City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, April 1, 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. (5:30pm) RECEPTION TO WELCOME CITY MANAGER DIANA LANGLEY

2. CALL TO ORDER & ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. 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.

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.

6. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills

B. Resolution No. 21, Series 2025 – A Resolution Authorizing Applications for Temporary Modifications of Liquor License Premises to be Administratively Approved

C. Resolution No. 22, Series 2025 – A Resolution Approving a First Amendment to and Assignment of Business Assistance Agreement with Parcel O Productions, LLC and Relish, LLC

6. COUNCIL INFORMATIONAL COMMENTS AND COMMITTEE REPORTS

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

A. UTILITY RATE CHANGES FOR 2025

i. ORDINANCE NO. 1894, SERIES 2025 – AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERM AND AN INITIAL INTEREST RATE OF 4.8 PERCENT – 1ST READING, SET PUBLIC HEARING FOR 04/15/2025

- Introduction
- Action

ii. RESOLUTION NO. 23, SERIES 2025 – A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO

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

B. APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND GLACIER CONSTRUCTION COMPANY, INC. FOR THE HOWARD BERRY WATER TREATMENT DRYING BED MEDIA REPLACEMENT

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

C. AWARD CONTRACT FOR 2025 LEAD AND COPPER WATER SERVICE LINE POTHOLING & VERIFICATION PROJECT TO RECONN UTILITY SERVICES

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

D. DISCUSSION/DIRECTION/ACTION – BLOCK PARTY TRAILER DONATION BUDGET AMENDMENT

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

E. RESOLUTION NO. 24, SERIES 2025 – A RESOLUTION UPDATING HISTORIC STRUCTURE ASSESSMENT GRANT AMOUNTS AND REQUIREMENTS FOR COMPLETION OF HISTORIC STRUCTURE ASSESSMENTS PRIOR TO LANDMARKING

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

9. CITY ATTORNEY'S REPORT

10. IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURN

ITEMS TENTATIVELY SCHEDULED FOR REGULAR MEETING 4/15/2025

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

- Update from Chamber of Commerce
- 600 Pine Street Landmark and HPF Grant
- Contractor's Proof of Liability Insurance – 2nd Reading
- ADU Regulations – 2nd Reading
- Amending Family Definition to Align with State – 2nd Reading
- Water to Wastewater Loan – 2nd Reading
- Arbor Day Proclamation
- Award Phase 2 Trail Wayfinding Signage
- Water Meter Replacement and Metering Project
- SCWTP Admin and Solids Residential Contract
- Construction Manager Contract for Downtown Streetscape
- South Street Underpass Final Design Contract (sole source)
- Traffic Signal Tech Grant IGA with CDOT
- Zscaler VPN Replacement
- Arctic Wolf Cybersecurity Contract
- Microsoft Support Contract Addendum

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 6A

SUBJECT: WARRANT LIST POSTING CHANGE

DATE: APRIL 01, 2025

PRESENTED BY: JULIE GLASER, INTERIM ACCOUNTING SUPERVISOR
RYDER BAILEY, CPA, FINANCE DIRECTOR

SUMMARY:
Effective April 2nd, Staff will be transitioning to weekly warrant runs and will be posting warrant lists to the City's Website in advance of payments for continued transparency. This item was presented at the March 20th Finance Committee meeting and unanimously supported. This method is commonly used by other local municipalities and strikes a balance between operational efficiency and public accountability.

By publishing weekly warrant lists to the City website for Council and Public viewing prior to paying invoices transparency would be maintained while significantly reducing invoice processing time. It would align with municipal best practices in the area and improve operational efficiency. Delivering City Core Services in an efficient manner aligns with Council Priorities.

RECOMMENDATION:
N/A – Informational Item

ATTACHMENT(S):
1. Final Warrant Listing to City Council for approval.

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**

CASH ACCOUNT: 001000 101001 WARRANT: 031325 03/13/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2296	AMANDA PERERA	Mileage Reimbursement - C	60.20
15995	DOUGLAS J POWELL	World Music Series - 3/21	350.00
15523	GOLF GURU LLC	Golf Lessons 2/22/25-3/7/	52.50
99999	CB363 Centennial Parkway, LLC	Refund for Permit Paid to	1,620.00
99999	JENNY LANE	Mileage Reimbursement - L	180.60
99999	MARIA MURATTI	Mileage Reimbursement - L	62.58
15704	RICHARD C. MCCASKILL	9/13/23 - 10/3/23	252.98
15560	USABLUEBOOK	Customer #69261	493.68
	8 INVOICES	WARRANT TOTAL	3,072.54

WARRANT: 031325 03/13/2025

ACCOUNT	ORG DESC	ACCT DESC	
001-0-00-000-000-101000-	Treasury B	Concentrat	1,620.00
		FUND TOTAL	1,620.00
101-5-55-553-122-537080-	General Ev	Other Spec	350.00
101-1-10-111-160-540650-	General Cl	Profession	252.98
101-1-16-161-515-538101-	Cmty Dsgn	Travel, Tr	243.18
		FUND TOTAL	846.16
208-5-53-531-724-538101-	RC YouthAc	Travel, Tr	60.20
		FUND TOTAL	60.20
501-3-32-321-461-522020-	Water WTP	Operating	493.68
		FUND TOTAL	493.68
520-5-53-537-712-547040-	Golf Golf	Prof Serv	52.50
		FUND TOTAL	52.50
	WARRANT SUMMARY TOTAL		3,072.54

** END OF REPORT - Generated by Jordan Gotski **

CASH ACCOUNT: 001000 101001 WARRANT: 032025 03/20/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14002	KANSAS PAYMENT CENTER/ SN20DM0	Payroll Run 1 - Warrant 0	24.62
99999	John Brooks	Employee Reimbursement (H	1,010.20
99999	Ricky Blackney	Employee Reimbursement -	1,135.38
99999	Jessica Schwartz	Employee Reimbursement -	76.59
99999	Jenny Lane	Employee Reimbursement	155.00
99999	Laura Jasiewicz	Travel Advance - 04/14/25	218.00
15994	WILSON WILLIAMS FELLMAN DITTMA	City Council Ethics Train	1,983.00
10884	WORD OF MOUTH CATERING INC	Lunches - 02/27/25 - 3/12	4,370.00
	8 INVOICES	WARRANT TOTAL	8,972.79

WARRANT: 032025 03/20/2025

ACCOUNT	ORG DESC	ACCT DESC	
101-0-00-000-000-204040-	General Ba	Garnishmen	24.62
101-1-10-121-150-542000-	General At	Legal-Gene	1,983.00
101-1-10-111-160-538101-	General Cl	Travel, Tr	218.00
101-2-21-211-321-538101-	General Pa	Travel, Tr	2,145.58
101-1-16-163-530-538101-	General Bl	Travel, Tr	155.00
101-5-55-551-600-538390-	General Li	Library Gr	76.59
		FUND TOTAL	4,602.79
208-5-53-533-731-540900-	RC Snr Mea	Prof Serv-	4,370.00
		FUND TOTAL	4,370.00
	WARRANT SUMMARY TOTAL		8,972.79

** END OF REPORT - Generated by Kylie Coleman **

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15080	ACTIVE MINDS	Seminar Charges and Marke	235.00
14121	ACUSHNET COMPANY	Acct #US00002149	657.13
4160	ALARM DETECTION SYSTEMS, INC.	LRC- Fire alarm monitorin	489.33
14737	ALEX THOELE	Guitar Classes (12 Partic	952.00
335	AMERICAN PUBLIC WORKS ASSOC	Individual Membership - C	245.00
15930	ARGIS SOLUTIONS, INC	ARC GIS Software Upgrade	1,311.00
15520	BACKFLOW SOLUTIONS INC	2025 Annual BSI Online Su	2,995.00
10801	BADGER METER INC	February- Monthly-ORION C	109.20
15255	GREEN LANDSCAPE SOLUTION	Median Landscape - Wall R	1,859.51
15566	BIOBAG AMERICAS, INC	Bulk Dog Waste Bag	822.00
14251	BK TIRE INC	Tires for Police Vehicles	1,282.64
14251	BK TIRE INC	Tire Disposal - All Depts	45.00
14251	BK TIRE INC	Streets #3203 Tire repair	46.00
14251	BK TIRE INC	Streets #3295 Tire Repair	260.50
14730	BLUE 360 MEDIA LLC	Peace Officer's Handbook2	3,447.60
14140	BLUE RIVER FORESTRY & TREE CAR	Stump Removal - trail w o	1,700.00
15910	BOB MURRAY & ASSOCIATES	City Manager Recruitment	1,000.00
640	BOULDER COUNTY	Boulder County Use Tax 02	15,895.15
640	BOULDER COUNTY	BC Co-Responders FEB2025	17,106.84
15204	BOULDER COUNTY PUBLIC WORKS	FEB 2024 - Gate Fee - Cus	1,678.25
15270	BOULDER EMERGENCY SQUAD INC	Contracted Services2024-2	5,000.00
1155	BROOMFIELD RENTALS INC	Fuel - Propane for Asphal	19.00
15547	BSN SPORTS LLC	Customer #12149101	235.70
14403	CALLAWAY GOLF	Acct #18883	6,234.29
14955	CARANCI INC	Bulls Sentinel 3.0 Black	5,197.20
10900	CAROL CREECH	ADA 2025 Spring Classes	182.00
248	CDW GOVERNMENT	Cust #5143572	12,363.40
248	CDW GOVERNMENT	Cust #5143572	1,917.65

