

City Council

Agenda

REVISED

Tuesday, April 16, 2024
Council Chambers
749 Main Street
5:00 PM

Members of the public are welcome to attend and give comments remotely; however, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to **+1 719 359 4580 or 877 853 5247 (toll free)**
Webinar ID **#876 9127 0986**.
- You can log in via your computer. Please visit the City's website [here](https://www.louisvilleco.gov/council) to link to the meeting: www.louisvilleco.gov/council

The Council will accommodate public comments 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. EXECUTIVE SESSION – PENDING LITIGATION

(Louisville Charter, Section 5-2(d) – Authorized Topics – Consultation with an attorney representing the City with respect to pending litigation, and C.R.S. 24-6-402(4)(b) for a conference with the City Attorney for the purpose of legal advice on specific legal questions concerning pending litigation.

The City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consultation with Respect to Pending Litigation

Citizen Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting; if you are attending remotely, please use the "raise hand" icon to show you wish to speak in public comments.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or special transportation, should contact the City Clerk's Office (303.335.4536 or 303.335.4574) or ClerksOffice@LouisvilleCO.gov. A forty-eight-hour notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4536 o 303.335.4574 o email ClerksOffice@LouisvilleCO.gov.

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

3. REPORT – DISCUSSION/DIRECTION/ACTION – LITIGATION

***THE FOLLOWING MEETING ITEMS WILL START
NO EARLIER THAN 6 PM***

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

**6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND
ITEMS ON THE CONSENT AGENDA**

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

7. 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 voice vote unless the Mayor or a City Council person specifically requests an 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: February 6, 2024; April 9, 2024
- C. Approval of Contract with Special Prosecutor
- D. Award Bid and Approve Contract with Renner Sports Surfaces for the Repair and Resurfacing of the Mission Green Tennis Court
- E. Award Bid and Approve Contract for Trail Wayfinding Signage Phase One to E3 Signs
- F. Approval of Contract for Final Grading Inspections of Marshall Fire Lots with Otak, Inc.
- G. Approval of the 2024 Arbor Day Proclamation

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

9. CITY MANAGER'S REPORT

10. REGULAR BUSINESS

A. RESOLUTION NO. 20, SERIES 2024 – A RESOLUTION APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES FOR THE MAIN STREET PATIO PROGRAM

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

B. UPDATE – COMMUNITY RESILIENCE, MARSHALL FIRE RECOVERY – *continued from 3/19/24 & 4/2/24*

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

C. UPDATE – ROCKY MOUNTAIN MUNICIPAL AIRPORT

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

D. ORDINANCE NO. 1871, SERIES 2024 – AN ORDINANCE AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL CODE REGARDING PUBLIC ART – 2ND READING (advertised *Daily Camera* 4/7/24)

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

E. ORDINANCE NO. 1872, SERIES 2024 – AN ORDINANCE AMENDING CHAPTER 2.17 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING MUNICIPAL CAMPAIGN FINANCE REGULATIONS – 1ST READING – SET PUBLIC HEARING 5/7/24

- Introduction
- Action

- 11. CITY ATTORNEY’S REPORT**
- 12. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS**
- 13. ADJOURN**

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 5/7/24.

This list is not inclusive; items are subject to change; items may be added or deleted.

- Proclamation – Older Americans Month
- Consideration of Adoption of Housing Plan
- Budget Amendment
- Municipal Campaign Finance Regulations – 2nd reading
- Update to quasi-judicial process for OSAB/PPLAB – 1st Reading
- Expedited PUD Process – 1st Reading
- WWTP Solids Handling Contract
- Hole 13 Path Construction Contract
- Janitorial Extension Contract
- Amendments to Financial Policies
- Revitalization Contribution to Winter Ice Rink

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CASH ACCOUNT: 001000 101001

WARRANT: 032824 03/28/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15764	A-MAC UNDERGROUND	Directional Boring for Co	33,300.00
14164	ALPINE BANK	#5300177601 SOLAR PANEL L	5,429.18
14164	ALPINE BANK	#5300089001 SOLAR PANEL L	3,729.33
11468	EMPLOYERS COUNCIL SERVICES INC	MEMBER #0000011872	7,350.00
14726	LAURA JASIEWICZ	LASERFICHE EMPOWER CONF 2	239.00
9750	LEGALSHIELD	#22554 MAR 2024 EMPLOYEE	980.80
15634	MAUREEN SCHREINER	GOLF LESSONS 3/9/24 - 3/2	455.00
99999	SANDY ANDRETICH	REFUND FURNITURE PURCHASE	200.30
99999	DOXO INC.	CHECK WAS REMITTED TO US	15.00
99999	CHRIS LEH	REFUND NWMCC MEETING WASH	766.04
99999	KIANA FREEMAN	3/5/24 - 3/27/24 MILEAGE	34.30
10951	PINNACOL ASSURANCE	POLICY #4206615	21,950.90
2414	RITA GLOVA	LASERFICHE EMPOWER CONF 2	260.50
15784	SAMMA FOX	REFUND NWMCC MEETING WASH	236.30
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 3/21/24 -	2,128.00
3875	XCEL ENERGY	ACCT #53-1879600-8	99,742.08
13790	ZAYO GROUP LLC	ACCT #936665	754.86
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17 INVOICES			
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WARRANT TOTAL			177,571.59
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CASH ACCOUNT: 001000 101001

WARRANT: 040424 04/04/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
640	BOULDER COUNTY	FEB 2024 BOULDER COUNTY U	106,501.79
13964	CHANDLER ASSET MANAGEMENT	FEB 2024 INVESTMENT FEES	3,193.69
10301	COLORADO COMMUNITY SHARES	Payroll Run 1 - Warrant 0	805.00
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	173.53
14002	KANSAS PAYMENT CENTER/ SN20DM0	Payroll Run 1 - Warrant 0	27.99
99999	CORD WEATHERLY	MILEAGE 2/25/24 & 3/1/24	58.96
99999	PIA GRIFFITH	MILEAGE 1/3/24 - 3/27/24	174.20
3735	PETTY CASH - DIANE KREAGER	PETTY CASH REIMBURSEMENT	464.06
14555	POLICY CONFLUENCE INC	2024 Resident Survey	18,000.00
14065	TYLER TECHNOLOGIES INC	CUST #49183 ORDER #2027	89,313.23
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 3/28/24 -	1,865.00
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11 INVOICES		WARRANT TOTAL	220,577.45
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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
6866	4 RIVERS EQUIPMENT, LLC	ACCT #16511	54.60
15764	A-MAC UNDERGROUND	Directional Boring for Co	6,700.00
14456	ACTION FIRE HYDRANT SERVICE LL	HYDRANT REPAIR & TRAINING	875.00
15800	ACTIVE OUT THEATRE COMPANY	2024 ART GRANT	1,000.00
14547	ADIDAS AMERICA INC	CUST #38058001	936.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT - C.SAVAGE	600.00
14737	ALEX THOELE	3/5/24 - 3/20/24 GUITAR C	1,428.00
15801	ALLISON WANG	2024 ART GRANT	1,000.00
15797	ALTITUDE RECREATION, INC.	MEMORY SQUARE PARK	1,793.21
15788	ARROW STAGE LINES	CLIENT ID: LOUIRECRKB 3/	2,445.00
15803	AUSMUS LAW FIRM, P.C.	MARCH 2024 PROSECUTION SE	1,500.00
15803	AUSMUS LAW FIRM, P.C.	APRIL 2024 PROSECUTION SE	1,500.00
10801	BADGER METER INC	CUST #51080	108.00
10801	BADGER METER INC	CUST #51080	1,357.51
500	BAKER AND TAYLOR	ACCT #415337 L121376 4 B0	76.07
15566	BIOBAG AMERICAS, INC	SALES ORDER #SO20103	822.00
14251	BK TIRE INC	TIRE DISPOSAL	77.50
14251	BK TIRE INC	VEHICLE #3406 TIRES	424.50
14251	BK TIRE INC	VEHICLE #3204 TIRES	466.16
14140	BLUE RIVER FORESTRY & TREE CAR	JOB #2023437 GREEN/SOUTH	11,235.00
15609	BOX NINE DESIGN, LLC	SUMMER 2024 RECREATION CA	2,215.00
15098	BRIDGE HOUSE	MARCH 2024	3,559.80
15547	BSN SPORTS LLC	CUST #12149101	903.49
14403	CALLAWAY GOLF	ACCT #18883	127.14
248	CDW GOVERNMENT	CUST #5143572	515.18
15336	CHARLES ABBOTT ASSOCIATES, INC	FEB 2024	20,926.50
15786	CHEMTEK, INC.	CUST #CO0036 ORDER #425	1,887.38

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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15804	CHRISTOPHER D. RANDALL	3/22/24 ADVISORY JUDGE SE	250.00
4025	CINTAS CORPORATION NO. 2	CUST #12522401	304.70
15393	CIVICPLUS, LLC	ANNUAL FEE FOR MUNICIPAL	7,547.40
14308	COLORADO CIVIL INFRASTRUCTURE	2023 Sanitary Sewer Main	20,443.00
15392	COLORADO CREATIONS QUILTING, L	3/30/24 MAGIC WINDOW CLAS	56.00
13742	COLORADO DEPT OF LABOR & EMPLO	Q1 2010 - Q3 2023 QCEW CI	230.00
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	287.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	241.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	310.50
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	155.25
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	155.25
15761	COLORADO OUTHOUSE LLC	CUST ID #C147	201.25
1063	COLORADO SENIOR SOFTBALL ASSOC	SENIOR SOFTBALL ASSOC	665.50
13876	COMPSYCH CORP	COMP CONSULT, PAY EQUITY	5,750.00
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	104.64
14917	CONSERVE-A-WATT LIGHTING INC	CUST #11167	523.20
15611	CONTROLOGY STUDIO LLC	CONTROLOGY PILATES MARCH	840.00
15414	CORA BRACHO-TROCONIS	MARCH 2024 CBART CLASSES	280.00
13162	CORE & MAIN LP	ACCT #103796	2,867.41
6137	COTTONWOOD DITCH COMPANY	2024 ASSESSMENT	1,440.00
1570	DANA KEPNER COMPANY INC	CUST #57400000	1,168.54
15190	DANIEL LASHER	MARCH 2024	175.72
15036	DAVID J. THROWER	MARCH 2024 MUNICIPAL JUDG	2,800.00
15382	DELLACAVA/TEBO DEVELOPMENT CO.	MARCH 2024 1805 HWY 42, S	6,560.00
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	4,214.76
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	3,084.16
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	3,229.07

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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	3,220.41
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,051.82
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	2,212.13
15149	DENALI WATER SOLUTIONS LLC	CUST #1120056	1,253.06
11142	DESIGN CONCEPTS	MARCH 2024 LOUISVILLE FIR	16,794.50
12841	ECONOMIC & PLANNING SYSTEMS IN	FEB 2024 PROJ #233093 L	1,715.00
15615	ECONORTHWEST	11/1/23 - 2/29/24 PROJ #	3,735.78
15684	FULL SOURCE, LLC	ORDER #FS5182631-SO	1,207.87
14739	GALLUS GOLF LLC	Mobile App 4/1/24 - 3/31/	2,950.00
15019	GAME ON! SPORTS 4 GIRLS - BOUL	YOUTH SPORTS CONTRACTOR W	5,120.50
6847	GENERAL AIR SERVICE & SUPPLY	ACCT #42580500 MARCH 20	97.41
246	GREEN MILL SPORTSMAN CLUB	MARCH 2024 RANGE USE	750.00
15619	ICON ENGINEERING INC	work through 2/23/24 Pro	17,400.76
15329	IMEG CORP	1/29/24 - 3/31/24 PROJ #	420.00
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	237.23
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	3,529.02
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	833.98
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	140.28
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	105.01
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	218.92
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	-735.80
15261	WESTERN PAPER DISTRIBUTORS	CUST ID #244097	39.81
15773	INBODY	ACCT #UC008866 SALES ORD	7,692.57
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	286.31
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	399.53
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	-10.98
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	303.20
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	10.98
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	237.29
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	236.07
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	294.05
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	226.28
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	452.44
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	279.94
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	756.92
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	173.96
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	385.39

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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	362.86
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766	294.53
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545	7,223.67
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545	771.00
13280	INSIGHT PUBLIC SECTOR INC	ACCT #10669545	192.42
12462	INSTANT IMPRINTS	QUOTE #9114	121.64
10558	INTERMOUNTAIN VALVE & CONTROLS	CUST #160000855	620.00
13778	INVISION GIS LLC	1/11/24 - 3/27/24 System	1,491.25
14053	JCG TECHNOLOGIES INC	5/1/24 - 4/30/25 JCG SSP	450.00
15757	JOSEPH ELLIOTT USA LLC	S.O. NO 20883	220.00
15757	JOSEPH ELLIOTT USA LLC	S.O. NO 20881	945.14
15757	JOSEPH ELLIOTT USA LLC	S.O. NO 20879	318.00
15757	JOSEPH ELLIOTT USA LLC	S.O. NO. 20878	1,061.89
15757	JOSEPH ELLIOTT USA LLC	S.O. NO. 20880	297.00
11289	JVA INC	FEB 2024 PROJ #23004.ENV	48,460.10
11289	JVA INC	FEB 2024 Master Plan - M	102.00
15499	KATHRYN A MIHELIC	MARCH 2024 PICKLEBALL CON	1,148.00
2360	KELLY PC	MARCH 2024	25,927.50
14703	KEN CARYL GLASS INC	CUST #00-CIT200	13,525.00
15506	KIDCREATE STUDIO BROOMFIELD	SIMPLY SILLY STUFF 3/25/2	1,470.00
14219	KIMLEY-HORN AND ASSOCIATES INC	SERVICES THROUGH 1/31/24	93,701.96
8002	KINSCO LLC	FEAGLER ORDER #0017351	395.49
8002	KINSCO LLC	FEAGLER ORDER #0017351	90.00
8002	KINSCO LLC	ALVAREZ ORDER #0017348	302.49
8002	KINSCO LLC	ALVAREZ ORDER #0017348	282.00
15743	KRISTEN POPPE	TAP DANCING 1/3/24 - 4/3/	1,050.00
14592	LIVE OAK BANK	PREMISE #300864286 RSC &	5,990.75
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	287.50
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	591.95
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	110.24
3070	LL JOHNSON DISTRIBUTING CO	CUST #158907	29,118.96
8059	LOUISVILLE DOLPHINS SWIM TEAM	FEBRUARY 2024 SWIM CLINIC	6,037.50
8059	LOUISVILLE DOLPHINS SWIM TEAM	MARCH 2024 SWIM CLINICS	6,851.25

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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5432	LOUISVILLE FIRE PROTECTION DIS	MARCH 2024 FIRE PROT DIST	1,795.00
5432	LOUISVILLE FIRE PROTECTION DIS	FEB 2024 FIRE PROT DIST F	1,795.00
15723	MAGDO MUSIC	WINTER/SPRING 2024	1,197.00
6939	MCCANDLESS TRUCK CENTER LLC	CUST #100743 UNIT #3208	2,959.98
6939	MCCANDLESS TRUCK CENTER LLC	CUST #100743 CUST PO #	164.40
6939	MCCANDLESS TRUCK CENTER LLC	CUST #100743	1,007.72
6939	MCCANDLESS TRUCK CENTER LLC	CUST #100743	-748.14
15526	MINES AND ASSOCIATES INC.	MARCH 2024 CUST ID #LOUI	1,622.40
14945	MOTUS THEATER	2024 ART GRANT	1,000.00
15716	O'CONNOR INC.	PO #GD22401	1,211.95
99999	HOUBOUND TECHNOLOGIES, INC.	REFUND TAXES 1033 WILLOW	137.12
99999	MOHAMMED AKBANI	REFUND LOUISVILLE REC CEN	223.00
99999	ALARM DETECTION SYSTEMS	REFUND PERMIT #LSVL-00350	88.00
99999	ROBERT PERKINS	REFUND LOUISVILLE REC CEN	201.00
99999	JAN PARAL	REFUND LOUISVILLE REC CEN	101.00
99999	ANUPAM BARLOW	REFUND LOUISVILLE REC CEN	56.00
15798	OWENS EQUIPMENT LLC	REAR WIPER, CONVEYOR SEAL	1,183.43
15471	PEAK FORM, LLC	COLORADO LIFE SCIENCES CA	95.00
14144	PING INC	CUST #40692	364.77
14144	PING INC	CUST #40692	1,244.25
14144	PING INC	CUST #40692	130.80
13792	POLLARDWATER	CUST #45446	239.88
14160	PRECISE MRM LLC	CUST #679650 ORDER #SO20	320.00
15795	PROGRESSIVE COMMERCIAL AQUATIC	SALES ORDER #SC2290	4,589.00
13549	PUSH PEDAL PULL INC	ACCT #0002335	254.98
14844	REPUBLIC SERVICES INC #535	ACCT #3-0535-0109715	4,912.38
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	80.20
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	80.20
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	664.12
13419	ROADSAFE TRAFFIC SYSTEMS CORP	CUST #11720	191.82
15714	ROSALIE OLSON	SPANISH CLASSES 1/10/24 -	490.00
15528	RYDERS PUBLIC SAFETY LLC	ALVAREZ & FEAGLER	208.80

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CASH ACCOUNT: 001000 101001

WARRANT: 041624 04/16/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14560	SAMEDAY OFFICE SUPPLY	ACCT #A12877	248.67
15251	SHUMS CODA ASSOCIATES INC	2/8/24 FREEZER UPGRADES-F	187.50
15251	SHUMS CODA ASSOCIATES INC	2/29/24 INSPECTION SERVIC	7,312.50
15251	SHUMS CODA ASSOCIATES INC	2/29/24 CONSULTING SERVIC	625.00
15251	SHUMS CODA ASSOCIATES INC	12/14/23 PARTIAL RENOVATE	1,000.00
15251	SHUMS CODA ASSOCIATES INC	DEC 2023 INSPECTION SERVI	9,437.50
15251	SHUMS CODA ASSOCIATES INC	12/12/23 ONSIDE EDUCATION	250.00
15594	SIMPLER SYSTEMS, INC	MARCH 2024 Consulting Ser	1,000.00
13698	SUNBELT RENTALS INC	ACCT #4310 CONT #1515814	3,561.53
15176	T2 DANCE COMPANY	2024 ART GRANT	750.00
15415	TAYLOR NICHOLSON	1/22/24 - 3/18/24 LEVITAT	1,680.00
7917	THE AQUEOUS SOLUTION INC	CUST PO #DANIELB32124	112.51
15627	THE LOUISVILLE HISTORY FOUNDAT	LOUISVILLE HIST FOUND VS	890.00
14614	TIMOTHY D BOWEN	SPRING INTO STEM 3/25/24	2,100.00
4765	UNCC	MARCH 2024 MEMBER ID #48	1,562.19
11087	UNITED SITE SERVICES OF COLORA	CUST #ACT-00002162	228.00
15807	VORTEX USA INC.	PROJ - ORDER 29808-50704	1,030.00
15799	WATTS HYDRAULICS ACQUISITION C	CUST ID #151470 ORDER #2	817.60
14373	WEIFIELD GROUP CONTRACTING INC	CTC Lift Station Electric	7,100.00
14609	WILBUR-ELLIS COMPANY LLC	ACCT #2157891	2,411.52
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181 INVOICES			
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WARRANT TOTAL			523,763.20
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CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 2/20/24 - 3/20/24

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	8006244488	KEVIN FREY	FACILITIES	03/08/2024	222.75
1000BULBS.COM	8006244488	KEVIN FREY	FACILITIES	03/01/2024	506.93
1000BULBS.COM	8006244488	KEVIN FREY	FACILITIES	02/23/2024	291.95
200080-UNIONTOWER-PARK	DENVER	RENEE LEWELLYN	OPERATIONS	03/07/2024	10.00
200080-UNIONTOWER-PARK	DENVER	RENEE LEWELLYN	OPERATIONS	03/06/2024	10.00
200080-UNIONTOWER-PARK	DENVER	RENEE LEWELLYN	OPERATIONS	03/05/2024	10.00
200080-UNIONTOWER-PARK	DENVER	RENEE LEWELLYN	OPERATIONS	03/05/2024	10.00
3SI SECURITY SYSTEMS	800-523-1430	SANDRA ANDRETICH	OPERATIONS	03/20/2024	360.00
3SI SECURITY SYSTEMS	800-523-1430	SANDRA ANDRETICH	OPERATIONS	03/06/2024	228.00
7SHIFTS	WILMINGTON	DAVID BARIL	GOLF COURSE	03/12/2024	76.99
ACADEMY ONLINE COURSES	SAN FRANCISCO	SHANE MAHAN	OPERATIONS	03/17/2024	99.00
ACCRA GOLF	MEMPHIS	DAVID BARIL	GOLF COURSE	03/11/2024	374.00
ADOBE INC.	4085366000	KURT KOWAR	PUBLIC WORKS	03/08/2024	31.12
ADOBE INC.	4085366000	DEREK COSSON	CITY MANAGER	03/01/2024	79.99
AFP*COLORADO INDUSTRIA	ENGLEWOOD	MINDY OLKIER	PUBLIC WORKS	03/05/2024	75.00
AIRBOUND	FORT COLLINS	KATHY MARTIN	REC CENTER	02/28/2024	515.00
ALL COPY PRODUCTS	PAYMENTS@ALLC	KATHY MARTIN	REC CENTER	03/12/2024	123.60
ALLDATA	800-859-3282	MASON THOMPSON	OPERATIONS	03/02/2024	125.00
ALPHA GOLF	8187259720	PAMELA PETERSON-HOHS	GOLF COURSE	03/18/2024	95.09
AMAZON RET* 111-622543	SEATTLE	JILL SIEWERT	LIBRARY	03/09/2024	1.99
AMAZON RET* 111-622543	SEATTLE	JILL SIEWERT	LIBRARY	03/05/2024	13.98
AMAZON RET* 111-622543	SEATTLE	JILL SIEWERT	LIBRARY	02/22/2024	13.98
AMAZON RET* 112-622871	SEATTLE	JILL SIEWERT	LIBRARY	03/16/2024	37.77
AMAZON.COM	SEATTLE	JILL SIEWERT	LIBRARY	02/28/2024	5.62
AMAZON.COM*RH2MA29D0	SEATTLE	DANIEL WOOLDRIDGE		03/19/2024	94.99
AMAZON.COM*RH50Q3B00	SEATTLE	DAVID BARIL	GOLF COURSE	03/18/2024	21.98
AMAZON.COM*RH72U6ZX0	SEATTLE	LINDSEY WITTY	REC CENTER	03/15/2024	38.72
AMAZON.COM*RH9234JR2	SEATTLE	TREVOR DEPEW	WATER	03/19/2024	69.99
AMAZON.COM*RN38Q9UL0	SEATTLE	DEVIN MADIGAN	WASTEWATER	03/06/2024	207.84
AMAZON.COM*RN6K94241	SEATTLE	LINDSEY WITTY	REC CENTER	03/13/2024	42.99
AMAZON.COM*RW0X57PV2	SEATTLE	SANDRA ANDRETICH	OPERATIONS	02/22/2024	18.98
AMAZON.COM*RZ8LO1PZ0	SEATTLE	JILL SIEWERT	LIBRARY	02/25/2024	25.20
AMERICAN ASSOC OF MUSE	ARLINGTON	GIGI YANG	LIBRARY	03/12/2024	195.00
AMERICAN RED CROSS	800-733-2767	ELI SALO	REC CENTER	03/18/2024	138.00
AMERICAN RED CROSS	800-733-2767	ELI SALO	REC CENTER	03/13/2024	342.00
AMERICAN RED CROSS	800-733-2767	NICK PAPPAS	REC CENTER	03/01/2024	114.00
AMZ*JOHN M ELLSWORTH	PAY.AMAZON.CO	BENJAMIN FRANCISCO	OPERATIONS	03/10/2024	322.46
AMZN MKTP US*R67TD7O70	SEATTLE	LIGEA FERRARO	CITY MANAGER	03/07/2024	31.89
AMZN MKTP US*Ri6061KH1	SEATTLE	SANDRA ANDRETICH	OPERATIONS	02/22/2024	44.36
AMZN MKTP US*RN0BM9JW1	SEATTLE	KELLY THARP	OPERATIONS	03/09/2024	5.39
AMZN MKTP US*RN5ED17Z2	SEATTLE	MASON THOMPSON	OPERATIONS	03/10/2024	18.08
AMZN MKTP US*RW21Z2IO1	SEATTLE	GENEVIEVE KLINE	CITY CLERK	02/29/2024	51.53
AMZN MKTP US*RZ4TG9WD2	SEATTLE	PATRICIA MORGAN	REC CENTER	03/04/2024	114.75
AMZN MKTP US*RZ4YW7K91	SEATTLE	DANNY WEIONSTOCK	REC CENTER	03/06/2024	25.80
AMZN MKTP US*RZ72889B0	SEATTLE	ERICA BERZINS	POLICE	02/27/2024	16.25
AMZN MKTP US	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	03/14/2024	427.49
AMZN MKTP US	AMZN.COM/BILL	GREG VENETTE	WATER	02/26/2024	104.00
AMZN MKTP US*R603X55A0	AMZN.COM/BILL	JEFF OWENS	WATER	03/10/2024	97.99
AMZN MKTP US*R60DI7HQ1	AMZN.COM/BILL	TREVOR DEPEW	WATER	03/19/2024	121.20
AMZN MKTP US*R61FF36K1	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	03/20/2024	99.80
AMZN MKTP US*R620J0J20	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/08/2024	29.99
AMZN MKTP US*R637C3N10	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/08/2024	4.98
AMZN MKTP US*R64922BL1	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	03/19/2024	55.80
AMZN MKTP US*R66I74FE0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/07/2024	15.47
AMZN MKTP US*R66IV9VW0	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/13/2024	142.26
AMZN MKTP US*R67NE4JH0	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/08/2024	55.99
AMZN MKTP US*R67PK0230	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/12/2024	260.14
AMZN MKTP US*RH0J18220	AMZN.COM/BILL	ERICA BERZINS	POLICE	03/19/2024	7.98
AMZN MKTP US*RH0QV7O70	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/14/2024	63.98
AMZN MKTP US*RH0YP03V2	AMZN.COM/BILL	PAMELA LEMON	REC CENTER	03/19/2024	47.92
AMZN MKTP US*RH16R3E12	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	03/19/2024	33.50
AMZN MKTP US*RH2410032	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/18/2024	95.94
AMZN MKTP US*RH2PC9S00	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	03/19/2024	77.33
AMZN MKTP US*RH3VY3TR2	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	03/19/2024	35.55
AMZN MKTP US*RH43O26Y0	AMZN.COM/BILL	KEVIN FREY	FACILITIES	03/18/2024	29.08
AMZN MKTP US*RH4VU44Q0	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/14/2024	172.56

AMZN MKTP US*RH59F87K0	AMZN.COM/BILL	MIKE MILLER	POLICE	03/19/2024	384.15
AMZN MKTP US*RH61W82V0	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	03/19/2024	750.57
AMZN MKTP US*RH7ZP6LS0	AMZN.COM/BILL	KAYLA BETZOLD	CITY MANAGER	03/14/2024	64.17
AMZN MKTP US*RH8CT1KMO	AMZN.COM/BILL	GENEVIEVE KLINE	CITY CLERK	03/19/2024	18.00
AMZN MKTP US*RH9YR61A0	AMZN.COM/BILL	KEVIN FREY	FACILITIES	03/16/2024	28.00
AMZN MKTP US*RI3392Q51	AMZN.COM/BILL	GREG VENETTE	WATER	02/21/2024	105.00
AMZN MKTP US*RI4549K91	AMZN.COM/BILL	KEVIN FREY	FACILITIES	02/22/2024	84.99
AMZN MKTP US*RI6D699S1	AMZN.COM/BILL	GIGI YANG	LIBRARY	02/22/2024	37.43
AMZN MKTP US*RI7Q96Q71	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/21/2024	75.49
AMZN MKTP US*RI8PF5KX1	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	02/22/2024	73.89
AMZN MKTP US*RN08N0SP0	AMZN.COM/BILL	KEVIN FREY	FACILITIES	03/05/2024	117.60
AMZN MKTP US*RN0T43BD0	AMZN.COM/BILL	JEFF OWENS	WATER	03/04/2024	16.99
AMZN MKTP US*RN29T6ID2	AMZN.COM/BILL	DANIEL WOOLDRIDGE		03/10/2024	32.36
AMZN MKTP US*RN3HO55U1	AMZN.COM/BILL	GREG VENETTE	WATER	03/12/2024	24.99
AMZN MKTP US*RN4L993A2	AMZN.COM/BILL	DEVIN MADIGAN	WASTEWATER	03/06/2024	305.80
AMZN MKTP US*RN6PX55U1	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	03/12/2024	23.97
AMZN MKTP US*RN7174DK0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	03/05/2024	65.32
AMZN MKTP US*RN7CV0V11	AMZN.COM/BILL	TANYA SCOTT	FINANCE	03/11/2024	25.88
AMZN MKTP US*RN9D773H0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/01/2024	649.80
AMZN MKTP US*RW05F4052	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	02/22/2024	37.95
AMZN MKTP US*RW35800D2	AMZN.COM/BILL	DANNY WEIONSTOCK	REC CENTER	02/22/2024	27.99
AMZN MKTP US*RW3ED7XV2	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	02/23/2024	91.98
AMZN MKTP US*RW4TP7E32	AMZN.COM/BILL	MINDY OLKJER	PUBLIC WORKS	02/22/2024	39.99
AMZN MKTP US*RW56C87X1	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/29/2024	50.12
AMZN MKTP US*RW5KE8SU0	AMZN.COM/BILL	ALINA KIRCHNER	HUMAN RESOURCES	02/21/2024	165.98
AMZN MKTP US*RW5XP87P1	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	02/29/2024	25.90
AMZN MKTP US*RW62OOR70	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	02/22/2024	21.99
AMZN MKTP US*RW7A20D01	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/28/2024	44.83
AMZN MKTP US*RW7RC6S40	AMZN.COM/BILL	GREG VENETTE	WATER	02/21/2024	26.00
AMZN MKTP US*RW8P77V11	AMZN.COM/BILL	KAYLA BETZOLD	CITY MANAGER	02/27/2024	37.98
AMZN MKTP US*RW8Y11302	AMZN.COM/BILL	GREG VENETTE	WATER	02/21/2024	94.75
AMZN MKTP US*RW9HS62F0	AMZN.COM/BILL	TANYA SCOTT	FINANCE	02/21/2024	12.49
AMZN MKTP US*RW9XT5220	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/21/2024	59.42
AMZN MKTP US*RZ0AN2VD2	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/01/2024	31.98
AMZN MKTP US*RZ0EJ68K0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/26/2024	17.99
AMZN MKTP US*RZ0STOUV0	AMZN.COM/BILL	GIGI YANG	LIBRARY	02/28/2024	17.81
AMZN MKTP US*RZ15B3KT1	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/06/2024	6.88
AMZN MKTP US*RZ15C8KN1	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	03/06/2024	180.49
AMZN MKTP US*RZ26M18U2	AMZN.COM/BILL	DANIEL WOOLDRIDGE		03/02/2024	132.98
AMZN MKTP US*RZ2ZV9K51	AMZN.COM/BILL	LESLIE RINGER	HUMAN RESOURCES	03/06/2024	138.35
AMZN MKTP US*RZ3UM2UF0	AMZN.COM/BILL	ERICA BERZINS	POLICE	02/28/2024	17.10
AMZN MKTP US*RZ4A474H0	AMZN.COM/BILL	GIGI YANG	LIBRARY	02/23/2024	89.99
AMZN MKTP US*RZ58K2A02	AMZN.COM/BILL	AMANDA PERERA	REC CENTER	02/29/2024	103.02
AMZN MKTP US*RZ5PC1Q41	AMZN.COM/BILL	TANYA SCOTT	FINANCE	03/05/2024	58.74
AMZN MKTP US*RZ5WG3P52	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/29/2024	14.79
AMZN MKTP US*RZ6PW7AO1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/03/2024	170.64
AMZN MKTP US*RZ7I406U1	AMZN.COM/BILL	LANCE PFEIFER	GOLF COURSE	03/05/2024	133.26
AMZN MKTP US*RZ7MC4PF0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/25/2024	43.22
AMZN MKTP US*RZ7MG8E91	AMZN.COM/BILL	JEFF OWENS	WATER	03/03/2024	304.75
AMZN MKTP US*RZ7QT7T62	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	02/29/2024	152.35
AMZN MKTP US*RZ8LU8ZH1	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/02/2024	235.95
AMZN MKTP US*RZ9S26XW1	AMZN.COM/BILL	BENJAMIN FRANCISCO	OPERATIONS	03/04/2024	649.48
ANC*ANCESTRY.COM	LEHI	GIGI YANG	LIBRARY	03/15/2024	49.99
ARROWHEAD AWARDS	BOULDER	LIGEIA FERRARO	CITY MANAGER	02/20/2024	17.50
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	03/04/2024	1,245.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	03/04/2024	1,245.00
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY	REC CENTER	03/04/2024	1,645.00
AWWA.ORG	303-347-6197	GREG VENETTE	WATER	03/07/2024	100.50
AMAZON.COM*R60ND52P0	AMZN.COM/BILL	TANYA SCOTT	FINANCE	03/12/2024	10.51
AMAZON.COM*R61F074F1	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	03/15/2024	217.19
AMAZON.COM*R642F9IT0	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	03/13/2024	16.36
AMAZON.COM*R647V4MS0	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/10/2024	30.94
AMAZON.COM*R64ZF2TF1	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	03/17/2024	73.13
AMAZON.COM*R67C26J32	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/12/2024	33.98
AMAZON.COM*R67SH2F12	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	03/11/2024	5.34
AMAZON.COM*R698T3N91	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	03/16/2024	26.96
AMAZON.COM*RH2OW4PV2	AMZN.COM/BILL	JEN KENNEY	POLICE	03/20/2024	34.37
AMAZON.COM*RN5DC7370	AMZN.COM/BILL	LINDSEY WITTY	REC CENTER	03/01/2024	34.97
AMAZON.COM*RN5V39481	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	03/08/2024	34.04
AMAZON.COM*RN6TQ04K0	AMZN.COM/BILL	JULIE SEYDEL	REC CENTER	02/29/2024	10.70
AMAZON.COM*RN8648CH2	AMZN.COM/BILL	KELLY THARP	OPERATIONS	03/05/2024	51.56

