2020	100.42
MARCOS PIZZA - 6005	SUPERIOR	PEGGY JONES	REC CENTER	02/22/2020	102.17
MCCANDLESS TRUCK CENTE	HENDERSON	MASON THOMPSON	OPERATIONS	03/11/2020	51.27
METAL SUPERMARKETS WHE	WHEAT RIDGE	KERRY KRAMER	PARKS	02/20/2020	475.63
MOD PIZZA MCCASLIN	LOUISVILLE	CHRISTOPHER HUMPHREYS	POLICE	03/09/2020	16.37
MSFT * E0500AF620	MSFT AZURE	DANIEL WOOLDRIDGE	IT	03/03/2020	117.33
MARINA POOL, SPA, & PA	LAKESWOOD	JAMES VAUGHAN	REC CENTER	03/11/2020	85.89
MARINA POOL, SPA, & PA	LAKESWOOD	JAMES VAUGHAN	REC CENTER	02/21/2020	18.34
MESSAGE MEDIA	SAN FRANCISCO	GLORIA HANDYSIDE	CITY MANAGER	03/14/2020	100.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	03/13/2020	162.39
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	03/13/2020	2,148.48
NAPA AUTO PART 0026903	LOUISVILLE	MICHAEL TOWERS	PARKS	03/11/2020	15.49
NAPA AUTO PART 0026903	LOUISVILLE	BEN REDARD	POLICE	03/10/2020	129.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	02/20/2020	5,763.20
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	02/20/2020	573.19
NETA	800-2376242	LINDSEY WITTY	REC CENTER	03/12/2020	60.00
NFPA NATL FIRE PROTECT	800-344-3555	CHAD ROOT	BUILDING SAFETY	02/24/2020	736.95
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	03/11/2020	29.85
NORTHWEST PARKWAY LLC	303-9262500	DIANE M KREAGER	FINANCE	02/21/2020	5.75
NTL SWIM POOL FOUNDATI	7195409119	JAMES VAUGHAN	REC CENTER	03/03/2020	60.00
NYRP	15182514591	PHIL LIND	FACILITIES	03/09/2020	87.34
O MEARA FORD	NORTHGLENN	CALVIN MCCARTY	OPERATIONS	03/16/2020	100.38
OFFICE DEPOT #1080	800-463-3768	DAVID BARIL	GOLF COURSE	02/25/2020	19.99

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
OFFICE DEPOT #1080	800-463-3768	DAVID BARIL	GOLF COURSE	02/24/2020	153.99
OFFICEMAX/DEPOT 6616	SUPERIOR	CATHERINE JEPSON	PARKS	03/13/2020	11.98
OFFICEMAX/DEPOT 6616	SUPERIOR	VICKIE ILKO	OPERATIONS	02/25/2020	20.95
OFFICEMAX/DEPOT 6616	SUPERIOR	GREG VENETTE	WATER	02/21/2020	104.98
ORLEANS HOTEL & CASINO	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/14/2020	300.53
OTC BRANDS INC	OMAHA	KATIE TOFTE	REC CENTER	03/06/2020	21.37
OLD SANTA FE MEXICAN G	LOUISVILLE	JEFFREY FISHER	POLICE	03/09/2020	48.24
OLD SANTA FE MEXICAN G	LOUISVILLE	DAVID D HAYES	POLICE	03/02/2020	32.23
PANERA BREAD #202432	7203047000	JEN KENNEY	POLICE	02/21/2020	197.59
PARKER STORE LOUISVILL	LOUISVILLE	ROSS DAVIS	OPERATIONS	03/04/2020	213.42
PARKER STORE LOUISVILL	LOUISVILLE	VICKIE ILKO	OPERATIONS	03/04/2020	79.28
PARKER STORE LOUISVILL	LOUISVILLE	ROSS DAVIS	OPERATIONS	02/24/2020	45.49
PARKER STORE LOUISVILL	LOUISVILLE	ROSS DAVIS	OPERATIONS	02/21/2020	64.94
PARKER STORE LOUISVILL	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/21/2020	7.44
PARKER STORE MCCOY SAL	DENVER	VICKIE ILKO	OPERATIONS	02/21/2020	78.60
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	03/02/2020	19.95
PAYFLOW/PAYPAL	8888839770	DIANE M KREAGER	FINANCE	03/02/2020	59.95
PAYPAL *ARTCHEESELL	4029357733	KATIE TOFTE	REC CENTER	03/16/2020	-300.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	03/02/2020	75.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	03/02/2020	95.00
PAYPAL *ECCBC	4029357733	AMANDA PERERA	REC CENTER	03/11/2020	10.00
PAYPAL *ECCBC	4029357733	LANA FAUVER	REC CENTER	03/09/2020	10.00
PAYPAL *ECCBC	4029357733	KRISTEN PORTER	REC CENTER	03/09/2020	10.00
PAYPAL *FASTEST ELE EB	4029357733	DAVID SZABADOS	FACILITIES	03/05/2020	200.00
PAYPAL *GOLFTRADER EBA	4029357733	DAVID BARIL	GOLF COURSE	02/25/2020	83.17
PAYPAL *OCEANENTERP EB	4029357733	DAVID SZABADOS	FACILITIES	02/28/2020	90.24
PAYPAL *RADWELLINTE EB	4029357733	DAVID SZABADOS	FACILITIES	03/05/2020	924.60
PET SCOOP	DENVER	DRUSILLA TIEBEN	PARKS	03/01/2020	385.00
PETSMART # 1015	SUPERIOR	KRISTEN PORTER	REC CENTER	03/09/2020	37.36
PETSMART # 1015	SUPERIOR	KRISTEN PORTER	REC CENTER	02/26/2020	32.96
PLAY-WELL TEKNOLOGIES	SAN ANSELMO	AMANDA PERERA	REC CENTER	02/20/2020	436.80
PLUG N PAY INC	800-945-2538	JULIE SEYDEL	REC CENTER	03/05/2020	252.97
PORTER LEE CORPORATION	847-985-2060	ERICA BERZINS	POLICE	03/05/2020	597.45
PP*ADVANCEDCAR	4029352244	AMANDA PERERA	REC CENTER	02/27/2020	1,092.00
PP*SMOKEDETECTORPOLE	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/09/2020	49.90
PRAIRIE MOUNTAIN MEDIA	8884549588	DIANE M KREAGER	FINANCE	03/12/2020	1,599.40
PREFERRED AUTO PAINT A	DENVER	CONNOR POWERS	GOLF COURSE	03/04/2020	28.15
PROGREEN EXPO19	3037983664	MICHAEL TOWERS	PARKS	03/09/2020	15.00
PROSTONE SERVICES CO.	3036814166	JOHN BROOKS	POLICE	03/15/2020	698.00
PUSH PEDAL PULL-CORPOR	6055752136	KATHY MARTIN	REC CENTER	02/24/2020	69.38
POWER SYSTEMS	800-321-6975	LINDSEY WITTY	REC CENTER	03/03/2020	930.04
REI #121 WESTMINSTER	WESTMINSTER	MARYANN DORNFELD	PARKS	02/28/2020	149.95

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
RESIDENCE INN	WASHINGTON	MEREDYTH MUTH	CITY MANAGER	03/14/2020	595.44
RESIDENCE INN	WASHINGTON	MEREDYTH MUTH	CITY MANAGER	03/14/2020	595.44
RESIDENCE INN	WASHINGTON	DAWN BURGESS	CITY MANAGER	03/12/2020	378.19
RESIDENCE INN	WASHINGTON	DAWN BURGESS	CITY MANAGER	03/12/2020	378.19
RMD CONCEPTS INC	000-000-0000	DAVID DEAN	GOLF COURSE	02/20/2020	279.90
ROADSAFE 3101	401-2534600	THOMAS CZAJKA	OPERATIONS	03/12/2020	760.82
RTD OPERATION	3036289000	DAWN BURGESS	CITY MANAGER	03/10/2020	785.00
S&S WORLDWIDE, INC.	COLCHESTER	KIM CONTINI	REC CENTER	03/04/2020	402.93
SAFEWAY #1656	SUPERIOR	DAVID BARIL	GOLF COURSE	03/14/2020	25.98
SAFEWAY #2812	LOUISVILLE	CHERYL KELLER	POLICE	03/10/2020	38.98
SAFEWAY #2812	LOUISVILLE	LANA FAUVER	REC CENTER	03/08/2020	5.49
SAFEWAY #2812	LOUISVILLE	REBECCA ST ORES	REC CENTER	03/05/2020	20.96
SHRED-IT	8666474733	CHERYL KELLER	POLICE	03/17/2020	30.00
SHRED-IT	8666474733	DIANE M KREAGER	FINANCE	03/05/2020	69.60
SHRED-IT	8666474733	CHERYL KELLER	POLICE	02/24/2020	30.00
SIP.US LLC	800-566-9810	JUSTIN ELKINS	WASTEWATER	03/10/2020	28.83
SITEONE LANDSCAPE SUPP	BROOMFIELD	KERRY KRAMER	PARKS	03/12/2020	140.02
SOCIETYFORHUMANRESOURC	ALEXANDRIA	DIANE M KREAGER	FINANCE	02/27/2020	1,384.00
SOS REGISTRATION FEE	3038606962	MATTHEW E TRUJILLO	POLICE	03/13/2020	10.00
SOURCE OFFICE - VITAL	GOLDEN	JIM GILBERT	PARKS	03/19/2020	45.06
SOURCE OFFICE - VITAL	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	03/10/2020	53.57
SOURCE OFFICE - VITAL	GOLDEN	DAWN BURGESS	CITY MANAGER	03/09/2020	17.78
SOURCE OFFICE - VITAL	GOLDEN	MEREDYTH MUTH	CITY MANAGER	03/09/2020	57.04
SOURCE OFFICE - VITAL	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	03/05/2020	31.98
SOURCE OFFICE - VITAL	GOLDEN	KERRY HOLLE	PUBLIC WORKS	03/04/2020	61.04
SOURCE OFFICE - VITAL	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	02/20/2020	11.54
SOURCE OFFICE - VITAL	GOLDEN	LESLIE RINGER	HUMAN RESOURCES	02/20/2020	174.16
SPRINT RETAIL	LAFAYETTE	RANDY DEWITZ	BUILDING SAFETY	03/09/2020	81.34
SQ *B.O.B.S. DINER	LOUISVILLE	CHRISTOPHER NEVES	IT	03/16/2020	40.70
SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	03/02/2020	101.74
SQ *B.O.B.S. DINER	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/20/2020	13.74
SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/20/2020	118.49
SQ *BISON HIGH COUNTRY	COLORADO SPRI	DAVID BARIL	GOLF COURSE	03/13/2020	339.00
SQ *SHOPEY'S SANDWICHE	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/20/2020	36.00
SSI*SCHOOL SPECIALTY	888-388-3224	LANA FAUVER	REC CENTER	02/26/2020	39.49
STAPLS7305080554000001	877-8267755	JILL SIEWERT	LIBRARY	02/26/2020	195.08
STAPLS7305657770000001	877-8267755	JILL SIEWERT	LIBRARY	03/08/2020	48.58
STK*SHUTTERSTOCK	8666633954	EMILY HOGAN	CITY MANAGER	03/15/2020	99.00
STURM COLLEGE OF LAW	3038716107	DAWN BURGESS	CITY MANAGER	02/25/2020	600.50
SWEET SPOT CAFE	LOUISVILLE	KATIE BAUM	CITY MANAGER	02/27/2020	649.00
SWEET SPOT CAFE	LOUISVILLE	HEATHER BALSER	CITY MANAGER	02/26/2020	90.28
TABLE TENNIS STORE	801-722-5680	JESSE DEGRAW	REC CENTER	02/21/2020	669.99

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TARGET 00017699	SUPERIOR	ROBERT ZUCCARO	PLANNING	03/18/2020	109.98
TARGET 00017699	SUPERIOR	REBECCA ST ORES	REC CENTER	03/05/2020	21.37
TARGET 00017699	SUPERIOR	PEGGY JONES	REC CENTER	02/28/2020	52.42
TAXI SVC LV A CAB LLC	LONG ISLAND C	CHAD ROOT	BUILDING SAFETY	03/08/2020	31.31
TB* DOWNRIGHT SAXY	8663429794	KATIE TOFTE	REC CENTER	03/05/2020	50.00
TBS WESTERN REGION	949-2674200	AMANDA PERERA	REC CENTER	03/06/2020	243.05
TBS-LAKEFOREST	585-427-2222	AMANDA PERERA	REC CENTER	03/11/2020	86.10
TEST GAUGE & BACKFLOW	3033534797	VICKIE ILKO	OPERATIONS	02/27/2020	285.00
TGI FRIDAY'S #2108	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/08/2020	34.02
THE HOME DEPOT #1506	LOUISVILLE	BEN REDARD	POLICE	03/17/2020	11.22
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	03/13/2020	46.88
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	03/13/2020	11.97
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/13/2020	23.23
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/12/2020	108.09
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/11/2020	66.50
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/11/2020	178.43
THE HOME DEPOT #1506	LOUISVILLE	GREG VENETTE	WATER	03/10/2020	101.36
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	03/09/2020	43.94
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/09/2020	32.42
THE HOME DEPOT #1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	03/07/2020	66.44
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	03/06/2020	26.49
THE HOME DEPOT #1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	03/06/2020	21.11
THE HOME DEPOT #1506	LOUISVILLE	REBECCA ST ORES	REC CENTER	03/05/2020	25.93
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	03/05/2020	28.98
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/05/2020	105.07
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER	PARKS	03/04/2020	9.47
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	03/04/2020	115.76
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	03/03/2020	16.94
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN	OPERATIONS	03/03/2020	21.97
THE HOME DEPOT #1506	LOUISVILLE	KIM CONTINI	REC CENTER	03/02/2020	48.94
THE HOME DEPOT #1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	03/02/2020	39.66
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/28/2020	117.16
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	02/28/2020	60.45
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	02/27/2020	71.52
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	02/26/2020	15.94
THE HOME DEPOT #1506	LOUISVILLE	DAVID ALDERS	PARKS	02/26/2020	66.55
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/26/2020	42.67
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/24/2020	30.57
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	02/22/2020	12.34
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	02/22/2020	-15.53
THE HOME DEPOT #1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	02/21/2020	5.91
THE HOME DEPOT #1506	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	02/21/2020	17.14

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT #1506	LOUISVILLE	JAMES VAUGHAN	REC CENTER	02/20/2020	33.96
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/20/2020	71.32
THE HOME DEPOT #1506	LOUISVILLE	PHIL LIND	FACILITIES	02/20/2020	79.95
THE HOME DEPOT #1506	LOUISVILLE	MICHAEL TOWERS	PARKS	02/19/2020	6.62
THE HOME DEPOT #1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/19/2020	59.32
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	03/16/2020	82.34
THE HOME DEPOT 1506	LOUISVILLE	DANIEL PEER	PARKS	03/12/2020	83.07
THE HOME DEPOT 1506	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	03/03/2020	85.17
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/21/2020	420.82
THE HOME DEPOT 1506	LOUISVILLE	MIKE KARBGINSKY	FACILITIES	02/20/2020	847.96
THE HOME DEPOT 1506	LOUISVILLE	ROSS DAVIS	OPERATIONS	02/19/2020	90.30
THE HOME DEPOT 1524	BROOMFIELD	KERRY KRAMER	PARKS	03/04/2020	737.41
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	03/12/2020	726.72
THE HOME DEPOT PRO	8565333261	ERIK SWIATEK	PARKS	02/26/2020	432.54
THE ORLEANS: ONDORI	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/09/2020	35.26
THE SUMMIT THORNTON -	THORNTON	AMANDA PERERA	REC CENTER	03/05/2020	342.00
THE UPS STORE #5183	SUPERIOR	PATRICIA MORGAN	REC CENTER	03/14/2020	15.73
THE UPS STORE #5183	SUPERIOR	CONNOR POWERS	GOLF COURSE	03/02/2020	22.10
TIMETRADE SYSTEMS INC	TIMETRADE.COM	PAULA KNAPEK	HUMAN RESOURCES	02/22/2020	49.00
TITLE BOXING	9134384427	JESSE DEGRAW	REC CENTER	03/03/2020	133.94
TJ MAXX #803	SUPERIOR	REBECCA ST ORES	REC CENTER	02/23/2020	11.98
TRAFFICSAFETYSTORE.COM	6107010844	JUSTIN ELKINS	WASTEWATER	03/09/2020	235.45
TST* LULU S BBQ	LOUISVILLE	CHRISTOPHER NEVES	IT	03/18/2020	51.27
TST* THE HUCKLEBERRY	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/11/2020	41.00
TST* ZUCCA ITALIAN RIS	LOUISVILLE	MEREDYTH MUTH	CITY MANAGER	03/13/2020	300.00
TST* ZUCCA ITALIAN RIS	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/12/2020	-321.16
TST* ZUCCA ITALIAN RIS	LOUISVILLE	DAWN BURGESS	CITY MANAGER	03/11/2020	321.16
TVY*SILVERSNEAKERS	480-444-5154	LINDSEY WITTY	REC CENTER	03/07/2020	65.00
UBREAKIFIX - LAFAYETTE	LAFAYETTE	DAVID BARIL	GOLF COURSE	02/25/2020	89.70
UBREAKIFIX - LAFAYETTE	LAFAYETTE	DAVID BARIL	GOLF COURSE	02/25/2020	-7.21
UDEMY ONLINE COURSES	8888385432	MEAGAN BROWN	HUMAN RESOURCES	03/09/2020	14.99
UNITED AIRLINES	800-932-2732	MEGAN DAVIS	CITY MANAGER	03/12/2020	-93.99
UNITED SITE SERVICE	508-594-2564	CATHERINE JEPSON	PARKS	03/04/2020	258.32
UNITED SITE SERVICE	WESTBOROUGH	SAM WHITE	GOLF COURSE	03/04/2020	-258.32
UNITED SITE SERVICE	508-594-2564	SAM WHITE	GOLF COURSE	03/03/2020	258.32
USA BLUE BOOK	8004939876	ZACH STEINBAUGH	WASTEWATER	03/12/2020	165.78
USPS PO 0756700237	SUPERIOR	KERRY HOLLE	PUBLIC WORKS	03/09/2020	14.80
VALLEY CHRYSLER DODGE	BOULDER	CALVIN MCCARTY	OPERATIONS	03/16/2020	67.10
VBELTS4LESS LLC	833-2087331	JAMES VAUGHAN	REC CENTER	02/20/2020	340.53
VENNGAGE.COM	TORONTO	EMILY HOGAN	CITY MANAGER	03/15/2020	19.00
VZWRLLS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	03/04/2020	3,035.31
VZWRLLS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	02/22/2020	1,077.96

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	02/22/2020	1,361.99
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	03/05/2020	20.00
WAL-MART #5341	BROOMFIELD	KIM CONTINI	REC CENTER	02/23/2020	137.31
WALGREENS #7006	SUPERIOR	KATHLEEN D LORENZO	PARKS	03/06/2020	37.74
WATERLOO ICEHOUSE	LOUISVILLE	PEGGY NORRIS	LIBRARY	03/02/2020	42.50
WAV*SCHAEFER ATHLETIC	303-7756060	AMANDA PERERA	REC CENTER	03/17/2020	996.95
WAYNE S ELECTRIC INC	303-659-7481	JAMES VAUGHAN	REC CENTER	02/26/2020	660.44
WESTERN PAPER DISTRIBU	DENVER	PATRICIA MORGAN	REC CENTER	02/20/2020	149.21
WHENTOWORK INC	7143899695	LINDSEY WITTY	REC CENTER	03/12/2020	330.00
WM SUPERCENTER #5341	BROOMFIELD	LINDSEY WITTY	REC CENTER	02/26/2020	17.78
WWW.NORTHERNSAFETY.COM	800-625-1591	LAURA LOBATO	POLICE	03/11/2020	143.13
YOGA DIRECT	88888869642	LINDSEY WITTY	REC CENTER	03/07/2020	347.65
YOURMEMBER-CAREERS	7274976573	KIRSTIE AMBROSE-HARLEY	HUMAN RESOURCES	02/25/2020	249.00
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	03/19/2020	68.28
ZOOM.US	8887999666	PAULA KNAPEK	HUMAN RESOURCES	03/18/2020	16.28
ZOOM.US	8887999666	ROBIN BROOKHART	HUMAN RESOURCES	03/18/2020	16.28
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	03/16/2020	76.18
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	03/16/2020	50.82
ZOOM.US	8887999666	ROBERT ZUCCARO	PLANNING	03/16/2020	16.28
ZOOM.US	8887999666	CHRISTOPHER NEVES	IT	03/14/2020	81.42
ZORO TOOLS INC	855-2899676	KATHY MARTIN	REC CENTER	02/21/2020	1,123.58
		NICHOLAS POTOPCHUK	PARKS	03/04/2020	-115.76
		ROBERT ZUCCARO	PARKS	03/16/2020	-18.00
		KRISTEN BODINE	LIBRARY	02/20/2020	55.00
		MEGAN DAVIS	CITY MANAGER	03/12/2020	73.99
		KATIE TOFTE	REC CENTER	03/19/2020	39.00
		MASON THOMPSON	OPERATIONS	03/19/2020	39.00
TOTAL					\$ 105,687.71

CITY OF LOUISVILLE
EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99
MARCH 2020

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
				\$25,250.00
3/4/2020	2020071	ESRI Inc.	Annual ESRI Subscription and Maintenance	
			<i>Sole source request for ESRI Enterprise Licensing Agreement and support direct with ESRI.</i>	
3/27/2020	2020083	Centennial Printing	Community Newsletter and Utility Bill Inserts	\$39,097.00
			<i>A RFP was issued with three proposals received. Centennial was not the lowest but falls in the 5% local preference.</i>	
3/27/2020	2020084	Sill-Terhar Motors Inc.	2020 Escape Hybrid SE Sport AWD	\$25,418.00
			<i>State bid pricing is being used to purchase this vehicle which replaces unit #3604.</i>	
3/27/2020	2020085	A G Wassenaar Inc.	2020 Geotechnical Services	\$96,000.00
			<i>The multitude of 2020 Capital Improvement Projects require the services of a professional geotechnical firm to conduct materials testing and provide evaluation and engineering recommendations for potential geotech issues. They will also provide construction inspection services as needed. Public Works sent requests to five geotechnical firms. Proposals were received from A.G. Wassenaar Inc., Terracon and CTL Thompson. Public Works reviewed the proposals and recommended A.G. Wassenaar Inc.</i>	

City Council

Special Meeting Minutes

**March 31, 2020
Electronic Meeting
7:00 PM**

Call to Order – Mayor Stolzmann called the meeting to order at 7:07 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
 Emily Hogan, Assistant City Manager for Communications
 & Special Projects
 Meredyth Muth, City Clerk

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

Mayor Stolzmann noted because of the COVID-19 emergency the meeting is being held electronically. She gave information on how the meeting process will work and directions for those dialing in on how to participate when it is time for public comments.

LOUISVILLE COVID-19 UPDATE

Mayor Stolzmann stated the health and safety of the community is the Council's number one job. Most people are following the stay at home order to help slow the virus and save lives. She noted many people are already working on the economic recovery and the region's mayors meet regularly to discuss this. She thanked the City staff for continuing to work around the clock to provide services.

Assistant City Manager Hogan gave an update on what the City doing. She noted the packet included information on public health orders, City facilities and services, communications, business assistance, community support, and online resources. She stated that the County order has been suspended as the governor's order is now in place. She noted government services are considered essential and are continuing. She stated contact information for questions about the order will be available soon.

