City Council

Agenda

Tuesday, February 18, 2025
Council Chambers
749 Main Street
6:00 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 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. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. 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.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and 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.

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.

A. Approval of Bills
B. Approval of Resolution No. 5, Series 2025 – A Resolution Approving an Agreement with Ready to Work, LLC for General Landscape and Maintenance Services
C. Approval of Resolution No. 6, Series 2025 – A Resolution Approving a Structure Lease Agreement for Wireless Equipment at the Louisville Recreation and Senior Center
D. Approval of 2025 On Call Geographic Information System and Asset Management System Support Services Contract with Invision GIS, LLC
E. Approval of Resolution No. 7, Series 2025 – A Resolution Approving the BOCC Intergovernmental Agreement Amendment with Boulder County for 2025 Co-Responder Services
F. Approval of Letter of Engagement with SGR, LLC for Safe to Report Process
G. Approval of Second Amendment to Employment Agreement for Interim City Manager

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. DISCUSSION/DIRECTION – ROCKY MOUNTAIN METROPOLITAN AIRPORT TASK FORCE UPDATE

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

B. PURCHASING POLICY UPDATES

i. RESOLUTION NO. 8 SERIES 2025 – A RESOLUTION AMENDING THE CITY OF LOUISVILLE PURCHASING POLICIES

ii. ORDINANCE NO. 1890, SERIES 2025 – AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 3.08 OF THE LOUISVILLE MUNICIPAL CODE PERTAINING TO THE PROCUREMENT OF GOODS, SERVICES AND CONTRACTS FOR PUBLIC WORKS – 2ND READING, PUBLIC HEARING (advertised City of Louisville Website 02/07/25)

- 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

C. AWARD CONTRACT TO BLUE SPRUCE CONSTRUCTION SERVICES FOR PUBLIC LIBRARY INTERIOR IMPROVEMENTS

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

D. 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 regarding obligations under an agreement.

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

- 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

E. REPORT – DISCUSSION/DIRECTION/ACTION – PENDING LITIGATION

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 3/4/2025

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

- March for Meals Proclamation
- Life in Louisville Award Presentation
- Accessory Dwelling Unit Regulations – 1st Reading
- Home Hardening Amendments – 2nd Reading
- CHIPS Zone Designation
- Ironton Distillery Temporary Use Permit
- Voltage Concept Plan
- Award 2025 Concrete Replacement Contract
- Award 2025 Resurfacing Contract
- Sewer Tap Fees
- Industrial Fees
- Wastewater Treatment Plant Expansion Construction Contract
- IGA with Boulder County and Louisville Fire for Ballot Box Use
- Approval of PROS Long-Range Plan Consulting Agreement
- Contract for Downtown Vision Consultant
- Approval of Contract with Fors Marsh for Mitigation Communications
- Play Boulder IGA
- Business Assistance Package Arepas
- Business Assistance Package Boards and Bites
- Saigon Rally

CASH ACCOUNT: 001000 101001 WARRANT: 013025 01/30/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
9973	CPS DISTRIBUTORS INC	ACCT #12010000 IRRIGATIO	130.30
9973	CPS DISTRIBUTORS INC	ACCT #12010000	1,961.19
9973	CPS DISTRIBUTORS INC	ACCT #12010000	980.29
14044	DAVID DEAN	LODGING & MEALS GOLF INDU	1,293.04
15969	DIANA LANGLEY	REFUND TRAVEL 1/22/25 - 1	772.59
99999	UNIVERSITY OF COLORADO - BOULD	UTILITY BILLING REFUND 11	167.01
99999	SARA PECK	REIMB PICA'S TACARIA PURC	401.35
99999	STEVE MILLER	REFUND REGAL PLUS SEASON	2,366.00
99999	NORM MERLO	MEALS GOLF INDUSTRY SHOW	387.00
99999	JAY HARRINGTON	REFUND TRAVEL 1/21/25 - 1	749.74
99999	SARA OTT	REFUND TRAVEL 1/21/25 - 1	266.90
10951	PINNACOL ASSURANCE	POLICY #4206615	1,485.12
10884	WORD OF MOUTH CATERING INC	LUNCHES SERVED 1/16/25 -	3,805.75
	13 INVOICES	WARRANT TOTAL	14,766.28

CASH ACCOUNT: 001000 101001 WARRANT: 020625 02/06/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14036	CENTER COPY BOULDER INC	2024/25 Winter Newsletter	6,795.10
14036	CENTER COPY BOULDER INC	Polk/Dahlia Mailing	701.30
15510	CULTURAL MIXTAPE	CULTURAL MIXTAPE 12/14/22	500.00
14002	KANSAS PAYMENT CENTER/ SN20DM0	Payroll Run 1 - Warrant 0	26.86
2360	KELLY PC	Legal Services through De	33,137.50
99999	BETHANY WILSON	REFUND UTILITY BILLING 33	111.77
99999	SARAH KELLY	REIMB PARKING FOR PROGREE	66.72
99999	COSMO MITCHELL	RETURNED ACH - PP03 2025	212.45
13316	THE HUCKLEBERRY	PROVIDE TEA: 101 EXPERIEN	600.00
9 INVOICES		WARRANT TOTAL	42,151.70

CASH ACCOUNT: 001000 101001 WARRANT: 021825 02/18/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15976	AQUA IMPORTS	FEB 2025 AQUARIUM MAINT	240.00
15930	ARGIS SOLUTIONS, INC	ARC GIS Software Upgrade	2,793.00
15803	AUSMUS LAW FIRM, P.C.	Prosecuting Attorney Serv	1,500.00
14567	BEYONDTRUST CORPORATION	REMOTE ACCESS-RENEWAL 4/1	2,774.54
14223	BLUE STAR RECYCLERS	1/30/25 COMPUTER RECYCLIN	1,411.45
640	BOULDER COUNTY	JAN 2025 BOULDER COUNTY	57,261.80
7706	BRANNAN SAND & GRAVEL CO LLC	CUST #1488 ASPHALT	297.36
14403	CALLAWAY GOLF	ACCT #18883 RESALE MERCH	361.50
14403	CALLAWAY GOLF	ACCT #18883 RESALE MERCH	120.50
14036	CENTER COPY BOULDER INC	Center Copy bulk mailers:	4,393.08
14688	CESCO LINGUISTIC SERVICES	JAN 2025 SPANISH INTERPRE	256.50
4025	CINTAS CORPORATION NO. 2	CUST #10389214	296.68
1120	COLORADO ANALYTICAL LABORATORY	WATER PLANT QUARTERLY IPP	318.80
1120	COLORADO ANALYTICAL LABORATORY	CITY OF LOUISVILLE CO0107	191.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - EFFLUENT - QUARTER	677.70
1120	COLORADO ANALYTICAL LABORATORY	WWTP - SOLIDS - QUARTERLY	345.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - WEEKLY	146.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP - BIOSOLIDS - PFAS -	645.60
1120	COLORADO ANALYTICAL LABORATORY	WWTP - INFLUENT - WEEKLY	146.00
15761	COLORADO OUTHOUSE LLC	Port-o-let Centennial Par	201.25
15761	COLORADO OUTHOUSE LLC	Port-o-let Pirates Park	201.25
15761	COLORADO OUTHOUSE LLC	Port-o-let Skatepark	241.50
15845	CONCORD TECHNOLOGIES	JAN 2025 CLOUD FAX SERVIC	231.12
15981	CRAFTED LEADERSHIP LLC	LEAD BY DESIGN LEADERSHIP	2,750.00
14877	CRS INSURANCE BROKERAGE INC	ACCT #CITYOFL-01 2025 RE	1,052,863.00
12428	CUMMINS SALES AND SERVICE	NWTP - GENERATOR ANNUAL P	2,269.00
15190	DANIEL LASHER	JAN 2025 ASL INTERPRETATI	382.88
15036	DAVID J. THROWER	JAN 2025 COURT SERVICES	2,800.00
15382	DELLACAVA/TEBO DEVELOPMENT CO.	MARCH 2025 RENT 1805 HWY	5,746.96
5295	DRY CREEK DAVIDSON DITCH CO IN	ANNUAL WATER ASSESSMENT	448.00

CASH ACCOUNT: 001000 101001 WARRANT: 021825 02/18/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
10885	EATON SALES & SERVICE LLC	Fuel Dispenser Repairs	2,741.55
2280	GOODHUE DITCH AND RESERVOIR CO	2025 ASSESSMENTS - COAL C	457.46
2280	GOODHUE DITCH AND RESERVOIR CO	2025 ASSESSMENTS - CITY O	27,048.71
15235	GRAVES CONSULTING LLC	2025 MARKET UPDATES	3,500.00
13642	HUBER TECHNOLOGY INC	CUST #114276 LONGOPAC BA	1,950.00
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS - MED	269.35
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS MEDI	236.04
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS MEDI	213.54
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	507.75
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	412.31
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	292.57
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	140.07
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	234.81
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	286.07
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	439.20
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	355.56
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	189.23
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	168.23
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	215.08
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	406.06
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	274.82
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	522.32
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	266.14
2615	INGRAM LIBRARY SERVICES INC	ACCT #2050766 BOOKS & ME	177.84
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	113.35
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	140.35
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	67.35
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	16.66
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	85.16
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	59.04
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	178.17
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	80.98
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	19.59
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	27.23
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	34.07
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	102.41
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	33.22
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	158.32
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	16.62
2615	INGRAM LIBRARY SERVICES INC	ACCT #20E2938 FOUNDATIO	98.48
15975	INVENTIVE EXPLORERS LLC	ASTROINNOVATORS BY NASA	784.70
15975	INVENTIVE EXPLORERS LLC	EARTHWORKS CAMP 1/2/25 &	1,750.00
14239	JC GOLF ACCESSORIES	ACCT #COALCRK	431.59

CASH ACCOUNT: 001000 101001 WARRANT: 021825 02/18/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14239	JC GOLF ACCESSORIES	ACCT #COALCRK RESALE MER	234.89
15499	KATHRYN A MIHELIC	JAN 2025 PICKLEBALL CONT	1,162.00
2360	KELLY PC	JAN 2025 PROFESSIONAL SER	39,260.10
14219	KIMLEY-HORN AND ASSOCIATES INC	JAN 2025 CO42 Design &	167,103.15
15633	KRISCHE CONSTRUCTION, INC.	JAN 2025 Construction of	1,771.66
15047	LOUISVILLE ART ASSOCIATION	GOODIE BAGS FOR YSAS	400.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	JAN 2025 SWIM CLINICS	6,098.75
5432	LOUISVILLE FIRE PROTECTION DIS	JAN 2025 FIRE PROT DISTR	2,960.00
15723	MAGDO MUSIC	WINTER 2025 1/21/25 - 2/2	882.00
14731	MARY MULCAHEY	REIMBURSE FOR BLOOMIN SEN	516.57
15526	MINES AND ASSOCIATES INC.	FEB 2025 EAP 10 SESSION M	1,718.40
14768	MOJOS CLEANING SERVICES INC	FEB 2024 JANITORIAL SERV	36,308.00
12853	NEOGOV	CUST #A-688008	19,389.00
12853	NEOGOV	CUST #A-688008	14,500.99
12853	NEOGOV	1/1/25 - 3/30/25 BACKGROU	1,891.95
6427	NORTHERN COLO WATER CONSERVANC	2025 ASSESSMENT - WINDY G	860,975.35
99999	CHRISTINA GOTFREDSON	REFUND LOUISVILLE REC CEN	180.00
99999	DUSTIN HILLARD	REFUND LOUISVILLE REC CEN	425.00
99999	GORDANA DUKOVIC	REFUND LOUISVILLE REC CEN	124.00
99999	ANCHOR HB	UTILITY BILLING REFUND -	233.83
99999	PRIDE MANUFACTURING COMPANY, L	CUST #404722 SCORECARDS	364.66
99999	TED SNOW	REFUND LOUISVILLE REC CEN	120.00
99999	LAW OFFICES OF PETER M. ANDERS	REFUND 1/14/25 LIBRARY ME	275.00
99999	LAW OFFICES OF PETER M. ANDERS	REFUND 1/3/25 LIBRARY MEE	316.25
14394	PROS PLUS LTD	BASKETBALL REFEREES	962.00
14394	PROS PLUS LTD	BASKETBALL REFEREES	1,248.00
14394	PROS PLUS LTD	YOUTH BASKETBALL REFEREES	1,248.00
14394	PROS PLUS LTD	YOUTH BASKETBALL REFEREES	1,248.00
15554	PURELINE TREATMENT SYSTEMS, LL	CUST #00-CTL010 SHURFLO8	268.32
13549	PUSH PEDAL PULL INC	ACCT #0002335 MAINT ON F	619.90
14844	REPUBLIC SERVICES INC #535	JAN 2025 ACCT #3-0535-0	4,657.71

CASH ACCOUNT: 001000 101001 WARRANT: 021825 02/18/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15154	RULE4 INC	JAN 2025 Cybersecurity I	1,535.52
15594	SIMPLER SYSTEMS, INC	2025 ERP Reporting overla	12,000.00
15094	SMARTSAFETY SOFTWARE INC	3/3/25 - 3/2/26 SCENE PD	1,048.76
13059	SPRAGUE PEST SOLUTIONS	1/28/25 WATER TRMT S WT	99.83
13059	SPRAGUE PEST SOLUTIONS	1/13/25 WATER TRMT N WT	90.75
13059	SPRAGUE PEST SOLUTIONS	1/28/25 REC/SENIOR CENTE	115.50
13059	SPRAGUE PEST SOLUTIONS	1/28/25 POLICE DEPT	82.50
13059	SPRAGUE PEST SOLUTIONS	1/13/25 CITY HALL	90.75
13059	SPRAGUE PEST SOLUTIONS	1/10/25 MUSEUM	82.50
13059	SPRAGUE PEST SOLUTIONS	1/10/25 ART CENTER	82.50
13059	SPRAGUE PEST SOLUTIONS	1/23/25 CITY SERVICES	159.50
13059	SPRAGUE PEST SOLUTIONS	1/13/25 WASTE WATER TRMT	90.75
13059	SPRAGUE PEST SOLUTIONS	1/13/25 LIBRARY	82.50
13059	SPRAGUE PEST SOLUTIONS	1/28/25 COAL CREEK GOLF	92.00
14550	TAYLOR MADE GOLF COMPANY INC	ACCT #632413 RESALE MER	1,285.47
15825	TERPSTRA ROOFING	1/29/25 CITY HALL ROOF RE	600.00
13603	TOSHIBA BUSINESS SOLUTIONS INC	JAN 2025 CUST #T0B5E4W	246.87
14065	TYLER TECHNOLOGIES INC	CUST #49183 3/18/25-3/17	93,967.85
14065	TYLER TECHNOLOGIES INC	CUST #49183 INCODE COURT	-1,000.00
14532	UNITED REFRIGERATION INC	CUST #1141892 STOCK OXYG	23.22
14690	VELOCITY CONSTRUCTORS INC	JAN 2025 SCWTP Filter Med	67,265.85
5311	VERMONT SYSTEMS INC	2025 RECTRAC & WEBTRAC MA	13,326.57
14527	WATERWORTH	3/1/25 - 2/28/26 WATERWO	7,485.00
14050	YBA SHIRTS INC	JERSEYS	749.50
13790	ZAYO GROUP LLC	ACCT #018253 FEB 2025	3,935.00
	129 INVOICES	WARRANT TOTAL	2,558,815.64

CASH ACCOUNT: 001000 101001 WARRANT: 123124I 12/31/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14599	120 WATER, INC.	Lead and Copper Sampling	7,033.40
15624	1882 VENTURES, LLC	BAP CALCULATIONS FROM SAL	6,419.60
15653	APPLIED CONTROL EQUIPMENT, LLL	MISC PARTS	398.65
15653	APPLIED CONTROL EQUIPMENT, LLL	ONSITE TROUBLESHOOTING	1,449.00
15653	APPLIED CONTROL EQUIPMENT, LLL	4" DEZURIK AWWA PLUG VALV	1,250.00
640	BOULDER COUNTY	FY 2024 TIF SHARE FROM TR	192,330.00
640	BOULDER COUNTY	9/1/24 - 12/31/24 ENERGY	12,000.00
15204	BOULDER COUNTY PUBLIC WORKS	DEC 2024 GATE FEES	1,493.27
15732	CARAHSOFT TECHNOLOGY CORPORATI	11/4/24 - 12/3/24 AUDIO	40.36
248	CDW GOVERNMENT	2024 Tablets	30,964.08
13330	CITY OF BOULDER	BOULDER SBDC	70,800.00
15311	COAL CREEK ACE HARDWARE	BAP REBATE CALCULATION FR	23,899.23
1280	COLORADO STATE TREASURER	EMP ID #13265360 OCT 202	32,232.00
12428	CUMMINS SALES AND SERVICE	Repairs to generator due	5,048.48
12428	CUMMINS SALES AND SERVICE	CTC - Troubleshooting Gas	1,182.97
15149	DENALI WATER SOLUTIONS LLC	2024 WWTP Biosolids	2,155.21
14936	GOLDEN AUTOMATION LLC	FIELD SERVICE DEC 2024	2,220.00
14936	GOLDEN AUTOMATION LLC	FIELD WORK DEC 2024	1,665.00
14936	GOLDEN AUTOMATION LLC	FIELD SERVICE DEC 2024	1,850.00
13142	HAYNES MECHANICAL SYSTEMS INC	REFUND PERMIT #MEP-5542-2	377.82
15381	HICKS CONTRACTORS SERVICES LLC	RETIGHTEN LINK SEEL SOUTH	1,700.00
14938	INNOVISE BUSINESS CONSULTANTS	2024 ELECTRO BUDDY & JOHN	165.00
11289	JVA INC	WWTP Expansion Engineerin	867.00
11289	JVA INC	WWTP Solids Handling CM	20,129.15
14219	KIMLEY-HORN AND ASSOCIATES INC	DEC 2024 CO42 Design &	111,973.43
15633	KRISCHE CONSTRUCTION, INC.	NOV 2024 Construction of	32,280.38
5432	LOUISVILLE FIRE PROTECTION DIS	FY 2024 PROP TAX TIF REVE	63,050.00
15973	MARILEE LANGHOFF	JULY, AUG & DEC 2024 LEGA	12,683.06
14905	MICHAEL TALBOT WILT	PRESERVATION & RESTORATIO	85,661.00

CASH ACCOUNT: 001000 101001 WARRANT: 123124I 12/31/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15980	NORA'S, LLC	BAP ASSISTANCE PACKAGE RE	7,096.29
15908	OLSSON, INC.	Open Space Vegetation Sur	3,312.50
99999	MAJOR HEATING & AIR CONDITIONI	REFUND PERMIT #MEP-5905-2	39.00
99999	MAJOR HEATING & AIR CONDITIONI	REFUND PERMIT #MEP-5904-2	39.00
99999	MAJOR HEATING & AIR CONDITIONI	REFUND PERMIT #MEP-5927-2	39.00
99999	PRIORITY PLUMBING AND HEATING	REFUND LIC #LSVL-006032-2	175.00
99999	LAW OFFICES OF PETER M. ANDERS	REFUND 12/30/24 LIBRARY M	302.50
11329	POLYDYNE INC	CUST #104578 WWTP Polyme	7,522.38
11329	POLYDYNE INC	CUST #104578 WWTP Polym	11,283.57
15556	ROCKY MOUNTAIN TAP & GARDEN	BAP REBATE CALCULATION FR	21,416.42
11033	ROCKY MOUNTAIN WILDLIFE SERVIC	CUST #LOUWAT PRAIRIE DOG	449.30
14560	SAMEDAY OFFICE SUPPLY	Office Chairs - Offices,	9,976.00
15983	SHAMROCK FOODSERVICE WAREHOUSE	BAP REBATE CALCULATION FR	4,360.13
15780	SNARF'S LOUISVILLE LLC	BAP REBATE CALCULATION FR	25,444.77
15312	SOUTH STREET MARKET LLC	BAP CALCULATIONS FROM SAL	5,101.99
15977	SPLIT MOUNTAIN COMMERCIAL 4 LL	LOUISVILLE REVIT COMM - I	1,083,313.65
15220	STAR PLAYGROUNDS	Replacement parts for Cot	2,998.00
15220	STAR PLAYGROUNDS	Replacement parts for Cot	1,062.00
15793	STURGEON ELECTRIC COMPANY INC.	CUST #29554 LIBRARY WIRI	1,441.26
15793	STURGEON ELECTRIC COMPANY INC.	CUST #29554 CITY HALL WI	747.70
15793	STURGEON ELECTRIC COMPANY INC.	CUST #29554 LOUISVILLE	294.62
15793	STURGEON ELECTRIC COMPANY INC.	CUST #29554 MARSHALL RD	1,621.44
14795	TEREX SERVICES	Repair of Forestry bucket	3,300.45
15882	THE SCANNING COMPANY	Process to scan documents	8,307.75
15763	UMOJA BIOPHARMA, INC.	BAP REBATE CALCULATION FR	67,127.65
15832	WAAS CAMPBELL RIVERA JOHNSON &	NOV & DEC 2024 LEGAL SERV	161.00
14373	WEIFIELD GROUP CONTRACTING INC	EV Charger Installation	8,075.00
15912	WESTERN STATES LAND SERVICES,	2024 Raw Water Aug Statio	1,838.25

CASH ACCOUNT: 001000 101001 WARRANT: 123124I 12/31/2024

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
57 INVOICES		WARRANT TOTAL	2,000,164.71

CITY OF LOUISVILLE
PURCHASE CARD SUMMARY
STATEMENT PERIOD 12/21/24 - 1/22/2

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER
1ST AYD CORP	847-6220001	ABBY MCNEAL
21ST CENTURY - 43 - LO	LONGMONT	KERRY KRAMER
7-ELEVEN 41867	ERIE	GERALD PIERCE
7SHIFTS	WILMINGTON	DAVID BARIL
ABCMOUSE.COM*	800-633-3331	LANA FAUVER
ADAMSON POLICE PRODUCT	FREDERICK	MIKE MILLER
ADOBE *ADOBE	4085366000	KURT KOWAR
ADOBE *ADOBE	4085366000	DEREK COSSON
AFP*COLORADO ASSOCIATI	CASTLE ROCK	ERICA BERZINS
AFP*THE SOCIETY OF ROC	FORT COLLINS	GIGI YANG
AIMS CC BKSTORE # 8107	GREELEY	MIKE MILLER
ALLDATA	800-859-3282	MASON THOMPSON
ALLIANZ TRAVEL INS	8002848300	DAVID DEAN
ALPHA GOLF	8187259720	DAVID BARIL
AMAZON MARK* C14HG6SL3	SEATTLE	JULIE SEYDEL
AMAZON MARK* Z10KZ0YC1	SEATTLE	DANIEL BIDLEMEN
AMAZON MARK* Z10KZ0YC1	SEATTLE	DANIEL BIDLEMEN
AMAZON MARK* Z17B98I41	SEATTLE	IRIS BELENSKY
AMAZON MARK* Z50126DY2	SEATTLE	MINDY OLKJER
AMAZON MARK* Z51NE0F50	SEATTLE	MASON THOMPSON
AMAZON MARK* Z528S6E50	SEATTLE	PATRICIA MORGAN
AMAZON MARK* Z53GH8IT2	SEATTLE	MASON THOMPSON
AMAZON MARK* Z53N97K71	SEATTLE	JEFF OWENS
AMAZON MARK* Z55VT0UV2	SEATTLE	PATRICIA MORGAN
AMAZON MARK* Z561W9L12	SEATTLE	JESSE DEGRAW
AMAZON MARK* Z567F9LZ1	SEATTLE	LOGAN JOHNSON
AMAZON MARK* Z569E2GA2	SEATTLE	JULIE SEYDEL
AMAZON MARK* Z56MY7460	SEATTLE	PATRICIA MORGAN
AMAZON MARK* Z56WO91R2	SEATTLE	PEGGY NORRIS
AMAZON MARK* Z57KV6II0	SEATTLE	LOGAN JOHNSON
AMAZON MARK* Z583H1T80	SEATTLE	KEVIN FREY
AMAZON MARK* Z58SM24C2	SEATTLE	CATHERINE JEPSON
AMAZON MARK* Z59BY0S50	SEATTLE	TREVOR DEPEW
AMAZON MARK* Z59CH0K82	SEATTLE	MINDY OLKJER
AMAZON MARK* Z59CH0K82	SEATTLE	MINDY OLKJER
AMAZON MARK* Z59QO0GS2	SEATTLE	PAUL BORTH
AMAZON MARK* Z95XT5RG1	SEATTLE	PAUL BORTH
AMAZON MARK* Z97N57SJ0	SEATTLE	MASON THOMPSON
AMAZON MARK* Z98G60RB1	SEATTLE	BENJAMIN FRANCISCO
AMAZON MARK* Z98VH9MU0	SEATTLE	MARLA OLSON
AMAZON MARK* Z98Y35FO1	SEATTLE	PAUL BORTH
AMAZON MARK* ZC1SB0FZ2	SEATTLE	LOGAN JOHNSON

AMAZON MARK* ZD1FI2DU2	SEATTLE	BILL VALENCIA
AMAZON MARK* ZD1MW9QD2	SEATTLE	PATRICIA MORGAN
AMAZON MARK* ZD2NX7EV2	SEATTLE	JESSE DEGRAW
AMAZON MARK* ZD3OJ7NG0	SEATTLE	KEVIN FREY
AMAZON MARK* ZD4G987A1	SEATTLE	KEVIN FREY
AMAZON MARK* ZD4PU56R2	SEATTLE	MASON THOMPSON
AMAZON MARK* ZD4SN8ON2	SEATTLE	PEGGY NORRIS
AMAZON MARK* ZD7IM4W51	SEATTLE	KEVIN FREY
AMAZON MARK* ZD8028272	SEATTLE	MINDY OLKJER
AMAZON MARK* ZD8SI8KP0	SEATTLE	PAUL BORTH
AMAZON MARK* ZD9ID7M00	SEATTLE	PEGGY NORRIS
AMAZON MARK* ZE23L2GF1	SEATTLE	BILL VALENCIA
AMAZON MARK* ZE27I8PV0	SEATTLE	PAUL BORTH
AMAZON MARK* ZE3DP0GN2	SEATTLE	MINDY OLKJER
AMAZON MARK* ZE7KB8XO0	SEATTLE	BENJAMIN FRANCISCO
AMAZON MARK* ZE9SO6XE0	SEATTLE	PAUL BORTH
AMAZON MARK* ZG0J731W0	SEATTLE	JESSE DEGRAW
AMAZON MARK* ZG4OG15L0	SEATTLE	JULIE SEYDEL
AMAZON MARK* ZG7VX0NC2	SEATTLE	PATRICIA MORGAN
AMAZON MARK* ZG95V9Z72	SEATTLE	KEVIN FREY
AMAZON MARK* ZG96F8BX2	SEATTLE	PATRICIA MORGAN
AMAZON MARK* ZP3CO48L1	SEATTLE	KEVIN FREY
AMAZON MARK* ZP4RF4KD1	SEATTLE	MINDY OLKJER
AMAZON MARK* ZP5UD3XE1	SEATTLE	MINDY OLKJER
AMAZON MARK* ZP5YT3MV0	SEATTLE	DAVE TOVEY
AMAZON MARK* ZP93M30O1	SEATTLE	PATRICIA MORGAN
AMAZON MARK* ZP99240R0	SEATTLE	DANIEL BIDLEMEN
AMAZON MKTPL*Z50DL8TP0	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*Z50P54XD0	AMZN.COM/BILL	AMANDA PERERA
AMAZON MKTPL*Z50PC5IP2	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*Z51QT4G90	AMZN.COM/BILL	TANYA SCOTT
AMAZON MKTPL*Z55Z97AW2	AMZN.COM/BILL	DANNY WEIONSTOCK
AMAZON MKTPL*Z56G727V0	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*Z58509ZZ1	AMZN.COM/BILL	DANNY WEIONSTOCK
AMAZON MKTPL*Z58JE6MS0	AMZN.COM/BILL	AMANDA PERERA
AMAZON MKTPL*Z59235VG2	AMZN.COM/BILL	LIGEA FERRARO
AMAZON MKTPL*Z91ZP1721	AMZN.COM/BILL	LINDSEY WITTY
AMAZON MKTPL*Z92VK6XE1	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*Z92ZX29S2	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*Z935V6000	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*Z94IZ6DV0	AMZN.COM/BILL	LINDSEY WITTY
AMAZON MKTPL*Z94TP8PE0	AMZN.COM/BILL	DANNY WEIONSTOCK
AMAZON MKTPL*Z94TT1IX1	AMZN.COM/BILL	ABBY MCNEAL
AMAZON MKTPL*Z95IJ3L51	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*Z95W76XG0	AMZN.COM/BILL	GREG VENETTE
AMAZON MKTPL*Z96H29AG0	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*Z984Q8K91	AMZN.COM/BILL	TANNER THORSON

AMAZON MKTPL*ZC29N1AP2	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*ZC2M12ZW2	AMZN.COM/BILL	GIGI YANG
AMAZON MKTPL*ZC9L95XI2	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*ZD0812NB0	AMZN.COM/BILL	JILL SIEWERT
AMAZON MKTPL*ZD0HC1CL0	AMZN.COM/BILL	KRISTEN BODINE
AMAZON MKTPL*ZD1MI3JG0	AMZN.COM/BILL	SARA PECK
AMAZON MKTPL*ZD32O5M51	AMZN.COM/BILL	JILL SIEWERT
AMAZON MKTPL*ZD3436CQ1	AMZN.COM/BILL	LINDSEY WITTY
AMAZON MKTPL*ZD3629TB2	AMZN.COM/BILL	LESLIE RINGER
AMAZON MKTPL*ZD36N1741	AMZN.COM/BILL	JILL SIEWERT
AMAZON MKTPL*ZD3UU1WM1	AMZN.COM/BILL	KELLY THARP
AMAZON MKTPL*ZD9166NM0	AMZN.COM/BILL	JILL SIEWERT
AMAZON MKTPL*ZE1BS67G0	AMZN.COM/BILL	TANYA SCOTT
AMAZON MKTPL*ZE4KX4F92	AMZN.COM/BILL	GREG VENETTE
AMAZON MKTPL*ZE6YH5E81	AMZN.COM/BILL	KELLY THARP
AMAZON MKTPL*ZG1DR3FL2	AMZN.COM/BILL	TRAVIS ANDERSON
AMAZON MKTPL*ZG1PN85W0	AMZN.COM/BILL	TANNER THORSON
AMAZON MKTPL*ZG2S71JH2	AMZN.COM/BILL	JILL SIEWERT
AMAZON MKTPL*ZG3LG6462	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*ZG40D4M02	AMZN.COM/BILL	KELLY THARP
AMAZON MKTPL*ZG7PJ2VF0	AMZN.COM/BILL	GIGI YANG
AMAZON MKTPL*ZG8OQ2L72	AMZN.COM/BILL	MIKE MILLER
AMAZON MKTPL*ZP13X3GJ2	AMZN.COM/BILL	GIGI YANG
AMAZON MKTPL*ZP1OB4KC1	AMZN.COM/BILL	SARA PECK
AMAZON MKTPL*ZP6JY1X32	AMZN.COM/BILL	GABBY MURATTI
AMAZON MKTPL*ZP6Y91QQ1	AMZN.COM/BILL	SARA PECK
AMAZON MKTPL*ZP85Y9I21	AMZN.COM/BILL	TANYA SCOTT
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LESLIE RINGER
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LESLIE RINGER
AMAZON RETA* Z51BJ6JP2	SEATTLE	PEGGY NORRIS
AMAZON RETA* Z538E0AH2	SEATTLE	MASON THOMPSON
AMAZON RETA* Z578V5420	SEATTLE	TREVOR DEPEW
AMAZON RETA* Z90ZW7A80	SEATTLE	KEVIN FREY
AMAZON RETA* Z99LK0A01	SEATTLE	KATIE BEASLEY
AMAZON RETA* ZD30U0300	SEATTLE	KEVIN FREY
AMAZON RETA* ZD3BJ3DG1	SEATTLE	PATRICIA MORGAN
AMAZON RETA* ZD5CC8Q50	SEATTLE	KATIE BEASLEY
AMAZON RETA* ZD9135G92	SEATTLE	MARLA OLSON
AMAZON RETA* ZE7LT9XZ1	SEATTLE	PAMELA LEMON
AMAZON RETA* ZE88I8U82	SEATTLE	JESSE DEGRAW
AMAZON RETA* ZE9SV0Y81	SEATTLE	PATRICIA MORGAN
AMAZON RETA* ZG59Q5TN2	SEATTLE	PATRICIA MORGAN
AMAZON RETA* ZG78G10G2	SEATTLE	PATRICIA MORGAN
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AMERICAN LIBRARY ASSOC	CHICAGO	PEGGY NORRIS
AMERICAN RED CROSS	800-733-2767	DANNY WEIONSTOCK
AMERICAN WATER COLLEGE	VALLEY MILLS	GREG VENETTE

AMZN MKTP US*Z16V57W81	AMZN.COM/BILL	JEFF OWENS
AMZN MKTP US*Z50Y61BE2	AMZN.COM/BILL	JILL SIEWERT
AMZN MKTP US*Z530O4AU0	AMZN.COM/BILL	PATRICIA MORGAN
AMZN MKTP US*Z53GN83B1	AMZN.COM/BILL	KELLY THARP
AMZN MKTP US*Z54ME6OM2	AMZN.COM/BILL	SARA PECK
AMZN MKTP US*Z574S0I50	AMZN.COM/BILL	TANNER THORSON
AMZN MKTP US*Z58E533U1	AMZN.COM/BILL	LOGAN JOHNSON
AMZN MKTP US*Z909029R1	AMZN.COM/BILL	GERALD PIERCE
AMZN MKTP US*Z92BH4E50	AMZN.COM/BILL	MIKE MILLER
AMZN MKTP US*Z93WY8UC2	AMZN.COM/BILL	TANNER THORSON
AMZN MKTP US*Z958X9B61	AMZN.COM/BILL	JESSE DEGRAW
AMZN MKTP US*ZC1PF4002	AMZN.COM/BILL	LINDSEY WITTY
AMZN MKTP US*ZC4OS7072	AMZN.COM/BILL	LINDSEY WITTY
AMZN MKTP US*ZD11B8H20	AMZN.COM/BILL	LIGEA FERRARO
AMZN MKTP US*ZD1BX1GA2	AMZN.COM/BILL	MINDY OLKJER
AMZN MKTP US*ZD3P76HW0	AMZN.COM/BILL	ABBY MCNEAL
AMZN MKTP US*ZD41G8G00	AMZN.COM/BILL	SARA PECK
AMZN MKTP US*ZD4IU8CP1	AMZN.COM/BILL	LIGEA FERRARO
AMZN MKTP US*ZD4MN72Z0	AMZN.COM/BILL	MIKE MILLER
AMZN MKTP US*ZD92T8PB0	AMZN.COM/BILL	MINDY OLKJER
AMZN MKTP US*ZE53O7C61	AMZN.COM/BILL	BILL VALENCIA
AMZN MKTP US*ZE6GE39R2	AMZN.COM/BILL	TANNER THORSON
AMZN MKTP US*ZG51W5Z92	AMZN.COM/BILL	PATRICIA MORGAN
AMZN MKTP US*ZG6VT0M12	AMZN.COM/BILL	GABBY MURATTI
AMZN MKTP US*ZP12S5561	AMZN.COM/BILL	SARA PECK
AMZN MKTP US*ZP1WU8U11	AMZN.COM/BILL	SARA PECK
AMZN MKTP US*ZP2SK5IB1	AMZN.COM/BILL	SARA PECK
AMZN MKTP US*ZP8OY8UV1	AMZN.COM/BILL	PATRICIA MORGAN
ARROWSTAGELINES.COM	OMAHA	KATIE BEASLEY
ASFPM	MADISON	CAMERON FOWLKES
AMAZON.COM	AMZN.COM/BILL	LESLIE RINGER
AMAZON.COM*Z50AW88K0	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*Z50V552C0	AMZN.COM/BILL	KELLY THARP
AMAZON.COM*Z51EO6AA0	AMZN.COM/BILL	MIKE MILLER
AMAZON.COM*Z53XL65P2	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*Z55HR9RL2	AMZN.COM/BILL	TRAVIS ANDERSON
AMAZON.COM*Z588O0GO0	AMZN.COM/BILL	TANYA SCOTT
AMAZON.COM*Z58M16OX2	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*Z58RL5852	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*Z99X37V60	AMZN.COM/BILL	LESLIE RINGER
AMAZON.COM*ZD0ND43S0	AMZN.COM/BILL	SARA PECK
AMAZON.COM*ZD1UE64F2	AMZN.COM/BILL	LESLIE RINGER
AMAZON.COM*ZD2409VV0	AMZN.COM/BILL	SARA PECK
AMAZON.COM*ZD3KD3HO1	AMZN.COM/BILL	LINDSEY WITTY
AMAZON.COM*ZD3WP7310	AMZN.COM/BILL	SARA PECK
AMAZON.COM*ZD81V5Y00	AMZN.COM/BILL	DAVID DEAN
AMAZON.COM*ZE0RQ4VR0	AMZN.COM/BILL	LESLIE RINGER

AMAZON.COM*ZE15D9XX1	AMZN.COM/BILL	DANIEL WOOLDRIDGE
AMAZON.COM*ZE1LF7RS2	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*ZE3J189P1	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*ZG5QB2LG2	AMZN.COM/BILL	LINDSEY WITTY
AMAZON.COM*ZG7GC9592	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*ZG9Z76572	AMZN.COM/BILL	TANNER THORSON
AMAZON.COM*ZP4XA7FK1	AMZN.COM/BILL	JILL SIEWERT
AMAZON.COM*ZP55P3711	AMZN.COM/BILL	SARA PECK
AMAZON.COM*ZP58J2DY2	AMZN.COM/BILL	LESLIE RINGER
AMAZON.COM*ZP8JD7BP2	AMZN.COM/BILL	DANIEL WOOLDRIDGE
AMAZON.COM*ZP9YG8H61	AMZN.COM/BILL	SARA PECK
B2B PRIME*Z54RN6F62	AMZN.COM/BILL	TANYA SCOTT
BEST BUY CO 00026641	MINNEAPOLIS	KURT KOWAR
BITWARDEN	SANTA BARBARA	PAULINA BENNETT
BIZWEST-DIGITAL	GREELEY	ROBERT ZUCCARO
BLACKJACK PIZZA - CO 0	LOUISVILLE	BENJAMIN FRANCISCO
BLACKJACK PIZZA - CO 0	LOUISVILLE	TREVOR DEPEW
BOMGAARS #59 LOVELAND	LOVELAND	CHAD ROOT
BOOT BARN #310	NORTHGLENN	MASON THOMPSON
BOOT BARN #310	NORTHGLENN	JOSE TORRES
BOOT BARN #310	NORTHGLENN	JEFFREY ROBINET
BOOT BARN #310	NORTHGLENN	VICKIE ILKO
BOOT BARN #310	NORTHGLENN	JOSEPH CAMPANA
BOOT BARN #310	NORTHGLENN	HUGO VALDEZ
BOOT BARN #310	NORTHGLENN	BRIAN SCHMID
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BPI*MARYJANES FARM	800-476-4611	JILL SIEWERT
BRODART SUPPLIES	570-326-2461	JILL SIEWERT
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BROOKS GREASE SERVICE	TULSA	DAVID BARIL
BROOMFIELD RENTALS INC	BROOMFIELD	KELLY THARP
BROOMFIELD RENTALS INC	BROOMFIELD	MATT ISABELL
BROWNELLS INC	641--6235401	MIKE MILLER
BUILDTANK, INC. / BS&B	DENVER	CHAD ROOT
BWY*FBINAA NATL OFFIC	QUANTICO	RAFAEL GUTIERREZ
BLAKLADER LLC	SARASOTA	BRIAN SCHMID
CAFE MEXICALI - FORT C	FORT COLLINS	RYAN MORRIS
CALENDLY	AVONDALE ESTA	DAVID BARIL
CENTER COPY PRINTING	303-4406000	MARLA OLSON
CENTER COPY PRINTING	303-4406000	DANNY WEIONSTOCK
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CENTURYLINK LUMEN	800-244-1111	TANYA SCOTT
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CLUBCONNECT	9136615569	LINDSEY WITTY
CO DEPT OF REVENUE	DENVER	TANYA SCOTT
CO MOTOR VEH SERV EMV	DENVER	MASON THOMPSON

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COAL CREEK ACE HARDWAR	LOUISVILLE	AARON GRANT
COAL CREEK ACE HARDWAR	LOUISVILLE	GERALD PIERCE
COAL CREEK ACE HARDWAR	LOUISVILLE	GERALD PIERCE
COAL CREEK ACE HARDWAR	LOUISVILLE	AARON GRANT
COAL CREEK ACE HARDWAR	LOUISVILLE	GERALD PIERCE
COAL CREEK ACE HARDWAR	LOUISVILLE	BENJAMIN WHITE-PATARINO
COAL CREEK ACE HARDWAR	LOUISVILLE	JEFFREY ROBINET
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COLORADO CWP	719-5456748	KEN MATHEWS
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COLORADO OUTHOUSE	ENGLEWOOD	KAYLA CORCELLI
COLORADO OUTHOUSE	ENGLEWOOD	KAYLA CORCELLI
COLORADO RURAL WATER A	719-5456748	BENJAMIN FRANCISCO
COLORADOCHAPTERICC.ORG	ARVADA	RANDY DEWITZ
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COLORADOCHAPTERICC.ORG	ARVADA	GABBY MURATTI
COLORADOCHAPTERICC.ORG	ARVADA	RANDY DEWITZ
COLORADOCHAPTERICC.ORG	ARVADA	GABBY MURATTI
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COMCAST CABLE COMM	800-COMCAST	LESLIE RINGER
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COMCAST DENVER	800-266-2278	JILL SIEWERT
COMCAST DENVER	800-266-2278	PAMELA PETERSON-HOHS
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CSU PARKING SERVICES D	970-4916115	SCOTT MOORE
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CSU PARKING SERVICES D	970-4916115	SCOTT MOORE
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CANVA* 04384-71327600	KENT	MIKE MILLER
DAILY CAMERA	BOULDER	KATIE BEASLEY
DALE L PRENTICE	OAK PARK	TANNER THORSON
DALE L PRENTICE	OAK PARK	TANNER THORSON
DBC IRRIGATION SUPPLY	BROOMFIELD	VICKIE ILKO
DENVER POST CIRCULATIO	DENVER	JILL SIEWERT
DISCOUNTSCH 8006272829	800-482-5846	LANA FAUVER
DISCOUNTSCH 8006272829	800-482-5846	LANA FAUVER
DOLLARTREE	LOUISVILLE	KATIE BEASLEY

DOLLARTREE	LOUISVILLE	PAMELA LEMON
DONORBOX PLATFORM	ALEXANDRIA	GIGI YANG
E 470 EXPRESS TOLLS	AURORA	TANYA SCOTT
ELDORADO ARTESIAN SPRI	LOUISVILLE	LESLIE RINGER
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EZCATER*THE HUMMUS REP	8004881803	LIGEA FERRARO
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FASTENAL COMPANY 01COB	LAFAYETTE	KELLY THARP
FASTENAL COMPANY 01COB	LAFAYETTE	MASON THOMPSON
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO
FASTSIGNS 371501	BROOMFIELD	ROBERT ZUCCARO
FEDEX OFFIC74200007427	LOUISVILLE	MIKE MILLER
FEDEX OFFIC74200007427	LOUISVILLE	MIKE MILLER
FEDEX OFFIC74200007427	LOUISVILLE	GIGI YANG
FIRST CHOICE COFFEE- D	DENVER	GREG VENETTE
FIRST CHOICE COFFEE- D	DENVER	DAVID DEAN
FISHER-ROSEMOUNT	952-828-3847	JEFF OWENS
FREDDY'S 11-0007	BROOMFIELD	GERALD PIERCE
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	DAVID DEAN
FSP*ROCKY MOUNTAIN GC	WESTMINSTER	NORMAN MERLO
GIS CERTIFICATION INST	8478247768	AILEEN PROFIR
GOLDEN HISTORY MUSEUM	GOLDEN	GIGI YANG
GOLDEN HISTORY MUSEUM	GOLDEN	IRIS BELENSKY
GOLF COURSE SUPERINTEN	LAWRENCE	DAVID DEAN
GOLF COURSE SUPERINTEN	LAWRENCE	DAVID DEAN
GOLF COURSE SUPERINTEN	LAWRENCE	NORMAN MERLO
GOLF COURSE SUPERINTEN	LAWRENCE	DAVID DEAN
GRAINGER	LAKE FOREST	MIKE MILLER
GRAINGER	LAKE FOREST	TANNER THORSON
GRAINGER	LAKE FOREST	DAVID DEAN
GRAINGER	LAKE FOREST	DAVID DEAN
GRAINGER	LAKE FOREST	DAVID DEAN
GRAINGER	LAKE FOREST	TANNER THORSON
GRAINGER	LAKE FOREST	VINCENT WRAY
GRAINGER	LAKE FOREST	VINCENT WRAY
GRAINGER	LAKE FOREST	DAVID DEAN
GRAINGER	LAKE FOREST	DAVID DEAN
GRAINGER	LAKE FOREST	SARA PECK
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GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN
GREEN CO2 SYSTEMS	970-482-0203	DANIEL BIDLEMEN
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HACH COMPANY	9706631377	TANNER THORSON
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HOBART ESTORE	TROY	KATIE BEASLEY

HOMEDEPOT.COM	800-430-3376	JACOB MARINKOVICH
HOMEDEPOT.COM	800-430-3376	DANIEL BIDLEMEN
HOMEDEPOT.COM	800-430-3376	KEVIN FREY
HOUZZ INC. SHOP	8003684268	KRISTEN BODINE
ICE CASTLES LLC	OREM	PATRICIA MORGAN
ID LABEL. INC	LAKE VILLA	JILL SIEWERT
IN *ARROWHEAD AWARDS,	303-4479407	GENEVIEVE KLINE
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON
IN *LANGUAGEUSA, INC.	713-7833800	DEREK COSSON
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO
INSIGHT PUBLIC SECTOR	CHANDLER	LIGEA FERRARO
INT'L CODE COUNCIL INC	888-422-7233	GABBY MURATTI
INT'L CODE COUNCIL INC	888-422-7233	RANDY DEWITZ
IRON BEAR TRAILER	DENVER	JOSE TORRES
IRON BEAR TRAILER	DENVER	JOSE TORRES
JAX - 06	LAFAYETTE	VINCENT WRAY
JAX - 06	LAFAYETTE	THOMAS CZAJKA
JAX - 06	LAFAYETTE	GERALD PIERCE
JAX - 06	LAFAYETTE	JACK MANIAN
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN
KING SOOPERS #0013	LOUISVILLE	SARA PECK
KING SOOPERS #0013	LOUISVILLE	SARA PECK
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO
KING SOOPERS #0013	LOUISVILLE	LIGEA FERRARO
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN
KOHL'S #0345	THORNTON	LANA FAUVER
LAMARS DONUTS 45	LOUISVILLE	JESSE DEGRAW
LANGUAGE LINE	MONTEREY	MEREDYTH MUTH
LEISURE TIME AWARDS, I	BOULDER	LIGEA FERRARO
LES MILLS US TRADING	CHICAGO	LINDSEY WITTY
LN CURTIS DENVER	CENTENNIAL	SARA PECK
LONGMONT WINAIR CO	LONGMONT	KEVIN FREY
LS LOUISVILLE CYCLERY	LOUISVILLE	BENJAMIN WHITE-PATARINO
LINKEDIN JOB 101189107	MOUNTAIN VIEW	PENNY FORD
MAPFLING	MENLO PARK	GREG VENETTE
MAZZELLA LIFTING TECHN	CLEVELAND	DANIEL BIDLEMEN
MIDJOURNEY INC.	SOUTH SAN FRA	GINGER CROSS
MIXBOOK	8556492665	GIGI YANG
MOR ELECTRIC HEATING A	COMSTOCK PARK	MATTHEW ROWE
MORRELL PRINTING SOLUT	LAFAYETTE	LIGEA FERRARO
NAPA AUTO PARTS 000013	FREDERICK	TANYA SCOTT
NAPA AUTO PARTS 000013	FREDERICK	TANYA SCOTT
NAPA STORE 3600019	LOUISVILLE	AARON GRANT
NAPA STORE 3600019	LOUISVILLE	AARON GRANT

NAPA STORE 3600019	LOUISVILLE	AARON GRANT
NAPA STORE 3600019	LOUISVILLE	AARON GRANT
NAPA STORE 3600019	LOUISVILLE	AARON GRANT
NATIONAL STORMWATER CE	BEL AIR	MINDY OLKJER
NEW YORK MICROSCOPE CO	HICKSVILLE	TANNER THORSON
NORTH AMERICAN RESCUE	GREER	SARA PECK
O MEARA FORD	NORTHGLENN	MASON THOMPSON
O MEARA FORD	NORTHGLENN	JOSE TORRES
O MEARA FORD	NORTHGLENN	JOSE TORRES
O MEARA FORD	NORTHGLENN	MASON THOMPSON
OFFICE DEPOT #1080	DENVER	DAVID BARIL
OFFICE DEPOT #1080	DENVER	DAVID BARIL
OFFICEMAX/DEPOT 6251	LONGMONT	DAVID BARIL
OPENAI *CHATGPT SUBSCR	SAN FRANCISCO	PAULINA BENNETT
OPENAI *CHATGPT SUBSCR	SAN FRANCISCO	GINGER CROSS
OPENAI *CHATGPT SUBSCR	SAN FRANCISCO	CAMERON FOWLKES
OUTDOOR CUSTOM SPORTSW	913-2532047	DAVID DEAN
OVERDRIVE DIST	2165736886	JILL SIEWERT
OVERDRIVE DIST	2165736886	JILL SIEWERT
PANERA BREAD #202432 O	720-304-7000	KATHY MARTIN
PAVEPATCH	2817783223	BENJAMIN FRANCISCO
PAYFLOW/PAYPAL	8888839770	TANYA SCOTT
PAYFLOW/PAYPAL	8888839770	TANYA SCOTT
PRAIRIE MOUNTAIN MEDIA	BOULDER	TANYA SCOTT
PRECISE MRM LLC	MERIDIAN	KELLY THARP
PRO SUB FEE	SAN FRANCISCO	DEREK COSSON
PSI EXAMS	8003671565	RYAN MORRIS
PSI EXAMS	8003671565	BENJAMIN KURTZ
PSI EXAMS	8003671565	SCOTT MOORE
PSI EXAMS	8003671565	BEN HIBL
PSI EXAMS	8003671565	BENJAMIN KURTZ
PSI EXAMS	8003671565	BEN HIBL
PSI EXAMS	8003671565	RYAN MORRIS
PSI EXAMS	8003671565	MIKE MILLER
PSI EXAMS	8003671565	MIKE MILLER
PST*CLUB PROPHET	AUBURN	DAVID BARIL
PUKKA INC	SAGECC@PUKKAI	DAVID DEAN
PURAQUA PRODUCTS, INC	803-9807100	DANIEL BIDLEMEN
PY *KACEY PHILLIPS LL	SCOTTSDALE	JESSE DEGRAW
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG
PY *STORQUEST-LOUISVIL	LOUISVILLE	GIGI YANG
PET SCOOP	DENVER	ABBY MCNEAL
PRIME VIDEO *Z50ZS06H0	888-802-3080	KATIE BEASLEY
QDOBA 2526 ONLINE	720-890-7877	LIGEA FERRARO
REMARKABLE	OSLO	CAMERON FOWLKES
RENAISSANCE HOTELS	PALM SPRINGS	ABBY MCNEAL
RMWEA	3037480321	GREG VENETTE

ROCKY MOUNTAIN AIR SOL	DENVER	DAVID DEAN
ROCKY MOUNTAIN AIR SOL	DENVER	DAVID DEAN
ROCKY MTN RANGER ASSOC	DENVER	BENJAMIN WHITE-PATARINO
SAFEWAY #2812	LOUISVILLE	LANA FAUVER
SAFEWAY #2812	LOUISVILLE	KATIE BEASLEY
SAFEWAY #2812	LOUISVILLE	KATHY MARTIN
SALT LAKE WHOLESALE SP	SALT LAKE CTY	SARA PECK
SAMEDAY OFFICE SUPPLY	303-7902777	KELLY THARP
SAMEDAY OFFICE SUPPLY	303-7902777	KELLY THARP
SAMEDAY OFFICE SUPPLY	303-7902777	LIGEA FERRARO
SAMEDAY OFFICE SUPPLY	303-7902777	KELLY THARP
SHAMROCK FSW 575 LOUIS	LOUISVILLE	PATRICIA MORGAN
SHAMROCK FSW 575 LOUIS	LOUISVILLE	KELLY THARP
SIP.US	ALPHARETTA	GREG VENETTE
SITEGROUND HOSTING	ALEXANDRIA	KAYLA CORCELLI
SITEONE LANDSCAPE SUPP	BROOMFIELD	AARON GRANT
SITEONE LANDSCAPE SUPP	BROOMFIELD	JILL MUNIZ
SMS STORETRAFFIC	ST-JEAN-SUR-R	JILL SIEWERT
SNAP-ON TOOLS CO629128	262-656-8721	MASON THOMPSON
SNARFS SANDWICHES 34	LOUISVILLE	GIGI YANG
SOCIETYFORHUMANRESOURC	ALEXANDRIA	ROBIN BROOKHART
SOUTHWEST AIRLINES	800-435-9792	RAFAEL GUTIERREZ
SP 1-800-STENCIL	BOYNE CITY	JACOB MARINKOVICH
SP BARONBARCLAY BRIDGE	LOUISVILLE	KATIE BEASLEY
SP COMMERCIALDOORHAR	WEST BABYLON	KEVIN FREY
SP SIGNS BY SIGNWAYS	LITTLE ROCK	JACOB MARINKOVICH
SP SWIMOUTLET.COM	CAMPBELL	DANNY WEIONSTOCK
SQ *B.O.B.S. DINER	LOUISVILLE	VICKIE ILKO
SQ *EMBERS LIVING	WESTMINSTER	ANDY ELLIS
SQ *ENVIRONMENTAL FORE	GOSQ.COM	GREG VENETTE
SQ *PICA'S LOUISVILLE	LOUISVILLE	MIKE MILLER
SQ *ROADSAFE TRAFFIC S	CENTENNIAL	SHANE MAHAN
SQ *TRAVEL BERKELEY SP	GOSQ.COM	TREVOR DEPEW
STAPLS7647598310000002	877-8267755	JILL SIEWERT
STAPLS7649918998000002	877-8267755	JILL SIEWERT
STERICYCLE INC/SHRED-I	BANNOCKBURN	TANYA SCOTT
STERICYCLE INC/SHRED-I	BANNOCKBURN	MEREDYTH MUTH
STERICYCLE INC/SHRED-I	BANNOCKBURN	LESLIE RINGER
STERICYCLE INC/SHRED-I	BANNOCKBURN	SARA PECK
SWANK MOTION PICTURES	SAINT LOUIS	JILL SIEWERT
SCHOLASTIC, INC.	JEFFERSONCITY	LANA FAUVER
STAPLES INC	STAPLES.COM	KELLY THARP
STAPLES INC	STAPLES.COM	KAYLA CORCELLI
TARGET 00017699	SUPERIOR	NATHANIEL GOECKNER
TARGET 00017699	SUPERIOR	LANA FAUVER
TARGET 00019281	BROOMFIELD	LANA FAUVER
THE FLAMINGO HOTELS	LAS VEGAS	SARA PECK