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
248	CDW GOVERNMENT	Cust #5143572	2,052.52
248	CDW GOVERNMENT	Cust #5143572	25,987.28
248	CDW GOVERNMENT	Cust #5143572	1,849.38
248	CDW GOVERNMENT	Cust #5143572	1,880.23
248	CDW GOVERNMENT	Veeam cloud backup- Custo	11,712.00
248	CDW GOVERNMENT	6 Docks for PW Customer #	2,167.62
248	CDW GOVERNMENT	UPS Replacement CIP Custo	1,312.41
248	CDW GOVERNMENT	PW 6 dock Cables	229.44
248	CDW GOVERNMENT	UPS Replacement CIP Custo	577.90
15216	CHARLES D JONES CO	Cust #12341	115.17
15216	CHARLES D JONES CO	CS- Training for Daniel R	150.00
15216	CHARLES D JONES CO	Police/ Court HVAC Transf	90.86
15216	CHARLES D JONES CO	WWTP- HVAC Float Customer	14.96
15216	CHARLES D JONES CO	Library Boiler Ignitor	252.00
4785	CINTAS CORPORATION #66	Staff Uniforms/ Supplies	227.25
4785	CINTAS CORPORATION #66	Staff Uniforms/ Supplies	212.78
4785	CINTAS CORPORATION #66	Staff Uniforms - Water Tr	212.78
4785	CINTAS CORPORATION #66	Customer Ref #WATER TREAT	207.36
4785	CINTAS CORPORATION #66	Customer Ref #WATER TREAT	212.78
4785	CINTAS CORPORATION #66	Customer Ref #FIRE DEPT	326.83
4785	CINTAS CORPORATION #66	Customer Ref #FIRE DEPT	274.11
1120	COLORADO ANALYTICAL LABORATORY	WTP- Total Coliform, Cool	191.00
1120	COLORADO ANALYTICAL LABORATORY	WTP-TTHMS,HAA5,Cooler &Co	857.00
1120	COLORADO ANALYTICAL LABORATORY	WTP- Total Coliform	162.00
1120	COLORADO ANALYTICAL LABORATORY	WTP-Fluoride,Cooler&Couri	81.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP- Influent - Weekly	180.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP-REG-85-Monthly	391.51
1120	COLORADO ANALYTICAL LABORATORY	WWTP- Annual Grit & Rags	447.00
1120	COLORADO ANALYTICAL LABORATORY	WWTP- Effluent - Monthly	223.20
1120	COLORADO ANALYTICAL LABORATORY	WWTP- influent - Monthly	329.40
1120	COLORADO ANALYTICAL LABORATORY	WWTP- CTC- Lift Station	418.70
1120	COLORADO ANALYTICAL LABORATORY	WWTP-Upstream-Monthly	848.40
1063	COLORADO SENIOR SOFTBALL ASSOC	CCSA League for 2 teams	670.00
15845	CONCORD TECHNOLOGIES	Acct #1008561	234.63
15611	CONTROLOGY STUDIO LLC	Pilates Classes - March 2	882.00
15304	CORONA ENVIRONMENTAL CONSULTIN	Marshall Fire Recovery Co	695.00
12428	CUMMINS SALES AND SERVICE	CS- Generator Batteries	2,141.32
15190	DANIEL LASHER	AUG 2024 ASL TRANSLATION	661.64
15190	DANIEL LASHER	ASL Interpretation betwee	142.40
15382	DELLACAVA/TEBO DEVELOPMENT CO.	Rent for 1805 Hwy 42 & NN	5,746.96

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
15149	DENALI WATER SOLUTIONS LLC	WWTP Biosolids - Customer	3,145.51
11142	DESIGN CONCEPTS	Project #22219.00	2,015.34
11142	DESIGN CONCEPTS	Project #22219.00	9,807.99
10885	EATON SALES & SERVICE LLC	Fuel-Dispenser Repairs-Ci	626.05
14835	EDGE CONTRACTING INC	SWQMP PILOT PROJECT - Wor	175,301.60
14369	ETG SYSTEMS INC	Milestone 3-Year License	21,713.00
6847	GENERAL AIR SERVICE & SUPPLY	Monthly Rentals- Acct #42	97.83
1175	GEORGE T SANDERS COMPANY	LRC - Plumbing Repairs- M	737.64
14936	GOLDEN AUTOMATION LLC	Field Service- Server mig	1,757.50
14936	GOLDEN AUTOMATION LLC	Server Migration - PLC Fi	1,480.00
11504	GOODLAND CONSTRUCTION INC	Pay App #5 - Retainage	27,894.38
2310	GRAINGER	Industrial Fan Acct#80286	822.81
2415	HARCROS CHEMICALS INC	Water Plant Chemicals Cus	931.00
5152	HOTSY EQUIPMENT COMPANY	City Services - Hotsy Rep	804.60
6656	HOWARD DITCH COMPANY	1 Share plus special asse	395.00
15261	WESTERN PAPER DISTRIBUTORS	Cust ID 244097	3,510.62
15261	WESTERN PAPER DISTRIBUTORS	Cust ID 244097	2,149.30
15261	WESTERN PAPER DISTRIBUTORS	Custodial Supplies - Libr	904.41
15261	WESTERN PAPER DISTRIBUTORS	Custodial Supplies - Rec	3,795.11
15261	WESTERN PAPER DISTRIBUTORS	Custodial Supplies - Rec	732.36
14176	IMS INFRASTRUCTURE MANAGEMENT	2024 Pavement and Ramp As	10,560.00
2615	INGRAM LIBRARY SERVICES INC	Acct #2050766	393.57
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	179.32
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	352.94
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	342.57
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	303.82
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	230.35
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	263.06
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	606.60
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	398.27
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	192.82
2615	INGRAM LIBRARY SERVICES INC	Acct # 2050766	757.60
13280	INSIGHT PUBLIC SECTOR INC	Acct #10669545	2,254.20

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13778	INVISION GIS LLC	2025 InVision GIS Service	3,482.50
13778	INVISION GIS LLC	2025 InVision GIS Service	1,977.50
14832	JOAN DESMET	Loving Hands Material Rei	235.13
14832	JOAN DESMET	Loving Hands Materials Re	153.34
13490	JOHNSON CONTROLS FIRE PROTECTI	Museum Alarm Monitoring -	530.09
14097	L.A.W.S.	Vehicle Repairs	2,320.29
14233	LEADSONLINE LLC	NighthawkUserLicenses-4/2	3,762.54
15340	LESLIE ANN HOFFMANN	Strength Training for Run	1,336.65
13692	LIGHTNING MOBILE SERVICES LLC	Biannual steam clean side	335.00
14592	LIVE OAK BANK	Attn: Solar Leasing CEC S	6,162.74
5432	LOUISVILLE FIRE PROTECTION DIS	Feb 2025 Fire Protection	11,250.00
5432	LOUISVILLE FIRE PROTECTION DIS	BLS Transport - A0428	250.00
5432	LOUISVILLE FIRE PROTECTION DIS	ALSE Emergency Transport	250.00
5432	LOUISVILLE FIRE PROTECTION DIS	BLSE Emergency Transport	250.00
14927	LOUISVILLE MASTER PLUMBING LLC	WWTP- Headworks plumbing	2,800.00
15723	MAGDO MUSIC	Spring 2025 Session 1 - C	714.00
15082	MALLORY SAFETY & SUPPLY LLC	Calibration Station - Cus	1,842.34
13703	MCDONALD FARMS ENTERPRISES INC	Fuel Fixed Surcharge - Cu	2,434.00
15526	MINES AND ASSOCIATES INC.	CISS - Rec Center and Cit	1,800.00
15526	MINES AND ASSOCIATES INC.	CISS - City Services and	2,850.00
14945	MOTUS THEATER	2025 Arts Grant - 1st Pay	1,000.00
15308	NAMASTE SOLAR	Work Order #WO-00034985	2,500.00
15308	NAMASTE SOLAR	Work Order #WO-00034983	2,500.00
6427	NORTHERN COLO WATER CONSERVANC	NCWCD 2024 Carryover Wate	16,347.16
6427	NORTHERN COLO WATER CONSERVANC	2025 Windy Gap Annual Ass	38,773.02
99999	KIANA FREEMAN	REIMBURSE MILEAGE 10/1/24	117.38
99999	SOUTH STREET COMMERCIAL, LLC	DELO Development II - Rem	14,894.80
99999	STEWART TITLE	Refund Final Bill overpay	81.49
99999	Oppscat LLC	Return of Deposit from Hy	298.48
15982	PEAK FIRE AND FLOOD, LLC	HEPA Air Scrubber - PO -	1,183.05