Councilmember Lipton asked how the federal stimulus money is going to be distributed for cities. Mayor Stolzmann noted there is a 500,000 population requirement for direct assistance; cities smaller than that will get funding passed through the State.

Public Comment – None.

**ORDINANCE NO. 1792, SERIES 2020 – AN EMERGENCY ORDINANCE
TEMPORARILY SUSPENDING CERTAIN PROVISIONS OF THE LOUISVILLE
MUNICIPAL CODE REGARDING PENALTIES FOR NON-PAYMENT OF WATER
CHARGES – 1ST AND FINAL READING – PUBLIC HEARING – Adoption as
Emergency Ordinance**

Mayor Stolzmann introduced the item by title and opened the public hearing. She asked for any disclosures, there were none.

City Attorney Kelly stated the governor issued an Executive Order on March 20 that among other things limited public utility disconnections for residents affected by COVID-19. In the Order the governor directed the Public Utility Commission (PUC) to work with utilities to limit disconnections at this time. The City's water utility is not required to follow this order as it is not regulated by the PUC, but staff has drafted this ordinance for Council consideration in the event the Council would like to put in place similar types of relief that the Governor outlined in his Order.

Adoption of the ordinance would suspend the code provisions for disconnection for nonpayment or partial payment of water charges during the time the City is in a locally declared emergency, late fees would be suspended, and partial payments would be accepted. All charges for water use are still due and will need to be paid in the future. The revenue lost to the City would be the late charges, not the charges for water.

Public Comments – None.

Mayor Pro Tem Maloney asked that information be made clear on the City's website as to how persons can apply for assistance for these charges.

Councilmember Leh stated the Governor's order is clear it is meant to provide relief to residents and small businesses. He wondered why this ordinance does not limit help to only residents and small businesses.

City Attorney Kelly stated it would be difficult to define and separate out small businesses from other commercial customers. Director Kowar noted the utility billing process separates residential and commercial, but does not designate commercial users by size.

Councilmember Leh stated he is concerned this incentivizes businesses to not pay a bill even if they can afford it just to watch their cash flow. He wants to make sure this is being used only by those who need it. He would like a way to limit this to smaller businesses who need it. He asked if there was a way to classify businesses this way.

Director Kowar stated it would be difficult. He noted some small businesses use a great deal of water and some large ones use very little so making distinctions would be tough.

Public Comments – None.

Mayor Pro Tem Maloney moved to approve Ordinance No. 1792; Councilmember Lipton seconded the motion.

Councilmember Dickinson asked if this could be extended beyond the declared emergency if Council wanted it to. City Attorney Kelly stated the end of the emergency will require action from the City Council. At that time the Council could change the end date of this if it wanted to.

Mayor Stolzmann stated she supports the ordinance as written and hopes none of the local companies would take advantage of it. The ordinance end dates can be modified at a later date if needed.

Councilmember Brown agreed the ordinance can be amended if needed and he supports it as written. Councilmember Fahey agreed.

Councilmember Leh stated the Council can limit this later if there is abuse. He noted large businesses know how to ask for help, it the small businesses that don't sometimes. We need to watch for that.

Public Comments

Sherry Sommer, 910 South Palisade Court, stated she supports the ordinance.

Roll Call Vote: passed by unanimous roll call vote.

DISCUSSION/DIRECTION/ACTION – 2019 YEAR-IN-REVIEW & 2020-2024 FINANCIAL PLAN SCENARIOS

Director Watson stated the reason for this review is to update 2019 projections with actual numbers. He reviewed the General Fund showing a positive revenue variance of approximately \$2M due to turnback. He noted the General Fund targeted reserve is 20%

and the City is now at 63%. He noted some of the variance is from projects not completed in 2019 that will need to be rolled forward to 2020.

Director Watson reviewed the numbers of the Open Space & Parks Fund and the Recreation Fund both showing actual balances similar to the projected balances. The Capital Projects Fund (CIP) shows a \$5M positive variance mostly due to turnback from projects that were not completed most of which will need to be carried forward to 2020.

Director Watson reviewed various financial downturn scenarios. He noted these are just for a sensitivity analysis as we have no solid idea what the downtown will look like right now. Scenarios included various ways in which small or large declines in revenue will affect the budget. If the economy recovers from a downturn relatively quickly the budget can sustain some declines, however, if there is a slow, elongated recovery (four-five years) the impacts are much greater and cuts to expenditures would be necessary.

Councilmember Lipton noted the CIP gets transfers from the General Fund so the reserve there is a bit overstated as it will need to help fund CIP projects meaning the reserve is not all discretionary. He added the General Fund needs to be used for Open Space purchases as well if that is needed.

Director Watson stated the main point of the presentation is that the City ended 2019 in a very good financial position in all funds which makes the City relatively able to withstand a 2020 downturn well as long as the recovery time is short. If a recovery is drawn-out then reductions will be needed in Capital Projects and operational costs. Some of the possible options staff has considered include a hiring freeze (specific or broad), suspension of capital projects, reductions in service levels, and wait and see taking time to define core services and essential capital projects. There are many other options as well.

Director Watson stated for the upcoming budget process staff will consolidate a list of all carry forward and scheduled CIP projects to look at a reprioritization. Staff also recommends a one-year budget rather than the scheduled two-year budget for this year.

Public Comments

John Leary, 1117 LaFarge Avenue, asked how long matching funds for projects will remain available if we don't move forward with projects now. Director Watson stated matching funds will be dependent on the individual projects and the other partners involved.

Mayor Pro Tem Maloney stated we should be adding another scenario that includes two waves to the downturn and a two-year recovery.

Councilmember Lipton noted the City should remain conservative; we can't drain all the reserves now as there will be other emergencies. No one knows what the recovery will look like and how long it will take.

Mayor Pro Tem Maloney stated he doesn't support only doing a one-year budget this year. Even with uncertainty, we should be able to continue with the two-year budget.

Mayor Stolzmann stated she would not want a hiring freeze now as some areas such as police and water treatment will continue to be needed in the emergency and for other areas we don't have information to know what we need or won't need right now. Members agreed.

Mayor Stolzmann suggested the same approach regarding capital projects; there are areas where maintenance will continue to be needed, but we should suspend new projects or evaluate if it is needed.

Councilmember Lipton agreed stating quality of life projects can be deferred or scaled back but maintenance should continue. He supported fully funding pavement maintenance.

Members agreed capital projects will need to be reviewed strategically to determine what makes financial sense as we get more information on the downtown. Many noted health and safety as the top priority.

Mayor Stolzmann asked staff to bring back a list of projects for Council review later in the budget process. She asked to specifically prioritize health and safety projects, those with shared funding, those for maintenance of existing facilities, and those that may have escalating costs if we wait.

City Manager Balser stated this is consistent with what staff has been thinking and staff hopes to bring this forward soon for consideration.

DISCUSSION/DIRECTION/ACTION MEDIAN LANDSCAPE RENOVATION PROJECT

Director Mosley stated staff is looking for direction on whether or not to move forward with the median renovation project at this time. This project began last year with design and included a focus on irrigation infrastructure and how to maintain as many healthy trees as possible. The project was reduced last year to help with budget costs and at this time the new design is complete but there has been some concern with the number of trees targeted for removal.

Director Mosley noted four options for consideration including moving forward as planned; moving forward with an amended design; moving forward with only irrigation and flower bed options, or suspending the project until further notice.

Public Comments – None.

Mayor Pro Tem Maloney stated this is a quality of life project. We all want to have it done, but it is not a priority if we are in an economic downturn. He supports suspending the project until further notice. Councilmember Lipton agreed it should be deferred to next year.

Councilmember Brown suggested saving this money for other uses now. Other members agreed.

Mayor Stolzmann stated that the project is important for both fixing irrigation loses and helping environmentally, but there is consensus to defer it at this time. She added that when it comes back she would like to see the number of trees removed to be reconsidered and also not to concrete over some medians.

Members agreed to suspend the project for this year and reconsider it at a later date.

Roll Call Vote: Unanimous vote to defer the project until a later date.

**RESOLUTION NO. 28, SERIES 2020 – A RESOLUTION POSTPONING
WASTEWATER AND STORMWATER RATE INCREASES**

Mayor Stolzmann introduced the item and noted Council approved these increases a few weeks ago but she supports reconsidering that decision. She noted at this time of the economic uncertainty giving people a rate increase, even a small one, sends the wrong message.

Director Kowar stated staff agrees with reconsidering that decision. He stated the plan has been to smooth rate increases over time and that is why this year's increases were incremental. However given the current situation and the fact the Utility Fund is in good shape right now staff recommends deferring this increase. He stated if this increase is deferred there will be slightly higher increases in the future to cover the cost of debt and capital projects.

Public Comments – None.

Councilmember Dickinson stated he understands not wanting to stress residents, but he feels the City should go ahead with the increase as the fund has to pay for itself. The increase is nominal and it is needed to keep the Utility Fund whole. He wants people to understand this is the cost of water and given the earlier agreement to not charge late fees we should continue with this.

Councilmember Lipton agreed stating this is only a feel good item and is not helping those who need it now. He would prefer to keep the smoothing increases to meet our costs. If the City wants to help people that need help we should increase the funding the City gives to Sister Carmen to help with utility bills.

Councilmember Brown stated he supports the measure. It is not just about image but about doing right by our citizens. Future increases may be higher, but this is the right thing to do at this point.

Mayor Pro Tem Maloney stated this sends an important message and recognizes times are hard right now for many people. Councilmember Leh and Councilmember Fahey agreed.

Councilmember Dickinson reiterated his concern that the Utility Fund needs to stay funded and this is all about image and not helping people substantially.

Mayor Stolzmann stated the smoothing has been put in place so we don't have large increases all at once when the money is needed. But in a period such as this, she feels it only causes people anxiety to see these increases and we can avoid that by moving the smoothing to later years.

Councilmember Lipton stated if we do this we should push out projects to later years. He suggested maintaining the increase but giving more funding to Sister Carmen to help people with utility assistance.

Councilmember Brown moved to approve Resolution No. 28; Mayor Stolzmann seconded the motion.

Councilmember Leh noted the increase affects business as well and they can't apply for help from Sister Carmen. He stated the Council should not dismiss the impact of small increases right now.

Members discussed increasing funding for Sister Carmen fund in the future.

Roll Call Vote: Motion passed 6-1 (Councilmember Lipton voting no.)

AWARD CONTRACTS FOR 2020 CHIP SEAL, STREET RESURFACING, AND STREET RECONSTRUCTION PROJECTS

Director Kowar stated staff received bids last week for these projects and is now bringing Council some options on how to proceed with projects and areas where cuts could be made. He stated there is about \$7.5M budgeted for the projects and that is about what it will cost based on the bids. He reviewed the various package options including deferring some streets to later years to defer expenses.

Public Comments – None.

Mayor Stolzmann noted previous Councils have prioritized street maintenance and she feels that should continue.

Members discussed the various packages and options as well as the pros and cons on postponing any of the work. After discussion members decided to award the full contract with packages 1-5 noting that if staff can get a higher level treatment for the same price on the options they should so do.

DISCUSSION/DIRECTION – TRANSPORTATION MASTER PLAN UPDATE - 2019-2020 FUNDING AND PROPOSED CIP PROJECTS

Deputy City Manager Davis stated the Transportation Master Plan (TMP) was approved last year with a comprehensive list of projects included with it. She noted this was originally set to be discussed on March 3 and was postponed and therefore some of the project list has changed since then. Tonight staff is specifically looking for direction on projects to implement in 2020 and the six-year capital improvement plan.

Deputy City Manager Davis stated the 2020 budget has about \$4M for TMP projects. Some of the funding is committed for projects where matching funds from DRCOG are being used. This includes at-grade crossings on South Boulder Road, the design plan for Highway 42, and 104th Street Trail connection.

Staff has now revisited the list of projects to determine what might be able to be pushed to a later time. Specifically staff wants direction on:

- 1) Pine Street improvements – decided to go ahead in the paving conversation earlier
- 2) Adding sidewalks to Highway 42 – staff suggests including in a later project
- 3) Powerline and Coal Creek Trail connection – design is complete could be done now or later
- 4) Concrete Bump Outs - decided to go ahead in the paving conversation earlier
- 5) Design of Highway 42 Projects – complete in case federal funding is available for shovel ready projects

Deputy City Manager Davis noted including these projects will be an approximately \$2.8M impact to the budget for 2020.

Public Comments – None.

Councilmember Lipton stated this seems like it is adding items to the 2020 budget not making reductions. He would like to see most of it deferred.

Mayor Stolzmann suggested removing item 3 and is interested in doing item 5 so that we have the project ready if federal funding becomes available.

Councilmember Lipton stated he feels we have spent too much on design already for Highway 42 and does not support item 5. Director Kowar stated we have about a 15% design of the technical work for Highway 42.

Mayor Pro Tem Maloney stated he wants to see hardscape connections from the US 36 bike trail into town included in the plan. He stated the projects where we have matching funds should be continued if we cannot defer them without losing the funding. He supports removing item 3 and keeping item 5.

Councilmember Fahey agreed and added she would like item 2 included. Councilmembers Leh and Dickinson agreed.

Councilmember Lipton suggested postponing item 5 until we have a better understanding of what it costs and what federal funding may be available. Director Kowar stated that even if staff moves forward with the project the contract will come back to Council for approval before work commences so there is some time built in there.

Members agreed to remove item 3 and continue with the rest of that list. Members also discussed the Fun Routes to School Design and Implementation and decided to defer it to a later year.

Lipton reiterated his concerns there is not enough austerity in this plan. Councilmember Fahey agreed.

Deputy City Manager Davis asked if Council had any other direction on projects for planning for 2021.

Mayor Stolzmann noted Mayor Pro Tem Maloney's request for bike trail connections from the US 36 bikeway. Councilmember Fahey would like consideration of beacons on the pedestrian crossings on Via Appia.

RESOLUTION NO. 29, SERIES 2020 – A RESOLUTION AUTHORIZING ELECTRONIC PARTICIPATION AT MEETINGS OF BOARDS, COMMISSIONS, AND COMMITTEES ESTABLISHED BY THE CITY COUNCIL

Mayor Stolzmann introduced the item. City Attorney Kelly noted this resolution would authorize and put in place an electronic meeting participation policy for boards, commissions, and committees that would mirror the policy Council approved in March for its meetings. It would not allow any quasi-judicial hearings unless and until the Council approves a resolution establishing guidelines. She noted the requisite 72-hour notice of meetings does not change.

Public Comments – None.

Mayor Pro Tem Maloney moved to approve Resolution No. 29, Series 2020; Councilmember Dickinson seconded the motion.

Councilmember Dickinson stated he supports the resolution to allow boards and commissions to continue to get work done and would like to see a way to allow quasi-judicial items as well.

Councilmember Leh proposed an amendment that allows the City Manager to require a board to meet electronically in emergency circumstances so no board can decide unilaterally to hold an in person meeting in a health crisis. Both the motioner and seconder accepted the amendment.

Roll Call Vote: passed by unanimous roll call vote.

EXECUTIVE SESSION

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

The Mayor introduced the item and City Attorney Kelly stated the City Manager and City Attorney are requesting the City Council convene an executive session for the purpose of consideration of potential real property acquisitions and dispositions but only as to appraisals and other value estimates and strategy pursuant to Section 5-2(c) of the City's Home Rule Charter and C.R.S. § 24-6-402(4)(a).

The City Clerk read Section 2.80.130 of the Louisville Municipal Code which outlines the topics permitted for discussion in an executive session.

City Attorney Kelly stated the authority to conduct this executive session is in the Home Rule Charter Section 5-2(c) for Council to discuss potential real property acquisitions and dispositions, with regard to properties in Louisville, but only as to appraisals and other value estimates and strategy, and in C.R.S. 24-6-402(4)(a). The request involves potential acquisition of real property.

MOTION: Mayor Stolzmann moved the City Council adjourn to executive session for the purpose of consideration of potential real property acquisitions and dispositions, with regard to properties in Louisville, that the executive session include the City Council, City Manager, City Attorney, Deputy City Manager, Parks, Recreation & Open Space Director, and Planning Director. Seconded by Mayor Pro Tem Maloney

Roll call vote: Motion carried by unanimous roll call vote.

The City Council adjourned to executive session at 11:00 pm.

REGULAR BUSINESS ITEMS SUSPENDED

The City Council meeting reconvened at 11:27 pm.

REGULAR BUSINESS ITEMS CONTINUED

REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITIONS

City Attorney Kelly reported the Council discussed items regarding the possible acquisition of property in the executive session and no further action is needed at this time.

ADVANCED AGENDA & IDENTIFICATION OF FUTURE AGENDA ITEMS

Members noted that economic recovery items will be added to future agendas.

ADJOURN

Members adjourned at 11:30 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**April 7, 2020
Electronic Meeting
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
Kevin Watson, Finance Director
Rob Zuccaro, Planning & Building Safety Director
Megan Pierce, Economic Vitality Director
Meredyth Muth, City Clerk***

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

APPROVAL OF AGENDA

Mayor Stolzmann called for changes to the agenda and hearing none she asked for a motion to approve. Councilmember Lipton moved to approve the agenda; seconded by Councilmember Dickinson. **Vote:** Approved by unanimous roll call vote.

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

John Milanski, 450 Fillmore Court, reminded everyone of the upcoming Fire District election on May 5.

APPROVAL OF THE CONSENT AGENDA

Mayor Stolzmann called for changes to the consent agenda; hearing none she asked for a motion to approve the consent agenda. Mayor Pro Tem Maloney moved to approve the

consent agenda; seconded by Councilmember Lipton. **Vote:** Approved by unanimous roll call vote.

- A. *Approval of Bills***
- B. *Approval of Minutes: March 16, 2020; March 17, 2020***
- C. *Approval of Special Meeting on April 14 at 7:00 PM***
- D. *Approval of Contracts for Presiding Judge and Deputy Judges for the Louisville Municipal Court***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Stolzmann reminded everyone to wear a non-medical mask while out of the house and to continue with hand washing and she reminded those with symptoms to stay home.

Councilmember Dickinson stated the community has come together and urged them to continue to do so.

CITY MANAGER'S REPORT

City Manager Balser reminded everyone to continue to check the City's website for the most up to date information and to sign up for the City's enotifications.

REGULAR BUSINESS

DISCUSSION/DIRECTION – ECONOMIC VITALITY STRATEGIC PLAN, BUSINESS IMPACTS FROM COVID-19, AND CONSIDERATION OF FINANCIAL ASSISTANCE

Director Pierce noted circumstances have changed in recent weeks for most businesses and this presentation now includes discussion of possible ways to help. She reviewed the process the Economic Vitality Committee has been using for creating the economic vitality plan.

She stated for the past three weeks she has been working to make sure businesses have clear and up to date information about the pandemic and has been getting information out to residents on how they can support local businesses. She thanked the Chamber of Commerce and Downtown Business Association for helping in the process. Staff created a support local campaign, has created a food and beverage map, and has completed a survey of local businesses about how they have been affected by closures. She reviewed the results of the survey.

Director Pierce stated staff is proposing an emergency grant program. She noted some communities already had structures in place for these types of programs but Louisville

does not. She stated staff suggests a grant program as we do not have the administrative capacity to oversee a loan program or something more complicated.

For program eligibility staff is suggesting including only Louisville businesses that are current on City accounts. She added staff is thinking the criteria needs to be mostly not technical. Staff will need to be able to review applications fairly and equitably with clear criteria; without clear criteria it will be very hard for staff to administer. Staff is looking for direction from Council on the criteria. Some suggested considerations include brick and mortar locations (not home based), number of employees, and tied to sales or other taxes. Director Pierce reviewed a number of other criteria that could be considered.

Public Comments

Mark Oberholzer, Chair of Business Retention & Development Committee and owner of TILT Pinball and the Corner, stated it is important for the Louisville program to be different from the Federal programs. He suggested programs that help businesses adapt quickly to the changing conditions. He encouraged the Council to hurry to get these funds out to businesses.

Shelly Angell, Chamber of Commerce Director, noted things are changing rapidly and the need for this program is large. The businesses need help as fast the City can get it out.

Rick Kron, Downtown Business Association President, agreed with the other speakers that the need is great. He suggested streamlining the application process and allowing grantees to use the money at their discretion. He asked the public to continue to support local businesses.

Sherry Sommer, 910 South Palisade Court, asked if the Council would determine how much it will dedicate to the program and the timing of the program tonight. She also asked if employees of local businesses could be used in a way to contribute back to the City.

David Sinkey, Boulder Creek Homes, stated he agreed with the earlier speakers that the program is needed and speed is of the utmost importance.

Mayor Stolzmann stated this discussion is meant to give staff direction and she suggested once that is done letting staff run with the program to get it started quickly.

Councilmember Dickinson stated the overall goals of the new Economic Vitality Committee are to help businesses create revenue so it can fund the quality of life in town. The Committee wants to make sure the City has the tools it needs to do this and the ability to help with business retention and development. In the current situation these are all still important goals as we adapt to meet the crisis.

Councilmember Dickinson stated the proposed grant program is important. Council needs to give direction on the way to provide money, the amount, who will qualify, when it can start, and the application process.

Mayor Stolzmann stated this may be a phased program as well. This program will be focused but there may be other areas we need to address later. What goals does the Council want to address with the program.

Mayor Pro Tem Maloney agreed time is of the essence and this should be a small business assistance program. We need to consider business resumption as a future phase.

Members agreed this should be a small business assistance program.

Mayor Stolzmann asked what the initial budget might be. She suggested taking \$250,000 from the General Fund to pay for the program. She noted Councilmember Lipton will ask the Revitalization Commission if they could put some funding towards the program at their next meeting.

Councilmember Lipton stated he hopes this is the first phase of help the City can provide to help small businesses.

Councilmember Brown suggested a larger grant program to help the economy as a whole and would like a program that fills a gap that other programs don't cover.

City Manager Balser stated staff needs direction on the criteria so that staff and Council's expectations align. She noted the criteria will determine how many grants the City can afford.

City Attorney Kelly noted whatever is decided a Council resolution will be needed to approve this and added the Council will need to make clear the specific purposes of the program to meet constitutional requirements.

Members agreed it should be a grant program and agreed to start with \$250,000 in funding. Members noted that until the Council has a better grasp of the effects of this downturn on the City budget it is hard to commit additional funding.

Members discussed some of the eligibility and criteria for applications including having a brick and mortar location in town and being current on all City accounts. Members were generally supportive of requiring a local brick and mortar location.

Councilmember Leh would like some restrictions on how the money can be spent; it can't be spent on a tax lien for instance.

Councilmember Brown would like to prioritize those businesses that were hit hardest such as restaurants and salons which were required to close under the governor's order.

Mayor Stolzmann asked what size of businesses the Council wants to target with the program. Members discussed various options about how to determine a size including how to count employees (full-time, part-time, or full-time equivalents). Members generally agreed on a size limit of 50 employees or 25 full-time equivalents.

Mayor Stolzmann asked members what types of businesses they want the program to target.

Councilmember Lipton suggested prioritizing sales-tax producing businesses rather than services. Mayor Pro Tem Maloney agreed; for him this is an important criteria for the City.

Councilmember Dickinson stated that might be good for prioritizing the funding but they should be allowed to apply. He noted many service businesses are affected and they should not be ruled out.

Director Pierce noted that she will need clear eligibility criteria for the program to be successful and transparent. If the eligibility is too broad it will require a lot of review time. Staff would like less discretion and more clear criteria that creates a transparent process; something less subjective.