AMAZON.COM*RW1AQ9IFO	AMZN.COM/BILL	SANDRA ANDRETICH	OPERATIONS	02/22/2024	12.85
AMAZON.COM*RW3AMOM72	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/23/2024	9.82
AMAZON.COM*RW5FB7QP1	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/28/2024	34.91
AMAZON.COM*RW5V347B1	AMZN.COM/BILL	MASON THOMPSON	OPERATIONS	02/29/2024	40.76
AMAZON.COM*RZ1ZM6L32	AMZN.COM/BILL	GREG VENETTE	WATER	02/27/2024	39.59
AMAZON.COM*RZ37273Y0	AMZN.COM/BILL	DAVID BARIL	GOLF COURSE	02/24/2024	8.70
BESTBUYCOM806922216582	888BESTBUY	KEVIN FREY	FACILITIES	03/01/2024	1,329.89
BIZWEST-DIGITAL	GREELEY	ROBERT ZUCCARO	PLANNING	03/12/2024	11.00
BIZWEST-PRINT-PLUS	GREELEY	AUSTIN BROWN	CITY MANAGER	03/08/2024	119.00
BLACKJACK PIZZA - CO 0	LOUISVILLE	CATHERINE JEPSON	PARKS	03/19/2024	63.71
BLACKJACK PIZZA - CO 0	LOUISVILLE	ERIK SWIA TEK	PARKS	03/15/2024	84.93
BLACKJACK PIZZA - CO 0	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	02/24/2024	274.75
BLACKJACK PIZZA - CO 0	LOUISVILLE	KATIE BEASLEY	REC CENTER	02/24/2024	146.90
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	03/11/2024	30.10
BRIDGEPAY NETWORK SOLU	407-9008967	TANYA SCOTT	FINANCE	02/20/2024	33.80
BROADCAST SUPPLY WORLD	TACOMA	SANDRA ANDRETICH	OPERATIONS	02/22/2024	159.00
BROADCAST SUPPLY WORLD	TACOMA	SANDRA ANDRETICH	OPERATIONS	02/21/2024	159.00
CAB STORE THORNTON, CO	THORNTON	JULIAN CLARK	POLICE	03/07/2024	29.99
CAB STORE THORNTON, CO	THORNTON	KEVIN FREY	FACILITIES	02/24/2024	199.99
CANDLELIGHT DINNER PLA	JOHNSTOWN	KATHY MARTIN	REC CENTER	02/27/2024	1,436.40
CARAHSOFT TECHNOLOGY C	JILLIAN.SZCZE	PAULINA BENNETT	IT	02/29/2024	1,214.00
CARHARTT COMPANY GEAR	800-833-3111	BENJAMIN FRANCISCO	OPERATIONS	03/05/2024	67.55
CARHARTT COMPANY GEAR	800-833-3111	BENJAMIN FRANCISCO	OPERATIONS	03/02/2024	932.40
CBI-IDENTIFICATION UNI	LAKEWOOD	SANDRA ANDRETICH	OPERATIONS	02/22/2024	39.50
CENTER COPY PRINTING	303-4406000	GENEVIEVE KLINE	CITY CLERK	03/18/2024	724.82
CENTER COPY PRINTING	303-4406000	DANNY WEIONSTOCK	REC CENTER	03/12/2024	67.06
CENTER COPY PRINTING	303-4406000	GINGER CROSS	GOLF COURSE	03/12/2024	167.75
CENTER COPY PRINTING	303-4406000	DEREK COSSON	CITY MANAGER	03/11/2024	503.00
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	03/11/2024	42.88
CENTER COPY PRINTING	303-4406000	DEREK COSSON	CITY MANAGER	03/11/2024	540.00
CENTER COPY PRINTING	303-4406000	LIGEA FERRARO	CITY MANAGER	02/20/2024	42.88
CHILDHEALTHCONNECTION	FORT COLLINS	AMANDA PERERA	REC CENTER	03/16/2024	80.00
CHOICE SCREENING INC.	720-974-7878	LESLIE RINGER	HUMAN RESOURCES	03/05/2024	680.00
CHOICE SCREENING INC.	720-974-7878	LESLIE RINGER	HUMAN RESOURCES	02/26/2024	178.00
CITY HALL ONLINE-PRL	WESTMINSTER	AMANDA PERERA	REC CENTER	03/01/2024	720.00
CLUBCONNECT	9136615569	LINDSEY WITTY	REC CENTER	03/01/2024	149.00
CO BOULDER CO SVS	DENVER	DEVIN MADIGAN	WASTEWATER	03/12/2024	193.51
CO BOULDER CO SVS	DENVER	DAVID DEAN	GOLF COURSE	03/05/2024	648.12
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	03/11/2024	31.44
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	03/05/2024	271.73
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	02/29/2024	31.44
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	02/29/2024	31.44
CO GOVT SERVICES	DENVER	AMANDA PERERA	REC CENTER	02/21/2024	31.44
CO MOTOR VEH SERV EMV	DENVER	MASON THOMPSON	OPERATIONS	02/26/2024	27.41
CO PARK* CO	WHEAT RIDGE	ADAM BLACKMORE	PARKS	03/04/2024	45.00
COAL CREEK ACE HARDWAR	LOUISVILLE	MATT ISABELL	PARKS	02/29/2024	129.00
COAL CREEK ACE HARDWAR	LOUISVILLE	RENEE LEWELLYN	OPERATIONS	02/21/2024	133.95
COLORADO ANALYTICAL	BRIGHTON	MINDY OLKJER	PUBLIC WORKS	03/13/2024	58.00
COLORADO ANALYTICAL	BRIGHTON	MINDY OLKJER	PUBLIC WORKS	03/04/2024	58.00
COLORADO ASSOCIATION O	720-6747275	RAFAEL GUTIERREZ	POLICE	03/14/2024	495.00
COLORADO ASSOCIATION O	720-6747275	RAFAEL GUTIERREZ	POLICE	03/14/2024	85.00
COLORADO CWP	719-5456748	BRIAN SCHMID	OPERATIONS	03/08/2024	50.00
COLORADO CWP	719-5456748	TREVOR DEPEW	WATER	03/05/2024	50.00
COLORADO CWP	719-5456748	VICKIE ILKO	OPERATIONS	03/04/2024	85.00
COLORADO CWP	719-5456748	TREVOR DEPEW	WATER	03/01/2024	50.00
COLORADO CWP	719-5456748	JOSEPH CAMPANA	OPERATIONS	02/28/2024	50.00
COLORADO CWP	719-5456748	THOMAS CZAJKA	OPERATIONS	02/27/2024	85.00
COLORADO CWP	719-5456748	SHANE MAHAN	OPERATIONS	02/27/2024	50.00
COLORADO CWP	719-5456748	SHANE MAHAN	OPERATIONS	02/27/2024	50.00
COLORADO CWP	719-5456748	BENJAMIN FRANCISCO	OPERATIONS	02/23/2024	50.00
COLORADO CWP	719-5456748	SHANE MAHAN	OPERATIONS	02/22/2024	50.00
COLORADO MUNICIPAL LEA	DENVER	LIGEA FERRARO	CITY MANAGER	03/01/2024	435.00
COLORADO MUNICIPAL LEA	DENVER	LIGEA FERRARO	CITY MANAGER	02/28/2024	295.00
COLORADO RURAL WATER A	719-5456748	BENJAMIN FRANCISCO	OPERATIONS	03/18/2024	125.00
COLORADOFED	3034757713	SUSAN KENNEY	POLICE	02/27/2024	180.00
COMCAST CABLE COMM	800-COMCAST	SHARON NEMECHK	LIBRARY	03/13/2024	111.95
COMCAST CABLE COMM	800-COMCAST	SANDRA ANDRETICH	OPERATIONS	03/13/2024	49.95
COMCAST CABLE COMM	800-COMCAST	MARLA OLSON	PARKS	02/28/2024	458.62
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	03/20/2024	115.00
COMCAST DENVER	800-266-2278	JILL SIEWERT	LIBRARY	03/12/2024	129.89
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS	GOLF COURSE	02/24/2024	115.00

COMCAST DENVER	800-266-2278	LESLIE RINGER	HUMAN RESOURCES	02/24/2024	440.33
CONCENTRA INC	MECHANICSBURG	LESLIE RINGER	HUMAN RESOURCES	03/06/2024	181.00
COSTAR GROUP INC	WASHINGTON	AUSTIN BROWN	CITY MANAGER	03/01/2024	447.93
COURSEFORCONFLICTRES	888-3388855	SHANE MAHAN	OPERATIONS	02/28/2024	15.00
CPRNATIONALCPR	6263434557	JOSEPH CAMPANA	OPERATIONS	02/28/2024	14.95
CUBOULDERCAREERSERVICE	BOULDER	PAULA KNAPEK	HUMAN RESOURCES	03/19/2024	320.00
CVENT, INC* 2024 ROCKY	TYSONS CORNER	MIKE MILLER	POLICE	03/14/2024	99.00
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	02/23/2024	32.49
DBC IRRIGATION SUPPLY	BROOMFIELD	STEVEN HUIZENGA	PARKS	02/21/2024	12.89
DBC*BLICK ART MATERIAL	800-447-1892	KATHY MARTIN	REC CENTER	03/01/2024	169.90
DENVER RIO	DENVER	RENEE LEWELLYN	OPERATIONS	03/05/2024	163.60
DK HARDWARE SUPPLY LLC	3058512811	KEVIN FREY	FACILITIES	02/22/2024	233.08
DOLLAR TREE	LAFAYETTE	PAMELA LEMON	REC CENTER	03/03/2024	27.50
DOLLARTREE	WESTMINSTER	LANA FAUVER	REC CENTER	03/05/2024	17.75
DONORBOX PLATFORM	ALEXANDRIA	GIGI YANG	LIBRARY	03/03/2024	11.46
DRAINNET TECHNOLOGIES	11844564921	MINDY OLKIER	PUBLIC WORKS	02/23/2024	504.00
DRAINNET TECHNOLOGIES	11844564921	MINDY OLKIER	PUBLIC WORKS	02/22/2024	698.00
DENVER ZOO	DENVER	TANYA SCOTT	FINANCE	03/11/2024	450.00
E 470 EXPRESS TOLLS	AURORA	TANYA SCOTT	FINANCE	02/26/2024	9.20
ECOLOGICAL SOCIETY OF	2028338773	NATHANIEL GOECKNER	PARKS	03/04/2024	225.00
ECONOMIC DEVELOPERS CO	PALISADE	VANESSA ZARATE	PLANNING	03/07/2024	600.00
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	02/23/2024	53.75
EMPLOYMENT SCREENING A	CINCINNATI	DAVID BARIL	GOLF COURSE	03/08/2024	58.99
ESPRESSO ON THE MOVE	WINDSOR	LIGEA FERRARO	CITY MANAGER	03/08/2024	1,035.00
EZCATERSNARFS SANDWIC	8004881803	SHARON NEMECEK	LIBRARY	03/12/2024	346.50
FASTENAL COMPANY 01COB	WESTMINSTER	ROBERT BERNHARDT	PARKS	03/07/2024	17.50
FASTENAL COMPANY 01COB	LAFAYETTE	ROBERT BERNHARDT	PARKS	03/05/2024	31.10
FASTSIGNS 371501	BROOMFIELD	SHARON NEMECEK	LIBRARY	02/20/2024	60.00
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/20/2024	150.28
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO	PLANNING	02/20/2024	60.28
FEDEX OFFIC74200007427	LOUISVILLE	CAMERON FOWLKES	PUBLIC WORKS	03/06/2024	86.50
FEDEX OFFIC74200007427	LOUISVILLE	SANDRA ANDRETICH	OPERATIONS	02/29/2024	29.35
FEDEX602336369	800-4633339	SANDRA ANDRETICH	OPERATIONS	03/10/2024	12.52
FIRST CHOICE-BOYER S C	303-9649400	LIGEA FERRARO	CITY MANAGER	02/28/2024	120.89
FIRST CHOICE-BOYER S C	303-9649400	GREG VENETTE	WATER	02/28/2024	102.30
FIRST CHOICE-BOYER S C	303-9649400	DAVID DEAN	GOLF COURSE	02/28/2024	316.00
FMCSA D&A CLEARINGHOU	WASHINGTON	DAWN BURGESS	CITY MANAGER	03/12/2024	25.00
FS COM INC	NEW CASTLE	DANIEL WOOLDRIDGE		02/27/2024	392.00
FS COM INC	NEW CASTLE	PAULINA BENNETT	IT	02/21/2024	1,750.48
FSP*CGFOA	BOULDER	RYDER BAILEY	FINANCE	02/20/2024	30.00
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	LANCE PFEIFER	GOLF COURSE	02/29/2024	75.00
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	LANCE PFEIFER	GOLF COURSE	02/29/2024	50.00
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	NORMAN MERLO	GOLF COURSE	02/29/2024	50.00
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	NORMAN MERLO	GOLF COURSE	02/27/2024	75.00
FUN EXPRESS	OMAHA	AMANDA PERERA	REC CENTER	03/18/2024	333.17
FUTURELEARN.COM	LONDON	TREVOR DEPEW	WATER	03/10/2024	27.99
FAT CATS WESTMINSTER	WESTMINSTER	ANIKA VAN WOUTENBERG	REC CENTER	02/22/2024	249.75
GOLF CART KING LLC	AUSTIN	DAVID BARIL	GOLF COURSE	03/07/2024	300.00
GOLF CART KING LLC	AUSTIN	DAVID BARIL	GOLF COURSE	03/07/2024	900.00
GOVOS BOULDER RECORDS	DALLAS	GENEVIEVE KLINE	CITY CLERK	03/09/2024	20.00
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	03/18/2024	395.50
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	03/04/2024	194.34
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	02/26/2024	71.04
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	02/26/2024	188.30
GRAINGER	LAKE FOREST	TREVOR DEPEW	WATER	02/26/2024	55.40
GRAINGER	LAKE FOREST	DAVID DEAN	GOLF COURSE	02/22/2024	50.53
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	03/05/2024	517.72
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN	REC CENTER	03/04/2024	818.54
HACH COMPANY	9706631377	DEVIN MADIGAN	WASTEWATER	03/05/2024	89.85
HACH COMPANY	9706631377	DEVIN MADIGAN	WASTEWATER	03/01/2024	89.95
HANES GEAR FOR SPORTS	LENEXA	DAVID BARIL	GOLF COURSE	02/29/2024	684.73
HARRINGTON IND PLASTIC	DENVER	TREVOR DEPEW	WATER	03/15/2024	194.61
HARRINGTON IND PLASTIC	DENVER	TREVOR DEPEW	WATER	03/15/2024	23.10
HATLAUNCH	6186169892	BENJAMIN FRANCISCO	OPERATIONS	03/09/2024	810.00
HEARTSMART	WOODRUFF	DANNY WEIONSTOCK	REC CENTER	03/19/2024	12.63
HEARTSMART	WOODRUFF	DANNY WEIONSTOCK	REC CENTER	03/08/2024	153.63
HILLYARD INC DENVER	DENVER	PAMELA PETERSON-HOHS	GOLF COURSE	03/18/2024	251.42
HILTON	FORT COLLINS	CATHERINE JEPSON	PARKS	03/06/2024	120.51
HOMEDEPOT.COM	800-430-3376	SANDRA ANDRETICH	OPERATIONS	02/29/2024	1,626.90
HOMEDEPOT.COM	800-430-3376	SANDRA ANDRETICH	OPERATIONS	02/29/2024	350.00
HOMEWOOD SUITES	WASHINGTON	SAMMA FOX	CITY MANAGER	03/15/2024	519.46

ID ENHANCEMENTS, INC.	HARTSVILLE	TANYA SCOTT	FINANCE	02/21/2024	1,096.11
ID-ENHANCEMENTS.COM	HARTSVILLE	NICK PROSSER	IT	03/12/2024	189.39
IDEXX DISTRIBUTION INC	WESTBROOK	DEVIN MADIGAN	WASTEWATER	03/07/2024	289.35
IDEXX DISTRIBUTION INC	WESTBROOK	DEVIN MADIGAN	WASTEWATER	03/07/2024	19.98
IN *1ST RESPONDER HEAL	720-8930744	LESLIE RINGER	HUMAN RESOURCES	03/06/2024	1,294.00
IN *AMERICAN BIOIDENTI	303-8864747	AMANDA PERERA	REC CENTER	03/08/2024	109.00
IN *ARROWHEAD AWARDS,	303-4479407	GENEVIEVE KLINE	CITY CLERK	03/12/2024	22.50
IN *ARROWHEAD AWARDS,	303-4479407	LIGEA FERRARO	CITY MANAGER	02/27/2024	17.50
IN *COLORADO GOVERNMEN	303-3015575	PAULINA BENNETT	IT	02/23/2024	660.00
IN *KAISER LOCK & KEY	303-4493880	DAVID BARIL	GOLF COURSE	02/26/2024	224.00
IN *LANGUAGEUSA, INC.	800-262-3246	DEREK COSSON	CITY MANAGER	03/14/2024	45.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	03/14/2024	90.00
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON	CITY MANAGER	03/08/2024	45.00
IN *WYLD ENDURANCE	207-9305484	PAUL BORTH	REC CENTER	03/05/2024	966.00
IN *WYLD ENDURANCE	207-9305484	PAUL BORTH	REC CENTER	03/04/2024	578.00
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO	CITY MANAGER	02/28/2024	45.37
INT'L CODE COUNCIL INC	888-422-7233	CHAD ROOT	BUILDING SAFETY	02/28/2024	259.01
INTERMOUNTAIN SAFETY	GOLDEN	DEVIN MADIGAN	WASTEWATER	03/11/2024	270.62
INTERMOUNTAIN SAFETY	GOLDEN	KATHLEEN D LORENZO	PARKS	03/01/2024	153.76
J F MANUFACTURING INC.	909-902-1012	DAVID BARIL	GOLF COURSE	03/02/2024	698.12
JAX - 05	LAFAYETTE	BRYCE LINN	PARKS	03/08/2024	365.00
JAX - 05	LAFAYETTE	DAVID DEAN	GOLF COURSE	02/20/2024	179.99
JAX - 06	LAFAYETTE	THOMAS CZAJKA	OPERATIONS	02/27/2024	195.00
KING SOOPERS #0013	LOUISVILLE	CATHERINE JEPSON	PARKS	03/19/2024	5.49
KING SOOPERS #0013	LOUISVILLE	KATIE TOFTE	REC CENTER	03/13/2024	44.53
KING SOOPERS #0013	LOUISVILLE	PAULA KNAPEK	HUMAN RESOURCES	03/12/2024	57.85
KING SOOPERS #0013	LOUISVILLE	KATIE TOFTE	REC CENTER	03/11/2024	64.88
KING SOOPERS #0013	LOUISVILLE	KRISTEN BODINE	LIBRARY	03/10/2024	12.39
KING SOOPERS #0013	LOUISVILLE	PEGGY NORRIS	LIBRARY	03/08/2024	48.44
KING SOOPERS #0013	LOUISVILLE	KRISTEN BODINE	LIBRARY	03/08/2024	22.15
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	03/08/2024	72.43
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO	CITY MANAGER	03/06/2024	49.50
KING SOOPERS #0013	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	02/28/2024	38.25
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/28/2024	85.39
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/23/2024	85.20
KING SOOPERS #0013	LOUISVILLE	LARISSA HOFFMAN	REC CENTER	02/20/2024	32.65
KING SOOPERS #0013	LOUISVILLE	LARISSA HOFFMAN	REC CENTER	02/20/2024	32.65
KING SOOPERS #0013	LOUISVILLE	LARISSA HOFFMAN	REC CENTER	02/20/2024	29.97
KSE TICKETS	720-727-6628	KATHY MARTIN	REC CENTER	03/12/2024	1,603.00
LAFAYETTE LUMBER	LAFAYETTE	CATHERINE JEPSON	PARKS	02/23/2024	309.00
LANGUAGE LINE	MONTEREY	MEREDYTH MUTH	CITY MANAGER	03/05/2024	44.06
LAPTOPKEY.COM	18182319060	NICK PROSSER	IT	02/21/2024	20.98
LARIMER COUNTY PARKS A	970-6194570	BRENDON MEILI	PARKS	02/21/2024	300.00
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY	REC CENTER	03/08/2024	389.00
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	163.99
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	469.32
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	192.04
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	460.53
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	551.41
LL JOHNSON DIST CO	DENVER	LANCE PFEIFER	GOLF COURSE	03/13/2024	192.04
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	03/04/2024	39.63
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	03/04/2024	39.95
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	03/04/2024	154.10
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	03/04/2024	508.38
LL JOHNSON DIST CO	DENVER	DAVID DEAN	GOLF COURSE	03/04/2024	1,612.80
LOGO GOLF CHIPS	PALM DESERT	DAVID BARIL	GOLF COURSE	02/23/2024	525.00
LOWES #03444*	ERIE	LANCE PFEIFER	GOLF COURSE	03/04/2024	102.26
LULZBOT	9703771111	PEGGY NORRIS	LIBRARY	03/08/2024	318.63
LYFT 1 RIDE 02-25	8558659553	CHAD ROOT	BUILDING SAFETY	02/26/2024	92.51
LYFT 1 RIDE 03-01	8558659553	CHAD ROOT	BUILDING SAFETY	03/02/2024	21.19
LYFT 2 RIDES 02-27	8558659553	CHAD ROOT	BUILDING SAFETY	02/28/2024	79.46
LAMARS DONUTS #45	LOUISVILLE	MASON THOMPSON	OPERATIONS	02/22/2024	35.98
MAC EQUIPMENT INC (LON	LONGMONT	LANCE PFEIFER	GOLF COURSE	02/29/2024	15.31
MAD GREENS B	GOLDEN	LIGEA FERRARO	CITY MANAGER	03/10/2024	167.28
MAILCHIMP *MISC	MAILCHIMP.COM	DEREK COSSON	CITY MANAGER	03/18/2024	514.25
MCGUCKIN HARDWARE	BOULDER	NATHANIEL GOECKNER	PARKS	02/20/2024	65.98
MCR MEDICAL	6147822100	DANNY WEIONSTOCK	REC CENTER	03/06/2024	79.95
METAL SUPERMARKETS DEN	DENVER	KERRY KRAMER	PARKS	02/27/2024	732.83
MICHAELS STORES 2059	SUPERIOR	REBECCA STORES	REC CENTER	03/19/2024	17.82
MICHAELS STORES 2059	SUPERIOR	EMILY VIGMOSTAD	REC CENTER	03/10/2024	20.96
MILE HIGH PHO	LOUISVILLE	GREG VENETTE	WATER	02/20/2024	69.23

MILE HIGH TURFGRASS LL	EVERGREEN	DAVID DEAN	GOLF COURSE	03/14/2024	1,029.14
MOUNTAIN STATE EMPLOYE	3038395177	BARBARA NICKERSON	HUMAN RESOURCES	03/18/2024	275.00
MOUNTAIN STATE EMPLOYE	3038395177	JACK MANIAN	OPERATIONS	03/05/2024	465.00
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	03/19/2024	2,447.66
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	03/05/2024	24.95
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	03/04/2024	345.06
NAPA AUTO 0025122	BOULDER	TANYA SCOTT	FINANCE	02/29/2024	6,153.32
NEUTRON INC.	800-8134218	DANIEL WOOLDRIDGE		03/13/2024	708.10
NTHP-CONFERENCE WEB	202-5886100	ROBERT ZUCCARO	PLANNING	03/05/2024	50.00
NTHP-CONFERENCE WEB	202-5886100	RANDY DEWITZ	BUILDING SAFETY	02/28/2024	25.00
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	03/12/2024	71.25
ONLINE FLAGGER COM	LAKEWOOD	BENJAMIN FRANCISCO	OPERATIONS	02/26/2024	400.00
ORG SUB FEE	SAN FRANCISCO	DEREK COSSON	CITY MANAGER	02/23/2024	29.00
ORLEANS HOTEL & CASINO	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/03/2024	592.06
ORLEANS HOTEL & CASINO	LAS VEGAS	CHAD ROOT	BUILDING SAFETY	03/02/2024	432.74
OUTDOOR CUSTOM SPORTSW	913-2532047	DAVID DEAN	GOLF COURSE	03/07/2024	1,338.07
OLD SANTA FE MEXICAN G	LOUISVILLE	NORMAN MERLO	GOLF COURSE	03/14/2024	47.48
PAY*KIDCREATE STUDIO	GOLDEN	AMANDA PERERA	REC CENTER	02/20/2024	504.00
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	03/04/2024	19.95
PAYFLOW/PAYPAL	LAVISTA	TANYA SCOTT	FINANCE	03/04/2024	59.95
PAYPAL *COLOWYOMUS	4029357733	GIGI YANG	LIBRARY	03/18/2024	60.00
PAYPAL *JUMPSTARTTE	4029357733	RENEE LEWELLYN	OPERATIONS	03/11/2024	75.00
PAYPAL *JUMPSTARTTE	4029357733	SHANE MAHAN	OPERATIONS	03/08/2024	75.00
PFMC BOULDER	BOULDER	LESLIE RINGER	HUMAN RESOURCES	02/22/2024	95.00
PIONEER SAND CO 15	BROOMFIELD	LUKE LAYTON	PARKS	03/07/2024	429.80
PIONEER SAND CO 15	BROOMFIELD	LUKE LAYTON	PARKS	03/06/2024	429.19
PIONEER SAND CO 15	BROOMFIELD	LUKE LAYTON	PARKS	03/06/2024	402.17
PLAYCON RECREATION INC	KITCHENER	KEVIN FREY	FACILITIES	03/04/2024	508.00
POTTERYBARN.COM	800-922-9934	KAYLA BETZOLD	CITY MANAGER	03/19/2024	487.05
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT	FINANCE	03/13/2024	1,649.12
PRI MANAGEMENT GROUP	CORAL GABLES	JEN KENNEY	POLICE	02/29/2024	778.75
PSI SERVICES INC	18188476180	BENJAMIN FRANCISCO	OPERATIONS	02/28/2024	100.00
PSI SERVICES INC	18188476180	SHANE MAHAN	OPERATIONS	02/27/2024	100.00
PSI SERVICES INC	18188476180	BENJAMIN FRANCISCO	OPERATIONS	02/23/2024	100.00
PSI SERVICES INC	18188476180	BRIAN SCHMID	OPERATIONS	02/22/2024	100.00
PSI SERVICES INC	18188476180	TREVOR DEPEW	WATER	02/21/2024	100.00
PST*THE PRESTWICK GROU	SUSSEX	DAVID DEAN	GOLF COURSE	03/08/2024	197.98
PY *DOWNTOWN COLORADO,	DENVER	VANESSA ZARATE	PLANNING	03/06/2024	1,000.00
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG	LIBRARY	02/29/2024	429.00
PET SCOOP	DENVER	ABBY MCNEAL	PARKS	03/04/2024	450.00
R&R PRODUCTS	5208893593	DAVID BARIL	GOLF COURSE	03/16/2024	96.60
RANGE SERVANT AMERICA	NORCROSS	DAVID DEAN	GOLF COURSE	02/23/2024	97.00
ROSATI S CHICAGO PIZZA	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	03/14/2024	411.86
ROSEMOUNT INC	952-828-3847	JEFF OWENS	WATER	03/12/2024	70.27
SAFEWAY #2812	LOUISVILLE	KATIE TOFTE	REC CENTER	03/13/2024	70.89
SAFEWAY #2812	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	03/11/2024	32.43
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	03/02/2024	23.96
SAFEWAY #2812	LOUISVILLE	DANNY WEIONSTOCK	REC CENTER	02/23/2024	51.87
SAFEWAY #2812	LOUISVILLE	NICK PAPPAS	REC CENTER	02/22/2024	23.98
SAFEWAY #2812	LOUISVILLE	REBECCA STORES	REC CENTER	02/22/2024	12.24
SAFEWAY #2812	LOUISVILLE	JESSE DEGRAW	REC CENTER	02/19/2024	66.37
SAMEDAY OFFICE SUPPLY	303-7902777	KELLY THARP	OPERATIONS	03/11/2024	65.29
SAMEDAY OFFICE SUPPLY	303-7902777	MINDY OLKJER	PUBLIC WORKS	03/07/2024	129.98
SAMEDAY OFFICE SUPPLY	303-7902777	LIGEA FERRARO	CITY MANAGER	02/27/2024	23.57
SAMEDAY OFFICE SUPPLY	303-7902777	LIGEA FERRARO	CITY MANAGER	02/23/2024	259.00
SAMEDAY OFFICE SUPPLY	303-7902777	JILL SIEWERT	LIBRARY	02/22/2024	26.90
SAMEDAY OFFICE SUPPLY	303-7902777	SANDRA ANDRETICH	OPERATIONS	02/19/2024	2.04
SF SHEN YUN PRESENTER	SAN JOSE	KATHY MARTIN	REC CENTER	03/12/2024	1,150.00
SHRM HSG 888.241.8398	PLANO	RONDA HENGER	HUMAN RESOURCES	03/02/2024	374.51
SHRM HSG 888.241.8398	PLANO	RONDA HENGER	HUMAN RESOURCES	03/02/2024	374.51
SHRM HSG 888.241.8398	PLANO	RONDA HENGER	HUMAN RESOURCES	03/02/2024	374.51
SIP.US	ALPHARETTA	DEVIN MADIGAN	WASTEWATER	03/09/2024	30.96
SITEONE LANDSCAPE SUPP	BROOMFIELD	DARRICK LAYTON	PARKS	03/05/2024	430.42
SMARTFORCE	GREENWOOD VIL	JEN KENNEY	POLICE	03/14/2024	20.76
SMARTSHEET INC.	BELLEVUE	PAULINA BENNETT	IT	02/22/2024	1,014.11
SMK*SURVEYMONKEY.COM	PALO ALTO	LIGEA FERRARO	CITY MANAGER	03/17/2024	468.00
SNARFS LOUISVILLE LLC	LOUISVILLE	SHARON NEMECHEK	LIBRARY	03/11/2024	115.50
SOCIETYFORHUMANRESOURC	ALEXANDRIA	RONDA HENGER	HUMAN RESOURCES	02/26/2024	2,095.00
SOCIETYFORHUMANRESOURC	ALEXANDRIA	PAULA KNAPEK	HUMAN RESOURCES	02/26/2024	2,095.00
SOCIETYFORHUMANRESOURC	ALEXANDRIA	ROBIN BROOKHART	HUMAN RESOURCES	02/26/2024	2,095.00
SOUTHWEST AIRLINES	800-435-9792	RONDA HENGER	HUMAN RESOURCES	03/09/2024	20.00