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
16001	PLANINA - SONGS OF EASTERN EUR	2025 Arts Grant - 1st Pay	835.00
11329	POLYDYNE INC	Clarifloc C-6276 &Tariff/	7,331.94
11329	POLYDYNE INC	WWTP Chemicals - Customer	7,141.50
14160	PRECISE MRM LLC	2025- Subscription for Da	420.00
15795	PROGRESSIVE COMMERCIAL AQUATIC	Pool Care - Hypo Pucks- C	4,883.80
15999	RALLO'S CLEANING, INC	Art Ctr/ MSP Gutter Clean	727.00
15999	RALLO'S CLEANING, INC	Museum Gutter Cleaning	667.00
14041	RAMEY ENVIRONMENTAL COMPLIANCE	Lift Station Pump - Maint	467.00
14078	RANGE SERVANT AMERICA INC	Customer ID COAL CREEK	1,280.00
14844	REPUBLIC SERVICES INC #535	Acct #3-0535-0109715	4,077.39
14804	RESPEC COMPANY LLC	Pay App #4 Stormwater Mas	17,026.25
14804	RESPEC COMPANY LLC	Pay App#5 2024 Stormwater	14,631.25
13419	ROADSAFE TRAFFIC SYSTEMS CORP	2025 Sign & Sign Supplies	4,155.40
13419	ROADSAFE TRAFFIC SYSTEMS CORP	2025 Sign & Sign Supplies	82.50
15154	RULE4 INC	Cybersecurity Monthly Ret	767.76
15154	RULE4 INC	Cybersecurity Monthly Ret	767.76
15497	SENERGY PETROLEUM LLC	City Wide Fuel Purchase -	17,284.87
14612	SOME LIKE IT GREEN, LLC	Plant services- rec and s	90.00
13059	SPRAGUE PEST SOLUTIONS	Pest Control- Water Treat	99.83
13059	SPRAGUE PEST SOLUTIONS	Pest Control- Water Treat	90.75
13059	SPRAGUE PEST SOLUTIONS	Pest control- Rec/ Senior	115.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- Police/cour	82.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- City Hall	90.75
13059	SPRAGUE PEST SOLUTIONS	Pest control- Museum	82.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- Art Center	82.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- City Servic	159.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- Waste Water	90.75
13059	SPRAGUE PEST SOLUTIONS	Pest control- Library	82.50
13059	SPRAGUE PEST SOLUTIONS	Pest control- Golf course	92.00
11026	STANLEY ACCESS TECHNOLOGIES LL	LRC-Front Door Repairs Ac	937.97
11026	STANLEY ACCESS TECHNOLOGIES LL	LRC - Front door service&	292.00
11026	STANLEY ACCESS TECHNOLOGIES LL	LRC Front door Service&Re	255.50
15956	SUPL SUPPLIES LLC	Vending Services 1/18/25-	309.45
15956	SUPL SUPPLIES LLC	Vending Services 12/18/24	178.81
15956	SUPL SUPPLIES LLC	Vending Services 11/18/24	21.17

CASH ACCOUNT: 001000 101001 WARRANT: 040125 04/01/2025

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14707	THATCHER COMPANY INC	Water Plant Chemicals - C	8,635.02
7917	THE AQUEOUS SOLUTION INC	Taylor Reagents	305.52
7917	THE AQUEOUS SOLUTION INC	O-Rings	6.85
7917	THE AQUEOUS SOLUTION INC	Acid Magic - Stenner Part	1,180.47
13603	TOSHIBA BUSINESS SOLUTIONS INC	Cust #T0B5E4W	195.78
12787	TRANE US INC	WWTP- SPPS Bldg HVAC Cust	283.46
15658	TRESTLE STRATEGY GROUP LLC	Downtown revitalization p	675.00
4765	UNCC	Month of FEB charges for	1,546.10
14532	UNITED REFRIGERATION INC	WWTP- HVAC Dial Customer#	51.52
15560	USABLUEBOOK	Parts - Customer # 69261	2,041.47
14690	VELOCITY CONSTRUCTORS INC	2024 Sid Copeland WTP Fil	12,635.00
11340	VERIZON WIRELESS	Preservation of Warrant S	75.00
14373	WEIFIELD GROUP CONTRACTING INC	Misc electrical repairs	1,649.54
14373	WEIFIELD GROUP CONTRACTING INC	PC - EV Design	650.00
16003	WESTON MOSBURG	2025 Arts Grant - 1st Pay	750.00
15816	WHENTOWORK, LLC.	When to Work annual Fee	2,430.00
13790	ZAYO GROUP LLC	Acct #18253	3,935.00
	183 INVOICES	WARRANT TOTAL	669,290.41

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 6B

SUBJECT: **APPROVAL OF RESOLUTION NO. 21, SERIES 2025 – A RESOLUTION AUTHORIZING APPLICATIONS FOR TEMPORARY MODIFICATIONS OF LIQUOR LICENSED PREMISES TO BE ADMINISTRATIVELY APPROVED**

DATE: **APRIL 1, 2025**

PRESENTED BY: **GENNY KLINE, INTERIM CITY CLERK**

SUMMARY:
A restaurant cannot extend its liquor service area outside of its defined premises without approval from both the Louisville Local Licensing Authority and the State Liquor Enforcement Division. This is done through a Temporary Modification of Premise (TMOP) Application and, if applicable, a Revocable License Agreement between the licensee and the City.

Under normal circumstances for either a street closure, the installation of seasonal Main Street patios or other temporary modifications, the TMOP application is submitted to the City Clerk's Office 1-2 months prior to the implementation of the change and scheduled for the next Local Licensing Authority (LLA) meeting. Once the application has been approved by the LLA, it is sent to the State for approval.

The proposed resolution would change this process to allow the Secretary to the LLA (currently the Interim City Clerk) to approve TMOP applications administratively without a vote from the LLA. Should the Secretary deny an application, the applicant may request a hearing in front of the LLA. This would significantly shorten the time it takes to get local approval for these applications.

For example, applications and payment for the Main Street patios are due to Economic Vitality in mid-April with patio deployment starting the week of April 21. The Local Licensing Authority is scheduled to meet April 28. This would delay restaurants from being able to serve liquor on the patio until at least the first part of May.

Council has enacted this same procedure previously in 2020, 2021 and 2024, but the change has always been temporary. This resolution would make the change permanent so the Secretary to the LLA would not have to submit a resolution to Council every year for consideration.

It should be noted that all permanent modification of premise applications will continue to require a vote by the LLA.

RECOMMENDATION:
Approval of Resolution No. 21, Series 2025.

ATTACHMENT(S):

1. Resolution No. 21, Series 2025

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. 21
SERIES 2025

A RESOLUTION AUTHORIZING APPLICATIONS FOR TEMPORARY MODIFICATIONS OF LIQUOR LICENSED PREMISES TO BE ADMINISTRATIVELY APPROVED

WHEREAS, the Louisville Local Licensing Authority (the "Authority') typically acts on applications submitted by liquor licensed establishments for temporary modifications of premises; and

WHEREAS, the Authority meets only once a month and waiting for the Authority to act on these applications at a regularly scheduled meeting may cause a delay, especially during the City's summer patio season; and

WHEREAS, in order to efficiently and expeditiously process applications for temporary modifications of premises, the City Council desires to authorize the Secretary of the Authority to administratively approve said applications, as set forth herein.

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

<u>Section 1.</u> The Secretary of the Authority, or the Secretary's designee, is hereby authorized to administratively approve applications for temporary modifications of liquor licensed premises, including communal outdoor dining area modification of premises applications. If an application is denied by the Secretary, the licensee may request a hearing before the Authority pursuant to 1 CCR 203-2, Regulation 47-302. Applications for permanent modifications of liquor licensed premises shall continue to be referred to and acted on by the Authority.