THE FLAMINGO HOTELS	LAS VEGAS	SARA PECK
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN
THE HOME DEPOT #1506	LOUISVILLE	KEVIN FREY
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON
THE HOME DEPOT #1506	LOUISVILLE	JILL MUNIZ
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW ROWE
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER
THE HOME DEPOT #1506	LOUISVILLE	BRIAN SCHMID
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	BILL VALENCIA
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN
THE HOME DEPOT #1506	LOUISVILLE	JEFF ROBISON
THE HOME DEPOT #1506	LOUISVILLE	AARON GRANT
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	MARC MORTON
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	VINCENT WRAY
THE HOME DEPOT #1506	LOUISVILLE	VINCENT WRAY
THE HOME DEPOT #1506	LOUISVILLE	DANIEL BIDLEMEN
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER
THE HOME DEPOT #1506	LOUISVILLE	RICHARD RESENDEZ
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	JOSEPH CAMPANA
THE HOME DEPOT #1506	LOUISVILLE	CATHERINE JEPSON
THE HOME DEPOT #1506	LOUISVILLE	MATT ISABELL
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES
THE HOME DEPOT #1506	LOUISVILLE	PAUL BORTH

THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET
THE HOME DEPOT #1506	LOUISVILLE	MARC MORTON
THE HOME DEPOT #1506	LOUISVILLE	DANIEL SALAS ROBLES
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	JESSE DEGRAW
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	THOMAS CZAJKA
THE HOME DEPOT #1506	LOUISVILLE	VINCENT WRAY
THE HOME DEPOT #1506	LOUISVILLE	JEFF OWENS
THE HOME DEPOT #1506	LOUISVILLE	SHANE MAHAN
THE HOME DEPOT #1506	LOUISVILLE	DAVID DEAN
THE HOME DEPOT #1506	LOUISVILLE	JACOB MARINKOVICH
THE HOME DEPOT #1506	LOUISVILLE	KERRY KRAMER
THE HOME DEPOT #1506	LOUISVILLE	JEFFREY ROBINET
THE HOME DEPOT #1506	LOUISVILLE	JACK MANIAN
THE HOME DEPOT #1506	LOUISVILLE	MATTHEW RILEY
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	ANDY ELLIS
THE HOME DEPOT #1506	LOUISVILLE	GEOFFREY KOZLOWSKI
THE HOME DEPOT #1506	LOUISVILLE	VICKIE ILKO
THE HOME DEPOT #1506	LOUISVILLE	GIGI YANG
THE HOME DEPOT #1506	LOUISVILLE	NORMAN MERLO
THE HOME DEPOT #1506	LOUISVILLE	BILL VALENCIA
THE WEBSTAURANT STORE	LANCASTER	JOHN ZAMORA
TOSHIBA BUSINESS SOLUT	801-5563471	LIGEA FERRARO
TRACTOR SUPPLY #2105	LAFAYETTE	VICKIE ILKO
TRACTOR SUPPLY #2105	LAFAYETTE	VICKIE ILKO
TRELLO.COM* ATLASSIAN	NEW YORK	MINDY OLKJER
TST* MUDROCK'S TAP & T	LOUISVILLE	MARLA OLSON
TST*BUSABA THAI	LOUISVILLE	LIGEA FERRARO
TST*THE HUCKLEBERRY	LOUISVILLE	HANNAH MILLER
TST*THE HUCKLEBERRY	LOUISVILLE	PATRICIA MORGAN
TST*VERDE - LOUISVILLE	LOUISVILLE	TREVOR DEPEW
TST*WATERLOO	LOUISVILLE	MINDY OLKJER
TRANSPARENT INFORMATIO	3032178747	LESLIE RINGER
UNITED AIRLINES	UNITED.COM	ERIK SWIATEK
UNITED AIRLINES	HOUSTON	ERIK SWIATEK
UNITED AIRLINES	UNITED.COM	NORMAN MERLO
URISA	DES PLAINES	AILEEN PROFIR
USABLUEBOOK	ATLANTA	TANNER THORSON
USABLUEBOOK	ATLANTA	BENJAMIN FRANCISCO
USABLUEBOOK	ATLANTA	TANNER THORSON
USO*ECO PROMOTIONAL PR	LIBERTYVILLE	KIANA FREEMAN
VZWRLSS*PRPAY AUTOPAY	888-294-6804	MINDY OLKJER
WAL-MART #1045	LAFAYETTE	KAYLA CORCELLI
WALGREENS #7006	SUPERIOR	JESSE DEGRAW

WESTERN PAPER DISTRIBU	DENVER	DAVID DEAN
WHENTOWORK INC	SAN ANGELO	KRISTEN BODINE
WHITESIDES BOOTS AND C	BRIGHTON	SHANE MAHAN
WM SUPERCENTER #2223	WESTMINSTER	LANA FAUVER
WM SUPERCENTER #5341	BROOMFIELD	LINDSEY WITTY
WWW.APWA.NET	KANSAS CITY	MINDY OLKJER
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT
XEROX BUSINESS SOLUTIO	PAYMYINVOICE@	TANYA SCOTT
EBAY O*08-12612-74482	SAN JOSE	KEVIN FREY
EBAY O*19-12504-56595	SAN JOSE	DAVID BARIL
EBAY O*24-12537-31016	SAN JOSE	DAVID BARIL
EBAY O*27-12495-54674	SAN JOSE	DAVID BARIL
FNBO - FEE	LOUISVILLE	DARRICK LAYTON

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DEPARTMENT	TRANS DATE	AMOUNT
PARKS	12/26/2024	561.05
PARKS	01/09/2025	300.00
GOLF COURSE	01/18/2025	25.84
GOLF COURSE	01/12/2025	76.99
REC CENTER	01/12/2025	45.00
POLICE	12/30/2024	1,980.90
PUBLIC WORKS	01/08/2025	31.12
CITY MANAGER	01/01/2025	79.99
POLICE	01/16/2025	150.00
LIBRARY	01/17/2025	25.00
POLICE	01/14/2025	125.08
OPERATIONS	01/02/2025	125.00
GOLF COURSE	01/06/2025	88.00
GOLF COURSE	01/13/2025	611.76
REC CENTER	12/23/2024	341.99
REC CENTER	12/30/2024	21.73
REC CENTER	12/20/2024	21.73
LIBRARY	12/20/2024	125.85
PUBLIC WORKS	01/11/2025	8.83
OPERATIONS	01/12/2025	19.80
REC CENTER	01/14/2025	8.95
OPERATIONS	01/12/2025	17.50
WATER	01/21/2025	417.70
REC CENTER	01/13/2025	112.13
REC CENTER	01/08/2025	388.88
CITY MANAGER	01/17/2025	213.91
REC CENTER	01/09/2025	119.96
REC CENTER	01/13/2025	18.99
LIBRARY	01/09/2025	10.99
CITY MANAGER	01/18/2025	34.99
FACILITIES	01/14/2025	16.88
PARKS	01/07/2025	50.99
WATER	01/16/2025	64.88
PUBLIC WORKS	01/15/2025	19.95
PUBLIC WORKS	01/12/2025	50.93
REC CENTER	01/10/2025	30.29
REC CENTER	12/27/2024	25.99
OPERATIONS	12/22/2024	11.98
OPERATIONS	12/27/2024	9.99
PARKS	12/21/2024	31.97
REC CENTER	12/21/2024	148.98
CITY MANAGER	01/19/2025	62.53

WASTEWATER	01/05/2025	16.89
REC CENTER	01/05/2025	50.94
REC CENTER	01/03/2025	351.50
FACILITIES	01/07/2025	26.95
FACILITIES	01/15/2025	18.95
OPERATIONS	01/05/2025	30.99
LIBRARY	01/02/2025	6.99
FACILITIES	01/16/2025	6.99
PUBLIC WORKS	01/05/2025	21.07
REC CENTER	01/11/2025	26.98
LIBRARY	01/09/2025	35.98
WASTEWATER	12/30/2024	96.45
REC CENTER	12/26/2024	88.98
PUBLIC WORKS	12/23/2024	449.72
OPERATIONS	12/27/2024	27.99
REC CENTER	12/27/2024	313.07
REC CENTER	01/21/2025	8.09
REC CENTER	01/22/2025	423.30
REC CENTER	01/14/2025	102.04
FACILITIES	01/14/2025	25.98
REC CENTER	01/17/2025	60.78
FACILITIES	01/07/2025	6.99
PUBLIC WORKS	01/08/2025	6.99
PUBLIC WORKS	01/05/2025	16.99
IT	01/03/2025	99.96
REC CENTER	01/05/2025	111.04
REC CENTER	01/02/2025	25.99
POLICE	01/14/2025	56.81
REC CENTER	01/15/2025	205.60
WASTEWATER	01/13/2025	81.14
FINANCE	01/15/2025	37.99
REC CENTER	01/09/2025	26.99
WASTEWATER	01/17/2025	69.99
REC CENTER	01/17/2025	51.97
REC CENTER	01/15/2025	221.63
CITY MANAGER	01/10/2025	7.91
REC CENTER	12/26/2024	17.99
POLICE	12/23/2024	259.90
POLICE	12/20/2024	167.40
POLICE	12/20/2024	454.38
REC CENTER	12/22/2024	109.50
REC CENTER	12/21/2024	13.98
PARKS	12/27/2024	10.95
WASTEWATER	12/21/2024	34.44
WATER	12/21/2024	84.00
WASTEWATER	12/20/2024	7.98
WASTEWATER	12/26/2024	15.69

POLICE	01/21/2025	14.53
LIBRARY	01/20/2025	15.73
WASTEWATER	01/22/2025	496.73
LIBRARY	01/07/2025	224.54
LIBRARY	01/06/2025	85.41
POLICE	01/07/2025	149.14
LIBRARY	01/13/2025	71.84
REC CENTER	01/10/2025	33.90
HUMAN RESOURCES	01/03/2025	53.32
LIBRARY	01/15/2025	22.37
OPERATIONS	01/16/2025	40.39
LIBRARY	01/07/2025	16.14
FINANCE	12/29/2024	25.70
WATER	12/21/2024	179.63
OPERATIONS	12/29/2024	52.59
SALES TAX	01/13/2025	19.08
WASTEWATER	01/22/2025	19.00
LIBRARY	01/15/2025	56.64
POLICE	01/14/2025	9.98
OPERATIONS	01/16/2025	14.99
LIBRARY	01/22/2025	19.33
POLICE	01/14/2025	17.89
LIBRARY	12/29/2024	65.13
POLICE	01/08/2025	6.36
PLANNING	12/29/2024	129.92
POLICE	01/07/2025	676.12
FINANCE	01/08/2025	19.55
HUMAN RESOURCES	01/15/2025	15.19
HUMAN RESOURCES	01/15/2025	6.45
LIBRARY	01/08/2025	16.99
OPERATIONS	01/09/2025	219.99
WATER	01/13/2025	999.75
FACILITIES	12/20/2024	37.04
REC CENTER	12/22/2024	37.98
FACILITIES	01/07/2025	113.12
REC CENTER	01/14/2025	2.52
REC CENTER	01/10/2025	243.78
PARKS	01/04/2025	27.20
REC CENTER	12/30/2024	75.42
REC CENTER	12/26/2024	147.98
REC CENTER	01/03/2025	36.78
REC CENTER	01/14/2025	18.48
REC CENTER	01/15/2025	37.86
FACILITIES	01/08/2025	536.00
LIBRARY	12/31/2024	47.40
REC CENTER	01/04/2025	44.86
WATER	01/10/2025	179.99

WATER	12/20/2024	2,239.00
LIBRARY	01/11/2025	18.59
REC CENTER	01/14/2025	45.79
OPERATIONS	01/18/2025	23.90
POLICE	01/07/2025	72.05
WASTEWATER	01/18/2025	33.32
CITY MANAGER	01/18/2025	33.24
GOLF COURSE	12/26/2024	12.49
POLICE	12/20/2024	247.48
WASTEWATER	12/20/2024	32.49
REC CENTER	12/24/2024	161.88
REC CENTER	01/21/2025	281.75
REC CENTER	01/21/2025	239.50
CITY MANAGER	01/09/2025	30.86
PUBLIC WORKS	01/04/2025	108.14
PARKS	01/09/2025	1,240.71
POLICE	01/08/2025	26.13
CITY MANAGER	01/09/2025	134.84
POLICE	01/10/2025	15.00
PUBLIC WORKS	01/08/2025	72.99
WASTEWATER	12/27/2024	14.98
WASTEWATER	12/26/2024	109.90
REC CENTER	01/14/2025	18.96
PLANNING	01/16/2025	58.48
POLICE	01/06/2025	39.99
POLICE	01/08/2025	26.12
POLICE	01/09/2025	42.63
REC CENTER	01/08/2025	92.58
REC CENTER	01/18/2025	1,479.00
PUBLIC WORKS	01/02/2025	80.00
HUMAN RESOURCES	01/14/2025	16.49
LIBRARY	01/16/2025	11.80
OPERATIONS	01/17/2025	32.72
POLICE	01/14/2025	28.49
LIBRARY	01/10/2025	98.82
SALES TAX	01/13/2025	9.62
FINANCE	01/15/2025	59.36
LIBRARY	01/07/2025	15.99
LIBRARY	01/11/2025	236.80
HUMAN RESOURCES	12/21/2024	33.99
POLICE	01/07/2025	27.26
HUMAN RESOURCES	01/02/2025	23.82
POLICE	01/09/2025	109.14
REC CENTER	01/13/2025	8.58
POLICE	01/07/2025	54.47
GOLF COURSE	01/12/2025	50.98
HUMAN RESOURCES	12/27/2024	29.99

IT	12/30/2024	77.40
LIBRARY	12/27/2024	13.98
LIBRARY	01/02/2025	16.77
REC CENTER	01/14/2025	28.48
LIBRARY	01/16/2025	15.47
WASTEWATER	01/16/2025	59.08
LIBRARY	01/03/2025	15.05
POLICE	01/08/2025	69.99
HUMAN RESOURCES	12/30/2024	16.49
IT	12/30/2024	25.80
POLICE	01/06/2025	17.90
FINANCE	01/07/2025	779.00
PUBLIC WORKS	01/14/2025	62.55
IT	01/08/2025	8.85
PLANNING	01/12/2025	13.00
OPERATIONS	01/02/2025	144.95
WATER	12/29/2024	39.98
BUILDING SAFETY	01/18/2025	244.98
OPERATIONS	01/15/2025	166.49
OPERATIONS	01/15/2025	179.99
OPERATIONS	01/11/2025	144.99
OPERATIONS	01/10/2025	150.29
OPERATIONS	01/08/2025	211.48
OPERATIONS	01/08/2025	225.00
OPERATIONS	01/08/2025	157.49
PLANNING	01/17/2025	273.42
LIBRARY	12/28/2024	19.95
LIBRARY	01/15/2025	63.01
GOLF COURSE	01/06/2025	475.00
GOLF COURSE	12/31/2024	475.00
OPERATIONS	01/21/2025	21.60
PARKS	12/26/2024	95.00
POLICE	12/22/2024	1,802.06
BUILDING SAFETY	12/30/2024	225.00
POLICE	01/16/2025	110.00
OPERATIONS	01/17/2025	170.96
POLICE	01/08/2025	114.34
GOLF COURSE	01/17/2025	576.00
PARKS	01/21/2025	49.38
REC CENTER	01/08/2025	60.49
PARKS	01/06/2025	42.88
FINANCE	12/24/2024	1,050.98
PUBLIC WORKS	01/16/2025	59.91
REC CENTER	01/16/2025	100.00
REC CENTER	01/01/2025	149.00
FINANCE	01/21/2025	7,504.30
OPERATIONS	01/07/2025	14.35

REC CENTER	01/06/2025	25.00
REC CENTER	01/07/2025	34.00
GOLF COURSE	01/16/2025	70.07
PARKS	01/10/2025	5.00
GOLF COURSE	01/11/2025	111.10
GOLF COURSE	01/11/2025	29.54
PARKS	01/10/2025	4.59
GOLF COURSE	01/06/2025	70.79
PARKS	12/30/2024	7.99
OPERATIONS	12/23/2024	19.98
WATER	01/10/2025	50.00
OPERATIONS	01/03/2025	50.00
OPERATIONS	12/31/2024	85.00
PARKS	01/07/2025	201.25
PARKS	01/07/2025	201.25
PARKS	01/07/2025	241.79
OPERATIONS	01/09/2025	250.00
BUILDING SAFETY	01/04/2025	465.30
PLANNING	01/01/2025	372.24
PLANNING	01/01/2025	465.30
BUILDING SAFETY	12/26/2024	465.30
PLANNING	12/26/2024	279.18
POLICE	01/18/2025	25.00
LIBRARY	01/13/2025	111.95
POLICE	01/13/2025	49.95
HUMAN RESOURCES	01/07/2025	455.90
PARKS	12/28/2024	458.63
LIBRARY	01/14/2025	129.89
GOLF COURSE	01/03/2025	246.12
CITY MANAGER	12/20/2024	100.00
GOLF COURSE	01/18/2025	58.36
POLICE	12/23/2024	170.33
POLICE	01/07/2025	52.00
POLICE	01/07/2025	52.00
POLICE	01/07/2025	52.00
POLICE	01/05/2025	65.00
POLICE	12/31/2024	2,118.43
POLICE	12/30/2024	99.00
POLICE	01/03/2025	119.99
REC CENTER	01/07/2025	572.57
WASTEWATER	01/21/2025	1,310.81
WASTEWATER	01/15/2025	129.48
OPERATIONS	01/16/2025	217.41
LIBRARY	12/30/2024	1,300.00
REC CENTER	01/16/2025	19.54
REC CENTER	01/15/2025	632.04
REC CENTER	01/14/2025	7.50

REC CENTER	01/11/2025	72.50
LIBRARY	01/03/2025	7.61
FINANCE	12/26/2024	152.85
HUMAN RESOURCES	01/17/2025	52.80
PUBLIC WORKS	01/09/2025	163.79
CITY MANAGER	01/15/2025	441.70
OPERATIONS	01/21/2025	48.70
OPERATIONS	01/13/2025	122.28
OPERATIONS	01/03/2025	91.81
PLANNING	01/17/2025	240.29
PLANNING	01/15/2025	86.57
PLANNING	12/21/2024	60.29
POLICE	01/21/2025	109.72
POLICE	01/21/2025	39.74
LIBRARY	01/17/2025	254.90
WATER	01/13/2025	136.84
GOLF COURSE	01/13/2025	247.00
WATER	01/21/2025	1,372.26
GOLF COURSE	01/18/2025	13.08
GOLF COURSE	01/02/2025	200.00
GOLF COURSE	01/02/2025	190.00
IT	12/27/2024	95.00
LIBRARY	01/07/2025	260.00
LIBRARY	01/06/2025	260.00
GOLF COURSE	01/03/2025	1,395.00
GOLF COURSE	01/03/2025	1,395.00
GOLF COURSE	01/02/2025	240.00
GOLF COURSE	01/02/2025	465.00
POLICE	01/21/2025	94.00
WASTEWATER	01/17/2025	161.92
GOLF COURSE	01/16/2025	119.61
GOLF COURSE	01/16/2025	124.94
GOLF COURSE	01/13/2025	565.35
WASTEWATER	01/09/2025	581.74
WATER	12/27/2024	5.13
WATER	12/27/2024	18.20
GOLF COURSE	12/26/2024	64.15
GOLF COURSE	12/23/2024	29.23
POLICE	12/20/2024	914.40
REC CENTER	01/06/2025	811.43
REC CENTER	01/03/2025	851.40
REC CENTER	01/02/2025	529.70
WASTEWATER	12/31/2024	72.19
WASTEWATER	12/23/2024	226.82
WATER	01/17/2025	83.35
WASTEWATER	12/27/2024	467.44
REC CENTER	01/17/2025	1,234.00

PARKS	01/15/2025	54.37
REC CENTER	12/19/2024	730.00
FACILITIES	12/21/2024	162.00
LIBRARY	01/13/2025	19.60
REC CENTER	12/31/2024	319.50
LIBRARY	01/03/2025	373.10
CITY CLERK	01/20/2025	40.00
CITY MANAGER	01/21/2025	45.00
CITY MANAGER	01/14/2025	45.00
CITY MANAGER	01/14/2025	90.00
CITY MANAGER	01/09/2025	107.34
CITY MANAGER	12/19/2024	410.58
PLANNING	01/01/2025	240.00
BUILDING SAFETY	12/31/2024	1,820.00
OPERATIONS	01/16/2025	2.68
OPERATIONS	12/19/2024	126.90
WATER	01/20/2025	153.02
OPERATIONS	01/15/2025	165.77
GOLF COURSE	01/11/2025	52.97
OPERATIONS	01/09/2025	144.50
CITY MANAGER	01/14/2025	127.65
REC CENTER	01/13/2025	215.68
REC CENTER	01/09/2025	42.24
POLICE	01/08/2025	45.56
POLICE	01/08/2025	28.29
CITY MANAGER	01/06/2025	5.98
CITY MANAGER	01/02/2025	44.92
REC CENTER	12/31/2024	292.17
REC CENTER	01/07/2025	5.00
REC CENTER	12/20/2024	59.07
CITY MANAGER	01/08/2025	51.48
CITY MANAGER	01/16/2025	1,448.50
REC CENTER	01/14/2025	401.00
POLICE	12/09/2024	2,232.94
FACILITIES	01/15/2025	983.20
PARKS	12/23/2024	59.93
HUMAN RESOURCES	01/03/2025	150.00
WATER	01/04/2025	11.88
REC CENTER	12/31/2024	220.88
GOLF COURSE	12/29/2024	96.00
LIBRARY	01/10/2025	58.28
FACILITIES	01/21/2025	97.36
CITY MANAGER	01/06/2025	9.36
FINANCE	12/27/2024	2,168.33
FINANCE	12/27/2024	505.40
PARKS	01/10/2025	10.96
PARKS	01/10/2025	18.53

PARKS	01/10/2025	10.96
PARKS	01/10/2025	.97
PARKS	01/10/2025	.97
PUBLIC WORKS	01/09/2025	824.00
WASTEWATER	01/09/2025	2,248.50
POLICE	01/08/2025	2,220.22
OPERATIONS	01/17/2025	137.73
OPERATIONS	01/08/2025	125.44
OPERATIONS	01/06/2025	123.14
OPERATIONS	01/03/2025	119.88
GOLF COURSE	01/20/2025	465.43
GOLF COURSE	01/02/2025	5.41
GOLF COURSE	01/20/2025	32.99
IT	01/14/2025	369.73
GOLF COURSE	01/14/2025	20.00
PUBLIC WORKS	01/03/2025	20.00
GOLF COURSE	01/21/2025	2,292.60
LIBRARY	01/10/2025	12.99
LIBRARY	12/30/2024	12.99
REC CENTER	12/21/2024	184.22
OPERATIONS	01/13/2025	296.20
FINANCE	01/02/2025	59.95
FINANCE	01/02/2025	19.95
FINANCE	01/14/2025	3,271.84
OPERATIONS	01/14/2025	991.97
CITY MANAGER	12/23/2024	15.00
POLICE	01/08/2025	175.00
POLICE	01/08/2025	175.00
POLICE	01/08/2025	175.00
POLICE	01/04/2025	175.00
POLICE	01/04/2025	175.00
POLICE	01/02/2025	175.00
POLICE	01/02/2025	175.00
POLICE	12/30/2024	175.00
POLICE	12/30/2024	175.00
GOLF COURSE	01/02/2025	762.27
GOLF COURSE	01/17/2025	1,108.56
REC CENTER	01/07/2025	477.31
REC CENTER	01/16/2025	385.63
LIBRARY	01/09/2025	641.00
LIBRARY	12/30/2024	502.00
PARKS	01/02/2025	486.00
REC CENTER	01/16/2025	6.53
CITY MANAGER	01/08/2025	288.50
PUBLIC WORKS	01/06/2025	31.63
PARKS	01/15/2025	661.68
WATER	01/10/2025	35.00

GOLF COURSE	01/21/2025	547.00
GOLF COURSE	01/21/2025	164.59
PARKS	01/15/2025	150.00
REC CENTER	01/08/2025	21.96
REC CENTER	12/27/2024	141.53
REC CENTER	12/20/2024	17.56
POLICE	01/02/2025	2,170.00
OPERATIONS	01/17/2025	78.56
OPERATIONS	01/17/2025	235.75
CITY MANAGER	01/08/2025	422.80
OPERATIONS	12/20/2024	12.63
REC CENTER	01/16/2025	7.29
OPERATIONS	01/07/2025	37.98
WATER	01/09/2025	31.32
PARKS	01/14/2025	215.88
PARKS	01/21/2025	424.83
PARKS	12/23/2024	619.61
LIBRARY	12/30/2024	673.20
OPERATIONS	12/26/2024	61.00
LIBRARY	01/08/2025	79.37
HUMAN RESOURCES	01/02/2025	264.00
POLICE	01/04/2025	203.60
PARKS	01/17/2025	50.00
REC CENTER	01/02/2025	249.55
FACILITIES	01/10/2025	870.89
PARKS	01/21/2025	27.99
REC CENTER	01/08/2025	129.60
OPERATIONS	01/18/2025	130.98
PARKS	01/08/2025	799.00
WATER	01/14/2025	1,497.85
POLICE	01/08/2025	319.20
OPERATIONS	01/13/2025	1,230.00
WATER	01/17/2025	45.00
LIBRARY	12/28/2024	7.49
LIBRARY	01/18/2025	365.73
FINANCE	01/06/2025	34.65
CITY MANAGER	01/03/2025	30.00
HUMAN RESOURCES	01/02/2025	30.00
POLICE	12/27/2024	212.36
LIBRARY	01/02/2025	693.00
REC CENTER	01/16/2025	27.35
OPERATIONS	01/18/2025	93.98
PARKS	01/04/2025	52.67
PARKS	01/14/2025	11.99
REC CENTER	01/09/2025	24.00
REC CENTER	01/09/2025	12.00
POLICE	01/07/2025	185.94

POLICE	01/07/2025	185.94
REC CENTER	01/19/2025	16.87
FACILITIES	01/16/2025	148.98
GOLF COURSE	01/16/2025	52.70
OPERATIONS	01/16/2025	99.68
FACILITIES	01/17/2025	21.00
PARKS	01/16/2025	227.70
OPERATIONS	01/17/2025	43.95
PARKS	01/15/2025	43.60
FACILITIES	01/15/2025	7.16
PARKS	01/15/2025	57.91
REC CENTER	01/15/2025	21.97
OPERATIONS	01/15/2025	328.50
FACILITIES	01/15/2025	14.70
PARKS	01/15/2025	79.85
FACILITIES	01/14/2025	72.87
GOLF COURSE	01/14/2025	114.05
FACILITIES	01/14/2025	331.39
FACILITIES	01/13/2025	49.76
PARKS	01/10/2025	88.75
OPERATIONS	01/09/2025	33.94
PARKS	01/10/2025	30.84
PARKS	01/09/2025	16.83
WASTEWATER	01/10/2025	152.06
PARKS	01/10/2025	136.08
PARKS	01/09/2025	438.71
OPERATIONS	01/10/2025	20.74
FACILITIES	01/09/2025	13.75
PARKS	01/10/2025	57.43
PARKS	01/08/2025	14.24
PARKS	01/08/2025	55.93
GOLF COURSE	01/07/2025	147.81
REC CENTER	01/07/2025	20.33
GOLF COURSE	01/07/2025	40.71
WATER	01/06/2025	263.83
WATER	01/06/2025	70.00
REC CENTER	01/06/2025	83.20
GOLF COURSE	01/06/2025	202.74
GOLF COURSE	01/06/2025	24.92
PARKS	01/02/2025	5.50
OPERATIONS	01/03/2025	218.92
PARKS	01/02/2025	23.84
OPERATIONS	01/02/2025	50.82
PARKS	01/02/2025	24.98
PARKS	01/02/2025	134.75
PARKS	01/02/2025	39.96
REC CENTER	12/31/2024	107.27

OPERATIONS	12/30/2024	86.81
PARKS	12/31/2024	188.28
PARKS	12/31/2024	13.97
GOLF COURSE	12/31/2024	15.93
PARKS	12/30/2024	70.52
REC CENTER	12/30/2024	139.96
GOLF COURSE	12/31/2024	6.69
OPERATIONS	12/31/2024	13.24
WATER	12/29/2024	258.67
WATER	12/28/2024	47.85
OPERATIONS	12/27/2024	17.97
GOLF COURSE	12/27/2024	17.74
PARKS	12/27/2024	31.47
PARKS	12/26/2024	7.22
OPERATIONS	12/23/2024	65.80
OPERATIONS	12/23/2024	62.80
IT	12/19/2024	20.28
PARKS	12/19/2024	59.52
PARKS	12/19/2024	99.94
PARKS	12/20/2024	59.92
OPERATIONS	12/19/2024	73.17
LIBRARY	12/21/2024	14.97
GOLF COURSE	12/19/2024	8.98
WASTEWATER	12/20/2024	157.14
LIBRARY	12/27/2024	418.61
CITY MANAGER	01/13/2025	209.71
OPERATIONS	01/06/2025	7.98
OPERATIONS	01/02/2025	11.24
PUBLIC WORKS	12/27/2024	108.00
PARKS	01/09/2025	97.45
CITY MANAGER	01/07/2025	191.11
CITY MANAGER	01/09/2025	22.88
REC CENTER	01/08/2025	482.48
WATER	01/10/2025	77.34
PUBLIC WORKS	01/13/2025	152.10
HUMAN RESOURCES	01/06/2025	311.10
PARKS	01/17/2025	40.00
PARKS	01/12/2025	40.00
GOLF COURSE	01/06/2025	306.96
IT	12/20/2024	195.00
WASTEWATER	01/19/2025	123.07
OPERATIONS	01/19/2025	1,199.56
WASTEWATER	01/08/2025	326.83
CITY MANAGER	12/30/2024	608.90
PUBLIC WORKS	01/08/2025	20.00
PARKS	01/02/2025	22.32
REC CENTER	01/16/2025	23.04

GOLF COURSE	12/27/2024	55.75
LIBRARY	12/27/2024	650.00
OPERATIONS	01/08/2025	194.99
REC CENTER	01/02/2025	99.11
REC CENTER	12/30/2024	81.32
PUBLIC WORKS	01/03/2025	795.00
FINANCE	12/30/2024	109.73
FINANCE	12/27/2024	1,239.31
FINANCE	12/27/2024	1,246.69
FACILITIES	01/21/2025	379.58
GOLF COURSE	12/29/2024	43.86
GOLF COURSE	01/04/2025	14.23
GOLF COURSE	12/29/2024	54.72
PARKS	12/27/2024	35.00
		128,938.07
	L. Hoffman	323.32
	G.Cross	76.00
	K. Kowar	31.43
	1/22/2025	-16,426.77
	1/22/25 Diff	-101.29
		112,840.76

CITY OF LOUISVILLE
EXPENDITURE APPROVALS $25,000.00 - $99,999.99
JANUARY 2025

DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
1/21/2025	***2025018***	***Acushnet Company***	***Resale Merchandise***	***$25,000.00***
			Titleist products for the Coal Creek Golf Shop .	
1/21/2025	***2025015***	***Huber Technology, Inc.***	***Screen Rebuilds***	***$31,000.00***
			The Wastewater Treatment Plant utilizes Huber brand fine screens that remove items such as rage, clothing, or other solids from the waste stream. If not removed, these items can damage equipment, disrupt treatment processes and impact regulatory compliance. Recently, as part of normal maintenance activities staff noticed operational issues with both units and contacted the manufacturer (Huber) to perform an inspection of both fine screens and ensure continued operations. Huber identified the lower bearings for replacement as well as several internal parts integral to proper operation of the screens.	

SUBJECT: **APPROVAL OF RESOLUTION NO. 5, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT WITH READY TO WORK, LLC FOR GENERAL LANDSCAPE AND MAINTENANCE SERVICES**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **ABBY MCNEAL, PARKS, FORESTRY, AND CEMETERY SUPERINTENDENT**

SUMMARY:
The Parks, Recreation, Open Space and Golf Department (PROS) requires supplemental staffing using the Bridge House/Ready to Work Labor program. This will be the second year of PROS using the program. The employment opportunity and training help support the Bridge House/Ready to Work goal to rebuild the trainees' lives through work.

"Ready to Work provides adults experiencing homelessness a unique opportunity to rebuild their lives through work. Our holistic approach combines three elements - paid work in a Ready to Work social enterprise, dormitory housing at a Ready to Work House, and case management support."

The staffing support provided by Bridge House/ Ready to Work help supplement busier season maintenance efforts still outstanding after our seasonal hiring. The supplemental staff will be trained by city employees on industry skills for specific project areas to support maintenance and operations at our Parks, Open Space, and Golf facilities.

FISCAL IMPACT:
The PROS Department has a 2025 budget allocation for this professional service, with a total spend amount of up to $120,000.

PROGRAM/SUB-PROGRAM IMPACT:
Supports Parks, Recreation, Open Space, and Golf general maintenance and operations programs while also collaborating with regional partners to provide high levels of service to our community.

RECOMMENDATION:
Staff recommends approval of the Resolution and Service Contract.

ATTACHMENT(S):
1. Resolution No. 5, Series 2025
2. Ready to Work Agreement

STRATEGIC PLAN IMPACT:

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

RESOLUTION NO. 5
SERIES 2025

A RESOLUTION APPROVING AN AGREEMENT WITH READY TO WORK, LLC FOR GENERAL LANDSCAPE AND MAINTENANCE SERVICES

WHEREAS, the City desires to approve an Agreement with Ready to Work, LLC for the general landscape and maintenance services in City parks, open space, and at the Coal Creek Golf Course (the "Agreement"); and

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

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

Section 1. The Agreement between the City of Louisville and Ready to Work, LLC ("Agreement"), for general landscape and maintenance services in City parks, open space, and at the Coal Creek Golf Course, a copy of which Agreement accompanies this Resolution, is hereby approved.

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

PASSED AND ADOPTED this 18th day of February 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND READY TO WORK, LLC FOR GENERAL LANDSCAPE AND MAINTENANCE SERVICES

.0 PARTIES

This AGREEMENT (this "Agreement") is made and entered into this 4th day of February 2025 (the "Effective Date"), by and between the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **READY TO WORK, LLC**, a Colorado limited liability company, hereinafter referred to as the "Contractor".

.0 RECITALS AND PURPOSE

The City desires to engage the Contractor for the purpose of providing general on-call landscape and maintenance services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor, and supplies in such quantities and of the proper quality as necessary to professionally and timely perform the Services; except, the City may authorize the Contractor to use certain City-owned tools and equipment to perform the Services, which use is subject to Section 14.0 hereof. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Service to the City.

.0 COMPENSATION

The City shall pay the Contractor 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. Services performed at hourly rates shall not exceed the rates set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 No specific task or work order under this Agreement shall be commenced until the City has in writing instructed the Contractor to commence work on a specific task, and, if requested by the City, until after a meeting of the Contractor and City representatives. The City shall have no obligation to pay the Contractor for work done without such written instructions by the City, or for work done prior to a meeting when such meeting has been requested by the City.

4.3 The Contractor shall finally complete each task and work order in a manner acceptable to the City, and in compliance with this Agreement, and on or before the specific completion deadline established by the City in writing for the specific task or work order. Prompt completion of the Services is essential to the City, and time is of the essence in all respects regarding this Agreement and the Services.

4.4 The Contractor shall submit monthly an invoice to the City for Services rendered 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 Contractor 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.

.0 PROJECT REPRESENTATION

The City designates David Dean- Golf, Abby McNeal -Parks, and Ember Brignull - Open Space, as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by the identified City representative for Golf, Parks, and Open Space and such persons' designees.

The Contractor designates Chad Carbone 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 Chad Carbone, and should such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

.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 Contractor's Services under this Agreement are on-call, and shall commence and be completed in accordance with Sections 4.2 and 4.3. Contractor 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.

.0 INSURANCE

The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor 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 interest's 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 Contractor'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 Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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.

.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 Contractor or any subcontractor of the Contractor, or any officer, employee, or agent

of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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.

.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR 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. **CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

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

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor 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.

.0 ASSIGNMENT

Contractor 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.

.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.

.0 TERMINATION

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.

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 Contractor 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 Contractor 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 USE OF CITY-OWNED EQUIPMENT; WAIVER & RELEASE

If authorized by the City's representatives, Contractor may use and operate City-owned tools and equipment (collectively, the "City Equipment") in the performance of the Services. While the City will endeavor to provide the City Equipment in good working order, it is provided "as is" with no representations or warranties, express or implied, including without limitation concerning its condition, merchantability, design, capacity, performance, material, workmanship, or fitness for any particular purpose. The City, its officers, employees, and insurers (collectively, the "Releasees") disclaim any liability whatsoever for loss, damage, or injury to Contractor, its officers, employees, or any person acting under Contractor's control (collectively, the "Releasors") as a result of any defects, latent or otherwise, in the City Equipment. Releasors waive, release, and discharge the Releasees from any and all claims, demands and actions, including attorney fees and court costs, for any injury, loss or damage of any kind arising out of or related to use of the City Equipment, whether or not caused by the act, omission, negligence or other fault of the Releasees, or by any other cause whatsoever, excepting only willful and wanton conduct.

15.0 INSPECTION AND AUDIT

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

16.0 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

17.0 ENFORCEMENT

17.1 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.

17.2 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. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.

18.0 COMPLIANCE WITH LAWS

Contractor 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.

19.0 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.

20.0 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: Abby McNeal, Parks Superintendent
749 Main Street
Louisville, Colorado 80027
E-mail: amcneal@louisvilleco.gov
Telephone: (303) 335-4774

If to the Contractor:

Ready to Work, LLC
Chad Carbone
4747 Table Mesa Drive
Boulder, CO 80305
E-mail: chad@boulderbridgehouse.org

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.

21.0 EQUAL OPPORTUNITY EMPLOYER

21.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

22.0 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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

23.0 SUBCONTRACTORS

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

24.0 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 Effective Date.

CITY OF LOUISVILLE,
a Colorado Municipal Corporation

By:_____
Christopher M. Leh, Mayor

Attest:_____
Genny Kline, Interim City Clerk

CONTRACTOR:
READY TO WORK, LLC

By: Melissa Arguello-Green
Title: CEO

Exhibit A- Scope of Services

Ready to Work, LLC ("Bridge House") shall provide a combination of landscape and maintenance services as directed by the City of Louisville designated staff in the amount not to exceed $120,000.00.

Bridge House will charge a rate of $26.32/hr. per trainee and $29.39/hr. for supervisors.

Bridge House will bill the City of Louisville monthly for actual time worked.

Work dates/hours and crew size shall be agreed upon and scheduled at least 48 hours in advance.

Ready to Work Outdoor Crew Services
list not all inclusive of services

- Parks, Golf or Open Space Projects
- Trash Removal
- Horticulture Work
- General Landscape Maintenance
- Amenity Repairs
- Graffiti Removal or General Painting

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVAL OF RESOLUTION NO. 6, SERIES 2025 – A RESOLUTION APPROVING A STRUCTURE LEASE AGREEMENT FOR WIRELESS EQUIPMENT AT THE LOUISVILLE RECREATION & SENIOR CENTER**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **ADAM BLACKMORE, PROS DIRECTOR**
KATHY MARTIN, RECREATION & SENIOR SERVICES SUPERINTENDENT

SUMMARY:
Several months ago, New Cingular Wireless PCS, LLC approached the City of Louisville Parks and Recreation Department requesting permission to install wireless communication equipment at the Louisville Recreation & Senior Center. This site aims to improve cell service as well as increase data speed to the community. The site lease agreement with Cingular Wireless PCS, LLC may be summarized as follows:

- Five (5) year term with (5) successive renewal periods subject to City's right of termination and subject to a sixty (60) day notice of termination prior to the succeeding renewal term.
- The City of Louisville will receive rent of $2,500 per month and in year 2 of the initial term and each year after the monthly rent will increase by 2% each year.
- New Cingular Wireless is required to remove all equipment and return the premises to the City of Louisville in good, usable condition upon termination of the agreement. Normal wear and tear expected.
- At New Cingular Wireless PCS, LLC sole cost and expense as necessary, a separate meter or sub-meter for electrical service and other utility charges in connection with New Cingular use and operation shall be the responsibility of New Cingular Wireless PCS, LLC.

FISCAL IMPACT:
Per the terms of this Site Lease this will generate $2,500/mo. to the City of Louisville in 2025 with stated incremental increases in following years of the agreement.

RECOMMENDATION:
Staff recommends that the City Council approve the Site Lease Agreement between New Cingular Wireless PCS, LLC and the City of Louisville and approve Resolution No. Series 2025

ATTACHMENT(S):
1. Resolution No. 6, Series 2025
2. Lease Agreement
3. Memorandum of Lease Agreement

STRATEGIC PLAN IMPACT:

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

RESOLUTION NO. 6
SERIES 2025

A RESOLUTION APPROVING A STRUCTURE LEASE AGREEMENT FOR WIRELESS EQUIPMENT AT THE LOUISVILLE RECREATION AND SENIOR CENTER

WHEREAS, pursuant to Section 3.04.130(B) of the Louisville Municipal Code, any lease of City property for a term beyond more than one fiscal year must be approved by the City Council by ordinance or resolution, as the City Council shall determine; and

WHEREAS, there has been prepared a Structure Lease Agreement between the City and New Cingular Wireless PCS, LLC for the lease of a portion of the roof and ground space at the Louisville Recreation and Senior Center for New Cingular's wireless equipment; and

WHEREAS, the City Council by this Resolution desires to approve the Structure Lease Agreement.

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

Section 1. The Structure Lease Agreement, including the Memorandum of Lease, between the City of Louisville and New Cingular Wireless PCS, LLC (the "Agreement"), a copy of which Agreement accompanies this Resolution, is hereby approved.

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

PASSED AND ADOPTED this 18th day of February, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Market: RMR
Cell Site Name: COL05398
Search Ring Name: Pine and Via Appia Way
Fixed Asset Number: 12734395

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Louisville, a Colorado municipal corporation, having a mailing address of 749 Main Street, Louisville, Colorado 80027 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 900 Via Appia Street, City of Louisville, in the County of Boulder, State of Colorado 80027 (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) approximately 300 square feet including the air space above such ground space, as described on attached **Exhibit 1,** for the placement of Tenant's Communication Facility;

(b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**");

(c) that certain space on the Structure, as generally depicted on **Exhibit 1,** measuring approximately 1,177 square feet in total, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the **"Premises."**

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. If **Exhibit 1** does not include such drawings, Tenant shall, prior to commencement of any

work on the Premises, submit plans and specifications ("**Site Plans**") for Landlord's approval, which approval shall not be unreasonably delayed, conditioned, or withheld. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Provided they are shown on **Exhibit 1** or on Site Plans approved by Landlord**,** Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Any changes to **Exhibit 1** or the Site Plans approved by Landlord must be agreed to in writing, in advance by Landlord; provided however, Tenant shall be permitted to make "**Like-for-Like Modifications"** without prior approval of Landlord. **"Like-for-Like Modifications"** means removal of all or any portion of the Tenant's equipment on or within the Premises (the **"Old Equipment"**) and replacing the same with similar and comparable equipment (collectively, the "**Replacement Equipment"**) but only so long as the Replacement Equipment does not trigger or cause: (i) additional permitting/regulatory requirements or compliance on Tenant, (ii) a material adverse effect on the structural integrity or loading of the Structure (iii) interference in contravention of Tenant's obligations under Section 8, and/or (iv) Tenant to occupy any additional space on the Property outside of the Premises. All improvements shall be at Tenant's expense.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term or unless otherwise terminated as provided herein.

(c) If Tenant occupies the Premises beyond the final Extension Term without Landlord's written consent ("**Hold Over Term**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either party upon thirty (30) days written notice to the other party. Monthly rent during the Hold Over Term shall be equal to one hundred and fifty percent (150%) of the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Five Hundred and No/100 Dollars ($2,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In year two (2) of the Initial term, and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any

charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Notwithstanding anything in this Agreement to the contrary, Tenant acknowledges and agrees that: (i) the issuance by the City of Louisville of any land use, zoning, building or other permits or approvals for Tenant's proposed use are matters subject to the regulatory authority and quasi-judicial or administrative discretion of the City of Louisville; (ii) no promise of or agreement to the issuance of such approvals and permits has been given or made by Landlord; and (iii) Tenant may not submit any application to change the zoning classification of the Property, or submit any land use or zoning permit applications for any equipment or facilities not approved by Landlord pursuant to this Agreement without first obtaining Landlord's written consent.

(c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(e) Tenant shall coordinate with Landlord in advance all access to the Property for purposes of conducting Tenant's investigations, and during such investigations Tenant shall not enter the roof or any other non-public area of the Property without being accompanied by a representative of Landlord. Tenant shall at its expense restore the surface of any areas disturbed by such investigations to the condition that existed prior to such inspection.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section

of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

(f) by Landlord upon no less than eighteen (18) months prior written notice to Tenant in the event Landlord determines to demolish, remodel, reconstruct or use all or a portion of the Property in a manner Landlord reasonably determines will be incompatible with the continuation of this Agreement, or if Landlord determines that all or a portion of the Property being used by Tenant is needed for the exclusive use of Landlord; provided, however, in such event, Landlord shall allow Tenant to place a portable communications facility on the Property, for a period of not more than twenty-four (24) months in a location reasonably acceptable to Landlord and Tenant, and provided the portable communications facility does not interfere with Landlord's demolition, remodel, reconstruction or use of the Property, in order to allow Tenant to relocate its Communication Facility.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars ($1,000,000.00) and Two Million and No/100 Dollars ($2,000,000.00) aggregate. Such policy shall be endorsed to include Landlord as an additional insured. Tenant shall provide Landlord a certificate of insurance evidencing the coverage required by this Section prior to commencement of any work on the Premises. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Tenant shall operate Tenant's Communication Facility in compliance with all applicable law, including without limitation all Federal Communications Commission ("**FCC**") requirements and all other applicable federal, state, and local laws in any manner prohibiting interference to pre-existing communications facilities.

(b) Prior to or concurrent with the execution of this Agreement, Landlord has provided, will provide, or will require its other wireless tenants to provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(c) Tenant shall not install equipment that causes interference to any equipment owned by an emergency services provider for fire, police, and other emergency response services (collectively, "**Priority Equipment"**) regardless of the date of installation. Notwithstanding anything in this Agreement to the contrary, Landlord shall not permit the installation of Priority Equipment after the Effective Date of this Agreement in a location on the Property that would be anticipated to cause interference to Tenant's Communication Facility.

(d) Landlord does not guarantee to Tenant noninterference with Tenant's Communication Facility and operations, but shall use commercially reasonable means to assist Tenant with any such interference. Tenant acknowledges that Landlord has or will in the future enter into leases or licenses with other parties for placement of their communications equipment upon the Property. Landlord agrees that any third party communications equipment installed after the date of execution of this Agreement shall not conflict or interfere with the use of Tenant's Communication Facility. **Provided, however, Tenant acknowledges and agrees that Landlord shall have no liability whatsoever for any third-party claims arising from interference with Tenant's facilities that may be caused by the use and operation of the Priority Equipment regardless of the date of installation.** In the event of any such interference at the Property, if Landlord and Tenant, or the other tenant of Landlord cannot resolve the interference in a manner consistent with this Section and in compliance with applicable laws relating to non-interference with communications facilities, then Tenant may seek any remedies available to it at law, including but not limited to an injunction, or Tenant may terminate this Agreement immediately upon written notice to Landlord. Landlord and Tenant shall work with each other and with any other tenant of Landlord

to resolve issues of interference, in the manner consistent with applicable law and as set forth in this Section. Notwithstanding the foregoing, Tenant shall at its own expense eliminate any interference Tenant is causing to the Priority Equipment without modification to such Priority Equipment. Tenant further agrees to accept such interference as may be received from the Priority Equipment, so long as such Priority Equipment is not installed in a location that is anticipated to cause interference to Tenant's equipment.

(e) If during the Term of this Agreement Landlord or Tenant find or suspect that radio frequency interference is occurring or has occurred, the following protocol shall be implemented using best efforts by both Landlord and Tenant to mitigate, resolve, and eliminate said interference: (i) within twenty-four (24) hours, each party agrees to utilize best efforts to fix and/or mitigate the interference to the satisfaction of both parties. The parties shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing; (ii) if Tenant's Communication Facility is interfering with the Priority Equipment, then Tenant shall at its own expense eliminate any interference to the Priority Equipment as provided in subsection (d); (iii) if other facilities are interfering with Tenant's equipment, then Tenant may seek any remedies available to it at law, including but not limited to an injunction, or terminate this Agreement immediately upon written notice to Landlord.

(f) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(c) The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by and 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., 10 C.R.S., as from time to time amended, or otherwise available to Landlord, its agents, or its employees.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that, to the extent of its actual knowledge: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens or mortgages, except (and subject to): those of record as of the Effective Date; matters existing or apparent on the ground; facts or matters which a complete and accurate survey would disclose; (iii)

Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises as long as Tenant is not in default beyond any applicable grace or cure period; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**. Tenant understands that this Agreement is subject to existing franchise agreements for use of the Property that pre-date this Agreement, of which Landlord has given' Tenant written notice of prior to the Effective Date of this Agreement, and subject to all easements and other interests of record applicable to the Property prior to the Effective Date of this Agreement. Tenant shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests. Landlord shall provide copies of all such franchise agreements prior to Effective Date of this Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants except as may be identified in **Exhibit 11** attached to this Agreement, (i) that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, and (ii) that to its knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify the Landlord, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from Tenant's breach of its obligations or representations under Section 11(a), except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access ("**Access**") to and over the Premises during regular business hours of the Louisville Recreation & Senior Center, or at any other

times for emergency purposes (without prior notice to or approval of Landlord) or for other activities approved in advance by Landlord, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for after-hours Access. Landlord may require that Tenant be accompanied by Landlord's personnel during any non-emergency access to the Premises. Tenant agrees to be bound by all rules and regulations associated with ingress and egress to the Property set forth in this Agreement. Landlord shall provide Tenant a copy of such access rules and regs prior to the Effective Date of this Agreement, and at least thirty (30) days prior written notice of any changes thereto; such access rules and regulations shall be equally enforced upon all users of the Property, and if there are any contradictions between the terms of this Agreement and such rules and regulations, the terms of this Agreement shall control. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing the Access rights set forth in this Agreement. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities and shall return the Premises to Landlord in good, usable condition, normal wear and tear and casualty excepted. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Without limiting the foregoing, Tenant shall, at least annually, remove any and all animal nests and waste from the Premises. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall install separate meters for utilities used on the Property by Tenant. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment

within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to terminate this Agreement in accordance with Section 6, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. If Tenant is not in default of this Agreement, Tenant will have the right without the Landlord's consent (but shall give Landlord written notice thereof within a reasonable period of time thereafter) to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, to a Tenant Affiliate or to an entity that acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization (a "**Permitted Assignment**"). The

Tenant may not otherwise assign this Agreement to any other party without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and any such assignment without consent shall be void. The Landlord may impose reasonable conditions, excepting increased rent or additional fees unrelated to curing any breach or default, upon any proposed assignment for which its prior approval is required, including but not limited to a requirement that the assignee in writing assume all of Tenant's obligations under this Agreement (an "**Assumption Agreement**"). Notwithstanding the foregoing, a Permitted Assignment shall not be conditioned upon execution of an Assumption Agreement. Upon notification to Landlord of a permitted assignment, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given as follows:

For Notices of Default to Tenant:

a. To Tenant's Lease Administration Department by email at NoticeIntake@att.com; and

b. To Tenant's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: COL05398; Cell Site Name: Pine and Via Appia Way
Fixed Asset #: 12734395
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

a. To Tenant's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site #, and Cell Site Name in the email subject line; and

b. To Landlord at:

City of Louisville
Attn: Superintendent of Recreation and Senior Services
900 Via Appia Way
Louisville, CO 80027

With a copy to:

City Attorney
749 Main Street
Louisville, CO 80027

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the

condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide prompt notice to Tenant of any casualty or other harm affecting the Property. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination as soon as reasonably practicable. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. REMOVAL OF COMMUNICATION FACILITY. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) The Property, including but not limited to the Structure, is exempt from ad valorem property taxes. Tenant shall be responsible for (i) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21, and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the

extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(e) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY. Landlord may sell the Property or a portion thereof to a third party; provided the sale is made subject to the terms of this Agreement. If the sale is not made subject to the terms of this Agreement, then the Landlord shall be in default of the terms of this Agreement unless Landlord obtains Tenant's prior written consent to relocate the Communication Facility to a mutually acceptable alternate location on the Property or on other property owned by Landlord, upon terms mutually acceptable to both parties, at Landlord's sole cost and expense. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22 to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

i. New deed to Property, Bill of Sale, and/or Transfer Agreement
ii. New IRS Form W-9
iii. Completed and Signed Tenant Payment Direction Form
iv. Full contact information for new Landlord including phone number(s)

23. RIGHT OF FIRST REFUSAL. [Intentionally omitted]

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law**. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are

numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL**. INTENTIONALLY OMITTED

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the

case may be, at no additional cost, except to the extent such fee is a legislatively adopted fee applicable to the general public. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"**LANDLORD**"

City of Louisville,
a Colorado municipal corporation

By: _____
Print Name: Christopher M. Leh
Its: Mayor
Date: _____

"**TENANT**"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

to the Structure Lease Agreement dated_____, 20____, by and between City of Louisville, a Colorado municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1, Block 1, Louisville Recreation and Senior Center Expansion. Reception no. 03632086. In Boulder County, Colorado

The Premises are described and/or depicted as follows:

Lease Site Description

Beginning at a point S.79°24'11"W., a distance of 220.21 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception no. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°21'48" East, a distance of 15.00 feet; thence South 67°38'12" West, a distance of 20.00 feet; thence North 22°21'48" West, a distance of 15.00 feet; thence North 67°38'12" East, a distance of 20.00 feet to the point of beginning.