Councilmember Brown would like to make sure the funding gets to those low income businesses who will spend the money quickly. If speed is of the essence we need clear criteria and if that is met you can get the grant.

Mayor Stolzmann stated she would support grants for businesses that produce sales tax and those which do not. Many businesses have no way to do business remotely so they have to be closed. Councilmember Fahey agreed those business also need our support.

Councilmember Lipton suggested having a separate program for service businesses and use this program for sales tax producing businesses.

Councilmember Leh stated service businesses have an impact in the community other than sales tax and they should be considered for funding.

Mayor Pro Tem Maloney supports a clear precise program that can be implemented quickly.

Councilmember Lipton suggested having the Economic Vitality Committee discuss this and bring a suggested program back to the Council.

Mayor Stolzmann summarized the Council's thoughts on the types of businesses to support noting support for sales tax-generating businesses or those required to be closed under the governor's orders.

Mayor Stolzmann asked what eligible expenditures the Council wants to consider.

Councilmember Dickinson suggested rent be an eligible expenditure.

Councilmember Lipton suggested the list of expenditures be left very broad. Most members agreed.

Members generally supported a program with a finite deadline not a rolling deadline so all applications can be reviewed and scored together.

Mayor Stolzmann reviewed the general consensus so far:

- want a small business assistance grant program;
- hope to have multiple phases to the program;
- want to allow businesses to spend the funds in a variety of ways;
- will look to see if the Revitalization Commission can contribute to the funding;
- want to fill a gap that other programs don't cover;
- want to give grants to those with a physical presence in town;
- applicants should be current on all City accounts;
- applicants should have 25 full-time equivalents/50 employees or fewer.

Members also agreed applicants need to be able to show a loss due to Covid-19.

Councilmember Lipton reiterated his suggestion to send the program to the Economic Vitality Committee to bring a suggestion back to Council. Councilmembers Leh and Mayor Pro Tem Maloney agreed.

Mayor Stolzmann was concerned that taking time to go to the committee would add more time to the process.

Councilmember Lipton moved to refer this to the program to the Economic Vitality Committee; seconded by Councilmember Leh.

Roll Call Vote Approved 4-3 to send to the Economic Vitality Committee for more work. Mayor Stolzmann, Councilmember Dickinson, and Councilmember Brown voting no.

RESOLUTION NO. 30, SERIES 2020 – A RESOLUTION REGARDING QUASI-JUDICIAL HEARINGS AT MEETINGS CONDUCTED BY ELECTRONIC PARTICIPATION

Mayor Stolzmann introduced the item. City Attorney Kelly stated that in March in response to facility closure due to Covid-19 the Council changed its Rules of Procedure to authorize the Council to meet electronically. On April 7, the Council also authorized other City boards and commissions to meet electronically as well. However, neither the City Council nor any boards may hold quasi-judicial hearings electronically.

If approved this resolution would allow the Council to do three things:

1. amend the City Council Rules of Procedure to allow the City Council to hold quasi-judicial hearings at electronic meetings if it finds “the nature and expected duration of a health epidemic or pandemic or other state of emergency affecting the City is or will be extraordinary” and procedures have been adopted by Resolution;
2. make the finding required by the City Council Rules of Procedure, that the COVID-19 Pandemic is extraordinary because current information indicates the City Council and appointed bodies may not be able to meet in person for an extended period of time; and
3. authorizes the City Council and appointed bodies to hold quasi-judicial hearings at meetings held by electronic means according to the procedures set forth in the Resolution.

The procedures in the resolution are designed to satisfy constitutional due process requirements of notice and a fair hearing before an impartial decision-making body and procedures have been drafted to provide some administrative flexibility moving forward. Electronic quasi-judicial hearings will be optional at the request of the applicant and applicants will be required to acknowledge the legal risk involved and agree to proceed electronically at their own risk. Those applicants must also agree to defend and indemnify the City in case of any legal challenge arising from holding the hearing electronically. This specifically covers applications under the City’s zoning code.

If an applicant does not want to take the risk, or will not agree to the conditions in the Resolution, the matter will not be scheduled until an in-person hearing can be provided. Also, if at any point there are technical or other challenges that make it no longer feasible or prudent to hold the hearing electronically, the City Manager or their designee can vacate the electronic hearing.

City Attorney Kelly noted residents have raised concerns with the resolution relating to the constitutional processes for referendum. City Attorney Kelly noted this is a valid concern as the referendum process does include zoning and rezoning applications and if a resident wants to move forward with a referendum it would require an in-person signature gathering process.

In response to that concern, Council could amend the resolution to state that those matters subject to the referendum process cannot be heard by the Council in an electronic meeting. This would allow most routine business to move forward. There are

currently three applications in the planning process that could not move forward with that amendment.

Public Comments

Sherry Sommer, 910 South Palisade Court, asked what the three applications that cannot move forward are. She added she feels the timing on this is bad.

Mayor Pro Tem Maloney asked if the indemnification language is really needed. He thinks applicants will never agree to move forward electronically with that requirement.

City Attorney Kelly stated the intent is to give the applicant a way to move forward or wait for an in person meeting while protecting the City's interests.

Mayor Stolzmann noted Council received a number of emails on this issue and they have been entered in to the public record.

Councilmember Leh asked why zoning and rezoning matters are subject to the referendum process. City Attorney Kelly stated the courts have determined zoning and rezoning decisions are policy driven and as such are hard to distinguish from other legislative actions. Therefore citizens should have the ability to circulate petitions to have a referendum on those decisions.

She noted zoning and rezoning applications would be subject to this and that includes GDP amendments.

City Attorney Kelly noted there are quasi-judicial matters outside of the land use process this would affect. Approving this resolution would allow a liquor license application to move forward as well as landmarking applications or Board of Adjustment hearings. Basically any quasi-judicial application that is not a zoning or rezoning could move forward.

Councilmember Brown asked if this could be tied to a specific time frame, perhaps only if Council cannot meet in person after a certain date. City Attorney Kelly stated that is up to the Council.

Councilmember Dickinson stated he supports the resolution so that applicants can move forward with their projects and not have to have the added expense of delays. The process would still be transparent and open to the public. We need to be flexible to keep things moving in this shutdown or future ones.

Mayor Pro Tem Maloney agreed this can be a transparent process electronically and we need to be able to take public comment. He too would like to see options for projects to move forward. He also supports an amendment to note those items subject to referendum cannot be handled electronically.

Mayor Stolzmann stated during a health crisis it is fair to assume not all City business can take place however, she does not support this resolution. Boards can call meetings as soon as the executive order is rescinded to help move projects along. The issue is equal access for all. There are members of the community who do not have computers and cannot access an electronic meeting to give comments. Proper due process is needed for both the applicants and the public. The lack of public participation is too big a risk and she feels the resolution is problematic.

Councilmember Brown stated this is not needed yet. Most quasi-judicial items can wait until in-person meetings are allowed. Given the severity of the situation most items can wait and the City should be focusing on relief programs. We are not at the point we need to consider this.

Councilmember Leh stated he does not think this is necessary yet. There may be reason to do this at some point, but not right now. He is also concerned electronic meetings are not ADA compliant. This should only be considered if and only if we can assure participation by all parties.

Councilmember Fahey stated she supports delaying the resolution until more thought can be put into how to handle it better and she supports the change for removing items subject to referendum from the process.

Councilmember Dickinson reiterated his support for the resolution stating applicants should not have to incur extra costs waiting for an in person meeting. This gives the ability for non-controversial projects to move forward. It is imperfect but we need to be able to adapt.

Councilmember Lipton stated the City will have to move forward in some way and also address other changes that might be coming in the future. This gives us a backup process to deal with the routine matters. He supports the amendment to remove the referendum items.

Councilmember Brown moved to continue this item to May 5; seconded by Mayor Stolzmann.

Councilmember Brown stated this might be premature. We all want the City to continue to function but until we have more clarity on how long this will last and what the impacts are and this can wait.

Mayor Pro Tem Maloney asked if the indemnification language needs to be included in the resolution. City Attorney Kelly stated that decision is up to the Council. Mayor Pro Tem Maloney would like it removed as he feels no applicant will agree to it.

Councilmember Leh stated he feels the indemnification language should be removed. He gave a friendly amendment that when this comes back to Council it include information on if electronic meetings are ADA compliant. Motioner and seconder agree to friendly amendment.

Councilmember Dickinson does not support the delay as it may cost applicants a lot of money. Councilmember Lipton agreed; some projects should be able to move forward. It is not beneficial to the City or citizens to hold up everything.

Mayor Stolzmann supports the motion. Due process is critically important. We have recognized the financial loss to applicants but not the risk to the public who might oppose a project. The public process is critically important.

Mayor Pro Tem Maloney stated the changes for referendum items addresses most of the public comments we received and we need a way to move some items forward in the process in these times.

Councilmember Leh reiterated his concerns with the resolution and he supports delaying this to May 5.

Councilmember Dickinson stated he wants action tonight so people don't have to wait another month to move routine items forward.

Roll call vote: 3-4 vote, motion failed. Voting no were Councilmember Fahey; Mayor Pro Tem Maloney; Councilmember Dickinson; Councilmember Lipton.

Mayor Pro Tem Maloney moved to approve the Resolution with the amendment to state that items subject to referendum may not be heard in electronic hearings; seconded by Councilmember Dickinson.

Councilmember Leh made a friendly amendment to strike the indemnification requirement in the resolution. Motioner and seconder agreed to the amendment.

Councilmember Brown stated he feels the indemnification language is necessary. He made an additional friendly amendment that no quasi-judicial hearings be held before May 1. Motioner did not accept the friendly amendment.

Mayor Stolzmann stated she feels the processes established by the Constitution for how we handle quasi-judicial cases are important. She added there is a loss of public trust in the government these days and she is concerned this adds to that. She does not support the resolution.

After further discussion Councilmember Leh rescinded his friendly amendment. He would like the indemnification language included in the resolution.

Councilmember Dickinson stated his goal is not to change how we do business normally but only during this emergency.

Roll Call Vote: 4-3 approved. Voting no were Mayor Stolzmann, Councilmember Brown; and Councilmember Leh.

CITY ATTORNEY'S REPORT

No report.

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

ECONOMIC VITALITY COMMITTEE – no report

FINANCE COMMITTEE – no report

LEGAL REVIEW COMMITTEE – no report

UTILITY COMMITTEE – Councilmember Lipton stated they are planning to meet in early May.

COLORADO COMMUNITIES FOR CLIMATE ACTION – no report

COMMUTING SOLUTIONS – no report

CONSORTIUM OF CITIES – no report

DOWNTOWN BUSINESS ASSOCIATION STREET FAIRE – Councilmember Lipton stated the Committee is looking to move the June dates to August if possible.

DENVER REGIONAL COUNCIL OF GOVERNMENTS – Mayor Stolzmann stated DRCOG is working on Vision Zero and an expanded grant program that might make funding available for some of our projects.

JOINT INTEREST COMMITTEES (SUPERIOR & LAFAYETTE) – no report

MAYORS & COMMISSIONERS COALITION – Mayor Stolzmann reported the group is working on railroad quiet zones.

METRO MAYORS CAUCUS – Mayor Stolzmann stated they are meeting weekly on economic recovery issues.

REVITALIZATION COMMISSION – Councilmember Lipton stated they are meeting next week.

XCEL ENERGY FUTURES – Mayor Pro Tem Maloney stated the next meeting is in late May.

ADVANCED AGENDA – Councilmember Lipton would like to discuss at a future agenda, community resources for residents during this emergency. Councilmember Dickinson agreed.

ADJOURN

Members adjourned at 11:30 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

City Council

Special Meeting Minutes

April 14, 2020
Electronic Meeting
7:00 PM

Call to Order – Mayor Stolzmann called the meeting to order at 7:02 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: **Kathleen Hix, Human Resources Director**
 Meredyth Muth, City Clerk

Others Present: **Kathleen Kelly, City Attorney**
 June Ramos, JRamos Associates, Meeting Facilitator

EXECUTIVE SESSION

CITY MANAGER ANNUAL EVALUATION

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

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

City Attorney Kelly introduced the request for executive session.

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

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

This request involves an evaluation of the performance of the City Manager who is an employee directly appointed by the City Council.

MOTION: Mayor Stolzmann moved the City Council adjourn to executive session for the purpose of an annual performance review of the City Manager and the executive session shall include the City Council, meeting facilitator June Ramos, and the City Attorney as well as Human Resources Director Kathleen Director Hix for a portion of the session; seconded by Mayor Pro Tem Maloney.

Vote: Motion carried by unanimous roll call vote.

The City Council adjourned to executive session at 7:12 p.m.

The Special City Council meeting reconvened at 10:57 p.m.

CITY ATTORNEY REPORT ON THE EXECUTIVE SESSION

City Attorney Kelly reported that while in executive session, the City Council discussed the annual performance review of the City Manager. A summary of the performance evaluation will be prepared pursuant to section 8-1(d) of the Home Rule Charter and proposed amendments to the City Manager's employment agreement will be prepared for Council consideration at the May 5 Council meeting.

ADJOURN

Members adjourned at 10:58 pm.

Ashley Stolzmann, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF RESOLUTION NO. 33, SERIES 2020 – A
RESOLUTION APPROVING AN AGREEMENT WITH UTILITY
ASSOCIATES FOR BODY-CAM AND VIDEO DATA STORAGE
SYSTEMS**

DATE: APRIL 21, 2020

PRESENTED BY: DAVID HAYES, CHIEF OF POLICE

SUMMARY:

Louisville Police Officers have had a Body-cam System since 2015. The contract with current vendor, VIEVU, expires in May of 2020. Neither the City nor VIEVU are interested in a subsequent contract.

Staff solicited proposals through a Request for Proposals (RFP) process, which was advertised on January 3rd and 10th, 2020.

Qualified proposals received were as follows:

- Digital-Ally - \$246,654 (5 year agreement- \$49,331 per year)
- Axon - \$278,446 (5 year agreement-\$55,689 per year)
- Utility Associates - \$401,400 (7-year agreement-\$75,000 for year 1; \$54,400 per years 2-7)

Proposals from each of the listed firms were reviewed by Police and Information Technology Staff, and were rated in a number of categories including their innovative ideas, officer-safety features, and ease in installation and use of the proposed equipment.

As the result of this review and in-person interviews with representatives from both Axon and Utility Associates, Staff recommends approval of a contract with Utility Associates for Body-cam and Video Data Storage.

As part of this agreement, Utility Associates will also provide unlimited digital media storage for the Police Department.

SCHEDULE:

Deployment will be completed no later than July 31, 2020.

PROGRAM/SUB-PROGRAM IMPACT:

Body-cams will allow the Police Department to provide proactive services to the community, and to fulfill the expectations of the residents and assist officers in meeting the objectives of the Public Safety and Justice Programs to work with the community to help ensure safety. In addition, Body-cams will assist us with our sub-program to

SUBJECT: RESOLUTION NO. 33, SERIES 2020

DATE: APRIL 21, 2020

PAGE 2 OF 2

“Maintain community safety and a low crime rate through community engagement, effective patrol, and efficient response times.”

FISCAL IMPACT:

\$401,400 over a seven-year period with \$75,000 being paid for year 1 and \$54,400 being paid for years 2-7. Funding is subject to annual appropriation by the City Council. The 2019 budget included \$24,170, to be carried over in 2020, which is allocated for the contract through May of 2020. Thus, the 2020 budget amendment will include an additional \$50,830 for the 2020 contract year starting in June and the CIP in future years 2-7 will include \$54,400 annually.

RECOMMENDATION:

Approve resolution.

ATTACHMENT(S):

1. Resolution No. 33, Series 2020, A Resolution Approving an Agreement with Utility Associates for Body Cam and Video Data Storage Systems
2. Agreement

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. 33
SERIES 2020**

**A RESOLUTION APPROVING AN AGREEMENT WITH UTILITY ASSOCIATES FOR
BODY CAM AND VIDEO DATA STORAGE SYSTEMS**

WHEREAS, the City desires to engage the services of Utility Associates, Inc. for the purposes of providing body camera and video data storage system services to the Louisville Police Department; and

WHEREAS, a Services Contract has been proposed between the City and Utility Associates, Inc. for such services; and

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

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

Section 1. The Services Contract between the City of Louisville and Utility Associates, Inc. (“Agreement”) is hereby approved in substantially the same form of such Agreement that accompanies this Resolution.

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

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

Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CITY OF LOUISVILLE, COLORADO
SERVICES CONTRACT
PROPOSAL # RFP-Bid 20-1

THIS CONTRACT, made at the City of Louisville, Colorado, by and between the City of Louisville, Colorado (City), a municipal corporation, and Utility Associates, Inc. (Contractor), a Georgia corporation, whose address is 250 East Ponce de Leon Avenue, Suite 700, Decatur, GA 30030.

1 RECITALS:

The City desires to use the services of the Contractor for the purposes of providing body camera system with video data storage management in accordance with Contractor's Proposal attached hereto as Exhibit A (the "Services").

1.1 The Contractor has agreed to provide the Services outlined in the Contractor's Proposal, upon the terms and conditions set forth in this Contract. The Contractor will perform no service under this Contract until direction from an authorized City employee is issued and received by Contractor.

2 **STATION AND QUALITY OF WORK:** The Contractor shall provide and furnish at its own proper cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide Services in strict accordance with the conditions and prices stated in the Contract and other documents; the Contractor shall do everything required by the Contract. Contractor shall perform the 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.

3 **TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION:** The Services to be provided under this Contract shall commence May 15, 2020 and shall continue for a period of seven (7) years through May 15, 2027, with the option of additional renewals, on an annual basis, upon agreement of both parties.

4 **PRICE:** The City will pay the Contractor for the performance of this Contract, a total of **FOUR HUNDRED AND ONE THOUSAND FOUR HUNDRED DOLLARS (\$401,400)** for the total quantities of Services performed as stipulated in the Contractor's Unit Pricing and Other Costs Detail Worksheet, attached hereto as Exhibit A to be paid as follows: \$ 75,000 in first year, and annual payments of \$54,400.00 in years 2-7 of the Contract term. Payments shall be paid within thirty (30) days of the City's receipt of an invoice from Contractor.

5 **FINANCIAL OBLIGATIONS OF CITY:** This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution. All financial obligations of the City under this Contract are contingent upon annual appropriation by the Louisville City Council, budgeting, and availability of specific funds to discharge such obligations.

6 **CONTRACT DEFINED:** This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

- 6.1 Change Orders
- 6.2 Services Contract
- 6.3 Contractor's Proposal (Exhibit A) and Contractor's Unit Pricing and Other Costs Detail Worksheet (Exhibit A-1)
- 6.4 Utility Service Level Agreement/ Utility Software as a Service (SaaS) (Exhibit B)
- 6.5 Certificate of Insurance naming the City of Louisville as additional insured/Workers' Compensation Certificate (Exhibit C)

7 **SERVICE OF NOTICES:** All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following address:

CITY OF LOUISVILLE
Finance Department
749 Main Street
Louisville, CO 80027

8 **COMPLIANCE WITH THE LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding this Contract shall be in either Boulder County Colorado or the United States District Court for Colorado. The Contractor will perform all obligations under this

Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.

- 9 INSURANCE: The Contractor shall not begin any work until the Contractor proves to the City's Finance Department that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City Manager.
 - 9.1 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence. The Contractor shall cause the City to be named as an "Additional Insured".
 - 9.2 WORKERS' COMPENSATION coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
 - 9.3 CERTIFICATE OF INSURANCE: As evidence of the insurance coverages required by this Contract, prior to the effective date of this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

CITY OF LOUISVILLE
Finance Department
749 Main Street
Louisville, CO 80027
 - 9.4 The Certificate shall include the City of Louisville, its officers, agents and employees as "Additional Insureds" on all General Liability and Automobile Liability policies. Insurance coverages shall be obtained from insurance companies authorized to do business in the State of Colorado. If the Contractor or their subcontractors are qualified self-insureds under the laws of the State of Colorado appropriate declarations of self-insurance may be substituted.
 - 9.5 CONTINUATION OF COVERAGE: The Contractor shall not cancel, materially change or fail to renew insurance coverages. The Contractor shall notify the Finance Department of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Contract.
 - 9.6 RESPONSIBILITY FOR PAYMENT OF DAMAGES: Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.
- 10 INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses (including but not limited to attorney fees and court costs) and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.
- 11 STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that the Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY. THE CONTRACTOR IS NOT ENTITLED TO CITY WORKERS' COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEY EARNED PURSUANT TO THIS CONTRACT.** This Contract is not exclusive; the Contractor may contract with other parties.

- 12 **PROVISIONS CONSTRUED AS TO FAIR MEANING:** The provisions of this Contract shall be construed as to their fair meaning, not for or against any party based upon any attributes to such party of the source of the language in question.
- 13 **HEADINGS FOR CONVENIENCE:** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
- 14 **NO IMPLIED REPRESENTATIONS:** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.
- 15 **NO THIRD PARTY BENEFICIARIES:** None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.
- 16 **WAIVER:** No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.
- 17 **TERMINATION:** Either party may terminate this Contract by giving the other party thirty days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination. The City may terminate this Contract without cause; the Contractor may terminate this Contract only for cause.
- 18 **TRANSFERENCE AND AMENDMENTS:** The Contractor may not transfer this Contract to a third party nor in any way amend this Contract without prior written consent of the City.
- 19 **GRATUITIES:**
 - 19.1 It is unlawful and unethical for any person to offer, give or agree to give any City employee, City official or former City employee, or for any City employee, City official or former City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
 - 19.2 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.
- 20 **RESERVATION OF RIGHT TO BAR PERSONS FROM THE WORK AND SITE:** The City reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the City's Work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the City Work site. No increase in contract time or price is authorized.
- 21 **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 22 **VERIFICATION REGARDING ILLEGAL ALIENS:** Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.
- 23 **LIMITATION REGARDING E-VERIFY PROGRAM:** Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.
- 24 **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor

shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

24.1 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

24.2 terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, 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.

25 DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

26 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor’s breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

27 KEY PERSONNEL: The personnel designed by Contractor in its proposal shall be responsible for performing the Services under this Agreement. Should any of the key personnel be replaced, and such replacement requires the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

28 SUBCONTRACTORS: Contractor may utilize those subcontractors identified in its proposal to assist with the Services. The Contractor shall obtain the consent of the City Manager before making any substitutes of these subcontractors, associates or other contractors. The City will not work directly with subcontractors.

29 EQUAL OPPORTUNITY:

29.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

29.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act 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.

EXECUTED this _____ day of _____, 2020.

CITY OF LOUISVILLE, COLORADO

By: _____
Ashley Stolzmann, Mayor

ATTEST:

Meredyth Muth, City Clerk

CONTRACTOR
UTILITY ASSOCIATES, INC.