<u>Section 2.</u> If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions hereof.

<u>Section 3.</u> This resolution shall become effective upon adoption and continue in effect unless rescinded or extended by the Louisville City Council.

PASSED AND ADOPTED this 1st day of April 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

SUBJECT: RESOLUTION NO. 22, SERIES 2025 – A RESOLUTION APPROVING A FIRST AMENDMENT TO AND ASSIGNMENT OF BUSINESS ASSISTANCE AGREEMENT WITH PARCEL O PRODUCTIONS, LLC AND RELISH, LLC

DATE: APRIL 1, 2025

PRESENTED BY: AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST

SUMMARY:
Staff requests City Council action on a proposed first amendment to and assignment of the Business Assistance Package (BAP) Agreement for Parcel O Productions LLC, doing business as Relish.

DISCUSSION:
City Council approved Resolution No. 42, Series 2023 approving a Business Assistance Agreement for Parcel O Productions LLC in July 2023 (Attachment #1) for the construction of a new 79,000 square foot pickle ball and food hall establishment at 550 S McCaslin Blvd. As part of the project, there will be eight new food vendors operating stands in the food hall. As a new business to Louisville, each of the individual food vendors is eligible for participation within the Business Assistance Program (BAP).

Staff has learned that Parcel O Productions will also be operating one of the food stands (Aces) in the food hall space, resulting in an anticipated increase in sales tax paid by the company. The proposed amendment to their existing BAP Agreement would increase the rebate cap to allow Parcel O Productions to receive a rebate on 50% of the new taxes paid.

Additionally, the owners of Relish informed staff that the operation of the sales tax generating portions of the business will be transferring from Parcel O Productions to Relish, LLC. The proposed assignment of the BAP Agreement from Parcel O Productions to Relish, LLC would allow Relish, LLC to receive the sales tax rebates approved in the original agreement. Parcel O Productions will not be remitting sales tax to the City.

Aces is an ice cream and snack stand that will be operating within Relish’s food hall. The stand will serve ice cream (including milkshakes and root beer floats), smoothies and acai bowls with fresh fruit and granola on top. Aces will be open daily from 6 a.m. – 8 p.m. The company indicated that Aces will also strive to be an active part of the community. Current plans for community involvement include a summer ice cream club, children’s art contests to design bowls, and fundraising for local schools and nonprofits.

In addition to the 18 employees at Relish, the company anticipates that Aces will require 15 new part-time employees. Between two and five employees will be working the stand at a time, depending on the time of day and demand. The company estimates that the food stand will pay $52,661.25 in Retail Sales Tax over the first five years of operation.

In its initial application, Parcel O Productions estimated that it would pay $796,973.06 in Retail Sales Tax over the first five years of operation of the pickle ball facility. Adding the food stand's taxes to that amount results in a total of $849,634.32 in retail sales tax paid over the first five years of operation. A 50% rebate of that total retail sales tax amount would result in a total estimated rebate of $337,603.04. The original BAP Agreement with Parcel O Productions capped the total sales tax rebate at $320,000. The proposed amendment to the Agreement would increase the cap to $342,000, allowing the company to receive the 50% rebate of retail sales tax for operation of the food stand. Per the program Criteria, the sales tax rebate excludes the City's Open Space, Historic Preservation, and Recreation Center Taxes.

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$675,206.08	50%	$ 337,603.04
	Open Space- .5%	$112,534.35	N/A	$ -
	Historic Preservation- .125%	$ 28,133.59	N/A	$ -
	Recreation Center- .150%	$ 33,760.30	N/A	$ -
	Subtotal	**$849,634.32**		**$ 337,603.04**

Based on these estimates, the City will receive $849,634.32 in sales tax revenue (net $512,031.28 after proposed rebates). The Agreement is void if Relish does not complete the project by December 31, 2025. If the business does not remain in Louisville for a period of ten (10) years, the Agreement provides for a percentage of rebates received to be repaid to the City.

FISCAL IMPACT:
Based on estimates, the City will receive $849,634.32 in revenue from sales tax over a five-year period. Per the proposed amendment, the City would net $512,031.28 and Relish would be rebated $337,603.04.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended amendment to and assignment of the Business Assistance Agreement supports the Economic Prosperity Program Goal to promote a thriving business climate that provides job opportunities, facilitates investment, and produces reliable revenue to support City services.

RECOMMENDATION:
Staff recommends City Council adopt the attached Resolution approving a first amendment to and assignment of Business Assistance Agreement with Parcel O Productions LLC, doing business as Relish.

ATTACHMENTS:
1. Resolution No. 22, Series 2025
2. First Amendment to and Assignment of Business Assistance Agreement for Parcel O Productions, LLC and Relish, LLC
3. BAP Rebate Estimates
4. Resolution No. 42, Series 2023

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. 22
SERIES 2025

A RESOLUTION APPROVING A FIRST AMENDMENT TO AND ASSIGNMENT OF BUSINESS ASSISTANCE AGREEMENT WITH PARCEL O PRODUCTIONS, LLC AND RELISH, LLC

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, by Resolution No. 42, Series 2023, the City Council approved a Business Assistance Agreement with Parcel O Productions to provide business assistance for a new pickle ball and food hall space in 79,000 square feet of existing commercial space at 550 S McCaslin; and

WHEREAS, Parcel O Productions has determined it will operate one of the food stands in the food hall space, resulting in an anticipated increase in sales tax revenues for the project; and

WHEREAS, Parcel O Productions has further determined it will transfer operation of the business to a new limited liability company, Relish LLC; and

WHEREAS, a First Amendment to and Assignment of the Business Assistance Agreement has been prepared to effectuate these changes; and

WHEREAS, the City Council finds that the proposed First Amendment and Assignment is consistent with and in furtherance of the business assistance policies of the City, and it desires to approve the First Amendment and Assignment and authorize its execution and implementation.

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

1. The proposed First Amendment to and Assignment of Business Assistance Agreement between the City of Louisville, Parcel O Productions LLC, and Relish LLC (the “Amendment and Assignment”) is hereby approved in essentially the same form as the copy of such Amendment and Assignment accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Amendment and Assignment on behalf of the City, and the Mayor is further granted the authority to negotiate and approve such revisions to said Amendment and Assignment 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 and Assignment are not altered.

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Amendment and Assignment, including but not limited to funding and implementation of the Amendment and Assignment in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 1st day of April 2025.

____
Christopher M Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

FIRST AMENDMENT TO AND ASSIGNMENT OF BUSINESS ASSISTANCE AGREEMENT FOR PARCEL O PRODUCTIONS LLC AND RELISH LLC IN THE CITY OF LOUISVILLE

THIS FIRST AMENDMENT TO AND ASSIGNMENT OF BUSINESS ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of the _______ day of ______________________, 2025, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "**City**"), PARCEL O PRODUCTIONS LLC ("**Parcel O**"), and RELISH LLC ("**Relish**").

WHEREAS, by Resolution No. 42, Series 2023, the City Council approved a Business Assistance Agreement for Parcel O (the "Agreement") to provide certain business assistance in connection with Parcel O's desire to open a new pickle ball and food hall space in 79,000 square feet of existing commercial space at 550 S McCaslin (the "Project"); and

WHEREAS, the Project will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, Parcel O has determined that it will now be operating one of the food stands in the food hall space, resulting in an anticipated increase in sales tax revenues collected by the City and attributable solely to new retail sales generated by operation of the Project; and

WHEREAS, the City Council finds that amending the Agreement to increase the maximum amount of sales tax rebates that the Project can receive will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; and

WHEREAS, Parcel O plans to transfer operation of the business to Relish and requests the Agreement be assigned to Relish; and

WHEREAS, paragraph 16 of the Agreement requires City consent for any assignment.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

Section 1. Section 5 of the Agreement is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added are double underlined).

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred twenty-nine thousand two hundred and fifty dollars ($129,250). The maximum amount of the rebates payable pursuant to Section 4 above

shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed ~~three hundred twenty thousand dollars ($320,000)~~ three hundred forty-two thousand dollars ($342,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received ~~$320,000~~ $342,000 in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1, 2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7, and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

Section 2. The City hereby consents to the assignment of the Agreement to Relish LLC, and Relish LLC hereby accepts such assignment and agrees to be bound by to perform all terms and conditions of the Agreement. Nothing herein shall relieve Parcel O Productions LLC of any obligations or liabilities accruing under the Agreement prior to the effective date hereof.

Section 3. Any and all rebate payments made by the City under the Agreement, whether made or accruing for periods before or after execution of this instrument, shall be made payable solely to Relish LLC. The City shall have no obligation to make payment to any other party.