SOUTHWEST AIRLINES	800-435-9792	RONDA HENGER	HUMAN RESOURCES	03/09/2024	20.00
SOUTHWEST AIRLINES	800-435-9792	RONDA HENGER	HUMAN RESOURCES	03/09/2024	403.96
SOUTHWEST AIRLINES	800-435-9792	VANESSA ZARATE	PLANNING	02/29/2024	206.98
SP FIREHOSEDIRECTCOM	MOORESVILLE	BENJAMIN FRANCISCO	OPERATIONS	02/23/2024	278.81
SP GOLF CARS OF HOUSTO	HOUSTON	DAVID BARIL	GOLF COURSE	03/08/2024	960.91
SP MOTHER EARTH NEWS	TOPEKA	PEGGY NORRIS	LIBRARY	03/06/2024	42.61
SP NOTARYSTAMP.COM	BROOKFIELD	BEN REDARD	POLICE	02/23/2024	4.94
SP TRASSIG CORP.	GEORGETOWN	KERRY KRAMER	PARKS	02/29/2024	146.01
SPI*CENTURYLINK/LUMEN	MONROE	TANYA SCOTT	FINANCE	02/26/2024	2,716.24
SPI*DIRECT SERVICE	800-531-5000	PAMELA PETERSON-HOHS	GOLF COURSE	02/23/2024	131.93
SQ *AMERICAN NUMISMATI	COLORADO SPRI	KATIE TOFTE	REC CENTER	03/07/2024	125.00
SQ *CHARM WINDOW	BOULDER	TREVOR DEPEW	WATER	03/13/2024	8.18
SQ *CHARM WINDOW	BOULDER	DEVIN MADIGAN	WASTEWATER	03/12/2024	48.00
SQ *CS OLYMPIC & PARAL	877-417-4551	KATIE BEASLEY	REC CENTER	03/05/2024	250.00
SQ *MOE'S BROADWAY BAG	LOUISVILLE	LIGEIA FERRARO	CITY MANAGER	03/04/2024	82.76
SQ *ORGANIC SANDWICH C	GOSQ.COM	LIGEIA FERRARO	CITY MANAGER	03/06/2024	158.40
SQ *ORGANIC SANDWICH C	GOSQ.COM	LIGEIA FERRARO	CITY MANAGER	02/21/2024	363.68
SQ *PICA'S LOUISVILLE	LOUISVILLE	MICHELLE CLINGAN	HUMAN RESOURCES	02/26/2024	75.60
SQ *ROADSAFE TRAFFIC S	ENGLEWOOD	SHANE MAHAN	OPERATIONS	03/08/2024	184.14
SQ *ROADSAFE TRAFFIC S	ENGLEWOOD	SHANE MAHAN	OPERATIONS	03/05/2024	85.00
STAPLS7626737174000001	877-8267755	JILL SIEWERT	LIBRARY	02/22/2024	122.27
STAPLS7627773438000001	877-8267755	JILL SIEWERT	LIBRARY	03/07/2024	195.96
STAPLS7628625745000001	877-8267755	TANYA SCOTT	FINANCE	03/17/2024	62.34
STAR PLAYGROUNDS	LITTLETON	KATHLEEN D LORENZO	PARKS	03/06/2024	327.73
STATEFOODSAFETYCOM	ORLANDO	PATRICIA MORGAN	REC CENTER	03/06/2024	13.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT	FINANCE	03/07/2024	34.02
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH	CITY MANAGER	03/06/2024	30.00
STERICYCLE INC/SHRED-I	BANNOCKBURN	LESLIE RINGER	HUMAN RESOURCES	03/06/2024	30.00
STUDENT MARKETING AGEN	3233658781	JEFF FISHER	POLICE	03/13/2024	34.22
STUDENT MARKETING AGEN	3233658781	JEFF FISHER	POLICE	03/07/2024	94.77
STUDENT MARKETING AGEN	ENGLEWOOD	JEFF FISHER	POLICE	02/27/2024	343.64
STUDENT MARKETING AGEN	ENGLEWOOD	JEFF FISHER	POLICE	02/26/2024	77.10
STUDENT MARKETING AGEN	3233658781	JEFF FISHER	POLICE	02/21/2024	47.64
SUC N UP, LLC	LONGMONT	NICHOLAS POTOPCHUK	PARKS	02/21/2024	475.00
SUPPLYHOUSE.COM	888-757-4774	DANIEL BIDLEMEN	REC CENTER	02/22/2024	81.38
SUPPLYHOUSE.COM	888-757-4774	DANIEL BIDLEMEN	REC CENTER	02/21/2024	698.99
TARGET 00017699	SUPERIOR	REBECCA STORES	REC CENTER	03/12/2024	11.98
TARGET 00017699	SUPERIOR	JEFF OWENS	WATER	03/09/2024	11.49
TARGET 00019281	BROOMFIELD	LANA FAUVER	REC CENTER	03/12/2024	23.77
TEST GAUGE INC CO	AURORA	VICKIE ILKO	OPERATIONS	02/23/2024	95.00
TFS*FISHER SCI RAR	800-766-7000	JEFF OWENS	WATER	03/05/2024	847.75
THE BUSINESS JOURNALS	CHARLOTTE	JILL SIEWERT	LIBRARY	03/04/2024	170.00
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	03/18/2024	17.94
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	03/16/2024	19.94
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/13/2024	26.74
THE HOME DEPOT #1506	LOUISVILLE	TREVOR DEPEW	WATER	03/13/2024	95.88
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	03/13/2024	44.97
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/13/2024	11.97
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO	GOLF COURSE	03/13/2024	284.49
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	03/12/2024	12.72
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	03/12/2024	32.06
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	03/12/2024	8.98
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	03/12/2024	24.67
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	03/11/2024	453.41
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	03/11/2024	10.47
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	03/08/2024	33.98
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	03/08/2024	49.86
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN	OPERATIONS	03/08/2024	47.55
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	03/08/2024	93.81
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS	WATER	03/08/2024	63.88
THE HOME DEPOT #1506	LOUISVILLE	DAVID BARIL	GOLF COURSE	03/07/2024	16.98
THE HOME DEPOT #1506	LOUISVILLE	ROBERT BERNHARDT	PARKS	03/07/2024	23.92
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	03/07/2024	29.39
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	03/07/2024	28.73
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES	PARKS	03/06/2024	82.84
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	03/06/2024	43.41
THE HOME DEPOT #1506	LOUISVILLE	ROBERT BERNHARDT	PARKS	03/06/2024	25.94
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	03/06/2024	20.13
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH	PARKS	03/05/2024	50.31
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	03/04/2024	21.39
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	03/04/2024	60.06

THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	03/01/2024	22.96
THE HOME DEPOT #1506	LOUISVILLE	BRYCE LINN	PARKS	03/01/2024	37.85
THE HOME DEPOT #1506	LOUISVILLE	BRENDON MEILI	PARKS	03/01/2024	18.48
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	03/01/2024	19.96
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/29/2024	18.97
THE HOME DEPOT #1506	LOUISVILLE	KEN MATHEWS	OPERATIONS	02/29/2024	371.88
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	02/28/2024	99.87
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA	OPERATIONS	02/28/2024	37.80
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL	PARKS	02/28/2024	169.92
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	02/27/2024	79.97
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	02/27/2024	89.97
THE HOME DEPOT #1506	LOUISVILLE	NATHANIEL GOECKNER	PARKS	02/27/2024	79.97
THE HOME DEPOT #1506	LOUISVILLE	STEVEN HUIZENGA	PARKS	02/27/2024	22.86
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON	FACILITIES	02/26/2024	17.45
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS	PARKS	02/26/2024	17.97
THE HOME DEPOT #1506	LOUISVILLE	ABBY MCNEAL	PARKS	02/26/2024	50.39
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	02/23/2024	7.97
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/23/2024	18.56
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	02/23/2024	41.85
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA	OPERATIONS	02/23/2024	133.88
THE HOME DEPOT #1506	LOUISVILLE	NICHOLAS POTOPCHUK	PARKS	02/22/2024	15.94
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/22/2024	30.19
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/22/2024	4.52
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID	OPERATIONS	02/21/2024	40.88
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	02/21/2024	27.17
THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	02/21/2024	253.60
THE HOME DEPOT #1506	LOUISVILLE	LANCE PFEIFER	GOLF COURSE	02/21/2024	22.64
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON	PARKS	02/21/2024	26.84
THE HOME DEPOT #1506	LOUISVILLE	STEVEN HUIZENGA	PARKS	02/21/2024	87.34
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT	PARKS	02/21/2024	2.44
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY	FACILITIES	02/20/2024	129.80
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID	OPERATIONS	02/20/2024	5.31
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	02/19/2024	63.40
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN	GOLF COURSE	02/19/2024	68.55
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG	LIBRARY	02/19/2024	6.98
THE LIFE GUARD STORE, I	309-4515858	DANNY WEIONSTOCK	REC CENTER	03/05/2024	160.00
TIFOSI OPTICS	WATKINSVILLE	DAVID BARIL	GOLF COURSE	03/18/2024	672.36
TIMETRADE SYSTEMS INC	TIMETRADE.COM	PAULA KNAPEK	HUMAN RESOURCES	02/22/2024	49.00
TST* BITTERSWEET - CAF	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	02/29/2024	68.40
TST* LULUS BBQ	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	03/07/2024	57.81
TST* LULUS BBQ	LOUISVILLE	MINDY OLKJER	PUBLIC WORKS	02/28/2024	488.46
TST* LULUS BBQ	LOUISVILLE	PAULINA BENNETT	IT	02/20/2024	53.10
TST* MUDROCK'S TAP & T	LOUISVILLE	JEFF DURBIN	CITY MANAGER	02/23/2024	26.68
TST* MURPHYS TAP HOUSE	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	03/06/2024	112.50
TST* THE PIG AND THE S	DENVER	RENEE LEWELLYN	OPERATIONS	03/06/2024	148.68
TST* VERDE - LOUISVILL	LOUISVILLE	KAYLA BETZOLD	CITY MANAGER	03/01/2024	35.00
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	02/27/2024	135.00
TST* VERDE - LOUISVILL	LOUISVILLE	JEFF DURBIN	CITY MANAGER	02/26/2024	88.00
TST* WATERLOO	LOUISVILLE	BENJAMIN FRANCISCO	OPERATIONS	03/12/2024	76.80
TUPELO HONEY DENVER	DENVER	RENEE LEWELLYN	OPERATIONS	03/04/2024	126.00
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER	HUMAN RESOURCES	03/05/2024	21.40
UNITED AIRLINES	UNITED.COM	GENEVIEVE KLINE	CITY CLERK	02/22/2024	325.20
UNITED AIRLINES	UNITED.COM	GENEVIEVE KLINE	CITY CLERK	02/22/2024	317.55
UNITED STATES PLASTIC	LIMA	GREG VENETTE	WATER	03/11/2024	437.33
UNIVERSITY OF DENVER	DENVER	ROBERT ZUCCARO	PLANNING	03/07/2024	15.00
USABBLUEBOOK	ATLANTA	DEVIN MADIGAN	WASTEWATER	03/12/2024	234.98
USABBLUEBOOK	ATLANTA	DEVIN MADIGAN	WASTEWATER	03/05/2024	77.18
USABBLUEBOOK	ATLANTA	DEVIN MADIGAN	WASTEWATER	02/27/2024	140.70
USGA MEMBERSHIP	LIBERY CORNER	DAVID BARIL	GOLF COURSE	02/23/2024	150.00
USPS PO 0756700237	SUPERIOR	DAVID DEAN	GOLF COURSE	03/05/2024	3.82
VALLEY CHRYSLER DODGE	BOULDER	MASON THOMPSON	OPERATIONS	03/11/2024	705.60
VIEWHOUSE COLORADO SPR	COLORADO SPRI	KATIE TOFTE	REC CENTER	03/07/2024	23.29
VIEWHOUSE COLORADO SPR	COLORADO SPRI	KATIE TOFTE	REC CENTER	03/07/2024	18.64
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	03/20/2024	737.56
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	02/23/2024	896.64
VZWRLSS*MY VZ VB P	800-922-0204	TANYA SCOTT	FINANCE	02/22/2024	2,994.90
VZWRLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER	PUBLIC WORKS	03/08/2024	20.00
WALGREENS #7006	SUPERIOR	REBECCA STORES	REC CENTER	03/19/2024	8.98
WALGREENS #7006	SUPERIOR	JEN KENNEY	POLICE	03/06/2024	71.98
WATER SAFETY PRODUC	3217777051	DANNY WEIONSTOCK	REC CENTER	03/08/2024	173.57
WAVE - *SCHAEFER ATHLE	LONGMONT	AMANDA PERERA	REC CENTER	03/11/2024	406.25

WEIFIELD GROUP CONTRAC	CENTENNIAL	DEVIN MADIGAN	WASTEWATER	03/05/2024	550.00
WHITESIDES BOOTS AND C	BRIGHTON	SHANE MAHAN	OPERATIONS	03/12/2024	99.99
WHITESIDES BOOTS AND C	BRIGHTON	SHANE MAHAN	OPERATIONS	03/12/2024	194.99
WHITESIDES BOOTS AND C	BRIGHTON	SHANE MAHAN	OPERATIONS	03/12/2024	225.00
WHITESIDES BOOTS AND C	BRIGHTON	DARRICK LAYTON	PARKS	03/04/2024	199.99
WILBUR ELLIS DENVER	DENVER	ABBY MCNEAL	PARKS	03/06/2024	240.00
WSJ/BARRONS SUBSCRIPTI	800-568-7625	JILL SIEWERT	LIBRARY	03/01/2024	19.14
WWW.APWA.NET	KANSAS CITY	MINDY OLKJER	PUBLIC WORKS	03/04/2024	795.00
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT	FINANCE	03/01/2024	1,199.41
YETI 1-833-225-9384	WILMINGTON	BARBARA NICKERSON	HUMAN RESOURCES	03/01/2024	1,425.00
ZOOM.US 888-799-9666	SAN JOSE	ERICA SCHMITT	LIBRARY	02/24/2024	149.90
Total					130,501.07
B. Redard					4.94
Grant Total					130,506.01

CITY OF LOUISVILLE
EXPENDITURE APPROVALS \$25,000.00 - \$99,999.99
MARCH 2024

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
3/4/2024	2024103	LL Johnson	Commercial mower for the Parks Dept	\$29,118.96
3/4/2024	2024104	Policy Confluence Inc.	2024 Resident Survey	\$34,000.00
3/7/2024	2024109	Core & Main	2024 Utility Parts The Public Works Operations Division stocks an inventory of parts for the purpose of repairing and maintaining the City of Louisville's water distribution system.	\$40,000.00
3/7/2024	2024110	LAWS	Upfitting 2023 Fort PI Utility, Vehicle #2122 Purchase of equipment and installation of emergency vehicle components.	\$28,760.57
3/11/2024	2024112	Colorado Outhouse LLC	3 Year Contract for Port-o-lets Louisville Elementary, Cemetary, Annette Brand, Enrietto, Memory Square, Centennial Park, Pirates Park, Cleo Mudroch Cottonwood and Coal Creek Golf Course.	\$24,172.40
3/18/2024	2024119	Otak Inc.	2024 Water Line Replacement, Storm Sewer System Maint & Sanitary Sewer Line Replacement	\$28,844.00
3/18/2024	2024120	EPC USA	Artic Wolf Platform and Licensing Agreement IT is recommending Artic Wolf to provide the City of Louisville with security operations solutions, including managed detector and response, managed risk, and managed security awareness to mitigate our exposure to cyber threats. Artic Wolf will act as our security team, providing 24/7 live person cybersecurity protection tailored to our specific needs at the City. The company monitors on-remises computers, networks and cloud based information assets from malicious activity such as Cybercrime, ransomware, and malicious software attacks.	\$70,000.00
3/25/2024	2024127	Weed Wranglers	2024 Noxious Weed Control Weed control on Davidson Mesa, Coyote Run, Warembourg, Harper Lake, North, Dutch Creek, CTC, Aquarius, Bullhead Gulch, Hillside, Walnut, Damyanvich, Daughenbaugh, and Hecla Lake Open Space Properties.	\$30,000.00
3/25/2024	2024129	Golden Automation LLC	Water Treatment Controls Systems Security and Migration to Virtual Servers In late 2023, Information Technology and Public Works engaged in the upgrades of various hardware and software components for both water treatment plants and the wastewater treatment plant for necessary technology performance and security improvements. To facilitate these upgrades, the water treatment plants SCADA system required complementary upgrades. SCADA is a complex and critical system that monitors and operates the water plants automated equipment and is essential to providing effective treatment and maintaining regulatory compliance.	\$60,400.00
3/25/2024	2024130	Barba & Sons Construction	Library Childrens Area Minor Tenant Work Interior renovations to include adding a double door to the Childrens Room, closing in a passthrough at SE wall and new flat panel lighting LED fixtures.	\$28,724.00

City Council Meeting Minutes

**February 6, 2024
City Hall, Council Chambers
749 Main Street
6:00 PM**

Call to Order – Mayor Leh called the meeting to order at 6:00 p.m. **Roll Call** was taken and the following members were present:

City Council: *Mayor Chris Leh
Mayor Pro Tem Caleb Dickinson
Councilmember Tim Bierman
Councilmember Deborah Fahey
Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Judi Kern*

Staff Present: *Jeff Durbin, City Manager
Samma Fox, Deputy City Manager
Kurt Kowar, Public Works Director
Rob Zuccaro, Community Development Director
Matt Post Senior Planner
Rafael Gutierrez, Police Chief
Meredyth Muth, City Clerk*

Others Present: *Kathleen Kelly, City Attorney
Presiding Municipal Judge Thrower*

APPROVAL OF AGENDA

Mayor Leh called for changes to the agenda and hearing none asked for a motion.

Motion: Councilmember Fahey moved to approve the agenda, seconded by Mayor Pro Tem Dickinson. **Vote:** All in favor.

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

Natasha Flyer, Superior, stated she read the recent comments to City Council was sad to read that many people have lost faith in their government. She feels there is a loss of the sense of community in town.

Sherry Sommer, Louisville, pooling time with Matthew Michaelis, played audio clips from previous City Council meetings and asked the Council to respect the democratic process.

Josh Cooperman, Louisville, pooling time with Tiffany Boyd, stated that in light of the referendum election results the Council should use particular vigilance in reviewing the Redtail plat application that is on tonight's agenda. He stated he does not think the preliminary plat on the agenda is a complete application and should not be considered until it is complete.

Tamar Krantz, Louisville, asked the Council and staff to identify all the changes that are made in applications between meetings so the public can understand what has changed. She suggested that if there are changes to applications they should be remanded back to the previous board for input before coming to City Council. She asked members to disclose conversations they have had regarding land use items.

APPROVAL OF THE CONSENT AGENDA

Mayor Leh asked for changes to the consent agenda; hearing none he asked for a motion. **Motion:** Councilmember Fahey moved to approve the consent agenda, seconded by Councilmember Dickinson. **Vote:** All in favor.

- A. ***Approval of Bills***
- B. ***Approval of Minutes: May 2, 2023; January 22, 2024***
- C. ***Approval of February Meeting Schedule***
- D. ***Approval of Resolution No. 5, Series 2024 – A Resolution Approving Two Applications to the Northern Colorado Water Conservancy District for the Conversion of a Temporary Use Permit to an Annually Renewable Perpetual Water Contract for the Right to Use Colorado-Big Thompson Project Water***
- E. ***Approval of a Sole Source Agreement with Spronk Water Engineers for 2024 Water Rights Administration***
- F. ***Approval of Resolution No. 6, Series 2024 – A Resolution Approving an Agreement with Ready to Work, LLC for General Landscape and Maintenance Services***
- G. ***Approval of Appointment to the Board of Adjustment***
- H. ***Approval of Revised 2024 City Council Work Plan***
- I. ***Adoption of 2024 City of Louisville Legislative Agenda***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Councilmember Fahey thanked the Public Works department for the snow removal efforts over the weekend.

CITY MANAGER'S REPORT

None.

REGULAR BUSINESS

APPOINTMENT OF WARD I COUNCIL MEMBER

Mayor Leh introduced the item and asked for public comments on the appointment of the new Ward I councilmember.

Public Comments

Megan Ottensen, Louisville, asked Council to consider appointing Josh Cooperman for the position. She supports him for his engagement with the City and his knowledge of the City.

Heather Gardner, Louisville, voiced her support for Cooperman for his commitment to climate change and engagement in the community. She feels his perspective as a scientist would benefit the Council.

Tim Stalker, Louisville, stated he supports Cooperman for the position.

Nancy Commins, Louisville, stated she supports Cooperman as he is the most qualified candidate in her opinion. She feels Cooperman brings something different to the Council and he is supported by many Ward 1 residents.

Ken Wilson, Louisville, stated he feels we have trustworthy representatives on the Council even when he disagrees with decisions. He supports Cooperman for the position given his qualifications and engagement in the City for climate issues, engagement with youth, and knowledge of the City and Ward 1. He feels his scientific knowledge is needed on the Council.

Tiffany Boyd, Louisville, stated she supports Cooperman for his commitment to the community and listening to people. She stated he represents the community and understands all of the issues facing Louisville. She asked the Council to consider him for the position.

Jojo Follmar, Lafayette, stated they support Cooperman for the position for his commitment to addressing climate change and his leadership on issues such as equity, diversity, and inclusion.

Tess Weltzin, Lafayette, stated she supports Cooperman for his support for localized change in Louisville to address climate change and his work with youth in the community.

Kevin Lombardo, Louisville, stated he feels Cooperman is the strongest candidate for the position and Cooperman is best prepared to take the seat.

Don Parcher, Louisville, supports Cooperman for his commitment to addressing climate change.

Michiko Christiansen, Louisville, stated she read all the applications and supports Cooperman because of his experiences.

Josh Cooperman, Louisville, pooling time with Aubryn Cooperman, stated he was disappointed to learn that the Council initial support for the seat was for Tim Bierman. He stated he wants to make his case again as he feels he is the best candidate for the seat. He stated the selection process was too undefined and the Council should have created criteria by which to make the decision. He feels his responses to the interview questions were strongest and he is the best prepared to take the seat. He has shown his commitment to serving the community and feels his engagement on issues over the past four years makes him the best candidate. He asked Council to appoint him.

Cynthia Corne, Louisville, stated she supports Cooperman for his commitment to open space, parks, and sustainability. She feels he brings the best skills and expertise to the seat.

Helen Moshak, Louisville, stated she supports Cooperman as a proven community leader and his demonstrated skills fighting for a comprehensive future for Louisville.

Cathern Smith, Louisville, stated she supports Cooperman for his advocacy for fighting climate change at the local level. She urged Council to appoint Cooperman.

John Cowley, Louisville, stated he supports Cooperman for his problem solving skills and ability to understand complex issues. He feels Cooperman would best represent Ward I.

Scott Baskerville, Louisville, stated he supports Cooperman for his previous commitment and work in town for sustainability and housing issues.

Cindy Bedell, Louisville, stated she supports Cooperman for his intelligence, critical-thinking skills, and support for sustainability issues.

Susan McEachern, Louisville, stated she supports Cooperman for his support for sustainability issues and his ability to work collaboratively.

Tamar Krantz, Louisville, stated she supports Cooperman for his understanding of the issues. She asked Council to rank each applicant on the issues facing the City.

Ted Battreall, Louisville, stated he supports appointing Tim Bierman to the seat for his perspective on the local issues. He encouraged people to get to know Bierman.

Weiyan Chen, Louisville, stated she supports Cooperman as he brings a different perspective as a scientist to the Council.

Matt Bliss, Louisville, stated he supports Bierman for his enthusiasm, dedication, and his ability to listen to and learn from the community.

Susan Loo, Louisville, stated she does not support Cooperman as he supported requiring Marshall Fire survivors to rebuild to the NetZero standard. She stated Cooperman can run for the seat in November.

Matthew Machaelis, Louisville, stated he supports Cooperman as he has broad support in Ward I. He feels Cooperman has the best credentials and is passionate about the community.

Maxine Most, Louisville, stated she supports Cooperman as he is the most prepared candidate and has participated in Council meetings over the years.

Larry Donner, Louisville, stated he does not support Cooperman for the seat.

Mark Cathcart, Louisville, stated he supports Cooperman for his data-driven approach and he has broad support in Ward I.

Keith Reis, Louisville, stated he supports Bierman for the seat as he will be a dedicated and thoughtful member that is not entrenched in any perspective and he will listen to all people. He is knowledgeable and supportive of the entire community.

Mayor Leh thanked everyone for their comments and all those who applied for the seat. He noted the extraordinary quality of the people in the community who volunteer their time for so many things. He stated it was a difficult decision and all the candidates would be an excellent addition to the Council. He asked the candidates who are not selected to continue to be involved.

Mayor Pro Tem Dickinson stated the process is not perfect but the process is set up for this to be a brief appointment. Residents will get to vote on this seat in November. He noted that public comments on all of the applicants were taken at the interviews last week and candidates assumed that was their chance for that. If Mr. Bierman had known he needed his supporters to come this evening he would have asked them to do so. He stated he would be happy to sit on the Council with Mr. Cooperman or Mr. Bierman; both are excellent candidates who will represent the Ward well. It is a really hard choice.

Councilmember Hoefner agreed it is a difficult decision and all the candidates are excellent. The Council has gotten lots of letters and input on this from residents. We don't know who the voters of Ward I would choose, that is why we have the election in the fall.

Mayor Leh noted that each candidate has been very involved in the City in different ways. He does not believe any one of the three is the consensus candidate for all residents of the Ward. He stated he hopes all of the candidates continue to be involved.

MOTION: Mayor Leh moved to appoint Tim Bierman to the Ward I position; seconded by Councilmember Fahey.

VOTE: Motion carried by unanimous roll call vote.

OATH OF OFFICE FOR WARD I COUNCIL MEMBER

Judge Thrower swore in Tim Bierman as the new Ward I councilmember.

CONCEPT PLAN REVIEW – 1301 COURTESY ROAD/1390 CANNON STREET, DELO BOOM (WEST)

Mayor Leh introduced the item. He stated this is a new process for the City:

- The purpose of the concept plan review is to provide an optional opportunity for potential future land use applicants to solicit comments from the City Council in the early stages of the development review process on complex projects to inform any subsequent related applications.
- Any comments from City Council should relate to existing relevant policies and regulations.
- All comments provided by the City Council are advisory in nature and are not binding on the City Council.
- The City Council is not required to provide any specific feedback regarding an application and a consensus or majority vote on the item will not be taken, nor will City staff provide any recommendations.

Director Zuccaro stated this new process is a chance for the City Council and the public to provide input to developers early in their process. It lets them identify issues that are important to Council before they bring back a formal application.

Planner Matt Post reviewed the location of this project. It currently has multiple structures for industrial, warehouse, and office uses. The subject property is located in the Highway 42 Urban Renewal Area and is located in a mandatory rezone area. In 2015, the property was rezoned from Industrial to CC-MU and MU-R, and in 2023 the eastern 2.47 acres of the property was rezoned from CC-MU to MU-R.

This proposal includes 135 dwelling units and 4,000 sf of retail space. Post noted the following areas of consideration for Council:

- The applicant will request consideration of a waiver to the maximum residential density of 20 units/acre allowed in the MU-R zone district. The applicant is requesting 25 units/acre. The applicant asserts that permitting more units on site will allow the development to include inclusionary housing pursuant to the requirements the municipal code.
- The applicant will request consideration of a Special Review Use to allow a larger-than-permitted building footprint. The maximum ground floor building footprint in the MU-R zone district is 10,000 square feet – the proposed apartment is +/- 30,000 square feet.
- The applicant may request consideration of a waiver to the block design and dimension standards in the design guidelines.

Planner Post stated the applicant has indicated that providing the total number of required inclusionary units on-site may be a challenge with current density limitations and Energy Code requirements.

He stated that when a formal application is submitted there will be opportunities for public comment at both the Planning Commission and City Council. Staff has not made any recommendations on this Concept Plan. The City Council may provide non-binding, advisory feedback to the applicant.

Hunter Floyd, Live Forward Development, reviewed their proposal. He stated they build high-impact, low intensity housing on infill sites. They envision a mixed use development for this site. He reviewed the community engagement they have completed. From that they learned of the neighborhood concerns about the site and their requests for more green space, walkability, affordable housing, and amenities.

He discussed the conceptual plan for the site, some of the highlights of the project, and their plans for sustainability on the site. He reviewed each of the waivers they will likely ask for related to building area, building height, density, commercial space sizing, the Net Zero building code, and affordable housing.

Councilmember Kern asked if meeting the local code will be difficult. Floyd stated that meeting the net zero code is very challenging and will increase the rent about 10%. The costs don't pencil out financially so it may mean they need residents who choose to live in a more sustainable building and pay more for it.

Councilmember Hoefner asked if more density could make the net zero affordable. Floyd stated that probably wouldn't be enough to help which is why they are asking for the waiver.

Councilmember Hoefner asked how much retail space they envision in the application. Floyd stated they expect something in the range of 2500 - 3500 sf range.

Public Comments

Mark Cathcart, Louisville, stated he supports the concept plan for the additional housing it will bring however he thinks the plan is over parked. He would like to see more walkable sidewalks on Highway 42 for these residents.

Sherry Sommer, Louisville, state she likes the onsite affordable housing but is concerned about traffic. She would like a traffic study for the entire corridor showing all of the planned development in the area and would like a fiscal impact statement. She is concerned it will not be affordable for Louisville residents and does not feel the density will help the downtown businesses.

Tamar Krantz, Louisville, stated likes the new concept plan process. She is concerned the City has not yet adopted a housing plan and is rezoning areas without that information. She would like an affordable housing commitment and energy efficiency commitment to be required at the time of rezoning for any future changes from commercial to residential zoning.