Containing 300 square feet.

Access Easement Description

An easement 10.00 feet in width, being 5.00 feet on each side of the following described centerline:

Beginning at a point N.56°01'48"W., a distance of 118.35 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 53°28'41" West, a distance of 68.95 feet; thence South 67°38'12" West, a distance of 78.88 feet; thence Southwesterly along the arc of a curve to the left a distance of 23.56 feet having a radius of 15/00 feet a central angle of 90°00'00" and chord bearing and distance of South 22°38'12" West 21.21 feet; thence South 22°21'48" East, a distance of 20.61 feet to the point of terminus.

Power Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence North 67°38'12" East, a distance of 33.65 feet to the point of terminus.

Fiber Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

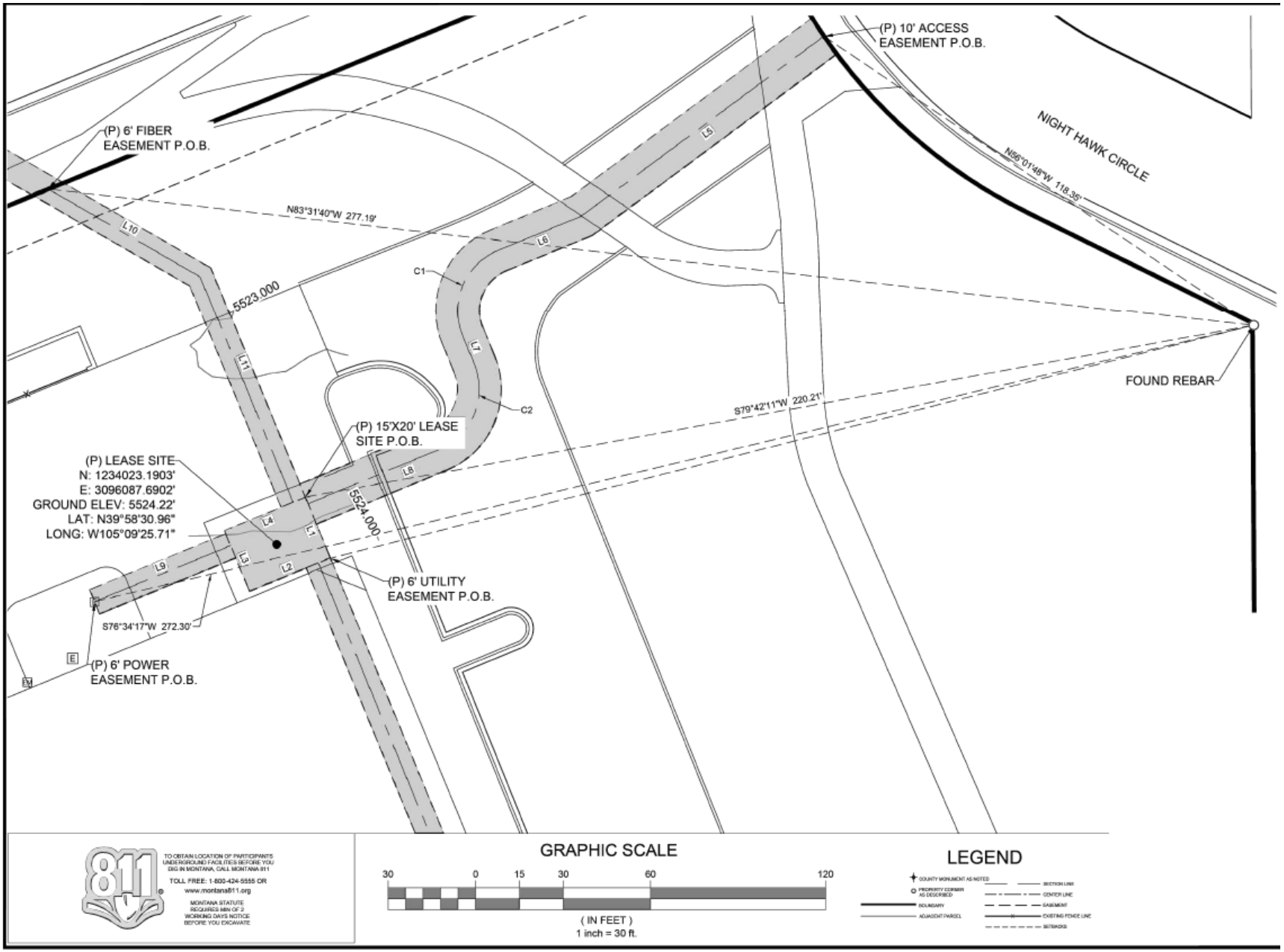
Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 60°00'00" East, a distance of 40.08 feet; thence South 22°21'48"East, a distance of 55.91 feet to the point of terminus.

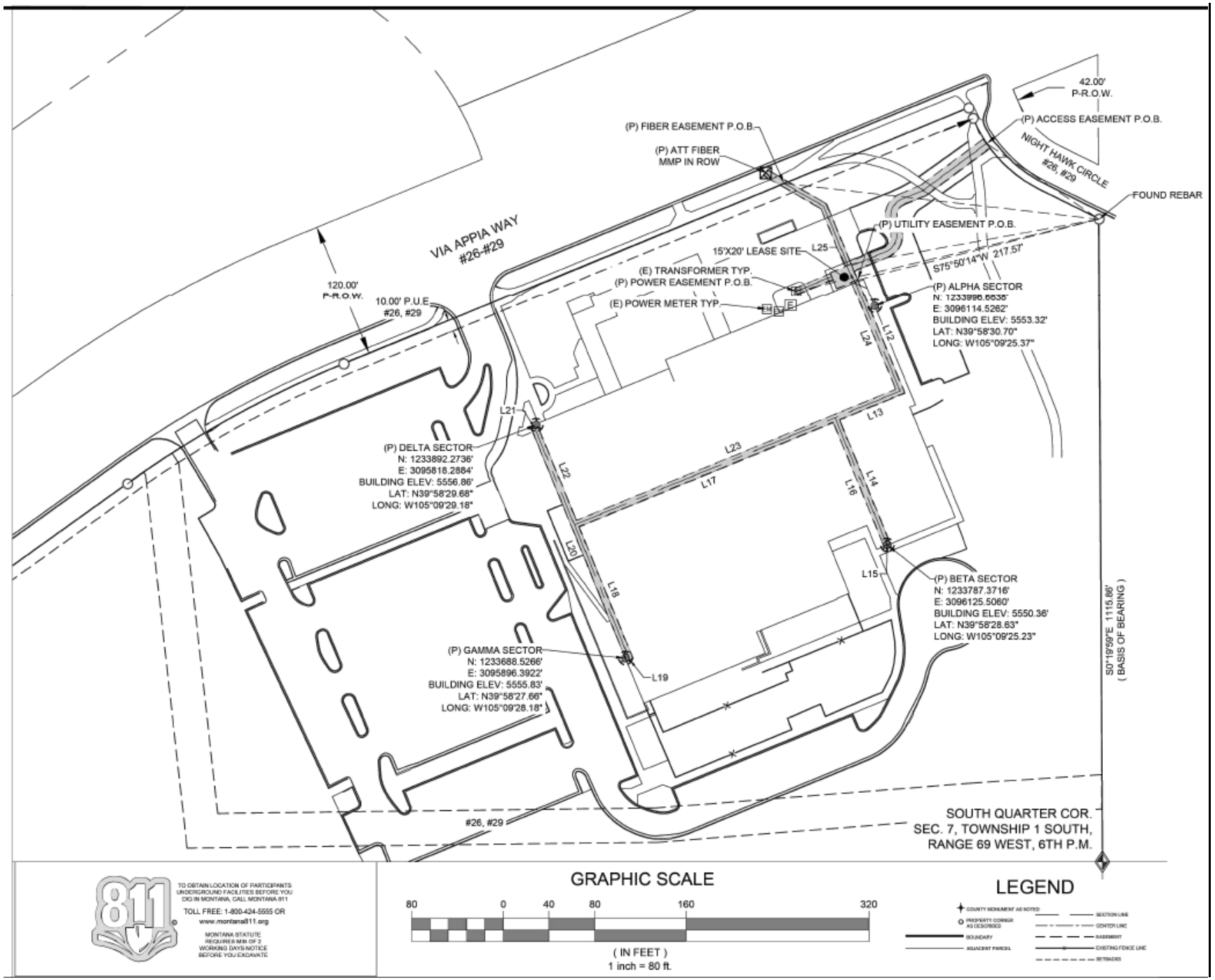
Utility Easement Description

An easement, 6.00 feet in width, being better described as follows:

Beginning at a point S.75°30'54"W., a distance of 221.74 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°14'58" East, a distance of 24.22 feet; thence North 67°45'02" East, a distance of 8.99 feet; thence South 22°14'58" East, a distance of 6.00 feet; thence South 67°45'02" West, a distance of 234.74 feet; thence South 02°57'47" West, a distance of 133.59 feet; thence South 67°34'28" West, a distance of 17.96 feet; thence North 22°25'32" West, a distance of 6.00 feet; thence North 67°34'28" East, a distance of 14.17 feet; thence North 02°57'47" East, a distance of 129.43 Feet; thence North 89°31'27" West, a distance of 72.50 feet; thence North 22°42'42" West, a distance of 69.98 feet; thence North 67°17'18" East, a distance of 6.00 feet; thence South 22°42'42" East, a distance of 66.02 feet; thence South 89°31'27" East, a distance of 73.33 feet; thence North 67°45'02" East, a distance of 227.55 feet; thence North 22°14'58" West, a distance of 106.00 feet; thence North 67°45'02" East, a distance of 6.00 feet to the point of beginning.

Containing 3,843 Square Feet.


(P) 10' ACCESS EASEMENT P.O.B.
NIGHT HAWK CIRCLE
N56°01'48"W 118.35'
(P) 6' FIBER EASEMENT P.O.B.
N83°31'40"W 277.19'
L10
L5
L6
C1
5523.000
L11
L1
C2
FOUND REBAR
S79°42'11"W 220.21'
(P) 15'X20' LEASE SITE P.O.B.
L8
(P) LEASE SITE
N: 1234023.1903'
E: 3096087.6902'
GROUND ELEV: 5524.22'
LAT: N39°58'30.96"
LONG: W105°09'25.71"
L4
L7
5524.000
L9
L3
L2
(P) 6' UTILITY EASEMENT P.O.B.
S76°34'17"W 272.30'
E
(P) 6' POWER EASEMENT P.O.B.
E
TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN MONTANA, CALL MONTANA 811
TOLL FREE: 1-800-424-5555 OR
www.montana811.org
MONTANA STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.
LEGEND
COUNTY MONUMENT AS NOTED
PROPERTY CORNER AS DESCRIBED
BOUNDARY
ADJACENT PARCEL
SECTION LINE
CENTER LINE
EASEMENT
EXISTING FENCE LINE
SETBACKS


VIA APPIA WAY
#26-#29
120.00'
P-R.O.W.
10.00' P.U.E.
#26, #29
42.00'
P-R.O.W.
(P) ACCESS EASEMENT P.O.B.
NIGHT HAWK CIRCLE
#26, #29
FOUND REBAR
(P) FIBER EASEMENT P.O.B.
(P) ATT FIBER
MMP IN ROW
(P) UTILITY EASEMENT P.O.B.
15'X20' LEASE SITE
L25
S75°50'14"W 217.57'
(E) TRANSFORMER TYP.
(P) POWER EASEMENT P.O.B.
(E) POWER METER TYP.
(P) ALPHA SECTOR
N: 1233986.6635'
E: 3096114.5262'
BUILDING ELEV: 5553.32'
LAT: N39°58'30.70"
LONG: W105°09'25.37"
L24
L12
L13
L21
(P) DELTA SECTOR
N: 1233892.2736'
E: 3095818.2884'
BUILDING ELEV: 5556.86'
LAT: N39°58'29.68"
LONG: W105°09'29.18"
L22
L23
L17
L16
L14
L20
L18
L15
(P) BETA SECTOR
N: 1233787.3716'
E: 3096125.5060'
BUILDING ELEV: 5550.36'
LAT: N39°58'28.63"
LONG: W105°09'25.23"
(P) GAMMA SECTOR
N: 1233688.5266'
E: 3095896.3922'
BUILDING ELEV: 5555.83'
LAT: N39°58'27.66"
LONG: W105°09'28.18"
L19
S0°19'59"E 1115.86'
(BASIS OF BEARING)
#26, #29
SOUTH QUARTER COR.
SEC. 7, TOWNSHIP 1 SOUTH,
RANGE 69 WEST, 6TH P.M.
811
TO OBTAIN LOCATION OF PARTICIPANTS
UNDERGROUND FACILITIES BEFORE YOU
DIG IN MONTANA, CALL MONTANA 811
TOLL FREE: 1-800-424-5555 OR
www.montana811.org
MONTANA STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE
GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.
LEGEND
COUNTY MONUMENT AS NOTED
PROPERTY CORNER AS DESCRIBED
BOUNDARY
ADJACENT PARCEL
SECTION LINE
CENTER LINE
EASEMENT
EXISTING FENCE LINE
SETBACKS

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10(b)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address] , (hereinafter called "**Mortgagee**") and [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

RECITALS:

A. Tenant has entered into a certain lease dated [Insert Date], 20 , (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

B. Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of [Insert Address] , being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] ("**Property**"), a part of which Property contains the Premises; and

C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount]($) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] ("**Mortgage**"); and

D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an

agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term “Mortgagee”, when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD**:**

[Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

TENANT**:**

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

MORTGAGEE:

[Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless PCS, LLC ("AT&T") permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") access to the leased area during regular business hours of the Louisville Recreation and Senior Center, or if an emergency (including but not limited to a power outage or interruption in services) then 24 hours per day, 7 days per week.

To avoid impact on telephone service during the day, AT&T's representatives may be seeking access to the property outside of normal business hours if approved in advance by the City of Louisville, or if otherwise necessitated by an emergency. AT&T's representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

_____
Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this day of , 20 , by and between [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the day of , 20 , for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with [[Spell It] ( )] successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[Insert Landlord's Name] , a
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20___, by and between [Insert Landlord's Name] , a [Insert Jurisdictional State, and Entity Type] , as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Lease Administration Team
7670 S Chester St
Englewood, CO 80112

_____

(Space Above This Line For Recorder's Use Only)

APN (Tax Id.): 157507323001

Cell Site #: COL05398
Cell Site Name: Pine and Via Appia Way
Fixed Asset #: 12734395
State: Colorado
County: Boulder

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this __ day of _____, 20___, by and between City of Louisville, a municipal corporation having its mailing address at 749 Main Street, Louisville, Colorado (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the day of , 20 , for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lousiville, a
Municipal corporation

By: _____
Print Name: Christopher M. Leh
Its: Mayor
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Ashwani Goel
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires:

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20___, by and between City of Louisville, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1, Block 1, Louisville Recreation and Senior Center Expansion. Reception no. 03632086

The Premises are described and/or depicted as follows:

Lease Site Description

Beginning at a point S.79°24'11"W., a distance of 220.21 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception no. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°21'48" East, a distance of 15.00 feet; thence South 67°38'12" West, a distance of 20.00 feet; thence North 22°21'48" West, a distance of 15.00 feet; thence North 67°38'12" East, a distance of 20.00 feet to the point of beginning.

Containing 300 square feet.

Access Easement Description

An easement 10.00 feet in width, being 5.00 feet on each side of the following described centerline:

Beginning at a point N.56°01'48"W., a distance of 118.35 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 53°28'41" West, a distance of 68.95 feet; thence South 67°38'12" West, a distance of 78.88 feet; thence Southwesterly along the arc of a curve to the left a distance of 23.56 feet having a radius of 15/00 feet a central angle of 90°00'00" and chord bearing and distance of South 22°38'12" West 21.21 feet; thence South 22°21'48" East, a distance of 20.61 feet to the point of terminus.

Power Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence North 67°38'12" East, a distance of 33.65 feet to the point of terminus.

Fiber Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

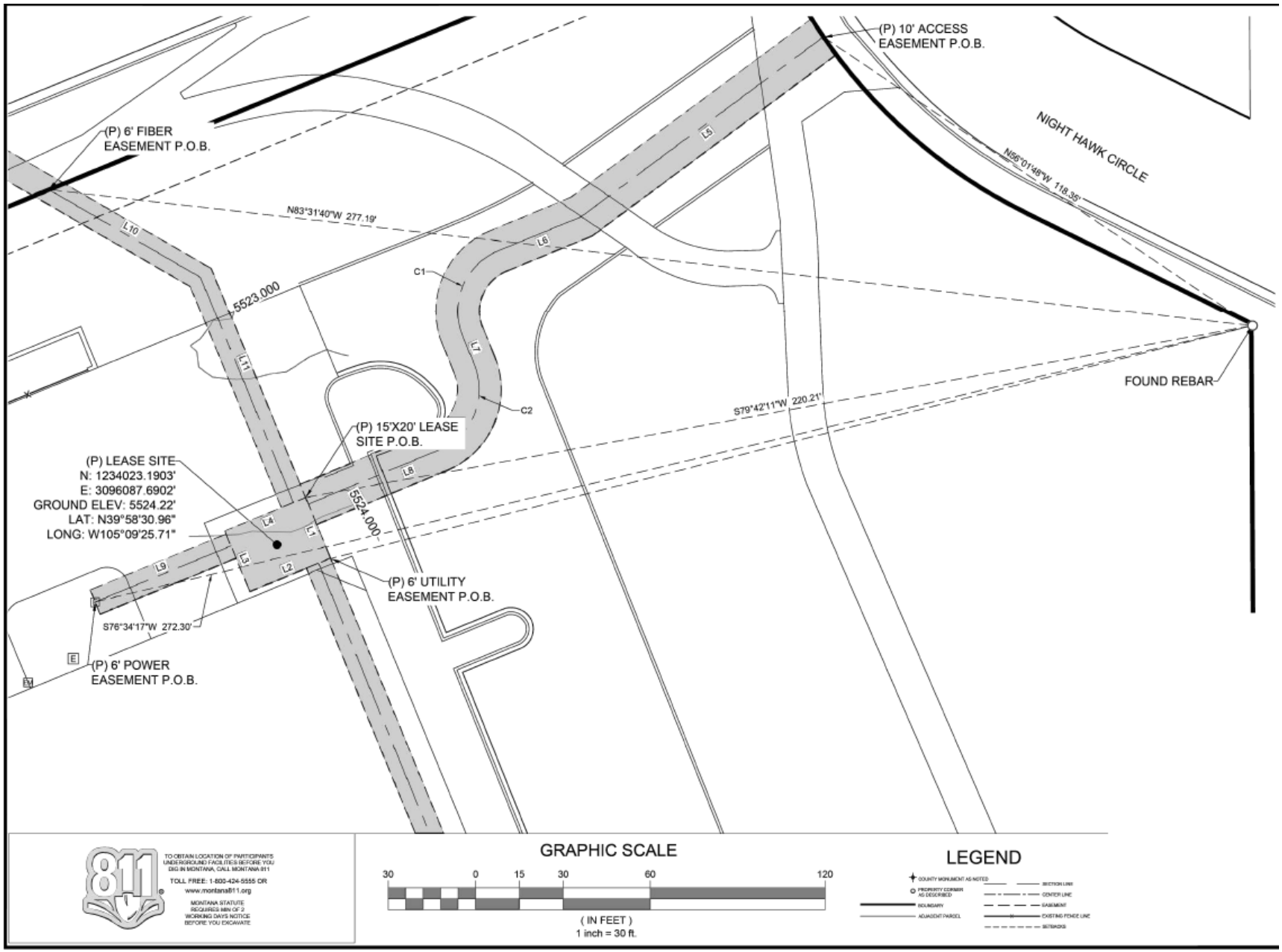
Beginning a point S.76°34’17”W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19’59”E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 60°00’00” East, a distance of 40.08 feet; thence South 22°21’48”East, a distance of 55.91 feet to the point of terminus.

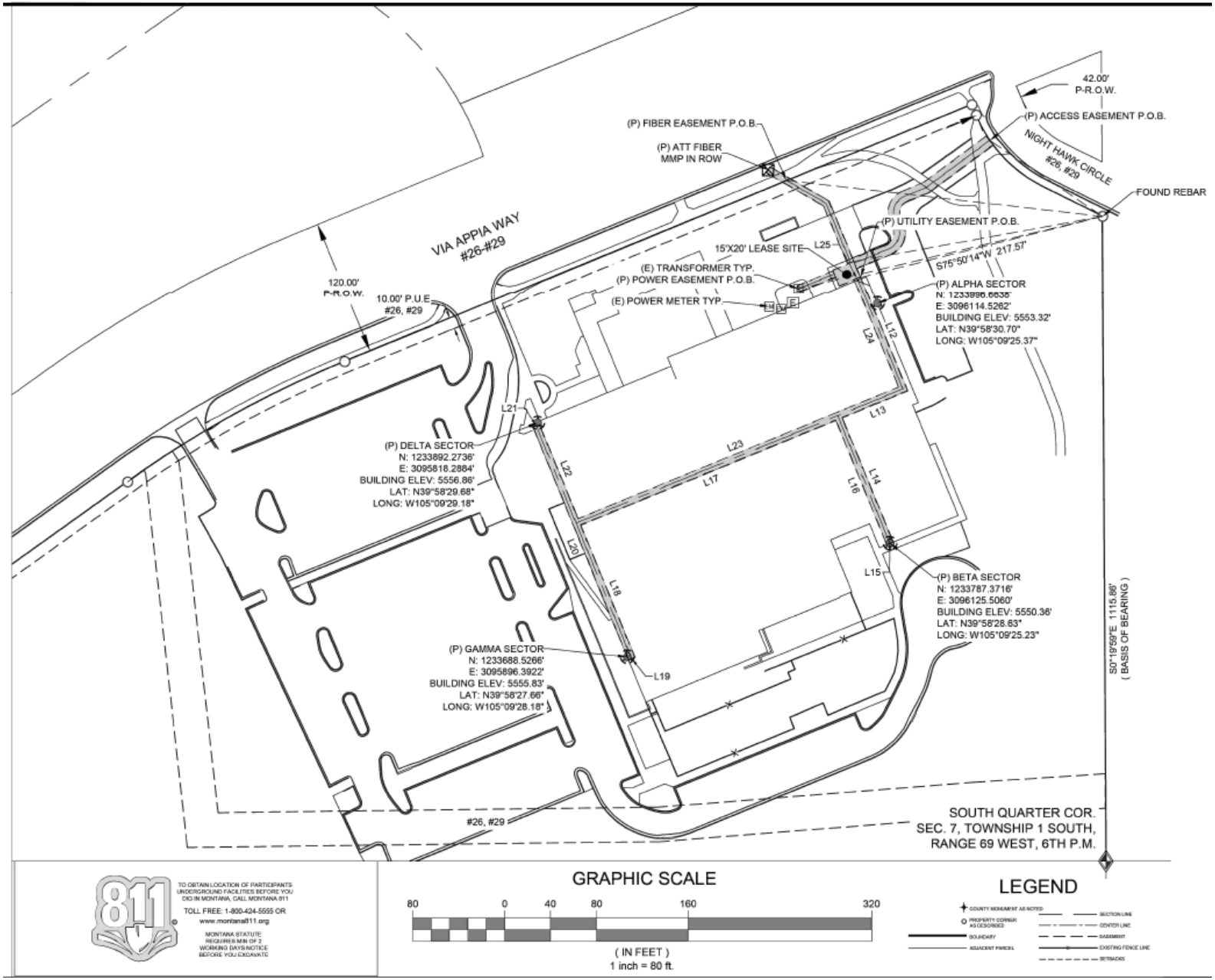
Utility Easement Description

An easement, 6.00 feet in width, being better described as follows:

Beginning at a point S.75°30’54”W., a distance of 221.74 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19’59”E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°14’58” East, a distance of 24.22 feet; thence North 67°45’02” East, a distance of 8.99 feet; thence South 22°14’58” East, a distance of 6.00 feet; thence South 67°45’02” West, a distance of 234.74 feet; thence South 02°57’47” West, a distance of 133.59 feet; thence South 67°34’28” West, a distance of 17.96 feet; thence North 22°25’32” West, a distance of 6.00 feet; thence North 67°34’28” East, a distance of 14.17 feet; thence North 02°57’47” East, a distance of 129.43 Feet; thence North 89°31’27” West, a distance of 72.50 feet; thence North 22°42’42” West, a distance of 69.98 feet; thence North 67°17’18” East, a distance of 6.00 feet; thence South 22°42’42” East, a distance of 66.02 feet; thence South 89°31’27” East, a distance of 73.33 feet; thence North 67°45’02” East, a distance of 227.55 feet; thence North 22°14’58” West, a distance of 106.00 feet; thence North 67°45’02” East, a distance of 6.00 feet to the point of beginning.

Containing 3,843 Square Feet.


(P) 10' ACCESS
EASEMENT P.O.B.
NIGHT HAWK CIRCLE
N86°01'48"W 118.35'
(P) 6' FIBER
EASEMENT P.O.B.
N83°31'40"W 277.19'
L10
L5
L6
C1
5523.000
L11
L7
C2
FOUND REBAR
S79°42'11"W 220.21'
(P) 15'X20' LEASE
SITE P.O.B.
(P) LEASE SITE
N: 1234023.1903'
E: 3096087.6902'
GROUND ELEV: 5524.22'
LAT: N39°58'30.96"
LONG: W105°09'25.71"
L8
5524.000
L4
L1
L9
L3
L2
(P) 6' UTILITY
EASEMENT P.O.B.
S76°34'17"W 272.30'
E
(P) 6' POWER
EASEMENT P.O.B.
E
TO OBTAIN LOCATION OF PARTICIPANTS
UNDERGROUND FACILITIES BEFORE YOU
DIG IN MONTANA, CALL MONTANA 811
TOLL FREE: 1-800-424-5555 OR
www.montana811.org
MONTANA STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.
LEGEND
COUNTY MONUMENT AS NOTED
PROPERTY CORNER AS DESCRIBED
BOUNDARY
ADJACENT PARCEL
SECTION LINE
CENTER LINE
EASEMENT
EXISTING FENCE LINE
SETBACKS


VIA APPIA WAY
#26-#29
120.00'
P-R.O.W.
10.00' P.U.E.
#26, #29
42.00'
P-R.O.W.
(P) ACCESS EASEMENT P.O.B.
NIGHT HAWK CIRCLE
#26, #29
FOUND REBAR
(P) FIBER EASEMENT P.O.B.
(P) ATT FIBER
MMP IN ROW
(P) UTILITY EASEMENT P.O.B.
15'X20' LEASE SITE
L25
S75°50'14"W 217.57'
(E) TRANSFORMER TYP.
(P) POWER EASEMENT P.O.B.
(E) POWER METER TYP.
(P) ALPHA SECTOR
N: 1233996.6636'
E: 3096114.5262'
BUILDING ELEV: 5553.32'
LAT: N39°58'30.70"
LONG: W105°09'25.37"
L24
L12
L13
L21
(P) DELTA SECTOR
N: 1233892.2736'
E: 3095818.2884'
BUILDING ELEV: 5556.86'
LAT: N39°58'29.68"
LONG: W105°09'29.18"
L22
L23
L17
L16
L14
L20
L18
L15
(P) BETA SECTOR
N: 1233787.3716'
E: 3096125.5060'
BUILDING ELEV: 5550.36'
LAT: N39°58'28.63"
LONG: W105°09'25.23"
(P) GAMMA SECTOR
N: 1233688.5266'
E: 3095896.3922'
BUILDING ELEV: 5555.83'
LAT: N39°58'27.66"
LONG: W105°09'28.18"
L19
S0°19'59"E 1115.66'
(BASIS OF BEARING)
#26, #29
SOUTH QUARTER COR.
SEC. 7, TOWNSHIP 1 SOUTH,
RANGE 69 WEST, 6TH P.M.
811
TO OBTAIN LOCATION OF PARTICIPANTS
UNDERGROUND FACILITIES BEFORE YOU
DIG IN MONTANA, CALL MONTANA 811
TOLL FREE: 1-800-424-5555 OR
www.montana811.org
MONTANA STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE
GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.
LEGEND
COUNTY MONUMENT AS NOTED
PROPERTY CORNER AS DESCRIBED
BOUNDARY
ADJACENT PARCEL
SECTION LINE
CENTER LINE
EASEMENT
EXISTING FENCE LINE
SETBACKS

SUBJECT: **APPROVAL OF 2025 ON CALL GEOGRAPHIC INFORMATION SYSTEM AND ASSET MANAGEMENT SYSTEM SUPPORT SERVICES CONTRACT WITH INVISION GIS, LLC**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **KURT KOWAR, DIRECTOR OF PWU**
ADAM BLACKMORE, DIRECTOR OF PROS

SUMMARY:
The Public Works & Utilities Department Utilizes a Geographical Information System (GIS) and Asset Management (AM) system to track and manage infrastructure.

The Parks Department is currently in the process of implementing a GIS and AM system to manage parks and trail infrastructure.

The Public Works and Utilities Department has historically utilized Invision GIS for GIS and AM software implementation, maintenance, and training for staff.

The Parks, Recreation and Open Space Department will continue to work with Invision GIS to build upon asset and work order management efforts started in 2024.

Parallel, the City has a GIS Program Manager whom coordinates citywide GIS and AM efforts as well as internalizes portions of work effort with Invision GIS specializing in Asset Management implementation, staff field level support and training.

Benefits the City receives from its investment in Lucity Asset Management and GIS have included:

- Ongoing preventative maintenance schedules that are continuously being improved or added to ensure no asset is left behind.
- Ability to understand the cost of doing business for assets with labor and materials.
- Ability to understand where time is spent, evaluate if it is effective, and determine if it is providing adequate levels of service.
- Shared digital mapping between departments and divisions to ensure everyone is working from the most current and accurate information.
- Time Tracking and Mapping of asset histories to identify trends and quickly work towards solutions to identified problems.
- Asset Condition forecasting to allow for planning of long term capital plans. *(Utilized for the pavement management system and 6 year capital plan)*

- Complete digital mapping and asset record work flow that eliminates manual data entry and retrieval, eliminates duplication, provides for knowledge retention, allows for trend analysis and data driven decision making.
- Improved assurance that Environmental Compliance through Federal and State requirements are being met.
- Mitigate knowledge loss when there is employee turnover.

The City has worked through a sole source contract with Invision GIS since 2015 to implement, develop, and support the Public Works and Utilities Enterprise Work Order and Asset Management System. Invision GIS also participated in a City Request for Proposal process in 2018 that evaluated costs and service offerings comparative to other firms.

The scope of work for 2025 will:

- Provide ongoing support services for GIS and Asset Management for Public Works. Base $90,000, $10,000 contingency.
- Provide implementation services for GIS and Asset Management for Parks, Recreation, and Open Space. Base $20,000.

FISCAL IMPACT:
The approved 2025 budget provides funding in multiple areas for GIS and Asset Management support services.

PROGRAM/SUB-PROGRAM IMPACT:
This effort supports the ability of the Transportation, Utility, Public Safety & Justice, Parks, Recreation, Cultural Services, Community Design, and Administration & Support Services Programs to complete their goals and objectives.

RECOMMENDATION:
Staff recommends approval of an on-call services contract with Invision GIS, LLC for Geographical Information Systems (GIS) and Asset Management System (AM) implementation, support, and training services in an amount not to exceed $110,000 and a staff controlled $10,000 contingency.

ATTACHMENT:
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**

INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND INVISION GIS, LLC
FOR GIS AND WORK ORDER IMPLEMENTATION CONSULTING SERVICES

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this 1st day of January, 2025 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and InVision GIS, LLC, a Fort Collins, Colorado company, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing GIS and and Work Order Implementation Consulting services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

4.1 The City shall pay the Contractor 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. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 Contractor 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 Contractor 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 Kurt Kowar as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Kurt Kowar and such person's designees.

5.2 The Contractor designates Jill Fischer 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 Jill Fischer, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

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 Contractor's Services under this Agreement shall commence on January 1, 2025 and Contractor 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 Contractor 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 Contractor 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 $1,000,000 each occurrence and $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 $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 contract, 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

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

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 Contractor 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 Contractor 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 Contractor 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor 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.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Kurt Kowar
749 Main Street
Louisville, CO 80027
e-mail: kurtk@louisvilleco.gov

If to the Contractor:

InVision GIS, LLC
Attn: Jill Fischer
8466 Cindy Ln
Fort Collins, CO 80525
Phone: (970) 776-6321
Email: jillfischer@invisiongis.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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

a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor 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 as of the day and year first above written.

CITY OF LOUISVILLE

By:_____
Mayor

Attest:_____
City Clerk

CONTRACTOR:

_____

By: Jill Fischer

Title: Owner, InVision GIS LLC

Date: 1/27/2025

City of Louisville
COLORADO • SINCE 1878

EXHIBIT A: SCOPE OF SERVICES FOR CITY OF LOUISVILLE PUBLIC WORKS AND PARKS – 2025

GIS AND IMPLEMENTATION CONSULTING SERVICES

SUBMITTED BY



InVision GIS, LLC
8466 Cindy Ln
Fort Collins, CO 80525
(970) 667-0501
info@invisiongis.com
www.invisiongis.com

Principal Contact Information:

Jill Fischer
8466 Cindy Ln
Fort Collins, CO 80525
Ph: (970) 776-6321
jillfischer@invisiongis.com

December 2, 2025

Introduction and Budget – Public Works

This scope of work includes tasks for implementing and supporting a Geographic Information System (GIS)-centric Work order System for The City of Louisville-Public Works (City). Louisville PW continues to enhance their current GIS for the growing needs of the City to support further integration with Lucity. Lucity is an asset management and work order system that is highly configurable and integrated with GIS. It requires server configuration, integration with GIS, and software configuration to model business processes. This scope also includes creating futher funtionality in desktop, online and mobile GIS applications.

The Public Works GIS budget for 2025 is $90,000.

Public Works Project Overview

The following section lists tasks that will be worked on this year. The City can modify the task list throughout the year if there is a desire to revise or reprioritize.

1. Coordinate with IT and Public Works on Server Requirements and Installation of Lucity and Esri components. Upgrades to Lucity and Esri products.
2. Coordinate with IT on data storage, data ownership, configuration and enterprise set-up.
3. Configure and coordinate security for Lucity, Arrow Eos, Trimble and ArcGIS Enterprise.
4. Serve as a business analyst to determine workflow processes and needs for implementing Lucity modules with Public Works staff.
5. Support, set-up and configure run-time interface for WTP & WWTP.
6. Support, set-up and configure inventory for Ops, WTP & WWTP.
7. Configure and implement preventive maintenance and inspection workflow processes for engineering, water, wastewater, storm, facilities, environmental compliance and treatment plants.
8. Support and meetings on Lucity products and enhancements desired by staff.
9. Configure and maintain the integration between Lucity and GIS for editing and updating through both GIS and Lucity software.
10. Create custom training for field and office personnel and conduct training for the Lucity client interface.
11. Support and train users on GPS data collection. Manage data collection and updating of features by staff.
12. Support the update of GIS date based on GPS, as-builts and staff edits using Lucity tools.
13. Manage efforts to enhance and maintain an asset management program.
14. Support, train and manage projects of Public Works GIS staff.
15. Work with external consultants to incorporate pavement surveys, traffic counts and asset collection surveys.
16. Create and support web and mobile applications such as Public Works Asset viewer, Field Maps asset data collection, CIP management, Pavement management Traffic Counts and Traffic Calming.
17. Project management and updates.
18. Phone, Email, Web and in-person support.

Introduction and Budget - Parks

This scope of work includes tasks for implementing and supporting a Geographic Information System (GIS)-centric Work order System for The City of Louisville-Parks (Parks). Parks would like to enhance their current GIS for the growing needs to support further integration with Lucity. Lucity is an asset management and work order system that is highly configurable and integrated with GIS. It requires server configuration, integration with GIS, and software configuration to model business processes. As part of a GIS-centric work order system, Parks would like to collect and maintain their assets in GIS layers for viewing in desktop, web and mobile applications.

The Parks GIS budget for 2025 is $20,000.

Parks Project Overview

The following section lists tasks that will be worked on this year. Parks can modify the task list throughout the year if there is a desire to revise or reprioritize.

1. Coordinate with IT and Parks on Server Requirements and Installation of Lucity components. Upgrades to Lucity and Esri products.
2. Configure and coordinate security for Lucity, and ArcGIS Enterprise.
3. Coordinate with staff to develop schema and data for GIS features that will be linked to Lucity.
4. Support and set-up data collection efforts of Parks assets through GPS and GIS applications.
5. Serve as a business analyst to determine workflow processes and needs for implementing Lucity modules with Parks staff.
6. Configure and implement reactive maintenance, preventive maintenance and inspection workflow processes for Parks.
7. Support and meetings on Lucity products and enhancements desired by staff.
8. Configure and maintain the integration between Lucity and GIS for editing and updating data through both GIS and Lucity software.
9. Create and support web and mobile applications.
10. Create custom training for field and office personnel and conduct training for the Lucity client interface.
11. Support, train and manage projects of Parks GIS staff.
12. Project management and updates.
13. Phone, Email, Web and in-person support.

Schedule of Rates

Tasks will be billed at an hourly rate in increments of 15 minutes and invoiced monthly.

Task	Rate
GIS Technician	$65/hr
GIS Specialist	$75/hr
GIS Analyst	$70/hr
Senior GIS Analyst	$85/hr
GIS Professional Services and Project Manager	$110/hr
Travel Time	Same as rate, based on position
Phone, Email, Web Support	Same as rate, based on position

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: **APPROVAL OF RESOLUTION NO. 7, SERIES 2025 – A RESOLUTION APPROVING THE BOCC INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH BOULDER COUNTY FOR 2025 CO-RESPONDER SERVICES**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **RAFAEL GUTIERREZ, CHIEF OF POLICE**

SUMMARY:
An Intergovernmental Agreement (IGA) was created in January 2024 between the City of Louisville and Boulder County, authorizing the City to utilize the services of the Mental Health Co-Responder Regional Program to enhance the police department's response to calls for service involving people in need of mental health support. The agreement provides mental health resources and staff, based at the police department, to provide co-response services throughout the City. The agreement allows the City to support regional efforts to assist community members who are experiencing a mental health crisis or who may be in need of behavioral health support services. The current IGA involves a 4-year agreement with Boulder County that began in 2024 and ends on December 31, 2027.

The proposed amendment reflects a change in the costs of services and represents a reduction for 2025 of about $1,964. The new cost breakdown is outlined in the updated statement of work document.

FISCAL IMPACT:
Co-responder service costs are $218,124.89 total for 2025 under this amended agreement. These expenses were included, and approved, in the City's 2025-2026 budget process.

Grant funding was awarded to the City by the State of Colorado for State fiscal year 2025 (July 1, 2024 through June 30, 2025) for reimbursement of eligible expenses associated with Co-responder services provided by Boulder County. Approximately $139,382 in grant funding remains for program reimbursement.

PROGRAM/SUB-PROGRAM IMPACT:
Public Safety and Justice-Patrol and Investigation: maintains core services to provide mental health resources for community members in crisis or in need of behavioral health support and referrals.

RECOMMENDATION:
Staff recommends approval of the amendment

ATTACHMENT(S):

1. Resolution No. 7, Series 2025
2. Co-Responder Services Intergovernmental Agreement Amendment
3. Exhibit A: Cost of 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**

RESOLUTION NO. 7
SERIES 2025

A RESOLUTION APPROVING THE BOCC INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH BOULDER COUNTY FOR 2025 CO-RESPONDER SERVICES

WHEREAS, by Resolution No. 2024-10, Series 2024, adopted on March 5, 2024, the City Council approved an Intergovernmental Agreement with Boulder County pursuant to which the Department of Community Services would provide the Louisville Police Department with Co-Responder services; and

WHEREAS, the BOCC Intergovernmental Agreement (IGA) Amendment replaces Exhibit A with a new Statement of Work for 2025 and the compensation to be paid by the City for 2025 ; and

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

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

Section 1. The City Council hereby approves the BOCC Intergovernmental Agreement (IGA) Amendment between the City of Louisville and Boulder County, for behavioral health Co-Responder services in 2025, in essentially the same form as the copy of such Amendment that accompanies this resolution.

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

PASSED AND ADOPTED this 18th day of February, 2025.

_____
Christopher M Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

BOCC
INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

(Revenue)

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
☒ IGA Amount ☐ Contract Dates ☒ Scope of Work	
Contract Identification from Original IGA	
Other Party's Legal Name	City of Louisville
Other Party's Contact Information - Name	Chief Rafael Gutierrez
Other Party's Contact Information - Email	Rgutierrez@louisvilleco.gov
County Office or Department	Boulder County Community Services
County Division /Program	Strategic Initiatives - Co-Responder Program
Oracle Contract Number	11465
Oracle Version Number	3
IGA Amount	
Amendment Amount (through New End Date)	$218,123.89
Contract Dates	
Amendment Effective Date	1/1/2025
New End Date	12/31/2025
Scope of Work	
Does this amendment change the current scope of work?	Yes
Scope of Work Changes IF ANY: Describe the changes to scope of work in this box and, if needed, attach an Exhibit with the details of the changes to the scope of work, including updated fee and rate sheets, if applicable: The following budget reflects costs for 2025 only. Annual budgets will be developed each year prior to the start of the new contract period. If desired for planning purposes, a 5% per year multiplier can be used to estimate costs for future years. The budget provides for two Co-Responders and applicable expenses.	

Additional IGA Documents
Check all that apply:
☑ Exhibit A - SOW Budget
☐ Exhibit B - _____
☐ Exhibit C - _____

This AMENDMENT ("Amendment") to the above-referenced Original IGA ("IGA") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Boulder County Community Services ("County") and the "Other Party" identified above.

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional IGA Documents**, if any are listed, are incorporated into the IGA by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the **Amendment Effective Date**.

3. LIMITS OF EFFECT

The IGA and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The IGA Documents are updated to include any Additional IGA Documents where the corresponding box is checked above.

The IGA is also modified to the extent that a corresponding box is checked below:

☐ IGA Term. The term of the IGA is extended through the New End Date identified in the Amendment Summary.

☑ IGA Amount. The IGA Amount is amended to include the Amendment Amount identified in the Amendment Summary.

☑ Scope of Work. The Scope of Work is amended as indicated under Scope of Work Changes in the Amendment Summary and Exhibit A (if checked).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Board of County Commissioners of Boulder County		**SIGNED for and on behalf of** City of Louisville
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓*For Board-signed documents only*↓↓		
Attest Signature:	*Initial of EO/DH*	
Attestor Name:		
Attestor Title:		

Exhibit A
Budget:

The following budget reflects costs for 2025 only. Annual budgets will be developed each year prior to the start of the new contract period. If desired for planning purposes, a 5% per year multiplier can be used to estimate costs for future years. The budget provides for two Co-Responders and applicable expenses.

City of Louisville 2025 Co-Responder Budget

Project Staff

	Salary	Fringe	
Louisville CR1	**$ 76,891.99**	$ 29,218.96	$ 106,110.95
Louisville CR2	**$ 76,891.99**	$ 29,218.96	$ 106,110.95
			$ 212,221.89

Expenses	**Cost**	**Unit**	**Total**
Phone	$ 58.00	24	$ 1,392.00
Training	$ 500.00	2	$ 1,000.00
Mileage	$ 0.67	3000	$ 2,010.00
Admin	$ 1,000.00	1	$ 1,000.00
Office supplies	$ 250.00	2	$ 500.00
			$ 5,902.00

Total Cost **$ 218,123.89**

City of Louisville
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CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **APPROVAL OF ENGAGEMENT LETTER WITH SGR, LLC FOR SAFE TO REPORT PROCESS**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **COUNCILMEMBER BARBARA HAMLINGTON**
MAYOR PRO TEM CALEB DICKINSON

SUMMARY:
On December 3, 2024 the City Council designated Councilmember Hamlington and Mayor Pro Tem Dickinson to serve as a committee to work with staff on a new "Safe to Report" process whereby staff will be able to report concerns about council appointees to an outside third party if the need arises. Staff met with a few attorneys who could help with this process and recommended Courtney Kramer of the SGR law firm to the committee. The committee in turn spoke with Ms. Kramer and they too recommend her for this service. The attached engagement letter would bring Ms. Kramer on as special counsel to help staff design a safe to report process and to serve as the third-party representative.

FISCAL IMPACT:
Setting up the process will take a few hours of legal time; however, once the process is in place legal services will only be used as needed. These costs will be paid from the City Council legal budget.

RECOMMENDATION:
Approve the letter of engagement.

ATTACHMENT(S):
1. Letter of Engagement

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**

February 12, 2025

VIA EMAIL ONLY
kathleen@kellypc.com

Kathleen Kelly
General Counsel for City of Louisville
Kelly PC
2840 Fairfax St. Ste 203
Denver, CO 80207

RE: Engagement Letter
City of Louisville – Safe to Tell Path Program

Dear Ms. Kelly:

This letter confirms my retention through my firm SGR, LLC and our agreement of the terms upon which my firm will provide legal counsel on behalf of the City of Louisville. Salient terms are as follows:

1. Scope of Engagement: I have been retained to provide employment counsel and litigation services in connection with the City of Louisville's Safe to Tell Path program. Specifically, my role will be to provide support for the program by being the contact person for any claims brought by City employees with respect to the four positions that directly report to City Council, ensuring prompt communication about any such concerns or complaints to City Council, and facilitating further discussion, investigation and the like as directed by City Council. My retention includes attending public meetings as directed by City Council. My firm will endeavor to provide all services requested under this agreement to the best of our legal abilities.

2. Fees: Our fees will be charged on an hourly basis. Hourly rates are as follows:

- Partner attorney $230
- Associate attorney $200
- Paralegal $185

3. Costs: Any out-of-pocket disbursements or in-house administrative expenses will be billed at cost with no markup or handling fee. We agree not to incur any such items of cost in excess of $500.00 without first obtaining your consent to such.

4. Investigations: Should a complaint warrant an investigation by a third-party, we will facilitate retention and engagement of a third party investigator. We will oversee the investigation and work to preserve associated attorney-client and work product privileges. The City agrees to pay all invoices from the investigator directly, as SGR cannot front such costs in excess of $500.00.

5. Statements: Our itemized statements for fees and costs, separate from an investigation, will be issued monthly and emailed to the City's attention via its City Manager. Fees will be billed in one-tenth increments with accompanying description of services. Statements are due within 30 days of issuance.

6. Termination: This agreement may be terminated by either party at any time upon written notice.

Should you have any questions, or if I can provide additional information, please do not hesitate to contact me. At present, we intend to staff this case with myself as the lead attorney. My paralegal, Sheileen O'Hayre, also handles various case aspects and will serve as another point of contact. Should a situation warrant, we can add an associate on an as-needed basis. Please let me know if you have any questions or concerns with this procedure.

It is my pleasure to have this opportunity to work with the City of Louisville.

Very truly yours,

SGR, LLC

/s/ Courtney B. Kramer

Courtney B. Kramer

CBK

cc: Samma Fox, *via e-mail* sfox@louisvilleco.gov
Meredyth Muth, *via e-mail* mmuthm@louisvilleco.gov
Robin Brookart, *via e-mail* robinb@louisvilleco.gov

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CITY COUNCIL COMMUNICATION
AGENDA ITEM 5G

SUBJECT: **APPROVAL OF SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER**

DATE: **FEBRUARY 18, 2025**

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

SUMMARY:
At the special city council meeting held on February 11, 2025, the City Council approved an employment agreement with Diana Langley to serve as the City's City Manager. Ms. Langley's first day of employment with the City will be March 31, 2025.

The attached Second Amendment to Employment Agreement for Interim City Manager provides that, as of March 31, 2025, Samma Fox will be restored to the Deputy City Manager position, but will continue to receive the increased salary and benefits under the Interim City Manager agreement until May 3, 2025, which is the last day of the second full pay period following Ms. Langley's start date. This increased compensation and benefits recognizes the additional work Ms. Fox will be performing while transitioning current projects of the City Manager's Office to Ms. Langley and generally assisting Ms. Langley.

With the pay period beginning May 4, 2025, Ms. Fox's salary will be adjusted to reflect a 5% increase from what her salary was as Deputy City Manager at the time the Interim City Manager agreement was executed in July 2024. (Ms. Fox was eligible for an annual salary adjustment during the time she served as Interim City Manager). Her retirement and leave balances will also be adjusted to reflect time accrued and used while she served as Interim City Manager.

FISCAL IMPACT:
Ms. Fox will continue to receive increased compensation and benefits for just over a month after Ms. Langley joins the City, in recognition of Ms. Fox's work assisting Ms. Langley's transition to the role.

RECOMMENDATION:
City Council approve the Second Amendment to Employment Agreement for Interim City Manger

ATTACHMENT(S):
1. Second Amendment to Employment Agreement for Interim City Manager

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**

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER ("Second Amendment") is made effective as of the 11th day of February, 2025, by and between the City of Louisville, a Colorado home rule municipal corporation, hereinafter known as "CITY", and Samma L. Fox, hereinafter known as "INTERIM CITY MANAGER" or "MS. FOX."

WHEREAS, by that Employment Agreement for Interim City Manager between the City and Ms. Fox dated July 16, 2024, which was amended by that First Amendment to Employment Agreement for Interim City Manager dated September 17, 2024 (as amended, the "Agreement"), the City employed the services of Samma L. Fox as Interim City Manager of the City of Louisville, Colorado; and

WHEREAS, the Agreement contemplates that Fox will serve as Interim City Manager until the City Council selects a candidate to fill the position of City Manager, at which time Ms. Fox shall be restored to her former position as Deputy City Manager; and

WHEREAS, the City has selected Diana Langley to fill the position of City Manager and entered into an employment agreement with Ms. Langley, which provides Ms. Langley's first day of employment will be March 31, 2025; and

WHEREAS, the City and Ms. Fox desire to amend the Employment Agreement for Interim City Manager to provide for a transition period following Ms. Langley's first day of employment as City Manager, during which time Ms. Fox will continue to receive the increased compensation and benefits set forth in the Agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions the parties agree as follows:

Section 1. Section 2 of the Agreement is revised to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

2. Term. The Interim City Manager is an employee at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council of the City to terminate the services of the Interim City Manager at any time, subject to the provisions set forth

in Section 4 herein. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Interim City Manager to resign at any time from her position upon thirty (30) days prior written notice, unless the City designates a shorter period, subject only to the provisions as set forth in Section 4 herein. Fox's first day of employment as Interim City Manager was July 16, 2024. The term of this Agreement shall begin on the effective date and shall terminate ~~no later than midnight~~ on May 3, 2025, such date being the last day of the second full pay period following ~~February 28~~ March 30, 2025 ("Expiration Date~~"); provided, however, that this Agreement may be terminated prior to said Expiration Date in accordance with this Agreement, and provided further the Interim City Manager agrees the City Council may extend this Agreement for not more than three (3) thirty-day (30-day) periods under the same terms and conditions by providing written notice of the same to the Interim City Manager ("Extended Expiration Date").~~ Under no circumstances shall this Agreement be effective after the Extended Expiration Date unless the parties agree in writing to extend this Agreement under terms and conditions mutually satisfactory to the parties. Beginning March 31, 2025, Fox shall be restored as Deputy City Manager, subject to the increased compensation and benefits provided by this Agreement until the Expiration Date to recognize a period of transition during which Fox will be assisting the City's new City Manager assume the responsibilities of the role. Following the Expiration Date, Fox's compensation as Deputy City Manager shall be adjusted as set forth in Section 4 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates set forth adjacent to their respective signatures, intending the same to be effective as of the 11th day of February, 2025; the parties agree that electronic signatures are sufficient and binding for this Agreement.

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Date: _____

ATTEST:

_____
Meredyth Muth, City Clerk

INTERIM CITY MANAGER

_____
Samma L. Fox

Date: _____

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **DISCUSSION/DIRECTION – ROCKY MOUNTAIN METROPOLITAN AIRPORT TASK FORCE UPDATE**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **COUNCILMEMBER DIETRICH HOEFNER**
COUNCILMEMBER JUDI KERN
CITY ATTORNEY KATHLEEN KELLY

SUMMARY:
On November 19, 2024 the City Council designated Councilmembers Dietrich Hoefner and Judi Kern to serve as a "Task Force" to work with City Attorney Kathleen Kelly to gather information and explore strategies to address impacts of the Rocky Mountain Metropolitan Airport ("RMMA") on the City and its residents.

The Task Force has met several times to discuss a two-pronged approach: First, to gather data to evaluate flight patterns and frequencies of take-offs and landings to assess trends; and second, to obtain specialized legal advice regarding the City's ability to affect changes at the airport that could reduce or mitigate the impacts on residents.

Regarding data gathering, the Task Force met last month with resident Michael Burek, who has developed software to review flight activity at RMMA using an academic web site to which he also contributes data. The information he is gathering will reflect how many planes are taking off and landing, at what altitudes they are flying, and how these numbers may have changed over time (what is the trend). Mr. Burek provided similar information to the City Council in 2021.

City Attorney Kathleen Kelly has also spoken with an attorney who specializes in airports and aviation, and who has agreed to provide the City with some general legal advice regarding the limits on municipal authority over airport operations. This attorney regularly briefs city councils and airport governing bodies on applicable law, and has provided similar advice to another municipality in the region regarding RMMA. It is anticipated she would provide a written memorandum and presentation (virtually) to the City Council, at an estimated cost of $3,000 to $5,000 for preparation and presentation.

FISCAL IMPACT:
Mr. Burek is providing his data gathering services to the City at no cost. Special counsel's rate is $450 per hour, with an estimated cost of $3,000 to $5,000 for preparation and presentation to the City Council.

RECOMMENDATION:
City Council to discuss the activities of the Task Force thus far, and provide direction for next steps.