By: _____
Signature

Name: _____
(Type or Print)

Title: _____

Date: _____

EXHIBIT A
CONTRACTOR'S PROPOSAL



Exhibit A

April 13th, 2020

Chief David Hayes
Louisville Police Department
992 Via Appia
Louisville, CO 80027

Dear Chief Hayes

Utility Inc. is honored that your Department has chosen our Company to provide its Officers with the Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the service agreement that the Louisville Police Department intends to enter into with our Company:

1. Price Proposal:

- a. Body Camera, Vehicle Video & Communications Systems to Support a Total of 42 Officers and 30 Vehicles
- b. A total of 1 Interview Room
- c. Period of Agreement = 7 Years
- d. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, for a period of seven (7) Years for: **\$401,400.00**
- e. Attachment A-1 outlines the details of the price proposal, with part numbers and associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Seven (7) years, each system will include the following:

Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVAILWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 42) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased
- e. Unlimited Retrofits during the first 180 days of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera
- f. AvailWeb Video Management Software and Mapping Interface License
- g. Unlimited Download & Storage – Based on Department's Retention Policy
- h. Smart Redaction Software License
- i. BodyWorn Hardware Refresh at 31st Month of Contract
- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract (84 months)

Every Vehicle (Qty. 30) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Setup of Rocket IoT Control Interface through Vehicle MDC
- d. Installation, Validation, and Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (84 Months)

Every Interview Room System (Qty. 1) will be equipped with the following:

- a. Rocket IoT Interview Room Control Unit, DVR, and Communications Hub
- b. One (1) Fixed Position Camera
- c. One (1) Wall-Mounted Microphone
- d. One (1) Illuminated Wall Switch to Initiate/Terminate Recording
- e. AVailWeb Video Management Software and Mapping Interface License
- f. Unlimited Download & Storage – Based on Department’s Retention Policy

For high speed wireless video offload, Utility Inc. will provide two (2) Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Office wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/ea. See (7) below for details about Smart WayPoint connectivity.

3. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following.

- a. Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

4. Installation Schedule:

- a. Deployment will be completed no later than July 31, 2020.

5. Service Level Agreement (SLA) and Termination for Convenience:

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

6. Payment Terms for Procurement of Goods: In consideration of the potential partnership between Utility and the Louisville Police Department we would like to extend the following payment terms for a direct purchase from Utility with a seven-year term.

- First Year Payment: (Due upon contract signing) **\$75,000.00**
- Annual Payments in Years 2-7: (Due on anniversary date of this agreement) **\$54,400.00**

7. **Network Connectivity Via Smart WayPoint (Utility Access Point):** The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at 317.538.6232 or mwood@utility.com.

Respectfully,



Mark Wood, National Sales Director

Offer Acceptance by Authorized Official:

Title:

Date:

cc. John Watson, Business Manager
Amanda Havice, Chief Financial Officer

EXHIBIT A-1
UNIT PRICING AND OTHER COSTS – DETAIL WORKSHEET

**City of Louisville Police Department
RFP-Bid #201 - Body and Patrol Vehicle Camera Systems with Video Data Storage Management_Changed to 7-Year Contract
Unit Pricing and Other Costs - Detail Worksheet**

Exhibit A-1

A. Hardware - Itemized hardware equipment necessary for body camera and communications system implementation and basis for computation. All materials that are expendable or consumed during the course of the project have been included in the cost.				
Hardware Items	Quantity	Unit Price	Comments	Cost
Body Cameras (BWC)	42	\$800	HD body camera.	\$33,600
Smart Holster	42		Included Holster sensor to automatically start recording of body camera.	\$0
BWC Accessories			Included Patented camera mounting system, 2 per officer.	\$0
BWC Hardware Refresh	42		Included Body camera hardware refresh included at 31st month of 7 year contract.	\$0
BWC Hardware Refresh	42	\$800	2nd Body camera hardware refresh included at 61st month of 7 year contract.	\$33,600
In-Car Communications (Comms)	30	\$1,200	RocketIoT communications and mobile router.	\$36,000
Smart WayPoint (docking station)	2	\$3,500	Wireless docking station (cameras only need 1 station per upload location).	\$7,000
Hardware Maintenance & Support - Annual			Included 24/7/365 equipment maintenance & support. Included in software purchase.	\$0
Interview Room	1	\$9,600	Interview room with 2 cameras.	\$9,600
Other Hardware - Bluetooth Media Controller	42		Included Wrist controller for optional manual activation.	\$0
Subtotal Hardware				\$119,600
B. Software - Itemized software necessary for body camera and communications system implementation and basis for computation. All materials that are expendable or consumed during the course of the project have been included in the cost.				
Software Items	Quantity	Unit Price	Comments	Cost
BWC Software Maintenance & Support - 7 Years	42	\$6,300	AVailWeb - digital evidence management software (DEMS) for body cameras.*	\$264,600
Comms Software Maintenance & Support - 7 Years	30	\$2,520	AVailWeb - digital evidence management software (DEMS) for In-car video systems.	\$75,600
Other Software: SmartRedaction			Included The fastest automatic video redaction software.	\$0
Unlimited Access Package			Included Unlimited access to AVailWeb for DA, command staff, administrative, etc.	\$0
Subtotal Software				\$340,200
C. Services - All service costs associated with the body camera and communications system implementation including (but not limited to): training activities, additional storage, etc. that are expendable during the course of the project have been included in the cost.				
Service Items	Quantity	Unit Price	Comments	Cost
Training Program			Included All training costs are included in the hardware price.	\$0
End Users - Train the Trainer			Included	\$0
System Administrator			Included	\$0
System Configuration			Included All configuration costs are included in the hardware price.	\$0
Installation			Included All installation costs are included in the hardware price.	\$0
Certification, Testing and Verification of Operational System			Included Certification, testing and verification costs are included in the hardware price.	\$0
Travel Related Expenses			Included Utility does not charge the customer for travel or other reimbursable type expenses.	\$0
Support			Included 24/7/365 technical support (included in software fee).	\$0
CAD Integration			Included Integration with CAD system. If Department requires a 3rd party, Department is responsible for fee.	\$0
Storage			Included Unlimited data storage in Amazon's CJIS compliant cloud (AWS) per retention policy.	\$0
Subtotal Services				\$0
D. Price Reduction				
Discount Items				Cost
Multi-Year Contract/ Prepaid Maintenance Discount (7-year contract)				(\$58,600)
Price Reduction				
Budget Summary - Total Cost of Ownership.				
Proposals shall remain valid for 90 days.			Budget Category	Total Cost (7 Year Contract)
			A. Hardware	\$119,600
			B. Software	\$340,200
			C. Services	\$0
			D. Price Reduction	(\$58,600)
			TOTAL COSTS	\$401,200

EXHIBIT B
UTILITY'S SERVICE LEVEL AGREEMENT/ UTILITY'S SAAS AGREEMENT



Exhibit B



Purchase and Service Level Agreement

INTRODUCTION

This purchase agreement describes the levels of service that Client will receive from Utility Associates, Inc.

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the business.

This purchase agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Purchase Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Louisville Police Department	Utility Associates Inc.
992 Via Appia Louisville, CO 80027	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Key Contact: Chief David Hayes DHayes@LouisvilleCo.gov 303.335.4633	Key Contact: Amanda A. Havice 404-816-0300 ahavice@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 42 Supplied by Utility	1
Bluetooth Controller	Qty 42 Supplied by Utility	2
AvailWeb	Qty Unlimited Licenses Supplied by Utility	1
RocketIoT Communications	Qty 30 Supplied by Utility	1

Smart WayPoint(s)	Qty 2 Supplied by Utility	1
Interview Room Solution	Qty 1 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update tasks**.
- The issue has been caused by **unsupported equipment, software or other services**.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the system used by the Client. The Service Level Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client. At a minimum, Supplier will provide an update every 24 hours on support progress toward resolving any issues which require more than 24 hours to resolve.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVail™", "AVail Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year purchase agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of up to seven (7) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear purchase agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (iii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is

designed to foster the support of local small business in your respective area **and is completely voluntary.**

(i) Resellers **may** participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.

(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.

(iii) Certification fees. Should the Client chose to participate in this program, the certification of each local uniform reseller will be charged to The Client at \$2,500 per session.

e. As part of the offering with a multiyear purchase agreement, UA will provide a \$200 allotment towards any combination of new BodyWorn ready, standard uniforms, per body camera purchased.

1.2.1 Uniform Retrofit Pricing Schedule.

a. BodyWorn - **standard** garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, BodyWorn Ready	\$13
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Example Required	Soft Shell Jacket	\$23
Example Required	Soft Shell Jacket, no Front Pocket	\$28
All Standard Uniform Types	Grommet Swap Out	\$10
All Patches and Embroidery Included with sale of the uniform		

b. BodyWorn - **non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail uniforms@utility.com

Description	Price (ea).
Carrier Vest – Horizontal Mounting	\$33
Tactical Vest – Velcro Closure	\$43
Tactical Vest – Center Zipper Closure	\$33
Tactical Vest – Horizontal Zipper with Mounting	\$53
Polyester Polo Shirt – Solid Color	\$43
Polyester Polo Shirt – Dual Color w/ Reflective Strip	\$48
Polo Carrier – Horizontal Zipper	\$43
Patches	
Single	\$3
Pair	\$6
Name Tape – Includes Embroidery and Velcro	\$10
Leather Jacket / Coat.	\$41

USE OF THE SERVICE



Exhibit B



2.1 **Scope of Use.** Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 **End User License Agreements.** The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 **Restrictions.** Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 **Fees.** As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 **Time-and-Materials Service.** If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 **Expressed Warranty.** Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with

either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA

MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided

a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service when it became known to the customer, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of seven years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property

in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of 7 years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional 1 year terms (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is responsible for all Fees due through the next annual anniversary date of the Effective Date of the Agreement. If UA terminates the Agreement under this provision, Customer is entitled to thirty (30) more days of limited use of the Service for the sole purpose of permitting Customer to retrieve Customer Data. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Colorado.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.



Exhibit B



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: Mark G. Wood

Name: Mark G. Wood

Title: National Sales Director

Date: April 13, 2020

EXHIBIT C
CERTIFICATE OF INSURANCE/WORKERS' COMPENSATION CERTIFICATE

**SUBJECT: Q1 2020 LOUISVILLE REVITALIZATION COMMISSION (LRC)
REPORT TO CITY COUNCIL**

DATE: APRIL 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 1st Quarter of 2020. The LRC met three times, including January 13, February 12, and March 11.

DISCUSSION:

At its first meeting of 2020, the LRC determined a new regular meeting date and time, which will be the second Wednesday of each month at 8:00 AM. In January, the LRC revisited an Agreement for Property Tax TIF Revenue Sharing in the Highway 42 Revitalization Area with the Louisville Fire Protection District (LFPD). The agreement outlined that the LRC would provide the District 25% of TIF revenues generated by the 6.686 mill levy and 100% of TIF revenues generated by the recent ballot approved 3.900 mill levy. While the LRC asked the LFPD to provide additional detail on how they anticipated the funds would be spent over the long-term, the agreement was advanced to the City Council, who considered the matter on February 18. At the same meeting, the LRC also began discussions of its 2020 Work Plan and Goals.

In February, the LRC considered an application for Urban Renewal Assistance from 824 South, Inc. The application for assistance on public infrastructure and work in the public right-of-way was reviewed against three goals: removal of blight; positive effect on property values; and advancement of the URA. The Commission was supportive of the project, which would bring a new commercial building to downtown Louisville; they directed staff to prepare an agreement. The LRC also continued its work on refining the 2020 Work Plan, including feedback on draft Goals.

At the March LRC meeting, staff and the Commission reviewed components of the LRC's long-term TIF funding projections. Updated projections are being prepared based on the LRC's input. LRC reviewed the draft agreement for Public Infrastructure Assistance with 824 South, Inc; they concurred to advance the agreement for City Council approval. City Council took action to approve on March 17. Staff shared City Council feedback related to the Property Tax TIF Revenue Sharing with the LFPD; LRC members requested further detail on the District's projections and impact. Further edits were made to the 2020 Work Plan and Commissioners started to discuss prioritization of time and funding. Lastly, the LRC determined to revise its policy about cost sharing for TIF Assistance Analysis, which occurs when an applicant seeks direct financial assistance (not assistance with public infrastructure or utilities). Staff will bring forward a revised policy in the future which reflects the applicant for assistance contributing 50%

of the required analysis; if the project moves forward and is successful, that amount would be rebated to the applicant at a later time.

Minutes are provided below as well as the Urban Renewal 101 for reference from City Council orientation. Agenda packets for the LRC’s 2020 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. January 2020 LRC Meeting Minutes
- 2. February 2020 LRC Meeting Minutes
- 3. March 2020 LRC Meeting Minutes
- 4. Urban Renewal 101

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

Louisville Revitalization Commission

Minutes

**Monday, January 13, 2020
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)**

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present: Chair Steve Fisher
Rich Bradfield
Mark Gambale
Alex Gorsevski
Council member Jeff Lipton
Bob Tofte

Staff Present: Heather Balsler, City Manager
Megan Pierce, Economic Vitality Director
Rob Zuccaro, Planning and Building Safety Director
Kathleen Kelly, Attorney to the City of Louisville
Dawn Burgess, Executive Administrator

Others Present: Mike Kranzdorf, Chris Schmidt, Chief John Willson

Approval of Agenda
Approved as presented

Approval of December 9, 2019 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda

Reports of Commission
None

Business Matters of Commission

- **2020 Open Governments and Ethics Handbook**

Economic Vitality Director Megan Pierce asked LRC commissioners to review the 2020 Open Governments and Ethics Handbook included in the packet.

- **Approve 2020 Posting Notices of Public Meetings**

The LRC approved the following for posting notices of public meetings:

- Website
- Recreation/Senior Center
- Library
- City Hall
- Police Department

- **Election of Officers**

The LRC unanimously elected the following to serve as officers of the LRC for 2020:

Steve Fisher, Chair
Alexis Adler, Co-Chair
Alex Gorsevski, Secretary

- **Approve Meeting Date and Time for 2020**

There was discussion of meeting preferences. The LRC approved meeting on the second Wednesday of each month at 8:00 am starting in February 2020.

- **Discussion/Direction for Agreement Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area**

In September of 2019, the LRC approved a TIF revenue sharing agreement with the Louisville Fire Protection District (LFPD.) The LRC forwarded the agreement to Council for consideration. Council opted to wait until after the November 2019 ballot issues were decided. The agreement, with revisions since the September approval, is included in the packet.

The agreement proposes the LRC would provide the District 25% of TIF revenues generated by the 6.686 mill levy and 100% of TIF revenues generated by the recently approved 3.900 mill levy.

Council member Lipton asked if the money is needed by the LFPD seeing that the voters approved the mill. Chief Willson stated that in the past 10 years there has been a 160% increase in call volume. This has resulted in a decreased response time. The District determined a second engine crew was needed. 80% of the LFPD revenue comes from property taxes. The Chief stated the District's goal was not to seek another mill levy increase for 10 years, and therefore they are requesting the revenue sharing on both mill levies.

Commissioner Bradfield asked about the mill levy comparison in the packet and asked where the LFPD would be without the mill increase. Chief Willson said they thought they would get what they needed going to voters. City Manager Balser said that the LRC did agree to fund the agreement prior to the November ballot. She said most urban renewal authorities have relationships with their special districts. Under new legislation, the LRC would be required to share revenues with other taxing agencies for new mill levy increases. Commissioner Bradfield said he sees a commission that spends money on small potatoes, rather than larger vision. He said he sees a pressing need of fire department. Projecting the total value of the revenue sharing, Commissioner Bradfield asked Chief Willson what the LFPD will do with \$1 million over 10 years. Chief Willson said it will help the LFPD keep people by paying them competitively, replace equipment, keep the station operating efficiently, add staff, and add equipment.

Commissioner Tofte said it is not fair to not have the LFPD share in TIF. Chair Fisher likes the proposed agreement and thinks it is a good use of money. Commissioner Gambale can appreciate how expensive equipment is and training. He has experience with EMS and is appreciative of the request. Commissioner Bradfield is generally supportive and wants to have a plan for money.

The agreement states that the first payment will be made early next year, so the LRC can further discuss the District's detailed plans for funding.

City Council member Lipton made a motion to approve the agreement and forward it to City Council based on additional clarity of how money will be spent specific to the Urban Renewal area and improving the safety of district.

Chair Fisher seconded the motion.
All in favor.

- **Discussion of LRC 2020 Work Plan Draft**

Economic Vitality Director Megan Pierce did brainstorming of ideas with the LRC. She took the feedback and compiled into format to facilitate discussion.

Re: Village Square. Commissioner Gorsevski would prefer to not give money to an owner who does not invest in the property. Council member Lipton said we need to connect with ownership and there are multiple owners. This would be a good use of staff time. Pierce said she can reach out to property owners. Commissioner Bradfield said a sidewalk extension in that area would be helpful. That sidewalk stretch is bad. Would be better for Village Square if pedestrian access were improved. Council member Lipton said street lighting should be looked at. Night lighting in the area is poor.

Commissioner Tofte suggested extending the sidewalk on the south side of Griffith, near the train tracks, though this may be tied to the quiet zone. Council member Lipton said that at Empire Road over 42 there is no button to push for pedestrian/bike crossing. City Manager Balser said sometimes there is an issue as to what is private infrastructure vs public improvements.

Commissioner Bradfield wants to maintain focus on Hwy 42. We've invested a lot there.

Commissioner Tofte suggested the LRC take notes, work on prioritizing a list, keep the work plan discussion on the agenda and continue to discuss. City Manager Balser said Council is starting on budget. Items can be added to budget with LRC assistance.

Council member Lipton said it is hard to prioritize without knowing what our 3 – 5 year goals are. What do we want to focus on? Commissioner Bradfield said the overarching goal is to improve the district.

The draft matrix can be revised to include goals and refine areas of focus. Council member Lipton would like to eliminate Parcel O discussion.

Commissioner Gambale agrees that we need to engage property owners. What are their unmet needs that we can help with? That way we are not assuming things. Commissioner Gorsevski said a lot of this has to do with connectivity.

Council member Lipton feels a joint meeting with DBA and BRaD would not be productive. He noted that City Council has a new group working on Economic Vitality strategy. It is important for us to be on same page. This should be added to list. City Manager Balser said the committee will be putting specific goals and strategies in place. Those items will go to Council. The committee is comprised of Mayor Stolzmann, Council member Maloney and Council member Dickinson. Meetings will be noticed.

Council member Lipton asked if staff can provide Council discussion points from retreat with Stan Zemler from last summer.

Director Pierce will reorganize and develop some language around goals and continue to put on agenda.

- **Discussion of Joint Meeting with City Council scheduled for February 11, 2020 at 5:30 pm**

Typically do recap of what has been done in past year or two. Goals and priorities. Discussion of what you would like to discuss with Council. Chair Fisher would like to hear from Council how LRC is perceived. Commissioner Bradfield would like to talk about goals and alignment. Commissioner Gambale

said it is good to see Mayor Stolzmann's and Council member Dickinson's high level vision since they are new to their roles. Commission requested staff seek an alternate date so there was more time to prepare for the discussion, based on goals and their work plan.

- **Items for Next Regular Meeting February 12, 2020**

Long term TIF Funding Projections

DeLo Update – DeLo Flats PUD has been extended

Property Tax TIF Revenue Sharing (tentative, final approval)

824 S. Street Assistance (tentative) – SRU for hotel. They may ask for infrastructure improvements

Fee for TIF application review

Commissioners Comments:

Latest on Nawatny Ridge? Tours still occurring – boards. A community meeting Thursday, January 16th. GDP may be March or April. Staff will let LRC know when they learn of more tours.

Adjourn: The meeting adjourned at 8:56 am

Louisville Revitalization Commission

Minutes

**Wednesday, February 12, 2020
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)**

Call to Order – Vice Chair Alexis Adler called the meeting to order at 8:00 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present: Alexis Adler
Rich Bradfield
Mark Gambale
Alex Gorsevski
Council member Jeff Lipton
Bob Tofte

Staff Present: Heather Balsler, City Manager
Megan Pierce, Economic Vitality Director
Rob Zuccaro, Planning and Building Safety Director
Kathleen Kelly, Attorney to the City of Louisville
Dawn Burgess Executive Administrator

Others Present: Erik Hartfront, Barbie Iglesias, and Mike Kranzdorf

Approval of Agenda

Approved as presented.

Approval of January 13, 2020 Minutes:

Members discussed whether January minutes accurately reflected the discussion with Louisville Fire Protection District. Commissioner Bradfield had requested the District provide more detail about how the funds from the IGA would be used now and in the future. City Manager Balsler clarified that Staff worked with the District and that this information has been included with the upcoming City Council materials. It will also be provided to the LRC when they next review the agreement.

City of Louisville

City Manager's Office 749 Main Street Louisville CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

Commissioner Gambale made motion to approve the minutes. Commissioner Bradfield seconded. All in favor.

Public Comments on Items Not on the Agenda

None.

Reports of Commission

None.

Business Matters of Commission

- **Discussion / Direction 824 South Street Application for Urban Renewal assistance**

At the end of January, staff received an application seeking assistance for public improvements for a project at 824 S. Main. The project includes the renovation and rehabilitation of an existing structure and construction of a new building for either hotel and/or office/retail space. The packet contains staff review and analysis. The applicant, 824 South, Inc., is seeking just over \$260k for public improvements.

The LRC has reviewed applications against three goals:

- Removal of blight;
- Positive effect on property values; and
- Advancement of URA.

Staff believes this new use would meet all the stated criteria and is consistent with the Highway 42 Urban Renewal Plan.

The applicant is currently constructing the core and shell on the subject property. They are seeking input and hoping to advance the application quickly due to the existing construction schedule.

Erik Hartfronft is the planner and architect on project. Barbie Iglesias is owner. Ms. Iglesias said her vision for the existing structure is a healthy to-go marketplace. Not a sit down, but fast service, prepared meals to go. Possibly wine and beer, hours, 7am – 8 pm. The Inn would have approximately seven rooms in the newly constructed building and two rooms in current building. She is seeking a hotel operator to manage it. The alternative uses under consideration are office and retail. Closest example to her concept is the Bradley House in Boulder.

Hartfronft said he is excited to work with Ms. Iglesias on this project and it is needed downtown. Pricing is challenging for the hotel concept and construction costs are rising. The applicant was also clear this is an owner-occupied project where Ms. Iglesias has decided to make this substantial investment in Louisville.

They are trying to defray costs and this assistance request seeks to stay in the public right-of-way. The conversion to three-phase power in the alley will benefit future commercial buildings. They are suggesting to add private parking in the alley and increase on-street parking with diagonal spots. Public Works suggested extending the downtown Streetscape along South Street; however, this is not required, so if the assistance package is not awarded, the streetscaping will not be done.

Council Member Lipton asked to clarify the placement of the referenced patio seating. The applicant indicated all outdoor seating is planned to be set-back onto the private property both on Main and on South Street. The request for assistance does not include funds for patio or outdoor seating.

The property as envisioned will be subject to lodging tax and possible sales tax. There will be a net addition of six or seven parking spaces. The applicant indicated they have already paid the fee-in-lieu of parking for five spaces not provided on-site. The analysis of parking needs did not change based on whether the use was hotel or office.

Commissioner Bradfield asked if the infrastructure for electric vehicle charging stations could be incorporated into the project. Mr. Hartfronft stated he thought they could provide stubs from the electric conduit being installed if the City wished to place them in the future. Public Works has already reviewed the conduit plans in line with streetscape components.

Commissioner Gorseveski inquired about the placement of the sewer line under brick pavers as well as the 90-degree bends in the line. Mr. Hartfronft indicated he would review the suggestion with project engineers.

The Commissioners discussed the LRC role in this project as truly providing financial assistance and that all work was related to ROW and utilities. They concurred it was similar to the work in DeLo for which LRC provided financial assistance. Overall the Commissioners were supportive of the project, the owner's vision, and the positive addition to downtown Louisville.

Staff and Commissioners discussed the process necessary to advance this to City Council on March 3rd.

Commissioner Gambale made a motion asking staff to prepare an agreement and move this request forward. Commissioner Tofte seconded the motion. Council Member Lipton again clarified patio seating is not part of the request; this will be clarified in future materials.