Josh Cooperman, Louisville, stated he is supportive of this development. It is a great spot for residential redevelopment and the location is not likely to get commercial development but is close to commercial development for walkability. We need the inclusionary housing. He would like charging for electric bicycles, a playground, and possibly structured parking in the development. He appreciates the developer engaging with the public.

Maxine Most, Louisville, stated she likes the concept plan process. We do need redevelopment and more housing. She agrees the development should have a lower parking requirement. She supports small retail businesses in the development.

Cynthia Corne, Louisville, stated she supports the concept in this location. She wants to make sure traffic on Griffith Street is addressed regarding school times and ice issues. She supports safe walking routes to the middle school and to shopping on South Boulder Road.

Mike Deborski, Louisville, stated he is the neighboring property owner. He thanked the developer for their engagement with the neighbors. He would like to make sure access is maintained to his property. He likes the proposal and it brings needed housing. He would like to see a lower parking requirement.

Mayor Leh noted that discussion tonight is advisory and only a feedback session.

Councilmember Hamlington stated she would like to see what can be achievable as far as energy efficiency for the development. Would like to get as far as they can and still include the inclusionary housing.

Councilmember Hoefner stated he is probably comfortable with the Special Review Use and the density waiver if the project shows up with the inclusionary housing and this level of community support.

Mayor Pro Tem Dickinson stated this looks to be headed in the right direction on the affordable housing and the density. He would like to see the affordable housing actually build rather than paying the fee in lieu. He agrees it looks over parked. He wants the City to incentivize the net zero code if possible.

Mayor Pro Tem Fahey agreed affordable housing and sustainability are high priorities for the City. She would support higher density in return for more affordable units. She also supports bicycle charging and would like to see green roofs considered.

Mayor Leh agreed this location needs to be activated and the location of this housing is good to support downtown businesses. He supports the increased density and the affordable housing.

RESOLUTION NO. 80, SERIES 2023 – A RESOLUTION APPROVING THE REDTAIL RIDGE FILING NO. 1 PRELIMINARY SUBDIVISION PLAT – *continued from 12/5/23*

Members discussed whether or not to move forward given the late hour. Members decided to start the next item with the staff and applicant presentations and then continue the public comment and deliberation to February 20.

Mayor Leh introduced the item and asked for disclosures. Councilmember Hoefner stated he would be recusing himself from this item due to a professional conflict of interest. He left the meeting.

Mayor Leh opened the public hearing.

He stated this matter is a quasi-judicial hearing meaning the application must be considered based on constitutional due process requirements that call for a fair hearing before a neutral decision maker as individual property rights are at stake. As such, City Council members must refrain from any "outside the hearing" contacts, including discussion via email, and the Council shall apply the legal criteria to the evidence presented in the public record and at the hearing before arriving at a decision.

Community Development Director Zuccaro stated all public notice requirements were met. He noted they had questions as to why residents of Superior and Broomfield received notice. He stated the property is on the edge of Louisville and the required mailing radius included residents in neighboring jurisdictions.

He stated an incorrect application page was included in the packet; the correct page is in the packet addendum. Additionally, comments from earlier meetings with the Open Space Advisory Board and the Parks and Public Landscaping Advisory Board were inadvertently left out of the packet. Those will be added to the packet for February 20 and will be clearly labeled as such.

Director Zuccaro reviewed the location and the history of the site noting it totals just under 400 acres and was formerly the home of the Storage Technology with approximately 1.5 million square feet of industrial development previous to 2009.

ConocoPhillips purchased the property in 2009 and demolished the existing buildings. ConocoPhillips received approval to rezone the property to Planned Community Zone District (PCZD); this required the adoption of a General Development Plan (GDP) which defines all the allowed uses on the site. They also received approval of a zoning agreement, preliminary PUD, and plat. The PUD and plat have since expired. The 2010 GDP does not expire and it and the zoning code are what currently govern this site.

Tonight's application is for a subdivision plat. This does not define uses or zoning standards only how to divide the property to redevelop it under the existing GDP.

There was a 2021 development proposal to amend the GDP asking to allow a different set of uses, different density, and other proposals. That GDP amendment was approved by the City Council but later overturned by referendum in 2022. In 2021, a Metro District Service plan was also approved for the site. The 2010 GDP and zoning continue to govern the site.

The applicant is requesting a new subdivision plat under the governing 2010 GDP. A plat establishes lots, blocks and tracts of land for development. It establishes rights of way and easements; and it includes public purpose land dedications. There is also a subdivision improvement agreement for installation of public infrastructure (roads, water, sewer). It does not determine or influence allowed land uses, density, building heights or zoning standards.

Director Zuccaro noted both a preliminary and final plat are required in the City's process; this is the preliminary plat and staff feels all of the requirements are met for this process except building heights. Asking for building heights is an old requirement, by practice now building heights are set by PUD so staff is not worried about this omission. Council could put a note on the plat related to building heights if it so wishes.

The preliminary plat sets out public purpose lands, lots, blocks and tracts of land; rights of ways and easements, and preliminary utility and drainage plans. The final plat will then address the subdivision improvement agreement; the final streets; landscaping; grading and drainage plans; final easement vacations; and the metro district service plan amendment. At final plat approvals from some other jurisdictions will be needed.

The code requires a minimum 12% public land dedication. Of the 390 acres in this proposal, 81 acres are exempt from the requirement. Therefore the minimum dedication required is 37.1 acres; the applicant is proposal dedicating 139 acres of public land.

Director Zuccaro reviewed the dedication in detail. In working with the applicant, staff asked the applicant to consider many factors including: does it cover relatively undisturbed areas of land; does it follow natural drainageways with habitat; is it continuous with other open spaces; and does it buffer existing residential development.

Director Zuccaro reviewed the road and trail plan noting the extension of Campus Drive to 96th Street and possible trail connections. Staff is recommending a condition that the applicant and the Northwest Parkway have a final agreement in place before the City considers the final plat.

He reviewed the proposed road layout and traffic analysis at full build out. The study finds 75% of the anticipated traffic would come and go from the Northwest Parkway and US 36 with a smaller percent from City streets. Upgrades to the Northwest Parkway and US 36 will need to be addressed long term with the regional agencies.

He reviewed the grading, drainage, and utility plans. There are six regional detention ponds proposed; a new lift station would be needed and built by the applicant; and upgrades to the wastewater treatment plant would be needed in future stages of development.

Director Zuccaro reviewed the transportation demand management plan which is required by the 2010 zoning agreement. He also reviewed the sustainability commitments which staff will require in the subdivision agreement and PUD approvals.

He reviewed the municipal code's specific approval criteria for a subdivision plat including conformation with Title 16, whether it complies with the Comprehensive Plan, and the zoning requirements. Staff finds the application does comply with all of the requirements and is consistent with the Comprehensive Plan.

The Parks and Public Landscaping Advisory Board reviewed the application and recommended approval. The Open Space Advisory Board (OSAB) recommended approval with conditions including requiring a commitment to rehabilitate and dedicate the Paradise Lane properties; requiring the applicant use City standards for underpass design; that OSAB participate in the PUD review process; and that the applicant to consider a third underpass at Rockress Drive/NW Parkway. The Planning Commission reviewed the application across six meetings and voted 3-2 to recommend denial.

Staff recommends approval with the following conditions: 1) prior to the City Council hearing on the final plat, the applicant shall provide final approval from the NW Parkway

Authority and 2) prior to the City Council hearing on the final plat, the applicant shall address all Public Works comments on the Traffic and Mobility Study.

Mayor Pro Tem Dickinson asked what the City or the applicant can do to solve the intersection of US 36 and the Northwest Parkway which will reach failure sooner with the additional traffic. Community Development Director Zuccaro stated that intersection is also impacted by development in nearby Broomfield. When CDOT does move forward on that intersection they may ask the City to contribute to the upgrades but we won't know until CDOT moves something forward. Staff has reached out to CDOT but they have not gotten any real information from them at this point.

Councilmember Dickinson asked about the overall impact of this development on congestion on Campus Drive. Director Zuccaro stated that when Campus Drive is built through to 96th it will be expected to reduce the congestion on Campus at 88th Street.

Councilmember Dickinson asked how the upgrades at the intersection at 96th will be improved. Director Zuccaro stated that the subdivision improvement agreement will include an agreement with the applicant on what they will be expected to pay for those upgrades. Those details will need to be worked out when the final plat comes to City Council for consideration.

Councilmember Hamlington asked if the underpass could be closer to the school. Director Zuccaro stated the underpasses are in the proposed locations is because the drainage is in those areas would facilitate the underpasses in those locations. A trail location with an enhanced crossing is suggested for the school crossing.

Councilmember Hamlington asked why the Planning Commission reviewed both the preliminary and final plat but only the preliminary is coming to Council. Director Zuccaro stated that there were delays in the process while the applicant worked with the Northwest Parkway on their issues. In the meantime, the applicant wanted to see if Council approved the preliminary plat before it spent more time and resources on the details in the final plat.

Councilmember Hamlington asked if the final plat could be remanded back to Planning Commission if Council wanted it to be reviewed by them. Director Zuccaro stated yes.

Mayor Leh asked how the process with Northwest Parkway is going. Director Zuccaro stated it's pretty complicated with structure of the Northwest Parkway Authority. They had concerns about how the intersection at 96th will work. The applicant can give more information on the current status of the conversations.

Councilmember Kern asked when intersection improvements will be installed. Director Zuccaro stated final dates for infrastructure work will need to be determined.

Councilmember Kern asked if the grading could be reduced in the more natural areas to be less disruptive. Director Zuccaro stated the applicant can give more details, but grading is required for drainage and road in the areas she referred to.

Applicant Presentation

Luke Murphree, Perkins & Will, noted the site it is privately owned and that after the 2022 special election it is governed by the 2010 GDP. The preliminary plat is for horizontal development only, and includes the Campus Drive extension, and a large public land dedication. He reviewed the history of the parcel and steps they have taken to date.

Rod Richardson, Sterling Bay, introduced the company and their vision for the property for a life sciences campus with sustainable development and quality design. They believe there is a market need for a life sciences campus. He noted they have increased open space and reduced square footage from the previous application for this property. He stated Sterling Bay is working with the Northwest Parkway to meet all the transportation upgrades. He reviewed fiscal projections of the project.

Mark Painter, Holland and Hart, outlined how the proposal is designed to meet the criteria in Title 16 of the municipal code and the comprehensive plan. The plat defines the road network, utilities, extends campus drive, and it exceeds the required public land dedication. He reviewed how the proposal is different from the 2010 GDP and the 2021 proposal.

He reviewed the changes made since the Planning Commission reviewed the application, the proposed road configurations, and the future steps in the entitlement process for individual PUDs. He noted this application is not asking for any variances or exceptions from the criteria.

Dan Enderson, CFO Advent Health, stated Advent Health recently took over all leadership of Avista Hospital and that any statements from previous Avista leadership are no longer valid. He noted Avista is the largest employer in Louisville and is under contract for a 40-acre site in Redtail. The hospital wants to expand and they feel they cannot do it in the current location and it is imperative to move to this new location

Alexander Stewart, Perkins & Will, reviewed the existing conditions on the site. He noted that the significant majority of the site has been previously disturbed and has a legacy of debris and noxious plants. He stated that grading is needed in most areas due to how the property was developed previously.

He reviewed the landscape vision the applicant has for the property including the open space shown on the plat and open spaces on future parcels identified in the PUD. The plan includes pickleball, a dog park, and parks. They have incorporated regional water systems and drainage into the site. They have examined regional mobility and included

train connectivity on the site. He gave an overview of the planting plan and the habitat and the wildlife management plan for the site.

Cassie Slade, Fox Tuttle Transportation Group, reviewed the Campus Drive extension, the proposed road network, and plans for transit oriented development. She also gave information about the traffic study and offsite improvements included in the plan.

Quinn Shute, Branch Pattern, spoke to the sustainability plans for the site including building to LEED standards, reducing energy and carbon emissions; addressing water use and light pollution; encouraging alternative transportation, and wellness commitments.

Luke Murphree, Perkins & Will, closed out the applicant presentation noting the applicant feels the proposal meets all City criteria, does not require any changes to the current GDP, and will be a positive addition to Louisville.

MOTION: Mayor Leh moved to continue the item to February 20 at 6 pm; Kern seconded the item.

VOTE: Motion approved by unanimous voice vote.

Council clarified that at the February 20 meeting the item will start with Council questions for the applicant followed by public comments and then deliberations.

CITY ATTORNEY'S REPORT

None.

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

Councilmember Fahey gave an update from the Rocky Mountain Metropolitan Airport roundtable regarding discussions about possibly discontinuing the roundtable. Next steps will be considered at their meeting in March.

ADJOURN

Members adjourned at 11:38 pm.

Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

City Council Meeting Minutes

**April 9, 2024
Library Meeting Room
951 Spruce Street
6:00 PM**

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

City Council: *Mayor Chris Mayor Leh
Mayor Pro Tem Caleb Dickinson
Councilmember Tim Bierman
Councilmember Deb Fahey
Councilmember Barbara Hamlington
Councilmember Dietrich Hoefner
Councilmember Judi Kern*

Staff Present: *Jeff Durbin, City Manager
Samma Fox, Deputy City Manager
Jessica Schwartz, Teen Librarian
Mandy Perera, Recreation Supervisor
Meredyth Muth, City Clerk*

Others Present: *Youth Advisory Board Members
Sena Williams, Vice-Chair
Lexi Miller, Secretary
Bailey Bartich
Raymond Catlos
Soren Firestine
Bella Ferguson
Nate Hart
Evan Hiatt
Kiana Peterson
Arihant Swain
Violet Triesch
Hazel Van Zale
Everett Weiss*

Mayor Leh welcomed everyone. He noted the extended power outage over the past weekend and stated Council would discuss it at a later meeting as it is not on the agenda this evening.

YOUTH ADVISORY BOARD 2023-2024 ANNUAL REPORT

Members of the Youth Advisory Board reviewed their work over the past year highlighting their Pet Mayor campaign and the upcoming environmental themed scavenger hunt that will take place during Earth Week.

Public comments

Mary Van Zale, Hazel's mom, stated serving on the board has been a great experience for their family.

Councilmembers thanked the members of the YAB for their service and for the great projects they do each year.

Mayor Leh gave out certificates of appreciation to the board members whose terms are ending this year.

DISCUSSION/DIRECTION – WARD MEETING PROCESS

Deputy City Manager Fox stated ward meetings are an opportunity for Councilmembers to engage with their constituencies and staff is requesting guidance on approaches for the future as there has been a renewed interest in having meetings and staff would like a consistent approach for them.

Staff is recommending city-sponsored ward meetings, each individual ward and a mayor's town meeting, be held twice per year. Councilmembers could have additional meetings but they would not be staff supported. City-sponsored meetings would include advertising of the meetings in City publications, coordination of room reservations, and staff support.

Members discussed and accepted the proposal for two staff-supported meetings per year, not spending any additional funds on advertising but rather using already available resources, and an understanding that additional meetings will be advertised by staff only if the schedule allows.

ADJOURN

Members adjourned at 7:05 pm.

Christopher M. Leh, Mayor

Meredyth Muth, City Clerk

**SUBJECT: APPROVAL OF CONTRACT WITH ADAM GOLLIN FOR
SPECIAL PROSECUTOR SERVICES**

DATE: APRIL 16, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The City occasionally needs to hire a special prosecutor to perform duties that are outside the duties of the Prosecuting Attorney. Generally, this is to act as a prosecutor for show cause hearings for liquor and marijuana licensing violations at the Local Licensing Authority and hearings in front of the Building Code Board of Appeals. Adam Gollin has served in this capacity for many years. The proposed agreement formalizes the City's use of his services on an as-needed basis. Mr. Gollin will continue to act as an independent contractor.

FISCAL IMPACT:

The City's budget already includes funding for this type of professional services.

ATTACHMENT(S):

1. Agreement for Services

STRATEGIC PLAN IMPACT:

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

CONTRACT FOR SPECIAL PROSECUTION SERVICES

This Contract is made and entered this 16th day of April, 2024 (the "Effective Date") by and between the City of Louisville ("City"), a Colorado home rule municipal corporation and Adam M. Gollin ("Attorney").

WHEREAS, the City desires to engage Attorney to provide the City special prosecution services on an as-needed basis, including without limitation, for liquor and marijuana licensing violations, Code of Ethics complaints, building code appeals, and Municipal Court matters; and

WHEREAS, the Attorney is experienced in the field of prosecution and is willing and provide special prosecution services to the City.

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

1. Services. The Attorney agrees to provide the City with special prosecution services on an as-needed basis, including without limitation, for liquor and marijuana licensing violations, Code of Ethics complaints, building code appeals, and Municipal Court matters (the "Services"). The Attorney acknowledges that this Contract does not grant any exclusive privilege or right to supply the Services to the City.

2. Compensation. The City agrees to pay the Attorney for the Services at the rate of \$155.00 per hour. The Attorney agrees to invoice the City within thirty (30) days of providing Services to the City, indicating the services performed, the time expended thereon, and the dates of service. Attorney's expenses for travel to and from Louisville shall not be billed separately to the City.

3. Term. The term of this Contract shall begin upon the Effective Date and shall continue until terminated by either party as provided in Section 7, below.

4. Compliance with Laws. The Attorney shall at all times during the term of this Contract comply with the Constitutions and applicable laws of the United States and the State of Colorado, Supreme Court rules, and the ordinances and resolutions of the City. The Attorney is currently licensed to practice law by the Colorado Supreme Court and shall remain in good standing during the term of this Contract.

5. Independent Contractor. This Contract is one for independent contractor services. The Attorney is an independent contractor and shall not be considered an employee of the City for purposes of any federal or state law. The City shall not be obligated to secure and shall not provide any employment benefits of any kind or type to or for the Attorney, including but not limited to worker's compensation coverage, unemployment insurance benefits, disability insurance, errors and omissions insurance, vacation or sick leave, retirement contributions, or other benefits. The Attorney shall be

responsible for any federal and state income tax withholding on moneys earned pursuant to this Contract.

6. Termination. This Contract may be terminated by either party without cause or reason at any time by giving thirty (30) days written notice to the other party. In such event of termination, the Attorney shall reasonably assist the City in the transfer of services to a new special prosecutor in accordance with the rules governing professional responsibility for attorneys practicing in the State of Colorado.

7. Annual Budget/Appropriation. Nothing in this Contract is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Contract are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Contract to the contrary, in the event of non-appropriation, this Contract shall terminate effective December 31 of the then-current fiscal year.

8. Amendment. Any amendment to this Contract shall be in writing, signed by all parties.

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

CITY OF LOUISVILLE

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

ATTORNEY

Adam M. Gollin

SUBJECT: AWARD BID AND APPROVE CONTRACT WITH RENNER SPORTS SURFACES FOR THE REPAIR AND RESURFACING OF THE MISSION GREEN TENNIS COURT

DATE: APRIL 16, 2024

**PRESENTED BY: BRYON WEBER, PROJECT MANAGER
ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION,
AND OPEN SPACE DEPARTMENT**

SUMMARY:

The tennis court at Mission Green Park has fallen into disrepair and was closed for safety purposes in 2023. In order to repair and reopen the court, a comprehensive reconstruction is needed in the form of a post-tension concrete overlay. As part of the new concrete overlay, the court will receive new colored surfacing, tennis striping, posts, tennis net and replacement perimeter fencing. Project costs also include an allowance for repair to the existing grass, landscape and concrete walkways which will be impacted by construction access. While a specialized tennis vendor will perform the court work, the City will use a separate landscape contractor for landscape repairs.

Respondents were asked for a lump-sum price based on a scope of work specified by the City. The bids received are as follows:

<i>Company Name</i>	<i>Base Bid</i>
Renner Sports Surfaces	\$123,985.00
Altitude Sports Surfaces	\$155,800.00

Renner Sports was the lowest bidder with a complete and accurate proposal.

FISCAL IMPACT:

The tennis court reconstruction, landscape repairs and 10% requested contingency are within the projected budget for this project. Expenses are outlined below.

Available Budget	
Acct. No. 301511-630176 'Tennis Court Rebuild'	\$255,000
Total Budget:	\$255,000
Projected Expenditures	
Court Reconstruction – Renner Sports	\$123,985
Allowance for Landscape & Walkway Repairs	\$40,000
Staff Requested Contingency (~10%)	\$15,000
Total Expenditures:	\$178,985
Budget Remaining	(\$76,015)

SUBJECT: MISSION GREEN TENNIS COURT REPAIR**DATE: APRIL 16, 2024****PAGE 2 OF 2****SCHEDULE:**

The goal is to complete work by mid-summer to allow the court to reopen during the upcoming playing season. Work will be dependent on material and contractor availability at the time of contract approval.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended contract supports Park's goal of providing sports facilities that are fully used and properly maintained, along with Recreation's goal of providing high-quality recreation activities.

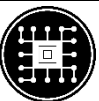
RECOMMENDATION:

Staff recommends City Council award the project to Renner Sports Surfaces per their bid of \$123,985, approve an allowance of \$40,000 for landscape and walkway repairs, authorize staff to execute change orders up to \$15,000 as an ~10% project contingency and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Renner Sports Surfaces bid submittal
2. Contractor Agreement

STRATEGIC PLAN IMPACT:

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

March 1, 2024

PRICING PROPOSAL

Abby McNeal
City of Louisville

Project: Mission Green Park Tennis Court Renovation No Addenda

L.E.R., Inc. d/b/a Renner Sports Surfaces ("Renner Sports") hereby submits the following pricing estimate to design and build **one tennis court with a post-tension concrete overlay** in 2024.

1. Demo and haul away old fence and asphalt as needed.
2. Install 10 mil vapor barrier.
3. Install 2" fine aggregate leveling course by means of laser guided equipment.
4. Install a 12" by 12" perimeter thickened edge.
5. Pour 5" thick 4000 psi post-tensioned concrete slab with cable reinforcing.
6. Install 10' high black chain link fence and one gate.
7. Install Douglas Sports tennis net and net posts, anchors and center straps in concrete foundations.
8. Install RSS color surfacing and striping.

See attached pricing schedule.

Exclusions: Permits, fees, testing, survey, windscreens, landscape, hardscape and irrigation repairs. Owner to designate and provide adequate access for large trucks and repair any damage created by our work. We will be as careful as possible to limit traffic in and out of the park.

Sincerely,

Neal DePooter
ndepooter@rennersports.com
L.E.R., Inc. dba Renner Sports Surfaces

Pricing Schedule

PROJECT: Tennis Court Resurfacing – Mission Green Park Lois Drive Louisville, CO 80027

<http://www.google.com/maps?f=l&hl=en&q=Lois+Drive%2c+Louisville%2c+CO+80027>

OWNER: CITY OF LOUISVILLE, COLORADO

LER Inc. dba Renner Sports Surfaces

ITEM	DESCRIPTION	QNTY	UNIT	EXTENDED PRICE
1	General Conditions	1	LS	\$ 2,000
2	Demolition & Disposal	1	LS	\$ 10,000
	• Remove and haul existing fence, posts, footings and screen. • Remove and haul existing net and net posts. • Remove and haul existing asphalt, as needed for perimeter beam.			
3	Post-Tension Concrete Slab	1	LS	\$ 67,985
	• Excavate & Pour 12"x12" Perimeter Beam • Install Compacted Crusher Fines Base (2" depth laser graded to 1% max) • Install Vapor Barrier (10 mil) • Post-tension cables (max 3'-6" spacing, each direction) • #4 Rebar at perimeter • 5" Thick Slab (4000 psi, laser screed) • Cable Tensioning			
4	Fencing	1	LS	\$ 33,000
	• Black Vinyl coating • 10' H with 2-7/8" coated posts and 1-3/4" coated chain link • • 1 gate			
5	Surfacing	1	LS	\$ 10,000
	• Pressure wash (4,000 psi) • Flood and patch areas collecting 1/16" water with acrylic fiber cement (1 hour dry time at 70 degrees) • One coat primer • One coat back acrylic resurfacer • Two coats Laykold acrylic color (standard colors) • Tape, prime and paint Tennis and junior lines per ASBA			
6	Equipment	1	LS	\$ 1,000
	• Furnish and install new net sleeves and center anchor (prior to concrete pour) • Furnish and install new Tennis Posts (2-7/8" Douglas Premier XS) • Furnish and install new Tennis Net (Douglas DMT-36)			
7	Other	1	LS	\$
		TOTAL:		\$ 123,985

Please provide Lump Sum (LS) values to the line items above.

Questions: submit to Abby McNeal: amcneal@louisvilleco.gov

Return pricing schedule and any additional scope of work to amcneal@louisvilleco.gov by **March 1, 2024**.

Agreement

THIS AGREEMENT is made and entered into this 17th day of April in the year 2024 by and between:

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

and

RENNER SPORTS SURFACES
(hereinafter called **CONTRACTOR**)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: MISSION GREEN TENNIS COURT RESURFACING
PROJECT NUMBER: 301511-630176

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **70 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE HUNDRED DOLLARS (\$100)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of ONE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED EIGHT YFIVE dollars (\$123,985.00) set forth in the Bid Form of the CONTRACTOR dated March 1, 2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by PROJECT MANAGER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT MANAGER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

- 5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8. CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor

in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Bidding Documents
 - 6.1.1 Request for Bid
- 6.2. Contractor's Bid Response
 - 6.2.1 Cover Letter
 - 6.2.2 Pricing Schedule
- 6.3. This Agreement
- 6.4. General Conditions
- 6.5. Supplementary Conditions
- 6.6. General Requirements
- 6.7. Drawings & Specifications
 - 6.7.1 Drawing titled: Mission Green Access & Staging
 - 6.7.2 Specifications
- 6.8. Other documents which may be required or specified including:
 - 6.8.1 Notice of Award
 - 6.8.2 Performance Bond
 - 6.8.3 Labor and Material Payment Bond
 - 6.8.4 Certificates of Insurance
 - 6.8.5 Notice to Proceed
 - 6.8.6 Contractor's Proposal Request
 - 6.8.7 Contractor's Overtime Request
 - 6.8.8 Field Order
 - 6.8.10 Work Change Directive
 - 6.8.11 Change Order
 - 6.8.12 Application for Payment
 - 6.8.13 Certificate of Substantial Completion
 - 6.8.14 Claim Release
 - 6.8.15 Final Inspection Report
 - 6.8.16 Certificate of Final Completion
 - 6.8.17 Guarantee Period Inspection Report
- 6.9. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.10. In the event of conflict between the above documents, the prevailing document shall be as follows:
 1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. City of Louisville Design and Construction Standards.
 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

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

This Agreement will be effective on _____, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: RENNER SPORTS SURFACES

By: _____
Christopher M. Leh, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: PROST Project Manager

**SUBJECT: AWARD BID AND APPROVE CONTRACT FOR TRAIL
WAYFINDING SIGNAGE PHASE ONE TO E3 SIGNS**

DATE: APRIL 16, 2024

**PRESENTED BY: BRYON WEBER, PROJECT MANAGER
ADAM BLACKMORE, DIRECTOR OF PARKS, RECREATION,
AND OPEN SPACE DEPARTMENT**

SUMMARY:

This is the first of a multi-phase project to fabricate and install wayfinding signage elements throughout the City's multimodal trail system. This initial phase is for signage and pavement striping on the "Powerline Trail" from Dillon Road (west of Club Circle) continuing ~4 miles north and east to Keith Helart Park / Callahan Open Space.

The project was advertised for competitive bidding based on a package of drawings and specifications developed by the PROST Department. Respondents were asked to complete an itemized bid form which resulted in a lump-sum price based on the quantities and scope of work specified by the City. The bids received are as follows:

<i>Company Name</i>	<i>Base Bid</i>
Freeman Signs*	\$44,088.31
E3 Signs	\$48,335.00
Divinci Signs	\$71,832.51
Arapahoe Sign Arts	\$77,632.00
Forge Signworks	\$81,440.00

**While Freeman signs was lower in the tabulation, their pricing did not include the requested services for pavement striping.*

E3 Signs was the lowest bidder with a complete and accurate proposal that was determined to be best value to the City due to its inclusion of all signage elements and the requested pavement striping components.

FISCAL IMPACT:

The fabrication, installation and 15% requested contingency are within the available budget for this project. Expenses are outlined below.

Available Budget	
Acct. No. 202511-660015 (Conservation Trust Fund - Wayfinding Signs)	\$115,000
Total Budget:	\$115,000

SUBJECT: WAYFINDING SIGNAGE PHASE ONE (POWERLINE TRAIL)**DATE: APRIL 16, 2024****PAGE 2 OF 2****Estimated Expenditures**

Fabrication & Installation e3 Signs	\$48,335
Staff Requested Contingency (~10%)	\$7,250
Total Expenditures:	\$55,585
Budget Remaining	(\$59,415)

SCHEDULE:

Schedule will be dependent on material and contractor availability at the time of contract approval and order. Current timelines from the vendor show substantial completion by mid-July 2024 assuming contract approval in mid-April.

PROGRAM/SUB-PROGRAM IMPACT:

The contract supports the Open Space program's goal of providing passive recreation and the Trail Maintenance sub-program's goal to encourage recreation and enable safe walking, running and biking around Louisville. The project also indirectly supports the Transportation program's goal of providing a well-maintained, effective and efficient multi-modal transportation system.

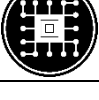
RECOMMENDATION:

Staff recommends City Council award the project to E3 Signs per their bid of \$48,335, authorize staff to execute change orders up to \$5,000 as an ~10% project contingency and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. E3 Signs bid submittal
2. Contractor Agreement

STRATEGIC PLAN IMPACT:

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



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Louisville Wayfinding Signage 2024 RFB 2025 I I-660015 REQUEST FOR BID

March 25, 2024,

Attached please find e3 Signs Proposal Requirements Document for Louisville Wayfinding Signage 2024 for The City of Louisville. Primary contact for this proposal is Gunter Hammock, contact information listed below. Included in this document:

- A. e3 Signs Team.
- B. Qualifications Statement & Experience.
- C. The Scope of Work to be performed.
- D. Fee Proposal (attached as separate file).

e3 Signs was established in December, 2010. We have never failed to complete any jobs awarded to us. We have never defaulted on a contract. E3 Signs and its Officer's, any of its affiliates and/or any of our proposed subcontractors have not been convicted of collusion in a bidding process and /or been debarred from bidding or contraction with any city, state, or governing entity and any private entity.

All of e3 Signs team members identified here in this RFP Response shall remain for the duration of this project. Members include: Randy Hammock, Owner; Gunter Hammock, Project Manager; Kevin Dawson, Graphic Designer; Andy Anderson, Chief Fabricator; Devon Netschke, Lead Installer; Jose Antunes, Lead Installer.

E3 Signs RFB shall remain valid for a period of not less than 90 days from 3/22/2024.

Primary contact for this project during the period of proposal evaluation:

Gunter Hammock, Project Manager

970.430.0072

gunter@e3signs.com

www.e3signs.com



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A. e3 Signs Team

e3 Signs is a local Sign Contractor located out of Loveland, CO. e3 Signs works hard to make sure that our team and the company is always continuing to create a unique and diverse culture. From providing new opportunities to people starting a career or enabling those that have been in the industry to expand upon their current abilities, we are focused on providing and supporting them with the necessary resources to do so. Every employee at e3 Signs plays an important role in the growth of the environment around them. We believe giving everybody a chance to learn, grow, and change is vital for maintaining the unique and diverse culture at e3 Signs. Below is a complete list of our company team that includes their roles and experience.