ATTACHMENT(S):

1. 2021 Aircraft Traffic Visualizations Presentation by Michael Burek

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**

AIRCRAFT TRAFFIC VISUALIZATIONS

LOUISVILLE, COLORADO, AND ROCKY MOUNTAIN METROPOLITAN AIRPORT (RMMA)

PREPARED FOR THE LOUISVILLE CITY COUNCIL 09/2021

PREPARED BY: MICHAEL BUREK

PURPOSE OF THIS PRESENTATION

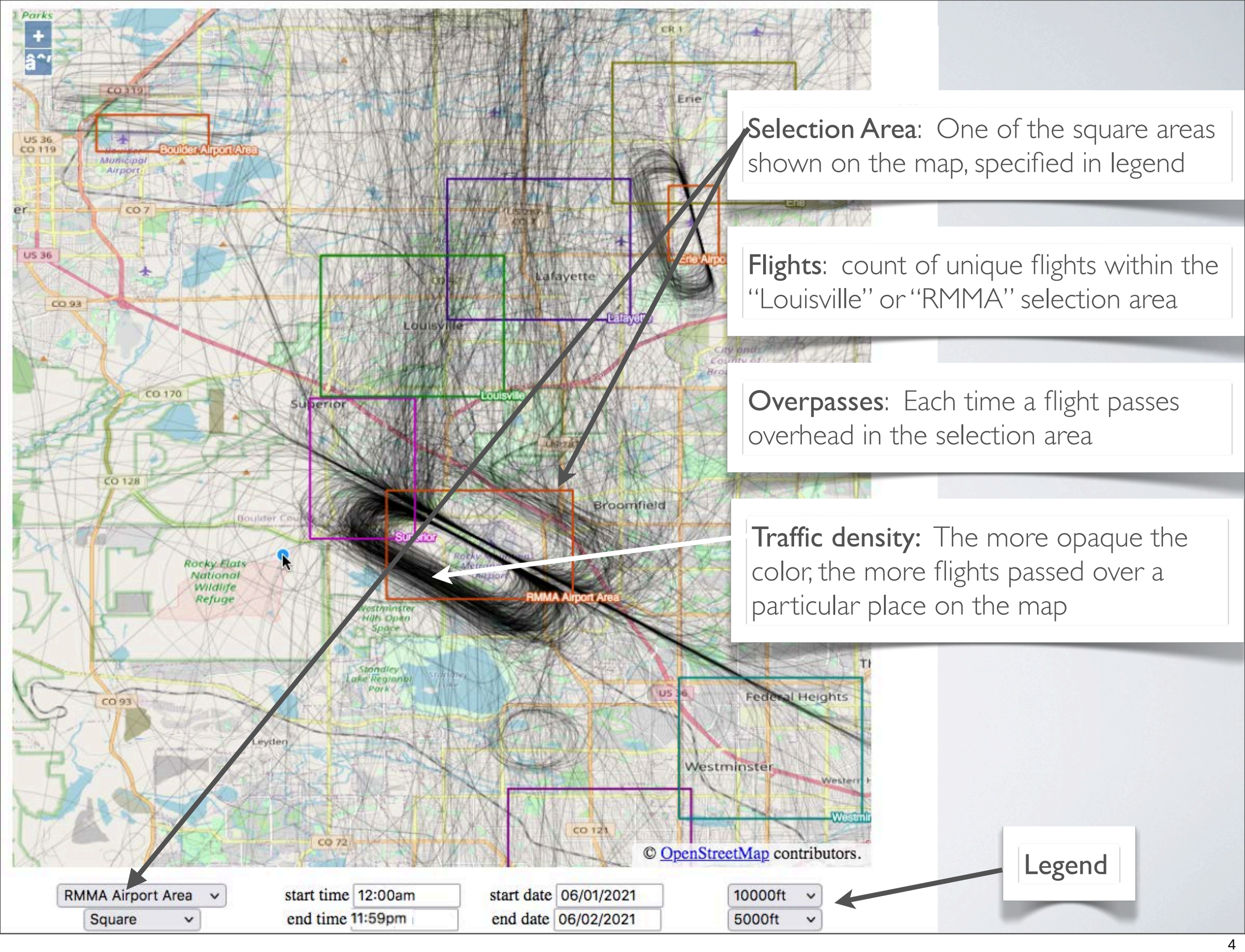
- Provide accurate data and visualizations about flight activity from RMMA and overflight impacts to the city of Louisville

- Receive feedback and answer questions from city council

WHAT IS IN THIS PRESENTATION?

- Visualizations of June 2021 flights at RMMA
- **Focus on June 2021 flight overpasses of Louisville**
- Comparison of overpasses of Louisville and neighboring cities
- RMMA flight traffic impacts compared to other front range airports

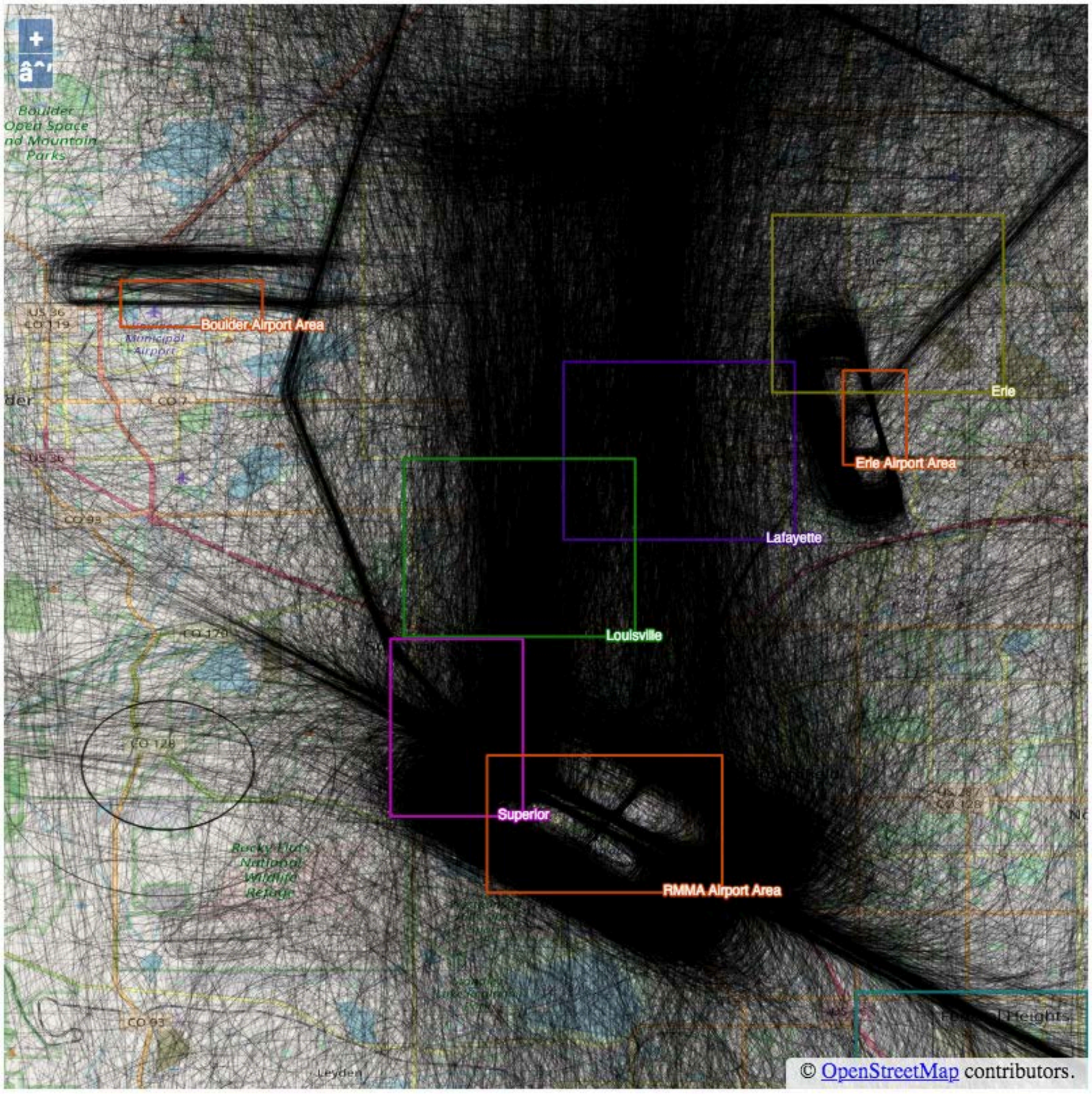
* Data is representative of flight traffic in summer months



It takes at least 16 flights to pass over a point on the map before it is fully black
A flight is different from a RMMA flight-op

RMMA TRAFFIC
June 2021

11,364 Flights*



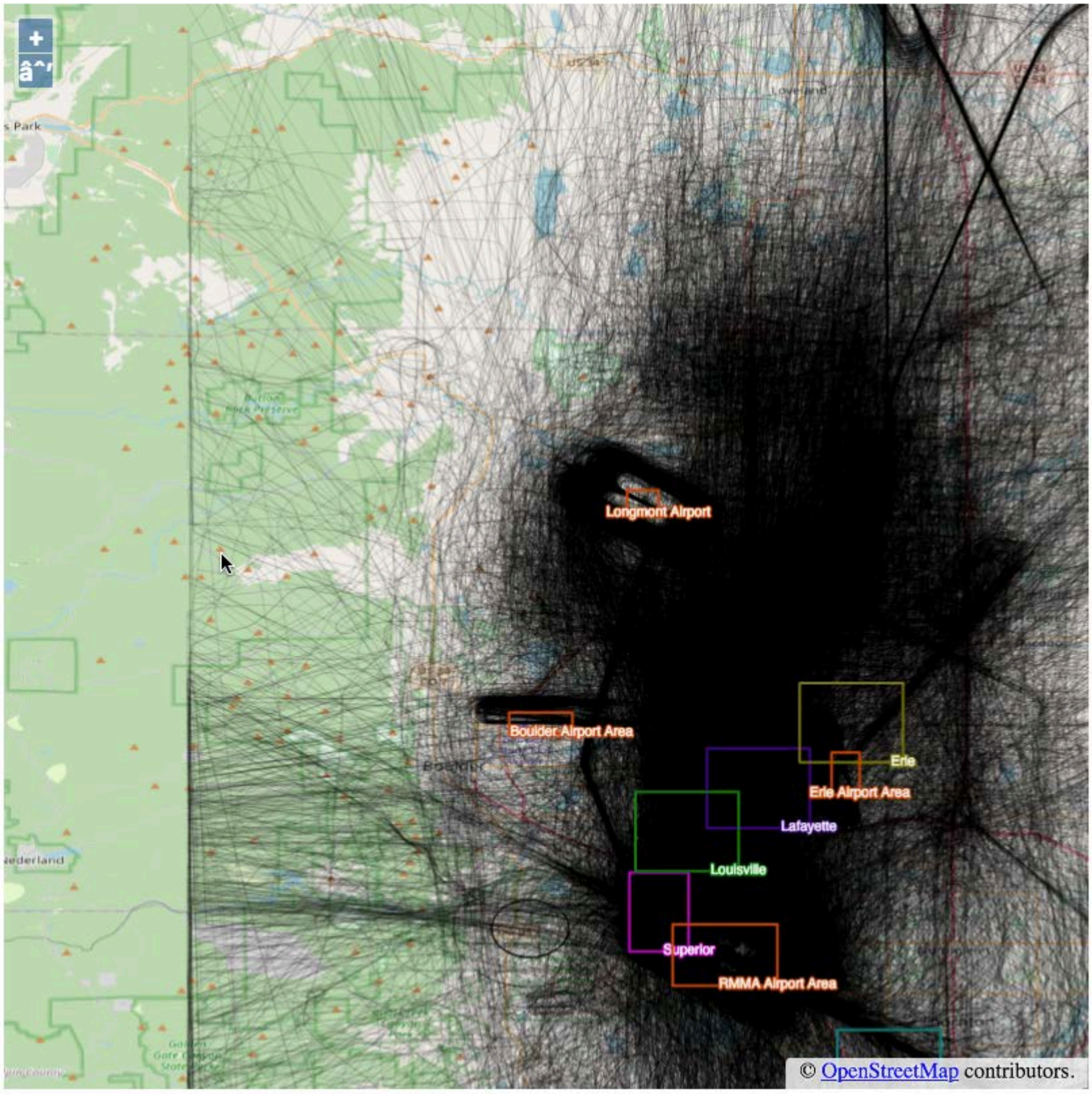
*This count will not be the same as Airport OPSNET counts

This visualization is of all unique flights detected within the “RMMA Airport Area” using icao24 identifiers
It is related to but not the same as RMMA flight-ops

note differences in traffic north of RMMA vs all other directions

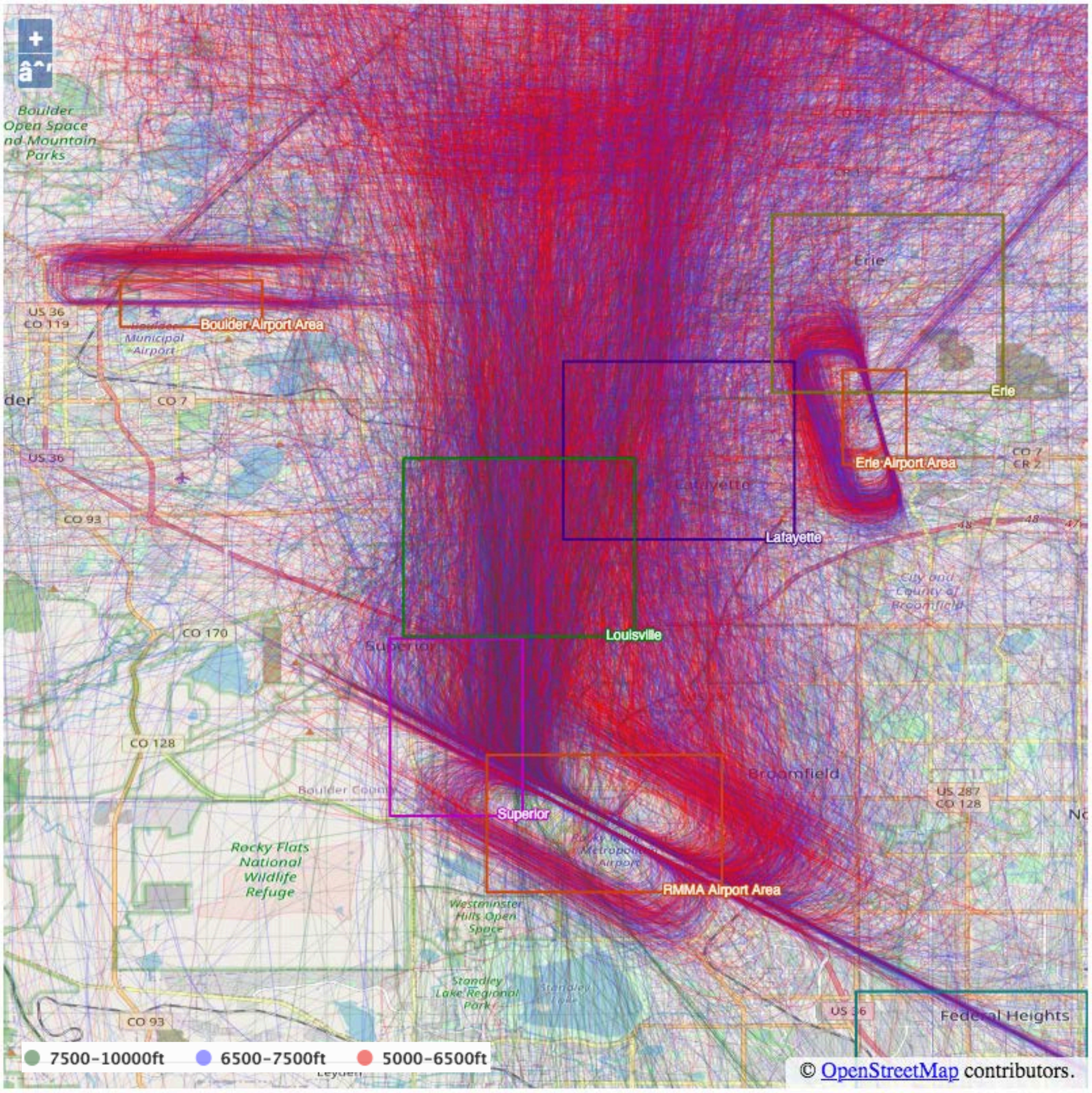
RMMA
REGIONAL TRAFFIC
June 2021

11364
Flights



RMMA Airport Area
No Selection
start time 12:00am
end time 12:00pm
start date 06/01/2021
end date 06/30/2021
10000ft
5000ft

A regional (zoomed out) view of the reach of RMMA traffic
The boundary on the left is the limitation of the dataset, not an indication no flights go further west



Louisville | No Selection | start time 12:00am | end time 11:59pm | start date 06/01/2021 | end date 06/30/2021 | 10000ft | 5000ft

TOTAL LOUISVILLE OVERPASSES

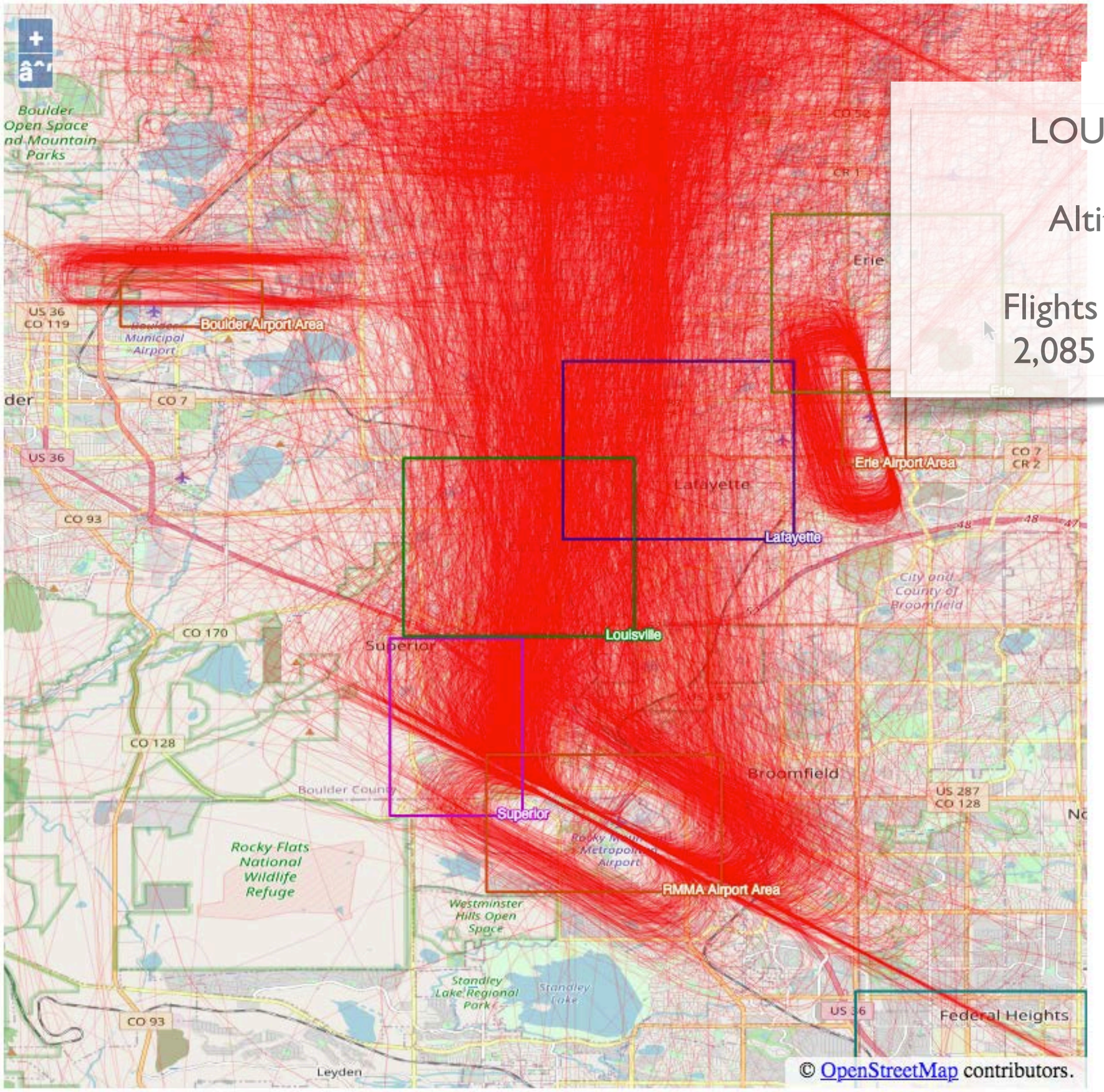
ALTITUDES
5,000-10,000FT

JUNE 2021

flights	overpasses
4,414	5,043

* minimum altitude is valid only in the Louisville selection area

Flights only over a spatial sampling area (approximately 10 square miles) positioned over Louisville (green box)
A **"FLIGHT"** is a unique aircraft identified by icao24, an **OVERPASS** counts each time an aircraft flies over the selection area
Counts of overpasses over Louisville selection area at least once ONLY, any flights outside of the Louisville selection area are not shown or counted
168 overpasses per day on average in June and a maximum number of 255 flights/day (see slide 13 for more details)



Louisville | No Selection | start time 12:00am | end time 11:59pm | start date 06/01/2021 | end date 06/30/2021 | 6600ft | 5000ft

LOUISVILLE OVERPASSES

Altitudes: 5,000-6,600ft*

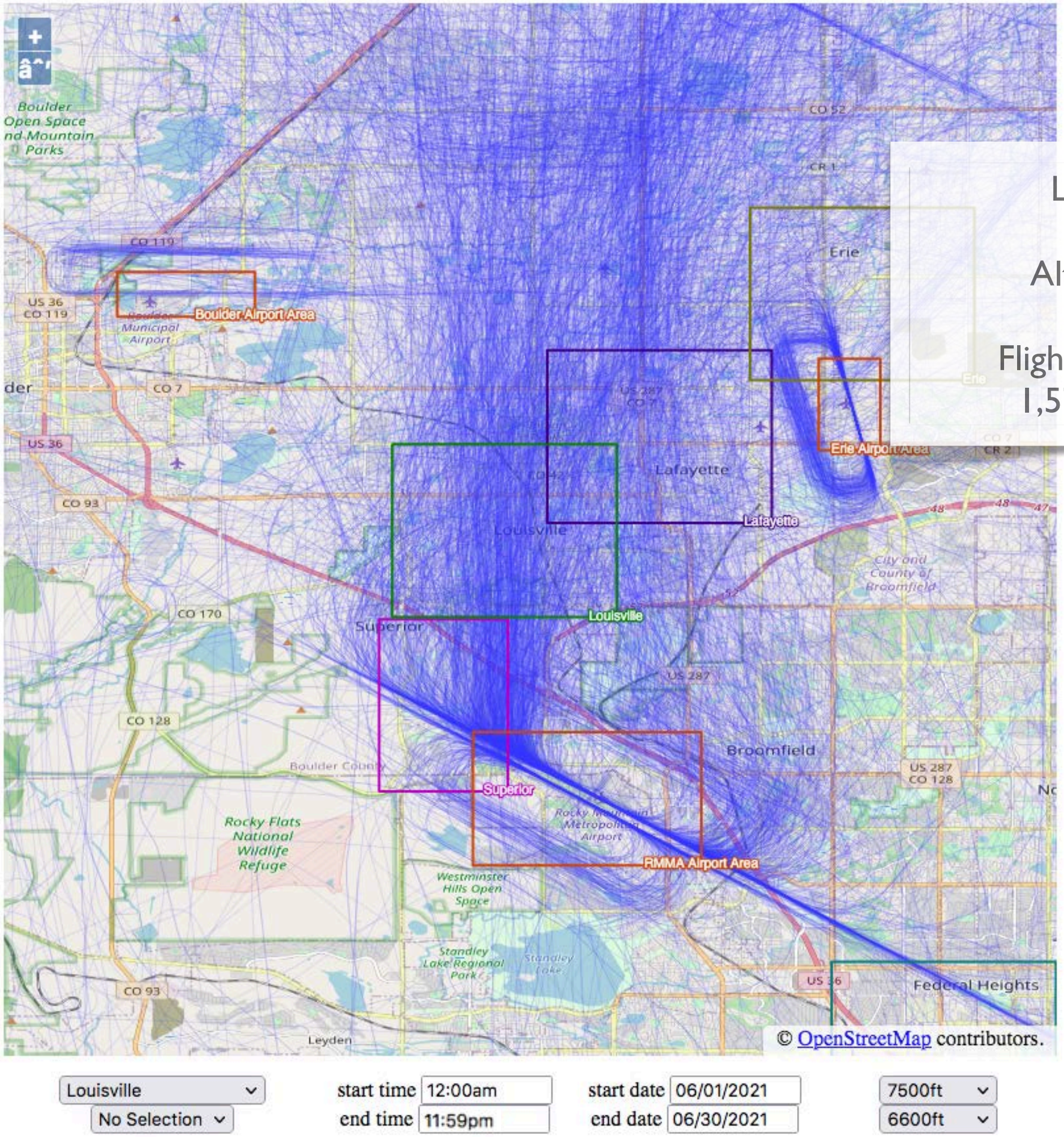
Flights	Overpasses
2,085	2,585

* min altitudes are valid only in the Louisville selection area

8

41% of total overpasses

RMMA is 5669 ft



Louisville Overpasses

Altitudes: 6,600-7,500ft*

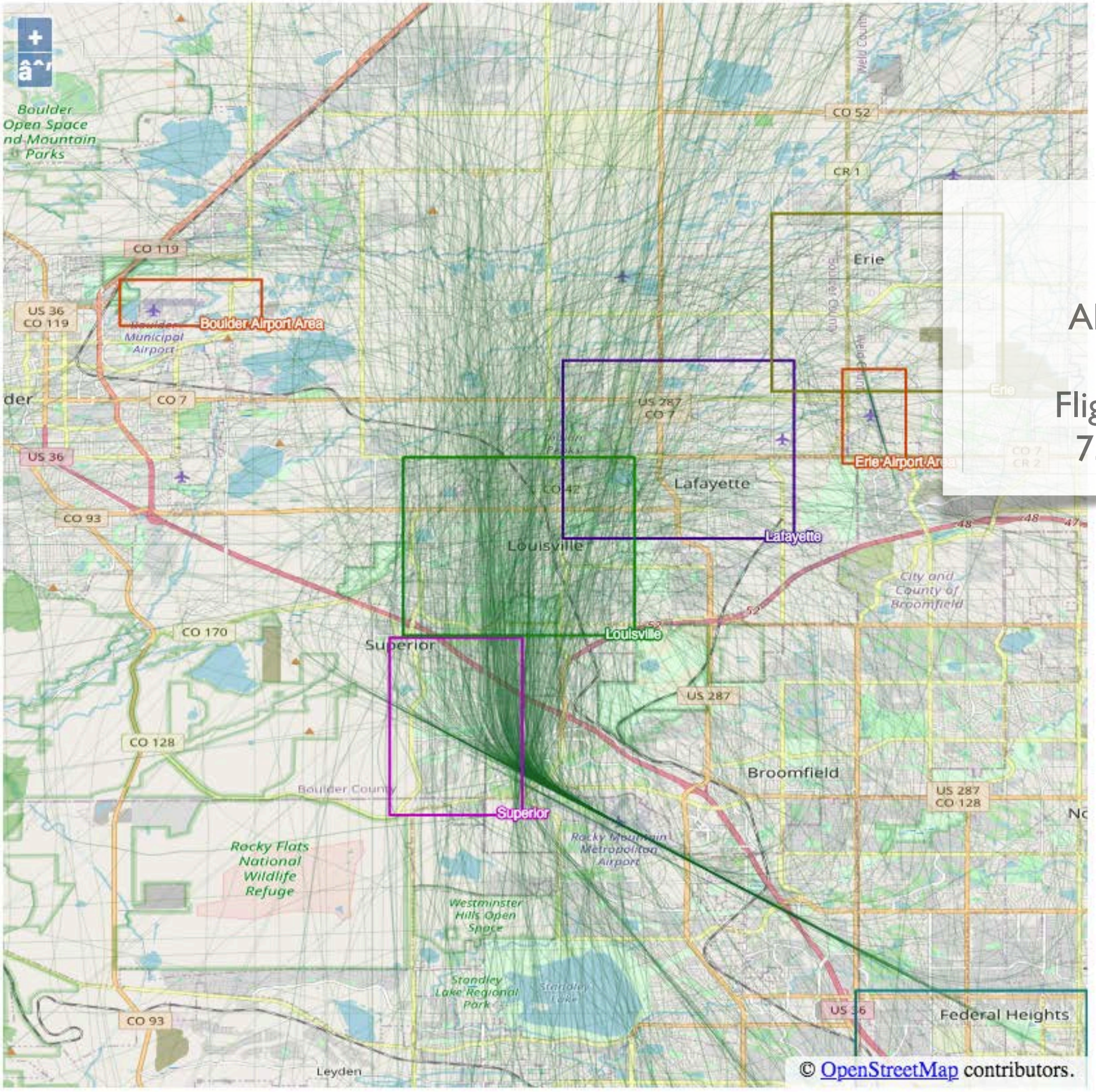
Flights	Overpasses
1,574	1,683

* minimum altitudes are valid only in the Louisville selection area

33% of total overpasses

A mixture of piston-aircraft and jets

Notice some leaving the area, some congregating in the “practice areas



Louisville Overpasses

Altitudes: 7,500-10,000ft*

Flights	Overpasses
755	775

* minimum altitude. Valid only in the Louisville selection area

15% of total overpasses
likely jet aircraft,
notice that the flights leave the area, not using other local airports

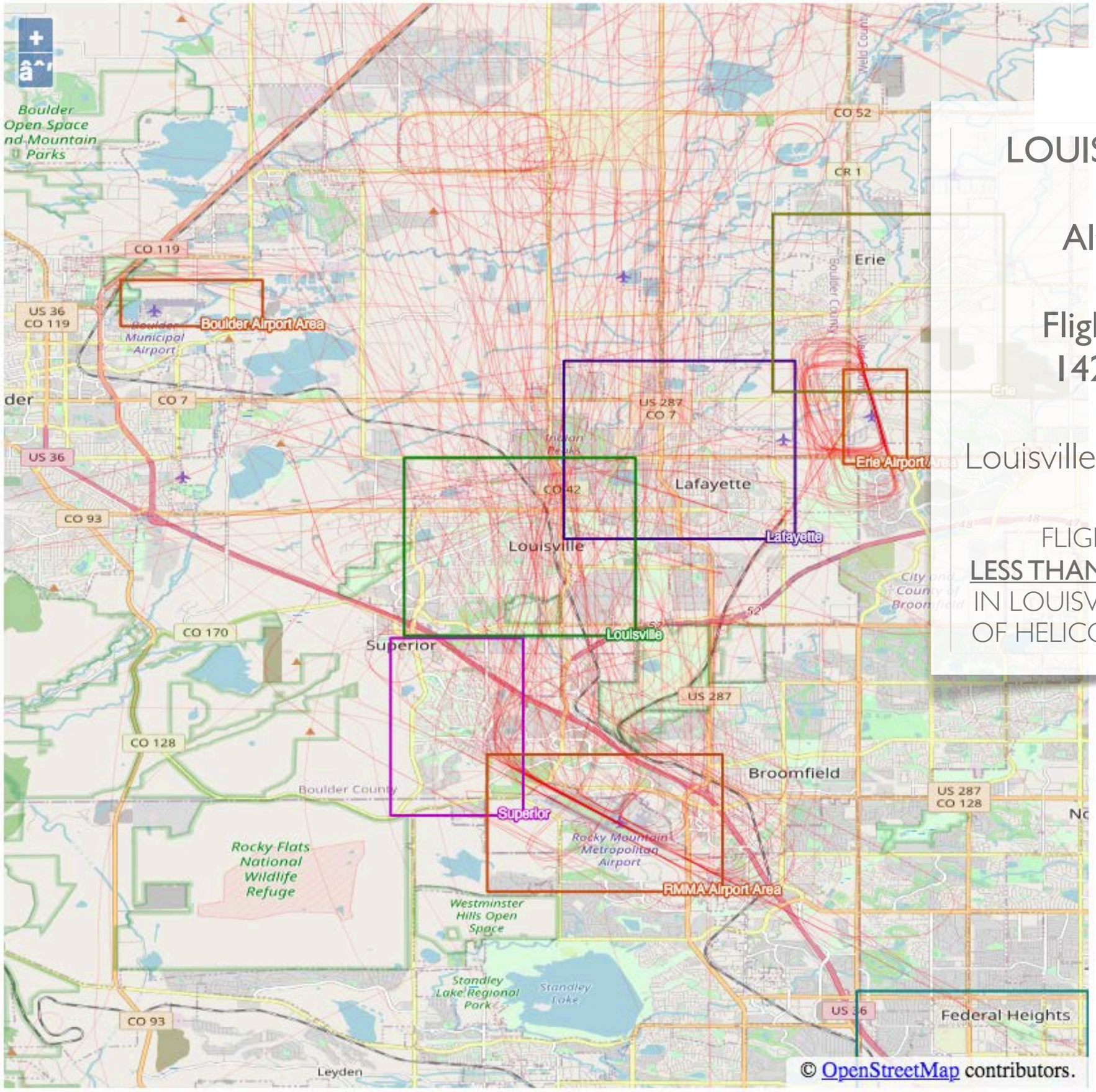
LOUISVILLE LOW OVERPASSES

Altitudes: 5,000 - 6,100ft*

Flights	Overpasses
142	180

Louisville ground altitudes 5,300-5,600ft

FLIGHTS HAVE A MIN ALTITUDE OF **LESS THAN 500FT ABOVE** THE HIGHEST POINT IN LOUISVILLE AND APPEAR TO BE A MIXTURE OF HELICOPTERS AND FIXED WING AIRCRAFT



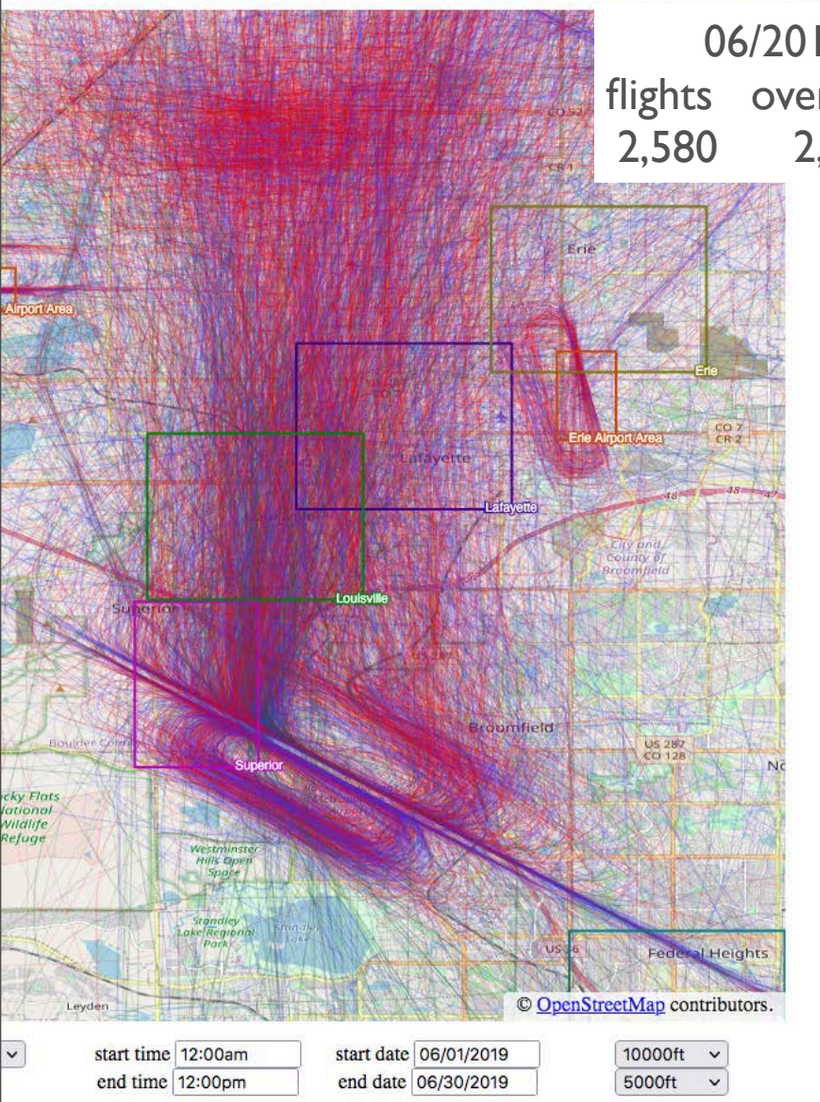
Louisville | No Selection | start time 12:00am | end time 11:59pm | start date 06/01/2021 | end date 06/30/2021 | 6100ft | 5000ft

* minimum altitude is valid only in the Louisville selection area

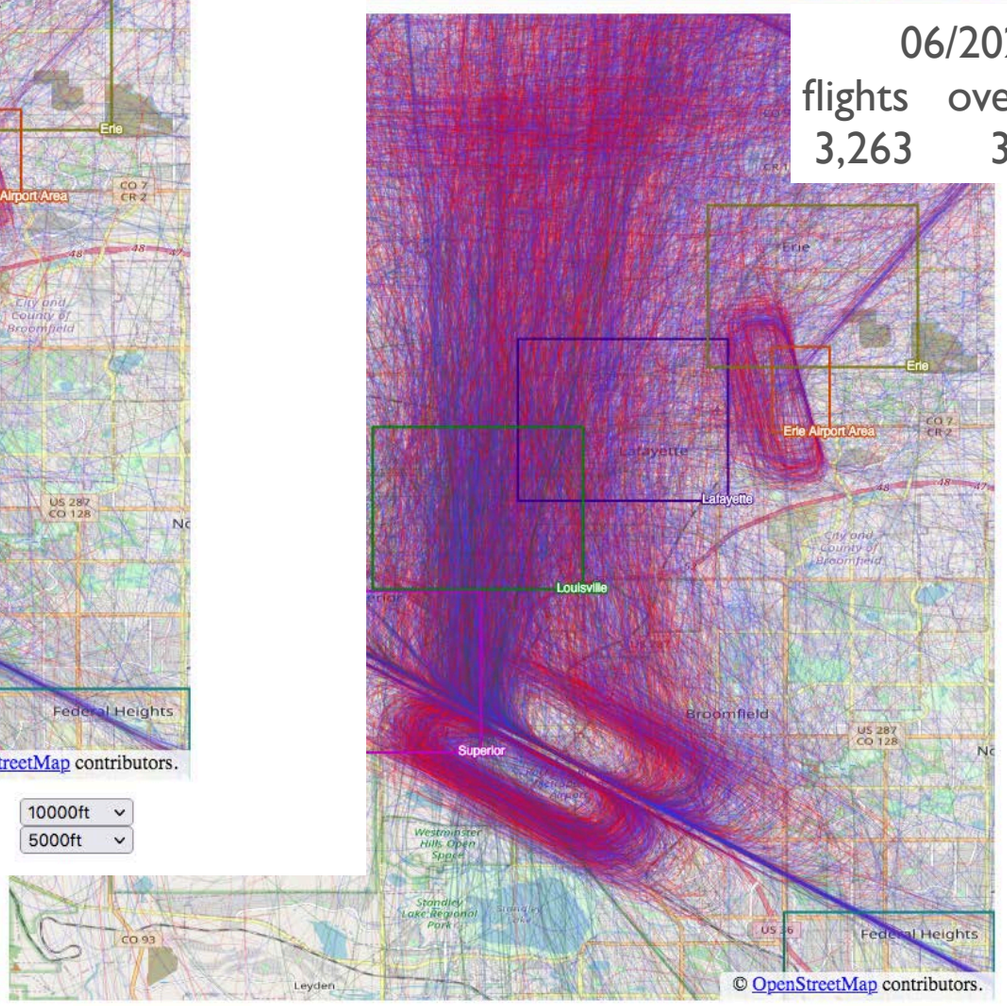
The count is a mixture of helicopter traffic and fixed wing traffic less than 500ft above Louisville's highest ground point

THREE YEARS OF LOUISVILLE AIRCRAFT TRAFFIC

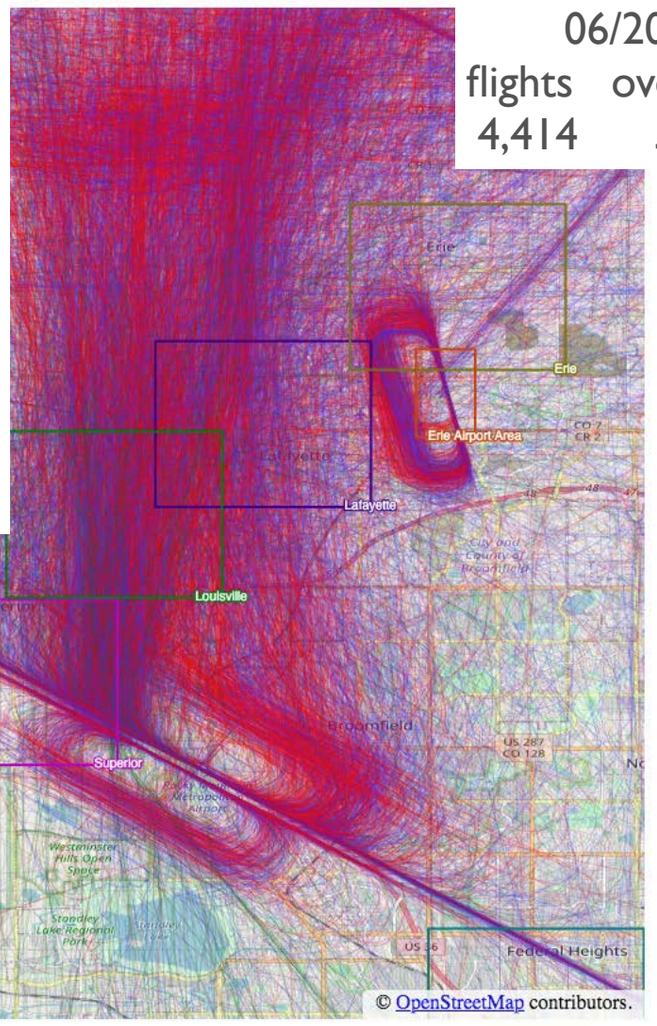
06/2019
flights 2,580
overpasses 2,948



06/2020
flights 3,263
overpasses 3,860



06/2021
flights 4,414
overpasses 5,043

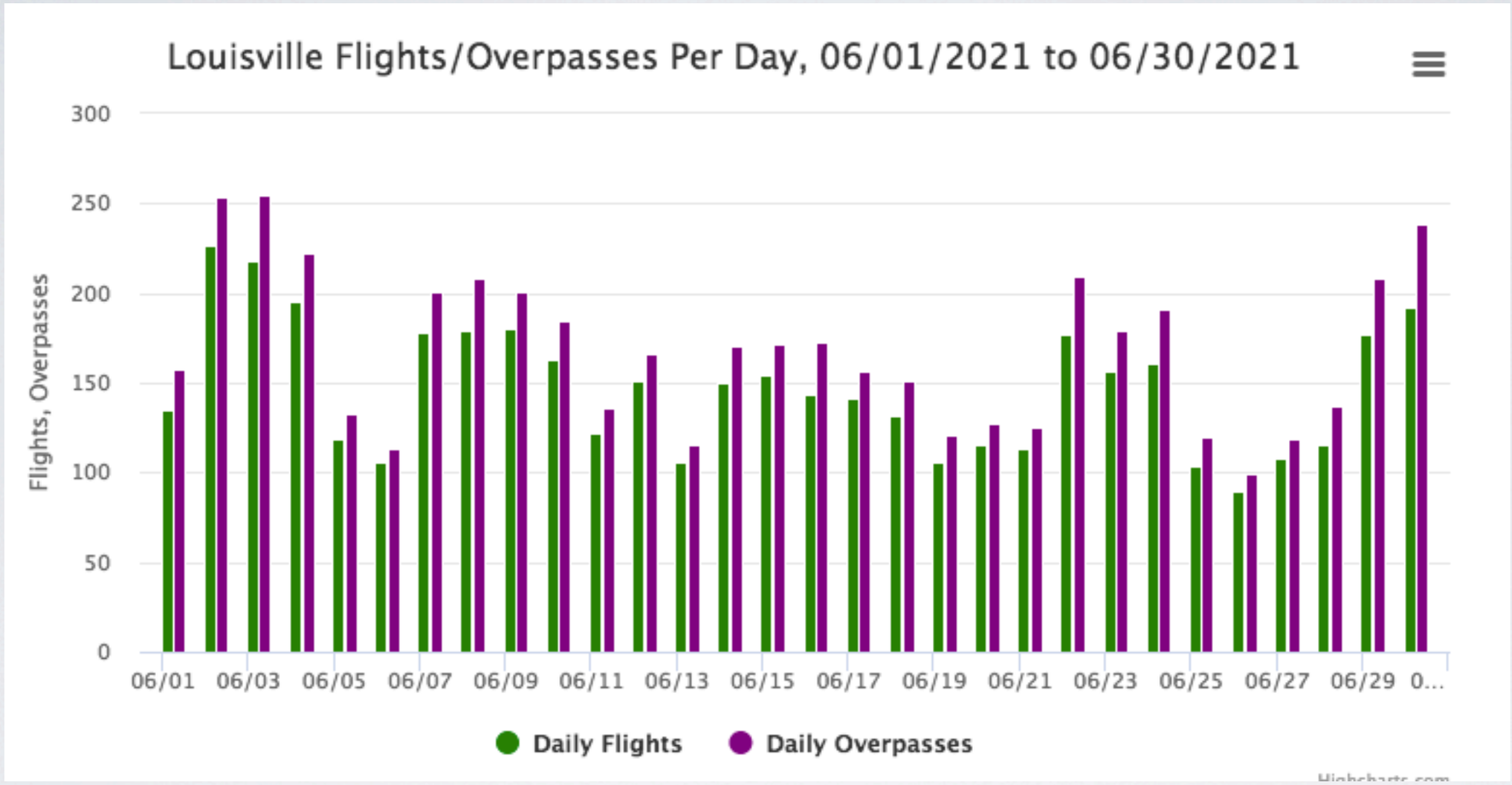


7500-10000ft 6500-7500ft 5000-6500ft

* altitudes are valid only in the Louisville selection area

2019 compared to 2020 – flights increase 26%, overpasses increase 30%
2020 compared to 2021 – flights increase 35%, overpasses increase 30%
full compliance with ADS-B was required Jan 2020, which may cause an undercount in 2019

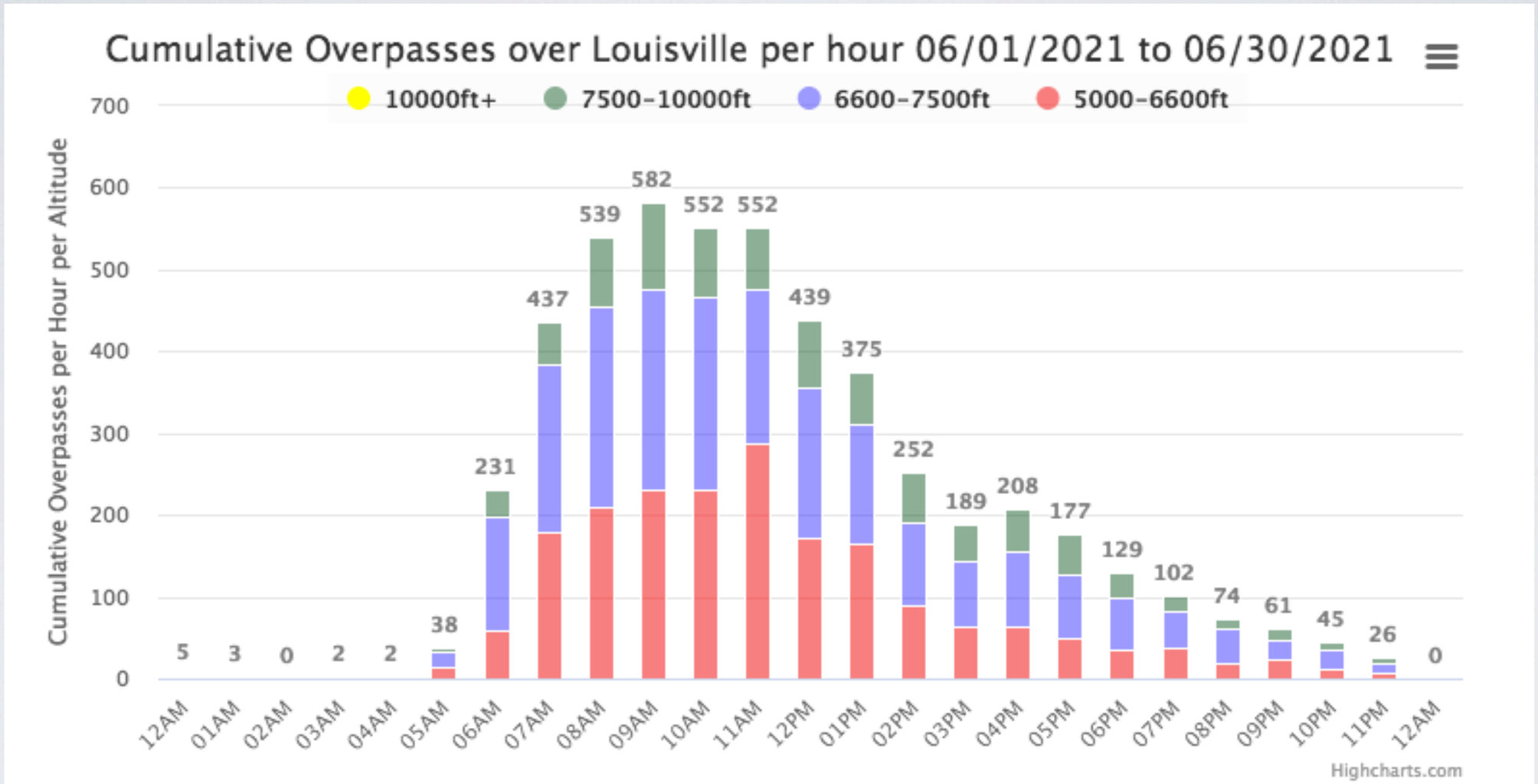
LOUISVILLE FLIGHTS/OVERPASSES PER DAY



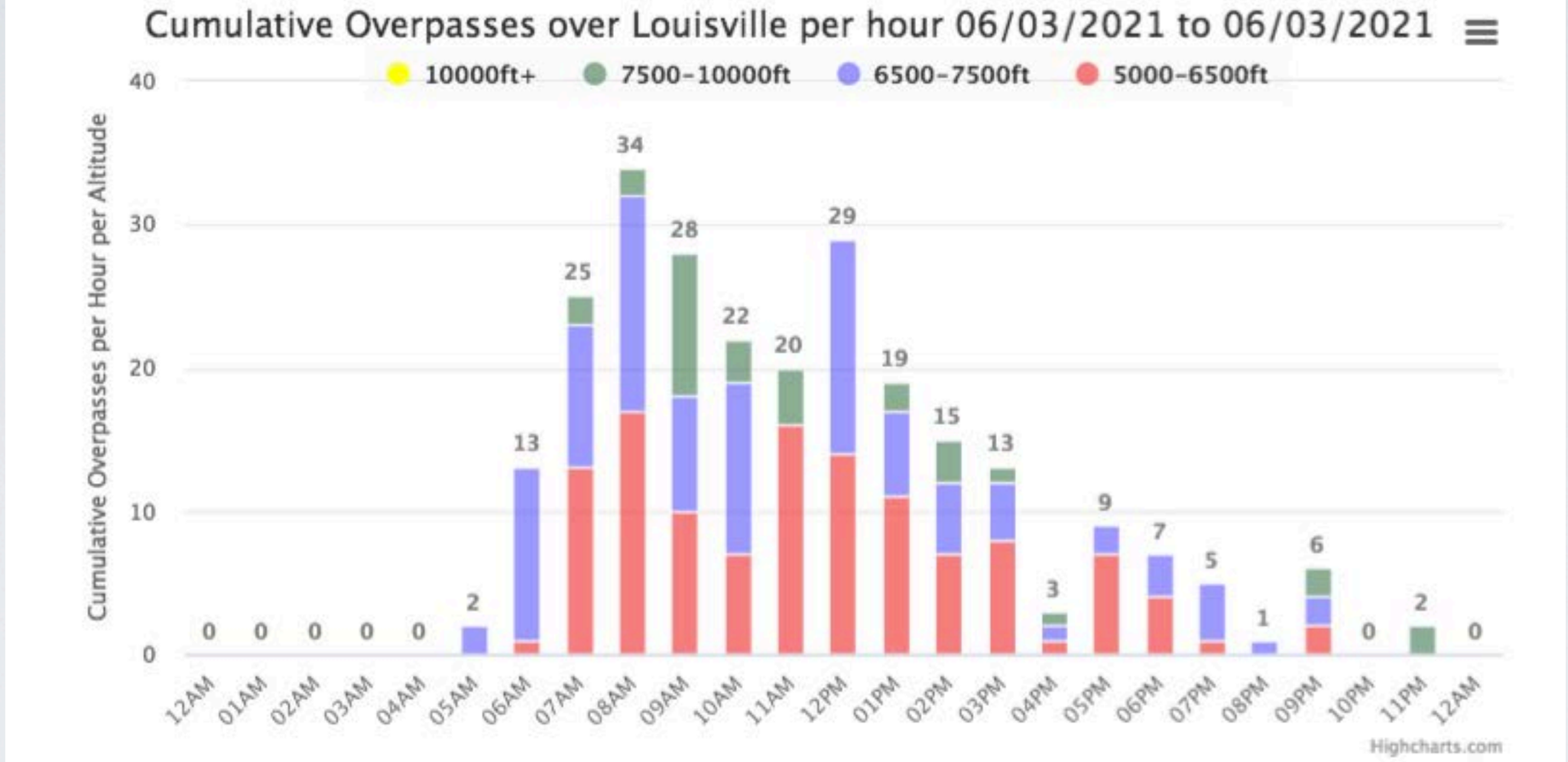
J

The busiest day, June 2, 3 – 255 overpasses an average of an overpass every 4.2 minutes
The least busy day was June 26 – 100 overpasses = an overpass every 10 minutes
These stats are for the 18 most flown hours, with guidance from the next slide which shows hourly averages