Section 4. The addresses for notice set forth in Paragraph 9 of the Agreement are revised as follows:

If to the Company:
Relish LLC
Attn: Jeff Youngstrom
254 Hoover Court
Louisville, CO 80027
303-521-8640
Youngstom.jeff@gmail.com

If to the City:
City of Louisville
Attn: Economic Vitality

749 Main Street
Louisville, CO 80027
303-335-4529
ABrown@LouisvilleCO.gov

Section 5. Except as amended by this First Amendment and Assignment, the Agreement shall remain in full force and effect in accordance with its terms.

This First Amendment and Assignment is effective as of the date first above written.

PARCEL O PRODUCTIONS LLC a Colorado limited liability company	**CITY OF LOUISVILLE**
By: ________________________ Jeff Youngstrom Owner	________________________ Christopher M Leh Mayor
RELISH LLC a Colorado limited liability company	ATTEST:
By: ________________________ Jeff Youngstrom, Owner	________________________ Genny Kline, Interim City Clerk

BAP Estimate - Aces Food Stand
550 S McCaslin Blvd

New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount
	City Use- 3%	$ 41,850.00	50%	$ 20,925.00
	Open Space- .5%	$ 6,975.00	N/A	$ -
	Historic Preservation- .125%	$ 1,743.75	N/A	$ -
	Recreation Center- .150%	$ 2,092.50	N/A	$ -
	Subtotal	**$ 52,661.25**		**$ 20,925.00**

Gross Retail Sales Projections	
Year 1	$ 259,000.00
Year 2	$ 269,000.00
Year 3	$ 279,000.00
Year 4	$ 289,000.00
Year 5	$ 299,000.00
	$ 1,395,000.00

BAP Estimate- Relish with Aces
550 S McCaslin Blvd
85,000 SF

	Eligible project costs	$ 8,000,000.00			
Building Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee	$ 34,000.00	50%	$ 17,000.00	*$6000 for the first $1M, plus $4 for each addtl $1K or fraction thereof*
	Plan Review Fees	$ 22,100.00	50%	$ 11,050.00	*65% of building fee*
	Subtotal	**$ 56,100.00**		**$ 28,050.00**	
	Eligible project costs	$ 8,000,000.00			50% Valuation $ 4,000,000.00
Construction Use Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	City Use- 3%	$ 120,000.00	50%	$ 60,000.00	
	Open Space- .375%	$ 15,000.00	N/A	$ -	*Rebates exclude all revenues from Open Space, Historic Preservation, & Rec Center taxes*
	Historic Preservation- .125%	$ 5,000.00	N/A	$ -	
	Recreation Center- .150%	$ 6,000.00	N/A	$ -	
	Subtotal	**$ 146,000.00**		**$ 60,000.00**	
	Eligible project costs	$ 100,000.00			50% Valuation $ 50,000.00
Sign Permit Fee- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	Building Permit Fee (Minor)	$ 1,100.00	50%	$ 550.00	*$700 for the first $50,000 plus $8 for each additional $1,000 or fraction thereof*
	Plan Review (In-House, Minor)	$ 715.00	50%	$ 357.50	*65% of building fee*
	City Use- 3%	$ 1,500.00	50%	$ 750.00	
	Open Space- .375%	$ 187.50	N/A	$ -	
	Historic Preservation- .125%	$ 62.50	N/A	$ -	
	Recreation Center- .150%	$ 75.00	N/A	$ -	
	Subtotal	**$ 3,640.00**		**$ 1,657.50**	
New Retail Sales Tax- 50%	Detail of Taxes	Amount Paid	Rebate %	Rebate Amount	
	City Use- 3%	$ 675,206.08	50%	$ 337,603.04	
	Open Space- .375%	$ 84,400.76	N/A	$ -	
	Historic Preservation- .125%	$ 28,133.59	N/A	$ -	
	Recreation Center- .150%	$ 33,760.30	N/A	$ -	
	Subtotal	**$ 821,500.73**		**$ 337,603.04**	

Gross Retail Sales Projections		
Year 1	$	3,717,071.00
Year 2	$	4,072,878.10
Year 3	$	4,463,265.91
Year 4	$	4,891,692.50
Year 5	$	5,361,961.75
	$	**22,506,869.26**

Permit & Use	$ 88,050.00	Cap	$89,000
Sign Permit	$ 1,657.50		$1,750
Sales Tax	$ 337,603.04		$342,000
Total Rebate	$ 427,310.54		$432,750

City Revenue	$ 1,027,240.73
Less Rebate	$ 599,930.19

RESOLUTION NO.42
SERIES 2023

A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH PARCEL O PRODUCTIONS LLC FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

WHEREAS, the successful attraction of quality development to the City of Louisville provides employment opportunities and increased revenue for citizen services and is therefore an important public purpose; and

WHEREAS, it is important for the City of Louisville to create and retain quality jobs and remain competitive with other local governments in creating assistance for occupancy of commercial space in the City; and

WHEREAS, Parcel O Productions LLC is seeking to occupy 79,000 square feet of existing commercial space at 550 S McCaslin Boulevard, which will result in new jobs and tax revenue to the City; and

WHEREAS, the Business Assistance Agreement between the City and Parcel O Productions LLC is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, pursuant to the Constitution of the State of Colorado, and the Home Rule Charter and ordinances of the City of Louisville, the City has authority to enter into the proposed Business Assistance Agreement; and

WHEREAS, the City Council finds that the proposed Business Assistance Agreement is consistent with and in furtherance of the business assistance policies of the City, and desires to approve the Agreement and authorize its execution and implementation.

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

1. The proposed Business Assistance Agreement between the City of Louisville and Parcel O Productions LLC (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

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

3. City staff is hereby authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Agreement, including but not limited to funding and implementation of the Agreement in accordance with and upon performance of the terms thereof.

PASSED AND ADOPTED this 11th day of July, 2023.

Dennis Maloney, Mayor

ATTEST:

CITY OF LOUISVILLE SEAL COLORADO

Meredyth Muth, City Clerk

EXHIBIT A

Copy of Business Assistance Agreement

BUSINESS ASSISTANCE AGREEMENT FOR PARCEL O PRODUCTIONS LLC IN THE CITY OF LOUISVILLE

THIS AGREEMENT ("Agreement") is made and entered into as of the 11th day of July, 2023, between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City"), and PARCEL O PRODUCTIONS LLC (the "Company"), doing business as Relish, a Colorado limited liability company.

WHEREAS, the City wishes to provide certain business assistance in connection with the Company's desire to open a new business in Louisville (the "Project"); and

WHEREAS, the Company seeks to occupy 79,000 square feet of existing commercial space at 550 S McCaslin Boulevard; and

WHEREAS, the Company will bring new basic jobs to the City, as well as generate new fee and tax revenues; and

WHEREAS, the City Council finds the execution of this Agreement will serve to provide a benefit and advance the public interest and welfare of the City and its citizens by securing this economic development project within the City; And

WHEREAS, pursuant to Chapter 3.24 of the Louisville Municipal Code, sales tax rebates must be limited to the amount of sales tax collected by the City over and above a base amount negotiated by, and agreed upon by, the applicant and the City, and which base amount shall never be lower than the amount of sales taxes collected by the City at the property in question in the previous 12 months; and

WHEREAS, no sales tax has been generated at the Project location in the previous 12 months, and thus the City and the Company desire, for purpose of this Agreement, to set the sales tax base at zero dollars ($0), and that the sales tax rebate under this Agreement shall be limited to fifty percent (50%) of sales tax actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project location for the period described, and subject to the exceptions, restrictions, and limitations set forth, in this Agreement; and

WHEREAS, for the reasons set forth above, the City desires to provide certain other rebates to Company as further described, and subject to the exceptions, restrictions, and limitations as set forth, in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the City and Company agree as follows:

1. Building Permit Fee Rebates. The City shall rebate to the Company 50% of the building related permit fees for the Project, required under section 15.04.050 of the Louisville Municipal Code (the "City Code") and section 108.2 of the International Building Code as adopted by the City, for the period from execution of this Agreement and ending May 31, 2025.

2. Use Tax Rebate-Construction. The City shall rebate to the Company 50% of the Construction Use Tax on the construction materials for the Project, required under section 3.20.300 of the City Code, excluding all revenues from the Open Space Tax, Historic Preservation Tax, and Recreation Center Tax for the Project, for the period from execution of this Agreement and ending May 31, 2025.