Company Personnel:

- Randy Hammock, President, 32 years as an Licensed Architect and 13 years in sign industry.
- Maka Hammock, Vice President, 7 years in sign industry.
- Kevin Dawson, Graphic Designer, Production, 15 years in sign/graphics industry.
- Ethan Mestas, Project Manager/Graphic Designer, Production, Installer, 11 years in sign industry
- Andy Anderson, Fabrication and Installation, 27 years in sign industry.
- Gunter Hammock, Project Manager/Estimator, Construction and Installation. 8 years in sign industry.
- Devon Netschke, Fabrication and Installation, 17 years in sign industry.
- Jose Antunes, Fabrication and Installation, 2 years in sign industry.
- Kim Blair, Permitting and Administration, 25 years in admin and 2 years with e3 Signs.



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B. Statement of Qualifications & Experience

Established in 2010 as a full-service sign company

Randy Hammock created e3 signs based upon a need to provide creative solutions to our customer's signage and graphic needs. Before e3 signs, Randy practiced architecture, specializing in Institutional and Civic Architecture. Randy has been a licensed Architect since 1991 and during his many years practicing architecture discovered the art of signage. Attention to detail is the key to a successful project and is our goal in the execution of our signage from design, fabrication through installation. Our customer service is what sets us apart from others in our industry. We take pride in our quick response to customer needs. Upon completion of each job we shall walk-thru the entire job and make any modification requested by our Customer. If there are any issues during or after project completion our response shall be immediate.

e3 signs specializes in custom way-finding signs, monument signs, building signage, electronic message centers (EMC), ADA interior signs, vehicle wraps, decals, and many other graphic and sign products. We have designed, fabricated and installed a variety of different sign types over our tenure. Our customers range from Government, Institutional, Commercial, Non-Profits, Developers, Real Estate, and Private Businesses. We do both large and small projects. We have completed projects all over the United States. Please see the examples below and visit our website, www.e3signs.com, to view some of our work and to get more information about our company. Below is a list of our products and services:

- Graphic design: Wayfinding, systems, building signs, logos, and custom artwork & graphics.
- Way-finding signage for exterior and interior applications.
- Monument signs, illuminated and non-illuminated.
- Electronic Message Centers and Digital Displays.
- ADA signage for rooms and interior areas of buildings.
- Building signs, Illuminated and non-illuminated.
- Dimensional letters, interior and exterior, cut and cast metal, acrylic, composite, laminated, etc.
- Panel signs, non-illuminated, wall and post mounted.
- Vinyl graphics for interiors, signs, and vehicles, including fleets, wraps and decals.
- Marketing signs for real estate developments, point of sale, and other business applications.

Projects and References:

- I. Oakwood Homes, Aurora / Denver CO, Housing Development Monument Signs
 - a. Completion date: Project is four phases started in 2020 and is Ongoing.
 - b. Description: Fabrication and installation of new development monument signs.
 - c. Project Value: \$408,000.
 - d. Contact: Justin Howe, Director of Project Operations, 720.326.3850.





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2. City of Lafayette, CO, Park Signs and Kiosk.
 - a. Project consisted of 3 phases, started October 2017 and completed November 2022.
 - b. Description: Design, fabrication and installation of park and open space signs.
 - c. Project Value all 3 phases: \$586,000.
 - d. Contact: Ben Mazal, Project Manager, 303.661.1306.



3. South Suburban Parks and Recreation, Centennial, CO. Mary Carter Greenway Trail System Wayfinding Signage

- a. Project Consisted of 5 Phases starting 2016 and completed 2021.
- b. Description: Wayfinding signage system for South Suburban Parks and Rec trails along the South Platte River trails and various other bike and walking trail systems.
- c. Project Value all 5 phases: \$1,066,000.
- d. Will Barringer, South Suburban Parks and Recreation, 303.483.7024.



4. City of Boulder

- e. Completion date: February 2024
- f. Description: Fabricate and Installation of 16 Gateway Identification and Wayfinding Signs at Boulder Junction.
- g. Project Value: \$412,000.
- h. Contact: Reegan Brown, Senior Project Manager, 720.660.9334.





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Other Projects and References:

5. City of Thornton
 - i. Completed April 2023
 - j. Description: Fabricate and Installation of Kiosk and Wayfinding signs throughout Thornton.
 - k. Project Value: \$298,000.
 - l. Contact: Kelly Zuniga, Parks and Open Space PM, 303.255.7834.
6. City of Westminster CO, Trail & Bike Path Wayfinding Signs.
 - m. Project consist of 2 phases. Started 2020 and completed 2022.
 - n. Description: Design, fabrication and installation of Kiosk, post and panel trail signs
 - o. Project Value: \$152,000.
 - p. Contact: John Vann, Senior Landscape Architect, 815.351.5389.
7. City of Brighton CO, New and replace existing Park Signs.
 - q. Project consisted of 3 phases, starting 2020, and completed 2022.
 - r. Description: Design, fabrication and installation of park and open space signs.
 - s. Project Value: \$140,000.
 - t. Contact: Kyle Sylvester, Parks Project Manager, 303.655.2089.



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C. Scope of Work & Project Processes

Provide materials, fabrication, and installation of Louisville Wayfinding Signage 2024.

This work includes but not limited to:

- I. Finalizing design & construction documents for the project.
 - a. For finalizing the design & construction documents for our projects, our team works closely with our clients and stakeholders to provide them with services for developing the final documents.
 - b. First, we have a kickoff meeting with the stakeholders of the project to discuss the final design & construction documents. This includes providing the necessary samples and submittals for the project.
 - c. Next, when the final documents have been approved, we begin the process of creating shop drawings and getting engineered documents.
 - d. Through the process of finalizing the project documents, we take advantage of being able to use this process to help create insight for any foreseeable problems that might arise concerning the project. This includes but is not limited to:
 - i. Project Budget
 - ii. Material Availability
 - iii. Proposed locations of the Signs
 - I. Existing conditions of these locations
 - iv. Local, State, & Federal Code Requirements
 - v. Traffic Control Requirements
 - vi. Material Staging
2. Procuring material per the design documents.
3. Providing construction documents for the fabrication and installation of signs.
4. Fabrication of signs per the design documents consisting of the following signs totaling 11 signs:
 - a. (4) – 7' Doubled Sided Panel Pole Sign.
 - b. (3) – 4' Linear Map Pole Sign.
 - c. (1) – 4' Directional Pole Sign
 - d. (1) – Street Name Sign.
 - e. (2) – Pavement Markings Stencil.
5. Installation of signs per the construction documents:
 - a. Construction of sign footings per construction documents.
 - b. Erection/Installation of signs & pavement markers.
 - c. Site cleanup.
 - d. Punch list walk.
6. Quality Control and Certification
 - a. Quality control shall be ongoing throughout the fabrication, construction, and installation of signs.
 - b. Project completed. All punch list items completed and Owner's approval.
 - c. Owner's approval and Certification of signs. Warranty period starts after completion of punch list and Owner has certificated that quality has been met for each sign.

Examples of Fabrication Process:





exceptional • effective • expressive

D. Fee Proposal

Bid Form (Exhibit C) per RFB 202511-660015 included in submittal packet.

EXHIBIT A – Disclosure Statement

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee.

Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response.

Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

- ☐ NO KNOWN RELATIONSHIPS EXIST
- ☐ RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed or Typed Name

Title

Signature

Date



Colonial Surety Company - 123 Tice Blvd. Suite 250, Woodcliff Lake, NJ 07677-8447
p. (201) 573.8788 | (800) 221.3662 f. (201) 573.1062 | (800) 743.1062 e. info@colonialsurety.com

March 25, 2024

E3 Enterprises, Inc. d/b/a E3 Signs

Whom It May Concern:

We hereby confirm that E3 Enterprises, Inc. d/b/a E3 Signs has a surety program of a \$500,000.00 single limit with an aggregate limit of \$1,000,000.00.

Please be advised that all requests for performance and payment bonds are subject to the review and acceptance of the terms and conditions of the contract by the Surety Company. The requests must also provide satisfactory evidence of financing for the job, and must undergo the normal underwriting review by the surety at the time of the request of the bonds.

Please note that this letter does not constitute a bid bond or consent of surety. Colonial Surety Company assumes no liability to you or to third parties if for any reason Colonial Surety Company declines to issue the bond.

Colonial Surety Company, Co-Surety with Beazley Insurance Company, Inc., are duly licensed in the State of Colorado and are listed in the U.S. Treasury Circular 570. Colonial Surety Company has a current A.M. Best Rating of A, Excellent Beazley Insurance Company, Inc. has a current A.M. Best Rating of A, FSC XIII.

Please feel free to call me at 800-221-3662 if you have any questions.

Regards,

Wayne Nunziata
Attorney-in-Fact

**EXHIBIT C
SCHEDULE OF UNIT PRICES**

PROJECT: 2024 Wayfinding Signage - Powerline Trail

PROJECT NO: 202511-660015

COMPANY: e3 Signs

DATE:

3/25/2024

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Fabrication (price to Owner for fabrication and/or procurement of specified signage)					
	Initial Artwork Set-up*, Shop Drawings, Etc.	LS	1	\$ 2,400.00	\$ 2,400.00
	Wooden Post - Cedar 6"x6"x10' L (for 7' Panel Pole)	EA	4	\$ 400.00	\$ 1,600.00
	Wooden Post - Cedar 6"x6"x6' L (for 4' Map and Directional Poles)	EA	4	\$ 190.00	\$ 760.00
	Post Base Sleeve - 36" Depth	EA	4	\$ 340.00	\$ 1,360.00
	Post Base Sleeve - 48" Depth	EA	4	\$ 450.00	\$ 1,800.00
	Trail Icon Arrow (Lake-to-Lake, Two Direction)	EA	2	\$ 80.00	\$ 160.00
	Trail Icon Arrow (Powerline, Two Direction)	EA	2	\$ 80.00	\$ 160.00
	Trail Icon Arrow (Powerline, One Direction - Up)	EA	24	\$ 70.00	\$ 1,680.00
	Trail Icon Arrow (Powerline, One Direction - Left)	EA	8	\$ 70.00	\$ 560.00
	Trail Icon Arrow (Powerline, One Direction - Right)	EA	7	\$ 70.00	\$ 490.00
	Linear Map Sign (each location has unique art)	EA	5	\$ 100.00	\$ 500.00
	Double Sided Panel Sign (Sign Cabinet w/ All Panels)	EA	4	\$ 4,500.00	\$ 18,000.00
	Property Icon Sign (North Open Space)	EA	3	\$ 45.00	\$ 135.00
	Property Icon Sign (Keith Helart Park)	EA	1	\$ 45.00	\$ 45.00
	Street Name Sign	EA	2	\$ 300.00	\$ 600.00
	Hardware Allowance (Fabricator to suggest hardware for all signage)	LS	1	\$ 500.00	\$ 500.00
	Stencil - Powerline Trail	EA	2	\$ 250.00	\$ 500.00
	Sign Removal	EA	4	\$ 120.00	\$ 480.00
	Add Alt #1 - Rough Sawn Cedar Post 10'	EA	4	\$ 310.00	\$ 1,240.00
	Add Alt #2 - Rough Sawn Cedar Post 6'	EA	4	\$ 220.00	\$ 880.00
				Sub-Total	\$ 31,730.00
				Sub-Total w/ Add Alt's	\$ 31,490.00
Installation (price to Owner for installation, not to include material/fabrication costs above)					
	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
	Double Sided Panel Sign with Associated Signage (including installation of specified posts in 48" Base Sleeve)	EA	4	\$ 800.00	\$ 3,200.00
	Directional Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	1	\$ 600.00	\$ 600.00
	Linear Map Pole w/ Associated Signage (including installation of specified post in 36" Base Sleeve)	EA	3	\$ 600.00	\$ 1,800.00
	Mount One Sign to Existing Telespar Pole (use vandal resistant bolts)	EA	18	\$ 50.00	\$ 900.00
	Mount One Sign to Existing Metal Pole (use straps)	EA	4	\$ 75.00	\$ 300.00
	Mount One Sign to Existing Wood Pole (use vandal resistant screws)	EA	8	\$ 50.00	\$ 400.00
	Mount One Street Name Sign (into existing concrete wall)	EA	2	\$ 240.00	\$ 480.00
	Color Striping (6"x60" with 5" white POWERLINE label)	EA	46	\$ 150.00	\$ 6,900.00
	Color Striping (6"x30" no label)	EA	7	\$ 75.00	\$ 525.00
	Other (if needed)				
				Sub-Total	\$ 16,605.00
				Grand Total	\$ 48,335.00
				Grand Total w/ Add Alt's	\$ 48,095.00
	Additional Artwork Customization* (only as needed)	HOURLY			\$

*All digital artwork to be supplied by Owner in Illustrator PDF format.

Agreement

THIS AGREEMENT is made and entered into this 17th day of April in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

e3 SIGNS
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: WAYFINDING SIGNAGE FABRICATION & INSTALLATION (Powerline Trail)
PROJECT NUMBER: 202511-660015

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **60 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE HUNDRED DOLLARS (\$100)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Forty eight thousand three hundred thirty five dollars (\$48,335) set forth in the Bid Form of the CONTRACTOR dated March 25, 2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by PROJECT MANAGER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT MANAGER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as PROJECT MANAGER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

- 5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8. CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Bidding Documents
 - 6.1.1 Request for Bid
 - 6.1.2 Addendum No. 1 to 1 exclusive
- 6.2. Contractor's Bid Response
 - 6.2.1 Cover Letter
 - 6.2.2 Team & Qualifications
 - 6.2.3 Past Projects and References
 - 6.2.4 Project Process
 - 6.2.5 Fee Proposal and Bid Form
 - 6.2.6 Proof of bonding capability
 - 6.2.7 Disclosure Statement
 - 6.2.8 Certificate of Insurance
- 6.3. This Agreement
- 6.4. General Conditions
- 6.5. Supplementary Conditions
- 6.6. General Requirements
- 6.7. Drawings & Specifications
 - 6.7.1 Booklet titled: 2024 Open Space & Trails Wayfinding Improvements Details & Specifications
 - 6.7.2 Signage Inventory by Location
 - 6.7.3 Inventory Maps by location titled "Wayfinding Map 2023"
- 6.8. Other documents which may be required or specified including:
 - 6.8.1 Notice of Award
 - 6.8.2 Performance Bond
 - 6.8.3 Labor and Material Payment Bond
 - 6.8.4 Certificates of Insurance
 - 6.8.5 Notice to Proceed
 - 6.8.6 Contractor's Proposal Request
 - 6.8.7 Contractor's Overtime Request
 - 6.8.8 Field Order
 - 6.8.10 Work Change Directive
 - 6.8.11 Change Order
 - 6.8.12 Application for Payment
 - 6.8.13 Certificate of Substantial Completion
 - 6.8.14 Claim Release
 - 6.8.15 Final Inspection Report
 - 6.8.16 Certificate of Final Completion
 - 6.8.17 Guarantee Period Inspection Report
- 6.9. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.10. In the event of conflict between the above documents, the prevailing document shall be as follows:
 1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called

- for or shown by both.
- 4. Supplementary Conditions.
- 5. General Conditions.
- 6. City of Louisville Design and Construction Standards.
- 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

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

This Agreement will be effective on _____, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Christopher M. Leh, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: PROST Project Manager

**SUBJECT: APPROVAL OF CONTRACT FOR FINAL GRADING
 INSPECTIONS OF MARSHALL FIRE LOTS WITH OTAK, INC**

DATE: APRIL 16, 2024

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

SUMMARY:

Staff recommends approval of a contract with the engineering on-call consultant Otak, Inc for Marshall Fire final grading inspection services in the amount of \$129,146. This will cover final grading inspections of the remaining 375 Marshall Fire lots through 2025.

BACKGROUND:

The Engineering staff is over capacity with work load as Marshall Fire final grading inspection requests increase with completion of rebuild homes. There are on average 12 inspections per week that take approximately 45 minutes each that the Engineering team have been attempting to absorb. The frequency of the final grading inspections is anticipated to remain steady in the coming months as many residents are completing their homes. Addition of resources is necessary in order to maintain project delivery of the City's annual Capital Improvement Program and maintain responsive services for rebuild home owners.

Services include performing final lot grading inspections (and anticipated re-inspections) of Marshall Fire lots to ensure compliance with approved lot grading plans.

Otak is part of a group of on-call consultants for the City that were selected through a Request for Proposals process based on qualifications and rates in 2021, and was selected due to the proximity of Otak to the burn areas (Louisville office). Having a local office in Louisville reduces costs related to travel time and mileage.

FISCAL IMPACT:

The building permit fees from the Marshall Fire will cover the costs of the review of the permits. The account is 101530-540140 Prof Services – Plan Review/Inspection. A budget amendment will be required to add this contract to that account.

PROGRAM/SUB-PROGRAM IMPACT:

This effort supports recovery efforts for the Marshall Fire for final grading inspection services.

RECOMMENDATION:

Staff recommends City Council authorize the Mayor to execute a proposed contract with Otak, Inc for Marshall Fire final grading inspections of Marshall Fire lots through December 2025 in an amount not to exceed \$129,146.

SUBJECT: FINAL GRADING INSPECTION SERVICES CONTRACT**DATE: APRIL 16, 2024****PAGE 2 OF 2****ATTACHMENT(S):**

1. Contract

STRATEGIC PLAN IMPACT:

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

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

1.0 PARTIES

This AGREEMENT FOR CONSULTING SERVICES (this “Agreement”) is made and entered into this 16th day of April, 2024 (the “Effective Date”), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and Otak, Inc a Colorado Corporation hereinafter referred to as the “Consultant”.

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

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

5.0 PROJECT REPRESENTATION

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

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2025, unless sooner terminated pursuant to Section 13, below. The Consultant's Services under this Agreement shall commence on the Effective Date and Consultant shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant

to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this Agreement.
- 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate.
- 7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance, and professional liability insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

- 10.1. Consultant shall satisfy all tax and other governmentally imposed responsibilities including but not limited to, payment of state, federal, and social security taxes, unemployment taxes, worker's compensation and self-employment taxes. No state, federal or local taxes of any kind shall be withheld or paid by the City.
- 10.2. **Consultant is not entitled to worker's compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some entity other than the City.**
- 10.3. Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Consultant has and retains control of and supervision over the performance of Consultant's obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.
- 10.5. The City will not provide training or instruction to Consultant or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Consultant nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Consultant represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Consultant and Consultant shall take all precautions necessary for the proper and sole performance thereof.

- 10.9. Consultant will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the

performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

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

17.0 COMPLIANCE WITH LAWS

- 17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Consultant acknowledges that the City of Louisville Code of Ethics provides that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions on behalf of the City, and that City officers and employees similarly shall not receive such gifts. Consultant agrees to abide by the gift restrictions of the City's Code of Ethics.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

City of Louisville
Attn: City Manager
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4533
Fax: (303) 335-4550

If to the Consultant:

Otak, Inc.
371 Centennial Parkway, Suite 210
Louisville, CO 80027
Telephone – (303) 444-2073

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

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

23.0 AUTHORITY TO BIND

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

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

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By: _____
Mayor

Attest: _____
Meredyth Muth, City Clerk

CONSULTANT:

By: _____
Title: _____

Exhibit A – Scope of Services/Fees



April 2, 2024

Cameron Fowlkes
City of Louisville, Public Works Department
749 Main Street.
Louisville, CO 80027

**RE: Marshall Fire Reconstruction – Final Grading Inspections
Otak Project No. 020108.E00**

Dear Mr. Fowlkes,

As requested, Otak has prepared this proposal to provide “extension of staff” services to help the City of Louisville (City) conduct final grading inspections prior to granting Certificates of Occupancy for houses being reconstructed after the Marshall Fire. Otak inspectors/engineers will follow the attached “Louisville Lot Grading Checklist,” which was provided to Otak on February 23, 2024, to conduct inspections assigned to us by the City.

These services will be provided on a time and materials basis for an estimated total of \$129,146. Otak will invoice monthly in accordance with our on-call engineering services contract with the City. Our fee estimate is outlined below.

Assumptions:

- For each inspection, we assume:
 - 0.25 hours of prep time (scheduling with the City, downloading approved plans, confirming travel route)
 - 0.75 hours of travel time per inspection, and
 - 0.25 hours of follow-up communication with builders.
- The fee was estimated using an average rate of \$145/hour. Actual staff time will be billed in accordance with the 2024 On-Call rates.
- Average 5% labor rate escalation for 2025. Actual staff time will be billed in accordance with the 2025 On-Call rates, once established.
- No charge for mileage (built into our rates).
- Approximately 4 hours per month of project management, invoicing, and coordination time
- Services to be provided through 12/31/2025.
- The City will contact the Otak Project Manager (Tim Rohan) to request/coordinate inspections.

Fee Estimate

		2024	1st Inspection	Follow up Inspection	2024 Total		2025	1st Inspection	Follow up Inspection	2025 Total
Number of Lots for Inspection	375	200	200	150			175	175	131	
Fee for Initial Inspection		\$ 200	\$ 40,000		\$ 40,000		\$ 210	\$ 36,750		\$ 36,750
Fee for Follow-up Inspection (assume 75% reinspection rate)		\$ 145		\$ 21,750	\$ 21,750		\$ 152		\$ 19,983	\$ 19,983
				2024 Total =	\$ 61,750				2025 Total =	\$ 56,733

Task	Fee
Project Management & Coordination	\$10,663
2024 Inspections	\$61,750
2025 Inspections	\$56,733
Total	\$129,146

Thank you for the opportunity to continue in service to the City and the residents committed to rebuilding after the destructive Marshall Fire.

If you have any questions, please do not hesitate to call me at 720.758.7729.

Sincerely,



Matthew Marshall
Interim Regional Manager
matt.marshall@otak.com



Tim Rohan
Project Engineer
timothy.rohan@otak.com

City of Louisville Lot Grading Inspection Checklist

Before going out:

- Download or print the approved grading plan from here (Approved folder):
[\\COL-FS01\City_Share\\$\Building Dept\Plan Reviews\03 MARSHALL FIRE REBUILDS\01 APPROVED PLANS \(ALREADY REVIEWED\)](#)
- If you can't find the address check here:
[\\COL-FS01\City_Share\\$\Building Dept\Plan Reviews\03 MARSHALL FIRE REBUILDS\02 PERMITTED REVISIONS\APPROVED](#)

Water Meter

- Verify meter lid is good condition.
- If meter is in driveway, make sure the lid can be removed. Clean off all concrete from lid.

Curb Stop

- Verify cap is in good condition
- If curb stop is in driveway, make sure the lid can be removed. Clean off all concrete from lid.
 - Make sure curb stop has extra valve box if installed in driveway.

Grading

- Verify grading matches approved plan.
- Make sure swale and high points are installed correctly.
- Make sure there are no low spot near the foundation
- Make sure water does not flow into the neighbor's lot. May need to require a small berm if the lot next door is not built yet or in construction.
- Verify Sump pit drain location
- Make sure nothing is piped right behind the walk (should be at least 10 feet from the walk).
- Verify downspouts are all accessible
- Verify no trespassing on City Property. If this occurs, contact code enforcement (Susan 720-636-3473 or Nancy 720-355-5041) and text photos. Do not approve until this is resolved or open space has given you the ok.

Erosion control

- Erosion control must be installed until landscaping is done (silt fence or waddles)

ROW Damages

- Verify from Mark if there are any ROW damages. They must get a ROW permit and inspection for the repairs.
- If the contractor can produce photos before construction of the home that prove it was damaged prior, they do not have to repair.

If corrections are needed

- Send text message to contact with all corrections. Make sure to include address.
- Identify if reinspection is required or if photos are ok.

When approved

- Sign and date the inspection card under ROW/Grading inspection (near bottom of card).

SUBJECT: APPROVAL OF 2024 ARBOR DAY PROCLAMATION

DATE: APRIL 16, 2024

PRESENTED BY: CHRIS LICHTY, PARKS & RECREATION DEPARTMENT

SUMMARY:

This year the City of Louisville will celebrate Arbor Day on Friday, April 19. This proclamation formally announces this years' Arbor Day.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve

ATTACHMENT(S):

1. 2024 Arbor Day Proclamation



ARBOR DAY

WHEREAS, The City of Louisville conducts an annual Arbor Day Celebration, employs staff dedicated to tree care, has written a tree ordinance, and spends more than two dollars per capita on tree care, the National Arbor Day Foundation recognizes the City of Louisville as a Tree City USA for the 43rd consecutive year and

WHEREAS, the City of Louisville received the Tree City USA Growth Award from the National Arbor Day Foundation for hiring a City Forester and completing an inventory of city trees and

WHEREAS, through the work of the Parks and Public Landscapes Board, the City of Louisville has established and committed to an ongoing landscape beautification master plan involving the planting of numerous trees and shrubs and

WHEREAS, through lottery proceeds the City of Louisville has established an arboretum and continues to maintain and manage through sound arboricultural practices.

WHEREAS, the Parks and Public Landscapes Board and City of Louisville staff continue to educate the public on sound horticultural and forestry practices and

WHEREAS, Arbor Day has been celebrated nationally since 1872.

NOW THEREFORE, the City Council of the City of Louisville does hereby proclaim Friday, April 19st, 2024 as Arbor Day in the city of Louisville and urge all citizens to celebrate efforts to care for our trees and woodlands and to support our city's community forestry program, and I urge all citizens to plant trees to gladden the heart and promote the well-being of present and future generations.

DATED this 16^h day of April 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: RESOLUTION NO. 20, SERIES 2024 – A RESOLUTION
APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES
FOR THE MAIN STREET PATIO PROGRAM**

DATE: APRIL 16, 2024

PRESENTED BY: JEFF DURBIN, CITY MANAGER

SUMMARY:

On March 19, 2024 City Council directed staff to make improvements to the Main St patio program in lieu of a seasonal closure of Main St. Staff has been working on implementation of the “substantially enhanced patio program.”

In addition to physical improvements to the program, staff is providing a resolution for Council consideration that would waive the \$1,000 per patio fee for participation.

DISCUSSION:

Patio installation is scheduled to begin the week of April 22, consistent with prior year’s schedules. As of April 12, 2024, 32 of the 34 patio are scheduled for businesses. Enhancements scheduled for this year, at this time, include the following:

- Staff asked all downtown businesses about interest in enhancing public areas in front of businesses. A few businesses expressed interest and staff continues to work with them on details.
- Staff is working on acquiring materials to add decorative lighting to the patios. Supply chain issues may be problematic, but we are hopeful.
- Flower baskets are getting ready for delivery. Parks staff was disappointed with the contractor’s performance last year regarding maintenance, so Parks staff will be maintaining them this season.
- Staff is working with the new owners of the Chase building to lease their parking spaces for public parking, this would add 9 new parking spaces downtown.

Staff has explored a variety of other options that could be considered in future years pending how the program performs in 2024.

Staff continues to work with businesses, the Downtown Business Authority, Chamber of Commerce, and City event staff on additional programming opportunities for the season.

Patio fees are due on April 15, 2024 following our annual schedule. However, should Council waive those fees the City would provide a prompt rebate of any fees already paid.

SUBJECT: RESOLUTION NO. 20, SERIES 2024

DATE: APRIL 16, 2024

PAGE 2 OF 2

FISCAL IMPACT:

Patio program fee revenue is 33,000 annually. This underwrites the costs of the program, those costs exceed \$33,000 annually (the flower baskets alone cost \$17,500)

PROGRAM/SUB-PROGRAM IMPACT:

The temporary closure of Main Street is related to the City's goal to promote a thriving business climate that produces reliable revenue to support City services.

RECOMMENDATION:

Approval of Resolution No. 20, Series 2024

ATTACHMENTS:

1. Resolution Waiving Fees for 2024 Patio Program

STRATEGIC PLAN IMPACT:

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

**RESOLUTION NO. 20
SERIES 2024**

**A RESOLUTION APPROVING THE TEMPORARY WAIVER OF CERTAIN FEES FOR
THE MAIN STREET PATIO PROGRAM**

WHEREAS, the City's small businesses significantly contribute to the overall fabric of the City's economy and the health, welfare, and enjoyment of its residents; and

WHEREAS, the City Council believes the summer patio program is an important way to promote activities and visits to the historic downtown area; and

WHEREAS, City Council finds that it should lessen the financial burden of downtown businesses by waiving the City-imposed fees for those restaurants participating in the patio program for the 2024 season.

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

Section 1. The City Council hereby waives the City-imposed fees to participate in the downtown seasonal patio program for the 2024 season.

PASSED AND ADOPTED this 16th day of April, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

SUBJECT: UPDATE – COMMUNITY RESILIENCY AND MARSHALL FIRE
RECOVERY – *continued from 3/19/24 & 4/2/24*

DATE: APRIL 16, 2024

PRESENTED BY: JEFF DURBIN, CITY MANAGER
RYDER BAILEY, CPA, DIRECTOR OF FINANCE
ROB ZUCCARO, DIRECTOR OF COMMUNITY DEVELOPMENT
KIANA FREEMAN, RECOVERY & RESILIENCE MANAGER

Executive Summary

This document is an overall update on the recovery from the Marshall Fire as well as an overview regarding mitigation and community preparedness efforts that are being implemented by multiple divisions through the City of Louisville.

As of February 23, 2024, of the 559 homes lost from Marshall Fire, 160 homes have received certificates of occupancy. 75% of the homes destroyed by Marshall Fire (2021) are somewhere in the rebuild process. The City departments are working continuously to support the Marshall Fire recovery. This includes open space and parks projects, recovering community spaces that were impacted, construction management for neighborhoods and residents who are moving back home, public works projects to repair City facilities, and continuing to test water for the safety of the residents. The City recognizes that there is still a long road to recovery from the Fire. Projects that the City is working on include providing resources for mental health support, financial assistance, and being an advocate for the community during this time.

The Recovery and Resilience Division has been working hard over the last 7 months to begin building a disaster management program for the City of Louisville. Key initiatives for 2024 include preparedness, mitigation, response, and recovery planning. The main goal for the Recovery & Resilience Division is not only to support and lead Marshall Fire recovery projects, but to implement a resilience strategy so that the community is building back more resilience.

In addition to the new Recovery & Resilience Division, the City's Police Department and Fire Protection District are continuing to monitor public safety and implement new procedures to increase the safety of the community.