LOUISVILLE OVERPASSES PER HOUR

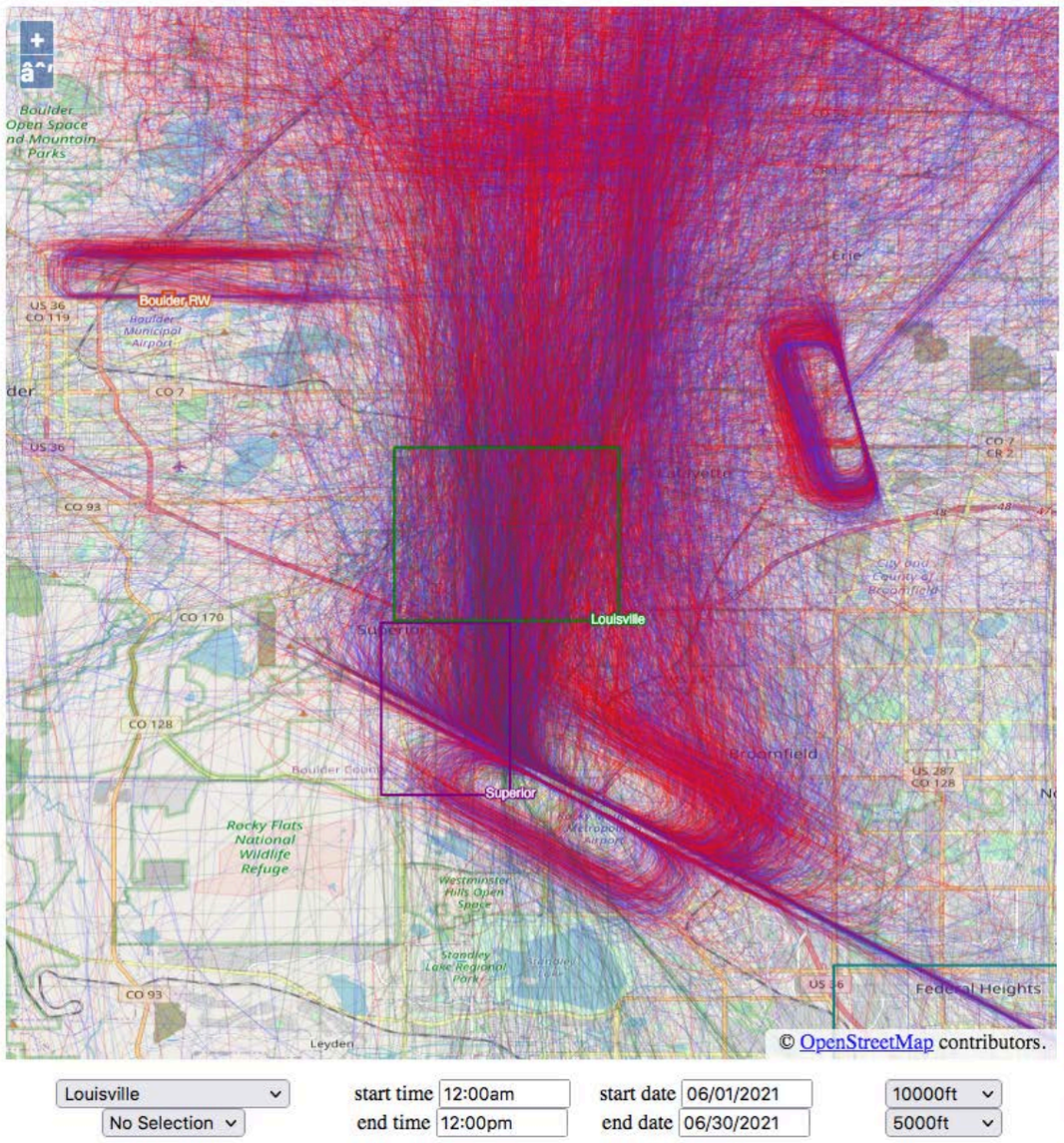


9:00 TO 10:00AM is the busiest hour – An average of 19.4 per hour,
or **an overpass every 3 minutes,** each day of the month
In the 9:00 to 10:00 range, on June 3, the busiest day of the month, **an overpass every 1.75 minutes**
(see next slide for June 3 details)



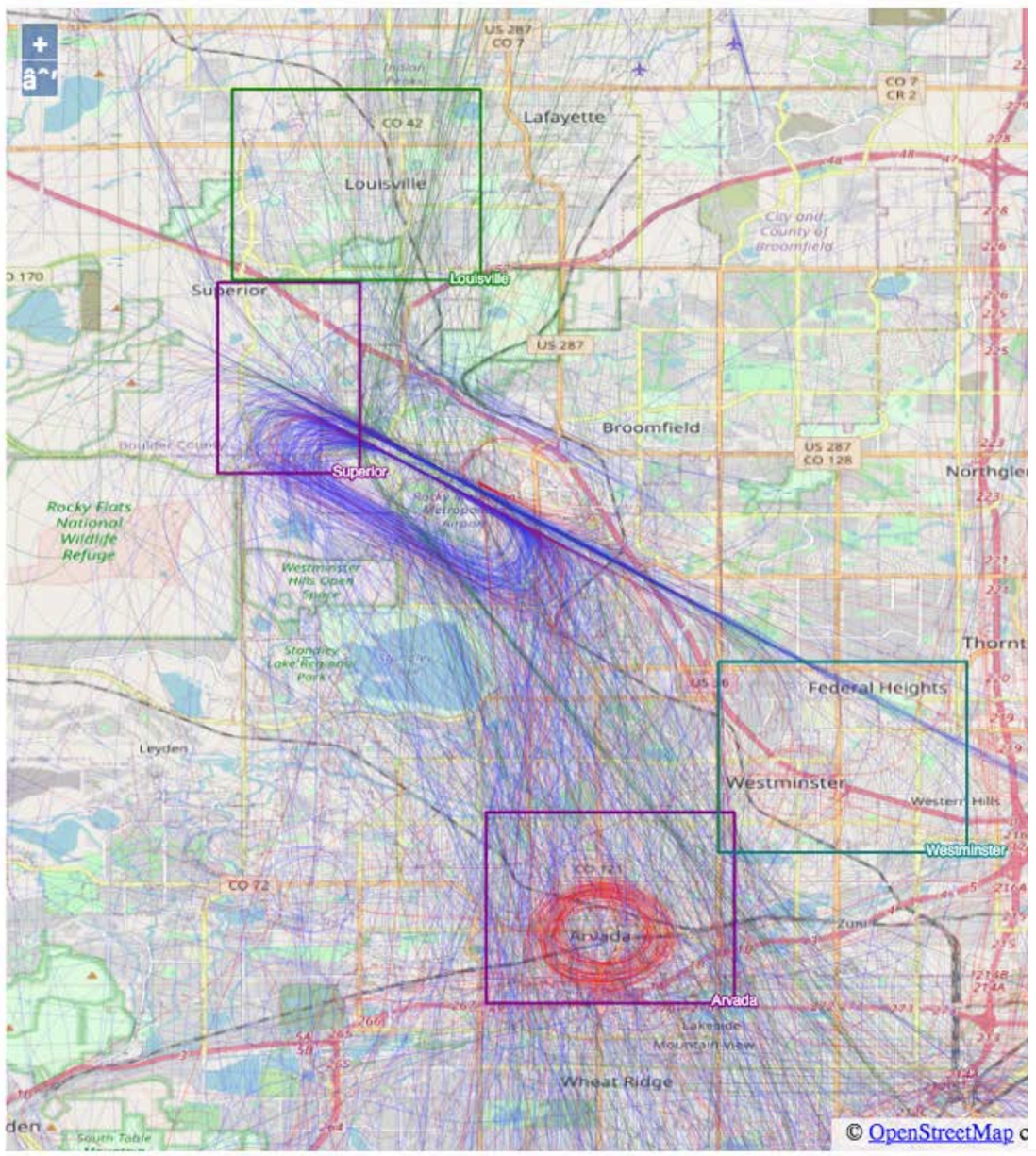
June 3 was the busiest day with 255 total flights
8:00-900am was the busiest hour with 34 overpasses = **an average of 1.75 minutes between overpasses.**

LOUISVILLE TRAFFIC COMPARED WITH ARVADA TRAFFIC 06/2021



flights 4,414 overpasses 5,043

LOUISVILLE



flights 621 overpasses 827

ARVADA

7500-10000ft 6500-7500ft 5000-6500ft

* altitudes are valid only in the Louisville and Arvada selection areas respectively

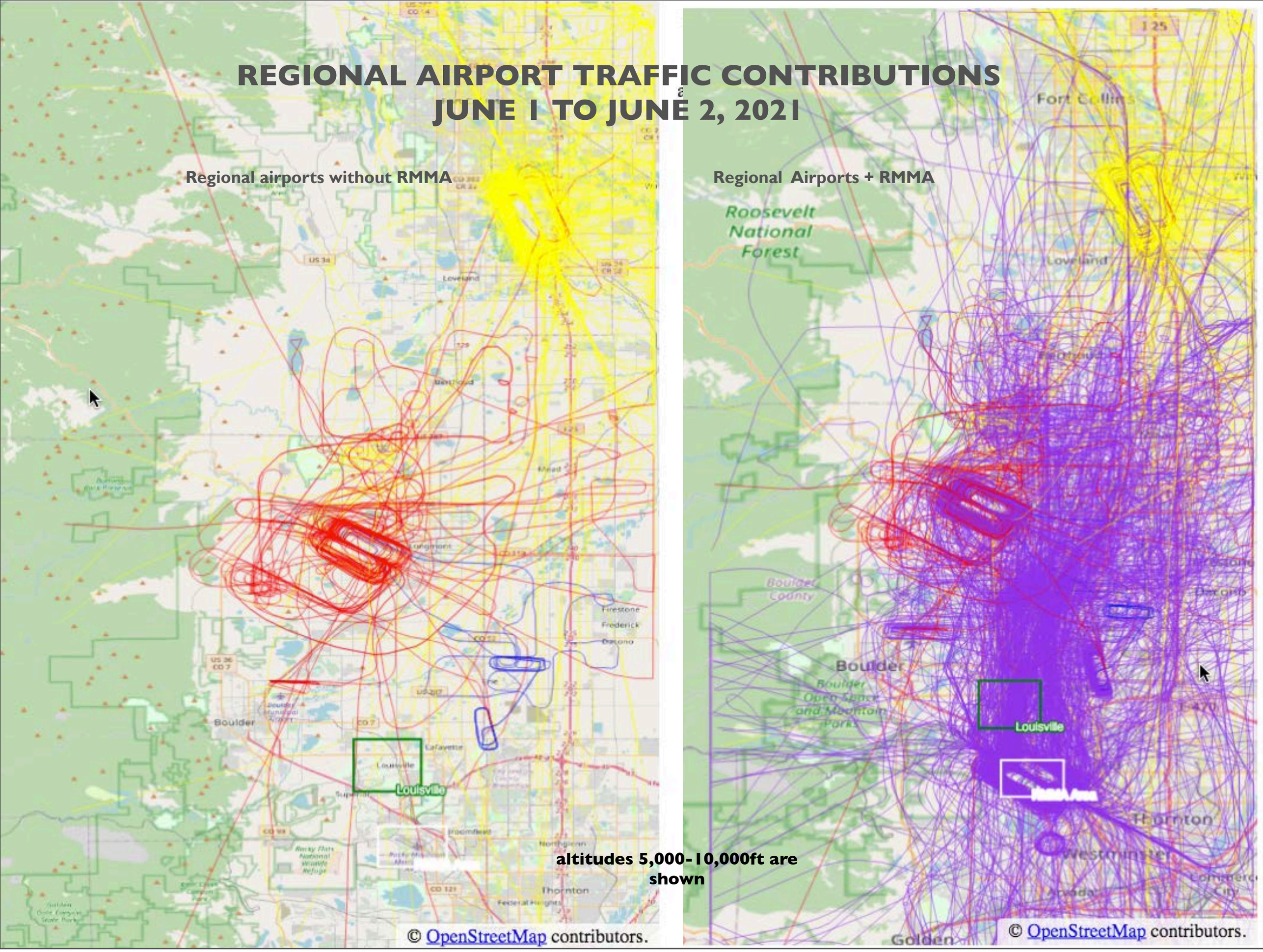
16

Different communities will have different numbers, Westminster's will be likely higher, for instance
To make a fair comparison, the spatial selection areas over each city are the same size
For Arvada 827 = 27.5 OVERPASSES PER DAY / 18 HOURS = average of an overpass every 39 minutes
5043 = 168.1 OVERPASSES PER DAY / 18 HOURS = an average of an overpass every 6.4 minutes

REGIONAL AIRPORT TRAFFIC CONTRIBUTIONS
JUNE 1 TO JUNE 2, 2021

Regional airports without RMMA

Regional Airports + RMMA



Left image is GA airport traffic originating/departing at all GA airports except RMMA
Right image adds the contribution of RMMA

NEXT STEPS

- Similar presentation to Community Noise Roundtable (CNR)
- Support and facilitate flight path studies by the CNR and RMMA
- Engage with the community and CNR to propose flight paths to the FAA for regulatory actions
- Continue focused engagement with CNR/RMMA
- Collaboration with FAA and federal regulation partners.

QUESTIONS AND FEEDBACK

SUBJECT: **PURCHASING POLICY UPDATES**

i. **RESOLUTION NO. 8, SERIES 2025 – A RESOLUTION AMENDING THE CITY OF LOUISVILLE PURCHASING POLICIES**

II. **ORDINANCE NO. 1890, SERIES 2025 – A ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 3.08 OF THE LOUISVILLE MUNICIPAL CODE PERTAINING TO THE PROCUREMENT OF GOODS, SERVICES AND CONTRACTS FOR PUBLIC WORKS – 2nd READING (advertised City of Louisville Website 02/07/2025)**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **RYDER BAILEY, CPA, FINANCE DIRECTOR**

SUMMARY:
City Council, through Resolution No 37, Series 2021, last updated the Purchasing Policy on May 18th, 2021. It is best practice for City Staff to regularly review and update this Policy.

Recommended modifications to the Policy can be summarized as follows;

- Adjustments to Purchasing Level Authority, to align with neighboring jurisdictions and Federal Guidelines
- Incorporate Federal Procurement Requirements
- Clarify Cooperative Purchasing
- Administrative Clean Up
- Modify reimbursement of sales tax paid

BACKGROUND:
Adjustments to Purchasing Level Authority:

Purchasing Level Authorities were last adjusted in 2015. Minimum PO requirement ($2,500) dating back to 2006.

Staff surveyed ten cities (Frederick, Firestone, Lafayette, Longmont, Westminster, Broomfield, Thornton, Brighton, Superior and Golden), and all except Superior allow informal quotes <$50,000. The majority of survey cities require formal bids for purchases >$50,000, Longmont is the exception and requires formal bidding

>$250,000. The adjustment proposed to the purchasing levels is consistent with Federal procurement guidelines. Federal procurement allows informal quotes under $250,000 unless the local purchasing policy level is lower, then must use local policy.

Purchase requisitions are time consuming for staff around the City and slow the purchasing process. Finance processes over 400 purchase requisitions per year which a process that involves department or admin staff in all departments creating the requisitions, managers, directors and the Finance Director to review and approve. For any requisitions >$10,000, the City Manager's approval is also required. Removing the requirement for a requisition for all purchases <$10,000 is anticipated to eliminate approximately 50% of the workload related to requisitions. While a requisition would not be required for purchases between $5,001 and $10,000, Staff will be required to solicit multiple informal bids or justify sole source provider, and submit documentation to Finance in order for invoices to be paid.

<u>Incorporate Federal Procurement Requirements:</u>

- 2 CFR Part 200 (collectively known as "Uniform Guidance") contains federal regulations jurisdictions are required to meet when using federal funds. Proposed purchasing levels and bid requirements meet or exceed the Uniform Guidance.
- Explanation of suspension and debarment requirements added to the Purchasing Policy along with a link to the federal website for verification of specific vendors.
- Definition of capital asset in the Purchasing Policy is amended from $5k to $10k which matches current City policy and meets federal procurement requirements.
- The current Purchasing Policy does not include federal procurement requirements. In July 2024, the City of Louisville was monitored by the State and this was a finding.

<u>Clarify Cooperative Purchasing:</u>

- Purchasing Policy currently allows staff to "piggyback" on contracts from State bid system, General Services Administration (GSA), or the Multiple Assembly of Procurement Officials (MAPO).
- Proposed amendment does not limit staff to the three named agencies, it allows use of any purchasing consortium along with other local governments if pricing available through those entities is advantageous to the City.
- Proposed amendment would eliminate the cap in which cooperative purchases could be leveraged.

<u>Administrative Clean Up: Add Links, Formatting Consistency</u>

- Replaces appendix with links throughout the Purchasing Policy to ensure staff are using the most up to date document related to the purchasing requirement.
- Multiple changes to standardize formatting in the document.

Reimbursement of Sales Tax Paid

- The language in the current purchasing policy requires employees to reimburse the City for sales tax paid to a vendor. Oftentimes, this means the employee is required to pay back <$1 which is administratively burdensome for all parties involved.
- Per direction given by the Finance Committee, an employee may be required to reimburse the City for sales tax paid in excess of $100 or may be requested to obtain a refund for the City from the vendor.

FISCAL IMPACT:
Staff is unable to precisely quantify amount of staff time saved. However, revisiting the Purchasing Policy is anticipated to significantly reduce staff time spent on smaller purchases while maintaining existing procurement controls.

FINANCE COMMITTEE:
At their November 21st meeting, the Finance Committee reviewed, provided feedback, and supported the proposed revisions and updates to the City's Purchasing Policy.

RECOMMENDATION:
Staff recommends approval of Resolution No. 8, Series 2025 and Ordinance No. 1890, Series 2025.

ATTACHMENT(S):
1) Resolution No. 8, Series 2025
2) Ordinance No. 1890, Series 2025
3) Proposed Purchasing Policy – clean copy
4) Proposed Purchasing Policy – red line
5) Other Municipality Purchasing Levels
6) Presentation

RESOLUTION NO. 8
SERIES 2025

A RESOLUTION AMENDING THE CITY OF LOUISVILLE PURCHASING POLICIES

WHEREAS, the City Council previously adopted the City of Louisville Purchasing Policy & Purchasing Card Program Requirements on May 18, 2021 (the "Purchasing Policy"); and

WHEREAS, the City desires to amend the Purchasing Policy to:

1. Adjust purchasing level authority; and
2. Incorporate federal procurement requirements; and
3. Clarify cooperative purchasing; and
4. Modify sales tax reimbursement requirements; and
5. Complete administrative clean up.

WHEREAS, the above-referenced amendments have been added to the draft purchasing policy attached hereto as ***Exhibit 1***; and

WHEREAS, City Council desires to adopt ***Exhibit 1*** as the Purchasing Policy of the City of Louisville, to replace the Purchasing Policy adopted May 18, 2021.

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

Section 1. The City Council hereby adopts ***Exhibit 1*** as the City of Louisville Purchasing Policy, to be effective March 20, 2025. ("Purchasing Policy").

Section 2. All other versions of the City of Louisville Purchasing Policy & Purchasing Card Program Requirements are hereby rescinded and replaced by the Purchasing Policy adopted by this Resolution.

PASSED AND ADOPTED this 18th day of February 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

Exhibit 1

City of Louisville
COLORADO • SINCE 1878

PURCHASING POLICIES

Proposed February 18, 2025

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OBJECTIVE

The City of Louisville is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical and prudent way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

USE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Louisville, and confer no rights, duties or entitlements to any bidders or proposers.

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at $10,000 or more, and having a useful life greater than one year.

Capital Improvement Projects – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's multi-year capital improvement plan.

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets ($10,000 or more).

Competitive Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested vendors.

Cost of Operations – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

Emergency conditions - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

Encumbrances – An amount of money committed by purchase order, but not yet expended for the purchase of a specific good or service.

Expenditures – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Independent Contractor – any person having a contract with the City for specific work as defined in the contract's scope of work.

Invitation to Bid – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

Over Budget Expenditures - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

Professional Services – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

Request for Proposals – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

Request for Qualifications – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

Retainage – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

Services – The furnishing of a contractor's labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

Sole Source Purchase – A procurement of goods or services that can only be obtained from a single supplier capable of meeting all specifications and purchase requirements or when it is in the City's best interests.

Surplus Property – Materials and equipment which are no longer necessary to City operations, are obsolete, or are excessively expensive to maintain.

Unbudgeted expenditures – Expenditures for which no funds have been budgeted.

Written Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project. Does not require publication of notice on the City's web site if three valid bids can be obtained.

SECTION II – PURCHASING LEVELS

	< $50.00	$50.01 - $4,999.99	$5,000 - $9,999.99	$10,000 - $49,999.99	$50,000 - $99,999.99	$100,000 & > all purchases
Required Process & Forms	Purchasing Card or Petty Cash Requisition Form	Purchasing Card or Check Request	1. A minimum of three (3) telephone or email bids/quotes/ proposals 2. Contract as appropriate 3. Purchasing Card or Check Request	1. A minimum of three (3) written bids/quotes/ proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Bid Process as outlined in this Policy 2. Contract approved by City Manager 3. Purchase Requisition 4. Check Request	1. Bid Process as outlined in this Policy 2. Contract approved by the City Council 3. Purchase Requisition 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	Supervisor	Department Director or Designee	Department Director or Designee	Department Director or Designee, & Finance Director	Department Director, Finance Director, & City Manager	Department Director, Finance Director, City Manager & City Council
Amendments & Change Orders			Increases greater than 10% or more than $10,000 (excluding any contingency) require additional approval			

Additional Considerations: *Any proposed purchase in the following categories shall require City Council approval:*

- *Any request for proposal for professional services as defined over $100,000*
- *Any sole source item over $100,000*
- *Any item over $50,000 that is more than 10% over the approved budget*
- *Any item with policy implications not previously addressed and resolved by City Council. Further, every City employee responsible for approving any contract—regardless of the dollar amount—shall refer to the City Manager for consideration any contract they believe may have such policy implications.*

- ***All bids/quotes/proposals are public information and can be released to the public following bid award. The City may determine to not release trade secrets or other confidential commercial, financial or personal information.***
- ***Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.***
- ***One original signed contract must be submitted to Central Records at CentralRecords@LouisvilleCO.gov or contact the City Clerk's Office with questions.***

SECTION III – PURCHASE REQUISITIONS

A purchase requisition serves to inform the Finance Department of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

TYPES OF PURCHASE REQUISITIONS

PETTY CASH REQUISITIONS

The petty cash fund shall be used to pay for small obligations which do not exceed $50.00. Petty cash requisitions (Petty Cash Form) are submitted to the City's cashier and will be honored only if the requisition is properly completed and bears the appropriate departmental manager approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to cashier within one business day);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to obtain the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

PURCHASE REQUISITIONS

Purchase requisitions shall be used to initiate the purchase of materials or services of $10,000 or more and for which a purchase order will be issued. Purchase requisitions will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating vendors, and preparing purchase requisition far enough in advance of the required date;
- All requisitions must be approved by the Department Director and the Finance Director and, if over $50,000, approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with vendors.

SECTION IV – PURCHASE ORDERS

A purchase order (P.O.) authorizes a vendor to release goods or services to the City and informs them that funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the order is completed and signed by

an authorized representative of the City and the vendor demonstrates his acceptance of the purchase order through the initiation of some action to fill the order.

The Finance Department shall be responsible for the completion and issuance of all purchase orders following the approval of the purchase requisition. The Finance Department shall email the completed purchase order to the requisition initiator.

A standard purchase order is to be used for all purchases of $10,000 or more excluding the following areas.

EXEMPT ITEMS

- Council Approved Service Contracts;
- Debt Service;
- Ditch Assessment Charges;
- Dues & Subscriptions;
- Education Expenses;
- Grants, Contributions, and Intergovernmental Agreement (IGA) Obligations;
- Insurance;
- Investment Transactions;
- Land Acquisition;
- Lease Payments;
- Maintenance and Support Licensing Agreements (associated with an approved contract);
- Payroll (checks, taxes, and deductions);
- Professional Services as defined;
- Travel Expenses;
- Utilities

PURCHASE ORDER AMENDMENTS

The Finance Department has the authority to pay an invoice that exceeds the purchase order by 10% or $10,000.

When the actual expenditure exceeds the purchase order amount by 10% or $10,000, a second and complete approval process must be obtained via purchase order amendment (for overages of $10,000 or more) or by manual approval on the check request (for overages of less than $10,000).

SECTION V – BIDDING

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet City Charter and City Code requirements, to meet Colorado statutory requirements applicable to the City, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The City Manager and Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, "bidding" shall include requests for bids, requests for proposals, requests for qualifications, and/or statements of qualifications. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services above $50,000 and all purchases of cars, trucks, and heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in "State and Other Allowed Bids" and "Sole Source Purchases."

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER $50,000

All purchases within the financial parameters of $5,000 to $49,999 shall require informal bidding procedures.

- For purchases between $5,000 and $9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations and may use a contract when appropriate. If three (3) quotations are not obtained, valid justification must be provided and approved by the Department Director;
- For purchases between $10,000 and $50,000 the requesting department shall use a contract and obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the Department Director and Finance Director;
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL: (unless otherwise stated, the responsibility for these steps falls on the requesting department)

a) Develop specifications/information;

b) Provide specifications to identified vendors in writing by mail or email or verbally over the phone;

c) Use the RFP process if the Department Director determines it appropriate for the project;

d) Evaluate the quote/bid/proposal results and determine which quote/bid/proposal serves the City's best interests;

e) Use the City-approved Contract form (Sample Independent Contractor Agreement);

f) If purchase is greater than $9,999.99, submit the Purchase Requisition with quotes/bids/proposals to the Finance Department. If the recommended vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid. If purchase is less than $10,000, the requesting department is responsible for maintaining documentation of informal quotes;

g) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER $50,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published on the City's website at LouisvilleCO.gov and the City's official bidding web site at least fourteen (14) days prior to the date set for the opening of bids. Requests for bids may also be posted in any other website, publication or journal suitable for the item being purchased with the same fourteen (14) day requirement.
- Notices, general instructions, conditions, addendums, and specifications must be published in the same website(s), publication(s), or trade journal(s) where the original request for bid was posted.

STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Bid documents shall contain the following information:

- Where the bidder can obtain bid documents;
- Any costs of bid documents;
- Bid submittal deadline;
- Date, time and location of bid opening;
- Any bond or insurance requirements;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
- General conditions;
- Minimum specifications;
- Bid proposal form;
- Delivery date or completion date;
- Period of bid validity;
- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;

d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;

e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

f) For purchases using federal funds, the requesting Department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards;

g) Reports:

- If over $50,000 but less than $100,000, prepare a report for the City Manager listing the preferred vendor and justification;

- If over $100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

h) Use City Attorney approved contracts and insurance and bond requirements;

i) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

j) Obtain signatures on all contracts;

k) Complete Purchase Requisition and forward to the Finance Department;

l) Finance Department issues a Purchase Order;

m) Notice of final payment and settlement is published by the Department two (2) times in the newspaper for all improvement projects, with the second notice to be published no later than ten (10) days before final payment is made (over $150,000).

STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare the request for proposal. All documents become public information upon completion of the proposal opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Request for Proposals shall contain the following information:

- Where the bidder can obtain information;
- Proposal submittal deadline;
- Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- Any bond or insurance requirement;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;

- General conditions;
- Minimum specifications;
- Bid proposal form (if there is one);
- Delivery date or completion date;
- Period of bid validity;
- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.

d) The RFP may be mailed or emailed to identified vendors and shall be posted on the City's web site (LouisvilleCO.gov);

e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);

f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

g) For purchases using federal funds, the requesting department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

h) Reports:

- If under $100,000, prepare a report for the City Manager listing the preferred vendor and justification;
- If over $100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

i) Use City Attorney approved contracts and insurance and bond requirements;

j) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

k) Obtain signatures on all contracts;

l) Complete Purchase Requisition and forward to the Finance Department;

m) Finance Department issues a Purchase Order;

n) Final payment notices are published by the Department two (2) times in the newspaper for all improvement projects (over $150,000).

STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the vendor must have. See bonding and insurance requirements listed below;

b) The RFQ may be mailed or emailed to identified vendors and shall be posted on the City's web site (LouisvilleCO.gov);

c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;

d) Once all RFQ's are evaluated and the list of qualified vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific vendors.

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the vendor's bid price if the bid is over $150,000 and at least 5% of the vendor's bid if under $150,000.

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of $150,000 per state statute. The performance bond shall be in amount equal to 50% of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of $150,000. The payment bond shall be in an amount equal to 50% of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

All contractors are required to provide certificates of insurance with the City named as additional insured, as specified in the contract agreement.

BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;

- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

COOPERATIVE PURCHASING

City staff may purchase goods or services under any general bid or purchase contracts of the United States Government, State of Colorado, or other governmental jurisdictions at the prices, terms, and conditions specified in the general bid or purchase contract. If it is advantageous to the City, staff may purchase goods or services through a consortium for government agencies including but not limited to the State of Colorado bids (solicited through the Bid Information and Distribution System), the Multiple Assembly of Procurement Officials (MAPO), the General Services Administration (GSA), or Sourcewell to get the benefit of the pricing available through those procurement systems.

These purchases do not require a sole source justification and are exempt from the formal bid process. They are subject to the normal approval process.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract— which is any contract with a term extending beyond the current fiscal year—that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."

INTEGRATED PROJECT DELIVERY CONTRACTING PROCESS (DESIGN-BUILD)

The City Council may award an integrated project delivery ("IPD," sometimes referred to as "design-build") contract for a City capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the City Council that IPD

represents a timely or cost-effective alternative for the public project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the City Manager, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. Notice of the initial solicitation for an IPD procurement shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. The City may also publish notice of the solicitation in a trade journal or post notice on the City's website and the City's official bidding web site. The IPD procurement shall be completed in compliance with the procedures above that are applicable to the selected method of competitive/formal bidding. After reviewing the proposals, the City Council may accept the proposal that, in its estimation, represents the best value to the City. In the procurement and administration of an IPD contract, the City may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS

SOLE SOURCE PURCHASES

It is the policy of the City of Louisville to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

PURCHASE IN THE AMOUNT OF $5,000 TO $9,999

To request a sole source purchase, prepare a memorandum justifying the sole source purchase with Department Director approval. Attach the sole source justification to the check request or Pcard reconciliation.

PURCHASE IN THE AMOUNT OF $10,000- $49,999.00

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Bidding procedures may be waived by the Finance Director when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

PURCHASE IN THE AMOUNT OF $50,000 OR MORE

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Sole Source purchases over $50,000 require the approval of the City Manager.

Sole Source purchases over $100,000 require the approval of the City Council.

LOCAL VENDOR PREFERENCE

To encourage purchasing within the City of Louisville, it is the policy of the City of Louisville to recognize and solicit quotes/bids from local vendors. Whenever such local sources exist and are competitive, purchases shall be made from local vendors; however, all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local vendors must have a current valid sales and use tax license (formerly business license) on file with the City of Louisville.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local vendors providing the proposal or quote is within 5% or $1,000 (whichever is less) of the lowest bid.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference shall not be applied.

ETHICS IN CITY CONTRACTING

The City Code of Ethics, which is set forth in Sections 5-6 through 5-17 of the City Charter, sets forth ethical standards concerning City contracting. These standards apply to City officers, employees and public body members and include, among other standards, that employees not have an interest in a contract with the City, unless certain rules are met. These rules generally require that employees may only be interested in contracts where all procurement rules have been followed and the employee has complied with the City's disclosure and recusal rules. These rules further provide that an employee interested in a contract may not attempt to influence any City employee or decision maker who has influence or decision-making power over the contract.

Town officers, employees and public body members involved in the procurement process are required to comply with the Code of Ethics and all laws governing such process.

SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the Finance Department and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the user department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by electronic approval to the requesting department and to the Finance Department, which may be required to complete the transaction for the requesting department. The user department or Finance Department will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Emergency Operations Center (EOC) that requires the presence of a Finance Department representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to $50,000.
- Finance Director – Approval of emergency purchase up to $100,000.
- City Manager – Approval of emergency purchase over $100,000.

SECTION VIII –CHECK REQUESTS

PAYMENT REQUESTS

Check request forms (Check Request Form) are used to request payment for materials or services. Check requests must adhere to the following:

- Original invoice must be attached;
- Attach additional documentation as appropriate, such as receiving documents, packing slips, informal quote documentation, and sole source justification.
- All requests must be signed by the department director or an assigned designee;
- P.O. must be referenced if applicable;

- Full or partial payments must be indicated.

Checks will be cut in accordance with the Accounts Payable (AP) schedule. AP staff may require additional information when appropriate.

SECTION IX – DISPOSAL OF SURPLUS PROPERTY

The purpose of this policy is to provide guidance regarding the disposal of City assets. The guiding principles are to ensure assets to be disposed of are made available to the public on an equitable basis, to realize the maximum return on investment when disposing of assets, and to ensure that assets are removed timely and accurately from the City's accounting books and records.

POLICY

- The Department Director shall be responsible for the determination of surplus equipment and salvageable items;
- The Operating Department shall be responsible for the disposal of all surplus property, excluding real property;
- All surplus items and obsolete articles shall be disposed of in one of the following manners:
    a) Transferred to another department;
    b) Sold to the highest bidder at public auction or via other public offer;
    c) Trade-in on the same or similar item;
    d) Recycled;
    e) Donated to an approved City-sponsored charitable organization;
    f) Junked or scrapped and properly disposed of in an environmentally responsible manner.

Because one of the guiding principles in disposing of assets is to maximize the return on the investment, the above list presents the methods of disposition in the order most likely to achieve this goal. Therefore, use of a method other than transferring to another department or selling in a public forum should be documented and substantiated in the "Comment" section corresponding to the method chosen on the Asset Disposal Form.

Surplus property may not be given to an officer or employee of the City even if the City is disposing of it.

The disposal of evidence is handled by the Police Department under separate rules and regulations. The disposal of City records is handled by the City Clerk's office under separate records retention rules and regulations.

PROCEDURE

- Operating Departments should review assets on an annual basis, to determine if any are surplus or obsolete, based on the following criteria:
    a) Age and functionality;
    b) Mileage (vehicles);
    c) Maintenance history;
    d) Applicability to current City operations;
    e) Obsolescence;
    f) Availability of parts;
    g) Availability of support (intangible assets such as software).
- Department Director reviews and approves assets identified for disposal;
- Operating Department determines disposal method that realizes the best available net value and is conducted in a manner open and accountable to the public;
- Within 30 days of disposing the asset, the responsible department completes an Asset Disposal Form (Asset Disposal Form). The Form must include the Department Director's signature indicating approval of the disposition as well as the method of disposal;
- Operating Department forwards the Asset Disposal Form to the Finance Department.

SECTION X – PURCHASING CARD PROGRAM

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing, and payment process. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing purchases;
- Receive faster delivery of required goods or services;

- Simplify the payment process.

CARD ISSUANCE

The requesting employee's manager sends a completed request form to the Program Administrator authorizing the issuance of a purchasing card. Upon receipt of the card, the Program Administrator reviews the card Guidelines (Purchasing Card Guidelines) with the employee. The cardholder agrees to adhere to the Guidelines by signing the Purchasing Card User Agreement. The User Agreement is filed by the Program Administrator. The cardholder is the only person entitled to use the card, and the card is not to be used for personal use.

LIMITATIONS AND RESTRICTIONS

A credit limit is set on each card. There also is a single transaction limit placed on the card, which means the card will be declined if the cardholder attempts to purchase more than this set amount at one time. A purchase may not be split to avoid the single transaction limit. The card may not be used for purchases requiring a purchase requisition and purchase order.

All requests for changes in limitations and restrictions must be requested by the Department Director to the Purchasing Card Administrator.

LOST OR STOLEN CARDS

The Purchasing Card should be kept in a secure location accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the bank immediately at 800-819-4249 and email the Program Administrator at ap@louisvilleco.gov.**

RECONCILEMENT AND PAYMENT

All transactions processed during the month will be available to each cardholder. Cardholders are responsible for reviewing the monthly statement for accuracy, providing a brief description and account number, and attaching an itemized receipt and other appropriate documentation (for example: invoices, verbal quotes, receiving documents, packing lists, or sole source justification) for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

DISPUTED OR FRAUDULENT CHARGES

If there is a discrepancy between the employee's records and the statement, the issue shall be addressed immediately. Depending on the type of discrepancy, the cardholder will need to contact either the merchant or the bank to resolve the disputed transaction.

If the cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be with the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If the merchant disagrees that an adjustment is necessary, the cardholder should immediately contact the Program Administrator who will work with the Purchasing Card provider to resolve the dispute.

Any fraudulent charge, i.e., a charge appearing that was not authorized, must be reported immediately to the Program Administrator. Prompt reporting of any such charge will help to prevent the City from being held responsible.

SALES AND USE TAX

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the purchasing card. If an employee happens to pay tax on a purchase, the employee should reach out to the vendor and attempt to have the sales tax reversed and refunded. If unable to obtain a reversal or refund, the employee may be required to reimburse the City of Louisville for the taxes paid. For sales tax charged and paid in excess of $100, Staff should take all reasonable efforts for City reimbursement.

LOSS OF PRIVILEGES

Failure to comply with the requirements of the Purchasing Card Guidelines may result in immediate revocation of the Purchasing Card privileges. The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement

SECTION XI – PURCHASING RULES FOR SPECIFIC EQUIPMENT

HARDWARE AND SOFTWARE

All hardware, software, and online services purchases must be reviewed and approved by the IT Division. Purchases will not be approved if the equipment is not compatible with the City's network or if the purchase requires the IT Division to acquire additional server space.

Use the City's standard Data Protection Contract Addendum, if necessary.

The IT Division determines the replacement schedule for all workstations and servers.

Servers and workstations only are paid for by the Technology Replacement Fund. All other computers and technology shall be purchased by departments out of their individual budgets.

SECTION XII –FEDERAL FUNDING

PURCHASES UTILIZING FEDERAL FUNDS

Louisville will meet or exceed procurement requirements as stated in 2 CFR Part 200 (Uniform Guidance) when using federal funds to purchase goods or services. Link: Uniform Guidance. Department Directors, Project Managers and other purchasers should consult the Uniform Guidance to ensure purchases using federal funds, specifically bidding requirements and suspension and debarment regulations, comply with those outlined in federal regulations.

For purchases using federal funds, purchasing Department must verify and retain documented proof the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards (Link to federal website to verify this information: SAM.gov | Search).The Unique Entity Identifier (UEI) is a 12 digit alpha numeric code assigned to organizations applying for federal grant funds. An active UEI is required to apply for or receive grant awards. Only one UEI is allowed per organization and federal ID number. The City Manager's Office will serve as the Account Administrator for the City's UEI and is responsible for renewing the UEI each year.

SECTION XII – IMPORTANT LINKS

Petty Cash Requisition Form

Check Request Form

Asset Disposal Form

Sample Request for Proposal

Sample Request for Qualifications

Sample Independent Contractor Agreement

Purchasing Card Guidelines

Sample Data Protection Addendum

ORDINANCE NO. 1890
SERIES 2025

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 3.08 OF THE LOUISVILLE MUNICIPAL CODE PERTAINING TO THE PROCUREMENT OF GOODS, SERVICES AND CONTRACTS FOR PUBLIC WORKS

WHEREAS, the City Council by Resolution No. 8, Series 2025 has amended the City of Louisville Purchasing Policies, to be effective March 20, 2025; and

WHEREAS, in connection with the adoption of the updated Purchasing Policies, the City Council desires to amend certain provisions of Chapters 3.08 of the Louisville Municipal Code pertaining to the procurement of goods, services and contracts for public works;

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

Section 1. Section 3.08.010 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 3.08.010. Public improvement construction by contract.

All work done by the city in the construction of works of public improvement shall be done by contract let to the lowest, best and responsive, responsible bidder as determined by the city, pursuant to purchasing procedures and requirements adopted by resolution of the city council, using the following purchasing levels:

Cost of Project	*Bid Procedure*
0 to $~~2,499~~4,999.99	Bids or quotes not required
$~~2,500~~5,000 to $9,999.99	Minimum of three telephone bids/quotes/proposals
$10,000 to $~~24~~49,999.99	Minimum of three written bids/quotes/proposals
$~~25~~50,000 to $99,999.99	Competitive bid process - approval by City Manager
Over $99,999.99	Competitive bid process - approval by City Council

The city shall not be required to advertise for and receive bids for such technical, professional, or incidental assistance as it deems wise to employ in guarding the interests of the city against the neglect of contractors in the performance of such work.

Section 2. Section 3.08.040 of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 3.08.040. – Bidding-Notice.

The city shall cause notice of the request for competitive bids to be published on the City's website at LouisvilleCO.gov and the City's official bidding website at least fourteen (14) days prior to the date set for the opening bids ~~in a newspaper of general~~

~~circulation in the city for two publications. The last publication shall not be more than 20 days nor fewer than 14 days prior to the date set for the opening of bids.~~ Such notice ~~shall be posted on the city's web site and~~ may also be published in any other publication of limited circulation or trade journal designated by the city. The city may also mail or e-mail copies of such notice to a reasonable number of persons or firms who could reasonably be expected to make a bid, but such mailing or e-mailing is not required unless directed by the city council or city manager. Wherever a larger number of publications is required by state law or this Code, as in section 3.08.020, or wherever federal procurement requirement are applicable, such notice requirements shall be followed. The notice to bidders shall describe the subject of the bids and the place where the specifications, conditions, and terms of the proposed contract may be obtained or examined, the time when and place where bids shall be received, and the time and place of the opening of bids. The notice to bidders shall also state that the city reserves the right to reject any and all bids.

Section 3. This amendment to the Louisville Municipal Code set forth herein shall take effect March 20, 2025.

Section 4. If any portion of this ordinance is held to be invalid for any reason, such decisions 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 5. 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 6. 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 4th day of February, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

_____
Light Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 18th day of February, 2025.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, Interim City Clerk

PURCHASING POLICIES

Proposed February 18, 2025

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OBJECTIVE

The City of Louisville is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical and prudent way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

USE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Louisville, and confer no rights, duties or entitlements to any bidders or proposers.

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at $10,000 or more, and having a useful life greater than one year.

Capital Improvement Projects – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's multi-year capital improvement plan.

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets ($10,000 or more).

Competitive Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested vendors.

Cost of Operations – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

Emergency conditions - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

Encumbrances – An amount of money committed by purchase order, but not yet expended for the purchase of a specific good or service.

Expenditures – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Independent Contractor – any person having a contract with the City for specific work as defined in the contract's scope of work.

Invitation to Bid – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

Over Budget Expenditures - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

Professional Services – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

Request for Proposals – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

Request for Qualifications – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

Retainage – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

Services – The furnishing of a contractor's labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

Sole Source Purchase – A procurement of goods or services that can only be obtained from a single supplier capable of meeting all specifications and purchase requirements or when it is in the City's best interests.

Surplus Property – Materials and equipment which are no longer necessary to City operations, are obsolete, or are excessively expensive to maintain.

Unbudgeted expenditures – Expenditures for which no funds have been budgeted.

Written Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project. Does not require publication of notice on the City's web site if three valid bids can be obtained.

SECTION II – PURCHASING LEVELS

	< $50.00	$50.01 - $4,999.99	$5,000 - $9,999.99	$10,000 - $49,999.99	$50,000 - $99,999.99	$100,000 & > all purchases
Required Process & Forms	Purchasing Card or Petty Cash Requisition Form	Purchasing Card or Check Request	1. A minimum of three (3) telephone or email bids/quotes/ proposals 2. Contract as appropriate 3. Purchasing Card or Check Request	1. A minimum of three (3) written bids/quotes/ proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Bid Process as outlined in this Policy 2. Contract approved by City Manager 3. Purchase Requisition 4. Check Request	1. Bid Process as outlined in this Policy 2. Contract approved by the City Council 3. Purchase Requisition 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	Supervisor	Department Director or Designee	Department Director or Designee	Department Director or Designee, & Finance Director	Department Director, Finance Director, & City Manager	Department Director, Finance Director, City Manager & City Council
Amendments & Change Orders			Increases greater than 10% or more than $10,000 (excluding any contingency) require additional approval			

Additional Considerations: *Any proposed purchase in the following categories shall require City Council approval:*

- *Any request for proposal for professional services as defined over $100,000*
- *Any sole source item over $100,000*
- *Any item over $50,000 that is more than 10% over the approved budget*
- *Any item with policy implications not previously addressed and resolved by City Council. Further, every City employee responsible for approving any contract—regardless of the dollar amount—shall refer to the City Manager for consideration any contract they believe may have such policy implications.*

- ***All bids/quotes/proposals are public information and can be released to the public following bid award. The City may determine to not release trade secrets or other confidential commercial, financial or personal information.***
- ***Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.***
- ***One original signed contract must be submitted to Central Records at CentralRecords@LouisvilleCO.gov or contact the City Clerk's Office with questions.***

SECTION III – PURCHASE REQUISITIONS

A purchase requisition serves to inform the Finance Department of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

TYPES OF PURCHASE REQUISITIONS

PETTY CASH REQUISITIONS

The petty cash fund shall be used to pay for small obligations which do not exceed $50.00. Petty cash requisitions (Petty Cash Form) are submitted to the City's cashier and will be honored only if the requisition is properly completed and bears the appropriate departmental manager approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to cashier within one business day);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to obtain the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

PURCHASE REQUISITIONS

Purchase requisitions shall be used to initiate the purchase of materials or services of $10,000 or more and for which a purchase order will be issued. Purchase requisitions will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating vendors, and preparing purchase requisition far enough in advance of the required date;
- All requisitions must be approved by the Department Director and the Finance Director and, if over $50,000, approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with vendors.

SECTION IV – PURCHASE ORDERS

A purchase order (P.O.) authorizes a vendor to release goods or services to the City and informs them that funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the order is completed and signed by

an authorized representative of the City and the vendor demonstrates his acceptance of the purchase order through the initiation of some action to fill the order.

The Finance Department shall be responsible for the completion and issuance of all purchase orders following the approval of the purchase requisition. The Finance Department shall email the completed purchase order to the requisition initiator.

A standard purchase order is to be used for all purchases of $10,000 or more excluding the following areas.

EXEMPT ITEMS

- Council Approved Service Contracts;
- Debt Service;
- Ditch Assessment Charges;
- Dues & Subscriptions;
- Education Expenses;
- Grants, Contributions, and Intergovernmental Agreement (IGA) Obligations;
- Insurance;
- Investment Transactions;
- Land Acquisition;
- Lease Payments;
- Maintenance and Support Licensing Agreements (associated with an approved contract);
- Payroll (checks, taxes, and deductions);
- Professional Services as defined;
- Travel Expenses;
- Utilities

PURCHASE ORDER AMENDMENTS

The Finance Department has the authority to pay an invoice that exceeds the purchase order by 10% or $10,000.

When the actual expenditure exceeds the purchase order amount by 10% or $10,000, a second and complete approval process must be obtained via purchase order amendment (for overages of $10,000 or more) or by manual approval on the check request (for overages of less than $10,000).

SECTION V – BIDDING

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet City Charter and City Code requirements, to meet Colorado statutory requirements applicable to the City, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The City Manager and Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, "bidding" shall include requests for bids, requests for proposals, requests for qualifications, and/or statements of qualifications. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services above $50,000 and all purchases of cars, trucks, and heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in "State and Other Allowed Bids" and "Sole Source Purchases."

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER $50,000

All purchases within the financial parameters of $5,000 to $49,999 shall require informal bidding procedures.

- For purchases between $5,000 and $9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations and may use a contract when appropriate. If three (3) quotations are not obtained, valid justification must be provided and approved by the Department Director;
- For purchases between $10,000 and $50,000 the requesting department shall use a contract and obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the Department Director and Finance Director;
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL: (unless otherwise stated, the responsibility for these steps falls on the requesting department)

a) Develop specifications/information;

b) Provide specifications to identified vendors in writing by mail or email or verbally over the phone;

c) Use the RFP process if the Department Director determines it appropriate for the project;

d) Evaluate the quote/bid/proposal results and determine which quote/bid/proposal serves the City's best interests;

e) Use the City-approved Contract form (Sample Independent Contractor Agreement);

f) If purchase is greater than $9,999.99, submit the Purchase Requisition with quotes/bids/proposals to the Finance Department. If the recommended vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid. If purchase is less than $10,000, the requesting department is responsible for maintaining documentation of informal quotes;

g) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER $50,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published on the City's website at LouisvilleCO.gov and the City's official bidding web site at least fourteen (14) days prior to the date set for the opening of bids. Requests for bids may also be posted in any other website, publication or journal suitable for the item being purchased with the same fourteen (14) day requirement.
- Notices, general instructions, conditions, addendums, and specifications must be published in the same website(s), publication(s), or trade journal(s) where the original request for bid was posted.

STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Bid documents shall contain the following information:

- Where the bidder can obtain bid documents;
- Any costs of bid documents;
- Bid submittal deadline;
- Date, time and location of bid opening;
- Any bond or insurance requirements;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
- General conditions;
- Minimum specifications;
- Bid proposal form;
- Delivery date or completion date;
- Period of bid validity;
- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;

d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;

e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

f) For purchases using federal funds, the requesting Department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards;

g) Reports:

- If over $50,000 but less than $100,000, prepare a report for the City Manager listing the preferred vendor and justification;

- If over $100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

h) Use City Attorney approved contracts and insurance and bond requirements;

i) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

j) Obtain signatures on all contracts;

k) Complete Purchase Requisition and forward to the Finance Department;

l) Finance Department issues a Purchase Order;

m) Notice of final payment and settlement is published by the Department two (2) times in the newspaper for all improvement projects, with the second notice to be published no later than ten (10) days before final payment is made (over $150,000).

STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare the request for proposal. All documents become public information upon completion of the proposal opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Request for Proposals shall contain the following information:

- Where the bidder can obtain information;
- Proposal submittal deadline;
- Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- Any bond or insurance requirement;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;

- General conditions;
- Minimum specifications;
- Bid proposal form (if there is one);
- Delivery date or completion date;
- Period of bid validity;
- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.

d) The RFP may be mailed or emailed to identified vendors and shall be posted on the City's web site (LouisvilleCO.gov);

e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);

f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

g) For purchases using federal funds, the requesting department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

h) Reports:

- If under $100,000, prepare a report for the City Manager listing the preferred vendor and justification;
- If over $100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

i) Use City Attorney approved contracts and insurance and bond requirements;

j) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

k) Obtain signatures on all contracts;

l) Complete Purchase Requisition and forward to the Finance Department;

m) Finance Department issues a Purchase Order;

n) Final payment notices are published by the Department two (2) times in the newspaper for all improvement projects (over $150,000).

STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the vendor must have. See bonding and insurance requirements listed below;

b) The RFQ may be mailed or emailed to identified vendors and shall be posted on the City's web site (LouisvilleCO.gov);

c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;

d) Once all RFQ's are evaluated and the list of qualified vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific vendors.

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the vendor's bid price if the bid is over $150,000 and at least 5% of the vendor's bid if under $150,000.

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of $150,000 per state statute. The performance bond shall be in amount equal to 50% of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of $150,000. The payment bond shall be in an amount equal to 50% of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

All contractors are required to provide certificates of insurance with the City named as additional insured, as specified in the contract agreement.

BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;

- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

COOPERATIVE PURCHASING

City staff may purchase goods or services under any general bid or purchase contracts of the United States Government, State of Colorado, or other governmental jurisdictions at the prices, terms, and conditions specified in the general bid or purchase contract. If it is advantageous to the City, staff may purchase goods or services through a consortium for government agencies including but not limited to the State of Colorado bids (solicited through the Bid Information and Distribution System), the Multiple Assembly of Procurement Officials (MAPO), the General Services Administration (GSA), or Sourcewell to get the benefit of the pricing available through those procurement systems.

These purchases do not require a sole source justification and are exempt from the formal bid process. They are subject to the normal approval process.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract— which is any contract with a term extending beyond the current fiscal year—that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."

INTEGRATED PROJECT DELIVERY CONTRACTING PROCESS (DESIGN-BUILD)

The City Council may award an integrated project delivery ("IPD," sometimes referred to as "design-build") contract for a City capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the City Council that IPD

represents a timely or cost-effective alternative for the public project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the City Manager, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. Notice of the initial solicitation for an IPD procurement shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. The City may also publish notice of the solicitation in a trade journal or post notice on the City's website and the City's official bidding web site. The IPD procurement shall be completed in compliance with the procedures above that are applicable to the selected method of competitive/formal bidding. After reviewing the proposals, the City Council may accept the proposal that, in its estimation, represents the best value to the City. In the procurement and administration of an IPD contract, the City may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS

SOLE SOURCE PURCHASES

It is the policy of the City of Louisville to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

PURCHASE IN THE AMOUNT OF $5,000 TO $9,999

To request a sole source purchase, prepare a memorandum justifying the sole source purchase with Department Director approval. Attach the sole source justification to the check request or Pcard reconciliation.

PURCHASE IN THE AMOUNT OF $10,000- $49,999.00

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Bidding procedures may be waived by the Finance Director when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

PURCHASE IN THE AMOUNT OF $50,000 OR MORE

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Sole Source purchases over $50,000 require the approval of the City Manager.

Sole Source purchases over $100,000 require the approval of the City Council.

LOCAL VENDOR PREFERENCE

To encourage purchasing within the City of Louisville, it is the policy of the City of Louisville to recognize and solicit quotes/bids from local vendors. Whenever such local sources exist and are competitive, purchases shall be made from local vendors; however, all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local vendors must have a current valid sales and use tax license (formerly business license) on file with the City of Louisville.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local vendors providing the proposal or quote is within 5% or $1,000 (whichever is less) of the lowest bid.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference shall not be applied.

ETHICS IN CITY CONTRACTING

The City Code of Ethics, which is set forth in Sections 5-6 through 5-17 of the City Charter, sets forth ethical standards concerning City contracting. These standards apply to City officers, employees and public body members and include, among other standards, that employees not have an interest in a contract with the City, unless certain rules are met. These rules generally require that employees may only be interested in contracts where all procurement rules have been followed and the employee has complied with the City's disclosure and recusal rules. These rules further provide that an employee interested in a contract may not attempt to influence any City employee or decision maker who has influence or decision-making power over the contract.

Town officers, employees and public body members involved in the procurement process are required to comply with the Code of Ethics and all laws governing such process.

SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the Finance Department and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the user department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by electronic approval to the requesting department and to the Finance Department, which may be required to complete the transaction for the requesting department. The user department or Finance Department will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Emergency Operations Center (EOC) that requires the presence of a Finance Department representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to $50,000.
- Finance Director – Approval of emergency purchase up to $100,000.
- City Manager – Approval of emergency purchase over $100,000.

SECTION VIII –CHECK REQUESTS

PAYMENT REQUESTS

Check request forms (Check Request Form) are used to request payment for materials or services. Check requests must adhere to the following:

- Original invoice must be attached;
- Attach additional documentation as appropriate, such as receiving documents, packing slips, informal quote documentation, and sole source justification.
- All requests must be signed by the department director or an assigned designee;
- P.O. must be referenced if applicable;

- Full or partial payments must be indicated.

Checks will be cut in accordance with the Accounts Payable (AP) schedule. AP staff may require additional information when appropriate.

SECTION IX – DISPOSAL OF SURPLUS PROPERTY

The purpose of this policy is to provide guidance regarding the disposal of City assets. The guiding principles are to ensure assets to be disposed of are made available to the public on an equitable basis, to realize the maximum return on investment when disposing of assets, and to ensure that assets are removed timely and accurately from the City's accounting books and records.

POLICY

- The Department Director shall be responsible for the determination of surplus equipment and salvageable items;
- The Operating Department shall be responsible for the disposal of all surplus property, excluding real property;
- All surplus items and obsolete articles shall be disposed of in one of the following manners:
    a) Transferred to another department;
    b) Sold to the highest bidder at public auction or via other public offer;
    c) Trade-in on the same or similar item;
    d) Recycled;
    e) Donated to an approved City-sponsored charitable organization;
    f) Junked or scrapped and properly disposed of in an environmentally responsible manner.