3. Sign Permit Fee Rebates. The City shall rebate to the Company 50% of the sign related permit fees for the Project, required under the City of Louisville Sign Code, adopted by Ordinance 1779, Series 2019, and codified as Appendix B to Chapter 17 of the City Code, and as may be amended from time to time, for the period from execution of this agreement and ending May 31, 2025. For purposes of this Section, "sign related permit fees" include sign permit fees, in-house sign plan review, and the use tax assessed on the valuation of signs installed as part of the Project.

4. Enhanced Sales Tax Rebates. The City shall rebate to the Company 50% of the Sales Tax revenues derived from the imposition of the City's 3.0% General Sales Tax (excluding all revenues derived from the City's .375% Open Space Tax, the .125% Historic Preservation Tax, the .15% Recreation Center Tax, and any new sales taxes) that is actually collected by the City and attributable solely to new retail sales generated by operation of the Project and occurring at the Project Location, for a five-year period commencing on the first day of the month following the day the Company begins retail sales to the public from the Project Location ("the Commencement Date"). The five-year rebate period shall commence upon and run continuously from the Commencement Date.

5. Payment of Rebates; Cap; Inspection. The maximum amount of the rebates payable pursuant to Sections 1, 2 and 3 above shall in no event exceed the lesser of (i) the calculation of 50% of the fees or taxes described in Sections 1, 2 and 3 paid to the City, or (ii) one hundred twenty-nine thousand two hundred and fifty dollars ($129,250). The maximum amount of the rebates payable pursuant to Section 4 above shall in no event exceed the calculation of 50% of the taxes described in Section 4 above; provided, further that the total maximum amount of rebates payable pursuant to Section 4 shall in no event exceed three hundred twenty thousand dollars ($320,000). Sales Tax rebates pursuant to Section 4 shall terminate when (a) the Company has received from the City the last rebate payment under this Agreement for the five-year rebate period, or (b) the Company has received $320,000 in rebate payments, whichever occurs first. The building permit fee, sign permit fee and construction use tax rebates in Sections 1,

2 and 3 pertaining to each phase of the Project shall be paid by the City to Company within 120 days following issuance of the certificate of occupancy or final inspection for the applicable portion of the Project work, as reasonably determined by the City, subject to Sections 6, 7 and 8 below. The Sales Tax rebate provided for in Section 4 above shall be paid by the City to Company in annual installments, on or before March 31 of the following year, subject to Sections 6, 7, and 8 below. All rebate payments will be remitted by the City to the Company at the address set forth in Section 9. At the end of each month, on or before the 20th of the following month, the Company shall submit the appropriate Sales/Use Tax return form and remit to the City its total monthly Sales/Use Tax payment due for the previous month.

6. No Interest; Inspection and Disclosure of Records. No interest shall be paid on any amounts subject to rebate under this Agreement. Each party and its agents shall have the right to inspect and audit the applicable records of the other party, on reasonable notice during normal business hours, to verify the amount of any payment under this Agreement, and each party shall cooperate and take such actions as may be necessary to allow such inspections and audits. The Company acknowledges that implementation of this Agreement requires calculations based on the amount of taxes collected and paid by the Company with respect to the term of this Agreement and issuance of rebate payment checks in amounts determined pursuant to this Agreement, and that the amounts of the rebate payment checks will be public information. The Company, for itself, its successors, assigns, and affiliated entities, hereby releases and agrees to hold harmless the City and its officers and employees from any and all liability, claims, demands, and expenses in any manner connected with any dissemination of information necessary for or generated in connection with the implementation of rebate provisions of this Agreement.

7. Use of Funds; Future Fees. Funds rebated to the Company pursuant to this Agreement shall be used by the Company solely for obligations and/or improvements permitted under Louisville Municipal Code section 3.24.060 (as enacted by Ordinance No. 1507, Series 2007), which includes, but is not limited to, creation of new tax revenue and new jobs in the City. The Building Permit Fee, Sign Permit Fee and Construction Use Tax rebates provided for under this Agreement are solely for construction activities and purchases for this Project during the periods stated in Sections 1-3, above. Any previous or subsequent purchases and construction activities shall be subject to payment without rebate of all applicable building permit fees, sign permit fees and construction use taxes.

8. Effect of Change in Tax Rate. Any increase or decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rate above or below the applicable tax rate on the date of execution of this Agreement shall not affect the rebate payments to be made pursuant to this Agreement; rather, the amount of the rebate payments will continue to be based upon the

General Sales, Construction Use, or Consumer Use Tax rates applicable on the date of execution of this Agreement (excluding the City's 0.375% Open Space Tax, 0.125% Historic Preservation Tax, and 0.150% Recreation Center Tax). Any decrease in the City General Sales, Construction Use, or Use Tax- Tangible Goods rates shall cause the amount of the rebate payments made pursuant to this Agreement to be based on the applicable percentage of revenues actually received by the City from application of the tax rate affected (excluding said Open Space, Historic Preservation, Recreation Center, or future special Sales or Use taxes).

9. Entire Agreement; Notices. This instrument shall constitute the entire agreement between the City and the Company and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. Contact information is as follows:

If to Company:
Parcel O Productions LLC
Attn: Jeff Youngstrom
254 Hoover Court
Louisville, CO 80027
303-521-8640
Youngstom.jeff@gmail.com

If to City:
Louisville City Hall
Attn: Economic Vitality
749 Main Street
Louisville, CO 80027
720.534.1209
akroner@louisvilleco.gov

10. Termination. This Agreement shall terminate and become void and of no force or effect upon the City if, by May 31, 2025, the Company has not completed the Project as described in the Company's application for business assistance (as evidenced by a successful final inspection for the Project); or should the Project fail to comply with any City code.

11. Business Termination. In the event the Company, and/or its successors and assigns, ceases business operations in the City within ten (10) years after the Certificate of Occupancy has been received for the Project, then in such event the Company shall pay to the City a portion of the total amount of Building Permit Fees, Sign Permit Fees, Construction Use Taxes, and Sales Taxes which were due and payable by the Company to the City but were rebated by the City. For each full year that the Company, and/or its successors and assigns, cease operations at the Project Location, the City shall receive back 10% of the foregoing amounts.

12. Subordination. Notwithstanding anything in this Agreement to the contrary, the City's obligations pursuant to this Agreement are subordinate to the City's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues necessary to meet such existing or future bond indebtedness. The City shall meet its obligations under this Agreement only after the City has satisfied all other obligations with respect to the use of sales tax revenues for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the City, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the City.

13. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision, and the City's obligations hereunder are expressly conditional upon annual appropriation by the City Council, in its sole discretion. Company understands and agrees that any decision of City Council to not appropriate funds for payment shall be without penalty or liability to the City and, further, shall not affect, impair, or invalidate any of the remaining terms or provisions of this Agreement.

14. Governing Law: Venue; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with, the Louisville City Charter and the Louisville Municipal Code. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado and in no other court or jurisdiction. In the event of a dispute concerning any provision of this Agreement, the parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute; except that, either party may seek injunctive or other equitable relief in the District Court of Boulder County without first submitting the dispute to mediation. The costs of any mediation shall be split equally between the parties. The costs of any arbitration shall be split equally between the parties. The prevailing party in any proceeding in District Court (or appeals thereof) shall be entitled to reimbursement of its attorney fees related to such proceeding.

15. Legal Challenge; Escrow. The City shall have no obligation to make any rebate payment hereunder during the pendency of any legal challenge to

this Agreement. The parties covenant that neither will initiate any legal challenge to the validity or enforceability of this Agreement, and the parties will cooperate in defending the validity or enforceability of this Agreement against any challenge by any third party. Any funds appropriated for payment under this Agreement shall be escrowed in a separate City account in the event there is a legal challenge to this Agreement.

16. Personal Agreement; Assignment. This Agreement is personal to the Company and does not attach to or run with the Property. Neither party shall record this Agreement in the property records of the Boulder County Clerk and Recorder. The Company may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council of the City. Any purported assignment, transfer, pledge, or encumbrance made without such prior written authorization shall be void.

17. No Joint Venture. Nothing in this Agreement is intended or shall be construed to create a joint venture between the City and the Company and the City shall never be liable or responsible for any debt or obligation of Company.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Company, 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 Company receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

This Agreement is enacted this 11th day of July, 2023.

PARCEL O PRODUCTIONS LLC
a Colorado limited liability company

By: ____________________
Jeff Youngstrom
Owner

CITY OF LOUISVILLE

____
Dennis Maloney
Mayor

ATTEST:

____
Meredyth Muth, City Clerk

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

City of Louisville
COLORADO • SINCE 1878

SUBJECT: **2025 UTILITY RATE INCREASE**

i. ORDINANCE NO. 1894, SERIES 2025 – AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERMA ND AN INITIAL INTEREST RATE OF 4.8 PERCENT – 1ST READING, SET PUBLIC HEARING FOR 04/15/2025

ii. RESOLUTION NO. 23, SERIES 2025 – A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO

DATE: **APRIL 1, 2025**

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

SUMMARY:
Staff recommends increasing utility rates for the 2025 calendar year in the amount of 6% for water, 16% for wastewater and 14% for stormwater.