The purpose of this update is to share information while keeping City Council and the community informed on the Marshall Fire recovery progress. It is also provided to discuss next steps for mitigation and preparedness efforts. Staff are not seeking direction from City Council currently. This communication provides information on the following:

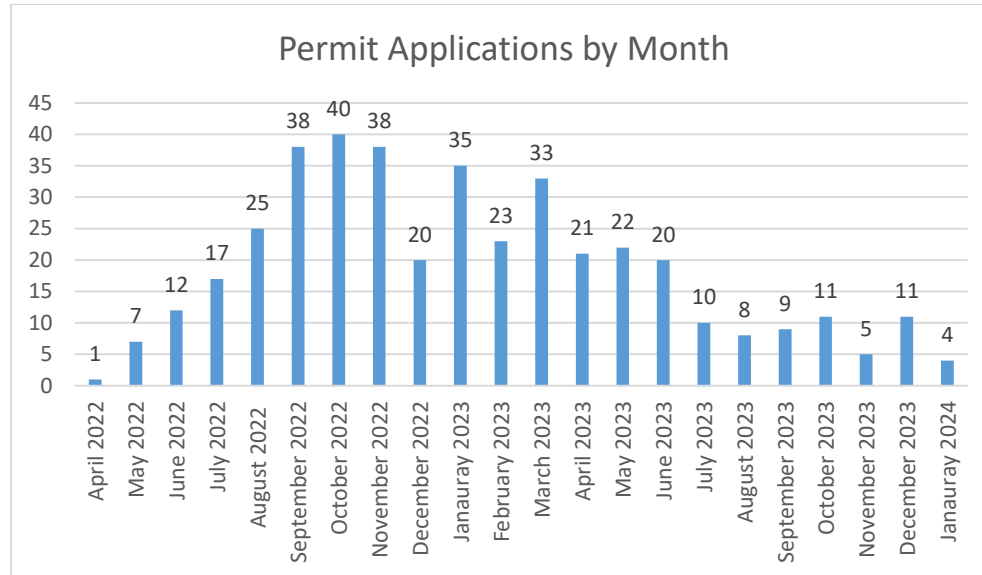
- Marshall Fire Recovery
 - Rebuilding Status
 - Public Facilities and Infrastructure Repair
 - Community Engagement
 - City's Financial Condition
 - Insurance Overview
- Preparedness & Resilience
 - Safety and Security Status
 - Louisville Fire Protection District Update
 - Open Space Mitigation
 - Recovery & Resilience Division Overview
- Next Steps

Marshall Fire Recovery**Marshall Fire Rebuilding Status:****Rebuilding Progress**

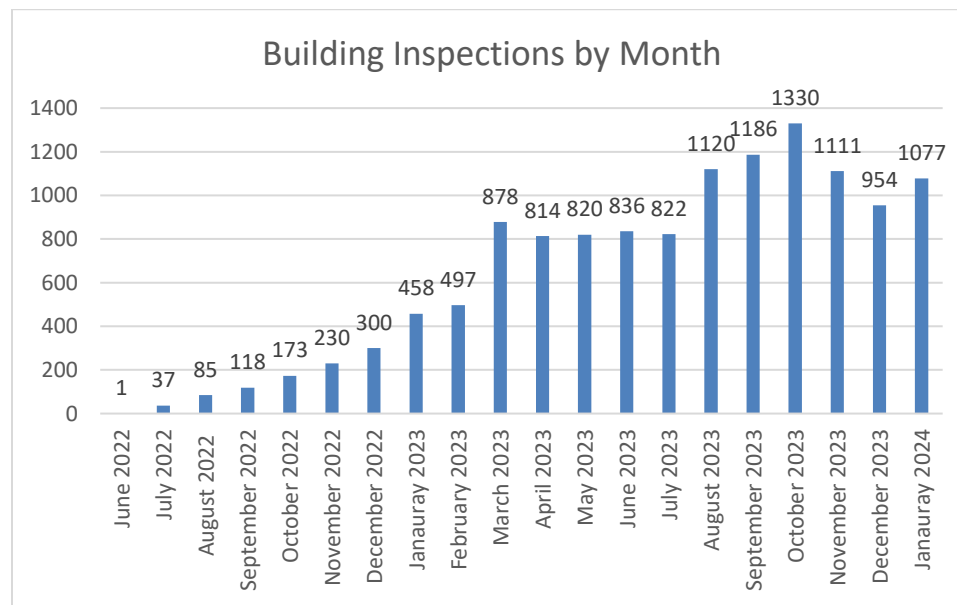
As of February 23, 2024, 29% of homes had received a certificate of occupancy and an additional 46% were under construction or in the permitting process. The number of permit applications for rebuilds peaked in late 2022 and remained high through the middle of 2023. The City is continuing to receive a steady stream of permit applications, but at a much lower rate. The average reported construction cost valuation is \$900,771. In addition, through January 2024, of the 549 homes lost, 66 vacant lots have been sold to new owners and two completed homes sold to new owners.

Exhibit 1 - Rebuild Data (as of February 23, 2024):

Homes Lost	549
<i>Certificates of Occupancy</i>	160
<i>Under Construction</i>	235
<i>Permits Under Review</i>	19
<i>Remaining Lots Not In Process or Completed</i>	135

Exhibit 2 - Permit Application Volume through January 2024:

The City has conducted 12,847 total building inspections as part of the rebuild effort. Inspection volumes increased significantly in the later part of 2023, peaking in October 2023, as many homeowners were wanting to complete their rebuilds before the holidays and the two-year limitation on many homeowners' Additional Living Expense (ALE) coverage was schedule to run out.

Exhibit 3 - Building Inspection Volume through January 2024:

The City also lost one commercial property in the fire at 1116 Dillon Road. This property included two strip-center commercial buildings with eight tenants. The property owner has submitted a building permit to reconstruct the commercial center.

Permit Fee Revenues

In the June 2023 Council communication, the City made a commitment to the community that City staff would develop an analysis to outline the Marshall Fire revenue v. expenditures. The staff is determined to keep this commitment in which the City's Finance and Community Development divisions are working on building out the analysis and will share more information with the community when the analysis is complete.

The City is collecting 100% of the building permit and plan review fees for all rebuild permits. The following is the total amount of plan review and permit revenues collected by the City (as of February 12, 2024):

<i>Plan Review and Permit Fee Revenues</i>	<i>\$4,045,143</i>
--	--------------------

These funds are used for administration of the permitting and inspection process. The staff has been anticipating the completion of an analysis of fees charged and expenses incurred to administer the rebuild process and intends to complete this review later this year for Council consideration.

City Construction Use Tax Credit Program

The City's Construction Use Tax credit program allows for a credit on the City's portion of construction use tax for those rebuilding, but not for properties that have sold to a new owner. The program was recently expanded to include permits to repair homes damaged by smoke, ash, water, or any other impacts from the fire. A Construction Use Tax covers the sales tax on construction materials used in the rebuild process. Properties that opted into the 2018 International Energy Conservation Code (IECC) rather than the 2021 IECC only receive a rebate proportional to the building area of the original home.

The following summarizes current Construction Use Tax credits issued by the City (as of January 31, 2024):

<i>City Use Tax Credit Requests</i>	<i>385</i>
<i>Total Credits Issued</i>	<i>\$5,539,120</i>
<i>Average City Use Tax Credit</i>	<i>\$14,930</i>

The total amount of Construction Use Tax collected by the City for homes on lots sold to a new owner or the proportional share of those building to the 2018 IECC (as of February 12, 2024) is listed below:

<i>Use Tax Revenues from Properties Sold or Building to 2018 IECC</i>	\$1,159,970
---	--------------------

County and State Construction Use Tax Credit Program

The County and State also have Construction Use Tax credit programs for homeowners that are rebuilding. The County's Construction Use Tax credit program is fully administered by the County. However, the State's Construction Use Tax program requires that the City process applications and issue a tax form to the homeowner for submittal to the State.

As of December 31, 2023, the City had processed 229 State Construction Use Tax credit forms for homeowners. In addition, the State Construction Use Tax credit program has created demand for homeowners to reconcile and revise their reported valuations submitted with the City-issued building permits, which would potentially allow homeowners to obtain larger State Construction Use Tax Credits. The City is currently in the process of developing a structure for reconciliation of valuation for the rebuilds.

Xcel Energy Efficiency Incentive Program

Xcel Energy is offering a series of rebates for building to minimum energy efficiency standards. As of December 2023, the following were the total registration for Louisville rebuilds in each of the rebate programs, and the rebate offered.

Home Certification Standard	Rebuilding Homeowner Incentive	New Homeowner Incentive	Louisville Participants
<i>2021 International Energy Conservation Code</i>	\$7,500	\$0	28
<i>Energy Star v3.2</i>	\$10,000	\$1,200	15
<i>Zero Energy Ready Home v2</i>	\$12,500	\$2,500	28
<i>Energy Star + NextGen</i>	\$17,500	\$5,000	42
<i>Passive House (PHI/PHIUS)</i>	\$37,500	\$15,000	4
<i>TOTAL Participants</i>			117

Construction Management

As more and more residents are moving back home, the neighborhoods are transitioning from construction zone into occupied neighborhoods. This can create some tension between ensuring that residents are provided a safe and comfortable neighborhood and facilitating efficient and quick construction. The City has developed new standards for staging on vacant lots and maintenance of vacant lots that are not under construction to help with this transition. The City also continues to have a consultant and Community Resource Officer regularly patrol the rebuild neighborhoods and work with contractors to ensure construction sites are managed appropriately.

Open Space and Parks Marshall Fire Recovery

The City of Louisville Open Space Division has completed repair to all amenities damaged in the Marshall Fire. This work includes repairs to fencing, gates, retaining walls, and trails damaged by wind impacts. The City also received a grant from the Land and Water Conservation Fund for over \$250,000 which supported resurfacing the Davidson Mesa Trail (including wind damaged sections caused by the Marshall Fire).

Parks continues working to rebuild Enclave and Sunflower Parks with a goal of beginning construction in late 2024. The project was delayed in 2023 during pursuit of a matching grant from Great Outdoors Colorado. In December 2023, the City received an award of \$500,000 which effectively doubles available funding to \$1,000,000 total for the two parks. Phase one of the median landscape renovations, which included fire impacted areas, was substantially complete in fall 2023. Final plantings, reseeding and warranty work will be completed in spring 2024 as weather allows. The median landscape contract approved at \$805,000 in June of 2023 should see final billings in the amount of approximately \$755,000.

Parks has continuously worked on landscape replacements throughout the fire areas. In 2024, Parks will continue replacing trees and landscape plantings throughout the affected area focusing on the community entrances that were affected.

Public Facilities and Infrastructure Repair Status

Public Property Debris Removal (PPDR)

The City's portion of the PPDR ended up being \$847,000 of the total \$13,800,000 that was spent in Louisville. The City covered 100% of the cost of driveways and FEMA ineligible concrete (\$150,000) with approval of the property owners. The only remaining item related to PPDR is the retainage payment to Boulder County of approximately \$40,000 for the project closeout.

Water Testing

Staff continues to test the water system as houses are coming back online in accordance with CDPHE approved requirements. 826 water samples have been collected and analyzed. The combined total cost for all water testing is \$653,000. The City has approx. \$45,000 remaining within the contract. To date, FEMA has agreed to reimburse the City approximately \$472,000 for water testing. The impacted water system has been subdivided into 24 neighborhoods with 17 completed and fully released. The seven remaining neighborhoods each have a single home in the early stages of construction and will be tested when available.

City Repairs

Public Works continues to monitor the streets and sidewalks in the burn areas as construction progresses. Emergency patching and pothole repairs are being completed

on an as-needed basis. Most of the streets in the burn areas are scheduled to be rehabilitated in 2025. Staff will monitor the rebuild progress in each subdivision and actual street rehabilitation may vary depending on progress. A few less impacted subdivisions will be completed in 2024 assuming building progresses as anticipated. FEMA has obligated the money for fire damage and PPDR incidental damages. FEMA has denied covering the cost of damages related to rebuilding after PPDR was completed but staff will continue to appeal this decision.

Marshall Fire Community Engagement

The Louisville Historical Museum and Dr. Kate Goldfarb from the CU Boulder Anthropology Department created the Marshall Fire Story Project to allow the community to share and preserve their Marshall Fire stories. These stories allow those affected by the fire to add their voices to the creation of an official historical record of the event, the aftermath, and the ongoing recovery. Story sharing sessions are offered in the hopes that the community will find comfort knowing their voices matter, and the telling of stories is a critical part of processing trauma to find healing. The MFSP team schedules and records oral histories and then processes, transcribes, and edits audio files so that they may be housed at the Louisville Historical Museum and accessed by the community and researchers. Stories are collected online via written submission as well as by conducting in-person interviews.

So far, the project team has collected 31 oral histories and 43 written stories. The Marshall Fire Two-Year Breakfast has allowed the Project to garner additional interest in people sharing their stories, and the museum is grateful for the opportunity to continue helping the community process and heal.

City's Financial Condition:

Insurance Overview

All City facilities have been repaired to date and were fully covered by insurance. The exception is windows at the Police and Court building, which are in progress and materials have been ordered. Compromised window seals were identified in the summer of 2023. All windows in the Police and Court building are being replaced and the expense fully covered by insurance.

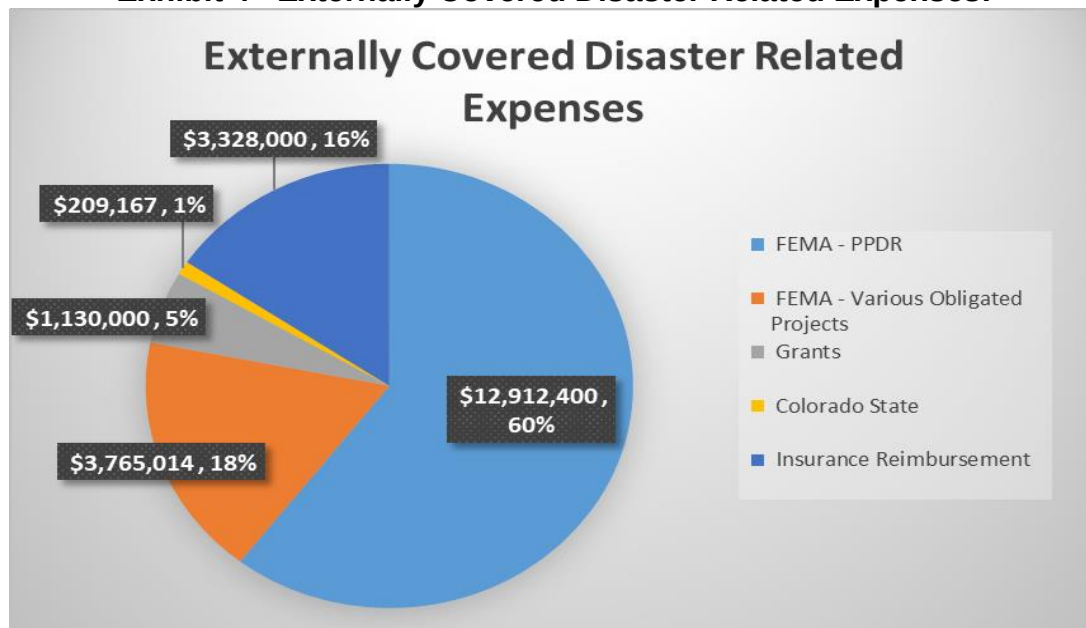
To date, the City has submitted \$5,089,215 and has received \$3,328,008 in payments. The difference in submitted versus received is that the submittal was deemed ineligible, exceeded coverage limits, or were covered by another source.

The Finance Department, City Manager's Office and City staff continuously monitor and track disaster related expenses to maximize external funding sources and mitigate negative financial impacts to the City. There are several financial impacts related to the

Marshall Fire, including the total impact to the organization from damage to infrastructure and facilities, disaster response, lost revenues, and assistance to homeowners.

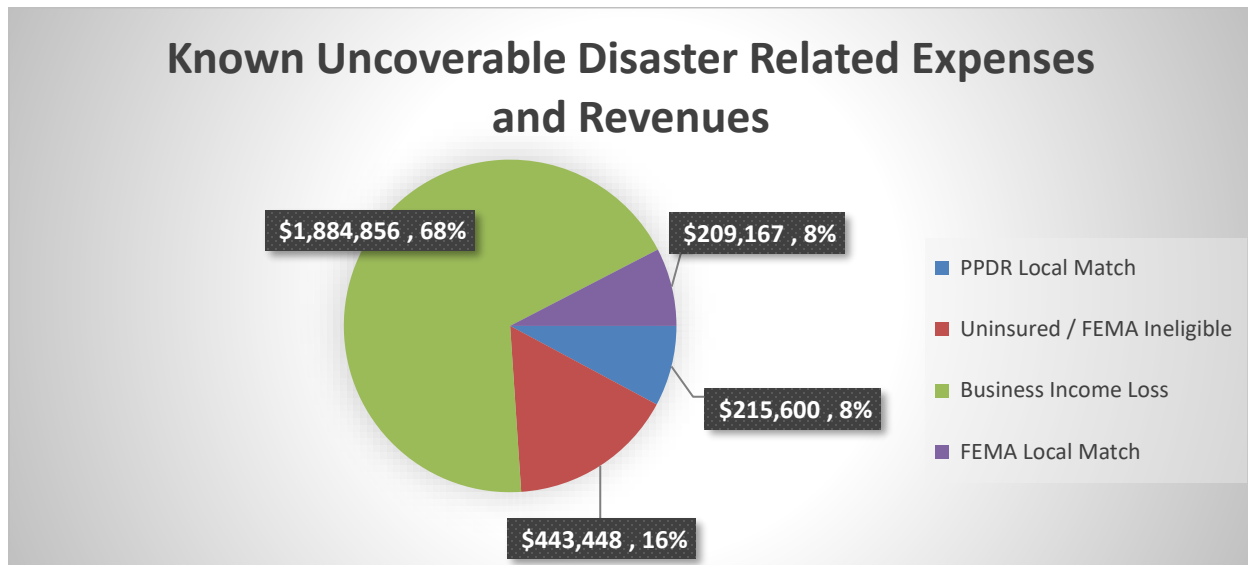
Total estimated disaster related expenses, including the Private Property Debris Removal (PPDR) program, and quantifiable revenue losses are currently estimated at \$29.8M. Extensive efforts by staff have resulted in approximately 3/4ths, or \$21.3M, of these expenses to be covered by external sources, such as FEMA, the State, Grants, and the City's own insurance policy. Please refer to Exhibit 4 for a breakout of Externally Covered Disaster Related Expenses.

Exhibit 4 - Externally Covered Disaster Related Expenses:



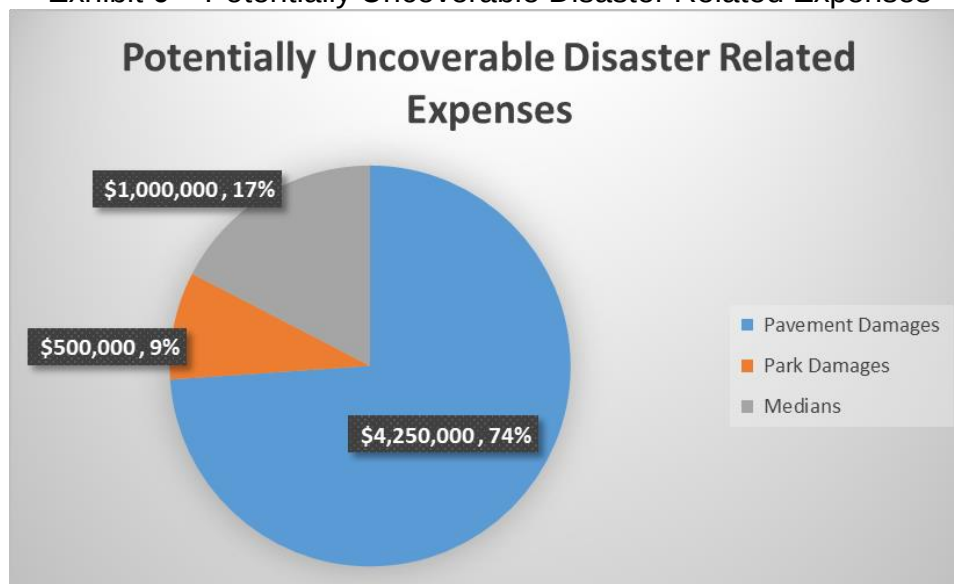
Of the remaining \$8.1M in disaster related expenses not covered by external sources, \$2.8M is designated as Known Uncoverable (Such as Business Income Loss, City expense for driveways and FEMA ineligible concrete as part of PPDR, FEMA local matches or "cost shares", denied insurance claims or insurance claims in excess of deductibles). Please refer to Exhibit 5 for a breakout of Known Uncoverable Disaster Related Expenses and Lost Revenues.

Exhibit 5 - Known Uncoverable Disaster Related Expenses and Lost Revenues:



Significant disaster related expenses totaling \$5.75M remain outstanding and are considered Potentially Uncoverable. These are largely comprised of current and anticipated disaster related expenses deemed ineligible by FEMA, such as median, park, and road infrastructure repairs. Please refer to Exhibit 6 for a breakout of Potentially Uncoverable Disaster Related Expenses.

Exhibit 6 – Potentially Uncoverable Disaster Related Expenses



Staff continue to work diligently with Colorado Department of Public Safety on documentation requests as it relates to FEMA Obligated projects. Additionally, Staff

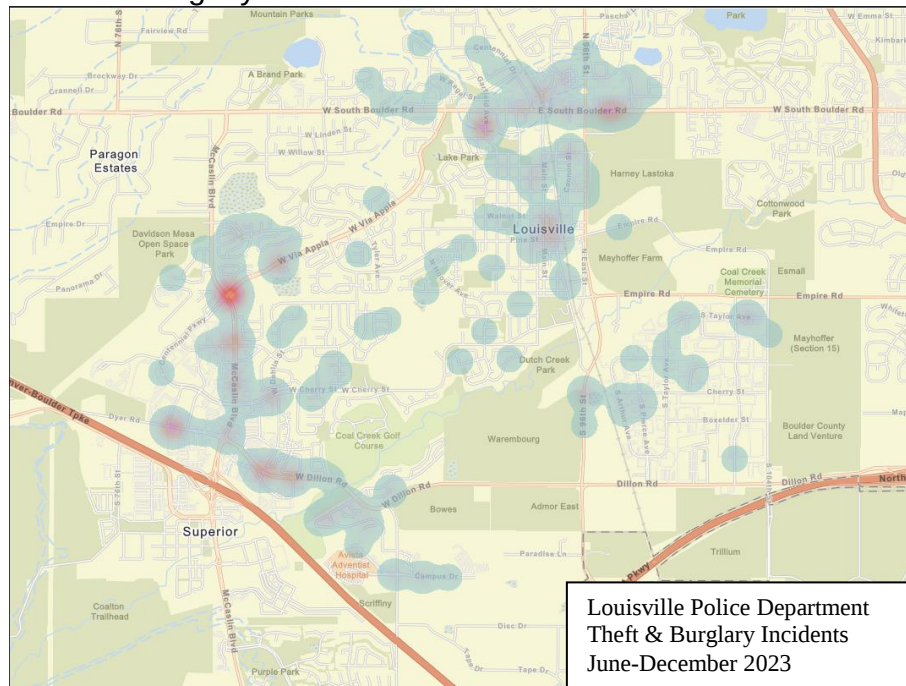
continues to work with the Insurer on all eligible and potentially eligible covered expenses; however, staff does not anticipate any significant insurance reimbursements in the future.

Preparedness and Resilience

Safety and Security Status

The police department continues to monitor the activity occurring within the fire rebuild areas and uses several strategies to support residents and property owners in these areas to address concerns. Focused patrols and visibility will continue in the rebuild areas to try and deter criminal behavior and to help create a feeling of safety as residents return home. The department's Crime Prevention Specialist continues to offer Crime Prevention Through Environmental Design (CPTED) education and conducts site assessments to those currently in the rebuilding process. This service is also extended to those who have moved back into their homes.

Thefts and construction site burglaries in the fire impacted areas decreased by approximately 74% between June 2023 and December 2023 compared to the previous 6 months. From January through May 2023, nineteen incidents were reported in the rebuild areas compared to only five from June to December 2023. The investigations section made significant progress on previously reported construction theft incidents by identifying and charging multiple suspects. These individuals are believed to have been involved in these events within the city and surrounding jurisdictions. The use of Automated License Plate Readers (ALPR) in these areas continues to be a valuable resource that has helped with follow-up investigations and the development of investigative leads. The technology also allows the police department to support regional crime prevention partnerships and was invaluable in identifying and linking the above-mentioned theft suspects to multiple incidents across the Denver Metro and Northern Colorado area. In 2024, the City of Louisville will enter its second year of a two-year contract with the ALPR vendor and hope to continue to utilize the system to enhance community safety.

Exhibit 7– Theft and Burglary Incidents:

As residents move back, there is an increase in natural surveillance, and this is leading to additional calls for service related to code enforcement, parking/access, and other property concerns. Together with other city departments, Police is working to develop solutions to these new challenges. The priority is to find a balance between the goal of getting people home while working to ensure a safe environment for contractors and homeowners.

The police department's command staff received training in July 2023, at the Boulder County's ODM, on the use of a fire alerting and evacuation system, Genasys EVAC (formerly Zonehaven). The police department, together with the City Manager's Office and the City's Recovery and Resiliency Manager, are in the process of coordinating with Boulder County ODM and the Louisville Fire Protection District on the use and management of the system.

Police staff continued to actively participate in the Community Wildfire Protection Plan workshops held throughout the region and attended regular meetings with regional public safety partners to enhance collaboration and strengthen response strategies. The department continues its direct engagement with fire affected groups including the Neighborhood Preparedness Roundtable, Marshall Together, and Marshall Restoring the Community (ROC) to address public safety concerns and foster positive working relationships with its members. These relationships have enhanced communication and provide channels to relay and receive pertinent information more effectively.

Louisville Fire Protection District

The Louisville Fire Protection District has implemented new response protocols for wildfires. This was a joint effort with all Fire Departments/Districts in Boulder County along with the Boulder County Sheriff's Office. The protocols are based on the following critical factors - Hot, Dry, Windy (HDW), Energy Release Component (ER), Burn Index (BI), and 1000-hour fuel moisture/drought level. These factors create a numerical score, and these scores relate to the District's response. There are three levels – Low, Medium, and High. A low response would have a minimal initial response (one brush truck, one engine, and a Fire Duty Officer from the County). The High response would send the most initial units.

Additionally, all the career firefighters had light/wildland gear, but now all staff have the same sets of gear including volunteers. The Louisville Fire Protection District is researching a new type of wildland engine (small brush truck vs medium size truck). The Fire District is also participating in several work groups (City of Louisville, Boulder County, Neighborhood Watch groups, State of Colorado Division of Fire Prevention and Control) focused on recommendations, plans, and responses to urban interface wildfires.

Open Space Mitigation***Open Space***

The Open Space Division coordinated efforts to hire the Lynker Corporation and The Ember Alliance to develop a Wildfire Hazard and Risk Assessment Report for public lands in and around the city. The purpose of this project was to develop a comprehensive, science-based wildfire hazard and risk assessment and to provide mitigation options for consideration for the City of Louisville's public lands to be more resilient against future events.

The Open Space Division is carrying out the recommendations of the Wildfire Hazard and Risk Assessment Report by reducing fuels through implementing perimeter mowing in select areas, trail corridor mowing, cattle and goat grazing, noxious weed control, and removal of woody fuels. The City was awarded two grants to support Open Space grazing and mowing mitigation efforts; grants awarded included over \$45,000 to support 2023 efforts from the County Wildfire Mitigation Grant Program and a portion of an additional \$289,000 from the Colorado State Forest Service Wildfire Mitigation Grant Program to support 2024 Open Space mowing and grazing efforts and additional City efforts.

In 2024, the Open Space Division is also partnering with organizations such as the Natural Resource Conservation Services (NRCS), Bird Conservancy of the Rockies, Longmont and Boulder Valley Conservation District, and other local agencies and experts to ensure mitigation efforts are coupled with sound ecological and science-based management. To learn more about Open Space fire mitigation efforts please go to the Open Space Division City web page or follow this link:

<https://storymaps.arcgis.com/stories/47b11c7f1abe45bcba54d6e9abea1d6e>

Recovery & Resilience Division Overview

The purpose of the Recovery & Resilience Division is to ensure the City of Louisville's employees and whole community are prepared to respond to and recover from any incident. City of Louisville's goal is to protect the community from the inevitable hazards that the City is faced with. The Recovery & Resilience Division focuses on four main buckets including preparedness, mitigation, response, and recovery.

An important part of the community's recovery is the need to mitigate risk and build resilience for future disasters. Below is a summary of some of the work around mitigation/preparedness that has occurred in the past year.

Preparedness

Preparedness means providing community awareness/education and implementing recovery and disaster response plans.

Training and Exercise

The Recovery and Resilience Division is in the process of creating a staff training plan. Internal training and exercises for City of Louisville staff is important because it provides staff with information about internal operations during a disaster, response, and recovery. It also gives staff the opportunity to test the effectiveness of the Response and Recovery organization chat, identify immediate areas of improvement and action items, and analyze the integration of City of Louisville with partners in the case of a disaster. The Recovery and Resilience Division has developed a New Hire Training course for new City of Louisville employees as well as a training course on Response and Recovery 101.

On November 6th, 2023, the Recovery and Resilience Division put on an internal Disaster Response Tabletop and Functional Exercise. This exercise was run in conjunction with Boulder County's Office of Disaster Management and consisted of a scenario-based event. The City has reviewed the After-Action report that was developed and has begun working on the improvement strategies that resulted from the exercise.

Community Preparedness

In partnership with the Town of Superior, the City launched the 2024 Disaster Preparedness Education Series in January. The purpose of the series is to undertake action and education to mitigate risk and build resilience for future disasters for the community. Session topics include: Disaster Communications, Public Safety Preparedness, Access and Functional Needs, Psychological First Aid, Wildfire Preparedness, Pet Preparedness, Community Mitigation, Disaster Preparedness, and Holiday Safety Awareness & Winter Preparedness.

Plan Development

The Recovery and Resilience Division is responsible for developing internal plans related to emergency management response and recovery. Many of these plans resulted from the Emergency Improvement Plan (EIP) created by All Clear Emergency management group in 2023. This EIP provides a foundation to evaluate and assess the City's roles and responsibilities around disaster preparedness and response and its performance during past incidents, including the Marshall Fire. One internal plan includes the Recovery Plan which outlines the roles and responsibilities held by the City of Louisville as part of the recovery process following any incident impacting the jurisdiction. The Continuity of Operations Plan is used to ensure continuous function and services during response and recovery operations. The Emergency Communications Strategy clearly defines the messages, priorities, strategies, and tools the City of Louisville will use when communicating with the community during an emergency. The Recovery & Resilience Division is also work with Louisville's Sustainability Division to update the 2021 Louisville Annex from the Boulder County Hazard Mitigation Plan with 2023/2024 data and analysis and expand on newly identified vulnerabilities in Louisville.

Emergency Notifications

The City is still ensuring that BOCOAlert and Reachwell alerting tools are a priority for the community and staff. The City has worked with Boulder Office of Disaster Management to ensure that the City follows the County on terminology and language to keep consistency. To continue to push out this resource to increase the City's resilience, the Recovery & Resilience division provided training to the community on the purpose of signing up for alerts and assisted those who struggled to sign up. Additionally, the City is in the process of incorporating signing up for alert as part of the new hire employee onboarding process. To sign up for BOCOAlert visit: BOCOalert.org

Education & Outreach

Neighborhood Liaison:

Early in 2022, the City established a neighborhood liaison program whereby neighborhood leaders meet regularly with City staff. Staff are still meeting once a month with this group to assist with the questions and concerns from neighborhoods during the Marshall Fire rebuild process.

Neighborhood Preparedness Roundtable:

In 2023, the City of Louisville used the Neighborhood Liaison Program model to establish a neighborhood preparedness roundtable. The goal for this group is to open a two-way dialogue between neighborhood leaders and City staff around preparedness matters. As of February 2024, the group is still meeting once a month to discuss disaster preparedness. The group is working to create a workplan for priorities they want to tackle each month to increase community resilience.

Mitigation

Mitigation means developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.

Supporting Open Space Mitigation

The Recovery & Resilience Division works closely with Louisville's Parks, Recreation, and Open Space Department to support various projects. One example is supporting implementation of the Wildfire Hazard and Risk Assessment Report and associated mitigation initiatives including fire fuel mitigation such as trail and fence line fuel reduction, cattle grazing, goat grazing, and noxious weed management.

In spring 2023, Boulder County kicked off an update to the [Boulder Community Wildfire Protection Plan](#) (CWPP). The purpose of the CWPP is to reduce the greatest risks related to wildfire across Boulder County, unite mountain and plains communities in a collaborative effort to reduce the negative impacts of wildfire, ensure access and input to all communities in program development and implementation options, implement strategic fuels reduction projects to address grassland and forest landscapes with a focus on community protection and implement strategic forest restoration and fuels reduction to protect watersheds for ecosystem services and drinking water. The update process is anticipated to take approx. 12-18 months. The City and LFPD are participating in this effort and advocating for the grassland communities.