Because one of the guiding principles in disposing of assets is to maximize the return on the investment, the above list presents the methods of disposition in the order most likely to achieve this goal. Therefore, use of a method other than transferring to another department or selling in a public forum should be documented and substantiated in the "Comment" section corresponding to the method chosen on the Asset Disposal Form.

Surplus property may not be given to an officer or employee of the City even if the City is disposing of it.

The disposal of evidence is handled by the Police Department under separate rules and regulations. The disposal of City records is handled by the City Clerk's office under separate records retention rules and regulations.

PROCEDURE

- Operating Departments should review assets on an annual basis, to determine if any are surplus or obsolete, based on the following criteria:
    a) Age and functionality;
    b) Mileage (vehicles);
    c) Maintenance history;
    d) Applicability to current City operations;
    e) Obsolescence;
    f) Availability of parts;
    g) Availability of support (intangible assets such as software).
- Department Director reviews and approves assets identified for disposal;
- Operating Department determines disposal method that realizes the best available net value and is conducted in a manner open and accountable to the public;
- Within 30 days of disposing the asset, the responsible department completes an Asset Disposal Form (Asset Disposal Form). The Form must include the Department Director's signature indicating approval of the disposition as well as the method of disposal;
- Operating Department forwards the Asset Disposal Form to the Finance Department.

SECTION X – PURCHASING CARD PROGRAM

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing, and payment process. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing purchases;
- Receive faster delivery of required goods or services;

- Simplify the payment process.

CARD ISSUANCE

The requesting employee's manager sends a completed request form to the Program Administrator authorizing the issuance of a purchasing card. Upon receipt of the card, the Program Administrator reviews the card Guidelines (Purchasing Card Guidelines) with the employee. The cardholder agrees to adhere to the Guidelines by signing the Purchasing Card User Agreement. The User Agreement is filed by the Program Administrator. The cardholder is the only person entitled to use the card, and the card is not to be used for personal use.

LIMITATIONS AND RESTRICTIONS

A credit limit is set on each card. There also is a single transaction limit placed on the card, which means the card will be declined if the cardholder attempts to purchase more than this set amount at one time. A purchase may not be split to avoid the single transaction limit. The card may not be used for purchases requiring a purchase requisition and purchase order.

All requests for changes in limitations and restrictions must be requested by the Department Director to the Purchasing Card Administrator.

LOST OR STOLEN CARDS

The Purchasing Card should be kept in a secure location accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the bank immediately at 800-819-4249 and email the Program Administrator at ap@louisvilleco.gov.**

RECONCILEMENT AND PAYMENT

All transactions processed during the month will be available to each cardholder. Cardholders are responsible for reviewing the monthly statement for accuracy, providing a brief description and account number, and attaching an itemized receipt and other appropriate documentation (for example: invoices, verbal quotes, receiving documents, packing lists, or sole source justification) for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

DISPUTED OR FRAUDULENT CHARGES

If there is a discrepancy between the employee's records and the statement, the issue shall be addressed immediately. Depending on the type of discrepancy, the cardholder will need to contact either the merchant or the bank to resolve the disputed transaction.

If the cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be with the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If the merchant disagrees that an adjustment is necessary, the cardholder should immediately contact the Program Administrator who will work with the Purchasing Card provider to resolve the dispute.

Any fraudulent charge, i.e., a charge appearing that was not authorized, must be reported immediately to the Program Administrator. Prompt reporting of any such charge will help to prevent the City from being held responsible.

SALES AND USE TAX

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the purchasing card. If an employee happens to pay tax on a purchase, the employee should reach out to the vendor and attempt to have the sales tax reversed and refunded. If unable to obtain a reversal or refund, the employee may be required to reimburse the City of Louisville for the taxes paid. For sales tax charged and paid in excess of $100, Staff should take all reasonable efforts for City reimbursement.

LOSS OF PRIVILEGES

Failure to comply with the requirements of the Purchasing Card Guidelines may result in immediate revocation of the Purchasing Card privileges. The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement

SECTION XI – PURCHASING RULES FOR SPECIFIC EQUIPMENT

HARDWARE AND SOFTWARE

All hardware, software, and online services purchases must be reviewed and approved by the IT Division. Purchases will not be approved if the equipment is not compatible with the City's network or if the purchase requires the IT Division to acquire additional server space.

Use the City's standard Data Protection Contract Addendum, if necessary.

The IT Division determines the replacement schedule for all workstations and servers.

Servers and workstations only are paid for by the Technology Replacement Fund. All other computers and technology shall be purchased by departments out of their individual budgets.

SECTION XII –FEDERAL FUNDING

PURCHASES UTILIZING FEDERAL FUNDS

Louisville will meet or exceed procurement requirements as stated in 2 CFR Part 200 (Uniform Guidance) when using federal funds to purchase goods or services. Link: Uniform Guidance. Department Directors, Project Managers and other purchasers should consult the Uniform Guidance to ensure purchases using federal funds, specifically bidding requirements and suspension and debarment regulations, comply with those outlined in federal regulations.

For purchases using federal funds, purchasing Department must verify and retain documented proof the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards (Link to federal website to verify this information: SAM.gov | Search).The Unique Entity Identifier (UEI) is a 12 digit alpha numeric code assigned to organizations applying for federal grant funds. An active UEI is required to apply for or receive grant awards. Only one UEI is allowed per organization and federal ID number. The City Manager's Office will serve as the Account Administrator for the City's UEI and is responsible for renewing the UEI each year.

SECTION XII – IMPORTANT LINKS

Petty Cash Requisition Form

Check Request Form

Asset Disposal Form

Sample Request for Proposal

Sample Request for Qualifications

Sample Independent Contractor Agreement

Purchasing Card Guidelines

Sample Data Protection Addendum

PURCHASING POLICIES

Adopted May 18, 2021
by Resolution No. 37, Series 2021

Effective May 19, 2021

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OBJECTIVE

The City of Louisville is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical and prudent way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

USE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Louisville, and confer no rights, duties or entitlements to any bidders or proposers.

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at $~~5~~10,000 or more, and having a useful life greater than one year.

Capital Improvement Projects – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's ~~five~~multi-year capital improvement plan.

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets ($~~5~~10,000 or more).

Competitive Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested vendors.

Cost of Operations – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

Emergency conditions - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

Encumbrances – An amount of money committed by purchase order, but not yet expended for the purchase of a specific good or service.

Expenditures – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Independent Contractor – any person having a contract with the City for specific work as defined in the contract's scope of work.

Invitation to Bid – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

Over Budget Expenditures - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

Professional Services – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

Request for Proposals – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

Request for Qualifications – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

Retainage – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

Services – The furnishing of a contractor's labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

Sole Source Purchase – A procurement of goods or services that can only be obtained from a single supplier capable of meeting all specifications and purchase requirements or when it is in the City's best interests.

Surplus Property – Materials and equipment which are no longer necessary to City operations, are obsolete, or are excessively expensive to maintain.

Unbudgeted expenditures – Expenditures for which no funds have been budgeted.

Written Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project. Does not require publication of notice on the City's web site if three valid bids can be obtained.

~~obtained.~~

SECTION II – PURCHASING LEVELS

	< $50.00	$50.01 - $~~2,499.99~~4,999.99	$~~2,500~~5,000 - $9,999.99	$10,000 - $~~24,999.99~~49,999.99	$~~25,000~~50,000 - $99,999.99	$100,000 & > all purchases
~~Bid/ Proposals &~~ Required Process & Forms	Purchasing Card or Petty Cash Requisition Form ~~or purchasing card~~	Purchasing Card or Check Request ~~or purchasing card~~	1. A minimum of three (3) telephone or email bids/quotes/ proposals 2. Contract as appropriate ~~3. Purchase Requisition~~ 4~~3~~. Purchasing Card or Check Request ~~or purchasing card.~~	1. ~~Written Bid Process with a~~A minimum of three (3) written bids/quotes/ proposals 2. Contract as appropriate ~~2.~~3. ~~3.~~ Purchase Requisition 4. Check Request	1. ~~Competitive~~ Bid Process as outlined in this Policy 2. Contract approved by City Manager 3. Purchase Requisition 4. Check Request ~~5. City Manager notifies City Council of expenditure approval.~~	1. ~~Competitive~~ Bid Process as outlined in this Policy 2. Contract approved by the City Council 3. Purchase Requisition 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	~~Manager~~ Supervisor	Department Director or Designee	Department Director or ~~&~~ ~~Finance Director~~Designee	Department Director or ~~,~~ ~~&~~Designee, & Finance Director~~,~~ ~~& City Manager~~	Department Director, Finance Director, & City Manager	Department Director, Finance Director, City Manager & City Council
Amendments & Change Orders			Increases greater than ~~5~~10% or more than $~~2,500~~10,000 (excluding any contingency) require additional approval			

Additional Considerations: *Any proposed purchase in the following categories shall require City Council approval:*

- *Any request for proposal for ~~consulting~~ professional services as defined over $10~~5~~0,000;*
- *Any sole source item over $10~~5~~0,000;*
- *Any item over $50,000 that is more than 10% over the approved budget;*
- *Any item with policy implications not previously addressed and resolved by City Council. Further, every City employee responsible for approving any contract—regardless of the dollar amount—shall refer to the City Manager for consideration any contract they believe may have such policy implications.*

- ***All bids/quotes/proposals are public information and can be released to the public following bid award. The City may determine to not release trade secrets or other confidential commercial, financial or personal information.***
- ***Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.***
- ***One original signed contract must be submitted to ~~the City Clerk.~~ Central ~~Files~~Records at CentralRecords@LouisvilleCO.gov ~~with the completed project file.~~ or contact the City Clerk's Office with questions.***

SECTION III – PURCHASE REQUISITIONS

A purchase requisition serves to inform the Finance Department of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

TYPES OF PURCHASE REQUISITIONS

PETTY CASH REQUISITIONS

The petty cash fund shall be used to pay for small obligations which do not exceed $50.00. Petty cash requisitions (~~Appendix A~~Petty Cash Form) are submitted to the City's cashier and will be honored only if the requisition is properly completed and bears the appropriate departmental manager approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to cashier within one business day);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to obtain the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

~~Purchases for less than $2,500, which are not paid out of petty cash, are processed using a check request form that has been approved by the Department Director (or his designee).~~

PURCHASE REQUISITIONS

Purchase requisitions shall be used to initiate the purchase of materials or services of $~~2,500~~10,000 or more and for which a purchase order will be issued. Purchase requisitions will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating vendors, and preparing purchase requisition far enough in advance of the required date;
- All requisitions must be approved by the Department Director and the Finance Director and, if over $~~10,000~~50,000, approved by the City Manager;

- A purchase order number must be obtained prior to placing orders with vendors.

SECTION IV – PURCHASE ORDERS

A purchase order (P.O.) authorizes a vendor to release goods or services to the City and informs them that funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the order is completed and signed by an authorized representative of the City and the vendor demonstrates his acceptance of the purchase order through the initiation of some action to fill the order.

The Finance Department shall be responsible for the completion and issuance of all purchase orders following the approval of the purchase requisition. The Finance Department shall email the completed purchase order to the requisition initiator.

A standard purchase order is to be used for all purchases of $~~2,500~~10,000 or more excluding the following areas. ~~*Capital improvement projects cannot be exempt.*~~

EXEMPT ITEMS

- Council Approved Service Contracts;
- Debt Service;
- Ditch Assessment Charges;
- Dues & Subscriptions;
- Education Expenses;
- Grants, Contributions, and Intergovernmental Agreement (IGA) Obligations;
- Insurance;
- Investment Transactions;
- Land Acquisition;
- Lease Payments;
- Maintenance and Support Licensing Agreements (associated with an approved contract);
- Payroll (checks, taxes, and deductions);
- Professional Services as defined;
- Travel Expenses;
- Utilities

PURCHASE ORDER AMENDMENTS

The Finance Department has the authority to pay an invoice that exceeds the purchase order by less than ~~5~~10% or $~~2,500~~10,000 ~~(whichever is less).~~

When the actual expenditure exceeds the purchase order amount by ~~5~~10% or $~~2,500~~10,000 ~~(whichever is less),~~ a second and complete approval process must be obtained via purchase ~~requisition~~ order amendment (for overages of $~~2,500~~10,000 or more) or by manual approval on the check request (for overages of less than $~~2,500~~10,000).

SECTION V – BIDDING

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet City Charter and City Code requirements, to meet Colorado statutory requirements applicable to the City, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The City Manager and Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, "bidding" shall include requests for bids, requests for proposals, requests for qualifications, and/or statements of qualifications. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services above $~~25,000~~50,000 and all purchases of cars, trucks, and heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in "State and Other Allowed Bids" and "Sole Source Purchases."

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER $~~25,000~~50,000

All purchases within the financial parameters of $~~2,500~~5,000 to $~~24,999~~49,999 shall require informal bidding procedures.

- For purchases between $~~2,500~~5,000 and $9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations and may use a contract when appropriate. If three (3) quotations are not obtained, valid justification must be provided ~~with the purchase requisition~~ and approved by the Department Director ~~and Finance Director~~;
- For purchases between $10,000 and $~~24,999~~50,000 the requesting department shall use a contract and obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the Department Director and Finance Director~~City Manager~~;

- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL: (unless otherwise stated, the responsibility for these steps falls on the requesting department)

a) Develop specifications/information~~. Upon finalization of the specifications, prepare any documents required by the informal bid~~;

b) ~~Call, M~~mail ~~or email a copy of~~ Provide specifications to identified vendors in writing by mail or email or verbally over the phone;

c) Use the RFP process if the Department Director determines it appropriate for the project;

~~d) Post a copy of specifications/RFP to the City's official website www.LouisvilleCO.gov and send to any other appropriate web sites;~~

~~e)~~d) Evaluate the quote/bid/proposal results and determine which quote/bid/proposal serves the City's best interests;

~~f)~~e) Use the City-approved Contract form (Sample Independent Contractor Agreement)~~Appendix G)~~;

~~g) I~~f ~~nitiate a Purchase Requisition~~purchase is greater than $9,999.99,~~;~~

~~h)~~f) ~~S~~submit the Purchase Requisition ~~and~~ with quotes/bids/proposals to the Finance Department. If the recommended vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid.~~;~~ ~~i~~If purchase is less than $10,000, ~~purchasing~~the requesting department is responsible for maintaining documentation of informal quotes;

~~i)~~g) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER $~~25,000~~50,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published on ~~Bidnet~~the City's website at LouisvilleCO.gov and the City's official bidding web site at least fourteen (14) days prior to the date set for the opening of bids. Requests for bids may also be posted in ~~or~~ any other website, publication or journal suitable for the item being purchased with the same fourteen (14) day requirement. ~~at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. Such notice may also be published in~~

~~other publications of limited circulation or trade journals.~~ ~~In addition to publication, the formal bid must be posted on the City's web site at www.LouisvilleCO.gov, and may be posted on other web sites.~~

- Notices, general instructions, conditions, addendums, and specifications must be published ~~on~~in the same website(s), publication(s), or trade journal(s) where the original request for bid was posted. ~~and~~~~are not required to be published and may be mailed or emailed to identified vendors, and~~ ~~may be posted~~ on the City's web site.~~

STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Bid documents shall contain the following information:

- Where the bidder can obtain bid documents;
- Any costs of bid documents;
- Bid submittal deadline;
- Date, time and location of bid opening~~s~~;
- Any bond or insurance requirements;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
- General conditions;
- Minimum specifications;
- Bid proposal form;
- Delivery date or completion date;
- Period of bid validity;

- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;

d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;

e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

~~e)~~f) For purchases using federal funds, ~~purchasing~~the requesting Department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards;

~~f)~~g) Reports:

- If over $50,000 but less than ~~under~~ $100,000, prepare a report for the City Manager listing the preferred vendor and justification;
- If over $100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

~~g)~~h) Use City Attorney approved contracts and insurance and bond requirements;

~~h)~~i) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

~~i)~~j) Obtain signatures on all contracts;

~~j)~~k) Complete Purchase Requisition and forward to the Finance Department;

~~k)~~l) Finance Department issues a Purchase Order;

~~l)~~m) Notice of final payment and settlement is published by the Department two (2) times in the newspaper for all improvement projects, with the second notice to be published no later than ten (10) days before final payment is made (over $150,000).

STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;

b) Prepare the request for proposal. All documents become public information upon completion of the proposal opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Request for Proposals shall contain the following information:

- Where the bidder can obtain information;
- Proposal submittal deadline;
- Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- Any bond or insurance requirement;
- Any special requirements;
- A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;
- General conditions;
- Minimum specifications;
- Bid proposal form (if there is one);
- Delivery date or completion date;
- Period of bid validity;
- Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.

c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.

d) The RFP may be mailed or emailed to identified vendors and shall be posted on the City's web site (~~www.~~LouisvilleCO.gov);

e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);

f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;

g) For purchases using federal funds, ~~purchasing~~the requesting ~~D~~department must verify on Sam.gov and retain documented proof that the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards. ~~(Link to federal website to verify this information: SAM.gov | Search);~~

~~g)~~h) Reports:

- If under $100,000, prepare a report for the City Manager listing the preferred vendor and justification;
- If over $100,000 (or a project that is not in the approved annual budget), advise the City ~~manager's~~ Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

~~h)~~i) Use City Attorney approved contracts and insurance and bond requirements;

~~i)~~j) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;

~~j)~~k) Obtain signatures on all contracts;

~~k)~~l) Complete Purchase Requisition and forward to the Finance Department;

~~l)~~m) Finance Department issues a Purchase Order;

~~m)~~n) Final payment notices are published by the Department two (2) times in the newspaper for all improvement projects (over $~~5~~150,000).

STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the vendor must have. See bonding and insurance requirements listed below;

b) The RFQ may be mailed or emailed to identified vendors and shall be posted on the City's web site (~~www.~~LouisvilleCO.gov);

c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;

d) Once all RFQ's are evaluated and the list of qualified vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific vendors.

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and

professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the vendor's bid price if the bid is over $150,000 and at least 5% of the vendor's bid if under $150,000.

~~BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the vendor's bid price if the bid is over $150,000 and at least 5% of the vendor's bid if under $150,000.~~

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of $150,000 per state statute. The performance bond shall be in amount equal to ~~one hundred percent (105~~0%~~)~~ of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of $150,000. The payment bond shall be in an amount equal to ~~one hundred percent (105~~0%~~)~~ of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

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

~~Comprehensive General Liability~~

~~$1,000,000 each occurrence~~

~~$2,000,000 general aggregate~~ ~~Automobile~~

~~Liability~~

~~$150,000 combined single limit – bodily injury & property damage/per person~~

~~$600,000 combined single limit – bodily injury & property damage/two or more persons in any one occurrence~~

~~$50,000 auto physical damage~~

~~Workers' Compensation~~

~~Statutory limits~~

~~Employers' Liability Insurance~~

~~$100,000/ each accident~~

~~$500,000/ disease – policy limit~~

~~$100,000/ disease – each employee~~

~~Professional Liability (for licensed professional services)~~

~~$1,000,000 each occurrence~~

~~$2,000,000 general aggregate~~

BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);

- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

~~STATE AND OTHER ALLOWED BIDS~~ COOPERATIVE PURCHASING

City staff may purchase goods or services under any general bid or purchase contracts of the United States Government, State of Colorado, other governmental jurisdictions at the prices, terms, and conditions specified in the general bid or purchase contract. If it is advantageous to the City, staff may purchase goods or services through a consortium for government agencies including but not limited to ~~use~~ the State of Colorado bids (solicited through the Bid Information ~~and~~ ~~Distribution~~and Distribution System), ~~or bids from~~ the Multiple Assembly of Procurement Officials (MAPO), ~~or~~ the General Services Administration (GSA), ~~and~~or Sourcewell to get the benefit of the pricing available through those procurement systems.

~~Cooperative purchasing is These bids are permitted for any supply, equipment, or vehicle purchase on items under $500,000~~. These purchases~~,~~ do not require a sole source justification and~~while~~ are ~~exempt from the formal bid process. They~~, are subject to the normal approval process.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract— which is any contract with a term extending beyond the current fiscal year—that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."

INTEGRATED PROJECT DELIVERY CONTRACTING PROCESS (DESIGN-BUILD)

The City Council may award an integrated project delivery ("IPD," sometimes referred to as "design-build") contract for a City capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the City Council that IPD represents a timely or cost-effective alternative for the public project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the City

Manager, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. Notice of the initial solicitation for an IPD procurement shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. The City may also publish notice of the solicitation in a trade journal or post notice on the City's website and the City's official bidding web site. The IPD procurement shall be completed in compliance with the procedures above that are applicable to the selected method of competitive/formal bidding. After reviewing the proposals, the City Council may accept the proposal that, in its estimation, represents the best value to the City. In the procurement and administration of an IPD contract, the City may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS

SOLE SOURCE PURCHASES

It is the policy of the City of Louisville to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

PURCHASE IN THE AMOUNT OF $~~2,500~~5,000 TO $9,999

To request a sole source purchase, prepare a memorandum justifying the sole source purchase ~~and~~ with ~~attach it to the purchase requisition. have~~ Department Director approval~~e~~. Attach the sole source justification to the check request or Pcard reconciliation.

~~Finance Department will review the requisition and justification for the sole source purchase. If the sole source justification is approved by the Finance Director, a purchase order will be issued. If the purchase is not approved, two (2) more telephone quotations are required.~~

PURCHASE IN THE AMOUNT OF $10,000- $49,999.00

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Bidding procedures may be waived by the ~~City Manager~~Finance Director when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

PURCHASE IN THE AMOUNT OF $50,000 OR MORE

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Sole Source purchases over $50,000 require the approval of the City Manager.

Sole Source purchases over $100,000 require the approval of the City Council.

~~Sole Source purchases over $50,000 require the approval of the City Council.~~

LOCAL VENDOR PREFERENCE

To encourage purchasing within the City of Louisville, it is the policy of the City of Louisville to recognize and solicit quotes/bids from local vendors. Whenever such local sources exist and are competitive, purchases shall be made from local vendors; ~~however~~however, all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local vendors must have a current valid ~~business registration or~~ sales and use tax license (formerly business license) on file with the City of Louisville.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local vendors providing the proposal or quote is within 5% or $1,000 (whichever is less) of the lowest bid.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference shall not be applied.

ETHICS IN CITY CONTRACTING

The City Code of Ethics, which is set forth in Sections 5-6 through 5-17 of the City Charter, sets forth ethical standards concerning City contracting. These standards apply to City officers, employees and public body members and include, among other standards, that employees not have an interest in a contract with the City, unless certain rules are met. These rules generally require that employees may only be interested in contracts where all procurement rules have been followed and the employee has complied with the City's disclosure and recusal rules. These rules further provide that an employee interested in a contract may not attempt to influence any City employee or decision maker who has influence or ~~decision making~~decision-making power over the contract.

Town officers, employees and public body members involved in the procurement process are required to comply with the Code of Ethics and all laws governing such process.

SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the Finance Department and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the user department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by electronic approval to the requesting department and to the Finance Department, which may be required to complete the transaction for the requesting department. The user department or Finance Department will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Emergency Operations Center (EOC) that requires the presence of a Finance Department representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to $50,000.
- Finance Director – Approval of emergency purchase up to $100,000.
- City Manager – Approval of emergency purchase over $100,000.

SECTION VIII – ~~RECEIVING PROCEDURES AND~~ CHECK REQUESTS

~~RECEIVING PROCEDURES~~

- ~~It shall be the responsibility of the receiving department/division to ensure that shipped goods are received as ordered and in good condition. Upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip and as ordered on the Purchase Order. Receiving documents (Packing Slip or Receipt of Goods Form – Appendix C) must be signed and dated by the employee receiving the goods;~~

- ~~If the goods are faulty or damaged, notify the vendor and Accounts Payable immediately. If damage is concealed or not noticed at time of delivery, retain all boxes and packing lists and notify vendor immediately;~~
- ~~All invoices shall be mailed by the vendor directly to the employee who made the purchase;~~
- ~~It shall be the responsibility of the receiving department/division to inform Accounts Payable of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.~~

~~CHECK~~ PAYMENT REQUESTS

Check request forms (Check Request Form~~Appendix B~~) are used to request payment for materials or services. Check requests must adhere to the following:

- Original invoice must be attached;
- Attach additional documentation as appropriate, such as receiving documents, packing slips, informal quote documentation, and sole source justification.
- ~~All signed and dated receiving documents must be attached;~~
- All requests must be signed by the department director or an assigned designee;
- P.O. must be referenced if applicable;
- Full or partial payments must be indicated.

Checks will be cut in accordance with the Accounts Payable (AP) schedule. AP staff may require additional information when appropriate. ~~An example of additional information that may be required is the receiving document or packing slip.~~

SECTION IX – DISPOSAL OF SURPLUS PROPERTY

The purpose of this policy is to provide guidance regarding the disposal of City assets. The guiding principles are to ensure assets to be disposed of are made available to the public on an equitable basis, to realize the maximum return on investment when disposing of assets, and to ensure that assets are removed timely and accurately from the City's accounting books and records.

POLICY

- The Department Director shall be responsible for the determination of surplus equipment and salvageable items;
- The Operating Department shall be responsible for the disposal of all surplus property, excluding real property;
- All surplus items and obsolete articles shall be disposed of in one of the following manners:
    a) Transferred to another department;
    b) Sold to the highest bidder at public auction or via other public offer;
    c) Trade-in on the same or similar item;
    d) Recycled;
    e) Donated to an approved City-sponsored charitable organization;
    f) Junked or scrapped and properly disposed of in an environmentally responsible manner.

Because one of the guiding principles in disposing of assets is to maximize the return on the investment, the above list presents the methods of disposition in the order most likely to achieve this goal. ~~Therefore~~Therefore, use of a method other than transferring to another department or selling in a public forum should be documented and substantiated in the "Comment" section corresponding to the method chosen on the Asset Disposal Form.

Surplus property may not be given to an officer or employee of the City even if the City is disposing of it.

The disposal of evidence is handled by the Police Department under separate rules and regulations. The disposal of City records is handled by the City Clerk's office under separate records retention rules and regulations.

PROCEDURE

- Operating Departments should review assets on an annual basis, to determine if any are surplus or obsolete, based on the following criteria:
    a) Age and functionality;
    b) Mileage (vehicles);
    c) Maintenance history;

d) Applicability to current City operations;

e) Obsolescence;

f) Availability of parts;

g) Availability of support (intangible assets such as software).

- Department Director reviews and approves assets identified for disposal;
- Operating Department determines disposal method that realizes the best available net value and is conducted in a manner open and accountable to the public;
- Within 30 days of disposing the asset, the responsible department completes an Asset Disposal Form (Asset Disposal Form~~Appendix D~~). The Form must include the Department Director's signature indicating approval of the disposition as well as the method of disposal;
- Operating Department forwards the Asset Disposal Form to the Finance Department.

SECTION X – PURCHASING CARD PROGRAM

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing, and payment process~~ for small dollar transactions~~. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing ~~small dollar~~ purchases;
- Receive faster delivery of required ~~merchandise~~goods or services;
- ~~-~~ Simplify the payment process.

CARD ISSUANCE

The requesting employee's manager sends ~~an email~~a completed request form to the Program Administrator authorizing the issuance of a purchasing card. Upon receipt of the card, the Program Administrator reviews the card Guidelines (Purchasing Card Guidelines) ~~Appendix H)~~ with the employee. The cardholder agrees to adhere to the Guidelines by signing the Purchasing Card User Agreement. The User Agreement is filed ~~in the employee's personnel file.~~by the Program Administrator. The cardholder is the only person entitled to use the card and the card is not to be used for personal use. ~~Use of the~~

~~card for personal use or any unauthorized use may result in discipline up to and including termination.~~

LIMITATIONS AND RESTRICTIONS

A credit limit is set on each card. There also is a single transaction limit placed on the card, which means the card will be declined if the cardholder attempts to purchase more than this set amount at one time. A purchase may not be split to avoid the single transaction limit. The card may not be used for purchases requiring a purchase requisition and purchase order.

~~The Purchasing Card Program also allows for Merchant Category blocking. The only Merchant Category that is blocked is "Other" which includes gambling, casinos, bowling alleys and some other entertainment. If the cardholder attempts to use the card at such a merchant, the purchase will be declined.~~

All requests for changes in limitations and restrictions must ~~be made through the cardholder's manager~~ be requested by the Department Director to the Purchasing Card Administrator.

LOST OR STOLEN CARDS

The Purchasing Card should be kept in a secure location accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the ~~B~~bank immediately at 800-819-4249 and email the Program Administrator at ~~immediately at 303-335-4507~~ ap@louisvilleco.gov ~~or the bank at 800-819-4249 during non-business hours.~~.**

RECONCILEMENT AND PAYMENT

All transactions processed during the month will be ~~included~~ available ~~on a monthly statement of account f~~forto each cardholder. ~~Monthly statements will be distributed by the Program Administrator to each department.~~ Cardholders are responsible for reviewing the monthly statement for accuracy, providing a brief description and account number, and attaching an itemized receipt and other appropriate documentation (for example: invoices, verbal quotes, receiving documents, packing lists, or sole source justification) for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted ~~(with receipts)~~ to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

DISPUTED OR FRAUDULENT CHARGES

If there is a discrepancy between the employee's records and the statement, the issue shall be addressed immediately. Depending on the type of discrepancy, the cardholder will need to contact either the merchant or the ~~Program Administrator~~Bbank to resolve the disputed transaction.

If the cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be with the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If the merchant disagrees that an adjustment is necessary, the cardholder should immediately contact the Program Administrator who will work with the Purchasing Card provider to resolve the dispute.

Any fraudulent charge, i.e., a charge appearing that was not authorized, must be reported immediately to the Program Administrator. Prompt reporting of any such charge will help to prevent the City from being held responsible.

SALES AND USE TAX

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the purchasing card. If an employee happens to pay tax on a purchase, the employee should ~~attempt to~~ reach out to the vendor and ~~have~~attempt to have the sales tax reversed and refunded. If ~~it is impractical to request a~~unable to obtain a reversal or refund, the ~~that~~ employee ~~will~~may ~~–~~be required to ~~responsible to have the sales tax reversed or~~ reimburse the City of Louisville for the taxes paid~~.~~ ~~Under very limited, specific circumstances this policy may be waived by the Finance Director.~~ For sales tax charged and paid in excess of $100, Staff should take all reasonable efforts for City reimbursement.

LOSS OF PRIVILEGES

Failure to comply with the requirements of the Purchasing Card Guidelines may result in immediate revocation of the Purchasing Card privileges. ~~Privileges can be restored~~ ~~**one time only**~~ ~~after a six-month waiting period following the loss of privileges.~~ The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement~~. Any subsequent loss of privileges will be permanent. The loss of purchasing card privileges shall be documented in the employee's personnel file.~~

SECTION XI – PURCHASING RULES FOR SPECIFIC EQUIPMENT

HARDWARE AND SOFTWARE

All hardware, software, and online services purchases must be reviewed and approved by the IT Division. Purchases will not be approved if the equipment is not compatible with the City's network or if the purchase requires the IT Division to acquire additional server space.

~~As part of the IT Division's review, the IT Division shall determine whether a software purchase requires use of the~~Use ~~City's~~the City's standard Data Protection Contract Addendum, if necessary. ~~(attached hereto as Appendix~~

~~I). If the IT Division determines the software purchase requires use of the City's standard Data Protection Addendum, the Addendum must be attached to the appropriate City contract (e.g., Independent Contractor or Professional Services) and reviewed by the City Attorney's office. The IT Division maintains and updates as necessary the Addendum.~~

The IT Division determines the replacement schedule for all workstations and servers.

Servers and workstations only are paid for by the Technology Replacement Fund. All other computers and technology shall be purchased by departments out of their individual budgets.

~~COPIERS~~

~~Copiers must be kept for a minimum of four (4) years before they may be replaced.~~

SECTION XII –FEDERAL FUNDING

PURCHASES UTILIZING FEDERAL FUNDS

Louisville will meet or exceed procurement requirements as stated in 2 CFR Part 200 (Uniform Guidance) when using federal funds to purchase goods or services. Link: Uniform Guidance. Department Directors, Project Managers and other purchasers should consult the Uniform

Guidance to ensure purchases using federal funds, specifically bidding requirements and suspension and debarment regulations, comply with those outlined in federal regulations.

For purchases using federal funds, purchasing Department must verify and retain documented proof the person/entity selected as the winning bid is not debarred, suspended, or otherwise excluded from receiving or participating in Federal awards (Link to federal website to verify this information: SAM.gov | Search).

The Unique Entity Identifier (UEI) is a 12 digit alpha numeric code assigned to organizations applying for federal grant funds. An active UEI is required to apply for or receive grant awards. Only one UEI is allowed per organization and federal ID number. The City Manager's Office will serve as the Account Administrator for the City's UEI and is responsible for renewing the UEI each year. ~~Add language for UEI ;~~

SECTION XII – ~~APPENDICES~~ IMPORTANT LINKS

~~APPENDIX A –~~ Petty Cash Requisition Form

~~APPENDIX B –~~ Check Request Form

~~APPENDIX C – Receipt of Goods Form~~

~~APPENDIX D –~~ Asset Disposal Form

~~APPENDIX E –~~ Sample Request for Proposal

~~APPENDIX F –~~ Sample Request for Qualifications

~~APPENDIX G –~~ Sample Independent Contractor Agreement

~~APPENDIX H –~~ Purchasing Card Guidelines

~~APPENDIX I –~~ Sample Data Protection Addendum

~~APPENDIX A: PETTY CASH REQUISITION~~

Petty Cash Requisition

_____ Cash Advance _____ Purchase/Reimbursement

Date _____

Petty Cash Paid To: _____

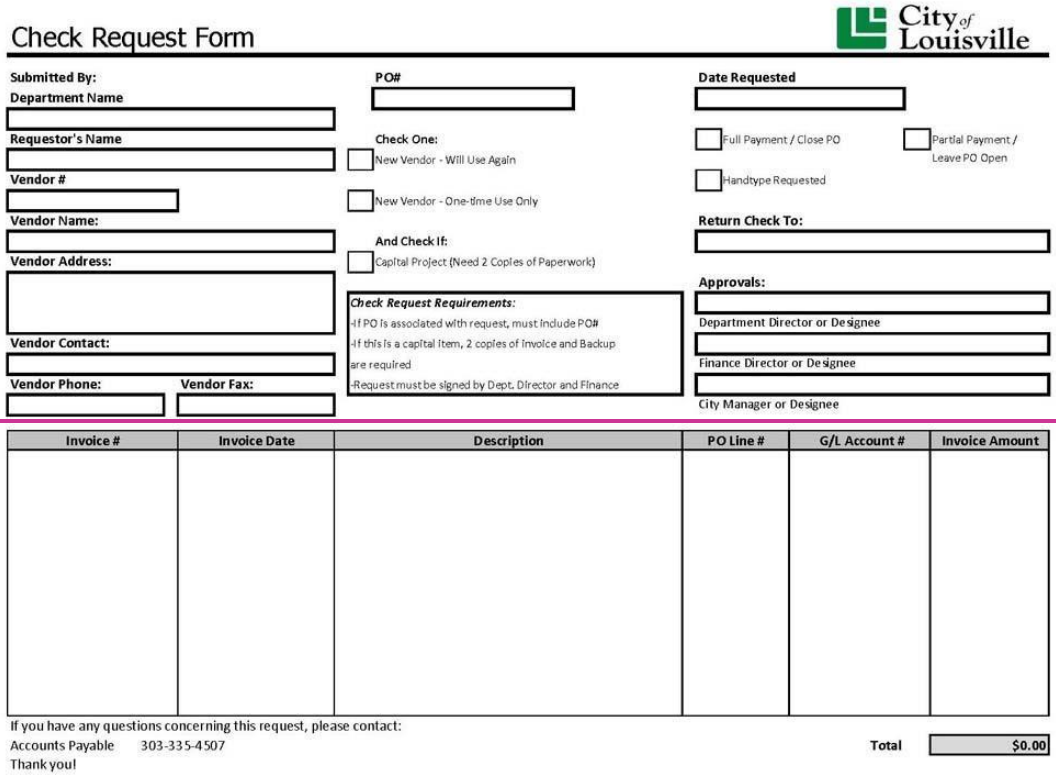
Description: _____

Account #: _____ Amount: $_____

Requested by: _____

Department Approval: _____ Finance Approval: _____

~~APPENDIX B: CHECK REQUEST FORM~~



Check Request Form

City of Louisville

Submitted By:
Department Name

Requestor's Name

Vendor #

Vendor Name:

Vendor Address:

Vendor Contact:

Vendor Phone: **Vendor Fax:**

PO#

Check One:
☐ New Vendor - Will Use Again
☐ New Vendor - One-time Use Only

And Check If:
☐ Capital Project (Need 2 Copies of Paperwork)

Check Request Requirements:
-If PO is associated with request, must include PO#
-If this is a capital item, 2 copies of invoice and Backup are required
-Request must be signed by Dept. Director and Finance

Date Requested

☐ Full Payment / Close PO ☐ Partial Payment / Leave PO Open
☐ Handtype Requested

Return Check To:

Approvals:
Department Director or Designee
Finance Director or Designee
City Manager or Designee

Invoice #	Invoice Date	Description	PO Line #	G/L Account #	Invoice Amount

If you have any questions concerning this request, please contact:
Accounts Payable 303-335-4507
Thank you!

Total $0.00

~~APPENDIX C: RECEIPT OF GOODS FORM~~

City of Louisville
COLORADO • SINCE 1878

RECEIPT OF GOODS

DATE:_____DEPARTMENT:_____

SIGNATURE OF RECEIVER _____

The following merchandise has been received in good condition:

PURCHASE ORDER # (if known)	QUANTITY ORDERED	QUANTITY RECEIVED	VENDOR NAME	BRIEF DESCRIPTION OF GOODS

NOTE: USE THIS FORM ONLY WHEN NO PACKING SLIP ACCOMPANIES THE DELIVERED GOODS – SOUND AUDIT PRACTICES REQUIRE ORIGINAL DOCUMENTS WHEN AVAILABLE

PLEASE FORWARD COMPLETED DOCUMENT ALONG WITH CHECK REQUEST AND ORIGINAL INVOICE TO ACCOUNTS PAYABLE.

~~APPENDIX D: ASSET DISPOSAL FORM~~

City of Louisville
COLORADO • SINCE 1878

Asset Disposal Form **Disposal Date:** ____

Description			
Manufacturer		Model	
Location		Year	
Asset Number		Serial Number	

Type of Disposition		Comments
Transferred		From: To:
Sold*		
Traded*		
Recycled*		
Junked		
Lost/Stolen		
Other		

*Include amount of proceeds in "Comments"

Name: _____ Title: _____

Department: _____ Phone: _____

Department Director: _____ Date: _____

Other Comments

Finance Use Only: Fixed Asset Y/N Asset Number _____
Cost _____ Accum Depr _____ Fund _____
Date ADG Updated _____ Date Sale Recorded in GL _____
Date Asset Removal Recorded in GL _____ By _____

APPENDIX E: SAMPLE REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR

_____

The City of Louisville is accepting proposals from qualified contractors ("contractor") to _____. Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- Four (4) copies of each proposal shall be submitted per the RFP and one copy in MS Word or PDF on a CD.
- The City of Louisville will receive proposals in response to this RFP until _____, "our clock" on _____-. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name "_____", and shall be addressed as follows:

  _____
  City of Louisville
  749 Main Street
  Louisville CO 80027

- Interviews of applicants selected by City for interview – beginning the week of _____.
- Anticipate final selection approximately _____.
- Contract signed by City Council approximately _____.

REQUEST FOR PROPOSALS FOR _____

Section 1. Summary of Request

Purpose – The City of Louisville is accepting proposals from qualified contractors to _____ as defined in the scope of work.

Questions regarding the proposal can be directed to:

NAME City of Louisville Interviews of applicants selected by City for interview	303.335.4___ _____@LouisvilleCO.gov

Section 2. Scope of Work

The Scope of Work shall include but is not limited to the following:

ADD SPECIFICATIONS

Section 3. Standard Terms and Conditions

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

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.

- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
    - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
    - The reputation, experience, and efficiency of the contractor.
    - The ability of the contractor to provide quality services within time and funding constraints.
    - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
    - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Section 4. Required Submittals

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.

- ~~Provide references for your work.~~
-

Provide the completed pre-contract certification and return with your proposal.
Thank you, we look forward to reviewing your proposal.

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

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

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

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

a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

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

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

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

Proposer:

_____

By_____

Title:_____

_____

Date

~~APPENDIX F: SAMPLE REQUEST FOR QUALIFICATIONS~~

~~Request for Qualifications (RFQ)~~

~~Issued DATE~~

~~DEPARTMENT~~
~~749 Main Street~~
~~Louisville, CO 80027 (303) 335-4505~~

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Introduction & Background 3
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SCHEDULE OF EVENTS

Event	Date(s)
Request for Qualifications (RFQ) Released	DATE
Deadline for Requesting RFQ Clarification	DATE
Response to Requests for RFQ Clarification	DATE
Responses to RFQ due by TIME	DATE
Qualified Vendors Selected	DATE
Request for Proposals (RFP) Distributed to Qualified Vendors	DATE
Qualified Vendors Response to RFP due by 4:00 p.m. MST	DATE
Product Demonstrations	DATE
Negotiation & Clarification	DATE
Approval of Contract	DATE
Begin Implementation	DATE

The City of Louisville reserves the right to modify this schedule at its sole discretion if it deems necessary.

INTRODUCTION & BACKGROUND

The City of Louisville, Colorado, hereinafter referred to as the City, seeks to prequalify firms to provide _____.

Add any other necessary and relevant information.

GENERAL INFORMATION & REQUIREMENTS

The first step in the City's Request for Proposal (RFP) process is this RFQ, which seeks to obtain information in order to prequalify vendors for participation and consideration in subsequent steps of the RFP. In order to be considered for prequalification, the respondent to this RFQ must be the provider of _____.

From the issuance date of this RFQ until a vendor(s) is selected and the selection is announced, vendors are not allowed to communicate with any City of Louisville staff or officials regarding this procurement, except at the direction of Malcolm Fleming, City Manager or _____, _____, the designated representatives of the City of
Louisville. Any unauthorized contact may disqualify the vendor from further consideration.

Receipt of Proposals and Public Inspection
Upon receipt of qualifications, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

Claims to Keep Information Confidential
All responses to this RFQ become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Initial Classification
All qualifications will be initially classified as being responsive or non-responsive based upon the requirements in Section 3.2. If a response is found to be non-responsive, it will not be considered further.

Evaluation

All responsive qualifications will be evaluated based on stated evaluation criteria. Submitted qualifications must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFQ document.

Discussion/Negotiation

Although vendors may be prequalified without discussion, the City may initiate discussions with one or more Vendors should clarification be necessary. Vendors should be prepared to send qualified personnel to Louisville, to discuss technical and contractual aspects of their proposal.

Prequalification

Prequalification will be made to the vendors whose responsive qualifications are determined to best meet the evaluation criteria and therefore the most advantageous to the City. The City may prequalify as many software vendors as it feels serves its best interest.

Late Submissions

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Preparing a Response

This RFQ contains the instructions governing the qualifications to be submitted and a description of the mandatory requirements. To be eligible for consideration, a vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFQ.

Vendors requiring clarification or interpretation of any section or sections contained in this RFQ shall make a written request to the City by the deadline. All written correspondence must be addressed to:

City of Louisville _____ RFQ _____

749 Main Street
Louisville, CO 80027 EMAIL ADDRESS

Each Vendor submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFQ. **A written answer will be**

provided to all questions received by TIME AND DATE. Written questions received after the deadline may not be considered.

Any interpretation, correction, or change to this RFQ will be made by written addendum by _____. Interpretations, corrections, or changes to this RFQ made in any other manner will not be binding and vendors shall not rely upon such interpretations, corrections, or changes.

Vendors must organize qualifications into sections following the format of this RFQ.

If no exception, explanation, or clarification is required in the vendor's response to a specific subsection, the vendor shall indicate so in the point-by-point response with the following:

"(Vendor's Name)", understands and will comply.

Points may be subtracted for non-compliance with specified qualification format requests. The City may also choose to not evaluate, may deem non-responsive, or may disqualify from further consideration any qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

A vendor responding to a question with a response similar to, "Refer to our literature…" or "Please see www…….com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City in the RFQ response and not just referenced. Any references in an answer to another location in the RFQ materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question.

Submitting Qualifications
Vendors must submit one (1) original and four (4) copies to:

City of Louisville _____ RFQ
749 Main Street
Louisville, CO 80027

Qualifications must be received at the City of Louisville prior to TIME AND DATE. Qualifications received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Each Vendor who submits qualifications represents that:
The qualifications are based upon an understanding of the specifications and requirements described in this RFQ.
Costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of

the vendor. The City is not liable for any expense incurred by the vendor in the preparation and presentation of their qualifications.
All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the vendor resulting from this RFP process.
An individual authorized to legally bind the business submitting the qualifications must sign the qualifications in ink.

Rights Reserved
While the City has every intention to award a contract as a result of the RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion reserves the right to:
waive any formality;
cancel, terminate or abandon this RFQ or the RFP;
reject any or all qualifications received in response to this document;
waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any qualifications;
not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

Vendor Interview / Product Demonstration
After receipt of all qualifications and prior to the release of the next step in the RFP process, respondents may be required to make an oral presentation and product demonstration at the City Hall in Louisville, Colorado, to clarify their response or to further define their qualifications. Oral presentations and product demonstrations, if requested, shall be at the vendor's expense.

Contract Provisions and Terms
This RFQ and any addenda, the vendor's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

PROJECT SCOPE

ADD SPECIFICATIONS

VENDOR QUALIFICATIONS

The City may make such investigations as deemed necessary to determine the ability of the Vendor to supply the products and perform the services specified. The City reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the

vendor fails to satisfy the City that the vendor is properly qualified to carry out the obligations of the project.

ADD SPECIFICATIONS

EVALUATION CRITERIA

Evaluation Procedure

The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will then evaluate the remaining proposals and determine which vendors prequalify. Only prequalified vendors will be allowed to participate in subsequent steps of this RFP process.

Evaluation Criteria

The evaluation committee will review and evaluate the qualifications received according to the following criteria:

Quality and relevance of references;
Proven ability to deliver products in the scope of project;
Financial stability;
Training;
Support;
Other criteria within this RFQ or the City's purchasing policies, or that the City determines are relevant to consideration of the best interests of the City.

~~APPENDIX G: SAMPLE INDEPENDENT CONTRACTOR AGREEMENT~~

2019 Updated Version

INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND _____ FOR _____ SERVICES

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____[State of Formation and Type of Entity], hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

4.1 The City shall pay the Contractor 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. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 Contractor 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 Contractor 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 _____ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by _____ and such person's designees.

5.2 The Contractor designates _____ 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 _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

6.1 The term of this Agreement shall be from the Effective Date to _____, 20___, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor 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 Contractor 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 Contractor 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 selfinsured status may be substituted.~~

~~7.1.2 General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $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 $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor's owned, hired or nonowned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.~~

~~7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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~~

Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 contract, 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

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

10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT
TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.

10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.

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

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 Contractor 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 Contractor 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 Contractor 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for

payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement. The City is constrained by a Colorado statute, C.R.S. § 8-17.5-101, *et seq.*, requiring the City to use the term "illegal alien" in City contracts. In the spirit of the Parties' contractual relationship and the Services to be provided by Consultant under this Agreement, the Parties acknowledge the term "illegal alien" is outdated, brands humans—as opposed to actions—as illegal, and may have an isolating, disorienting, dehumanizing, and denigrating effect on immigrants.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: _____ 749 Main Street
Louisville, CO 80027
e-mail: _____

If to the Contractor:

_____
_____
_____
_____
_____

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of

error or non-receipt is received by the party giving notice. 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

Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor 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 as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:
_____

By: _____
Title: _____

~~**Exhibit A – Scope of Services**~~

~~**[See Following Page(s)]**~~

Exhibit B

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

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

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

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

Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

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

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5101(3.7),

~~respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.~~

~~Proposer:~~

~~_____~~

~~By_____~~

~~Title:_____~~

~~_____~~

~~Date~~

~~Preparation Checklist for Completion of Sample Independent Contractor Agreement~~

~~**NOTE:** This Checklist Page is for the City's internal use only and should not be included as part of the final contract~~

~~Title Block:~~

~~Insert Contactor Name~~
~~Insert Type of Services~~

~~First Paragraph:~~

~~Insert Contractor Name~~
~~Insert Effective Date~~
~~If Contractor is an entity, insert state of organization and entity type~~

~~Section 5:~~

~~Insert name of City project manager in two places in Section 5.1~~
~~Insert name of Contractor project manager in two places in Section 5.2~~

~~Section 6:~~

~~Insert dates for term of Agreement; the commencement date generally should not be prior to the date the City intends to sign the Agreement Section 16.2:~~

~~Remove brackets or remove language depending on whether Contractor is an in state or out-of-state contractor~~

~~Section 19:~~

~~Insert contact information for Contractor~~

~~Signature Page:~~

~~Complete signature block for Contactor~~
~~Get the contractor to sign first before getting the signature of the Mayor or City Manager~~

~~Exhibit A:~~

~~Add the Scope of Services; ensure the Scope of Services accurately, clearly and specifically lists all of the work to be completed by the Contractor.~~

~~Ensure Exhibit A includes timeframes for completion of the Services. If the Services include several tasks with several completion deadlines, ensure all deadlines are included in Exhibit A. Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on an hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing.~~

~~APPENDIX H: PURCHASING CARD GUIDELINES~~

PURCHASING CARD GUIDELINES

Welcome to the City of Louisville Purchasing Card Program. The purchasing card is a credit card based system used to procure low value items and services.

PURPOSE

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the program is to:

Reduce the cost of processing small dollar purchases; Receive faster delivery of required merchandise;
Simplify the payment process.

The Purchasing Card Program is intended for travel, maintenance, repair, operating and other low value purchases needed during the course of business.

Program Administrator:

Diane Kreager
(303) 335-4507

What limitations and restrictions are on the card?

The program is set up with the following limitations:

Dollar limit per transaction
Dollar limit per month
Merchant Category – Other

The following restrictions apply to the purchasing card:

May not be used to purchase items requiring a requisition and purchase order
May not split or spread charges over multiple cards to avoid the single purchase transaction limit

For whom can a cardholder make purchases?

The cardholder can make City of Louisville business related purchases for any employee who reports to the same department or division.

Is personal use of the purchasing card allowed?

Use of the purchasing card for personal purchases is prohibited. Any purchases that are inadvertently used for a personal purchase must be reimbursed to the City. Personal use of the card may result in loss of privileges or other disciplinary action including termination of employment.

Can the card be shared?

The only person entitled to use a purchasing card is the person whose name appears on the face of the card. Do not lend the purchasing card to another person for use. Only the cardholder can sign for card transactions. Use by anyone other than the cardholder is prohibited.

Which suppliers may I use?

The purchasing card is a Master Card product. Any supplier or merchant who accepts Master Card can accept the purchasing card.

What are the guidelines for sales tax?

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the card. When making a purchase, please tell the merchant that we do not pay sales tax.

What about receipts for memberships, dues and subscriptions?

For purchases in which a receipt is not normally given, use a copy of the completed application or order form as the receipt. It should clearly indicate payment was made using the purchasing card.

How are charges paid?

All transactions processed during the month will be included on a monthly statement of account for each cardholder. Monthly statements will be distributed by the Program Administrator to each department. Cardholders are responsible for reviewing the statement for accuracy, providing a brief description and account number, and attaching a receipt for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted (with receipts) to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

What if there is an incorrect charge?

Any charge that was not authorized must be reported immediately to the Program Administrator.

If there is an incorrect charge or an outstanding quality or service issue, first contact the merchant to try to resolve the error or problem. If the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If an agreement cannot be reached with the merchant, contact the Program Administrator.

What if a receipt is lost?

If a receipt is lost, contact the vendor for a duplicate. If the vendor is unable to supply a duplicate, the cardholder is to attach a written statement describing the transaction in detail and submit it with the

~~other receipts. This statement will need a supervisor or manager's signature to process. If the cardholder is unavailable to verify the purchase, the supervisor may sign for the cardholder.~~

~~Can it be used for telephone orders?~~

~~Orders may be made by telephone with an itemized receipt requested from the merchant. If an itemized receipt is unavailable, the cardholder is to attach a written statement describing the transaction in detail and submit it with the other receipts.~~

~~What if the purchasing card is lost?~~

~~The purchasing card should be kept in a secure location. It needs to be accessible only to the cardholder.~~ **~~If the purchasing card is lost or stolen, notify the Program Administrator immediately at 303-335-4507 or the Bank at 800-819-4249 during non-business hours.~~**

~~What if the cardholder leaves the City?~~

~~The cardholder must return the purchasing card to the Program Administrator in the Finance Department. The Program Administrator will cancel the card.~~

~~How are purchases returned?~~

~~If an item needs to be returned, follow the merchant's return policy. Contact the Program Administrator if a copy of a receipt is needed.~~

~~Will use affect personal credit?~~

~~Use of the purchasing card will not have any impact on the cardholder's personal credit rating.~~

~~What may cause loss of privileges?~~

~~Failure to comply with the Purchasing Card Guidelines may result in immediate revocation of the purchasing card privileges if any of the following occur:~~

~~Splitting charges to avoid the single purchase transaction limit~~
~~Loaning the card to another employee for use~~
~~Failure to notify the Program Administrator or Bank of a lost or stolen purchasing card~~
~~Failure to submit the statement on time for payment~~
~~Personal use of the purchasing card~~

~~*Can privileges be restored?*~~

~~*Privileges can be restored one time only after a six-month waiting period following loss of privileges. The restoration of privileges must be requested by the Department Director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges will be permanent.*~~

As with any City purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for City funds.

PURCHASING CARD USER AGREEMENT

I agree to the following regarding the use of the Purchasing Card Program at the City of Louisville:

I understand that I am making financial commitments on behalf of the City of Louisville and will strive to obtain the best value for the City of Louisville.

I understand that under no circumstances will I use the purchasing card to make personal purchases either for others or myself.

I have been given a copy of the Purchasing Card Guidelines, received the training and understand the requirements for purchasing card use.

I will follow the established procedures for use of the purchasing card. Failure to do so may result in either loss of privileges or other disciplinary action including termination of employment.