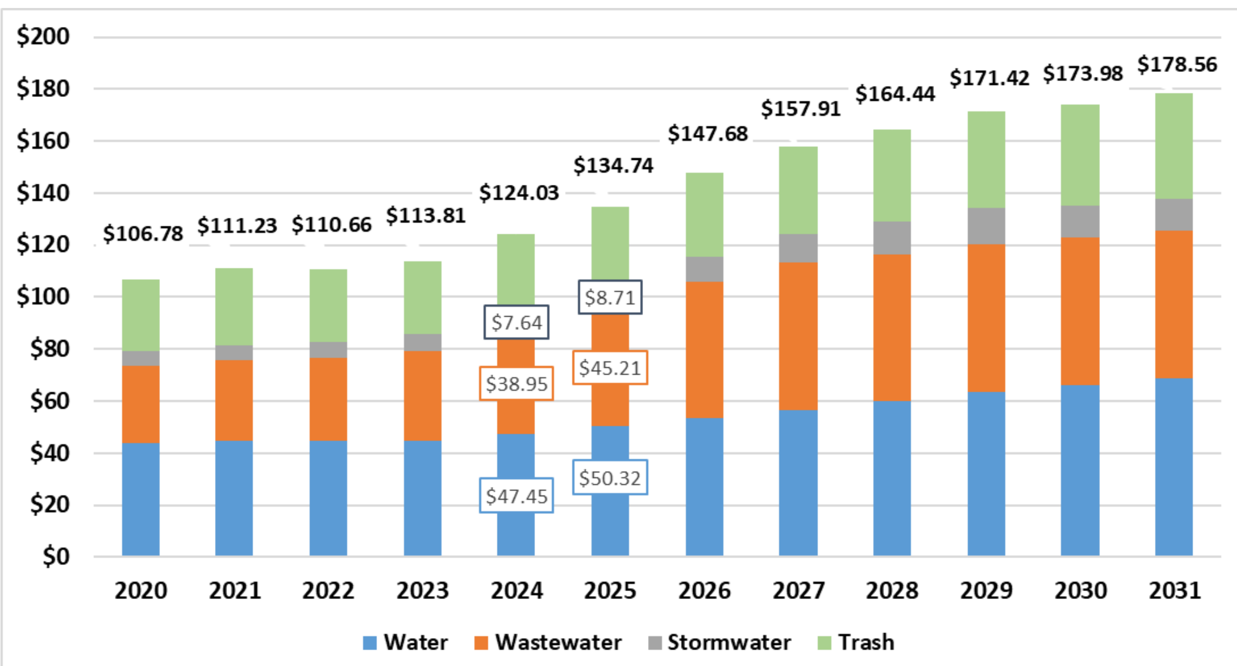
In 2024, City staff completed a rate assessment for the water, wastewater, and stormwater funds. This annual process ensures the rates and fees continue to generate sufficient revenue to sustain utility operations and facilitate future planning and budgeting. This process of analysis, findings, and recommendations was discussed at the Finance Committee on July 18, October 17 and January 16. Rates are currently influenced by Capital Improvement Projects with planned upgrades to water supply infrastructure, wastewater plant solids handling process and future stormwater floodplain improvements.

The earlier rate analysis called for a wastewater increase of upwards of 32%. In efforts to reduce this impact, an infrequent method is proposed to utilize an interfund loan from the water fund to the wastewater fund. The loan will act as a financial bridge for wastewater and allow for more gradual wastewater rate increases over the next 3-year period. The recommended ordinance authorized this loan including a required interest component ensuring equity.

Similar to the prior rate analysis, adjustments were presented with two options, a "Just-in-Time" scenario where required increases are initiated in the year they are needed regardless of amount, and a "Smoothing" scenario where required increases are averaged out to minimize large jumps in increases which distributes increases over time. The City has historically utilized rate smoothing. The Finance Committee has recommended that the smoothing scenario continue to be utilized. The table below shows

the 5-year increases based upon financially modeling with the strike through text representing the proposed increases from last year's March 19, 2024 council meeting.

Table 1 Summary of "Smoothing" Financial Plan Scenario Indicated Rate Revenue Increase						
Utility	2025	2026	2027	2028	2029	2030
Water	**6%** ~~6.5%~~	**6%** ~~6.5%~~	**6%** ~~6.5%~~	**6%** ~~6.5%~~	**6%** ~~4%~~	**4%**
Wastewater	**16%** ~~12.1%~~	**16%** ~~12.1%~~	**9%** ~~2%~~	**0%** ~~2%~~	**0%** ~~2%~~	**0%**
Stormwater	**14%** ~~14%~~	**13%** ~~13%~~	**13%** ~~13%~~	**13%** ~~13%~~	**13%** ~~13%~~	**-7%**



FISCAL IMPACT

The recommended increases will continue the process of matching Utility revenue with projected expenses for operations and capital improvement needs. The average water, wastewater, stormwater, and trash utility bill will see an anticipated increase from $124.03 per month to $134.74 per month.

PROGRAM/SUB-PROGRAM IMPACT:
The program goal for Utilities is to ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services. These annual utility rate evaluations and adjustments are essential in the administration of reasonable and justifiable prices and the responsible management of the utility system.

RECOMMENDATION:
Staff recommends approval of Ordinance No. 1894, Series 2025 and Resolution No. 23, Series 2025 to increase utility rates for the 2025 calendar year in the amount of 6% for water, 16% for wastewater and 14% for stormwater and to authorize an interfund loan of $900,000 from the water fund to the wastewater fund.

ATTACHMENT(S):
1. Ordinance No. 1894, Series 2025
2. Resolution No. 23, Series 2025
3. Rate Tables
4. Draft Public Notice
5. Presentation

STRATEGIC PLAN IMPACT:

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

ORDINANCE NO. 1894
SERIES 2025

AN ORDINANCE AUTHORIZING A LOAN FROM THE WATER UTILITY FUND TO THE WASTEWATER UTILITY FUND FOR A THREE-YEAR TERM AND AN INITIAL INTEREST RATE OF 4.8 PERCENT

WHEREAS, the City of Louisville ("City") is a municipal corporation duly organized and existing as a home rule city pursuant to Article XX of the Constitution of the State of Colorado and the City's Home Rule Charter ("Charter"); and

WHEREAS, Section 13-3(b) of the Charter authorizes a City-owned utility to loan money to another City-owned utility by ordinance; and

WHEREAS, Section 13-3(b) further provides: "The motion approving the loan shall specify the term of the loan and the interest rate. The interest rate shall be adjusted annually to a rate equal to the average return of City investments for the preceding twelve (12) months;" and

WHEREAS, the City's Wastewater Utility Fund is in need of additional monies to pay for capital projects and to fund ongoing maintenance and operation costs; and

WHEREAS, the City plans to increase the wastewater utility rates in 2025, but it desires to moderate the impact of such increase on residents; and

WHEREAS, the City's Water Utility Fund has sufficient fund balances to make a loan to the Wastewater Utility Fund; and

WHEREAS, estimates of future revenue streams and net income of the Wastewater Utility Fund are sufficient to repay the Water Utility Fund for a loan in addition to meeting other financial obligations of the fund; and

WHEREAS, City Council desires to loan monies from the Water Utility Fund to the Wastewater Utility Fund and to establish the terms of repayment.

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

<u>Section 1</u>. The City Council hereby authorizes a loan from the Water Utility Fund to the Wastewater Utility Fund of up to six hundred thousand dollars ($600,000) in fiscal year 2025 and up to three hundred thousand dollars ($300,000) in fiscal year 2026, for a total principal amount not to exceed nine hundred thousand dollars ($900,000.00) (hereinafter, the "Loan").

<u>Section 2.</u> The Loan shall have a term of three (3) years. All principal and interest loaned shall be repaid in full by no later than December 31, 2028, unless such term and maturity are extended by subsequent ordinance. Annual payments, of interest only or interest and principal, will commence on or before December 31, 2026 and will continue through December 31, 2028. Advance repayment may be made at any time without penalty.

Section 3. The initial interest rate applied to the Loan proceeds shall be 4.8% based on the average rate of return for City investments for 2024. The interest rate shall be adjusted annually to a rate equal to the average rate of return on the City's investments for the preceding twelve months. The City Manager and City staff are authorized to do all things necessary to effectuate Loan, including calculating the interest on an annual basis.