Mitigation projects proposed in the Louisville Wildfire Hazard and Risk Assessment Report were outlined in a spreadsheet that will be available in the Boulder County's CWPP Appendices.

Additional Resources/Grants

The Recovery & Resilience Division is collaborating with the State and to continue to apply for FEMA's Hazard Mitigation Grant Program (HMGP) for \$4.9 million to install and upgrade three generators at critical City facilities. This includes the Recreation & Senior Center, the Police Building and South Water Treatment Plant. Replacement or the addition generators at these sites will ensure that the City is able to maintain core services like water treatment/delivery, public safety operations and sheltering. Staff should know by Spring of 2024 if the grant is awarded.

The Recovery & Resilience Division is also working on a variety of grants which contribute to the important work the division is set out to complete. The following table outlines a current list of grants that the Division manages and has applied for.

Exhibit 8 – Summary of Grants Managed by Recovery & Resilience Division

Grant/Administered By	Status of Grant	Dollar Amount	Description
Colorado State Forest Service – Wildfire Mitigation	Awarded	\$290,000	Fuels reduction on City land and Mitigation Coordinator position
Colorado Department of Local Affairs	Awarded	\$90,000	Contributes to the Recovery & Resilience Manager position
FEMA - Hazard Mitigation Grant Program	Applied	\$4.9 million	Install and upgrade generators at critical City facilities
Urban Land Institute	Awarded	\$10,000	Contributes to capacity building for the R&R division.
Colorado State Forest Service - Wildfire Mitigation Outreach	Applied	\$37,400	Education around wildfire mitigation for private property owners

Next Steps

While City of Louisville has accomplished a lot, there is still a lot of work to do. The focal points can be summarized as follows:

- Continuing to provide assistance to Marshall Fire recovery efforts.
 - Managing an orderly and safe neighborhood rebuild process.
 - Monitoring building permit fee revenues versus expenditures.
- Continuing to establish the Recovery & Resilience Division
 - Implement 2024 Roadmap with project initiatives and priorities.
 - Collaborating with local and regional agencies to improve emergency response.
 - Promoting family preparedness planning and private property mitigation.
 - Increase engagement for Disaster Preparedness Education Series.
 - Working community groups to maintain communications, relationships, and effect positive change.
- Working to minimize the fiscal impact to the City
- Evaluating future budgets and emergency reserves

ATTACHMENT(S)

1. Emergency Improvement Plan
2. Recovery & Resilience Division Flyer
3. Terminology & Glossary
4. Presentation

STRATEGIC PLAN IMPACT:

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

2023 City of Louisville Workshop & Improvement Plan Summary Report

Project Dates: March 3, 2023 – June 5, 2023
Report Date: June 5, 2023

Completed by:

All Clear Emergency Management Group 3434 Edwards Mill Road, Suite 112-162
Raleigh, NC 27612
336-802-1800

Project Lead:

Name: Will Moorhead Title: President
Email: willm@allclearmg.com

2023 City of Louisville, CO Improvement Plan Summary Report

Project Summary

The City of Louisville, CO contracted with All Clear Emergency Management Group to review existing incident review documents and plans to gather Louisville-specific improvement items and evaluate the City's roles, responsibilities, capabilities and capacities around their emergency preparedness and response. All Clear created and distributed a survey to obtain and prioritize improvements from City staff. An in-person improvement planning workshop was conducted with City employees to help further identify improvements to draft an improvement plan from lessons learned from past incidents, including the Marshall Fire. The scope of this summary report includes the outline and development of the workshops, and the improvement plan.

Project Staff

Will Moorhead Jenny Schmitz Jake Peterson Kate Petrolina Alyson Angell

Project Deliverables

The All Clear team worked closely with the City of Louisville to develop and comply with the deliverables.

1. Project Management and Review of City Documentation
 - All Clear held a project kickoff call with the City of Louisville on March 3, 2023, to develop a project plan to ensure all deliverables and timelines were met.
 - All Clear completed a thorough review of documentation related to the Marshall Fire response and documentation provided by the City of Louisville.
2. Survey Development and Evaluation
 - All Clear held a survey review meeting with the City of Louisville's planning team on March 13, 2023 (survey review). In this meeting, All Clear worked with the City of Louisville to create an online survey that would capture details about priorities, identified strengths, areas of improvement, opportunities, and threats related to the City's role during and after the Marshall Fire.
 - On April 7, 2023, a workshop preparation meeting was held to further develop the content for in-person improvement planning workshops.
3. Conduct, Facilitation, and Evaluation of the Initial Survey and In-Person Workshop
 - On April 13, 2023, and April 14, 2023, All Clear facilitated and evaluated two two- hour in-person workshop sessions utilizing two All Clear facilitators. The workshops included reporting out the findings from the survey previously obtained and

assisting participants in clarifying concepts, building on improvement, and prioritizing mitigation strategies that had been identified. The workshop provided time for small work groups and organizing feedback into improvement categories.

- Using the evaluation information, All Clear has developed an Improvement Plan matrix and recommendations for the City of Louisville, highlighting areas for improvement, corrective actions, and recommendations for future projects.
4. Project Closeout
- As part of the project closeout for this project, the City of Louisville, CO was provided with a final version of the Improvement Plan matrix, a project summary report, and the final project invoice.

Top Priorities Identified and Recommendations for Future Projects

Based on the work during this project, All Clear has developed recommendations for future planning efforts and projects. After collecting the survey data and further discussion identified issues, the below are the top priorities identified. The full detail can be found in the Improvement Plan (attached).

1. Assessments to prioritize and update and/or create plans.
 - It is recommended that the City of Louisville conduct a Hazard Vulnerability Assessment (HVA) for the City of Louisville. It allows staff to identify the events or conditions that would interrupt normal operations while weighing the impact from the interruption against the preparedness in place. Additional documentation to consider includes any risk assessments developed by the county (THIRA, Hazard Mitigation Plan) to understand hazards for the county that may impact City operations.
 - Continuing development of a City of Louisville Emergency Operations Plan (EOP) would allow City employees and partners a guide for their role and responsibilities in an emergency. The EOP will outline the core group of individuals expected to convene to lead the City during an emergency and be a guide for how those individuals lead City functions toward a return to normal operations.
 - An EOP addresses how an organization will respond to an emergency, a Contingency Plan, or a Continuity of Operations/Government (COOP/COG) Plan helps to identify an organization's decision makers, daily essential functions, equipment, etc. that must continue during an emergency. The City of Louisville has a COOP outlined. The plan should be further developed and implemented through education and training.
 - A Communications Plan should be created or updated within the EOP and COOP. Phone numbers need to be updated and checked regularly for accuracy. Details should be included to clarify who composes messages, who approves messages, who disseminates messages, and the alternative process implemented when primary systems fail.
2. Hiring a Recovery Manager.

- a. Hiring a Recovery Manager was identified as high importance in both the survey and in the workshop. The job description is currently being drafted and the hiring process for the position has been initiated. The Recovery Manager will be advised by an internal Emergency Preparedness Committee to further develop and implement policies, plans, and procedures for emergencies.
3. Accessing needed resources or staff.
 - a. The Marshall Fire stressed the City of Louisville's capacity for resources and staffing. The City's available resources should be assessed, and a list of needs developed and prioritized. Equipment such as generators, maps, printers, etc. may be identified as necessary for mitigation of emergencies. The processes for resource tracking and budget allocation and procurement should be aligned with the resources. Additional staff during, and post- incident, are needed. Memorandums of Understanding/Agreements (MOUs/As) or Intergovernmental Agreements (IGAs) would provide options for back fill when City staff members are being pulled to other duties or may even supplement the disaster responsibilities of current staff members.
4. Training
 - a. Training was recommended in multiple areas. Assess the roles of staff during an emergency to determine which employees require basic or advanced ICS training. Cross-train staff members in the various roles they may fill during a disaster. Train all staff on the EOP, COOP, and Communications Plan so all staff are knowledgeable of the City's plans.
5. Exercising
 - a. Practicing the functions of the Emergency Operations Center (EOC) and the roles of the City staff supporting the EOC would build upon the capabilities of City employees and the City. This can be completed by simply practicing utilization of the ICS forms each role completes during a simulated emergency or running by conducting a tabletop exercise to test new and/or existing plans. Conducting short drills, such as mass notification drills, fire drills, or department drills, is also a great way to enhance preparedness.

The combination of the priorities listed above helps address another issue identified, creating a culture of preparedness without raising anxiety about emergencies. Increasing preparedness of staff members lessens potential for anxiety about emergencies. Preparedness provides some opportunity for an individual to have some level of control when disaster strikes. If staff are educated on the City's plans and if they are trained on and have exercised those plans, they will feel more in control and knowledgeable about addressing emergencies.

Improvement Plan

The Improvement Plan expands on the recommendations of these priorities and provides details about additional issues identified from the survey and the workshop. The Improvement Plan can be found as a separate document outside of this report. The IP serves as a guide for the City by identifying the issue to be addressed, tactics to address the issue, and establishing responsibility, priority, and due dates for the tactical work to be completed.

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Communications	Update and maintain internal and external contact lists (i.e. regional/state emergency contacts, partner agencies, etc). Ensure to update at least every six months and that these lists are easily accessible to who needs them. Virtual and paper versions are both recommended.	Planning	60 days	HR/CMO	In-progress		
	Formalize process for internal/city communication to all staff (phone tree, group text/mass notification, etc). Identify the department that will maintain the system and recipient contact information. Identify the individuals with permission to send messages through the system. Test the notification system/process on a regular basis. Consider requesting an action by recipients such as contacting their supervisor or completing a brief survey so that receipt of the message can be verified.	Planning, Exercise	60 days	HR/CMO	In-progress		
	Formalize process for external/community-wide communication. Identify the department that will maintain the system and recipient contact information. Identify the individuals with permission to send messages through the system. Assess the needs to use various languages for communication.	Planning, Exercise	6 months	CMO	In-progress		
	Ensure that the Crisis Communications Plan is updated and in a centralized location for anyone who needs it. Annual review and update is recommended.	Planning	60 days	CMO	In-progress		
	Conduct a city-wide communications assesement. Assess cell coverage in city buildings, recording areas with low coverage. Discuss options for addressing low coverage with cellular providers or the IT department.	Planning	6 months	CMO/Facilities	Not-Started		
Finance	Identify and write emergency financial purchasing processes/policies. These should Include: an explanation of who has authority to activate those processes, who has authority to utilize the process once activated, the activation process itself, a detailed process for tracking expenditures during an emergency, and the expectation of all personnel when tracking finances.	Planning	60 days	Finance	In-progress		
	Update City's procurement policy & train staff (supervisors and directors) on how to purchase and submit emergency expenditures.	Training	6 months	Finance/IT	In-progress		

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Employee Support	Identify processes and resources to support the physical and mental health of city personnel during an emergency. Determine the department that will be responsible for monitoring personnel well-being during an emergency. Identify resources for support such as a mental health provider who could provide services during an emergency activation.	Planning, Organization	6 months	HR/Police	In-progress		
	Determine the employment benefits available to city personnel during and after an emergency. Summarize those benefits so they can be disseminated as a reminder to staff when an event occurs.	Planning	60 days	HR	Not Started		
Governmental Relations	Engage with other cities to determine support/resources that could be provided/received during an emergency. Consider neighboring cities (or those within Boulder County) as well as cities that may be geographically separated from the event impacting Louisville. Include Boulder County Disaster Management in the discussions so that efforts for lending/receiving aid are, when appropriate, coordinated with the County/State. Develop IGAs with these other entities for staff support for critical city services/functions. These IGAs should be expanded to detail what will be paid, when and for what amounts. Identify the department responsible for updating the MOUs. Once IGAs are established, identify the department responsible for ensuring they are updated periodically (i.e. annually or every three years).	Planning	6 months	All departments	In-progress		
	Work with Boulder County EM to define and understand the role of the city in the County EOC and County EOP.	Planning	60 days	CMO/Police	In-progress		
Hazard Vulnerability Assessment (HVA)	Conduct a HVA for the city services. Ask staff about the events or conditions that may, in their opinion, interrupt normal operations. Once a list of events/conditions is created, solicit input from staff about strategies to mitigate the impact of those events/conditions. Consider and include vulnerabilities of the community (at risk populations, mobility challenges, etc).	Planning	1 year	CMO	In-progress		
	Update and expand the city-wide EOP to define the City's strategy for emergency response. Share the updated EOP with staff. Train all staff on the basic concepts of the plan. Provide more detailed training for staff who will serve in leadership roles during activation of the EOP (this includes leading functions or teams).	Planning, Training	6 months	CMO/Police	In-progress		

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Emergency Operations Plan (EOP)	Assess city staff functions and associated roles during an emergency. Define these by position, not by individual's name so that when people change roles or leave the organization the tasks remain with the role and are assigned to the newly hired individual. Determine what each position is expected to do during an emergency. Some roles may be assigned to a different department/function to maximize personnel and expertise or to ensure the most efficient use of personnel resources during an emergency. Include in City EOP and COOP.	Planning, Organization	6 months	All departments	In-progress		
	Create individual city facility/building/department emergency plans that align with the City's EOP or create annexes of this plan for the facility/building/departments. Ensure they are easy to use, standard but also customizable and accessible. These plans/annexes should define the response activities expected of each facility/building/department when normal operations are impacted. This would supplement the emergency response processes for each facility (bomb threat, active shooter, fire in the building, etc) These plans should include staffing plans/priorities with roles and redundancy plans to support staff impacted by the event or part of the response.	Planning	1 year	CMO/Facilities	In-progress		
	Conduct drills for specific elements of the emergency response and emergency operations plans. These drills/exercises could be conducted on a regular basis (i.e. quarterly) and involve a small or large number of employees. These may test communication processes, information gathering and dissemination, evacuation from an area with relocation supplies (go-kits). These were referred to as "15 min response drills" during the workshop.	Exercise	1 year	CMO/Police	In-progress		
Continuity of Operations Plan (COOP)/Continuity of Government (COG)	Update the COOP/COG for the city. This plan should be specific to the city and define essential functions and services, the role and expectations of the elected officials when the continuity plan is activated, identify a backup for each city department's essential personnel, identification of redundancies for systems, processes, devices, or equipment utilized to accomplish functions of the city, and include a section covering policies and processes for financial tracking for insurance purposes. This plan should be continual reviewed, updated and trained on. Develop plan annex for each department.	Planning	6 months	All departments	Not-Started		
Incident Command System/Structure (ICS)	Further define Public Information Officer (PIO) position, who the primary PIO is and alternates, process/procedures, etc.	Organization	60 days	CMO/Police	Not-Started		

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
	Once Incident Command positions are filled with primary and alternate staff for each position, these individuals who will be managing and supporting each ESF/City function within the EOC and under the EOP or COOP should be trained. Educate individuals about how to conduct their role, communication expectations, documentation, etc.	Training	6 months	All departments	Not-Started		
Hire an Emergency Manager for the City	Re-boot the long term recover team and transition the team to become the emergency management committee.	Organization	90 days	CMO	Completed		August 2023
Promote a Culture of Preparedness	In conjunction with city-wide training programs, promote preparedness among city employees. The intention is to ensure that employees ensure their team/function/department is prepared. Similarly, conducting outreach for residents to become more prepared, which reduces the needs of citizens during an emergency and helps shorten the recovery process. This all can be done in coordination with first responders and community organizations. These organizations may provide subject matter expertise, resources, or instruction.	Organization	1 year	HR/CMO	In-progress		
	Assess gaps in supplies and equipment. Once the prioritized list of supplies and equipment is created, identify the need for a cache of backup supplies, PPE, bottled water, and identify the need for storage space and create a tracking/managing process for the inventory. Any emergency cache of supplies should include a process to rotate stock, monitor expiration dates, and maintain an inventory list. Supplies and equipment purchased or allocated for emergency response and emergency management should have designated locations, only accessible by personnel responsible for managing or deploying the equipment.	Equipment, Planning	6 months	All departments	Not-Started		
	Assess city infrastructure/power/IT/generators/etc. Determine vulnerability of existing equipment/systems and identify that which are missing. Create a list of equipment that would mitigate the vulnerability of each element. Create a priority for purchasing. The location of equipment such as generators may be determined as the EOP and COOP are developed and critical infrastructure and essential services are identified.	Planning, Equipment	6 months	Facilities/IT/CMO	Not Started		

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Status	Start Date	Completion Date
Supplies and Equipment	Create a plan to continue operations if the city network is unavailable and include in the COOP. This plan should include ensuring how information will be sent, received, accessed, and stored and the communication elements to ensure users know when and how to transition to the backup and return to normal operations.	Planning	6 months	IT/CMO	Not Started		
	Identify primary and secondary contractors that can provide support to city services. For example, determine the emergency delivery process for fuel from the primary fuel supplier then identify an alternative supplier should the primary be unable to fill a request.	Planning	6 months	All departments	Not Started		
	Ensure that procurement is conducted in compliance with FEMA regulations. Create quick reference guides for key personnel who may have to urgently implement the procedures.	Equipment	60 days	Finance/CMO	Not Started		
	Create "Go Boxes" for departments including critical equipment. Have each department/function create and maintain a "go box". This box would be taken by anyone in the department during any type of evacuation or relocation. The box would facilitate that department's ability to stand up and conduct business from an alternate location.	Equipment	6 months	All departments	Not Started		
	Assess technology/equipment/etc. Determine vulnerability of existing systems/equipment and identify that which are missing. Create a list of equipment or actions that would mitigate the vulnerability of each element. Create a priority for purchasing, resources and/or training.	Equipment, Planning	6 months	All departments	Not Started		
Develop a training program for emergency response	Decide what staff (directors/division managers) needs basic training.	Training	6 months	Police/CMO	Not Started		
	Cross-train staff on what roles they would hold in an emergency.	Training	1 year	All departments	In-Progress		
	Add emergency response training to New Employee Orientation.	Training	6 months	HR	Completed		Jan. 2024
	Partner with federal, state and local resources to provide inter-agency training in all hazards.	Training	1 year	CMO	Completed		October 2023

Issue / Area for Improvement	Recommendation	POETE Element (Planning, Organization, Equipment, Organization, Exercise)	Timeline (Next 60 Days, 6 months or year)	Primary Responsible Department	Department POC	Start Date	Completion Date
Exercise	Use tabletop exercises/scenario-based exercises to test new and existing response plans.	Exercise	1 year	CMO/All departments	Completed		November 2023
Recovery	Recovery planning. Develop plans for managing recovery efforts in a coordinated manner. This includes plans for the city overall as well as developing and educating employees about department-specific plans or processes related to recovery. Train and exercise appropriate staff on the utilization of recovery forms/processes.	Planning, Organization, Training, Exercise	1 year	CMO	In-progress		

Recovery & Resilience Division

Our division is working to increase our community's resilience to all hazards and threats. We lead disaster preparedness and recovery efforts internally and externally.

Our Work



Preparedness

From community awareness and education to implementing recovery & disaster response plans, our R&R division is committed to preparing for all types of hazards. Some of our work includes:

- Continuity of Operations Planning
- Disaster Education Series
- Training and exercise (community & staff)



Mitigation

The R&R division is responsible for developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.

Some projects include:

- Trail and fence line fuel reduction
- Cattle grazing
- Wildfire Risk Assessment implementation support



Response

When a disaster occurs in the City of Louisville or in another jurisdiction, the Recovery & Resilience division is ready to jump in and support response operations.

Response support includes:

- Response communication strategies
- Activation of Department Operations Centers
- Recovery activation



Recovery

The R&R division is responsible for leading equitable response and recovery initiatives in disaster operations.

Recovery strategies include:

- Recovery Plan (internal & community)
- Marshall Fire Recovery
- Recovery Assistance Center

Resources

Emergency Alerts

- Visit BOCOAlert.org to sign up to receive emergency messages about imminent threats and hazards by text message, email, and/or on your cell, home or work phone.

Boulder County Office of Disaster Management

- ODM offers a variety of preparedness resources. Visit Boulderodm.gov/preparedness for information, trainings and workshops.

Marshall Fire Recovery

- For more information about Marshall Fire Recovery, please visit: LouisvilleCO.gov/MarshallFire

More Information!

- Resilient Louisville
LouisvilleCO.gov/ResilientLouisville

Contact us!

Kiana Freeman
Recovery and Resilience Manager
kfreeman@louisvilleco.gov

Natalea Cohen
Mitigation Coordinator
ncohen@louisvilleco.gov

Division
Recovery and Resilience

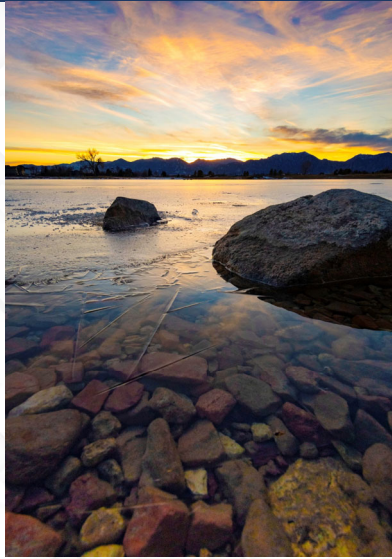
Recovery & Resilience Division Glossary

Acronym or Term	Meaning	Type	Definition
AAR	After Action Report	Report / Document	A document intended to capture observations of an exercise and make recommendations for post-exercise improvements.
AFN	Access & Functional Needs	Department	Individuals who may have additional needs before, during and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and maintain health (C-MIST).
CBCP	Certified Business Continuity Professional	Profession / Role	CBCPs are professionals that have demonstrated both knowledge and skill in the business continuity/disaster recovery industry.
CDPHE	CO Department of Public Health & Environment	Department	Principal department of the Colorado state government responsible for public health and environmental regulation.
COB	Close of Business	Administrative Language	The end of the working day or the business day.
COOP	Continuity of Operations Plan	Report / Document	The effort within individual agencies to ensure they can continue to perform their mission essential functions during a wide range of emergencies.
DOC	Department Operations Center	Facility	An operations or coordination center dedicated to a single, specific department or agency. A DOC focuses on internal agency incident management and response.
DOLA	Department of Local Affairs	Department	DOLA serves as the primary interface between the State and local communities. DOLA provides financial support to local communities and professional and technical services to community leaders in the areas of governance, housing, and property tax administration.

EM	Emergency Management	Department	Emergency management is the managerial function charged with creating the framework within which communities reduce vulnerability to threats/hazards and cope with disasters.
EOC	Emergency Operations Center	Facility	An EOC is a physical or virtual location from which leaders of a jurisdiction or organization coordinate information and resources to support incident management activities (on-scene operations).
EOD	End of Day	Administrative Language	A common term typically used in reference to a specific deadline: completing a task by the end of the day.
EOP	Emergency Operations Plan	Report / Document	A document that describes how a facility will respond to and recover from all hazards.
ERP	Emergency Response Plan	Report / Document	A set of written procedures for dealing with emergencies that minimize the impact of the event and facilitate recovery from the event.
ESF	Emergency Support Functions	Disaster Group / Function	Provide the structure for coordinating Federal interagency support for a Federal response to an incident.
ICS	Incident Command System	Disaster Group / Function	A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.
IGA	Intergovernmental agreement	Document	Any agreement that involves or is made between two or more governments in cooperation to solve problems of mutual concern.
IRT	Incident Response Team	Profession / Role	A group of people who prepare for and respond to an emergency, such as a natural disaster or an interruption of business operations
LTR	Long Term Recovery	Disaster Group / Function	A cooperative body that is made up of representatives from faith-based, non-profit, government, business and other organizations working within a community to assist individuals and families as they recover from disaster
OOO	Out of Office	Administrative Language	Used as a notification to colleagues or clients when an employee is on vacation, out sick, or away from the office for another reason, and cannot be reached

PIO	Public Information Office	Department	Location to coordinate all external communication between the City and citizens. The PIO is responsible for news releases, social media, community outreach, and general information management.
RSF	Recovery Support Function	Disaster Group / Function	The coordinating structure for key areas of recovery assistance. There are six RSFs including infrastructure systems, economic, natural & cultural resources, health and social services, community assistance, and housing.
VOAD	Volunteer Organizations Active in Disasters	Department	A combination of faith-based, community-based, and other nonprofit, nongovernmental organizations (NGOs) that work to mitigate and alleviate the impact of disasters.
Preparedness		Function	Building and sustaining the capabilities that are necessary to deal with great risks.
Mitigation		Function	The capabilities necessary to reduce loss of life and property by lessening the impact of disasters.
Response		Function	The capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.
Recovery		Function	The capabilities necessary to assist communities affected by an incident to recover effectively.
Resilience		Goal	The capacity of individuals, communities, businesses, institutions, and governments to adapt to changing conditions and to prepare for, withstand, and rapidly recover from disruptions to everyday life, such as hazard events.
Hazard		Term	A condition with the potential for harm to the community or environment
Threat		Term	Any indication, circumstance, or event with the potential to cause loss of, or damage to an asset
Risk		Term	Risk is defined as a function of the nature and magnitude of a threat, the vulnerabilities to that threat, and the consequences that could result.

Incident		Term	An occurrence, natural or manmade, that necessitates a response to protect life or property.
Disaster		Term	An event in which a community undergoes severe danger and incurs, or is threatened to incur, such losses to persons and/or property that the resources available within the community are severely taxed.
Emergency		Term	An unexpected event which places life and/or property in danger and requires an immediate response through the use of routine community resources and procedures.



Marshall Fire Update

April 16, 2024



1

Marshall Fire Recovery



2

3/19/2024

Marshall Fire Rebuilding Status

Community Development/Planning

Homes Lost	549
Certificates of Occupancy	160
Under Construction	235
Permits Under Review	19
Remaining Lots Not In Process or Completed	135

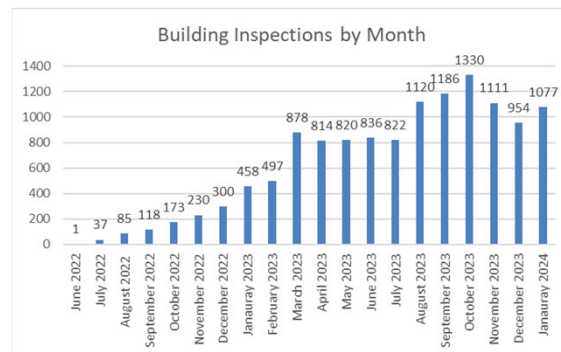
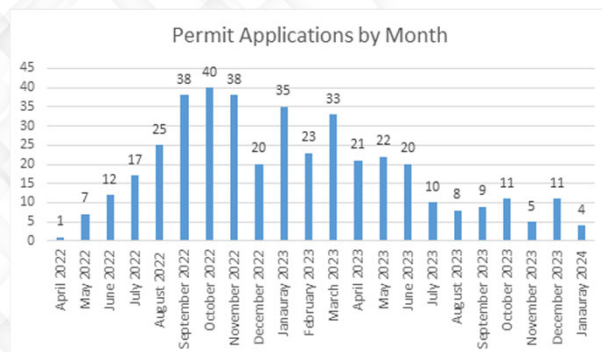
- City Use Tax Credit Requests = 385
- City Use Tax Credits Issued = \$5,539,120
- City Use Tax Revenue = \$1,159,970
- City Permit Fee Revenue = \$4,045,143

Home Certification Standard	Rebuilding Homeowner Incentive	New Homeowner Incentive	Louisville Participants
2021 International Energy Conservation Code	\$7,500	\$0	28
Energy Star v3.2	\$10,000	\$1,200	15
Zero Energy Ready Home v2	\$12,500	\$2,500	28
Energy Star + NextGen	\$17,500	\$5,000	42
Passive House (PHI/PHIUS)	\$37,500	\$15,000	4
TOTAL Participants			117

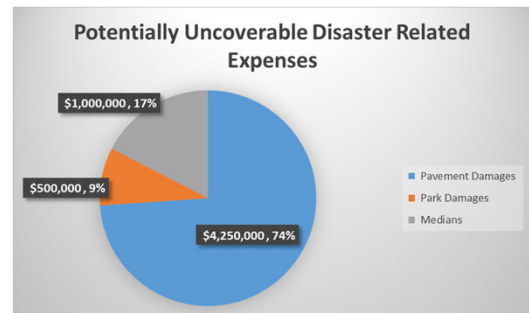
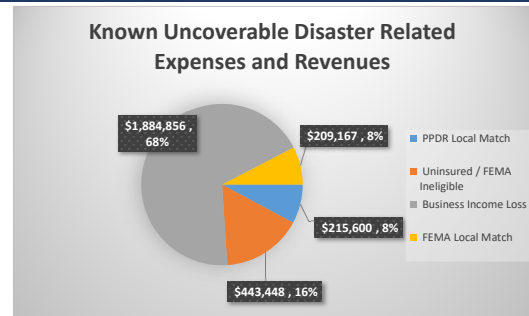
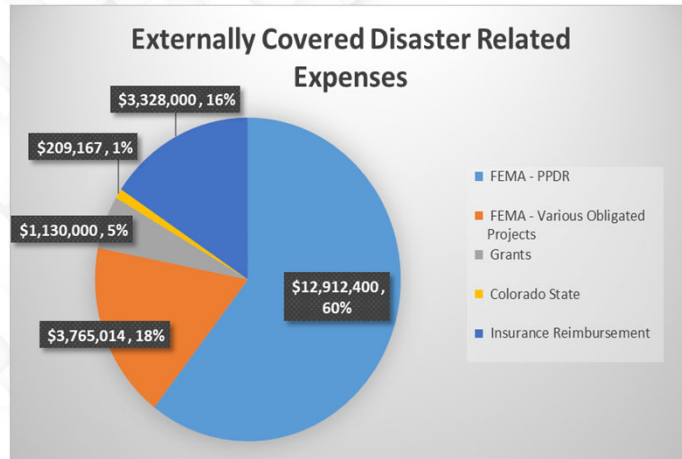


Marshall Fire Rebuilding Status

Community Development/Planning



Financial Condition



Marshall Fire Recovery Update

Public Works

City Repairs

- Continuing to monitor streets and sidewalks in burn areas as construction progresses
- Emergency patching and pothole repairs
- FEMA obligated money for fire damage and Public Property Debris Removal (PPDR) incidental damages
- FEMA denied covering cost of damages related to rebuilding after PPDR was completed (staff continuing to appeal decision)

Open Space and Parks

Open Space

- Completed repair to all amenities damaged in the Marshall Fire
 - Includes repairs to fencing, gates, retaining walls, and trails damaged by wind impacts

Parks

- Continuously worked on landscape replacements throughout the fire areas
- In 2024 will continue replacing trees and landscape plantings throughout the affected area focusing on the community entrances that were affected

Community Engagement Museum

- Louisville Historical Museum and Dr. Kate Goldfarb (CU Boulder Anthropology Department)
- Marshall Fire Story Project (MFSP)
 - Community members can share and preserve Marshall Fire stories
 - Housed at museum and accessed by community and researches
 - Collected 31 oral histories and 43 written stories



Preparedness & Resilience

Safety and Security Status

Louisville Police Department

- Continuing to monitor activity in fire rebuild areas
 - Focused patrols and visibility
 - Crime Prevention Through Environmental Design (CPTED) education
- Thefts and construction site burglaries in fire impacted areas decreased by approx. 74% (June 2023–December 2023)

Louisville Fire Protection District

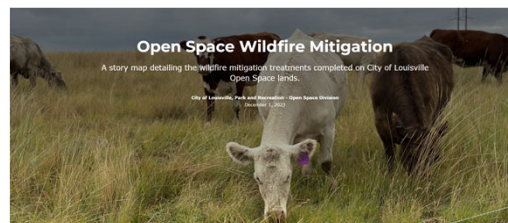
- Implemented new response protocols for wildfires
 - Join effort with all Fire Departments/Districts in Boulder County along with Boulder County Sheriff's Office
- Participating in several work groups focused on recommendations, plans, and responses to urban interface wildfires



9

Open Space Mitigation

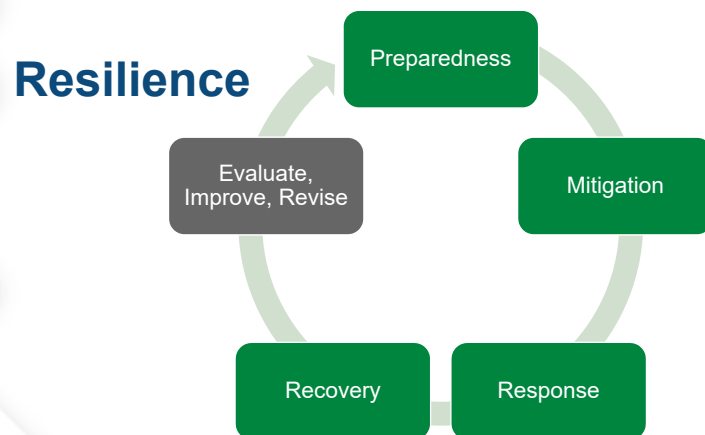
- Lynker Corporation and The Ember Alliance
 - Wildfire Hazard and Risk Assessment Report (WRA)
- Reducing fuels based on WRA
 - Perimeter mowing, trail corridor mowing, cattle and goat grazing, noxious weed control, removal of woody fuels
- 2024 partnering with organizations, local agencies, and experts
 - Natural Resource Conservation Services (NRCS), Bird Conservancy of the Rockies, Longmont and Boulder Valley Conservation District



10

Recovery & Resilience Overview

Disaster Management is a cycle that builds resilience.