Commissioner Bradfield asked for pro forma data on uses related to sales tax. Staff indicated any analysis would be based on very broad assumptions since the exact mix of uses for the project has not yet been determined.

All in favor.

Vice Chair Adler made a motion for a special meeting Friday, February 21st at 7:30 am. Commissioner Gorsevski seconded. All in favor.

- **Discussion – LRC Goals and 220 Work Plan**

Based on the Commission's request, Economic Vitality Director Pierce drafted broad goals; these plus the other feedback received was incorporated into the packet version. Commissioners requested 824 South Main project be added to Project Area #5.

Commissioners provided additional input to refine the goals. They suggested re-ordering them so that Goal #2 would be listed first. Existing Goal #1 will be re-worded to read: "Participate in funding public infrastructure improvements that will provide community benefit." Existing Goal #3 will be revised to say: "Form public-private collaborations to provide financial assistance that stimulates growth and reinvestment in the Urban Renewal Area."

Commissioner Bradfield suggested the Project Areas should be prioritized so staff has clear direction. Commissioners reviewed several other suggestions on wording of the Actions; these will be incorporated for review at the March meeting.

- **Discussion – Fee or Cost Sharing of TIF Assistance Analysis**

Director Pierce noted that due to the time, the discussion on implementing a fee or cost sharing policy for applicants requesting direct financial TIF assistance would be reviewed at the March meeting.

- **Discussion – TIF Funding Projections**

Director Pierce briefly reviewed the packet materials, including the last long-term projection that was performed in January 2019 and the 2020 LRC budget.

She suggested the LRC may wish to consider some different approaches to the projections so that they are more certain of the funds likely to be available for future projects they may wish to assist with financing. This item will also be reviewed again in March.

Items for Next Regular Meeting: March 11, 2020 @ Arts Center

Property Tax TIF Revenue Sharing

Highway 42 Plan Review and DELO Update

City 2021/2022 Budget

Joint Meeting with City Council Scheduled for April 14, 2020 at 5:30 pm

Commissioners Comments:

The Library meeting Room is not available on Wednesday. Commissioners agreed to meet at the Arts Center.

Commissioner Gorsevski asked for an update on Terraces on Main. Director Pierce reported that she has not heard anything from them recently.

Adjourn: The meeting adjourned at 9:30 am.

Louisville Revitalization Commission

Minutes

Wednesday, March 11, 2020
Louisville Recreation and Senior Center
Imperial Conference Room
900 W. Via Appia Way

Call to Order – Chair Steve Fisher called the meeting to order at 8:00 am in the Imperial Conference Room of the Recreation and Senior Center, Louisville, CO.

Commissioners Present: Chair Steve Fisher
Alexis Adler
Rich Bradfield
Mark Gambale
Alex Gorsevski
Council member Jeff Lipton
Bob Tofte

Staff Present: Heather Balsler, City Manager
Megan Pierce, Economic Vitality Director
Kevin Watson, Finance Director
Rob Zuccaro, Planning and Building Safety Director
Kathleen Kelly, Attorney to the City of Louisville
Dawn Burgess Executive Administrator

Others Present: EriK Hartfrontt, Barbie Iglesias, Mike Kranzdorf, Chris Schmidt, Mr. Iglesias, John Willson

Approval of Agenda
Approved as presented

Approval of February 12, 2020 Minutes:
Approved

Public Comments on Items Not on the Agenda
None

Reports of Commission

None

Business Matters of Commission

- **Discussion - TIF Funding Projections**

Staff prepared a brief memo and asked for feedback before revising projections. Previous projections included developments that are now not likely to occur – moving forward, staff will make projections on projects that have more certainty when they obtain building permits. Council member Lipton suggests the Commission needs an updated spreadsheet; we are looking at spending money. Staff noted PUD approvals last three years and building permits last six months, unless building construction commences and then it does not expire. The Commission discussed how removing previously projected projects will change the available funds for investment and that going forward, projections would be more conservative.

Economic Vitality Director Pierce said that prior financial commitments made by the LRC will be incorporated into the spreadsheet. The LRC can then start to align with CIP or TMP projects based on available funding.

A question was asked about paying of bonds early, which are funded by core area revenues. If you want to pay off early, you'd use revenue generated outside core area. Finance Director Watson will check with bond counsel to see if that is possible from a URA fiduciary responsibility. The Commission felt additional analysis and discussion about the bonds is required. Bonds grew to \$5m, paid down over \$200k in 2019. Vice Chair Adler also requested that staff present an updated fund balance with the revised projections.

- **Discussion/Direction Public Infrastructure Assistance Agreement with 824 South, Inc.**

Staff reported the LRC provided previous support for project. An agreement has been prepared, though it is a slightly different structure than past assistance. Alfalfa's rebates for assistance were done over a period of years. This project will be paid when work is done and approved. Applicant will perform work and have it warrantied; the LRC will also provide the financial guarantee.

There is a timeline for completion so this project will be included in LRC financials. These are expenditures LRC can count on. Projected tax revenues included in packet.

With the Applicant, the Commission discussed the inclusion of conduit for potential future charging stations. In addition, they reviewed prior comments on

the design and placement of the sewer line. Building and Public Safety Director Zuccaro said we do not have requirement for installation of charging stations, but are suggesting conduit or full charging stations as projects come in. There is a CIP to add a few charging stations per year, for which the City is seeking grant funds. Commissioner Bradfield said Charge Point is one vendor. There was discussion about what are the best practices to facilitate the charging stations. The LRC thought it might be an appropriate funding project for the URA, but it would want to react to a plan that outlines the approach and locations.

Ms. Iglesias said everything is moving forward. The Inn does not look like it will happen as there was only one prospect. A broker is still working with the hotel group, but they are not confident. The old house is being rebuilt. The current vision is offices upstairs, retail on first floor with a gourmet to go, eat-in café. She is still looking for a management company. Director Pierce said the action before the LRC today is to approve agreement and send to Council. Then the agreement for assistance comes back to LRC for final approval. She additionally suggested this would go to Council on March 17 and the LRC could hold a special meeting to approve, so as not to delay it until April 8.

Commissioner Bradfield made a motion to approve the agreement. Commissioner Adler seconded the motion. Approved unanimously.

Commissioner agreed to meet at 7:45 am on March 25th for special meeting.

- **Discussion – Property Tax TIF Revenue Sharing with Louisville Fire Protection District**

Director Pierce reviewed Council's consideration of the revenue sharing agreement; Council continued their consideration until May 19. As a next step, the LRC will talk about projections in April and determine what action to take.

Chief Willson and LFPD Board President Schmidt said the ballot was to establish 2nd engine crew and that throughout, they had been anticipating LRC funds. They noted the impact of lost revenue from their mill levy due to the existence of the URA.

LRC agreed the needs brought about by Redtail Ridge were not relevant to this conversation. It was agreed at the next meeting the Fire District would bring forward its request for consideration in light of the forthcoming projections.

Commissioner Bradfield also requested projections, annualized data and impact.

- **Discussion/Direction LRC Goals and 2020 Work Plan**

Director Pierce noted she incorporated specific Transportation Master Plan projects into the revised Work Plan document.

Council approved a Business Assistance Plan for 511 E South Boulder Road. Pierce described concept for the project. LRC would like her to work with developer to improve street scape—noting that a parking lot would be a private improvement. These are included on the Work Plan. The Commission discussed prioritizing each project area and then actions within those areas.

There was a discussion of Village Square; what is the tipping point and what can we do to push this over to make good things happen?

Commissioner Bradfield said there is a need for strip centers. We don't need to push away marginal services. Consider service mix and ensure there is a spot. Maybe aspiration should be to upgrade and reinvest in the area. Mike Kranzdorf said if the 511 E. South Boulder road project materializes it could catalyze the area.

Commissioner Bradfield said Hwy 42 should be top – take it as far as we can get it, then Delo.

Director Pierce will populate priority column for LRC to react to and revisit at the next meeting. She will send out in advance for LRC to consider.

- **Discussion – Fee or Cost Sharing for TIF Assistance Analysis**

Chair Fisher wants applicant to pay for all of analysis when an outside consultant is hired. Most communities either pay for all or do a cost share. Council member Lipton would be comfortable with a share agreement. Commissioner Adler suggested have the applicant pay then reimburse them when the pull building permit. Commissioner Bradfield said we need a process that encourages commitment, but on the other hand, we need to be competitive. In seeking middle ground, if the project is successful, we will accept full cost of analysis. 50% in initially, then rebated if project moves forward. This decision would need to be revised in policy, which will be brought back for consideration.

- **Items for Next Regular Meeting April 8, 2020**

City Council Dinner/Study Session (April 14, 2020 @ 5:30)
Highway 42 Plan Review and DELO Update – have staff provide update with map.

Commissioners Comments:

Update on Terraces on Main – no real update.
Council member Lipton noted staff is doing a great job. Packets have greatly improved.

Adjourn: The meeting adjourned at 9:43 am

SUBJECT: DISCUSSION/DIRECTION – URBAN RENEWAL “101”

DATE: MAY 14, 2019

PRESENTED BY: AARON M. DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

The City Council has requested an Urban Renewal 101 topic for their May 14, 2019 meeting. The Louisville Revitalization Commission (LRC) recently had a similar discussion. The information provided gives an overview of Colorado Urban Renewal Law, implementation of Tax Increment Financing (TIF), and related documents among governmental entities in Louisville as it relates to urban renewal implementation.

Staff is also providing a draft criteria document to help evaluate requests for direct financial assistance for City Council discussion.

BACKGROUND:

The following is a brief description of the various topics we will discuss at the meeting.

Urban Renewal Statute

Urban Renewal Authorities are governed under Colorado Urban Renewal Law ([C.R.S. 31-25-101](#)). The statute outlines the formation, powers, plan approval process, financing options, coordination with other governing bodies, and other topics related to Urban Renewal Authorities (which the LRC is the City’s designated Urban Renewal Authority). The overarching purpose of the Urban Renewal law is to remediate and prevent the spread of slum and blighted areas within Colorado municipalities. According to the Department of Local Affairs (DOLA) website there are [61 active urban renewal authorities](#).

Several changes have been made to the Urban Renewal Law over the years. The most recent significant change was the approval of HB 15-1348, which requires changes to urban renewal authority boards, negotiating agreements with taxing authorities, and allocation of new approved mill levies when a substantial modification or new urban renewal area is made (through clean-up language from SB 18-248). Should the City modify an existing urban renewal plan, or adopt a new urban renewal plan, the changes needed to comply with the new legislations are:

- Have commissioners appointed that represent BVSD, the County, and a person representing the special districts in town. This can be done through an increase in the number of commissioners appointed to the board.
- Negotiate cooperation agreements with all taxing districts within the urban renewal area boundaries.

- Allocate TIF revenue back to taxing districts that approve increased mill levies after establishing the new area or making a substantial modification.

No substantial modifications have been made to either of Louisville's two urban renewal plans since January 1, 2016, so these statutory changes do not apply to the LRC at this time.

Determining Blight

A step in the Urban Renewal Area approval process is the determination whether blighting factors exist in the Area. A conditions survey is conducted to analyze the Area related to each of the 11 blighting factors outlined in the Urban Renewal Statute. Those blighting factors include:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k) (Deleted by amendment, L. 2004, p. 1745, § 3, effective June 4, 2004.)
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the

owner has waived any rights of such owner in connection with laws governing condemnation.

Determining whether blight factors exist within such an Urban Renewal Area is a legislative determination made by the City Council of the municipality. Once such determination is made, the blighting factors are determined to exist for all properties within the Urban Renewal Area.

The Urban Renewal Authority

Louisville's Urban Renewal Authority was originally established in the 1970's to utilize state and federal funding opportunities for creating affordable housing in the community. In 2005, the Authority was re-established as the Louisville Revitalization Commission to be the entity for urban renewal activities.

In 2007, a citizen initiative went to the Louisville voters to ask whether the Urban Renewal Authority should transfer to the Louisville City Council' control rather than the appointed LRC board. The initiative failed to pass, continuing the current LRC structure we have today.

Urban Renewal Plans

Within Louisville, there are two Urban Renewal Areas under the jurisdiction of the LRC. They are the Highway 42 Urban Renewal Area and the 550 S. McCaslin Urban Renewal Area.

The [Highway 42 Revitalization Area](#) was established in 2006 by the City Council by Resolution 37-2006. Nine (9) blight factors were determined present for the Highway 42 area. They are:

- a) Slum, deteriorated, or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d) Unsanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Unusual topography or inadequate public improvements or utilities;
- h) The existence of conditions that endanger life or property by fire or other causes;
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- j) Environmental contamination of buildings or property;
- k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical and underutilization of vacancy of sites, buildings, or other improvements.

The [550 S. McCaslin Urban Renewal Area](#) was established in 2015 by the City Council by Resolution 58-2015. Four (4) blight factors were determined present for the 55 S. McCaslin area. They are:

- a) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b) Deterioration of site or other improvements;
- c) Defective or unusual conditions of title rendering the title nonmarketable;
- d) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

Urban Renewal Plans are documents that lay out the qualifying conditions, objectives, implementation, and financing tools for the LRC to implement.

City/LRC Cooperation Agreement

When the City approved the initial Urban Renewal Plan for the Highway 42 Area the City also approved a [Cooperation Agreement](#) between the City and the LRC, which Agreement was amended and restated in 2015. Highlights of the Amended and Restated Cooperation Agreement include:

- The City provides administrative and legal support services to the LRC in connection with its operations.
- The LRC's budget must be submitted to the City Council for review and approval prior to LRC adoption each year.
- Any LRC expenditure not included in its annual budget must be reviewed and approved by the City Council.
- Prior to issuing bonds (or any other capital financial obligation or financial obligation extending beyond the end of the current fiscal year) must be approved by resolution adopted by a majority of the City Council finding the City's interests in connection with such bonds or other obligations are adequately protected.
- As provided in the Urban Renewal Plan, the City Council must approve allocation of any municipal sales tax increment.
- Also as provided in the Urban Renewal Plan, the City Council must approve by resolution any redevelopment agreement or other contract with developers or property owners.

Tri-Party Agreement with the City, LRC, and Boulder County

When the Highway 42 Urban Renewal Plan was approved, a [Tri-Party Agreement](#) among the City, LRC, and Boulder County was executed to commit a portion of the TIF revenues back to the County during the life of the TIF collection period (25 years). The original agreement committed to the LRC paying to the County 14.3% of annual TIF revenues starting January 1, 2015, not to exceed \$6,150,000 in total payments to the County. There is a renegotiation clause in the agreement that states if the County does not enter into a similar agreement with another Boulder County municipality within the first 7 years of the Plan, the County reimbursement percentage changes to 7.15% of TIF revenues and maximum payment is \$3,075,000.

No other Boulder County municipality has a similar agreement with the County.

LRC Budget and Projections

The LRC approves an annual budget to layout the anticipated revenues and expenses for the year. The budget is also reviewed by the City Council in accordance with the Cooperation Agreement. Attached is a spreadsheet summarizing the annual budgets since 2012. The LRC first started seeing revenues exceed costs in 2014 and has gradually increased from new construction projects being completed in the UR Area.

The LRC developed a spreadsheet to help in modeling future TIF revenues and updates it on a periodic basis. The model assumes organic increased values of the base and increased valuations and estimates when anticipated new construction projects may be completed. Attached is the most recent version of the model.

Property Tax Increment Financing

Tax Increment Financing (TIF) is a unique mechanism that enables an urban renewal authority or board to use the net new tax revenues generated by projects within a designated urban renewal area to help finance future improvements. TIF is new source of tax revenue, not an additional tax, which would not be available but for the increased property value that is largely attributable to the new investment. When a redevelopment project is being planned, the urban renewal authority or board analyzes how much additional property and/or sales taxes may be generated once it is completed. That “tax increment” then can be used by the urban renewal entity either to finance the issuance of bonds or to reimburse developers for a portion of their project costs. In either case, the new tax revenue that is created must be used for improvements that have a public benefit and that support the redevelopment effort by eliminating blight, such as site clearance, streets, utilities, parks, the removal of hazardous materials or conditions, or site acquisition. (Source: Denver Urban Renewal Authority)

The Urban Renewal area has a base property valuation established on the value of property and its improvements when the area was formed. That base valuation then ‘floats’ over the 25 year life of the area as the value of the original improvements and property may go up or down over time. The incremental property value is created through taxable new construction and improvements to properties in the area that generates property tax revenue above the base valuation for the area.

TIF can be utilized through several methods to a project:

- TIF Rebate – The increased property tax revenue generated by the project in future years is rebated back to the owner.
- TIF Bond – The LRC can sell a bond to generate up-front funding to a project paid back through the project’s increased property taxes collected through TIF. The LRC has completed one TIF revenue bond (Delo Core Area). The bond is

owed by the LRC, not the City of Louisville, so the debt is not an obligation to be repaid by the City.

- TIF Contribution – LRC may use existing TIF revenues to contribute to a project. Assistance to City CIP projects has been done this way.

The LRC is not a taxing district with its own mill levy, as defined in TABOR, so the LRC is not subject to TABOR's requirements and limitations.

Property tax increment financing has been implemented for the Highway 42 Area, but not for the 550 S. McCaslin area.

Sales Tax Increment Financing

Urban Renewal Law also allows for Authorities to collect the increase of sales taxes generated within an Area above the base amount established when the area was established. Similar to property tax increment, sales tax increment funds can go towards projects that meet the requirement of the Urban Renewal Plan.

Sales tax increment financing is not authorized under the 550 South McCaslin Urban Renewal Plan. And although it is authorized under the Highway 42 Revitalization Area Urban Renewal Plan, further action by the City Council would be required to allocate municipal sales tax increment within the urban renewal area. Sales tax increment has not been collected or used in the Highway 42 area.

Eminent Domain

Another power Authorities may use is the ability to acquire private property through eminent domain if the Authority (and in Louisville, also the City Council) finds it is necessary for the "public good" and usually as a last resort. Most municipalities are extremely reluctant to use their eminent domain powers for many reasons, not the least of which is the lengthy acquisition and negotiation process.

The Highway 42 urban renewal area does not have eminent domain power as such actions must be done within 7 years of establishing the area. The 550 McCaslin area does have eminent domain power, but only with the approval of the property owner. This is due to the area having only 4 identified blight factors (5 factors are needed to allow for involuntary eminent domain actions).

LRC Financial Assistance

In 2013, the LRC established an application for assistance for property owners to request the LRC's help in completing a project. The application envisions two ways in which the LRC can assist a development: Infrastructure projects and direct financial assistance.

- Infrastructure Projects

Assistance is generally provided to projects for public infrastructure improvements needed to facilitate the revitalization of property within the Urban Renewal Area. Typical public infrastructure investments may include but are not limited to unifying streetscape elements, improving access and circulation, improving streets and parks, providing for railroad corridor improvements and grade separation, providing for parking, completing utilities. The infrastructure can be either public infrastructure or infrastructure that is privately owned, but needed to remediate or prevent blight.

The LRC has assisted in completing five infrastructure investments to date. They include:

- South Street Pedestrian Gateway – In partnership with the City, the LRC committed to paying for half the construction costs for the new underpass/gateway under the BNSF railroad at South Street. LRC contributed just over \$1,400,000 to the project.
- Delo Core Area public infrastructure bonds – Sold \$4,500,000 in tax increment bonds to build streets and underground infrastructure to facilitate the Delo project.
- Core Area Detention Facility – Budgeted \$325,000 for a regional detention facility to eliminate the need for on-site detention within the Core Area.
- South Street Reconstruction – During the Cannon Street construction, Public Works needed to also reconstruct South Street from Cannon to Highway 42. The LRC contributed \$200,000 to the City for the work.
- Alfalfa's/Centre Court Infrastructure assistance – LRC assisted with sidewalk, lighting, and on-site detention components of the redevelopment project. Provided \$380,000 in TIF rebates to the Developer to pay for the improvements.

The LRC utilizes an [Urban Renewal Assistance Application](#) for property owners to request assistance for their project.

- Direct Financial Assistance

LRC assistance can also come in the form of direct financial assistance to achieve financial feasibility for the project. If a project requests direct financial assistance, additional information is required of the applicant to determine whether the project needs it. Project seeking direct financial assistance uses the same [application](#) as for public infrastructure, except for the added requirement to provide financial information showing the project will not occur but for the assistance.

Several Colorado municipalities have provided direct assistance to private developments. Through conversations with colleagues running other authorities or doing research on websites, the following is a list of such projects spurred by TIF assistance directly:

- [Park West Building](#) in Erie – 16,700 square foot commercial building in downtown Erie. Provided a 90% property tax increment rebate up to a maximum of \$1,500,000.

- [Echo Brewery](#) Expansion in Erie – Major expansion of the business’s operation in downtown Erie. Provided a 90% property tax increment rebate up to a maximum of \$1,500,000.
- 615 Briggs St. in Erie – Mixed-Use Commercial building with restaurant, retail, and office. 100% property tax increment rebate not to exceed \$446,050.
- The Post in Lafayette – tenant improvement assistance through existing TIF revenues. \$75,000 forgivable loan.
- 802 Public Road patio improvement in Lafayette– \$60,000 contribution to new patios, fencing, and lighting.
- Downtown Superior - \$2,000,000 allocation for encouraging enhancements to private and public architectural elements and facades.
- Flatiron Marketplace Redevelopment in Broomfield – redevelopment consisting of 890 residential units and 14,000 sf of office and retail uses. TIF rebate consisting of 75% of City and County mill levy and 100% of BVSD mill levy through 2038. Additional reimbursements include \$3,815,305 for water and sewer fees, \$1,670,000 in public land dedication, and 50% rebate of increased sales and use taxes through 2050. Total assistance of \$34,000,000.
- [2460 Welton](#) development in Denver – redevelopment of a vacant lot into a residential and retail mixed use building. \$1,350,000 in developer reimbursement through property tax TIF.
- [Marriott](#) in Colorado Springs - \$15,000,000 TIF bond to construct a parking structure for a new Marriott property.
- [Arvada Ridge Marketplace](#) – \$6,670,000 Sales and Property Tax Pledge to encourage the redevelopment into a Super Target anchored retail center.

The decision to approve a TIF agreement for a project is not a part of the Planned Unit Development (PUD) process. The PUD process relates to whether the project meets the regulatory requirements (e.g. zoning, design, layout) within the City’s codes and ordinances. The discussion of approving financial assistance through Urban Renewal is legislative and independent of the PUD process. An assistance agreement can be considered at any time during the PUD approval process, if the project needs a PUD approval. To date, all approved assistance agreements were considered either concurrent or after a project’s development/PUD process.

The LRC has been working on a document to outline criteria in evaluating the merits of projects requesting direct financial assistance. Attached is the most recent draft. The LRC will be discussing the criteria at their May 13, 2019 meeting. They may have changes to the document that are not reflected in the attached version regarding the evaluating criteria and the eligible rebate percentages. City Council requested this information for discussion at this meeting. Staff is seeking any Council feedback regarding the criteria document components and rebate percentages.