I agree that should I violate the terms of this Agreement, I will reimburse the City of Louisville through cash, personal check or payroll deduction. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand if the Department Director determines a purchase was inappropriate, I will reimburse the City of Louisville through cash, personal check or a payroll deduction or return the merchandise, at the discretion of the Director. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand that failure to report a lost or stolen purchasing card may cause a liability for the City of Louisville. I will immediately notify the Program Administrator or Bank of a lost or stolen card. Failure on my part may cause me to be liable for unauthorized purchases and will result in losing purchasing card privileges.

_____

Employee Name and Number (print)

_____ _____

Employee Signature Manager Signature

_____ _____

Date Date

~~APPENDIX I: SAMPLE DATA PROTECTION ADDENDUM~~

ADDENDUM – [Insert Name of Agreement to which Addendum is to be Attached]

This Addendum is attached to and made part of the [Insert Name of Agreement] dated _____, 20__ ("Agreement") between _____ ("Vendor") and the **City of Louisville, Colorado** ("City").

WHEREAS, Vendor and City by this Addendum desire to amend the Agreement as set forth herein;

NOW THEREFORE, Vendor and City hereby agree to the following additions to the Agreement, and hereby agree **the provisions of this Addendum shall control in the event of any conflict**:

Service Level.

The products/services provided to City by Vendor shall be available 99.9% of the time, excluding unavailability due to City's inability to maintain internet access or due to any failure in internet access caused by a third-party internet provider, and excluding scheduled downtime, which downtime shall not exceed four (4) hours in duration in any one month period, of which City is notified at least 12 hours in advance and which shall occur outside of normal business hours ("Availability Requirement"). In the event the products/services do not meet the Availability Requirement (a "Service Level Failure") in any calendar month, Vendor shall provide City with a credit on the next monthly invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a 30-day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit").

Vendor shall back up data provided by City and City customers ("City Data") at an off site location at least as frequently as follows: for the first seven (7) days after such data has been provided, every fifteen (15) minutes; for the second seven (7) days after such data has been provided, every four (4) hours; and, after fourteen (14) days since such data has been provided, daily. Vendor shall ensure City Data can be restored from such back ups in the event of server failure of other failure resulting in data loss. Vendor shall ensure City Data is retained in such back ups for the entire term of the Agreement.

Ownership and Confidentiality.

All City Data is and shall remain owned by City. All City Data shall be capable of export to Microsoft Excel, Word, CSV or fixed-length file formats (each a "Reproducible Format").

All City Data is and shall remain the confidential information of City. In fulfilling its obligations under the Agreement, Vendor shall exercise the same degree of care and protection with respect to City Data that it exercises with respect to its own confidential information, but in no event shall Vendor exercise less than a reasonable standard of care. Vendor shall only use, access and disclose City Data as necessary to fulfill its obligations under the Agreement. Except as provided in subsection (C), Vendor shall not directly or indirectly disclose, sell, copy, distribute, republish, market, demonstrate or allow any third party to have access to any City Data.

If, in fulfilling its obligations under this Agreement, Vendor should disclose any City Data to any third party or subcontractor, Vendor shall cause such third party or subcontractor, through written agreement, to exercise the same degree of care and protection with respect to City Data as is required

of Vendor under this Agreement. Vendor agrees that it is fully responsible to City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by Vendor. Nothing contained herein shall create any contractual relations between City and any subcontractor of Vendor. Vendor shall remain responsible to City for all activities of its subcontractors to the same extent as if such activities had been undertaken by Vendor itself.

All domains and domain names used and/or created in connection with the products/services provided under the Agreement to City shall become, and all logos and information provided by City for use in such domains are and shall remain, the sole property of City.

Personal Identifying Information and Breach.

City Data may include City customer "Personal Identifying Information" (hereinafter referred to as "Personal Information"), as such term is defined in Title 24, Article 73, Part 1 of the Colorado Revised Statutes ("C.R.S."). In maintaining, storing, and processing of Personal Information, Vendor shall comply with the obligations of a "Third-Party Service Provider" as such term is defined in Section 24-73-102, C.R.S. Such obligations include but are not limited to implementation and maintenance of reasonable security procedures and practices that are: (a) appropriate to the nature of the Personal Information disclosed to Vendor; and (b) reasonably designed to help protect Personal Information from unauthorized access, use, modification, disclosure, or destruction.

If Vendor becomes aware that a security breach of Personal Information may have occurred, Vendor shall notify the City within 3 days. Such notice shall at minimum contain (a) the date, estimated date, or estimated date range of the security breach; and (b) a description of the Personal Information that was acquired or reasonably believed to have been acquired as part of the security breach. The City may request, and upon such request Vendor shall provide, additional information relevant to the security breach; provided that, Vendor shall not be required to disclose confidential business information or trade secrets. Vendor shall, at its sole expense, indemnify, defend and hold harmless City, its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, arising out of any third party claim, action or proceeding brought against City, its elected and appointed officers and its employees for any security breach of Personal Information.

Location of Servers. The parties agree all Vendor products/services shall be hosted, primarily, on servers located in _____ ("Primary Servers"). In the event of a failure in Primary Servers, such products/services shall be rolled over to servers located in _____ ("Backup Servers"). Vendor shall provide City with notice within one (1) hour of the roll over of the products/services to the Backup Servers.

Termination. City may terminate the Agreement upon giving 30 days written notice to Vendor. Vendor may terminate this Agreement only if City fails to make a monthly payment in accordance with the Agreement, and fails to cure such failure within 5 days of receiving written notice from Vendor. Within 30 days of termination of the Agreement, Vendor shall provide to City the City Data in the Reproducible Format requested by City. If City does not request a particular Reproducible Format, Vendor shall provide City Data in CSV format. Vendor shall destroy all City Data after, but only after, it provides to the City the City Data in accordance with the requirements of this Section 5.

Compliance with Laws and Indemnification. Vendor represents and warrants that it is, and throughout the term of the Agreement shall remain, in compliance with the Payment Card Industry Data Security Standards ("PCI Standards"); provided that, the City shall use the TSYS TransExpress

(TXP) platform and a Verifone VX-805 reader to complete all credit and debit transactions at _____ throughout the term of this Agreement; and, provided that, the City shall audit the _____ equipment from time to time to ensure no additional devices have been connected or disconnected from any Vendor products/services that may have an impact on compliance with PCI Standards. Vendor shall, at its sole expense, indemnify, defend and hold harmless City, its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, arising out of any third party claim, action or proceeding brought against City, its elected and appointed officers and its employees for non-compliance with PCI Standards by Vendor or any of its officers, employees, agents or subcontractors.

Tax Exempt. Vendor acknowledges City is a tax-exempt entity and Vendor shall not collect taxes on the transactions contemplated under this Agreement; provided that, City shall provide Vendor with all documentation needed to evidence City's tax-exempt status.

Independent Contractor. It is the expressed intent of the parties that Vendor is an independent contractor and not the agent, employee or servant of City, and that: **VENDOR SHALL SATISFY ALL TAX OBLIGATIONS ON PAYMENTS MADE TO IT HEREUNDER INCLUDING BUT NOT LIMITED TO, PAYMENT OF STATE AND FEDERAL INCOME AND OTHER TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY CITY. VENDOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN CITY."**

Non-Appropriation. 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 City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of 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, City shall immediately notify Vendor of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

Insurance; Non-waiver of Governmental Immunity. Vendor shall carry insurance of the type and in amounts sufficient to cover its indemnification obligations under this Agreement. The parties understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, 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 City, its officers, or its employees.

THIS ADDENDUM ACCEPTED AND AGREED TO BY:

[Insert Vendor Name]	**City of Louisville, Colorado**
Signature: _____	Signature: _____

~~Name:~~ _____ ~~Name:~~ _____

~~Title:~~ _____ ~~Title:~~ _____

~~Date:~~ _____ ~~Date:~~ _____

Other Municipality Purchasing Levels

11/7/2024

Municipality	Petty Cash	Check Request/ No PO	PO minimum	Phone Quotes	Written Bids	Competitive / Formal Bids	Council/Board Approval Needed	Pcard Single Purchase limits	Pcard Monthly Purchase Limits
Louisville - Current	<$50.00	$50.01 - $2,499.99	$ 2,500	$2,500 - $9,999.99	$10,000 - $24,999.99	$25,000 - $99,999.00	>$100,000 >$50,000 items in policy	$ 1,000	$ 5,000
Louisville - Proposed	***<$50.00***	***$50.01 - $9,999.99***	***$10,000***	**$5,000 - $9,999.99**	**$10,000 - $49,999.99**	**$50,000 - $99,999.00**	**>$100,000** **>$50,000 items in policy**	***varies***	***varies***
Frederick	not listed	< $50.00	$ 50.00	< $10,000	$10,000 - $49,999.99	>= $50,000	>$100,000 >$25,000 items not in budget	travel only	travel only
Firestone	not listed	< $5,000	not listed	$5,000 - $25,000	$25,001 - $49,999	>= $50,000	>$50,000 for items in budget >$10,000 for items not in budget	not listed	not listed
Lafayette	not listed	< $25,000	$25,000	$7,500 - $25,000	$25,001 - $49,999	> $50,000	>$100,000 >$50,000 items in policy	$ 25,000	n/a
Longmont	not listed	<= $10,000	$10,001	$10,001 - $250,000		> $250,000	not listed / n/a	$ 10,000	not listed
Westminster				$10,000 - $50,000		> $50,000			
Broomfield	not listed	<$5,000	$ 5,000	$10,000 - $50,000		> $50,000		$ 5,000	not listed
Thornton	none	<$5,000	$ 5,000	$5,001 - $25,000	$25,001 - $50,000	> $50,000	none	$ 5,000	none
Brighton	not listed	n/a	$ 15,001	$15,001 - $49,999		> $50,000	not listed	$ 15,000	not listed
Superior	not listed	n/a	n/a	$2,000-$15,000	$2,000-$15,000	>$25,000	>$100,000	$2,000	$5,000
Golden	$50	<$20,000	>$20,001	$10,000-$20,000	$20,000-$50,000	>$50,000 (>$100k for cap improvs)	>$100,000	up to signature auth. ($20k for Dept Heads)	



City of Louisville

Purchasing Policy Updates – City Council 2/18/25

Ryder Bailey, CPA, Finance Director

City of Louisville

Today's Agenda

Summary of purchasing policy recommended adjustments:

- Updates to Purchasing Level Authority *(last modified in 2015)*
- Updates to Bidding Process
- Clarifications, administrative clean-up, and expansions
  - Removes specific insurance specifications
  - Expands cooperative purchasing language
  - Clarifies where and how to report stolen or lost P-Card
  - Softens sales tax reimbursement language
  - Removes Appendix and Attachments, replaced with links to most up to date form or document.
  - Document is ~60% shorter and easier to use
- Incorporates Federal Procurement requirements, when using Federal funds
- Seek Council's support and approval of proposed updates

City of Louisville

Purchasing Levels – Proposed Changes

- Staff surveyed ten cities (Frederick, Firestone, Lafayette, Longmont, Westminster, Broomfield, Thornton, Brighton, Superior and Golden)
- Proposed thresholds are consistent with benchmarks and Federal Procurement guidelines
- Seeking to increase efficiencies and reduce staff time on requisitions (~500 in 2024)

Purchasing Levels – Proposed Changes

- Requisitions would no longer required for purchases < $10K (currently $2,500, unchanged since 2006)
- Added P-Card as allowable purchasing method for items up to $10,000 *(Dependent upon individual limits, majority of P-Card individual transaction limits set at $2,500 or below)*
- 3 **documented** phone or email quotes (informal) required for purchases between $5K-$10K
  - Documented quotes / sole source memo required with check request / invoice for Finance to pay
- 3 **written & documented** quotes (informal) required for purchases between $10K-$50K, Finance Director approves requisition.
  - Documented quotes / sole source memo are still required with REQ

Benchmarked – Purchasing Levels

Municipality	Petty Cash	Check Request/ No PO	PO minimum	Phone Quotes	Written Bids	Competitive / Formal Bids	Council/Board Approval Needed	Pcard Single Purchase limits	Pcard Monthly Purchase Limits
Louisville - Current	<$50.00	$50.01 - $2,499.99	$ 2,500	$2,500 - $9,999.99	$10,000 - $24,999.99	$25,000 - $99,999.00	>$100,000 >$50,000 items in policy	$ 1,000	$ 5,000
Louisville - Proposed	***<$50.00***	***$50.01 - $9,999.99***	***$10,000***	**$5,000 - $9,999.99**	**$10,000 - $49,999.99**	**$50,000 - $99,999.00**	**>$100,000 >$50,000 items in policy**	***varies***	***varies***
Frederick	not listed	< $50.00	$ 50.00	< $10,000	$10,000 - $49,999.99	>= $50,000	>$100,000 >$25,000 items not in budget	travel only	travel only
Firestone	not listed	< $5,000	not listed	$5,000 - $25,000	$25,001 - $49,999	>= $50,000	>$50,000 for items in budget >$10,000 for items not in budget	not listed	not listed
Lafayette	not listed	< $25,000	$25,000	$7,500 - $25,000	$25,001 - $49,999	> $50,000	>$100,000 >$50,000 items in policy	$ 25,000	n/a
Longmont	not listed	<= $10,000	$10,001	$10,001 - $250,000		> $250,000	not listed / n/a	$ 10,000	not listed
Westminster				$10,000 - $50,000		> $50,000			
Broomfield	not listed	<$5,000	$ 5,000	$10,000 - $50,000		> $50,000		$ 5,000	not listed
Thornton	none	<$5,000	$ 5,000	$5,001 - $25,000	$25,001 - $50,000	> $50,000	none	$ 5,000	none
Brighton	not listed	n/a	$ 15,001	$15,001 - $49,999		> $50,000	not listed	$ 15,000	not listed
Superior	not listed	n/a	n/a	$2,000-$15,000	$2,000-$15,000	>$25,000	>$100,000	$2,000	$5,000
Golden	$50	<$20,000	>$20,001	$10,000-$20,000	$20,000-$50,000	>$50,000 (>$100k for cap improvs)	>$100,000	up to signature auth. ($20k for Dept Heads)	

Bidding Process - Proposed Changes

- Purchases under $50k do not require formal bidding. *(current requirement is $25K+)*
- All Formal bids must still be posted on City's official bidding web site (currently Bidnet) and on City website.
- Removes some requirements for posting in newspaper.
- Adds requirement to verify and document vendor is not suspended or debarred ***if*** using federal funds (sam.gov).

Clarifications, Clean-up, Expansions

- Removes reference to specific insurance requirements within the document.
  - Insurance and bonding language may still be required, user will be directed to current agreement approved by City Attorney.
- Expands cooperative purchasing language
  - Current policy limits entities that can be used to leverage competitive terms and prices.
  - Added Sourcewell as named entity and clarified not limited to entities listed.
  - Eliminates cap on when cooperative purchasing can be used.

Clarifications, Clean-up, Expansions (Cont.d)

- Clarifies who to report lost or stolen P-Card
- Softens sales tax reimbursement language when using P-Card
  - Employee should *attempt* to have vendor reverse sales tax or refund.
  - Employee *may* need to reimburse City.
  - Incorporated feedback from Finance Committee, to establish an amount for Staff to make all reasonable efforts for reimbursement ($100)
- Removes Appendix and Attachments, replaces them with links to the latest documents

Incorporates Federal Procurement Rules

- City is required to follow Federal regulations when buying items with Federal funds.
  - CFR Part 200 (Uniform Guidance for Federal Awards)
  - Must verify vendor is not suspended or debarred and save proof was verified (link added to Sam.gov)

Finance Committee Feedback

Proposed adjustments and updates were presented to the Finance Committee at their November 21st meeting with the following feedback provided:

- Incorporate threshold for staff to make all reasonable efforts to collect tax paid on their P-Card.
- Inform External Auditors Purchasing Policy changes.

Received Finance Committee support to update the City Purchasing Policy at a future Council meeting.

Recommendation

Staff is seeking City Council approval of proposed updates and revisions to the City's Purchasing Policy

SUBJECT: **AWARD CONTRACT TO BLUE SPRUCE CONSTRUCTION SERVICES FOR PUBLIC LIBRARY INTERIOR IMPROVEMENTS**

DATE: **FEBRUARY 18, 2025**

PRESENTED BY: **KURT KOWAR, DIRECTOR OF PUBLIC WORKS**
KEVIN FREY, FACILITIES MANAGER

SUMMARY:
Staff is recommending award of a contract for Library interior paint and carpet refreshing with Blue Spruce Construction Services in the amount of $317,788 and a 15% contingency of $47,668 for a total of $365,456.

Bid costs exceeded project estimates and the approved capital budget of $241,240. Awarding this contract will require a budget amendment of $124,216. The approved budget is from the Capital Improvement Fund. The additional funding will be funded out of the Library Impact Fee fund through a budget amendment estimated to take place in May.

The City recently solicited bids for this planned Library project to address interior renovations, to include new carpet and paint, new furniture, fixtures and equipment (FF&E), and an ADA access system at first floor restrooms. Upon review of the submitted bids, all proposals exceeded the budgeted amount, necessitating re-evaluation of the project's scope and costs.

In an effort to reduce costs while maintaining project goals, staff engaged with the two lowest bidders to explore value-engineered options (Alternate #1). This effort focused on modifying the project scope and removing select FF&E that could be deferred to future years or handled by City staff. The Alternate #1 pricing includes the following adjustments:

- Removal of scope other than Paint, Carpet and associated labor to move Book displays
- City library and facility staff will remove 90% of wall-hung items, reducing labor costs for removal and reinstallation.
- Contractors will be responsible for all floor items against walls and will provide an allowance for up to 8 hours of labor for large items not removed by staff.

The library is planning to close for 3-4 weeks in April, in order to complete the project with little disruption to the public. Blue Spruce has committed to the proposed scope that can be completed in 3-4 weeks, compared to other proposal, which proposes a 12 week timeline.

FISCAL IMPACT:

Description	Account #	Amount
Budget		
Approved 2024 CIP Budget	301551-620036	**$ 241,240**
Expenses		
Blue Spruce Alt #1 Proposal New Paint, Carpet and Labor **(This approval)**		**($ 317,788)**
Contingency (15%) **(This approval)**		**($ 47,668)**
NET Total Expenses		**($ 365,456)**
Proposed Budget Amendment (This approval)	Library Impact Fund	**$ 124,216**

Staff is recommending utilizing Library Impact Fund fees to partially fund this capital project. Louisville Municipal Code (LMC) Chapter 3.18 - Development Impact Fees defines how funds are to be collected and expended. In determining eligibility staff determined the Library is a Capital facility a defined under LMC Section 3.18.030. The significant improvements are included within our Capital Improvement Plan. This work is has a useful life of longer than five (5) years and is not considered routine maintenance. This work will also upgrade the teen center to allow an increased level of service for this group.

As of December 31, 2024, the Library Impact Fund balance was approximately $200,000. After this amendment, the remaining balance is estimated to be $76,000.

The alternative option is to do a budget amendment to take this funding from our capital fund fund balance. This amount is expected to have an immaterial impact to the overall fund.

RECOMMENDATION:

It is recommended that the City Council award the library improvements contract to Blue Spruce Construction Services in the amount of $317,788 and a 15% contingency of $47,668 for a total of $365,456 and that the City Council authorize the Mayor and City Clerk to execute documents on behalf of the City.

ATTACHMENT:

1. Agreement with Blue Spruce

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**

INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND BLUE SPRUCE CONSTRUCTION
FOR CONSTRUCTION SERVICES

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and Blue Spruce Construction Services, a Colorado Corporation, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing Construction services as further set forth in the Contractor's Scope of Services set forth in Section 3.0 of this Agreement (which services are hereinafter referred to as the "Services").

2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

4.1 The City shall pay the Contractor 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. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. 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 Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor 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 Contractor 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 Contractor 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 Kevin Frey as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Mr. Frey and such person's designees.

5.2 The Contractor designates Brad Weeks 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 Mr. Weeks, and such replacement require the City or the Contractor to undertake additional revaluations, coordination, orientations, etc., the Contractor 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 May 9th, 2025, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on (the Effective Date) and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements on or before May 9th 2025.

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.

OPTIONAL LIQUIDATED DAMAGES PROVISION:

6.3 LIQUIDATED DAMAGES. The City and the Contractor agree and recognize that time is of the essence in this Agreement and that the City will suffer financial loss if the Services set forth in Section 3.0 are not substantially complete by the date specified in paragraph 6.1 above, plus any extensions thereof allowed by amendment to this Agreement approved pursuant to Section 18.0. The City and the Contractor also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the City and the Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the City **ONE THOUSAND DOLLARS ($1,000)** for each and every day or portion thereof that expires after the deadline set forth in Section 6.1. 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 City, or other incidental or consequential damages suffered by the City due to the Contractor's performance. If the City charges liquidated

damages to the Contractor, this shall not preclude the City 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.

7.0 INSURANCE

7.1 The Contractor 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 Contractor 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 $1,000,000 each occurrence and $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 $400,000 per person in any one occurrence and $1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least $50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

7.2 The Contractor's general liability insurance and automobile liability and physical damage 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 Contractor. Such policies shall contain a severability of interests provision. The Contractor 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 Contractor 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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 contract, 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 Contractor 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 such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor 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 Contractor. 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 Contractor'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

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

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

10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

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

10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

10.7. Contractor 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 Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

10.9. Contractor 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

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or 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 Contractor 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 Contractor 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 Contractor 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 and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and 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 courts of Boulder County or the federal district court for the District of Colorado, and in no other court. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor 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.

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 email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Facilities Superintendent
749 Main Street
Louisville, CO 80027
e-mail: Kfrey@louisvilleco.gov

If to the Contractor:

Blue Spruce Construction Services
Attn : Brad Weeks
7107 La Vista PL Ste 100
Niwot CO 80503
e-mail – Brad@bluespruceconst.com

Except for notices by email transmission, any notice required or permitted under this Agreement 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. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. 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

a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

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

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 Contractor, 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 Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor 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 as of the day and year first above written.

CITY OF LOUISVILLE

By:_____

Mayor

Attest:_____
City Clerk

CONTRACTOR

By: _____

Title: General Manager

Date: 2/7/2025

Exhibit A – Scope of Services

[See Following Page(s)]

Blue Spruce Construction Services

7101 La Vista Place, Suite 100 • Niwot, CO 80503 • Phone: 303-652-1150

Kevin Frey
Phone: +1 561 859 3153

Job Address:
951 Spruce St
Louisville, CO 80027

Print Date: 1-15-2025

Proposal for Louisville Public Library Renovation Project

Revised pricing per email from Kevin Frey on 1/10/2025
The library will be responsible for removing all wall art and loose items from shelving excluding books from ranges.

Exhibit A

Scope of Work

The following Proposed Project Cost is based on the following Scope of Work and is determined by and limited to the following:

Drawings by: Markley Designs

Number	Title	Date
I-101	General Notes	10/25/2024
I-102	Demolition Plans	10/25/2024
I-103	Main Level Finish Plans	10/25/2024
I-104	Upper Level Finish Plans	10/25/2024
I-105	Elevations and Sections	10/25/2024
I-106	Elevations and Renderings	10/25/2024
I-107	Misc Items Schedule	10/25/2024

07 LPL 2024 Mood Board Pages -6

Specifications

Included in Plan Set

Contractor is entitled to rely on the accuracy of any documents provided by the Client – including all architectural and engineering documents – and Contractor is not responsible for any errors or inconsistencies in any of the documents provided by the Client. Prior to commencing the Scope of Work, Contractor shall review the Client -provided documents, plans, and specifications and advise Client of any known errors. Further, Contractor has not engaged in any engineering or design services and does not warrant that the improvements will be free from problems associated with mold, radon, expansive soils, subsidence, random cracking of concrete flatwork or any other issues that could have been alleviated or resolved through alternative engineering or design. Client also acknowledges that the finished size of the Work (including the size of rooms) may vary slightly from the drawings and design of the Project.

Proposed Project Cost

This proposal is valid for 30 days from the Agreement date.

01000 General Conditions

Items	Description	Price
01000.2 Building Permit	City of Louisville will pull all permits required include Building, and Fire. City will also provide tax exempt certificate for contractors	$0.00
01550.1 Temporary Protection	Plastic Protection around drywall areas. Cover furniture	$1,000.00
01700.1 Final Clean Up	Vacuum all new carpet. Wipe down new furniture	$9,288.00
01030.2 General Liability Insurance		$3,047.00
01065.2 Dumpster	Provide dumpster for misc trash during construction	$950.00
01200.1 Supervision	On site supervision, Site Coordination. Quality control	$8,125.00
01200.5 Construction Labor	Provide laborer to help with Deliveries and Moving of items during construction	$2,720.00
01200.7 Project Management	Weekly OAC (owner, architect, contractor) meetings, submittals, scheduling, subcontracts;	$4,550.00
01900.1 Bonds	Add 3% of total price.	$9,255.00

01000 General Conditions Total: **$38,935.00**

02000 Site Work

Items	Description	Price
02100.1 Demolition	Revised pricing per VE request -Move book shelves as needed and put back into place after flooring installation. -Remove all carpet and flooring in designated areas. -Any Loose items will be removed by the city library employees per addendum #1	$44,610.00

02000 Site Work Total: **$44,610.00**

03000 Concrete

03000 Concrete Total: **$0.00**

05000 Steel and Metal

Items	Description	Price
05010.4 Metal Railings	Remove and replace as in stairwell	$85.00

05000 Steel and Metal Total: **$85.00**

06000 Wood

Items	Description	Price
06100.8 Millwork	Move bookshelf to Hollow - Removed from Scope Provide and Install the following -Paneling at Circulation desk -Window benches Removed scope in Teen Loft	$680.00

06000 Wood Total: $680.00

08000 Doors and Windows

08000 Doors and Windows Total: $0.00

09000 Finishes

Items	Description	Price
09900.5 Paint	Provide Labor and Material to complete -Painting scope per plans. -Remove wall paper in room 127	$32,950.00
09100.4 Steel Stud Framing w/ Drywall	Allowance- Patch drywall in Meeting room 127	$1,000.00
09600.9 Flooring	Provide Labor and material to complete the following. -WCT-1 -CPT 2 -CPT 3 -CPT 4 -CPT 5 -RFT1 - RFT 2 - Demo by flooring contractor - All Transitions as needed - All floor prep material per manufacturers recommendations. Rubber Base throughout. Hollow Scope in Separate line item.	$164,393.00

09000 Finishes Total: $198,343.00

10000 Specialties

Items	Description	Price
10000.1 Signage	Provide and Install signs in the following area per plans - Teen Loft - Return - Welcome - Meeting Room	$6,180.00

10000 Specialties Total: **$6,180.00**

12000 Site Furnishing

12000 Site Furnishing Total: **$0.00**

16000 Electrical

Items	Description	Price
16100.2 Fire Alarm	Relocate Fire Alarm in Hollow to allow for relocated book shelf- City to pay for permits.	$500.00

16000 Electrical Total: **$500.00**

25000 Contingency

Items	Description	Price
25000.1 Contractor Contingency		$5,601.00

25000 Contingency Total: **$5,601.00**

90000 Overhead and Profit

Items	Description	Price
99999.999 Overhead & Profit		$22,854.00

90000 Overhead and Profit Total: **$22,854.00**

Total Price: $317,788.00

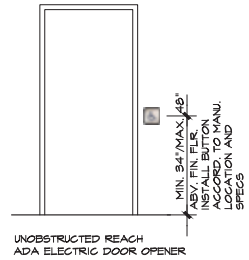
I confirm that my action here represents my electronic signature and is binding.

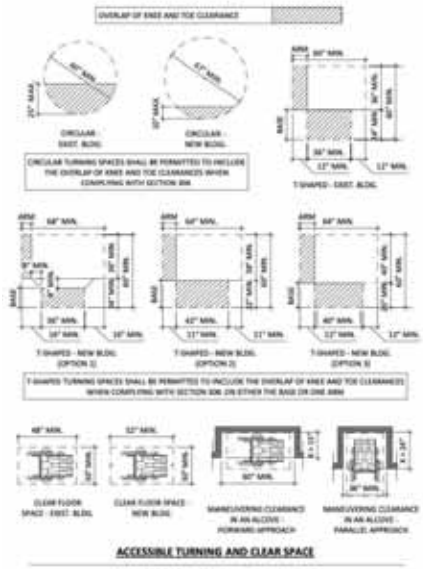
Required clients

Kevin Frey

ADA DETAILS







Final Scoping Discussed on phone call with Brad Weeks from Blue Spruce on Feb 6th 2025

TENANT FINISH SPECIFICATIONS

I. INTERIOR AND EXTERIOR WALLS
~~With the exception of the height extension of the existing wall behind the main circulation desk, there are to be no additions of or framing changes to existing walls.~~

II. HARDWARE
~~All hardware is existing except the provision Electric ADA Door Opener Auto-Open ADA Openers at main Men's and Women's restrooms. Refer to the hardware schedule for requirements.~~

III. CARPET TILES
Install per Mohawk Industries installation instructions for specific tile. See Sheet I-102 and I-103 Finish Code Table for product specification.

IV. RESILIENT FLOORING
Around main circulation desk install per Mohawk Industries installation instructions for specific resilient flooring product. See Sheet I-103 Finish Code Table for product specification.

V. RUBBER FLOORING - (The Depot Children's Flex Room)
Install per Johnsonite installation instructions for specific rubber flooring product. see Sheet I-103 Finish Code Table for product specification.

VI. PAINT - SHERWIN WILLIAMS TO BE USED ALL LOCATIONS
A. INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS
1. Drywall: Walls, Gypsum Board, and Similar Items
a. Latex Systems at Light/Unsaturated Paint Areas Only (W1, W2, W6 PER THE FINISH CODE TABLES ON I-102 AND I-103):
i) Eggshell / Satin Finish:
a) Spot Prime: SW Promar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. net, 1.5 mils. dry per coat).
b) 2nd Coat: SW Promar 200 Zero VOC Latex, B20-2600 Series.
c) 3rd Coat: SW Promar 200 Zero VOC Latex, B20-2600 Series (4 mils. net, 1.7 mils. dry per coat).

b. Waterbased Enamel Systems at Saturated High Traffic Areas (W3, W4, W5, W7, W8, W9, W10, W11, W12, W13) PER THE FINISH CODE TABLES ON I-102 AND I-103):
i) Matte Scuff Tuff (Recommended by Sherwin Williams specification writer for all dark saturated colors. Quote: "looks better on deep colors and still performs").
a) Spot Prime: SW Promar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. net, 1.5 mils. dry per coat).
b) 2nd Coat: SW Scuff Tuff Int. Waterbased Enamel, S23-50 Series
c) 3rd Coat: SW Scuff Tuff Int. Waterbased Enamel, S23-50 Series (4 mils. net, 1.7 mils. dry per coat).

c. Waterbased Epoxy Systems at Light/Unsaturated Bathroom Areas
i) Semi-Gloss:
a) Spot Prime: SW Promar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. net, 1.5 mils. dry per coat).
b) 2nd Coat: SW Pro Industrial Pre-Catalyzed Waterbased Epoxy, Semi-Gloss, K46-Series Whites
c) 3rd Coat: SW Pro Industrial Pre-Catalyzed Waterbased Epoxy, Semi-Gloss, K46-Series Whites (4 mils. net, 1.7 mils. dry per coat).

d. Waterbased Enamel System at Saturated/Dark Blue Bathroom Areas
i) Eggshell/Satin Scuff Tuff:
a) Spot Prime: SW Promar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. net, 1.5 mils. dry per coat).
b) 2nd Coat: SW Scuff Tuff Int. Waterbased Enamel, Eggshell, S24-150 Series for the Dark Saturated Navy Blue.
c) 3rd Coat: SW Scuff Tuff Int. Waterbased Enamel, Eggshell, S24-150 Series for the Dark Saturated Navy Blue. (4 mils. net, 1.7 mils. dry per coat).

2. Laminate Panels (Horizontal Wood-Look Panels Face of Main Circulation Desk):
i) Eggshell/Satin Scuff Tuff Resistant Waterbased Enamel:

Surface Prep- Laminate surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.
a) 1st Coat: Sherwin-Williams Extreme Bond Primer, B51W150 Series (0.4 mils dry per coat)
b) 2nd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eggshell, S24-150 Series.
c) 3rd Coat: Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Eggshell, S24-150 Series (4 mils. net, 1.2 mils. dry per coat).

For Tile or Other Slick Surfaces. Use a solution of Simple Green or similar with a 3M Scotch-Brite general purpose cleaning pad #6 or similar to clean and abrade the surface. Rinse clean with water and let dry.

GENERAL NOTES

1. OWNER SHALL SPECIFY TO GENERAL CONTRACTOR ANY SPECIAL REQUIREMENTS OF ELECTRICAL, MECHANICAL, COMPUTER, OR TELEPHONE SYSTEMS.
2. ANY REFERENCE TO BEARING WALLS, BEAMS, OR JOISTS ARE GENERIC IN NATURE. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT FOR INTERPRETATION AND/ OR CORRECTION.
4. DIMENSIONS ARE TO FACE OF THE STUD OR CONCRETE UNLESS OTHERWISE NOTED.
5. ELEVATIONS ARE TO TOP OF FINISH FLOOR UNLESS NOTES OTHERWISE (IF SHOWN).
6. ALL SIGNS REQUIRED TO OBTAIN THE CERTIFICATE OF OCCUPANCY SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. SIGNS INCLUDE BUT ARE NOT LIMITED TO; EXITS SIGNS, RESTROOM SIGNS, ETC.
7. DO NOT SCALE FROM DRAWINGS.
8. GENERAL CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
9. ELECTRICAL WORK TO BE DESIGN BUILT BY THE GENERAL CONTRACTOR.
10. PROVIDE FIRE BLOCKING OR FIRE DAMPERS AT 10' INTERVALS AT NEW WALL HEIGHT EXTENSION.
11. ALTERNATE FINISHES PROVIDED BY THE GENERAL CONTRACTOR AND APPROVED BY THE OWNER WILL BE ACCEPTABLE AS A REPLACEMENT FOR THE FINISH SPECIFICATIONS LISTED WITHIN THIS CONSTRUCTION DOCUMENT SET.
12. GENERAL CONTRACTOR TO VERIFY ALL QUANTITIES PRIOR TO CONSTRUCTION
13. GENERAL CONTRACTOR TO PROVIDE LOUISVILLE PUBLIC LIBRARY WITH 2% 'ATTIC STOCK' OF ALL INSTALLED / APPLIED FINISH MATERIAL WITHIN THE SCOPE OF WORK AREAS.
14. EXISTING STAIRWAY: REMOVE EXISTING HAND RAILS(S) TO PROVIDE NEW WALL FINISH. RE-INSTALL HAND RAILS PROMPTLY AT SAME LOCATION AND HEIGHT.
15. WITH THE EXCEPTION OF CARPET REPLACEMENT, NO WORK IS PROPOSED TO THE EXISTING INTERIOR OF THE ELEVATOR CAB, CALL BUTTONS, OR OPERATION OF THE EXISTING ELEVATOR.
16. REMOVE AND RE-INSTALL DRINKING FOUNTAIN AT ROOM #128 AFTER NEW WALL FINISH APPLICATION.

NARRATIVE

THE LOUISVILLE PUBLIC LIBRARY RENOVATION PROJECT INCLUDES THE PUBLIC AREAS ONLY OF THE LIBRARY. THE SCOPE OF WORK DOES NOT INCLUDE THE OFFICES OR OTHER PRIVATE AREAS SHOWN CROSS-HATCHED ON THE FLOOR PLANS.

THE PROJECT INCLUDES NEW PAINT, CARPET AND OTHER FLOORING, NEW TODDLER SEATING AND WINDOW SEATING IN THE GRADE SCHOOL AREAS, FURNITURE IN THE HOLLOW AND A STUDY TABLE AND CHAIRS IN THE TEEN LOFT. THE SCOPE ALSO INCLUDES THE REFINISH OF AN EXISTING BOOKCASE TO BE RELOCATED FROM THE ADULT AREA TO THE HOLLOW, AND THE ADDITION OF FOUR NEW SIGNS AS DETAILED ON THE DETAILS SHEET. TWO FEATURE WALLS, ONE WITH NEW WOOD SLATS APPLIED TO AN EXTENDED WALL BEHIND THE MAIN CIRCULATION DESK AND A NEW FAUX GREENERY WALL IN THE TEEN LOFT ARE ALSO INCLUDED.

BOTH OF THE FOLLOWING PROJECT STRATEGY OPTIONS REQUIRE THE RELOCATION AND STORAGE OF ALL EXISTING BOOK SHELVING, FURNITURE, WALL APPLICATIONS AND ANY OTHER ITEMS IN ALL SCOPE OF WORK AREAS.

PROJECT STRATEGY OPTION 1: IF TOTAL CLOSURE IS ESTIMATED TO BE LESS THAN THREE WEEKS, IT IS THE PREFERENCE OF STAFF TO CLOSE THE LIBRARY AND COMPLETE ALL SCOPE AREAS SIMULTANEOUSLY.

PROJECT STRATEGY OPTION 2: IF CLOSURE IS ESTIMATED TO BE GREATER THAN THREE WEEKS, ROOMS ARE TO BE RENOVATED IN CONSECUTIVE PHASES SO THAT ITEMS CAN BE STORED IN ROOMS NOT BEING WORKED ON AND SHIFTED TO RENOVATED AREAS WHEN FINISHED SO THAT UNRENOVATED SPACES CAN BE STARTED. STRATEGY OPTION 2 REQUIRES THAT AREAS NOT BEING WORKED ON ARE TO REMAIN OPEN TO THE PUBLIC DURING THAT TIME.

THIS IS AN INTERIOR DESIGN PROJECT ONLY, NO STRUCTURAL WORK IS PROPOSED. NO NEW WALLS, DOORS OR WINDOWS ARE INCLUDED WITH THIS PROJECT. THERE IS TO BE NO RECONFIGURATION OF EXISTING SPACES AND NO NEW SQUARE FOOTAGE TO THE EXISTING BUILDING IS PROPOSED.

PROJECT DIRECTORY

CLIENT	ARCHITECT
Louisville Public Library	Markley Designs LLC
City of Louisville	ARCHITECT: MARK R. MARKLEY, AIA, LEED AP
ATTN: KEVIN FREY	PH: 970-673-8248
Facilities Manager	PROJECT MGR: AMANDA FOX - Louisville, CO
PH: 303-335-4766	PH: 650-715-2061
ATTN: SHARON NEMECHEK	Office: 1014 34TH AVE, SUITE L
Director of Cultural Services	GREELEY, CO 80634
951 Spruce Street	
Louisville, CO 80027	

APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL ENERGY CONSERVATION CODE
2023 NATIONAL ELECTRICAL CODE

INTERIOR DESIGN SHEET INDEX

I-101 COVER SHEET / GENERAL NOTES / ADA DETAILS
I-102 DEMOLITION PLANS
I-103 MAIN LEVEL FINISH PLAN / SCHEDULES
I-104 UPPER LEVEL FINISH PLAN / SCHEDULES
I-105 ELEVATIONS AND SECTIONS
I-106 ELEVATIONS AND RENDERING
I-107 MISCELLANEOUS ITEMS SCHEDULE

SYMBOL LEGEND

NORTH ARROW
INTERIOR ELEVATION (E 4.0)
101 ROOM DESIGNATION
4A KEYNOTE SYMBOL
13'-3 1/2" WALL HEIGHTS
A VIEW NAME — SCALE: 1/8" = 1'-0" VIEW TITLE

Markley DESIGNS
ARCHITECTURE - PLANNING - CONSULTING
970.673.8248
MARKLEYDESIGNS.COM

LOUISVILLE PUBLIC LIBRARY

GENERAL NOTES

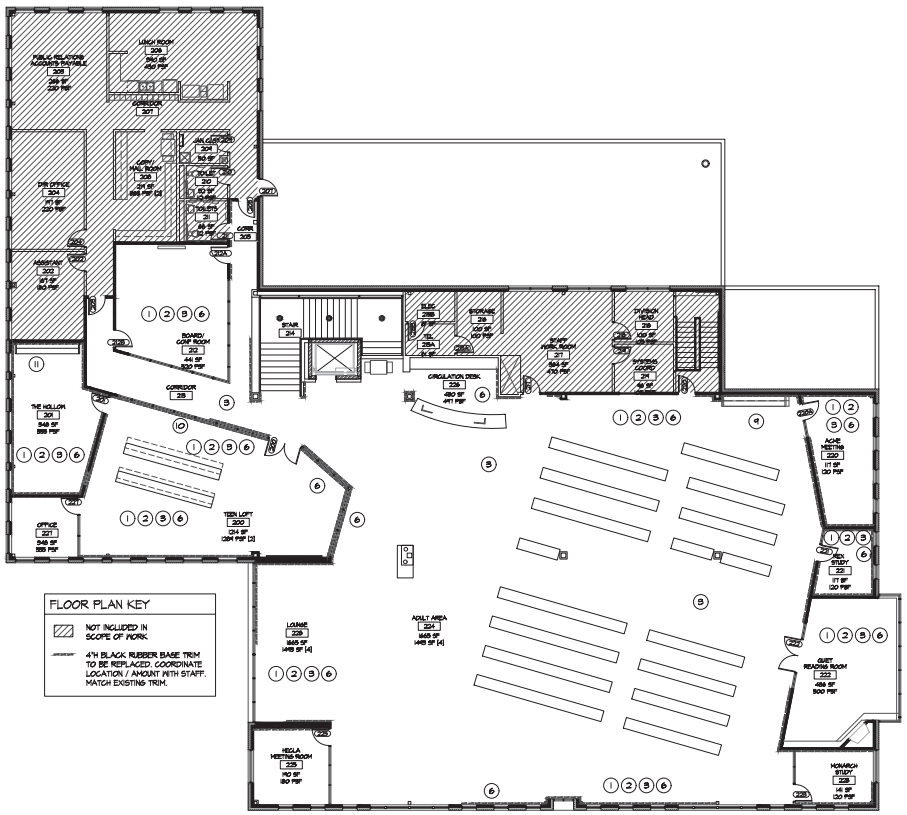
LOUISVILLE PUBLIC LIBRARY
RENOVATION ~~PROJECT~~
951 Spruce Street, Louisville, CO 80027

PROJECT NO:	LPL24
DRAWN BY:	AKF 10/25/24
CHECKED BY:	
REVISIONS	

SHEET I-101 OF 7

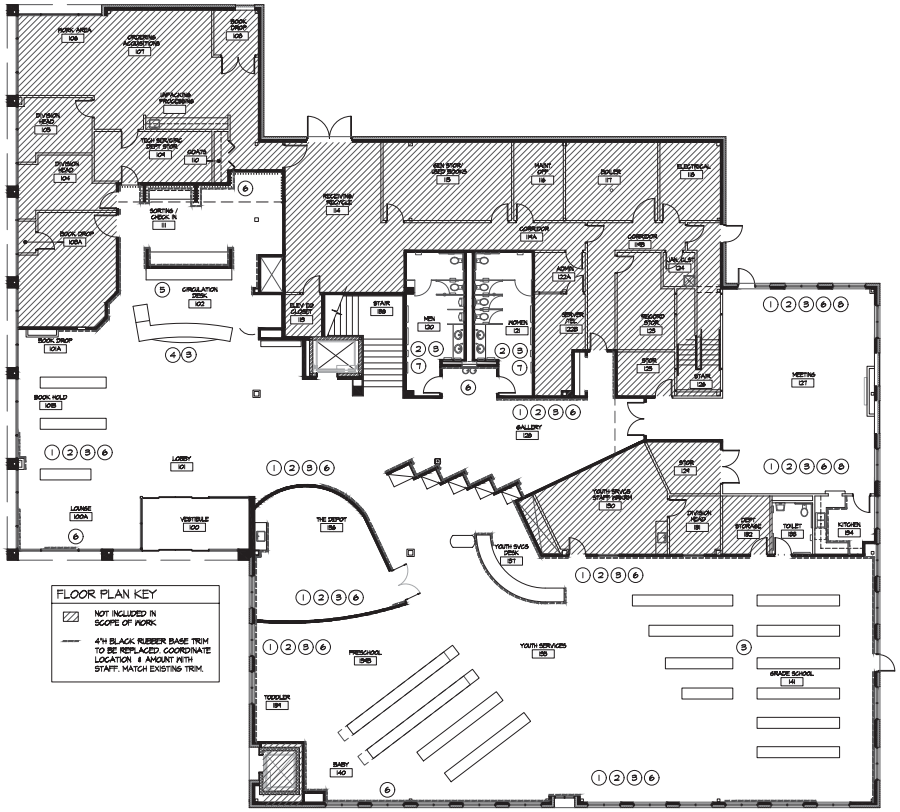
Louisville Public Library
951 Spruce Street
Louisville, Colorado

DISCLAIMER
THE ORIGINAL BACKGROUND FLOOR PLAN WAS NOT CREATED BY MARKLEY DESIGNS. THE PLAN AS DESIGNED BY THE ORIGINAL ARCHITECT FOR THE CONSTRUCTION OF THE LOUISVILLE PUBLIC LIBRARY HAS BEEN PROVIDED BY THE CITY OF LOUISVILLE FOR REFERENCE PURPOSE ONLY FOR THE INTERIOR DESIGN OF THE SPACE. WHILE EVERY EFFORT HAS BEEN MADE TO VERIFY THAT EXISTING BUILT MEASUREMENTS MATCH FLOOR PLAN DIMENSIONS, GENERAL CONTRACTOR MUST VERIFY MEASUREMENTS AND QUANTITIES PRIOR TO PURCHASE OR INSTALLATION OF MATERIALS AND ITEMS.



FLOOR PLAN KEY
- NOT INCLUDED IN SCOPE OF WORK.
- 4"H BLACK RUBBER BASE TRIM TO BE REPLACED. COORDINATE LOCATION / AMOUNT WITH STAFF. MATCH EXISTING TRIM.

UPPER LEVEL DEMOLITION PLAN
1/8" = 1'-0"



FLOOR PLAN KEY
- NOT INCLUDED IN SCOPE OF WORK.
- 4"H BLACK RUBBER BASE TRIM TO BE REPLACED. COORDINATE LOCATION & AMOUNT WITH STAFF. MATCH EXISTING TRIM.

MAIN LEVEL DEMOLITION PLAN
1/8" = 1'-0"

DEMOLITION PLAN KEY
1. ALL EXISTING ITEMS IN AREAS OF SCOPE OF WORK TO BE RELOCATED AND STORED ON SITE AS COORDINATED WITH STAFF.
2. REMOVE ALL WALL MOUNTED ITEMS IN SCOPE OF WORK AREAS. PATCH HOLES AND APPLY NEW TEXTURE TO MATCH EXISTING. PREP WALL SURFACES TO RECEIVE NEW WALL PAINT.
3. REMOVE EXISTING FLOOR FINISHES AND PREP FLOOR SURFACE TO RECEIVE NEW FLOORING FINISHES AT ALL AREAS OF NEW CONSTRUCTION.
4. CLEAN AND PREP LAMINATE HORIZONTAL BANDS ON FACE OF CIRCULATION DESK FOR NEW PAINT. TAPE OFF AREAS NOT RECEIVING NEW PAINT TO PROTECT DURING CONSTRUCTION.
5. REMOVE EXISTING DRYWALL AND FINISHES AS REQUIRED TO INSTALL NEW FULL HEIGHT STUDS. SEE ELEVATIONS.
6. REMOVE EXISTING BASE TRIM WHERE SHOWN. PREP DEMO SURFACE TO INSTALL NEW BASE TRIM TO MATCH EXISTING.
7. THOROUGHLY CLEAN WALLS, CEILINGS AND FLOOR SURFACES IN RESTROOMS PRIOR TO NEW PAINT. PATCH WALLS AND PREP SURFACES TO RECEIVE NEW FINISHES.
8. REMOVE WAINSCOT WALL COVERING IN MEETING ROOM. PATCH ANY HOLES. APPLY NEW TEXTURE TO MATCH EXISTING AS NEEDED. CLEAN BASE TRIM AND WAINSCOT TRIM. PREP SURFACE FOR PAINT.
9. RELOCATE BOOKCASE TO THE HOLLOW TEEN LOUNGE AREA. PATCH HOLES AND PREP FOR PAINT.
10. ~~REMOVE SYP. ED. AT STUDY TABLE BRACKET LOCATIONS. INSTALL METAL BLOCKING BETWEEN STUDS AND THROUGH-BOLT BRACKETS PER ELEVS AND FINISH TABLE.~~
11. ~~SAND BOOKCASE TO REMOVE ALL FINISHES. REMOVE SCREWS AT TOP OF BOOKCASE. FILL HOLES WITH WOOD FILLER TO MATCH BOOKCASE. PREP FOR SEALANT OR PAINT ACCORDING TO ELEVS.~~

GENERAL DEMO NOTES
1. CONTRACTOR SHALL REVIEW EXISTING CONDITIONS FOR ANY ADDITIONAL ITEMS NOT SHOWN ON REMOVAL PLAN AND SHALL REMOVE THEM AS NEEDED TO COMPLETE NEW CONSTRUCTION SCOPE OF WORK AT NO ADDITIONAL COST.
2. CONTRACTOR TO NOTE EXISTING LOCATIONS OF SHELVES AND FURNITURE PRIOR TO MOVING TO ENSURE THAT ITEMS ARE PLACED BACK IN THEIR ORIGINAL LOCATIONS (EXCEPT WHERE OTHERWISE NOTED).
3. REMOVE DEBRIS FROM SITE IMMEDIATELY AND DISPOSE OF LEGALLY. THE BUILDING AND GROUNDS SHALL BE KEPT CLEAN AND FREE OF REFUSE AT ALL TIMES. GENERAL CONTRACTOR HAS THE FIRST RIGHT OF REFUSAL ON ALL SALVAGE ITEMS OR MATERIAL.
4. WHERE EXISTING EQUIPMENT AND CEILINGS ARE TO BE REMOVED. SUCH REMOVAL SHALL INCLUDE ALL ANCHORS, HANGERS, FRAMING, ETC.
5. PATCH FLOORS TO MATCH ADJACENT SURFACES AFTER CARPET AND FLOORING REMOVAL IN ORDER TO BE READY TO RECEIVE FINAL FINISHES.
6. PROMPTLY REPAIR DAMAGES CAUSED TO ADJACENT FINISHES BY DEMOLITION OR CONSTRUCTION WORK.
7. CONTRACTOR IS RESPONSIBLE TO CORRELATE HIS/HER OBSERVATIONS WITH THESE CONTRACT DOCUMENTS. IF INCONSISTENCIES EXIST, THE CONTRACTOR SHALL INFORM THE CONTRACTING OFFICER BEFORE CONSTRUCTION.
8. ALL FINISHES THAT ARE REMOVED DURING DEMO, EXCEPT THOSE NOTED TO BE REUSED OR TO REMAIN AS THE PROPERTY OF THE OWNER, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE JOB SITE. THE OWNER RESERVES THE RIGHT TO KEEP ANY REMOVED ITEMS EVEN THOUGH NOT NOTED ON DRAWINGS OR TAGGED.
9. THE CONTRACTOR MUST MEET WITH THE OWNER OR HIS REPRESENTATIVE AND COORDINATE THE PROPOSED WORK SCHEDULE FOR REMOVAL, PHASING AND REMODEL WORK WITHIN THE CONTRACT DOCUMENTS AND TO ALLOW CONTINUED AND SAFE OPERATIONS OF THE FACILITY.
10. PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL INFORM THE OWNER OR HIS REPRESENTATIVE OF THE INTENT TO DO SO AT LEAST 48 HOURS BEFORE SUCH WORK BEGINS.

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MARKLEYDESIGNS.COM

LOUISVILLE PUBLIC LIBRARY

DEMOLITION PLANS

LOUISVILLE PUBLIC LIBRARY RENOVATION PROJECT
951 Spruce Street, Louisville, CO 80027

PROJECT NO:	LPL24
DRAWN BY:	AKF 10/25/24
CHECKED BY:	
REVISIONS	

SHEET I-102 OF 7

DISCLAIMER
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MEN'S AND WOMEN'S ADA ELECTRIC DOOR OPENER HARDWARE SCHEDULE

Removed from Scope

VERIFY WITH HARDWARE CONTRACTOR PRIOR TO PURCHASE AND INSTALLATION

QTY	PRODUCT DESCRIPTION
2	RECORD 8100 SERIES OPERATOR 8100 ALUM *CONFIRM MOUNT SIDE*
4	BEA SM WIRELESS BOX 10BOX4TSSSMEBA 4 BEA 4-3/4" SQ W/ LOGO & TEXT 10FB9I
4	BEA DIGITAL TRANSMITTER 10TD4OOPB
2	BEA DIGITAL RECEIVER 10RD4OO

NOTES:
1. CONTACT COLORADO DOORWAYS, COLIN SZABO / 303-291-0900 FOR PURCHASE AND INSTALL OF THE ADA AUTO OPENERS
2. A MANDATORY DETAIL TRIP IS REQUIRED TO VERIFY OPENING REQUIREMENTS.