Preparedness & Mitigation

Preparedness



Providing community awareness/education and implementing recovery and disaster response plans.

- Training & Exercise
- Community Preparedness
- Plan Development
- Emergency Notifications
- Education and Outreach

Mitigation



Developing and implementing strategies to reduce risks from threats while considering community vulnerabilities and values.

- Open Space mitigation support
 - Implementation of WRA
- Boulder County Community Wildfire Protection Plan (CWPP)

Response & Recovery

Response



When a disaster occurs in the City of Louisville or another jurisdiction, supporting response operations.

- Response Communication Support
- Activation of Department Operations Center (DOC)
- Recovery Activation
- Partner Support - Emergency Operations Center (EOC)

Recovery



Aiding the community in equitable response and recovery initiatives in the case of a disaster. We believe recovery begins minute zero of a disaster.

- Marshall Fire Recovery
- Recovery Plan (internal and community)
- Staff & Employee Recovery Support

Next Steps

Questions?

**SUBJECT: DISCUSSION/DIRECTION - ROCKY MOUNTAIN MUNICIPAL
AIRPORT COMMUNITY NOISE ROUNDTABLE**

DATE: APRIL 16, 2024

PRESENTED BY: SAMMA FOX, DEPUTY CITY MANAGER

SUMMARY:

The Rocky Mountain Municipal Airport (RMMA) Community Noise Round Table (CNR) has been meeting since 2021 with the purpose and powers, as identified in the intergovernmental agreement (IGA):

Purpose

- The RMMA CNR Seeks to:
 - Identify the dimension of noise issues, discover possible mitigation actions, find opportunities for implementation of mitigation measures, and evaluate the effectiveness of the mitigation measures;
 - Share up-to-date data in order to identify potential voluntary noise reduction opportunities;
 - Identify potential operational changes to the Airport that would require federal approval;
 - Build consensus around recommendations for noise reduction measures, whether voluntary or mandatory (understanding that mandatory measures require FAA approval);
 - Review available data regarding noise reduction measures; and
 - Review Airport development plans, operational changes and surrounding community development plans for associated noise impacts.

Powers

- The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members

Membership includes the cities of Arvada, Lafayette, Louisville, and Westminster, the Town of Superior, the counties of Boulder and Jefferson, and the city and county of Broomfield.

Per the IGA, members may withdraw from the RMMA CNR with a 30-day written notice and the IGA may be terminated by the approval of a majority of members of the IGA or in the event there are four or fewer members remaining.

Council is being asked to discuss future participation in the RMMA CNR and provide direction to the RMMA CNR Liaison, Council Member Fahey.

BACKGROUND:

In 2019, before the formation of the RMMA CNR, Louisville joined with Superior in a Noise Mitigation Project ([Final Report - Recommendations Cover FINAL \(jeffco.us\)](#)) to help identify solutions to the impact of aircraft noise attributes to the RMMA. One of the recommendations of this study was to form a roundtable. This work also generated a flight path map ([Louisville-generated-flight-tracks-PDF \(jeffco.us\)](#)) and a story map ([Untitled story \(arcgis.com\)](#)) illustrating the impacts.

In 2020, Louisville approved an IGA to participate in the RMMA CNR and in 2021 the RMMA CNR began meeting.

The 2024 Council Work Plan identifies participation in the RMMA CNR as an ongoing effort or airport impact mitigation. Louisville City Council's have had a number of discussions and updates on this item in the past, which are linked below.

Prior Council Discussions

- [May 14, 2019 - Update – Rocky Mountain Metropolitan Airport Consultant](#)
- [December 3, 2019 - Discussion/Direction – Rocky Mountain Metropolitan Airport Noise Mitigation Contract Extension and Future Planning](#)
- [February 4, 2020 - Discussion/Direction/Action – Airport Noise Mitigation Update & Consultant Contract for Phase II](#)
- [October 20, 2020 - Resolution no. 82, Series 2020 – A Resolution Approving an Intergovernmental Agreement Establishing the Rocky Mountain Metropolitan Airport Community Noise Roundtable](#)
- [March 2, 2021 - Update – Rocky Mountain Metropolitan Airport Noise](#)

Additional information can be found at the RMMA CNR website ([Community Noise Roundtable | Jefferson County, CO \(jeffco.us\)](#)).

FISCAL IMPACT

RMMA CNR Annual Dues are \$3,600

PROGRAM/SUB-PROGRAM IMPACT:

One of the objectives of the Public Information & Involvement Sub-Program is giving residents the opportunity to get involved and influence decision-making. This item incorporates resident input and develops solutions to address concerns regarding airport noise. It also incorporates a collaborative approach with a regional partner to address an issue of mutual interest.

RECOMMENDATION

Staff recommends council discuss and determine interest in continued participation with the RMMA CNR by direction the council liaison to take one of the following actions at the next RMMA CNR meeting: voice support and vote to continue participation, withdraw, or abstain.

SUBJECT: RMMA UPDATE

DATE: APRIL 16, 2024

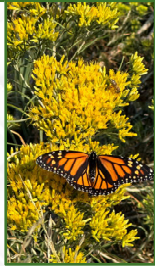
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ATTACHMENT(S):

1. Presentation

STRATEGIC PLAN IMPACT:

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



Discussion/Direction

Rocky Mountain Municipal Airport Community Noise Roundtable

4/16/2024

Samma Fox, Deputy City Manager
Council Member Deborah Fahey, RMMA CNR Liaison



Agenda

- Staff
 - RMMA CNR Background
- RMMA CNR Liaison Council Member Fahey
 - Update on the RMMA CNR
 - Discussion



4/19/2023

RMMA CNR

- Louisville & Superior Partner on a Noise Mitigation Project
- The Rocky Mountain Metropolitan Airport – Community Noise Roundtable (RMMA CNR) was established in late 2020
- The RMMA CNR has been meeting since 2021
 - 2024 Dues = \$3,600

Purpose & Powers of the CNR

Purpose

- The RMMA CNR Seeks to:
 - Identify the dimension of noise issues, discover possible mitigation actions, find opportunities for implementation of mitigation measures, and evaluate the effectiveness of the mitigation measures;
 - Share up-to-date data in order to identify potential voluntary noise reduction opportunities;
 - Identify potential operational changes to the Airport that would require federal approval;
 - Build consensus around recommendations for noise reduction measures, whether voluntary or mandatory (understanding that mandatory measures require FAA approval);
 - Review available data regarding noise reduction measures; and
 - Review Airport development plans, operational changes and surrounding community development plans for associated noise impacts.

Powers

- The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members.

Members of the CNR

- City of Arvada
- Boulder County – Announced intent to withdraw
- City and County of Broomfield – Submitted withdrawal
- Jefferson County
- City of Lafayette
- City of Louisville
- Town of Superior
- City of Westminster

Termination of the CNR

- Members may withdraw with 30 days written notice
- Termination
 - By approval of a majority of the members to the IGA
 - In the event there are four or fewer members remaining

Discussion/Direction

- Led by Council Member Fahey, RMMA CNR Liaison
- Louisville could vote to:
 - Stay In
 - Withdraw
 - Direct the Louisville RMMA CNR Liaison to Abstain

SUBJECT: **ORDINANCE NO. 1871, SERIES 2024 – AN ORDINANCE
AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL
CODE REGARDING PUBLIC ART – 2nd READING, PUBLIC
HEARING (advertised *Daily Camera* 4/7/24)**

DATE: **APRIL 16, 2024**

PRESENTED BY: **SHARON NEMECHEK, DIRECTOR OF CULTURAL SERVICES**

SUMMARY:

City staff is recommending amendments to Chapter 14.20 of the Louisville Municipal Code, which addresses the City’s acquisition and installation of public art. The amendments clarify the roles of the Louisville Cultural Advisory Board (“Cultural Board”) and the Arts and Events Program Manager (“Program Manager”) with respect to public art and expedite the formerly lengthy process. Changes include the following:

- Updates the definition of “work of art” to add additional types and mediums of art.
- Authorizes the Program Manager to assemble and consult with juries of community members on proposed art.
- The Cultural Board is responsible for recommending whether to approve public art for installation and display.
- The Project Manager issues a final written decision on whether to approve a work of art for installation and display in the public place. A copy of the decision will be published on the City’s website and forwarded to City Council.

The following provisions in Chapter 14.20 are not being amended and will stay the same:

- Prior to the installation of art in a public place, notice shall be posted at the proposed location.
- The Cultural Board will hold a public meeting at which it will receive public comment and make a recommendation on the proposed work.
- City Council has 45 days to “call-up” and review the Program Manager’s decision, such review will occur at a subsequent Council meeting.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1871, Series 2024.

ATTACHMENT(S):

1. Ordinance No. 1871, Series 2024, An Ordinance Amending Chapter 14.20 of the Louisville Municipal Code Regarding Public Art

SUBJECT: ORDINANCE NO. 1871, SERIES 2024

DATE: APRIL 16, 2024

PAGE 2 OF 2

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1871
SERIES 2024**

**AN ORDINANCE AMENDING CHAPTER 14.20 OF THE LOUISVILLE MUNICIPAL
CODE REGARDING PUBLIC ART**

WHEREAS, City Council previously adopted Chapter 14.20 of the Louisville Municipal Code, which establishes factors to guide the City's acquisition of art and its placement on public property and in public buildings within the City; and

WHEREAS, City Council has determined that certain changes to the acquisition process are appropriate.

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

Section 1. Sections 14.20.020 through 14.20.080 of the Louisville Municipal Code are hereby amended as follows (words to be added are underlined; words deleted are ~~stricken~~):

Sec. 14.20.020. Definitions.

For purposes of this Chapter, the following words or phrases shall have the following meanings:

Cultural Board ~~council~~ means the Louisville Cultural Advisory Board.

Program Manager means the City's Arts and Events Program Manager or designee.

Work of art means and includes, but is not limited to, a sculpture, monument, mural, fresco, relief, painting, mosaic, ceramic, weaving, carving, and graphic arts, photography, mixed media, earth works, light or luminal art, sound art, portable art, and works in clay, fiber, textiles, wood, metal, plastics, stained glass and other materials.

Sec. 14.20.030. Administration.

The Program Manager ~~Cultural Council~~ shall administer the provisions of this Chapter relating to the acquisition, placement and display of works of art.

Sec. 14.20.040. Public art policy ~~Guidelines~~.

The Cultural Board ~~Council~~ shall adopt a public art policy ~~guidelines~~:

- A. To prescribe procedures for the selection, acquisition or loan and display of works of art in public places;
- B. To select public sites suitable for the display of works of art;
- C. To facilitate the preservation, maintenance and conservation of works of art that may be displayed in public places;
- D. To prescribe procedures for the removal, relocation and de-accession of works of art previously acquired; and
- E. To set forth any other matter appropriate for the administration of this Chapter.

Sec. 14.20.050. Approval process.

A. Prior to referring a work of art to the Cultural Board, the Program Manager ~~Cultural Council~~ shall evaluate works of art proposed for donation or purchase in accordance with the selection and display factors set forth in section 14.20.060 this chapter. As part of the evaluation process, the Program Manager may assemble a jury of community members to evaluate the work.

B. Prior to proceeding with the installation of a work of art proposed for display in a public place, the Program Manager ~~Cultural Council~~ shall post notice at the proposed location in accordance with section 14.20.080 of this chapter.

C. The Cultural Board ~~Council~~ shall ~~vote~~ advise on whether to approve the work of art for installation and display in the public place. The Program Manager shall issue a final written decision on whether to approve a work of art for installation and display in the public place. All decisions by the Program Manager ~~Cultural Council~~ as to placement of works of art shall be considered final unless the City Council within 45 days of the decision chooses to review the decision, which review shall occur at a subsequent City Council meeting.

D. Once the placement of a work of art has been approved, and the decision of approval considered final, the Program Manager ~~Cultural Council~~ may proceed with the purchase or acceptance of the work of art in accordance with the public art policy guidelines adopted pursuant to section 14.20.040 of this chapter.

Sec. 14.20.060. Selection and display factors.

The Cultural ~~Board Council~~ and Program Manager shall consider the following factors, as applicable, in evaluating and selecting works of art for display in public places:

- A. Conceptual compatibility of the design with the immediate environment of the site;
- B. Appropriateness of the design to the function of the site;
- C. Compatibility of the design and location with a unified design character or historical character of the site;
- D. Preservation and integration of natural features for the project;
- E. Appropriateness of the materials, textures, colors and design to the expression of the design concept;
- F. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a diversity of thought and expression and a variety of subjects, styles, designs and media throughout the community;
- G. Appropriateness of the work of art for observation by people all ages; and
- H. Other selection matters and values as established by the ~~Cultural Council's public art policy adopted pursuant to section 14.20.040 of this chapter.~~ written guidelines.

Sec. 14.20.070. Display of art in public places.

A. Works of art selected pursuant to the provisions of this Chapter may be placed in, on or about any public place. Works of art owned by the City may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed appropriate by the Program Manager ~~Cultural Council~~. Works of art that are privately owned or owned by other public entities may be loaned to the City for display upon such terms and conditions as deemed appropriate by the Program Manager ~~Cultural Council~~.

B. All works of art in public places shall receive the prior review and approval of the Program Manager ~~Cultural Council~~, unless otherwise provided in this chapter. None shall be removed, altered or changed without the prior review and approval of the Program Manager ~~Cultural Council~~, except for works of art on loan to the City, which shall be removed at the end of the loan period and returned to the owner, and except where

removal, alteration or change is necessary to alleviate a public safety concern.

C. Installation, maintenance, alteration, refinishing and moving of works of art in public places shall be done in consultation with the artist whenever feasible, and in accordance with the guidelines established by the Cultural ~~Board Council~~.

D. The City Manager or the City Manager's designee shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and the names of architects whenever feasible. The City Manager or the City Manager's designee shall attempt to give appropriate recognition to the artists and publicity and promotion regarding art in public places.

Sec. 14.20.080. Public notice - ~~cultural council~~ program manager action - city council review.

A. Prior to proceeding with the installation of a work of art proposed for display in a public place, the Program Manager ~~Cultural Council~~ shall post notice at the proposed location, which notice shall contain the following information:

1. The date of posting;
2. A description, photograph or drawing of the work of art to be installed, including but not limited to its size and subject matter;
3. A description, photograph or drawing of the proposed display site;
4. A statement that members of the public may submit written comments, and contact information for delivery of the written comments; and
5. The date, time and location of the Cultural ~~Board Council~~ meeting at which the Cultural ~~Board Council~~ will receive public comment and make a recommendation ~~take action~~ on the proposed installation.
6. The Program Manager shall issue a final written decision on whether to approve a work of art for installation and display in the public place. A copy of the decision shall be published on the City's website and shall be forwarded to City Council.

B. All decisions by the Program Manager ~~Cultural Council~~ as to placement of works of art shall be considered final unless the City Council within 45 days of the decision chooses to review the decision, which review shall occur at a subsequent City Council meeting.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 2nd day of April, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 16th day of April, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

**SUBJECT: ORDINANCE NO. 1872, SERIES 2024 – AN ORDINANCE
AMENDING CHAPTER 2.17 OF THE LOUISVILLE MUNICIPAL
CODE**

DATE: APRIL 16, 2024

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

In 2023, the Colorado Legislature passed HB 1245 which made changes to the requirements under the Fair Campaign Practices Act for Municipal Elections. The changes took place on January 1 of this year and include the following:

- Established contribution limits for municipal office:
 - maximum of \$400 in aggregate contributions from an individual to any one City Council candidate;
 - maximum of \$4000 in aggregate from a small donor committee to any one City Council candidate
- Established new filing dates for campaign finance disclosure reports
- Changed the retention requirements for campaign finance reports from one year to ten years
- Requires municipalities to post campaign finance reports on their websites

As a home rule municipality, the City has the option of adopting its own fair campaign election regulations. Staff has concerns about the updated filing dates and retention requirements in the new regulations. The City Council discussed these changes in January and directed staff to bring back an ordinance for consideration that would create campaign finance rules specific to Louisville.

If approved, this ordinance amends the local campaign finance rules in the following ways:

Reporting Deadlines

The ordinance would establish reporting deadlines for campaign finance disclosures that are specific to Louisville. These deadlines will require reporting three times prior to election day, once after the election, and annually thereafter for any campaign committee that does not terminate following the election.

Retention of Campaign Finance Reports

The ordinance would establish a two-year retention length for campaign finance reports from candidates who are not elected and for those candidates that are elected reports

would be kept for two years after the candidate leaves office.

Duties of the City Clerk

The ordinance would codify existing practices of the City Clerk as it relates to campaign finance reporting including:

- Retaining copies of campaign finance reports as required above
- Posting campaign finance reports on the website for public viewing
- Notifying candidates of any failure to submit campaign reports. (Once that notice is done the onus is on the candidate to make sure they submit requisite reports.)
- Clarifying that the Clerk is not required to verify the accuracy of information in reports.

Nothing in this ordinance changes the existing process for how the City Clerk handles third party complaints related to campaign finance reporting.

Municipal Campaign Contribution Limits

The ordinance would establish campaign finance donation limits for those running for municipal office. Staff has not included a specific donation limit in the ordinance, but rather has left that blank for the City Council to determine.

As noted above, the State limits are:

- maximum of \$400 in aggregate contributions from an individual to any one City Council candidate
- maximum of \$4000 in aggregate from a small donor committee to any one City Council candidate

And for reference here is what some other municipalities use:

- Boulder: \$100 per candidate
- Broomfield: \$2,500 for Mayor, \$1,250 for Councilmembers
- Golden: \$1,000 for Mayor, \$500 for Councilmembers from any district, and \$250 for Councilmembers from any ward
- Longmont: \$290 per candidate (adjusted for inflation every two years)

On second reading on May 7 the City Council will have to determine what limits, if any, it would like to include in the ordinance.

FISCAL IMPACT:

None at this time unless the City Council chooses to change any process that would require additional staff time.

RECOMMENDATION:

Approve the ordinance on first reading and set the public hearing for May 7, 2024.

ATTACHMENT(S):

1. Ordinance

STRATEGIC PLAN IMPACT:

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

**ORDINANCE NO. 1872
SERIES 2024**

**AN ORDINANCE AMENDING CHAPTER 2.17 OF THE LOUISVILLE CONCERNING
MUNICIPAL CAMPAIGN FINANCE REGULATIONS**

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, the City Council previously adopted Chapter 2.17 of the Louisville Municipal Code, which explicitly adopted the provisions of Article XXVIII of the Colorado Constitution, entitled Campaign and Political Finance, and C.R.S. Title 1, Article 45, entitled the Fair Campaign Practices Act ("FCPA"); and

WHEREAS, pursuant to its home rule authority and State law, including C.R.S. § 1-45-116, the City may adopt local campaign finance rules that supersede the FCPA; and

WHEREAS, City Council finds it to be in the best interest of the City to adopt certain amendments to the FCPA as provided herein.

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

Section 1. Chapter 2.17 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

**Chapter 2.17
Municipal Campaign Finance**

- Sec. 2.17.010. Definitions
- Sec. 2.17.020. Applicable law for campaign finance in City elections
- Sec. 2.17.030 Reporting deadlines for campaign finance disclosures
- Sec. 2.17.040 Municipal campaign contribution limits
- Sec. 2.17.050 Duties of City Clerk
- Sec. 2.17.03~~60~~ Third party complaints
- Sec. 2.17.04~~70~~ Enforcement by City Clerk
- Sec. 2.17.05~~80~~ Rules and regulations

Sec. 2.17.010. Definitions.

For the purposes of this Chapter the following terms, phrases, words, and their derivatives shall have the meanings given in this section:

Article XXVIII shall mean Article XXVIII of the Colorado Constitution, entitled Campaign and Political Finance, as amended from time to time.

Candidate shall mean any person who seeks nomination or election to the office of City Council at any election. A person is a candidate if the person has filed a nominating petition with the City Clerk for the office of City Council. Candidate shall also mean any elected official who is the subject of recall proceedings pursuant to the City Charter.

City Clerk shall mean the City Clerk of the City of Louisville or that person's designee.

FCPA shall mean the Fair Campaign Practices Act, C.R.S. Section 1-45-101, et seq., as amended from time to time.

Sec. 2.17.020. Applicable law for campaign finance in City elections.

Article XXVIII and the FCPA shall apply to and govern all City elections except to the extent that a direct and irreconcilable conflict with the provisions of this Chapter exists, in which case the provisions of this Chapter shall prevail.

Sec. 2.17.030. Reporting deadlines for campaign finance disclosures.

The reports required by C.R.S. § 1-45-108 shall be filed with the City Clerk on the fiftieth (50th) and twenty-fifth (25th) days prior to the City election; the Friday before the City election; thirty (30) days after the City election; and on each December 1 until the committee files a termination report with the City Clerk. If the reporting day is on a weekend or a legal holiday, the report shall be filed by the close of the next business day.

Sec. 2.17.040. Municipal campaign contribution limits.

A. No person or political committee shall make aggregate contributions of more than \$ _____ to any one candidate committee during an election cycle.

B. No small donor committee shall make contributions of more than \$ _____ to any one candidate committee during an election cycle.

C. No candidate committee shall accept any contributions from any person, political committee or small donor committee that have an aggregate amount or value in excess of the amounts listed in Subsections A or B. Any contribution or portion thereof that exceeds the limits in Subsections A or B shall be returned to the contributor within seventy-two hours of receipt.

D. The limits imposed in this Section shall not apply to contribution of a candidate's personal funds to the candidate's own campaign.

Sec. 2.17.050. Duties of the City Clerk.

The City Clerk shall:

A. Develop a filing and indexing system consistent with the purposes of the FCPA and this Chapter.

B. Keep a copy of any report or statement required to be filed by the FCPA and this Chapter for a period of two years from the date of filing. In the case of candidates who were elected, each such candidate's reports and filings shall be kept until two years after the candidate leaves office.

C. Make reports and statements required to be filed under the FCPA and this Chapter publicly available on the City's website or for in-person public inspection. The City Clerk may charge applicable copying and research and retrieval fees when such reports are requested through an open records request.

D. Upon request by the Secretary of State or in response to any order issued by a court of competent jurisdiction, transmit records and statements filed under the FCPA and this Chapter to the Secretary of State or as otherwise directed by court order.

E. Notify any candidate who has failed, or whose candidate committee has failed, to fully comply with the provisions of this Chapter. The City Clerk's notification obligations shall be deemed fulfilled if the City Clerk sends written notice to the candidate's designated e-mail address or mailing address.

E. Process complaints of apparent or possible violations of Article XXVIII, the FCPA or this Chapter according to Section 2.17.060 of this Code.

G. The City Clerk shall not be required to verify the accuracy of any information contained in reports filed pursuant to the FCPA and this Chapter.

Sec. 2.17.030 060. Third party complaints.

A. Any person who believes a violation of Article XXVIII, ~~or~~ the FCPA ~~or~~ this Chapter has occurred related to a City election may file a written complaint with the City Clerk.

B. Complaints must be filed no later than ninety (90) calendar days after the complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.

C. A written complaint filed with the City Clerk shall include the following information:

1. The name, address, e-mail address, telephone number and signature of the complainant (if the complainant is represented by counsel, include the counsel's name, address, e-mail address, telephone number and signature).

2. The name and, if known, the telephone number and address of the person alleged to have committed a violation (the "respondent").

3. The particulars of the violation and any available documentation or evidence supporting the allegation.

D. If an incomplete complaint is received, the date on which the originally filed complaint was received is considered the filed date if a complete copy is received within three (3) business days of notification from the City Clerk that the complaint was incomplete.

E. If the City Clerk determines that the complaint was not timely filed, has not specifically identified a violation of Article XXVIII, ~~or~~ the FCPA or this Chapter, or that the complainant did not assert facts or provide information sufficient to support the alleged violations, the City Clerk will dismiss the complaint and notify the complainant and respondent of the reasons for dismissal. The City Clerk's dismissal is a final decision, and subject to review under Rule 106 of the Colorado Rules of Civil Procedure.

F. If the complaint is not dismissed pursuant to Subsection E, the City Clerk shall issue notice to the respondent by personal service, regular mail or electronic mail. The notice of violation shall:

1. Cite the section or sections of Article XXVIII, ~~or~~ the FCPA or this Chapter the person allegedly violated and a general description of the violation.

2. Allow seven (7) business days for the correction of the violation or submission of a written statement explaining the reason that supports a conclusion that a violation was not committed.

3. Set forth the applicable civil fine for each violation, except that no such fine shall be due or payable if the person cures the violation within seven (7) business days of the date of the notice of violation.

4. Allow fourteen (14) business days for submission of a written request for an informal hearing before a hearing officer.

G. In the event the violation cannot be cured by complying with the reporting requirements in Article XXVIII, ~~or~~ the FCPA or this Chapter, the person shall propose an alternative resolution to cure the violation to the City Clerk. The

City Clerk shall have the discretion to accept, recommend an alternative, or decline the proposed alternative resolution. Acceptance of an alternative resolution by the City Clerk is deemed to be a cure of the violation if made within seven (7) business days of the date of the notice of violation.

H. If the person fails to cure or otherwise remedy the violation, the person shall within fourteen (14) days of the date of the notice of violation either pay the fine or contest the violation by submitting to the City Clerk a written request for hearing.

I. Upon timely receipt of a written request for a hearing, the City Clerk shall forward the request to a hearing officer to hear and determine the complaint.

J. An informal hearing shall be scheduled as soon as practicable but, unless an enlargement of time is granted, the hearing shall be held within thirty (30) days of the referral of the complaint to the hearing officer. Upon written motion, the hearing officer may grant the respondent a continuance upon a showing of good cause.

K. Notice of the hearing and any applicable rules governing the hearing process shall be sent to the complainant and to the respondent, who shall also receive a copy of the entire complaint received by the City Clerk within two (2) business days of the date of the referral to the hearing office.

L. Upon the request of either party, the hearing officer may issue an administrative subpoena requiring the attendance of a witness or party in relation to an alleged campaign finance violation, which shall be served on the party to whom it is directed by the requesting party pursuant to Rule 4 of the Colorado Rules of Civil Procedure. It shall be unlawful for a witness or party to fail to comply with such subpoena, and any person convicted of a violation hereof shall be punished in accordance with Section 1.28.010 of this Code.

M. At the hearing, the complainant and the respondent shall be allowed to be heard. The complainant shall have the burden of proof by proving the alleged violation by a preponderance of the evidence.

N. Following the hearing, the hearing officer shall issue a decision within fourteen (14) business days. The decision may be issued orally at the conclusion of the hearing or may be issued in writing, at the discretion of the hearing officer.

O. If the hearing officer determines that a violation has occurred, the hearing officer's decision shall include any appropriate order, sanction or relief authorized hereunder and may include, without limitation, sanctions as follows:

1. Impose the civil penalties set forth in Subsection P; except the hearing officer may increase or reduce the penalties upon a finding of good

cause or excusable neglect based on evidence presented at the hearing.

2. Order disclosure of the source and amount of any undisclosed contributions or expenditures.

3. Order the return to the donor of any contribution made which was the subject of the violation.

P. Civil fines for violations of Article XXVIII, ~~or the FCPA~~ or this Chapter, are set forth below. Candidates shall be personally liable for fines imposed against the candidate's committee. In no event shall the maximum total combined fines for all violations of this section by a single person, candidate, or committee during a single election cycle exceed \$999.00.

1. Failure to file a report required by Article XXVIII or the FCPA, other than independent expenditures, if not cured within seven business days of notice of violation issued by the City Clerk: \$400.00

2. Failure to file a report for independent expenditures: \$200.00

3. After notification by the City Clerk, failure to cure a report/violation within the specified time period: \$499.00

4. Accepting a contribution prohibited by Article XXVIII, ~~or the FCPA~~ or this Chapter: \$400; except that it shall not be considered a violation if the contribution is returned within 72 hours of its receipt. Each prohibited contribution accepted shall be a separate violation.

5. Acting as a conduit in violation of Article XXVIII or the FCPA,: \$400.00 for each violation

6. Failing to disclose a contribution or expenditure, including obligations entered into by the committee: \$100.00 for each violation

7. Failure to timely file a candidate affidavit: \$100.00

8. Failure to file a candidate committee, political committee or issue committee statement of registration: \$100.00

9. Failure to deposit funds in a separate account in a financial institution: \$100.00

10. Accepting coin or currency in excess of the limits set by Article XXVIII or the FCPA: \$50.00 for each violation

11. Use of unexpended campaign funds in violation of Article XXVIII

or the FCPA: \$400.00

12. Encouraging withdrawal from a campaign: \$499.00

13. Any violation of Article XXVIII, ~~or~~ the FCPA or this Chapter, not otherwise set forth herein: \$100.00 per violation

Q. The City Clerk shall reconcile all fines issued during an election cycle, including any judgment entered by the hearing officer, and adjust the amount due such that no single person, candidate, or committee owes more than \$999.00 during a single election cycle.

R. If the civil fine is not paid when due or upon entry of a civil judgement by the hearing officer, the City may commence procedures to collect the fine, including commencement of a civil action to collect the fine. A person found to be in violation of this Chapter shall be responsible for all costs of collection, including reasonable attorney fees.

S. All decisions by the hearing officer shall be final subject only to judicial review pursuant to Rule 106 of the Colorado Rules of Civil Procedure.

Sec. 2.17.040 070. Enforcement by City Clerk.

If the City Clerk believes that a violation of the Article XXVIII, ~~or~~ the FCPA or this Chapter has occurred, the City Clerk may commence enforcement proceedings in accordance with the procedures set forth in Section 2.17.030 ~~2.17.060~~ of this Code.

Sec. 2.17.050 080. Rules and regulations.

The City Clerk is authorized to adopt such rules and regulations consistent with the provisions hereof as may be required to implement this Chapter.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk

APPROVED AS TO FORM:

Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2024.

Christopher M. Leh, Mayor

ATTEST:

Meredyth Muth, City Clerk