SUBJECT: URBAN RENEWAL 101 TOPICS

DATE: MAY 14, 2019

PAGE 9 OF 9

ATTACHMENTS:

1. Presentation
2. Summary of LRC Budgets since 2012
3. LRC TIF Revenue Projection Model
4. Draft Criteria for Direct Financial Assistance Requests as of April 4, 2019



Urban Renewal in Louisville

City Council Presentation
May 14, 2019



- Urban Renewal Law
 - Purpose
 - Formation
 - Powers
 - Tax Increment Financing
 - Property Tax (real and personal property)
 - Sales Tax (not utilized in Louisville)



- Determining Blight
 - Conditions Survey
 - Blighting Factors
 - (a) Slum, deteriorated, or deteriorating structures;
 - (b) Predominance of defective or inadequate street layout;
 - (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - (d) Unsanitary or unsafe conditions;
 - (e) Deterioration of site or other improvements;
 - (f) Unusual topography or inadequate public improvements or utilities;
 - (g) Defective or unusual conditions of title rendering the title nonmarketable;



- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or



- **Louisville Revitalization Commission (LRC)**
 - Originally formed in 1970's for affordable housing creation
 - Re-established in 2005 to be the urban renewal authority for the Highway 42 Plan.
 - Voter initiative failed in 2007 to make the City Council the urban renewal authority and have LRC be an advisory board.



- **Recent Urban Renewal Law changes**
 - HB-1348 – Requires changes to urban renewal authority boards, negotiating agreements with taxing authorities, and allocation of new approved mill levies when a substantial modification or new urban renewal area is made.



- **Highway 42 Urban Renewal Plan**
 - Blight Factors
 - Purpose
 - Objectives
 - Implementation
 - Property Tax TIF
 - Eminent Domain through Urban Renewal
 - Super majority



- **City/LRC Cooperation Agreement**
 - Support Services
 - Approval of LRC Budget
 - Approving Agreements, Bonds, other financial commitments
 - LRC and City Council as separate



- Agreement with County (Tri-Party Agreement)
 - Shareback of TIF revenues
 - Originally 14.3% of revenue starting in 2015
 - Reduces to 7.15% as no other municipality did a similar agreement
 - No other Boulder County municipality has a similar agreement



- LRC Budget and Projections
 - Budget approved annually by LRC and City Council
 - 2019 budget anticipates \$1,617,000 in revenue, \$1,868,000 in expenditures.
 - 2015 was first annual budget to see significant TIF revenue (\$363,000)
 - LRC Projection for life of TIF updated
 - Estimate revenues from new projects, growth of base and increment value
 - For 2020, \$995,000 in revenue exceeding expenses



- Urban Renewal Tools
 - Tax Increment Financing
 - Property Tax
 - Sales Tax
 - (requires additional authorization by City Council)
 - Facilitating Projects
 - Infrastructure
 - Direct Financial Assistance
 - Bonds, rebates, contributions
 - LRC Application for Assistance



- Infrastructure
 - 5 projects assisted to date
 - South Street Pedestrian Gateway
 - Delo Core Area Infrastructure Bonds
 - Core Area regional detention facility
 - South Street Reconstruction (Cannon to Hwy 42)
 - Alfalfa's / Center Court Infrastructure



- Direct Financial Assistance
 - Assistance to make a redevelopment project financially feasible
 - No agreements to date
 - Application requires financial information on project to determine need
 - Many neighboring communities do direct financial assistance for private development



- Direct Financial Assistance
 - Separate from development approval process
 - LRC working on draft Criteria to assist in project evaluation
 - Draft included in packet



Questions / Discussion

**RESOLUTION NO. 73
SERIES 2015**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION
AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND THE LOUISVILLE
REVITALIZATION COMMISSION**

WHEREAS, the City of Louisville (the “City”) is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City; and

WHEREAS, the Louisville Revitalization Commission (the “LRC”) is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the Act); and

WHEREAS, the Act and Section 18, Article XIV of the Colorado Constitution authorize the City and the LRC to enter into cooperation agreements, and the Act specifically authorizes the City and the LRC to enter into agreements respecting action to be taken pursuant to any of the powers set forth in the Act; and

WHEREAS, in 2006, the City and the LRC entered into a Cooperation Agreement respecting operating funds, support services, general oversight of the LRC to be provided by the City to the LRC, and related matters, which such Agreement was approved by Resolution No. 49, Series 2006; and

WHEREAS, on April 5, 2011, the City and the LRC entered into an Amended and Restated Cooperation Agreement respecting the same matters; and

WHEREAS, the City desires to update and revise certain provisions of the Agreement and for such purpose there is proposed another Amended and Restated Cooperation Agreement between the City and the LRC;

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

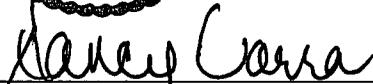
Section 1. The proposed Amended and Restated Cooperation Agreement between the City of Louisville and the Louisville Revitalization Commission (the “Agreement”), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

Section 3. The Mayor, City Manager and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, and are further authorized to execute and deliver any and all documents necessary to accomplish the terms, conditions and provisions of the Agreement.

PASSED AND ADOPTED this 17th day of November, 2015.





Nancy Varra, City Clerk



Robert P. Muckle, Mayor

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (the Cooperation Agreement) is made as of Nov. 17, 2015, by and between the CITY OF LOUISVILLE, COLORADO (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the Charter).

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the Act).

C. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows.

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Cooperation Agreement and the City-approved LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3 LRC Budget By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review and approval prior to LRC adoption. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total \$9,894.00. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC

b. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

c. Notwithstanding the foregoing, the Parties agree that all Costs and Expenses related to the 550 S. McCaslin Urban Renewal Plan shall be paid by the City

5. Approval of Certain Contracts; Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows

a. Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.

b. Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City

Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.

c. Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

d. The LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry to out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.

e. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

f. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

7. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

8. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay

9. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

10. Severability In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

11 Binding Effect. Subject to compliance with Section 13, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns

12 City and LRC Separate Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

13. Assignment This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

14 Governing Law This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado

15 Headings Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

16 Additional or Supplemental Agreements, Organizational Matters The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by

C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC. The LRC as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.

17 Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.



Shirley Carra
City Clerk

THE CITY OF LOUISVILLE,
a Colorado municipal corporation

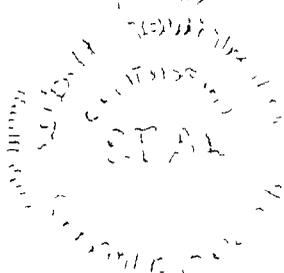
Robas P. French
Mayor

LOUISVILLE REVITALIZATION COMMISSION

Attest

[Signature]
Secretary

[Signature]
Chairman



Highway 42 Revitalization Area
Urban Renewal Plan

City of Louisville, Colorado

Approved December 2006

Prepared for: Louisville Revitalization Commission and Louisville City Council

Highway 42 Revitalization Area Urban Renewal Plan

City of Louisville, Colorado

Approved December 2006

Table of Contents

	<i>Page</i>
Section 1.0: Preface and Background	3
Section 2.0: Qualifying Conditions	12
Section 3.0: Relationship to Comprehensive Plan	13
Section 4.0: Land Use Plan and Plan Objectives	18
Section 5.0: Project Implementation	24
Section 6.0: Project Financing	27
Section 7.0: Changes & Minor Variations from Adopted Plan	30
Section 8.0: Severability	32

Attachments Pending

Attachment 1: Highway 42 Revitalization Commission Conditions Survey

Attachment 2: Boulder County Financial Impact Report

HIGHWAY 42 REVITALIZATION AREA URBAN RENEWAL PLAN

City of Louisville, Colorado

Approved December 2006

Prepared for: City of Louisville Revitalization Commission and Louisville City Council

1.0 Preface and Background

1.1 Preface

This *Highway 42 Revitalization Area Urban Renewal Plan* (the “Plan” or the “Urban Renewal Plan”) has been prepared for the Louisville Revitalization Commission of the City of Louisville, (the “Commission”) pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “Act”). The administration of this project and the enforcement of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Commission.

1.2 Description of Urban Renewal Area

According to the Act, the jurisdictional boundaries of the Commission are the same as the boundaries of the municipality. Additionally, within the municipal boundaries there may be one or more urban renewal areas.

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project. In each urban renewal area, conditions of blight must be present at a level defined by the Act before the Commission can legally exercise its powers. Finally, in each urban renewal area, undertakings and activities that constitute an urban renewal project are implemented as a way to eliminate the conditions of blight.

The Area included in the Urban Renewal Plan (referred to herein as “the Urban Renewal Area” or “the Area”) is located in central Louisville, including downtown Louisville, areas east of downtown, and the area west of Highway 42 between approximately South Boulder Road and Elm Street. The boundaries of the Area are delineated on Figure No. 1, and described in the legal description included in Section 1.2.1. The figure controls the boundary description in case of any conflict with the legal description. The boundaries of the Urban Renewal Area are drawn narrowly as feasible to accomplish the planning and development objectives of the Urban Renewal Plan.

1.2.1 Legal Description

A tract of land within the City of Louisville, located in Sections 4, 5, 8 and 9, Township 1 South, Range 69 West of the Sixth (6th) Principal Meridian, County of Boulder, State of Colorado, said tract being more particularly described as follows:

Commencing at the Southeast corner of Section 8; thence North 00°32'00" East, along the east line of Section 8, a distance of 1325.08 feet to the Southeast corner of the Northeast 1/4 of the Southeast corner of Section 8, said point being the **Point of Beginning**; thence the following courses around said tract:

1. North 89°17'49" West, along the south line of PINE STREET PLAZA and the south line of PINE STREET PLAZA extended easterly and westerly, a distance of 583 feet, more or less, to a point on the westerly line of the Colorado and Southern Railroad right-of-way;
2. South 08°14'20" East, along the westerly right-of-way line of the Colorado and Southern Railroad right-of-way, a distance of 438 feet, more or less, to the northeast corner of MANSOUR-ENGLE SUBDIVISION;
3. South 81°38'25" West, along the northerly line of MANSOUR-ENGLE SUBDIVISION and the northerly line extended westerly, a distance of 188.33 feet, more or less, to the to a point on the west line of the County Road right-of-way;

4. North 14°10'00" West, along the west line of the County Road right-of-way, a distance of 408 feet, more or less, to a point on the south line of the Elm Street road right-of-way;
5. West, along the south line of the Elm Street road right-of-way, a distance of 557 feet, more or less, to the west line of the Roosevelt Avenue road right-of-way, said point being on the east line of Block 1, ACME PLACE;
6. North, along the west line of the Roosevelt Avenue road right-of-way and along the west line of the twenty foot wide alley right-of-way west of Block 5, TOWN OF LOUISVILLE, a distance of 1364 feet, more or less, to a point on the south line of the South Street road right-of-way;
7. East, along the south line of the South Street road right-of-way, a distance of 170 feet to the northeast corner of Block 5, TOWN OF LOUISVILLE, said point being on the west line of the Main Street road right-of-way;
8. North, along the west line of the Main Street road right-of-way, a distance of 2050 feet, more or less, to the south line of the vacated High Street road right-of-way;
9. West, along the south line of the vacated High Street road right-of-way, a distance of 10 feet, more or less, to the east line of TESONE SUBDIVISION extended southerly;
10. North 00°42' East, along the east line of TESONE SUBDIVISION and the east line extended southerly, a distance of 343.55 feet, more or less, to the northeast corner of Lot 1, TESONE SUBDIVISION;
11. South 61°33' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 64.60 feet;
12. South 64°01' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 63.0 feet;
13. South 58°04'30" West, along a northwesterly line of TESONE SUBDIVISION, a distance of 50.0 feet;
14. South 64°56' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 69.0 feet;
15. South 57°12' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 64.50 feet;
16. South 34°48' West, along a northwesterly line of TESONE SUBDIVISION, a distance of 56.73 feet;

17. South 45°32'22" West, along a northwesterly line of TESONE SUBDIVISION, a distance of 33.34 feet to a point on the southeasterly line of SCENIC HEIGHTS SUBDIVISION;
18. North 30°13' East, along the southeasterly line of SCENIC HEIGHTS SUBDIVISION, a distance of 5.37 feet;
19. North, along the east line of SCENIC HEIGHTS SUBDIVISION, a distance of 442.23 feet, more or less, to a point on the South line of the South Boulder Road right-of-way;
20. West, along the south line of the South Boulder Road right-of-way, a distance of 899 feet, more or less, to a point on the west line of LOUISVILLE NORTH 7TH FILING extended southerly;
21. North 00°01'40" East, along the west line of LOUISVILLE NORTH 7TH FILING and said line extended southerly, a distance of 529.41 feet, more or less, to the northwest corner of said Tract II, LOUISVILLE NORTH 7TH FILING;
22. North 49°38'35" East, along the northwest line of Tract II, LOUISVILLE NORTH 7TH FILING, a distance of 170.68 feet to the southwest corner of Tract III, LOUISVILLE NORTH 7TH FILING;
23. South 89°58'20" East, along the south line of Tract III, LOUISVILLE NORTH 7TH FILING, a distance of 637.29 feet, more or less, to a point on the easterly line of the Centennial Drive road right-of-way;
24. South 31°45'59" East, along the east line of the Centennial Drive road right-of-way, a distance of 201.37 feet to the beginning of a tangent curve to the right;
25. Along the arc of the curve to the right and the easterly line of the Centennial Drive Road right-of-way, a distance of 352.37 feet, said curve having a radius of 635.0 feet and a central angle of 31°47'39" to a tangent line;
26. South 00°01'40" West, along the east line of the Centennial Drive road right-of-way, a distance of 44.26 feet to a point on the north line of the South Boulder Road right-of-way;
27. North 89°45' East, along the north line of the South Boulder Road right-of-way, a distance of 583 feet, more or less, to a point on the southwest line of Tract A, CHRISTOPHER VILLAGE FOURTH FILING;

28. North 24°25' West, along the west line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 432.24 feet to the northwest corner of CHRISTOPHER VILLAGE FOURTH FILING;
29. North 89°45' East, along a north line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 194.86 feet;
30. North 54°44' East, along a northerly line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 112.87 feet;
31. North 83°25' East, along a northerly line of CHRISTOPHER VILLAGE FOURTH FILING, a distance of 240.39 feet to the Northeasterly corner of CHRISTOPHER VILLAGE FOURTH FILING, said point being the Northwesterly corner of CHRISTOPHER PLAZA II SUBDIVISION;
32. North 85°08'55" East, along the northerly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 7.41 feet;
33. North 67°07'22" East, along the northwesterly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 316.10 feet;
34. North 66°25'34" East, along the northwesterly line of CHRISTOPHER PLAZA II SUBDIVISION, a distance of 202.09 feet to the northeast corner of Lot 1, Block 1, CHRISTOPHER PLAZA II SUBDIVISION;
35. South 74°15 East, more or less, a distance of 135 feet, more or less, to the northwest corner of LOUISVILLE PLAZA FILING NO. 1 REPLAT 'A';
36. North 89°14'02" East, along the north line of LOUISVILLE PLAZA FILING NO. 1 REPLAT 'A', a distance of 1295.19 feet to the northeast corner thereof, said point being on the east line of the Plaza Drive road right-of-way;
37. South 00°45'58" East, along the east line of Plaza Drive, a distance of 620.0 feet to the beginning of a tangent curve to the left;
38. Along the arc of the curve to the left an arc distance of 47.12 feet, said curve having a radius of 30.00 feet and a central angle of 90°00'00";
39. North 89°14'02" East, along the north line of the South Boulder Road right-of-way, and the south line of LOUISVILLE PLAZA FILING NO. 2, a distance of 268.79 feet to the Southeast corner of Lot 6, LOUISVILLE PLAZA FILING NO. 2;
40. North 02°15'24" West, along the east line of LOUISVILLE PLAZA FILING \NO. 2, a distance of 1921.13 feet, to a point on the south line of WANEKA LANDING FILING

NO. 1; North 89°27'35" East, along the south line of WANEKA LANDING FILING NO. 1, a distance of 1031.40 feet, more or less, to a point on the east line of the southwest quarter of Section 4;

41. South 00°13'25" West, along the east line of the southwest quarter of Section 4 and along the west line of WESTGATE OFFICE PARK FILING ONE extended northerly and southerly, a distance of 1980.58 feet to the south quarter corner of Section 4;
42. South 00°13'25" West, a distance of 60.0 feet to a point on the south line of the South Boulder Road right-of-way;
43. North 89°56'15" West, along the south line of the South Boulder Road right-of-way, a distance of 2528.93 feet to an angle point;
44. South 45° West, along the northwesterly line of that tract of land described in Deed recorded on Film 2123 as Reception No. 1604030, Boulder County records, a distance of 42.67 feet to a point on the east line of State Highway No. 42 (also known as Courtesy Road);
45. South, along the east line of State Highway No. 42, a distance of 3361.38 feet, more or less, to a point on the northwesterly line of EMPIRE ROAD SUBDIVISION, extended southwesterly;
46. North 50°50'53" East, along the north line of EMPIRE ROAD SUBDIVISION and said line extended southwesterly, a distance of 960.69 feet, more or less, to the northeast corner thereof;
47. South 38°07'25" East, along the northeasterly line of EMPIRE ROAD SUBDIVISION and said northeasterly line extended southeasterly, a distance of 528.72 feet, more or less, to a point on the southerly line of the Empire Road right-of-way;
48. South 75°47'38" West, along the southerly line of the Empire Road right-of-way and said line extended westerly, a distance of 1183 feet, more or less, to a point on the west line of Section 9 and the east line of Section 8;
49. South 00°32'00" West, along the east line of Section 8, a distance of 446 feet, more or less, to the **Point of Beginning**.

This tract contains 230 acres, more or less. (Description prepared by Lee W. Stadele, Registered Professional Land Surveyor Colorado License Number 26300)

1.2.2 Figure 1, Urban Renewal Area

The urban renewal plan map is presented as Figure 1 on the following page.

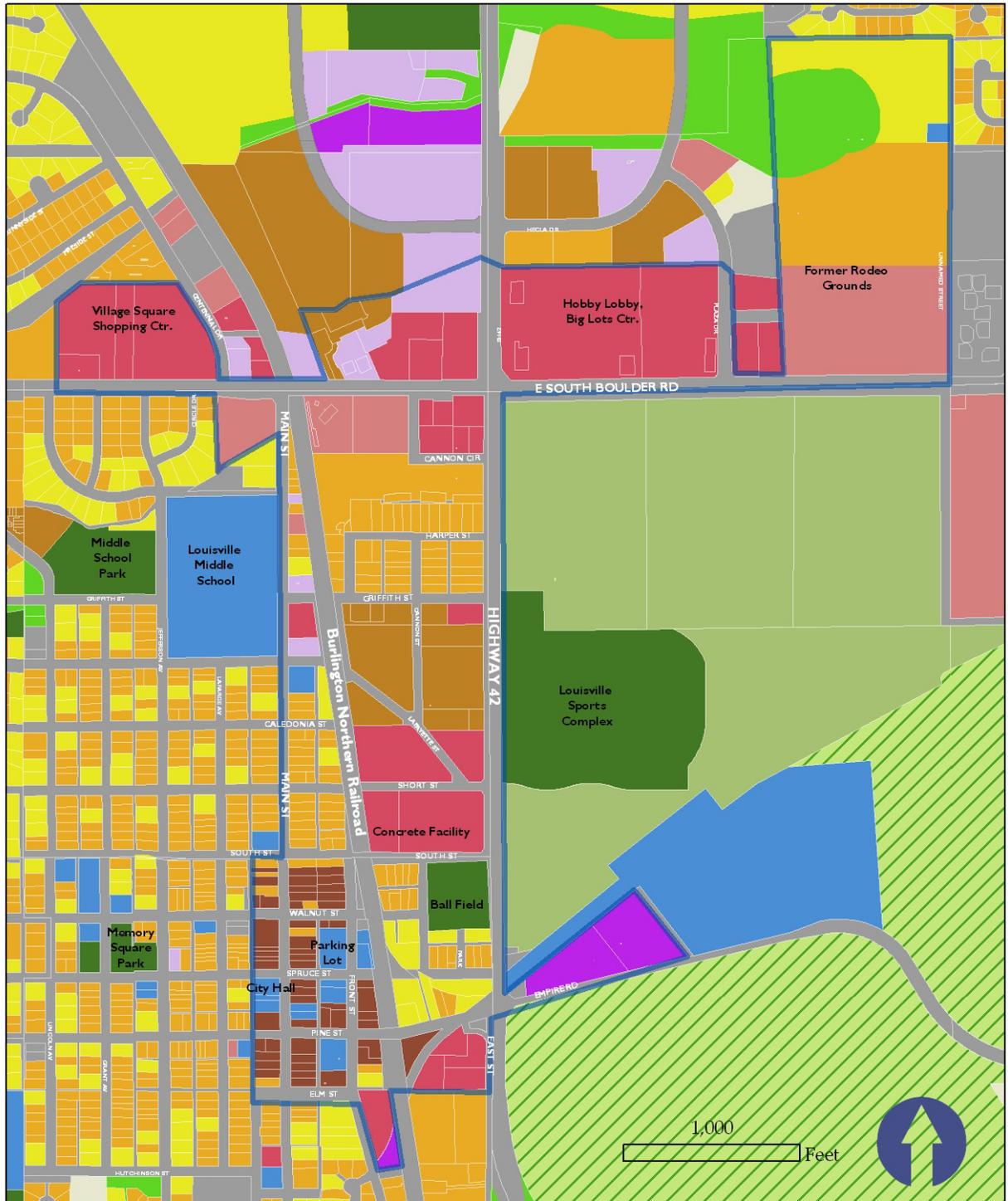
1.3 Purpose of the Plan

The purpose of the *Highway 42 Revitalization Area Urban Renewal Plan* is to reduce, eliminate and prevent the spread of blight within the Urban Renewal Area and to stimulate growth and reinvestment within the Area boundaries, on surrounding blocks and throughout downtown. In particular, this Urban Renewal Plan is intended to promote local objectives with respect to appropriate land uses, private investment and public improvements provided that the delineation of such objectives shall not be construed to require that any particular project necessarily promote all such objectives. Specifically, the Plan promotes an environment which allows for a range of uses and product types which can respond to market conditions over time; further the goals and objectives of the *Louisville Comprehensive Plan*, *Highway 42 Framework Plan* and any other relevant policy document; and, leverage the community's investment in public improvement projects in the Area.

While the principal goal of the urban renewal effort is, as required by the Act, to afford maximum opportunity, consistent with the sound needs of the City of Louisville (the "City") as a whole to redevelop and rehabilitate the Area by private enterprise, it is not intended to replace the efforts of area business development or marketing organizations.

The rehabilitation and redevelopment of properties within the Urban Renewal Area will be accomplished through the improvement of existing structures and infrastructure, attraction of new investment and reinvestment, and prevention of deterioration of properties in the Area. The effort will involve the Commission and City with participation and cooperation by the private sector.

Figure No. 1



1.4 Public Participation

The Plan continues to be made available to business and property owners located within and adjacent to the Plan boundaries, as well as Louisville residents at-large. Notification of the public hearing was provided to property owners, tenants, and residents of record within the Area as required by the Act. Input on the Plan's content was solicited of Area property and business owners, and tenants, as well as the community at-large during an informational meeting held in May 2006.

Presentations were also made at public meetings of the Planning Commission and City Council in the summer of 2006 to receive comments and input on the Plan. It is the intent of the Commission and City Council to provide for public participation in proposed developments and planning efforts which advance the intent of the Plan. Plans and development proposals submitted for approval of the Commission will continue to be made available to the public in an open meeting format.

1.5 Definitions

In addition to terms previously defined in the text, the following terms are used in this Urban Renewal Plan:

Cooperation Agreement – means any agreement between the Commission and the City or any public body (the term “public body” being used in this Urban Renewal Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Commission under this Urban Renewal Plan.

Redevelopment / Development Agreement – means an agreement between the Commission and developer(s) regarding the redevelopment or redevelopment of property within the Urban Renewal Area.