ROOM FINISH SCHEDULE

MAIN LEVEL

Rm #	Room Name	Floor		Wall		Notes
		Main	Accent	Main	Accent	
100	VESTIBULE	MGT-1	MGT-1	W2	-	
100A	LOUNGE	*	*	W1	-	* CARPET BORDER CPT-2, CARPET INTERIOR CPT-4.
101	LOBBY	CPT-2	-	W1	-	
101A	BOOK DROP	CPT-2	-	W8	-	
101B	BOOK HOLD	CPT-2	-	W1	-	
102	CIRCULATION DESK	RPT-1	-	W1	-	FRONT HORIZ. BANDS TO BE W2. SEE FIN. NOTES
111	SORTING / CHECK IN	CPT-2	-	W1	W2	SEE PLAN NOTES FOR W2 LOCATIONS
120	MEN'S RESTROOM	existing	-	W1	W8	
121	WOMEN RESTROOM	existing	-	W1	W8	
127	MEETING ROOM	CPT-2	-	**	W8	MAIN MTG WALLS: ** MAIN WALLS "Gass. Veil" ABV RAIL/ "Pussyfoot" MAINSOFT, "Labradorite" Accent
134	MEETING KITCHEN	existing	-	W8	-	"Labradorite" ALL WALLS INSIDE KITCHEN
128	GALLERY	CPT-2	-	W1	W8	
138	CHILDRENS RROOM	existing	-	***	-	*** "Gossamer Veil" ABV RAIL "Grand Canal" MAINSOFT
135	YOUTH SERVICES	CPT-5	-	W1	-	
136	THE DEPOT	RPT-2	-	W1	W7	RUBBER FLOOR TILE
137	YOUTH SVCS DESK	CPT-5	-	W11	-	
139	STAIR	-	-	W2	W8	NO CHANGE TO EXISTING FLOORING
134	TODDLER	CPT-4	-	W1	-	SEE FLR PLN FOR ACCENT CARPET TRANS. LINE
1345	PRESCHOOL	CPT-4	-	W8	-	SEE FLR PLN FOR ACCENT CARPET TRANS. LINE
140	BABY	CPT-4	-	W4	-	SEE FLR PLN FOR ACCENT CARPET TRANS. LINE
141	GRADE SCHOOL	CPT-5	-	W1	W8	

FINISH CODES

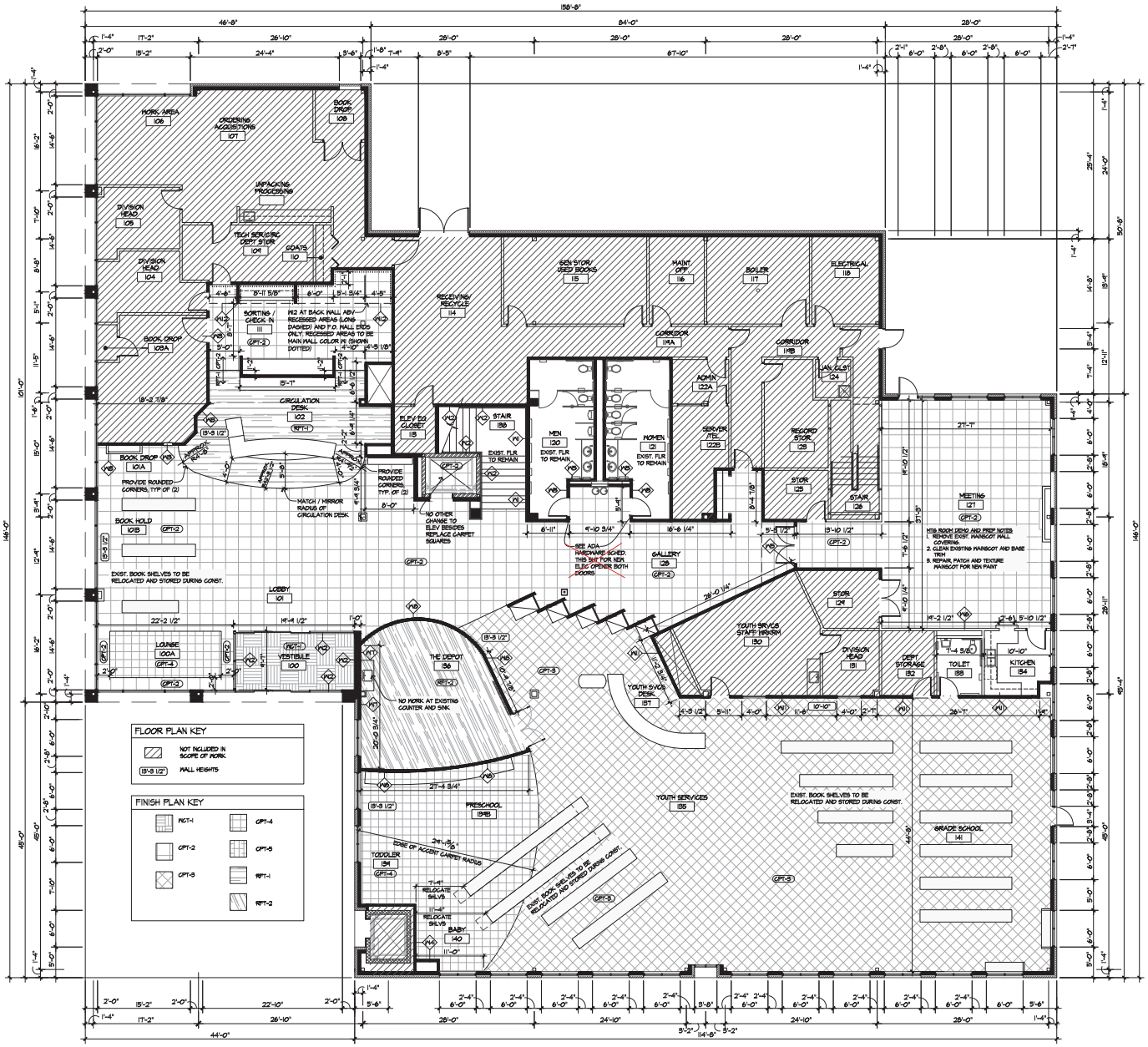
FLOOR FINISH

MGT-1	24"X24" MAILSOFF CARPET TILE - MOHAWK INDUSTRIES. Tuft Stuff II / First Step II - Performance Loop Pile / "955 Cobalt". MONOLITHIC PATTERN
CPT-2	24"X24" CARPET TILE - CARPET TILE - MOHAWK INDUSTRIES. Derm Culture / Made to Last / 934 "Charcoal Flash". MONOLITHIC PATTERN
CPT-3	24"X24" CARPET TILE - MOHAWK INDUSTRIES. Taking Steps / Necessary Action 07467 / 585 "Franklin". MONOLITHIC PATTERN
CPT-4	24"X24" CARPET TILE - MOHAWK INDUSTRIES. Taking Steps / Necessary Action 07467 / 455 "Henry". MONOLITHIC PATTERN
CPT-5	24"X24" CARPET TILE - MOHAWK INDUSTRIES. Emanating Echoes / Remnant 07348 / 934 "Charlotte". MONOLITHIC PATTERN
RPT-1	19.2"X19.2" RESIDUAL FLOORING - MOHAWK INDUSTRIES. Healthy Env Heterogeneous / Juniperus II 02059 821 "Flaxen". MONOLITHIC PATTERN
RPT-2	24"X24" RUBBER TILE - TARKETT - Johnsonite / Triumph Multi-Functional Flooring / Slidelock Tile Format / "LBM Rainstorm" tarkett.com

WALL FINISH

W1	MAIN WALL COLOR LIGHT BEIGE-GRAY SW7185 "Gossamer Veil"
W2	BEIGE-GRAY - SW7848 "Pussyfoot"
W3	BRIGHT TEAL - SW6749 "Intense Teal
W4	TEAL - SW6488 "Grand Canal"
W5	BLUE - SW7185 "Hanea Baja"
W6	MEDIUM GRAY BLUE - SW7614 "Labradorite"
W7	CORAL ACCENT - SW6614 "Quite Coral"
W8	BRIGHT LIGHT GREEN - SW6452 "Island"
W9	SAGE - SW6944 "Basil"
W10	DARK FOREST - SW0041 "Dard Hunter Green"
W11	BRIGHT BLUE - SW9060 "Connor's Lakefront"
W12	DARK CHARCOAL - SW7076 "Cyberspace"
W13	BLACK - SW6991 "Black Magic"

NOTES
1. SUBSTRATE AT ALL LOCATIONS IS CONCRETE.
2. SEE FINISH SPECIFICATIONS SHT I-101 FOR PREPARATION, INSTALLATION AND MAINTENANCE DETAILS.
3. WHERE WALL PAINT COLOR NOT INDICATED ON PLANS, WALL TO BE W1 MAIN WALL COLOR.
4. WHERE FINISH SPECS NOT PROVIDED, INSTALL PER MANUFACTURER RECOMMENDATIONS.



MAIN LEVEL FLOOR FINISH PLAN
1/8" = 1'-0"

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MAIN LEVEL FINISH PLAN

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RENOVATION PROJECT
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PROJECT NO:	LPL24
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SHEET I-103 OF 7

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ROOM FINISH SCHEDULE

UPPER LEVEL

Rm #	Room Name	Floor		Wall		Notes
		Main	Accent	Main	Accent	
200	TEEN LOFT	CPT-4	-	W1	W4	
201	THE HOLLOW	*	*	W10	-	* CARPET BORDER CPT-4, CARPET INTERIOR CPT-5. ALL WALLS - NO. PROVIDE DIMMER SWITCHES FOR ALL EXISTING CEILING LIGHTS IN THE HOLLOW
212	BOARD/CONF RM	CPT-4	-	**	**	** SW6165 "Gossamer Veil" AB/ CHAIRRAIL SW7648 "Pussywillow" BELOW RAIL
215	CORRIDOR	CPT-2	-	W1	-	
214	STAIR	existing	existing	W2	W1	
220	ACME MEETING	CPT-4	-	W2	W4	
221	REX STUDY	CPT-4	-	W2	W4	
222	READING ROOM	CPT-4	-	W8	-	
223	MONARCH STUDY	CPT-4	-	W2	W4	
224	ADULT AREA	CPT-2	-	W1	W6	
225	HEGLA MEETING RM	CPT-4	-	W2	W4	
226	CIRCULATION DESK	CPT-2	-	W1	W5	
227	OFFICE	existing	existing	W1	W4	
228	ADULT LOUNGE	**	**	W1	W6	**CARPET BORDER CPT-2; CARPET INTERIOR CPT-4

FINISH CODES

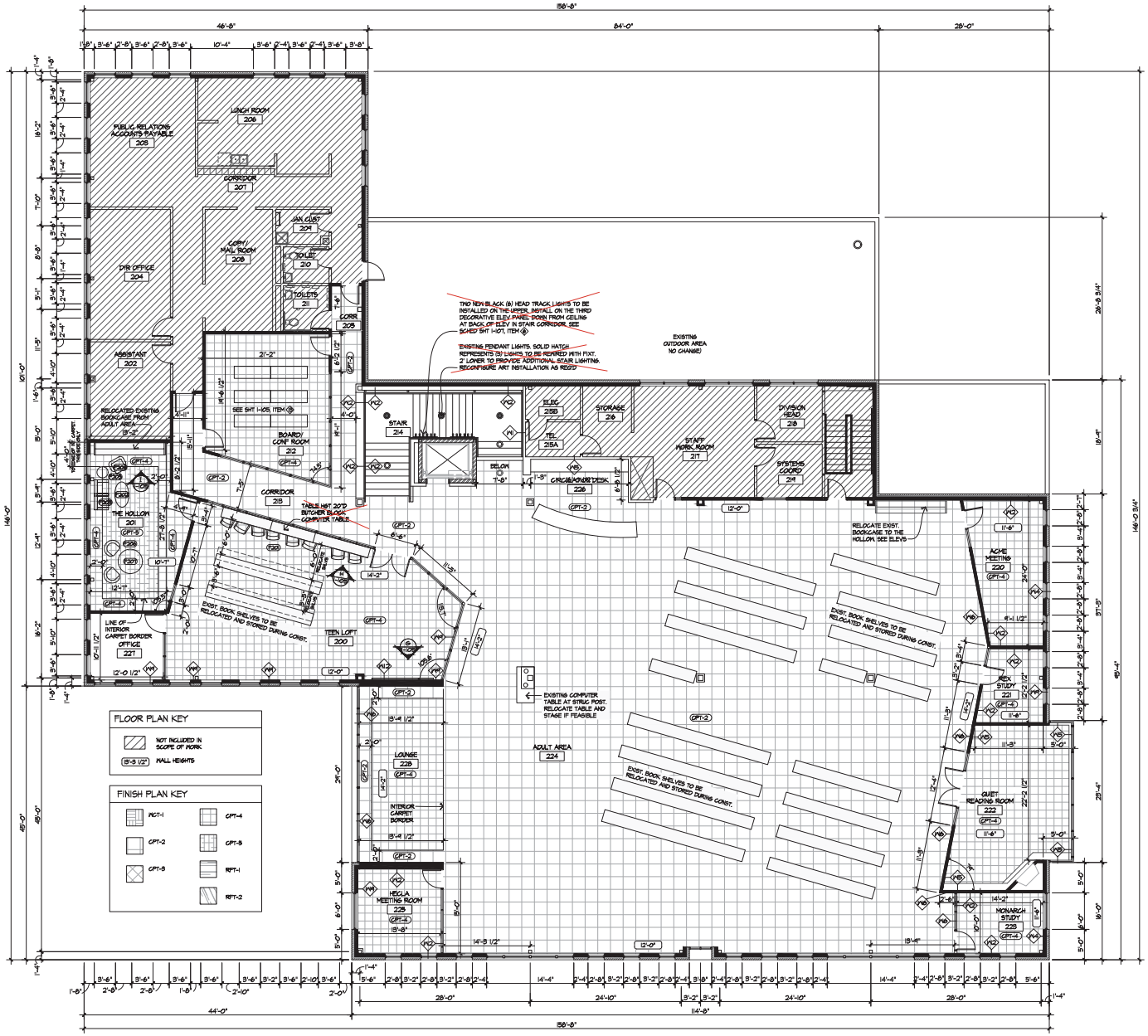
FLOOR FINISH

- MCT-1 24"X24" MALKOFF CARPET TILE - MOHAWK INDUSTRIES. TUFT Stuff II / First Step II - Performance Loop Pile / "855 Cobalt". MONOLITHIC PATTERN
- CPT-2 24"X24" CARPET TILE - CARPET TILE - MOHAWK INDUSTRIES. Denim Culture / Made to Last / 924 "Charcoal Wash". MONOLITHIC PATTERN
- CPT-3 24"X24" CARPET TILE - MOHAWK INDUSTRIES. Taking Steps / Necessary Action 617457 / 565 "Franklin". MONOLITHIC PATTERN
- CPT-4 24"X24" CARPET TILE - MOHAWK INDUSTRIES. Taking Steps / Necessary Action 617457 / 955 "Henry". MONOLITHIC PATTERN
- CPT-5 24"X24" CARPET TILE - MOHAWK INDUSTRIES. Emanating Echoes / Remnant 617341 / 494 "Charlotte". MONOLITHIC PATTERN
- RFT-1 12"X19"3" RESILIENT FLOORING - MOHAWK INDUSTRIES. Healthy Env Heterogeneous / Juniperus II 220594/ 821 "Flaxen". MONOLITHIC PATTERN
- RFT-2 24"X24" RUBBER TILE - TARKETT - Johnsonite / Triumph Multi-Functional Flooring / Slidelock Tile Formal / "LSM Rainstorm" tarkett.com

WALL FINISH

- W1 MAIN WALL COLOR LIGHT BEIGE-GRAY SW6165 "Gossamer Veil"
- W2 BEIGE-GRAY - SW7648 "Pussywillow"
- W3 BRIGHT TEAL - SW6445 "Intense Teal
- W4 TEAL - SW6480 "Grand Canal"
- W5 BLUE - SW6185 "Naval Blaze"
- W6 MEDIUM GRAY BLUE - SW7618 "Labradorite"
- W7 CORAL ACCENT - SW6614 "Gato Coral"
- W8 BRIGHT LIGHT GREEN - SW6452 "Island"
- W9 SAGE - SW6184 "Basil"
- W10 DARK FOREST - SW6041 "Dard Hunter Green"
- W11 BRIGHT BLUE - SW9060 "Connor's Lakefront"
- W12 DARK CHARCOAL - SW7076 "Cyberspace"
- W13 BLACK - SW6991 "Black Magic"

NOTES
1. SUBSTRATE AT ALL LOCATIONS IS CONCRETE.
2. SEE FINISH SPECIFICATIONS SHT I-101 FOR PREPARATION, INSTALLATION AND MAINTENANCE DETAILS.
3. WHERE WALL PAINT COLOR NOT INDICATED ON PLANS, WALL TO BE 'W1' MAIN WALL COLOR.
4. WHERE FINISH SPECS NOT PROVIDED, INSTALL PER MANUFACTURER RECOMMENDATIONS.



UPPER LEVEL FLOOR FINISH PLAN
1/8" = 1'-0"

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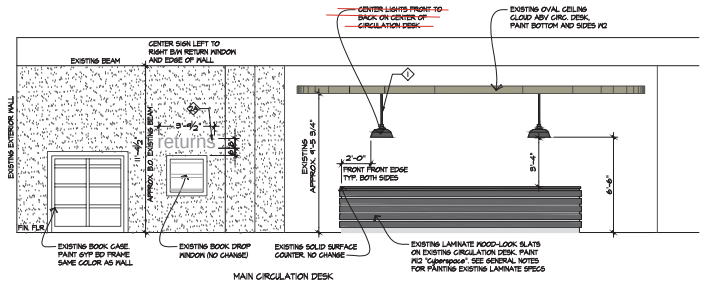
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UPPER LEVEL FINISH PLAN

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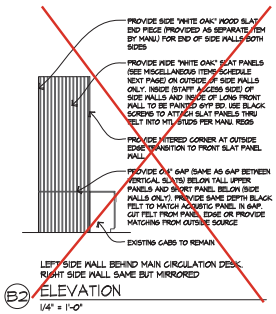
SHEET I-104 OF 7

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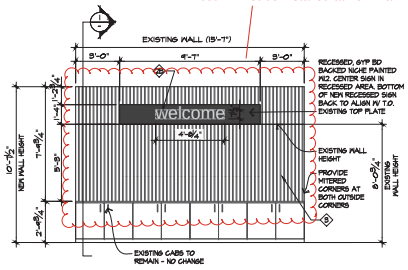
MAIN CIRCULATION DESK
A ELEVATION
1/4" = 1'-0"

COORDINATE WITH BROOMFIELD FAST SIGNS MANUFACTURER FOR ALL SIGNAGE DETAILS INC. LETTER SPACING AND INSTALLATION REQUIREMENTS. SEE SIGNAGE DETAILS THIS SHEET.



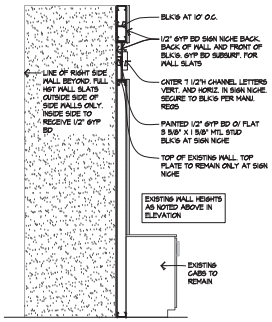
LEFT SIDE WALL BEHIND MAIN CIRCULATION DESK. RIGHT SIDE WALL SAME BUT MIRRORED
B2 ELEVATION
1/4" = 1'-0"

Signage fabrication is included, but will not be installed at new wall.

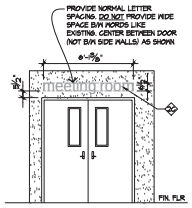


WALL BEHIND MAIN CIRCULATION DESK
B ELEVATION
1/4" = 1'-0"

COORDINATE WITH BROOMFIELD FAST SIGNS MANUFACTURER FOR ALL SIGNAGE DETAILS INC. LETTER SPACING AND INSTALLATION REQUIREMENTS. SEE SIGNAGE DETAILS THIS SHEET.

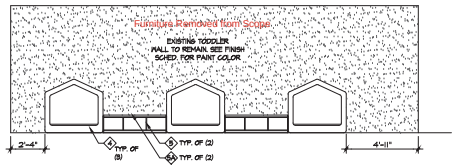


WALL BEHIND MAIN CIRCULATION DESK.
1 WALL SECTION
1/2" = 1'-0"



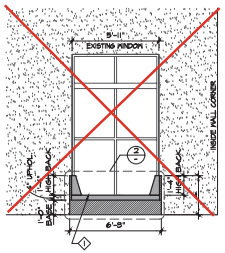
MEETING ROOM ENTRY
C ELEVATION
1/4" = 1'-0"

COORDINATE WITH BROOMFIELD FAST SIGNS MANUFACTURER FOR ALL SIGNAGE DETAILS INC. LETTER SPACING AND INSTALLATION REQUIREMENTS. SEE SIGNAGE DETAILS THIS SHEET.



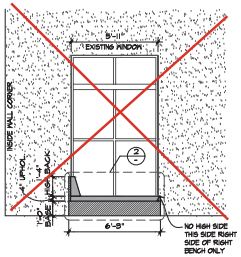
CHILDREN'S TODDLER AREA CUBBIE AND PARENT BENCH
D ELEVATION
1/4" = 1'-0"

SECURE EACH FURNITURE ITEM WITH GENERATED ANTI-TIP BRACKETS (TYPICAL) INTO THE METAL STUDS, MIN. (2) BRACKETS PER ITEM.



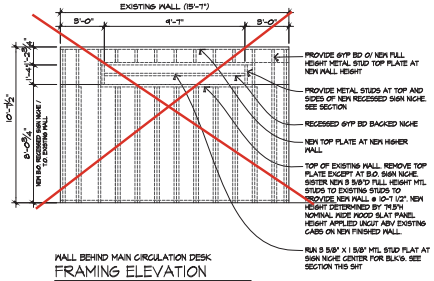
LEFT BENCH
E ELEVATION
1/4" = 1'-0"

COORDINATE WITH 4D NORTH DESIGNS FOR ALL WINDOW BENCH MANUFACTURING AND INSTALLATION REQUIREMENTS



RIGHT BENCH
F ELEVATION
1/4" = 1'-0"

COORDINATE WITH 4D NORTH DESIGNS FOR ALL WINDOW BENCH MANUFACTURING AND INSTALLATION REQUIREMENTS

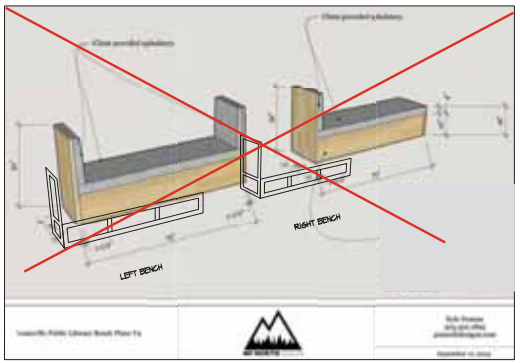


WALL BEHIND MAIN CIRCULATION DESK
FRAMING ELEVATION
1/4" = 1'-0"



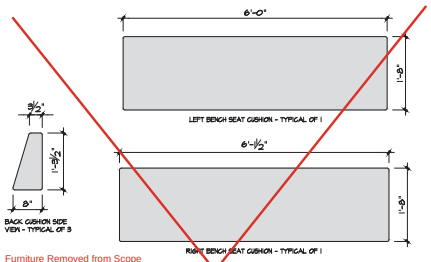
SIGNAGE DETAILS
N.T.S.

1. NOTE: SIGNAGE DETAILS PROVIDED BY FAST SIGNS BROOMFIELD. FAST SIGNS IS THE SPECIFIED MANUFACTURER FOR THE REPLACEMENT SIGNAGE. DETAILS ARE ABOVE, SEE ADDITIONAL NOTES IN THE DETAIL ELEVATIONS THIS SHEET.
2. CONTACT FAST SIGNS BROOMFIELD FOR PURCHASE AND INSTALLATION DETAILS.
3. ALL OTHER LIBRARY SIGNS TO REMAIN AS IS NO CHANGE.



Furniture Removed from Scope
2 CUSTOM WINDOW BENCH DETAILS
N.T.S.

NOTES:
1. COORDINATE PRODUCTION WITH KYLE DOMAN, 4D NORTH DESIGNS AT 303-522-1845. 4D NORTH DETAILS ABOVE, SEE ADDITIONAL NOTES FOR UPHOLSTERY SPECS. CUSTOM CUSHIONS TO BE PROVIDED BY ZIP CUSHIONS.
2. MATERIAL TO BE WHITE OAK WOOD. DECORATIVE TRIM AT FRONT AND SIDES OF BENCHES. STORAGE AREAS LOCATED UNDER THE UPHOLSTERY CUSHION. EACH BENCH WILL HAVE 3 SECTIONS OF STORAGE ACCESSIBLE BY REMOVING THE UPHOLSTERY AND THEN REMOVING A PANEL TO ACCESS THE STORAGE
3. SEE DETAIL 3/- THIS SHEET FOR CUSTOM WINDOW SEAT CUSHION DETAILS.



Furniture Removed from Scope
3 WINDOW BENCH CUSHION DETAILS
3/4" = 1'-0"

NOTE:
1. CUSHION DEPTH IS 20". SEE BENCH DETAIL.
2. ZIP CUSHIONS - www.zipcushions.com IS THE RECOMMENDED CUSTOM CUSHION MANUFACTURER.

ORDER SPECIFICATIONS:
BACK CUSHIONS - TYP. OF 3
DIMENSIONS: SEE DETAIL ABOVE ZIPPER: LONG SIDE FILL: DRY FAST FOAM FABRIC: OUTDOOR FABRIC AGORA 3987 "Tinsell Hibiscus A" PIPING: NO PIPING TIES: NO TIES

LEFT BENCH CUSHION - TYP. OF 1
LENGTH: 72" WIDTH: 20" THICKNESS: 4" ZIPPER: LONG SIDE FILL: DRY FAST FOAM FABRIC: OUTDOOR FABRIC SUNBRELLA 48081 0000 "Spectrum Peacock" PIPING: NO PIPING TIES: NO TIES

RIGHT BENCH CUSHION - TYP. OF 1
LENGTH: 78" WIDTH: 20" THICKNESS: 4" ZIPPER: LONG SIDE FILL: DRY FAST FOAM FABRIC: OUTDOOR FABRIC SUNBRELLA 48081 0000 "Spectrum Peacock" PIPING: NO PIPING TIES: NO TIES

* SECURE CUSHION BACKS AND BENCH SEAT CUSHIONS TO SEATS WITH CONCEALED 3M HOOK AND LOOP SELF ADHESIVE TAPE

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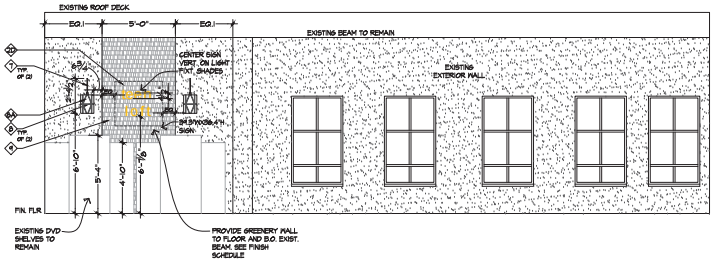
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ELEVATIONS AND SECTIONS

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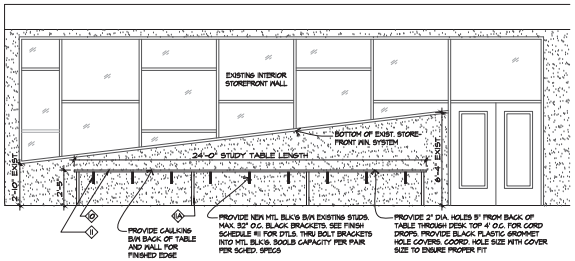
SHEET I-105 OF 7



TEEN LOFT FAUX GREENERY WALL
G ELEVATION
1/4" = 1'-0"

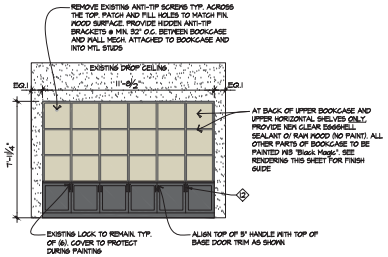
COORDINATE WITH BROOMFIELD FAST SIGNS MANUFACTURER FOR ALL SIGNAGE DETAILS INC. LETTER SPACING AND INSTALLATION REQUIREMENTS.

Greenery Wall Removed from Scope



TEEN LOFT WINDOW WALL STUDY TABLE
H ELEVATION
1/4" = 1'-0"

Teen Study Table Removed from Scope



THE HOLLOW REFINISHED EXISTING BOOKCASE
I ELEVATION
1/4" = 1'-0"

NOTE:
BOOKCASE PREP - SAND ENTIRE BOOKCASE TO REMOVE EXISTING SEALANT AND PAINT. REPAIR HOLES, PREP AND CLEAN SURFACE TO PREP FOR PAINT AND SEALANT



THE HOLLOW REFINISHED EXISTING BOOKCASE
RENDERING
1/4" = 1'-0"

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ELEVATIONS AND RENDERING

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REVISIONS	

SHEET
I-106 OF 7

MISCELLANEOUS ITEMS SCHEDULE

◇ ELEVATIONS KEYNOTE SYMBOL

Color 1	Other Finish	Image	Key	Item	Location	Product	Series	Mfr	Color	Size	Website	Units	**Retail Cost/Unit	Total	Notes
			1	~~PENDANT WITH AN ALUMINUM SHADE~~	MAIN CIRCULATION	ELEGANT LIGHTING CIRCA 17" WIDE PENDANT WITH AN ALUMINUM SHADE	CIRCA	BUILD WITH FERGUSON	BLACK W/ BRONZE INTERIOR SHADE	17"DIA X 72"H	www.build.com	2	$98	$192	https://www.build.com/elegant-lighting-ldpd2045/s1424761?vid=3348794&searchid=1esabiftz SEE CIRCULATION DESK ELEV FOR LOCATION AND HEIGHT DETAILS
			2	"returns" SIGN	MAIN CIRCULATION	CHANNEL LETTER SIGN				45.5"W X 8"H	fastsigns.com	1			ALUMINUM LETTERS W/ BRUSHED ALUMINUM FINISH. FAST SIGNS BROOMFIELD CONTACT: HAYLEY LUEPKE, OWNER 303-848-8627
			2B	"welcome" SIGN	MAIN CIRCULATION	CHANNEL LETTER SIGN				56.35"W X 7.5"H	fastsigns.com	1			ALUMINUM LETTERS W/ BRUSHED ALUMINUM FINISH. FAST SIGNS BROOMFIELD CONTACT: HAYLEY LUEPKE, OWNER 303-848-8627
			2C	"meeting room" SIGN	GALLERY	CHANNEL LETTER SIGN				73.3"W X 6.5"H	fastsigns.com	1			ALUMINUM LETTERS W/ BRUSHED ALUMINUM FINISH. FAST SIGNS BROOMFIELD CONTACT: HAYLEY LUEPKE, OWNER 303-848-8627
			2D	"teen loft" SIGN	YOUNG ADULT	YELLOW PAINTED SCRIPT SIGN - FONT "Adella"				34.3"W X 36.3"H	fastsigns.com	1			YELLOW PAINTED SCRIPT FONT SIGN. FONT - "Adella". FAST SIGNS BROOMFIELD CONTACT: HAYLEY LUEPKE, OWNER 303-848-8627
			3	~~PREFINISHED WIDE WOOD SLAT PANELS~~	MAIN CIRCULATION	WIDE PREFINISHED MILLON PANEL	-	ANDOR MILLON	WHITE OAK W/ BLK FELT BACK	44.5"H X 2'W PANELS	andormillon.com	6	$264	$1,614	24 L.F. X 8'H. 2 PANELS PER PK6. 12 TOTAL PANELS. WRAP SLAT PANELS AROUND SIDES OF WALL. INTERIOR SIDES OF WALL TO BE PAINTED 6YP BD. SEE SECT.
			4	~~GIBBIE CHILD SEATING~~	TODDLER	MOBILE CLASSROOM NOOK	FLEX-SPACE JR.	LAKESHORE LEARNING	LIGHT WOOD	47 3/8"W X 26 1/4"D X 47 7/8"H	lakeshore learning.com	3	$1,499	$5,997	SECURE INTO MTL STUDS WITH CONCEALED ANTI-TIP BRACKET PROTECTION. MIN. (2) BRACKETS / ITEM. UPHOLSTERY TO BE STANDARD AS PROVIDED BY MANUFACTURER. SEE ELEV FOR CONFIGURATION. SECURE SEAT CUSHIONS TO SEATS WITH CONCEALED 3M HOOK AND LOOP SELF ADHESIVE TAPE
			5	~~SHOE STORAGE BENCH~~	TODDLER	COMFY STORAGE BENCH	FLEX-SPACE	LAKESHORE LEARNING	LIGHT WOOD	52"W X 14 1/2"D X 16 1/2"H	lakeshore learning.com	2	$529	$1,058	SECURE INTO MTL STUDS WITH CONCEALED ANTI-TIP BRACKET PROTECTION. MIN. (2) BRACKETS / ITEM. SEE ELEV FOR CONFIGURATION.
			5A	~~SHOE STORAGE BENCH UPHOLSTERY~~	TODDLER	UPHOLSTERY - COMFY STORAGE BENCH	FOAM RECT. CUSHION	ZIP CUSHIONS	AGORA PLAINS "3716 - Tomato"	51.5"L X 15.78"W X 2.76"D	zipcushions.com	2	$82	$164	REPLACE PROVIDED SEAT CUSHIONS WITH NEW PER ZIPCUSHIONS.COM CUSHION TO BE DIMENSIONS LISTED UNDER SIZE AND LISTED COLOR. SECURE BENCH SEAT CUSHIONS TO SEATS WITH CONCEALED 3M HOOK AND LOOP SELF ADHESIVE TAPE
			6	~~STAIR CORRIDOR TRACK LIGHTS~~	STAIR	12 PACK BLACK HEADS WITH H-TRACK SYSTEM	CHARGE	WAC LIMITED	BLACK	5.86"L X 2.38"W X 3"D	www.homedepot.com	1	$275	$275	PRICE FOR TRACK LIGHT HEADS ONLY. OR EQUAL SUPPLIER. PROVIDE (2) H TRACK LIGHT SYSTEMS WITH 12 HEADS TOTAL. INSTALL ON WALL BEHIND ELEVATOR SHAFT. SEE PLAN
			7	~~PENDANT WALL SUPPORTS - 2 PK~~	TEEN LOFT	WALL MOUNTED WOOD BRACKET FOR HANGING SCONCE		FRIADE	BLACK WOOD	11"D X 12"H	www.amazon.com	1	$16	$16	LINK:https://www.amazon.com/gp/product/b09dz42c1h/ref=ewc_pr_img_1?smid=a2sox88ikOcolx&th=1
			8	~~PENDANTS~~	TEEN LOFT	DLLT INDUSTRIAL PENDANT LIGHT		DINSLI LIGHTING	BLACK	6.4" DIA. X 10.6"H X 13.5" CORD	www.amazon.com	2	$40	$80	MUST BUY (2) SINGLE PENDANTS TO SELECT 13.5' CORD. LINK: dllt industrial pendant light, metal hanging ceiling lights fixture with clear glass shade, flush-mount swag lighting for kitchen/dining room/hallway/bedroom, e26 base (black) https://a.co/d/2dste3f
			8A	~~EDISON BULBS~~	TEEN LOFT/ MAIN CIRC.	6 PACK LITEHISTORY E26 BULBS	E26 EDISON	LITEHISTORY	AMBER		www.amazon.com	2			LINK: litehistory e26 led bulb 6w equivalent e26 bulb 60 watt warm white 2200k amber e26 edison bulb dimmable ac120v 400lm tubular t14 t45 led bulb for pendant, sputnik,vanity,wall sconces pack of 6 https://a.co/d/1kjhal AMBER EDISON BULB
			9	~~GREENERY WALL~~	TEEN LOFT	12PK 20" X 20" FAUX GREEN PANEL	TOPIARY HEDGE	ULAND	"GREEN"	20"X20"	www.amazon.com	2	$136	$272	**PURCHASE AND OPEN GREEN PANELS AT CONSTRUCTION COMMENCEMENT TO ALLOW TIME FOR OFF-GASSING.** MUST ORDER "GREEN" OPTION - ~~NOT THE AC9811~~
			10	~~BUTCHER BLOCK STUDY TABLE TOP~~	TEEN LOFT	UNFIN. BIRCH SOLID BUTCHER BLOCK COUNTER W/ SQUARE EDGE	BUTCHER BLOCK COUNTER	HAMPTON BAY	BIRCH - LIGHT WOOD	8'L X 25"D X 1.5"T	www.homedepot.com	3	$279	$837	Store SKU: 1001711277 CUT TO 20" DEEP. PROVIDE BRACKETS AT MAX. 32" O.C. INTO STUDS. .79 lbs / ft² SECTION. PROVIDE (3) COATS CLEAR ES66SELL SHEEN POLY URETHANE PER MANU. RECS TO TOP AND EXPOSED SIDES
			11	~~STUDY TABLE COUNTER BRACKETS~~	TEEN LOFT	HEAVY DUTY COUNTER BRACKETS	HEAVY DUTY BRACKETS	BLAGTEA	BLACK	18"L X 6"W X 2 1/2"H	www.amazon.com	3	$100	$300	LINK: premium heavy duty countertop brackets 18 inch 4 pack (2.5" thick),granite countertop support 18" x 6" x 2 1/2"shelf l bracket metal corbels suitable for quartz,wood,concrete and laminate countertops INPUT LINK IN AMAZON.COM 4 PACK HEAVY DUTY COUNTER BRACKETS. REMOVE DRYWALL AND THRU BOLT BRACKETS THRU BLK'G INSTALLED HORIZ. BETWEEN EXISTING METAL STUDS
			11A	~~STUDY TABLE COUNTER LEGS~~	TEEN LOFT	ADJUSTABLE TALL METAL DESK LEGS	ADJUSTABLE DESK LEGS	IRONDIY	BLACK	15"X29" X 1.5" DIA.	www.amazon.com	1	$49	$49	LINK: irondiy 2 pcs 15" -29" adjustable table legs,1.5" pipe diameter metal adjustable height desk legs,heavy duty furniture leg for computer desk/dining table/office desk https://a.co/d/09rmolb INPUT LINK IN AMAZON.COM INSTALL LEGS 48" O.C. 1 1/2" BACK FROM FRONT OF COUNTER, PK OF 4.
			F201	~~STUDY TABLE CHAIRS~~	TEEN LOFT	OFFICE CHAIR	ADJUSTABLE PU LEATHER ARMLESS CHAIR	BERYTH	BLACK SEAT W/ BROWN WOOD ACCENT	20.5"D X 21.4"W X 35.8"H	www.amazon.com	8	$130	$1,040	LINK: beryth home office chair no arms with wheels, adjustable height small desk chair, pu leather mid back 360 swivel computer chair, armless modern naiirut chair for office, reading meeting room(black) BLACK SEAT, WOOD LOOK ACCENT, BLACK BASE
			12	~~CABINET HANDLES~~	THE HOLLOW	10 PACK CABINET PULLS	CABINET HANDLES	AMERDECO	CHAMPAGNE BRONZE	5"L	www.amazon.com	1	$36	$36	LINK:amerdeco 10 pack champagne bronze cabinet pulls 5 inch(128mm) hole centers kitchen cabinet handles hardware kitchen handles for cabinets cupboard handles drawer pulls zh0041 https://a.co/d/9fvshgd
			13	~~CONFERENCE / BOARD ROOM TABLES~~	CONF. ROOM	(6) FLIP TOP TABLES	CONF RM TABLES	MOORECO INC	FUSION MAPLE/BLK EDGE BAND	24"W X 72"L X 28 1/2"-45"H	www.schoolsh.com	6	$518	$3,108	(6) CONFERENCE ROOM TABLES WITH WHEELS AND ADJUSTABLE HEIGHT FOR SIT OR STAND. CORD GROMMETS INCLUDED.
	MEDIUM WOOD		F202	~~OVAL COFFEE TABLE~~	THE HOLLOW	COFFE TABLE	REIN+ OCCASIONAL	OFS CAROLINA - 1810-OVAL	DESERT (DST)	46"W X 22"D X 17"H	D'ANN ABBOTT 303-481-1260	1	$2356	$2,356	1810-OVAL / FRAME: VENEER / FINISH: DESERT (DST) / TOP: SAME AS ALL
	LIGHT WOOD LEGS		F203	~~LOUNGE CHAIRS~~	THE HOLLOW	EVERGREEN	OFS CAROLINA	680-1	DESIGNTEX "Rider Henna"	30"W X 33"D X 30"H	D'ANN ABBOTT 303-481-1260	2	$3100	$7,400	SPEC: MODEL 680-1 / LEG FINISH: DST-DESERT / NO ARM CAP / NO FERRULES / FABRIC: DESIGNTEX "Rider Henna" / NO MOISTURE BARRIER
	LIGHT WOOD LEGS		F204	~~LOUNGE CHAIR~~	THE HOLLOW	EVERGREEN	OFS CAROLINA	680-1	MAHARAM "024 Anchor"	30"W X 33"D X 30"H	D'ANN ABBOTT 303-481-1260	1	$3100	$3,100	SPEC: MODEL 680-1 / LEG FINISH: DST-DESERT / NO ARM CAP / NO FERRULES / FABRIC: MAHARAM "024 Anchor" / NO MOISTURE BARRIER
	MEDIUM WOOD		F205	~~ROUND SIDE TABLE~~	THE HOLLOW	SIDE TABLE	REIN+ OCCASIONAL	OFS CAROLINA - 1810-22RD	DESERT (DST)	22"DIA. X 20"H	D'ANN ABBOTT 303-481-1260	1	$574	$1,574	1810-22RD / FRAME: VENEER / FINISH: DESERT (DST) / TOP: SAME AS ALL
	GOLD METAL LEGS		F206	~~CLUB CHAIRS~~	THE HOLLOW	FIONA ACCENT CHAIR	FIONA	INTERIOR DEFINE	"ESSEX" PERFORMANCE VELVET	35"W X 22.5"D X 25.5"H	interiordefine.com	2	$1145	$2,290	INTERIOR DEFINE FIONA CHAIR WITH PERFORMANCE VELVET FABRIC COLOR "Essex" AND MATTE BRASS METAL LEGS. INTERIOR DEFINE DENVER. CONTACT LAUREN KASSAB (720) 684-1665
			F207	~~CLUB COFFEE TABLE - ROUND~~	THE HOLLOW	DEVON WHITE WASH OAK TABLE	DEVON	INTERIOR DEFINE	WHITE WASH OAK	48" DIA. X 16.25"H	interiordefine.com	1	$1,245.00	$1,245	48" DIA. TABLE. INTERIOR DEFINE DENVER. CONTACT LAUREN KASSAB (720) 684-1665
			F208	~~STACKABLE ARMLESS CHAIRS~~	ADULT AREA	STACKABLE ARMLESS CHAIRS	LUMIN	SIT ON IT	NAVY SEAT / CHROME FRAME	20.7"W X 22.8"D X 32.4"H	www.sitonit.net	22	$151.00	$3,322	CHAIRS ARE ONLY LISTED IN THIS TABLE, THEY ARE NOT SHOWN GRAPHICALLY ON THE FLOOR PLAN. CONTACT LAURA MOORE AT SLATE 303-471-4884
			F209	~~STACKABLE CHAIRS WITH ARMS~~	ADULT AREA	STACKABLE CHAIRS WITH ARMS	LUMIN	SIT ON IT	NAVY SEAT / CHROME FRAME	24.9"W X 22.8"D X 32.4"H	www.sitonit.net	22	$180.00	$3,960	CHAIRS ARE ONLY LISTED IN THIS TABLE, THEY ARE NOT SHOWN GRAPHICALLY ON THE FLOOR PLAN. CONTACT LAURA MOORE AT SLATE 303-471-4884

NOTE
1. SEE TENANT FINISH SPECIFICATIONS ON SHEET I-101 FOR DETAILED APPLICATION NOTES.
2. SHIPPING COSTS NOT INCLUDED IN TOTAL COST. IF SHIPPING IS FREE, IT HAS BEEN NOTED IN THE NOTES
3. ALL ITEMS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
4. COST PER UNIT AND TOTAL COST AMOUNTS ARE RETAIL PRICES FOR REFERENCE AND COMPARISON ONLY. AMOUNTS DO NOT INCLUDE SHIPPING OR ADDED CONTINGENCY COSTS.
5. RETAIL COST FOR REFERENCE ONLY.

DISCLAIMER
THE ORIGINAL BACKGROUND FLOOR PLAN WAS NOT CREATED BY MARKLEY DESIGNS. THE PLAN AS DESIGNED BY THE ORIGINAL ARCHITECT FOR THE CONSTRUCTION OF THE LOUISVILLE PUBLIC LIBRARY HAS BEEN PROVIDED BY THE CITY OF LOUISVILLE FOR REFERENCE PURPOSE ONLY FOR THE INTERIOR DESIGN OF THE SPACE. WHILE EVERY EFFORT HAS BEEN MADE TO VERIFY THAT EXISTING BUILT MEASUREMENTS MATCH FLOOR PLAN DIMENSIONS, GENERAL CONTRACTOR MUST VERIFY MEASUREMENTS AND QUANTITIES PRIOR TO PURCHASE OR INSTALLATION OF MATERIALS AND ITEMS.

LOUISVILLE PUBLIC LIBRARY
Markley DESIGNS
ARCHITECTURE - PLANNING - CONSULTING
970.673.8248
MARKLEYDESIGNS.COM

MISCELLANEOUS ITEMS SCHEDULE

LOUISVILLE PUBLIC LIBRARY
RENOVATION PROJECT
951 Spruce Street, Louisville, CO 80027

PROJECT NO:	LPL24
DRAWN BY:	AKF 10/25/24
CHECKED BY:	
REVISIONS	

SHEET I-107 OF 7

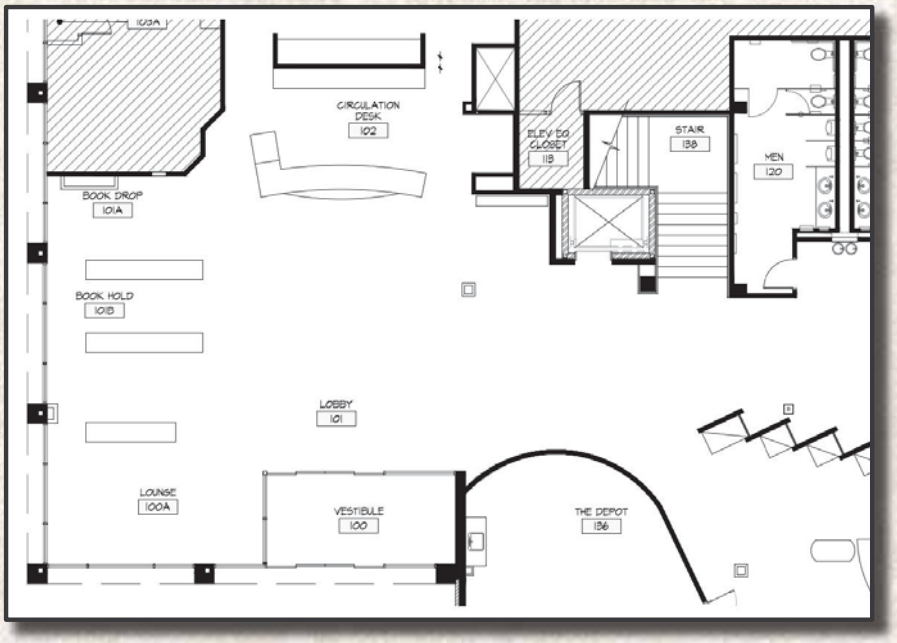


Removed from scope

Main Lobby floor specs

- Main Carpet- Denim Culture "Charcoal"
- Accent Carpet- Learn and Live "Henry"
- Circulation Desk Resilient Floor- Healthy Environments "Flaxen"

Main Circulation





Lobby Lounge

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Lighting Removed from Scope



Stairway

main stair walls

accent wall

Restrooms

accent

main color

Gallery



Meeting Room

upper wall

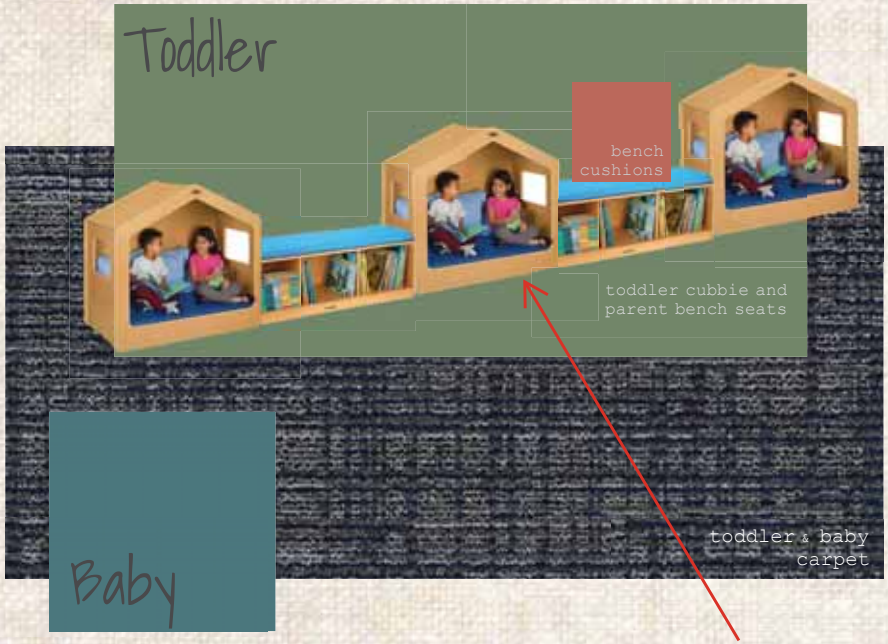
wainscot

accent wall/ kitchen

meeting room carpet

meeting room entry

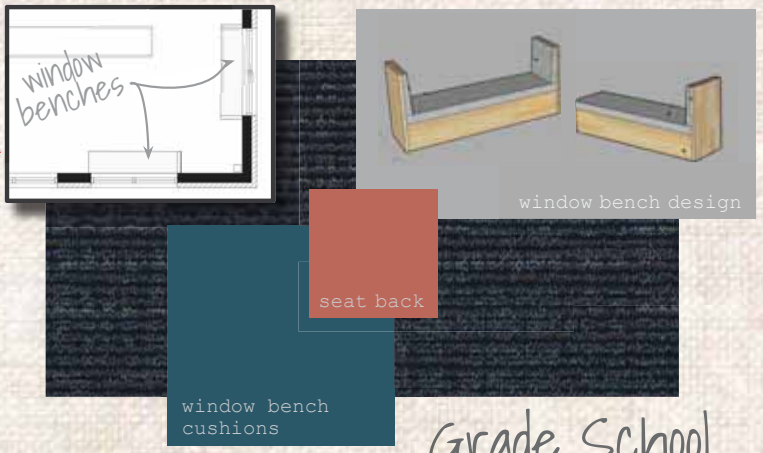
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Furniture Removed from Scope

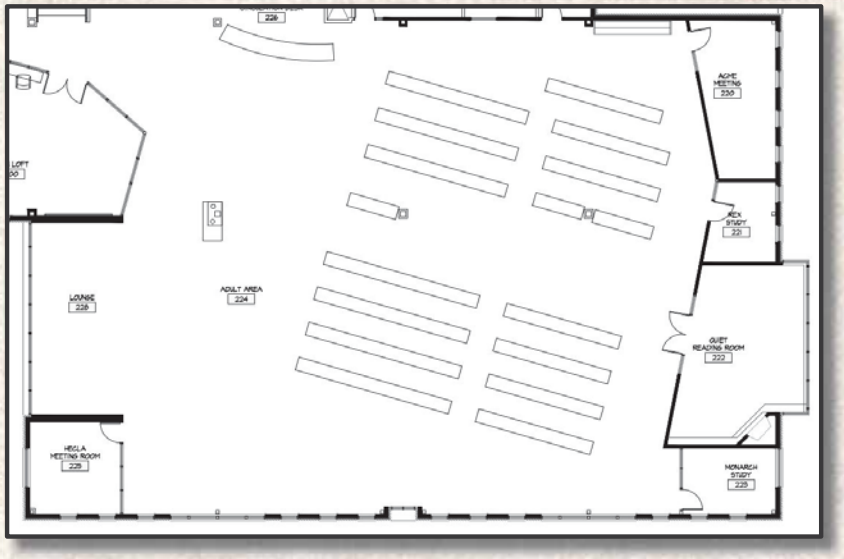




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Adult Main Area





Adult Area floor specs

- Main Adult Area Carpet- Denim Culture “Charcoal”
- Accent Carpet/ Meeting Rooms - Learn and Live “Henry”



Reading Room

Meeting Rooms Color Palette



Meeting Rooms

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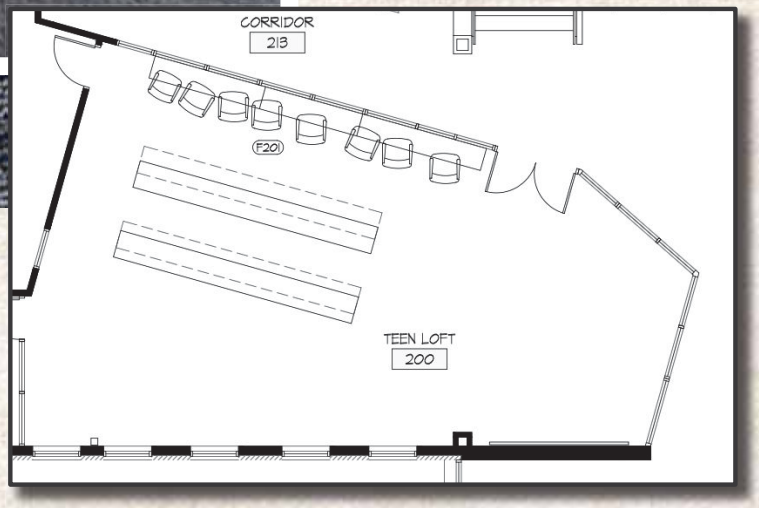




Hedgewall Removed from Scope



Lighting Removed from Scope



Teen Loft



study table and chairs

Furniture Removed from Scope

Markley DESIGNS



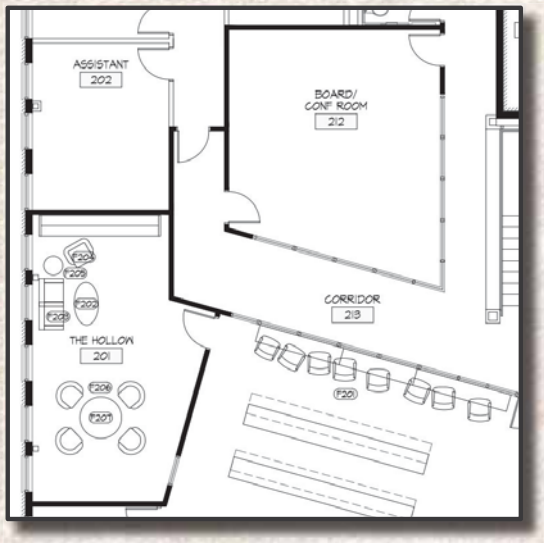
The Hollow

Furniture Removed from Scope



Board / Conference Room





Markley DESIGNS

City of Louisville

2025 Library Interior Finishes

Date: November 19 2024

Full Scope - new carpet and paint, new furniture, fixtures and equipment (FF&E), and an ADA access system at first floor restrooms

Contractor	Bid In Order	Base Lump Sum	Proposed Timeline	Pre-Qualify	Total w/ Alternates
TCC Corporation	YES	$ 374,109.07	Jan 6 to Mar 28	YES	$ 374,109.07
Blue Spruce	YES	$ 422,085.41	Feb 6 to Mar 7	YES	$ 422,085.41
Kennerly Constructin	YES	$ 573,348.00	Feb 17 to Mar 24	YES	$ 573,348.00
GH Phipps	YES	$ 729,400.00	Jan 1 to Apr 9	YES	$ 729,400.00

January 16th, 2025

Alt # 1 BID - Remove FF&E, ADA Access System, Labor to remove wall items, all furniture (Only Paint, Carpet and Labor)

Contractor	Bid In Order	Base Lump Sum	Proposed Timeline	Pre-Qualify	Total
Blue Spruce Construction	YES	$ 317,788.00	3-4 weeks	YES	$ 317,788.00
TCC Corporation	YES	$ 296,357.55	12 weeks	YES	$ 296,357.55