2.0 Qualifying Conditions

The *Highway 42 Revitalization Area Conditions Survey*, dated August 2006 (the “Survey”), was completed by the Denver, Colorado office of Leland Consulting Group. The 21 page Survey includes an Appendix and 24 exhibits which illustrate the location of qualifying conditions, a final map synthesizing the number of qualifying conditions by parcel, and the supporting field survey. The Survey documents the evidence of blight for the Highway 42 Revitalization Area and is incorporated into this Urban Renewal Plan by reference.

The legal term “blighted area” describes a wide array of urban problems, which can range from physical deterioration of buildings and the environment, to health, social and economic problems in a particular area. Based on the Survey completed in connection with the adoption and approval of the Urban Renewal Plan, at least four qualifying conditions of blight, as defined in the Act, are present within the proposed Urban Renewal Area. These conditions, which are summarized as follows, are evidence of a “blighted area” as defined in the Act.

- a) Slum, deteriorated, or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- d) Unsanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Unusual topography or inadequate public improvements or utilities;
- g) Defective or unusual conditions of title rendering the title non-marketable;
- h) The existence of conditions that endanger life or property by fire or other causes;
- i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical

- construction, or faulty or inadequate facilities;
- j) Environmental contamination of buildings or property;
 - k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical and underutilization of vacancy of sites, buildings, or other improvements.
 - l) If there is no objection of such property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) above, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing eminent domain.

As documented in the Survey, 9 of 11 qualifying conditions listed in the Act are present within the Area. The only qualifying condition, which was not identified, was "*defective or unusual conditions of title rendering the title non-marketable.*"

3.0 Relationship to Comprehensive Plan

A general plan for the City, known as the *City of Louisville Comprehensive Plan 2005 Update*, was adopted in 2005 (the "Comprehensive Plan"). The Comprehensive Plan specifically incorporates and included the *Highway 42 Revitalization Area Comprehensive Plan*, as a subarea plan including a recent amendment to the subarea plan regarding conceptual street layouts in the area. That plan also states "As developable land becomes scarcer, underutilized commercial areas will provide opportunities for redevelopment and revitalization that promote economic growth while preserving land use entitlements and property values of adjacent areas." *Policy LU-3*. This Urban Renewal Plan supports, implements, and is in conformance with the goals of, the revised Comprehensive Plan.

Specific goals and policies of the Comprehensive Plan that this Plan will further include the following. Key: LU = Land Use, TS = Transportation, ED = Economic Development, FH = Fiscal Health, HS = Housing, CS = Community Services.

Principle LU-1. Future growth, whether proposed through annexation, rezoning and/or redevelopment, should promote the most efficient use of resources, be consistent with the goals and policies of the City of Louisville and enhance the quality of life for present and future residents of the City of Louisville.

Principle LU-2. The City should maintain a compact urban form to use land efficiently.

Policy LU-2.2: The City should encourage higher density housing development near transit services and commercial centers to create activity nodes that add to the community's quality of life.

Policy LU-2.3: The City should promote mixed-use development as a way to create a walkable and livable community.

Policy LU-2.4: The City should review and revise development regulations as needed to promote a high quality of design, redevelopment, mixed-use development, multi-modal transportation opportunities and the protection of natural features.

Policy LU-2.5: The City should recognize both the fiscal and physical efficiencies in maintaining a compact urban form by encouraging new residential construction to locate adjacent to existing facilities and services.

Principle LU-3. As developable land becomes scarcer, underutilized commercial areas will provide opportunities for redevelopment and revitalization that promote economic growth while preserving land use entitlements and property values of adjacent areas.

Policy LU-3.1: Proposals for new development and/or redevelopment should be based on a consideration of the Framework Plan and the corresponding principles and policies.

Policy LU-3.2: Targeted redevelopment and infill should be encouraged so as to channel growth where it will be beneficial, contribute to the City's vision and improve access to jobs, housing and services.

Principle LU-4. Each Opportunity Area is unique with respect to its location and relationship to the City as a whole. The development or redevelopment within each Opportunity Area should be consistent with the role of that Opportunity Area to achieve the Community Vision.

Policy LU-4.2: Opportunity Area #2 should consist of a healthy and vibrant downtown consisting of a mix of supporting business and residences.

Principle TS-2. The City should promote mass transit as an integral part of the City's overall transportation system by providing connections to regional transit corridors, and enhancing existing service within the community.

Policy TS-2.1: The City should continue to work with the Regional Transportation District (RTD) to expand the existing bus transit network to provide efficient connections to, from, and throughout the City.

Policy TS-2.2: The City should continue to work with RTD to provide rider amenities such as shelters, lighting, security, and bicycle/pedestrian access for transit users, and integrate these into station area designs for all regional transit corridors.

Principle TS-3. The City should integrate transportation and land use decisions to be mutually supportive.

Policy TS-3.1: The City's multi-modal transportation system should be compatible with existing and future land use patterns to effectively shape urban growth.

Principle TS-4. The City should provide a transportation system that has a clearly defined hierarchy, integrates multiple modes of travel, and will meet the City's mobility needs in a manner compatible with fiscal and environmental constraints.

Principle ED-2. The City should direct growth in an economically responsible way, to maintain quality amenities and high service levels for residents.

Policy ED-2.1: The City should strive to achieve complementary land uses that promote an economically healthy community.

Policy ED-3.1: The City should work to maintain and potentially enhance the City's competitive position for economic development.

Policy ED-3.2: The City should make strategic public investments to most effectively encourage private investment that responds to the Community vision and community needs.

Principle FH-1. The City should maintain fiscal balance through effective land use decisions, focused economic development efforts, encouraging a mix of residential unit types and pricing, and strategic public investments, all consistent with the community's desire for high-quality services and amenities.

Policy HS-1.2: The City should pursue strategies that result in appropriately located mixed-use and mixed-income developments, including designating developable land for mixed-use development.

Policy HS-1.3: The City should establish priorities for preserving existing residential structures of historic value.

Policy HS-1.4: The City should improve and maintain the quality of existing housing stock through public and private sector investment and contribution of housing rehabilitation.

Policy HS-1.5: The City should support community organizations and activities that encourage and provide housing rehabilitation and neighborhood improvements.

Principle HS-2. The City should support housing development and redevelopment strategies that promote well-designed, compatible and high quality residential areas that have a mix of unit types and pricing to meet the changing economic, social and multi-generational needs of those who would like to reside in the community.

Policy HS-2.1: The City should encourage residential development that supports the spectrum of housing needs in the community, including housing for seniors and empty-nesters, first time homebuyers and entry-level to mid-level homebuyers by ensuring that a variety of housing types, prices and styles are created and maintained in the community.

Policy HS-2.3: The City should evaluate new and exiting residential uses to ensure that there is a mix of housing types and pricing within the Community that responds to the housing needs of residents and employees.

Policy HS-2.5: the City should target future medium and high-density residential development to infill development locations that are accessible to and integrated with potential employment and transit centers.

Policy HS-4.2: The City should provide for higher density residential housing along major public transit corridors and retail and commercial centers, with lower density residential development located further away from these centers.

Policy HS-4.3: The City should ensure that medium- to high-density zones are established and that minimum densities are met in areas where public transit, including FasTracks and regional transit centers, are planned.

Policy CS-2.4: Development patterns are planned with the consideration of the alignment and location of existing and future public facilities and infrastructure.

The Commission, with the cooperation of the City, private enterprise and other public bodies, will undertake projects and activities described in this Plan in order to eliminate the conditions of blight identified in the Conditions Survey while implementing the Comprehensive Plan.

4.0 Land Use Plan and Plan Objectives

4.1 General Description

The Urban Renewal Area includes 265 parcels and comprises approximately 200 acres. The boundaries of the Area generally include properties west of Highway 42, contiguous to and north of South Boulder Road, north of Elm Street, and east of Main Street to South Street and east and west of Main Street between South Street and approximately Elm Street.

The vision for revitalization of the area is creation of high quality developments which integrate a range of residential and non-residential uses supported by strategic public improvements to facilities, parking, and infrastructure improvements within and adjacent to the Plan boundaries. A combination of uses is proposed all of which will further promote redevelopment of the Area as an enclave with densities comparatively higher than other existing residential neighborhoods in the community.

Existing conditions present within the Area will be remedied by the proposed Plan, but will need to first be identified as a priority public investment item by the Commission in consultation with the City and the community. Improvements will be partially funded by tax increment revenues. Creation of special districts or other financing districts to serve as supplemental funding sources is also possible. Several images representing the character and quality of what is envisioned are presented on the following page.

4.2 Development and Design Objectives

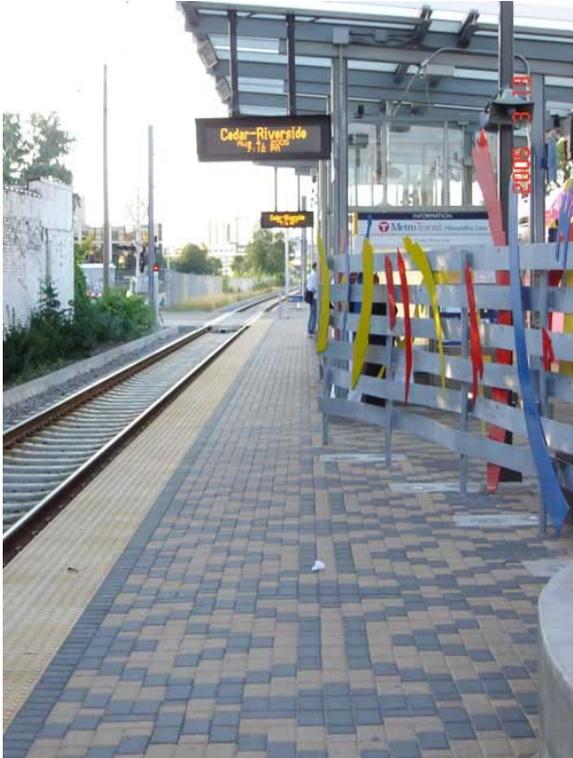
The development objectives for the Urban Renewal Area include establishment of a variety of uses that will allow projects to respond to changing market conditions. Proposed land uses within the Urban Renewal Area include commercial, office, residential, commuter, public, and parking. Design objectives for the Urban Renewal Area also promote flexibility, adaptability to a range of uses and product types and consistency with prevailing market conditions. Other objectives include:

- a) Eliminate and prevent blight
- b) Improve relationship between this area and surrounding areas (neighborhoods, downtown, open space)
- c) Increase property values
- d) Provide uses supportive of and complementary to planned improvements (transit)
- e) Encourage a mix of uses and/or mixed-use projects
- f) Promote a variety of products to address multiple income segments
- g) Provide ease of vehicular and pedestrian circulation and improve connections
- h) Encourage continued presence of businesses consistent with the plan vision
- i) Provide a range of financing mechanisms for private property re-investment and investment
- j) Mitigate impacts from future transportation improvements
- k) Encourage public-private partnerships to implement the plan
- l) Adjust parking ratios to reflect future densities
- m) Encourage shared parking among projects in area
- n) Develop higher design standards including flexible lighting and signage standards
- o) Landscape streetscapes to unify uses and plan components

Representative Images



Representative Images



4.2.1 Redevelopment Opportunities—Catalyst Projects

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze redevelopment throughout the Area. With a limited number of major property holdings, and given the average parcel size, the potential for multiple eligible catalyst projects is limited. Eight reinvestment and / or new investment zones have been identified within the Area, thereby distinguishing potential areas of change from areas of stability. The aggregate impact of potential reinvestment within these areas is reflected in the Financial Impact Report which is incorporated into this Urban Renewal Plan by reference.

4.3 Development Standards

All development in the Plan Area shall conform to the Comprehensive Plan, the Zoning Code, International Building Codes, applicable Design Standards and any site-specific zoning for properties in the Urban Renewal Area, all as in effect and as may be amended from time to time.

In conformance with the Act and Urban Renewal Plan, the Commission may adopt additional design standards and other development requirements applicable to properties in the Urban Renewal Area; provided, however, that any such standards and requirements adopted by the Commission shall be consistent with and no less restrictive than the Comprehensive Plan, Zoning Code, International Building Codes, applicable Design Standards and any site-specific zoning for properties in the Urban Renewal Area, as well as all other zoning and development policies and regulations of the City. ~~Unless otherwise approved by City Council resolution, any such standards and requirements adopted by the Commission shall be consistent with all other zoning and development policies and regulations of the City.~~

4.4 Public Improvements and Facilities

The Commission may undertake certain actions to make the Urban Renewal Area more attractive for private investment. The Commission may, or cause others to, install, construct, and reconstruct any public improvements in the Urban Renewal Area, including, without limitation, streets, sidewalks, underground utility and service facilities, streetscapes, pedestrian corridors, and parking facilities. The Commission may also, or cause others to, install, construct and reconstruct any other authorized improvements in the Urban Renewal Area, including, without limitation, other authorized undertakings or improvements for the purpose of promoting the objectives of this Urban Renewal Plan and the Act.

Public projects are intended to stimulate (directly and indirectly) private sector investment in and around the Urban Renewal Area. The combination of public and private investment will assist in the reinvestment and conversion of the Urban Renewal Area into a viable commercial, residential and employment sub-area supported by multiple forms of transportation and transit with supporting public spaces contributing to increased property and sales taxes.

4.4.1 Infrastructure

New infrastructure (utility) that is required will be located in public rights-of-way or dedicated easements. These systems will be added to the existing infrastructure to the extent possible. Existing services may be removed or abandoned to accommodate new development in the Area.

In undertaking all activities and improvements pursuant to this Urban Renewal Plan, the Commission shall comply with all applicable building and zoning regulations, and other applicable ordinances of the City.

4.5 Other Improvements and Facilities

There could be other non-public improvements in the Urban Renewal Area that may be required to accommodate development. The Commission may assist in the financing or construction of these improvements.

5.0 Project Implementation

The Act allows for a wide range of activities to be used in the implementation of an urban renewal area. It is the intent of the Commission to provide incentives to stimulate private investment in cooperation with property owners and other affected parties in order to accomplish the objectives of the Plan. Public-private partnerships and other forms of cooperative development will be key to the Commission's strategy for preventing the spread of blight and eliminating the blighting conditions. Reliance on powers such as eminent domain will only be considered as a final option as determined by the Louisville City Council, to achieve the redevelopment objectives of this plan.

5.1 Property Acquisition and Land Assemblage

The Commission through purchase or eminent domain or by any method authorized by the Act and the Urban Renewal Plan may acquire property. Any proposal to acquire property under the power of eminent domain must first be approved by the affirmative vote of two-thirds of the entire Louisville City Council. The Commission may temporarily operate, manage and maintain property acquired in the Urban Renewal Area. Such property shall be under the management and control of the Commission and may be rented or leased pending its disposition for redevelopment.

5.2 Relocation Assistance

It is not anticipated that acquisition of real property by the Commission will result in the relocation of any individuals, families, or business concerns. However, if such relocation becomes necessary, the Commission shall adopt a relocation plan in conformance with the Act and consistent with specific objectives which will be identified in that plan. The Commission shall adopt its relocation plan(s) before any individuals, families or business concerns are relocated. The Commission shall solicit public comment on any relocation plan prior to its adoption.

5.2.1 Mitigate Inconvenience and Expense

Development of any relocation program for the Area will be designed to mitigate the inconvenience and expense of individuals, families and business concerns that may be displaced by acquisition of property by the Commission. Any relocation plan adopted by the Commission shall include provisions and mitigation measures required by then applicable law, which may include, by way of example and not limitation, the following:

- the specific methods for temporary or permanent relocations;
- methods for relocation of business concerns in areas that are not generally less desirable with respect to public utilities and public and commercial facilities;
- methods for relocation at rents or prices within the financial means of the persons relocated, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship;
- provisions for payment of reasonable relocation expenses, which expenses may include moving expenses, actual direct loss of property for business concerns, and goodwill and lost profits that are reasonably related to relocation of a business, resulting from its displacement for which reimbursement or compensation is not otherwise made; and
- the procedures for applying for relocation benefits and the manner in which the Commission will pay relocation expenses.

5.2.2 Information Program

Any relocation program will be accompanied by an information program to keep all affected parties advised of relocation activities on a continuing basis and to encourage all such parties to keep the Commission informed of their needs and requirements. The Commission will make adopted relocation plans available to affected parties at no cost and will post such plans, and related information identified by the Commission, on the Commission's website.

5.3 Demolition, Clearance, and Site Preparation

In carrying out this Urban Renewal Plan, it is not anticipated that the Commission will be required to demolish and clear buildings, structures and other improvements from property in the Urban Renewal Area. However, development activities consistent with this Plan, including but not limited to development or cooperation agreements, may require such demolition and clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration. They may also be necessary to alleviate identified hazardous environmental conditions.

With respect to property acquired by the Commission, it may demolish and clear, or contract to demolish and clear, those buildings, structures and other improvements from property pursuant to this Urban Renewal Plan if in the judgment of the Commission such buildings, structures and other improvements can not be rehabilitated in accordance with this Urban Renewal Plan. The Commission may also undertake such additional site preparation activities, as it deems necessary, to facilitate the disposition and redevelopment of such property.

5.4 Property Disposition

The Commission may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements, as it deems necessary to redevelop such property. Real property or interests in real property may be sold, leased or otherwise transferred for uses in accordance with the Act and this Urban Renewal Plan. All property and interest in real estate acquired by the Commission in the Urban Renewal Area that is not dedicated or transferred to public entities, shall be sold or otherwise disposed of for redevelopment in accordance with the provision of this Plan and the Act.

5.5 Redevelopment and Rehabilitation Actions

Redevelopment and rehabilitation actions within the Urban Renewal Area may include such undertakings and activities as are in accordance with this Urban Renewal Plan and the Act, including without limitation: demolition and removal of buildings and improvements as set forth herein; installation, construction and reconstruction of public improvements as set forth herein; elimination of unhealthful, unsanitary or unsafe conditions; elimination of obsolete or other uses detrimental to the public welfare; prevention of the spread of deterioration; and provision of land for needed public facilities. The Commission may enter into agreements with private parties or public entities to provide assistance or undertake all other actions authorized by the Act or other applicable law to redevelop and rehabilitate the Urban Renewal Area.

5.6 Redevelopment Agreements

The Commission is authorized to enter into Redevelopment Agreements or other contracts with developer(s) or property owners or such other individuals or entities as are determined by the Commission to be necessary or desirable to carry out the purposes of this Urban Renewal Plan. Such Redevelopment Agreements, or other contracts, may contain such terms and provisions as shall be deemed necessary or appropriate by the Commission for the purpose of undertaking the activities contemplated by this Urban Renewal Plan and the Act, and may further provide for such undertakings by the Commission, including financial assistance, as may be necessary for the achievement of the objectives of this Urban Renewal Plan or as may otherwise be authorized by the Act. Such Redevelopment Agreements, or other contracts, shall be approved by the Commission by resolution adopted by no less than a majority of all members of the Commission. The Commission shall provide an opportunity for public comment on any such Agreement or contract prior to final Commission approval. The Commission shall also provide any such Agreement to the City Council for Council's review and approval prior to the Commission's final approval thereof. Any such approval by the City Council resolution.

6.0 Project Financing

6.1 Public Investment Objective

It is the intent of the Plan that the public sector play a significant role in revitalization efforts as a strategic partner. Experience has proven that a critical component to the success of any revitalization strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Typical public infrastructure investments may include but are not limited to: unifying streetscape elements, improving access and circulation, improving streets and parks, providing for railroad corridor improvements and grade separation and parking, completing utilities, and creating special districts or other financing mechanisms.

6.2 Authorization

The Commission may finance this Urban Renewal Plan by any method authorized under the Act or any other applicable law, including without limitation, the following: issuance of notes and bonds in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; advance and reimbursement agreements; federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and loans, advances and grants from any other available sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of the Commission.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created. The Commission is not a local government district under Article X, Section 20 of the Colorado Constitution does not limit the debt options of an urban renewal authority in Colorado.

6.3 Project Revenues

Tax Increment Financing

The Urban Renewal Plan contemplates that a primary method of financing this project to be the use of municipal sales and property tax increments as authorized by the Act. The City Council may allocate municipal sales tax increments when the Louisville Revitalization Commission submits a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are to be used. Upon City Council approval, the municipal sales tax increment will be allocated and distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S., which is by this reference incorporated herein as if set forth in its entirety. If there is any conflict between the Act and this Urban Renewal Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the statute.

All property and sales taxes collected within the Urban Renewal Area, by or for the benefit of any public body, shall be divided for a period not to exceed 25 years as follows:

- a) That portion of the taxes which are produced by the levy at the rate fixed each year by or for each such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified, prior to the effective date of approval of the Urban Renewal Plan, or as to an area later added to the Urban Renewal Area, the effective date of the modification of the Plan or that portion of municipal sales tax collected within the boundaries of said Urban Renewal Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan, or both such portions, shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.
- b) That portion of said property taxes or all or any portion of said sales taxes, or both, in excess of such amounts in subparagraph (a) shall be allocated to and, when collected, paid into a special fund of the Commission to pay the principal

of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Commission for financing or refinancing, in whole or in part, the urban renewal project within the Urban Renewal Area. Any excess municipal sales tax collections not allocated pursuant to this subparagraph shall be paid into the funds of the municipality.

- c) The portion of taxes described in subparagraph (b) may be irrevocably pledged by the Commission for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances, and indebtedness.
- d) The City and the Commission may enter into agreements with other public bodies and private parties to provide financial assistance in support of development projects consistent with this plan as may be more fully set forth in the provisions of such agreements. Existing agreements between the City and private parties that are consistent with this plan are intended to remain in full force and effect.

6.4 Financing Mechanisms / Structures

The Commission recognizes that tax increment financing is one tool which can be made available to facilitate investment and that others are needed. The Commission is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with infill development, the Commission recognizes that it is imperative that solutions and resources be put in places which are comprehensive, flexible and creative. Among those deemed reasonable for the Urban Renewal Area are improvement district(s).

6.5 Commission Participating Interest in Private Development Projects

The Commission may require a participating interest in private development projects in which it provides financial support. The philosophy behind this is that public support is frequently needed for projects of this nature, in order to fill a gap left by available traditional financing. In the event the project(s) produces revenues in excess of a market rate of return, the public sector might become a partner and share in the success of the project. In this event, the Commission may also require an excess profits provision. The terms of the participating interest and excess profits provisions will be negotiated in the Redevelopment Agreement(s).

7.0 Changes and Minor Variations from Adopted Plan

7.1 Changes in the Approved Urban Renewal Plan

This Urban Renewal Plan may be modified pursuant to the provisions of the Act governing such modification, including Section 31-25-107 thereof, as the same may be amended from time to time.

7.2 Minor Variations

In specific cases, where a literal enforcement of the provisions contained in the Urban Renewal Plan constitutes an unreasonable limitation beyond the intent and purpose of these provisions, the Commission may allow minor variances from these provisions.

7.3 Cooperation Agreements

For the purpose of this Plan, the Commission may enter into one or more Cooperation Agreements with the City or other public bodies pursuant to the Act. Such cooperation agreements may include, without limitation, agreements regarding the planning or implementation of this Urban Renewal Plan and its projects, as well as programs, public works operations, or activities which the Commission, the City or such other public body is otherwise empowered to undertake and including without limitation, agreements respecting the financing, installation, construction and reconstruction of public improvements, utility line relocation, storm water detention, environmental remediation, landscaping and/or other eligible improvements within the Urban Renewal Area.

The City and Commission recognize the need to cooperate in the implementation of this Urban Renewal Plan for, but not limited to, such items as project financing and administering the construction of public improvements. This paragraph shall not be construed to require any particular form of cooperation.

7.4 Urban Renewal Plan Review Process

The review process for the Urban Renewal Plan is intended to provide a mechanism to allow those parties responsible for implementing the Plan to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended urban renewal activities.

The following steps are intended to serve as a guide for Plan review:

- a) The Commission may propose modifications, and the Commission shall make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and the Act.
- b) Modifications may be developed from suggestions by the Commission, property and business owners, and Staff operating in support of the Commission.

- c) A series of joint workshops may be held by and between the Commission and property and business owners to direct and review the development of Plan modifications.

8.0 Severability

If any portion of the Urban Renewal Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of this Urban Renewal Plan.

**SUBJECT: SWEARING IN OF PRESIDING MUNICIPAL JUDGE AND
DEPUTY MUNICIPAL JUDGES**

DATE: APRIL 21, 2020

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

On March 17, the City Council approved the appointments of David Thrower as Presiding Municipal Judge and Robert Gunning and Karolyn Moore as Deputy Municipal Judges for the Louisville Municipal Court for terms beginning May 1, 2020 and ending December 31, 2021. On April 7, City Council approved contracts for those positions as well. Prior to taking office each judge must be sworn in.

FISCAL IMPACT:

None.

PROGRAM/SUB-PROGRAM IMPACT:

The appointments in the Court help the City meet the goal of having a justice system that is fair, effective, and efficient.

RECOMMENDATION:

N/A

ATTACHMENTS:

None

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

SUBJECT: DISCUSSION/DIRECTION – COMMUNITY RESOURCES FOR COVID-19

DATE: APRIL 21, 2020

PRESENTED BY: MEGAN DAVIS, DEPUTY CITY MANAGER

SUMMARY:

The COVID-19 epidemic has created significant impacts on communities across Colorado, including in the City of Louisville. The impacts of COVID-19 are resulting in economic challenges and in some cases a crisis situation for many individuals and families in our community. The City of Louisville is working with its partners to collect and share resources to provide assistance and support to community members experiencing unprecedented need.

The City of Louisville does not have a Human Services department or provide general human services or programming, with the exception of some grant funding to non-profits and programming for seniors. Like many other cities, most human services are provided by the county, as the county is the recipient of federal and state funding for human services, as well as a local tax to support social services. Boulder County serves as the lead agency in working with community partners, including municipalities, to help those affected by COVID-19.

Boulder County has developed a comprehensive approach to assist county residents (including Louisville residents) in need of assistance due to COVID-19. This includes support for emergency assistance, food and financial assistance, health care and mental health care supports, help with housing, safety supports, child care assistance, legal services, and more.

The Boulder County COVID-19 Resources website <https://www.bouldercounty.org/families/disease/covid-19/covid-19-resources/> includes links for assistance in each of these areas:

- Employment and Unemployment – Unemployment insurance and workforce support.
- Housing – Rental assistance, evictions, and homeless services. The County has launched a new Housing Help-line (via their 303-441-1000 call center) for COVID related housing emergencies.
- Financial Assistance – Such as bill paying, student loans, reverse mortgages, and cash assistance.
- Child Care – Emergency child care providers, child care assistance and mental health for infants and children.

- Food Assistance – Short-term or ongoing assistance for food insecure individuals and families.
- Health Coverage – Health insurance, mental health services, substance abuse and veterans services.
- Mental and Emotional Health – For all residents, first responders and community health workers, and suicide prevention.
- Child and Adult Protection – Child abuse and neglect, domestic violence and vulnerable senior and adult protection.
- Services for Older Adults – Medicare counseling, long-term care ombudsman, nutrition services and food delivery.
- Support for People with Disabilities – Support for individuals with intellectual and development disabilities and veteran services.
- Resources for Businesses – Information about federal programs and resources and workforce assistance.
- Legal Help – Probation and re-entry supports.
- Transportation Services – Information about Via, Access-a-Ride, zTrip and other transportation resources.

The City is working closely with Boulder County to understand specific needs in our community and how future federal and state resources will be made available to meet those needs. Boulder County staff shared that there is a 300-400% increase in county-accessed benefits like Medicaid, Food Stamps, TANF (Temporary Assistance to Needy Families), and overall help line requests, and stated that “many Louisville residents are needing help for the first time.” They reiterated the importance of people in need applying for all public benefits for which they are eligible, as this increases the federal funding relief locally and provides stability to individuals and families that can prevent them from experiencing deeper economic challenges.

At this time, County staff do not have a complete picture of the spectrum of expanded resources that may become available to assist with the post-COVID-19 and longer-term community impacts. City staff will continue to work with Boulder County Housing Authority (BCHA), as the City’s housing authority, and the Boulder County Housing and Human Services department to understand how opportunities for funding and expanded human services will be made available county wide.

Louisville Programs and Services for COVID-19 related community needs.

The City of Louisville has also compiled a resource webpage at <https://www.louisvilleco.gov/residents/coronavirus-update/community-resources> (located under the Coronavirus Update page, Community Resources). The City’s Community Resources page connects Louisville residents to all of these Boulder County services and State of Colorado resources, and also provides other informational resources for members of the community.

In addition, the City has the following city-specific resources available to Louisville residents who are experiencing impacts related to COVID-19.

City of Louisville Senior Services Meal Site – Curb-Side Services:

Due to COVID-19 the City of Louisville Senior Center Brooks Café senior congregate meal site has gone to curbside pick-up only. The City's senior meal site services are primarily funded through City funds, with assistance from the Boulder County Area Agency on Aging (AAA). The Recreation and Senior Services staff is providing meals 7 days a week for pick-up at the Recreation and Senior Center between 12-12:30 pm daily. During the week of April 4, 680 meals over 7 days were served. This service has been incredibly well received by the community, and has provided continuity of food assistance to many seniors who may not be able to cook for themselves, may be afraid to go to the grocery store, or may just need some interaction with a friendly face at the curb.

Seniors begin to line up as early as 11:00 am for the meal pick-up, and staff is able to serve all meals within the half hour time frame. For many of the meal site participants this is their only outing and personal connection of the day so they like to arrive early to get some fresh air and watch what is going on. All interactions occur with proper social distancing, and staff wear masks and gloves throughout the entire operation. Although the line looks long it is very manageable at this time. In addition, Via is providing pick-up and meal delivery to seniors who are not able to drive to pick up their own meals.

Senior Center staff have been coordinating closely with Coal Creek Meals on Wheels, and providing some staff assistance for their delivery needs. Meals on Wheels has expressed that the City's expanded curbside meal services are critical in meeting the nutrition needs in our community, and they would not be able to handle the increased food security needs of seniors if the City were to shut this service down.

Senior Center staff requested supplemental funding to support the COVID-19 related expanded curbside meal program from the Boulder County AAA. The City has received an additional \$63,244 for direct expenses for the program. An additional \$38,325 has also been requested for personnel expenses and is currently under consideration by the Boulder County AAA. The additional funds are special emergency funds related to COVID-19, funded by the Older Americans Act (OAA) and Colorado State Funding for Senior Services (SFSS) to older adults age 60 and older.

In addition, the City has partnered with the Boulder County AAA to provide shelf-stable meals to seniors who cannot access the food they need on their own. Last week staff gave out 100 boxes of 30 shelf stable meals to Louisville residents. While staff is planning for facility re-opening at some point in the future, the meal site is likely to remain curbside pick-up for some time. Staff will continue to make modifications to accommodate curbside pick-up procedures in coordination of the re-opening of the Recreation Center facility.

Senior Support Calls:

Senior Center staff have also begun making personal check-in calls on Louisville seniors who regularly visit the Senior Center. These calls are intended to provide some personal contact with them (over the phone), ask about their physical and mental well-being and any additional supports they may have. Any requests for support are followed-up with by Senior Center staff who are able to connect them to resources through the AAA, Boulder County or other community partners providing supports. To date over 100 phone calls to Louisville seniors have been made.

City of Louisville Utility Assistance program:

Since 2016 the City of Louisville has provided over \$13,000 in water bill assistance to residents of Louisville. The Utility Assistance program is administered by Sister Carmen. In February, 2020 the City provided an additional \$5,000 for water bill assistance funding. According to Sister Carmen, under normal circumstances this funding would last about 1.5-2 years. However, if there is an economic downturn and more Louisville families are impacted by job losses, an increase in requests for utility bill assistance is likely.

Staff recommends that the City continue to replenish the Utility Assistance fund in \$5,000 increments once the current funding has been allocated, at least through the end of the year. At that time the City can re-evaluate the need and determine if additional funding should continue to be added into 2021.

Funding for 2020 community resources:

Sister Carmen is the Family Resources Center and designated agency providing rental and other financial assistance for City of Louisville residents. In addition to direct financial assistance, Sister Carmen provides food assistance/food bank, financial assistance for utilities (which is funded by the City of Louisville for city residents), rent or mortgage, health and transportation services, and much more for Lafayette, Louisville, Superior, and Erie.

In 2020, the City provided Sister Carmen with a \$9,000 grant through the City's nonprofit grant funding program. (Attachment 1) The funding is to assist with operating expenses associated with their work serving those in need in our community. Sister Carmen has submitted a formal request (Attachment 2) for additional funding to help address the increased need from COVID-19 in southeast Boulder County, including the City of Louisville. Funds allocated by the City to Sister Carmen go directly to Louisville families in need. For example:

- In 2019, Sister Carmen provided 171,543 pounds of food to approximately 800 Louisville residents.

- In 2019, they provided \$38,537 in financial assistance (rent/mortgage or electric/gas – not including the utility bill assistance mentioned above) to 52 households in Louisville.
- The percentage of Louisville households Sister Carmen serves each year varies from 12-16%. Last year it was 12%. The percentage went up to 16% during the 2008 recession.
- Since the start of the COVID-19 crisis (March 13), Sister Carmen has reported that the percentage of households from Louisville served has increased to 19.6%, and a 300% increase in overall demand for services.
- The increase in demand from Louisville residents is coming from households who have never accessed assistance before, and is primarily restaurant and small business employees who have been laid off.

Staff recommends that the City double the already approved \$9,000 FY2020 grant funding provided through the General Fund to Sister Carmen in 2020 (for a total grant of \$18,000), in light of their role as a primary community provider for southeast Boulder County and the increased need for services resulting from COVID-19. In addition, staff will request that Sister Carmen provide regular updates to City staff regarding additional increased needs and may request additional funding as necessary.

FISCAL IMPACT:

Through partnerships with Boulder County the City has received an additional \$63,244 for direct expenses in operating the curbside pick-up for the senior meal site. The staff recommendation for additional funding for Sister Carmen would require a \$9,000 increase in the current allocation to this organization for their services. The replenishment of the Utility Assistance fund would have a \$5,000 budget impact if/when additional funds are needed. Staff will incorporate any funding changes into the 2020 budget amendment for Council approval.

PROGRAM/SUB-PROGRAM IMPACT:

The Governance & Administration subprogram speaks to governance based on thorough understanding of the community's diverse interests executed through clear and effective policy direction. This discussion considers Council policy direction to address the changing needs and interests of the community resulting from COVID-19.

RECOMMENDATIONS:

Staff recommends the following increase in investments to help address the community impacts of COVID-19.

- The City would continue to replenish the Utility Assistance fund in \$5,000 increments from the City's Utility Fund, once the current funding has been allocated until the end of 2020. At that time the City can re-evaluate the need and determine if additional funding should continue to be added into 2021.

- The City would provide \$9,000 from the General Fund in additional assistance to Sister Carmen at this time, due to the COVID-19 related increase in services needed to assist Louisville residents.

ATTACHMENT(S):

1. 2020 Nonprofit Awards – December 2019 Finance Committee Packet
2. Sister Carmen request for funds

STRATEGIC PLAN IMPACT:

<input 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 checked="" type="checkbox"/>	 Engaged Community	<input type="checkbox"/>	 Healthy Workforce
<input type="checkbox"/>	 Supportive Technology	<input type="checkbox"/>	 Collaborative Regional Partner

**SUBJECT: NON-PROFIT GRANT PROGRAM – FINANCE COMMITTEE
RECOMMENDATIONS FOR 2019 AND 2020**

DATE: DECEMBER 18, 2018

PRESENTED BY: KEVIN WATSON, FINANCE DIRECTOR

SUMMARY:

The 2019 adopted budget and the 2020 budget plan each contain \$35,000 for grants/contributions to non-profit agencies. Of that amount, \$5,000 for each year is reserved for the Utility Billing Assistance Program in partnership with Sister Carmen. The remaining \$30,000 per year is available for distribution as part of the Non-Profit Grant Program.

The Finance Department received seventeen applications for funding, which total \$54,800 for 2019 and \$55,300 for 2020. The Finance Committee has reviewed these applications and, at the November 19, 2018 meeting, made its final recommendations.

Below is a table summarizing non-profit grants from 2016 through 2020 and including the 2019/2020 requests (highlighted in blue) and the 2019/2020 Finance Committee recommendations (highlighted in green).

Please note that Sister Carmen has enough funds remaining for the Utility Billing Assistance Program that no additional contribution for that purpose is recommended for 2019.

**SUBJECT: NON-PROFIT GRANT PROGRAM – FINANCE COMMITTEE
RECOMMENDATIONS FOR 2019 AND 2020**

DATE: DECEMBER 18, 2018

PAGE 2 OF 2

City of Louisville, Colorado
Non-Profit Grants & Contributions
2016 Through 2020

Organization	2016 Grant	2017 Grant	2018 Grant	2019 Request	2019 FC Rec	2020 Request	2020 FC Rec
Association for Community Living in Boulder County	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Boulder County Cultivate (formerly CareConnect)	1,000	2,000	2,000	3,000	2,000	3,000	2,000
Boulder County Legal Services	600	600	600	1,000	600	1,000	600
Boulder Valley Women's Health Center	-	-	-	2,500	-	2,500	-
Clinica Family Health Services	5,000	6,400	5,400	6,000	5,400	6,000	5,400
Coal Creek Meals on Wheels	3,000	2,500	2,500	3,000	2,500	3,000	2,500
Community Food Share	2,500	2,500	2,500	5,000	2,500	5,000	2,500
Dental Aid	2,000	2,000	2,000	4,000	2,000	4,000	2,000
Good Samaritan Medical Center Foundation	-	-	-	2,500	-	2,500	-
Imagine Foundation - Developmental Disabilities Center	1,000	1,000	1,000	1,500	1,000	1,500	1,000
Impact on Education	1,750	2,000	2,000	4,000	2,000	4,000	2,000
Intercambio Uniting Communities	500	500	500	1,000	500	1,000	500
Louisville Community Food Bank	800	-	-	800	-	800	-
Louisville Senior Advisory Board	4,250	2,000	-	-	-	-	-
Safehouse Progressive Alliance for Nonviolence	1,500	1,500	1,500	2,500	1,500	2,500	1,500
Saint Benedict Health & Healing - Free Medical Clinics	400	-	-	-	-	-	-
Sister Carmen Community Center [1]	7,700	9,000	9,000	15,000	4,000	15,000	9,000
TRU Community Care	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Voices for Children CASA	500	500	500	500	500	1,000	500
Totals	35,000	35,000	32,000	54,800	27,000	55,300	32,000

[1] Includes \$5,000 per year restricted for Utility Assistance for years 2016 through 2020, excluding 2019 due to unspent balance.

FISCAL IMPACT:

The City's 2019 General Fund budget and the 2020 General Fund budget plan each include a \$35,000 appropriation in account 101-1-10-101-121-538420 for contributions/grants to non-profit organizations. Of this amount, \$5,000 each year is reserved for the new Utility Billing Assistance Program leaving \$30,000 per year for the Non-Profit Grant Program.

RECOMMENDATION:

Staff recommends approval of \$27,000 for 2019 and \$32,000 for 2020 to be distributed to the organizations and in the amounts as recommended by the Finance Committee.

ATTACHMENT(S):

The actual grant applications are extensive and consequently, instead of including them in the packet, all grant applications are kept on file in the City Finance Department and are available for review upon request. They are also available on the City's Website under the Finance Committee packet for November 19, 2018.

December 28, 2018

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XX
XX

Attention: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Dear XXXXXXXXXXXXXXX:

Thank you for your application to the City of Louisville’s 2019-2020 Non-Profit Grant Program.

On November 19, 2018, the City Finance Committee reviewed all applications and made its final recommendations to the City Council. The City Council reviewed these recommendations and, on December 18, 2018, approved the distributions for the calendar years 2019 and 2020. The City Council authorized a distribution to your agency in the amount of \$xxxx for 2019 and \$xxxx for 2020. The distribution of funds for each year is expected to occur late January or early February.

Application forms for 2021-2022 Non-Profit Grant Program are scheduled to be distributed in Summer 2020. Please contact me at (303) 335-4505 if you have any questions or require any additional information.

Sincerely,

**Kevin C. Watson
Finance Director
City of Louisville**

SUBJECT: FINANCE COMMITTEE 2020 WORK PLAN

DATE: NOVEMBER 22, 2019

PRESENTED BY: KEVIN WATSON, FINANCE DIRECTOR

SUMMARY:

The Finance Committee has requested preliminary discussions on the Committee's 2020 Work Plan.

Attached is the latest draft of the Finance Committee's Work Plan for 2019.

City of Louisville Colorado Finance Committee 2019 Work Plan

Topics will be discussed in the quarter which they are listed. Items that are not complete will roll to the next quarter.

Quarterly Reports: material exceptions will be discussed at monthly FC meetings

- Sales & Use Tax Reports
 - Financial Statements
 - Capital Improvement Program Reports
 - Enterprise Dashboards (recreation, golf, utilities)
 - Cash and Investments Reports
-

First Quarter

- ✓ Review appropriate uses of HPF for development purposes (Jan)
- ✓ Review City policies for overtime (Jan)
- ✓ Financial policies – initial review (Jan)
- ✓ Work Plan Review (Jan)
- ✓ Quarterly Reports that are available (Feb)
- ✓ Outside Louisville Sales Tax Categorization (Feb)
- ✓ Recreation Center Sales tax collection and TABOR issues (Feb)
- ✓ Financial Policies – Second Review (Feb)
- ✓ Write-offs of Accounts Receivable (Feb)
- ✓ 2020 Budget – Review calendar and “off-year” process (Mar)
- ✓ Recreation Sales/Use Tax and TABOR Ballot Language (Mar)
- ✓ Excise Tax for Marijuana Cultivation (Mar)
- ✓ Remaining Quarterly Reports (Mar)
- ✓ Sales Tax on Internet Sales (Mar)
- ✓ Financial Policies – Third Review (Mar)
- ✓ Presentation on Eide Bailly’s Review of Internal Controls and Off-Site Cash Collection Processes (Mar)

Second Quarter

- ✓ Presentation from Chandler on Economy and Investments (Apr)
- ✓ Excise Tax for Marijuana Cultivation (Apr)
- ✓ Review Budget Scenarios and Process for 2021 Budget including zero-based and negative and positive adjustments scenarios (Apr)
- ✓ Quarterly Reports that are available (Apr)
- ✓ Staff Discussion on Delinquent Sales Tax Enforcement (Apr)
- ✓ Recreation Sales/Use Tax and TABOR Ballot Language (May)
- ✓ Budget Amendment (May)
 - 2018 carryover

○ 2019 changes

- ✓ Remaining Quarterly Reports (May)
- ✓ Review Fiscal Impact Analysis of Parcel O (May)
- ✓ Business Assistance Program Discussion (Jun)
- ✓ Review Renewal and Replacement schedule and operating budget for Recreation Center (Jun)
- ✓ Review Renewal and Replacement schedule and operating budget for Golf Course (Jun)

Third Quarter

- ✓ Quarterly Reports that are available (July)
- ✓ Revenue Projection Dashboards (July)
- ✓ Presentation from Eide Bailly on Audit of 2018 CAFR (July)
- ✓ Residential Assessment Rate (July)
- ✓ Internal Controls Examination Report – Responses from Departments (Aug)
- ✓ Recreation Center Fees (Aug)
- ✓ Remaining Quarterly Reports (Aug)
- ✓ Revenue Projection Dashboards (Aug)
- ✓ Financial Policies (Aug)
- ✓ Preliminary Assessed valuation (Sept)

Fourth Quarter

- ✓ Quarterly Reports that are Available (Oct)
- ✓ Charges for Services & Fees for 2020 (Oct)
- ✓ Revenue Projection Dashboards (Oct)
- ✓ Review 2020 Budget (Oct)
- Re-Programming Recreation Center Sales Tax Refund (Nov)
- Review Non-Profit Grant application process for 2021-2022 (Nov)
- Review Expenditure Cost Allocations (Dec)
- Review Recreation Center Fees (Dec)


Sister Carmen
COMMUNITY CENTER

March 26, 2020

Dear Louisville City Council Members,

As I'm sure you are aware, the COVID-19 crisis is having a substantial impact on our community, and Sister Carmen Community Center (SCCC) is doing the best it can to meet the needs of local citizens. Our mission is to serve the residents of East Boulder County who are in need, without discrimination. Sister Carmen is the only comprehensive provider of basic needs assistance in East Boulder County, which includes the cities of Louisville, Lafayette, Superior, and Erie. And, as a Family Resource Center, we are uniquely positioned to deliver coordinated services to individuals and families in this area, which includes food distribution, financial assistance such as rent, mortgage, and utilities, and one-on-one Advocacy support, which offers connections to critical resources of all kinds. These services are needed now more than ever.

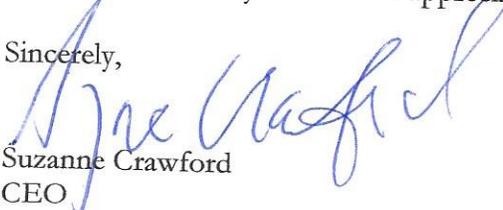
In 2019, 372 Louisville households received services from us: 121 received financial assistance of some kind and 171,543 lbs of food were distributed over 2,986 visits. Just in the last two days we received 12 calls from Louisville residents, many of whom live in the Parco Dello Singaro mobile home park. We spoke with one mom of 4 children who was laid off this week, because she worked in a dentist office and they aren't doing any preventative work at this time, as per the COVID-19 mandate. She will need help with April rent as a result. She has used our food bank before, but has never needed or asked for help with her rent.

Currently, the City gives us \$5,000 for water bill assistance and \$4,000 for general operating, which we appreciate very much. However, even under normal circumstances, SCCC remains under resourced compared to our sister Family Resource Centers in Boulder and Longmont. Both of those cities have human services taxes and those organizations, EFAA and OUR Center, receive funding from those taxes to support the residents of those cities (approximately \$250,000 and \$180,000, respectively). Of course, the cities and towns we serve don't have sugar taxes or human services taxes—and they also have smaller sales tax bases. So the smaller contributions to SCCC are completely understandable.

But given that, and the fact that we are all currently experiencing a crisis like none we've ever seen, Sister Carmen Community Center seeks additional assistance from the City of Louisville for us to meet the unprecedented need. As an essential business, SCCC is staying open despite community closures (via a drive through food bank and phone appointments for financial assistance and community resources), so that we can continue to serve as many community members in need as we possibly can. We would greatly appreciate it if Louisville would consider contributing additional funds. We'd prefer for that to be general operating so that we can be agile and direct the money to the greatest need, but we can also restrict to financial assistance for Louisville residents if that's preferable.

Thank you for your consideration. We appreciate the support we have received from the City of Louisville over the years and we appreciate you considering this request now.

Sincerely,


Suzanne Crawford
CEO