Section 4. The Loan is subject to any necessary budgetary amendments, transfers, or supplementary budgets and appropriations in accordance with State law. The City Council declares its intention to make annual appropriations in the Wastewater Utility Fund budget from available Wastewater Utility Fund revenues to meet the financial obligations of the Wastewater Utility Fund, including repayment of the Loan to the Water Utility Fund.

Section 5. The Loan shall be subordinate to any outstanding debt of the Wastewater Utility Fund.

Section 6. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 1st day of April 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

APPROVED AS TO FORM:

____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this __ day of ________, 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

RESOLUTION NO. 23
SERIES 2025

A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES, AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO.

WHEREAS, pursuant to the Louisville Municipal Code, the City Council is authorized to establish certain fees, rates, and charges by resolution; and

WHEREAS, the City Council wishes to establish by this resolution the amounts of certain fees, rates, and charges commencing with the effective date of this resolution.

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

1. Pursuant to authorization in the Louisville Municipal Code, the Louisville City Council hereby establishes certain water, wastewater, stormwater and other fees, rates, and charges in accordance with the schedules and tables attached and made a part hereof.

2. The fees, rates, and charges set by this resolution shall be effective on the date of the resolution, except for the water, wastewater and stormwater user charges, which will be effective on May 1, 2025, and may thereafter be amended from time to time by resolution of the City Council.

3. The fees, rates, and charges set by this resolution shall supersede and replace any fees, rates, or charges previously set or adopted by the City Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify, or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order.

4. If any portion of this resolution is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED this 1st day of April 2025.

____
Christopher M. Leh, Mayor

ATTEST:

____
Genny Kline, Interim City Clerk

City of Louisville

WATER RATES

Effective May 1, 2025, water rates for all accounts inside city limits are as follows (outside city limits = double these rates):

May 1, 2025 RESIDENTIAL WATER RATES - 3/4"METER

GALLONS	RATE
Zero - 5,000	$21.87 (minimum monthly charge)
5,001 - 20,000	$21.87 for the first 5,000 gallons, plus $6.31 for each additional 1,000 gallons (or fraction thereof)
20,001 - 30,000	$116.52 for the first 20,000 gallons, plus $15.69 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$273.42 for the first 30,000 gallons, plus $16.94 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$442.82 for the first 40,000 gallons, plus $18.11 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$623.92 for the first 50,000 gallons, plus $19.33 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 RESIDENTIAL WATER RATES - 1"METER

GALLONS	RATE
Zero - 5,000	$21.87 (minimum monthly charge)
5,001 - 20,000	$21.87 for the first 5,000 gallons, plus $6.31 for each additional 1,000 gallons (or fraction thereof)
20,001 - 30,000	$116.52 for the first 20,000 gallons, plus $15.69 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$273.42 for the first 30,000 gallons, plus $16.94 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$442.82 for the first 40,000 gallons, plus $18.11 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$623.92 for the first 50,000 gallons, plus $19.33 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 3/4" METER

GALLONS	RATE
Zero - 20,000	$12.05 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
20,001 - 30,000	$81.85 for the first 20,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$168.25 for the first 30,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$261.55 for the first 40,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$361.35 for the first 50,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 1" METER

GALLONS	RATE
Zero - 40,000	$24.08 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
40,001 - 60,000	$163.68 for the first 40,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
60,001 - 80,000	$336.48 for the first 60,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
80,001 - 100,000	$523.08 for the first 80,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
100,001 and over	$722.68 for the first 100,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 1-1/2" METER

GALLONS	RATE
Zero - 80,000	$36.11 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
80,001 - 120,000	$315.31 for the first 80,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
120,001 - 160,000	$660.91 for the first 120,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
160,001 - 200,000	$1034.11 for the first 160,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
200,001 and over	$1,433.31 for the first 200,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 2" METER

GALLONS	RATE
Zero - 160,000	$48.09 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
160,001 - 240,000	$606.49 for the first 160,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
240,001 - 320,000	$1,297.69 for the first 240,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
320,001 - 400,000	$2,044.09 for the first 320,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
400,001 and over	$2,842.49 for the first 400,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 3" METER

GALLONS	RATE
Zero - 320,000	$96.31 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
320,001 - 480,000	$1,213.11 for the first 320,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
480,001 - 640,000	$2,595.51 for the first 480,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
640,001 - 800,000	$4,088.31 for the first 640,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
800,001 and over	$5,685.11 for the first 800,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 4" METER

GALLONS	RATE
Zero - 640,000	$192.58 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
640,001 - 960,000	$2,426.18 for the first 640,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
960,001 - 1,280,000	$5,190.98 for the first 960,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
1,280,001 - 1,600,000	$8,176.58 for the first 1,280,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
1,600,001 and over	$11,370.18 for the first 1,600,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

May 1, 2025 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 6" METER

GALLONS	RATE
Zero - 1,280,000	$385.18 (minimum monthly charge), plus $3.49 for each 1,000 gallons (or fraction thereof)
1,280,001 - 1,920,000	$4,852.38 for the first 1,280,000 gallons, plus $8.64 for each additional 1,000 gallons (or fraction thereof)
1,920,001 - 2,560,000	$10,381.98 for the first 1,920,000 gallons, plus $9.33 for each additional 1,000 gallons (or fraction thereof)
2,560,001 - 3,200,000	$16,353.18 for the first 2,560,000 gallons, plus $9.98 for each additional 1,000 gallons (or fraction thereof)
3,200,001 and over	$22,740.38 for the first 3,200,000 gallons, plus $10.64 for each additional 1,000 gallons (or fraction thereof)

City of Louisville

SEWER RATES

Effective May 1, 2025, sewer rates for all accounts inside city limits are as follows (outside city limits = double these rates):

May 1, 2025 SINGLE FAMILY RESIDENTIAL SEWER RATES

RATE	DESCRIPTION
$7.29	Monthly Volume Charge, $ per 1,000 gallons of Average Winter Consumption (AWC). AWC =
$4.19	Monthly Billing Charge, $ per Bill
$9.92	Monthly Readiness to Serve Charge, $ per Bill

May 1, 2025 MULTI FAMILY RESIDENTIAL
SEWER RATES

RATE	DESCRIPTION
$7.29	Monthly Volume Charge, $ per 1,000 gallons of Average Winter Consumption (AWC). AWC =
$4.19	Monthly Billing Charge, $ per Bill
$9.92	Monthly Readiness to Serve Charge, $ per Dwelling Unit

May 1, 2025 COMMERCIAL SEWER RATES

RATE	DESCRIPTION
$7.29	Monthly Volume Charge, $ per 1,000 gallons
$4.19	Monthly Billing Charge, $ per Bill
	Monthly Readiness to Serve Charge, $ per Bill
$9.92	3/4" Meter
$17.29	1" Meter
$37.88	1-1/2" Meter
$67.05	2" Meter
$149.70	3" Meter
$265.31	4" Meter
$388.36	6" Meter

City of Louisville

STORMWATER RATES

Effective May 1, 2025, stormwater rates for all accounts inside city limits are as follows (outside city limits = double these rates):

May 1, 2025 STORMWATER UTILITY RATES

RATE	DESCRIPTION
$8.71	Monthly Billing Charge, $ per Bill

City of Louisville

REUSE RATES

Effective May 1, 2025, reuse water rates for all accounts inside city limits are as follows (outside city limits = double these rates):

May 1, 2025 REUSE WATER UTILITY RATES

RATE	DESCRIPTION
75% of Residential Rate ($4.73)	All Non-City Customer Classes - Monthly Volume Charge, $ per 1,000 gallons
$0.99	City Customer Class - Monthly Volume Charge, $ per 1,000 gallons

City of Louisville

BULK RATES

Effective May 1, 2025, bulk water rates for all permits are as follows:

May 1, 2025 BULK WATER UTILITY RATES

GALLONS	RATE
Zero - 10,000	(inlcuded in rental rate)
10,001 and over	$10.64 for each additional 1,000 gallons (or fraction thereof)

2025 Utility Rate Adjustments

City of Louisville

New water, wastewater, and stormwater rates

The City Council recently approved rate adjustments for water, wastewater, and stormwater utility service. The new rates are needed primarily to continue to fund major reconstruction projects, to ensure the City can properly maintain our utility systems, and to meet all clean water regulations. If you have questions, please contact Utility Billing at **303.335.4501** or **CustomerService@LouisvilleCO.gov**.

What does this mean for my utility bill?

Service	2024	2025
Water	$47.45	$50.32
Wastewater	$38.95	$45.21
Stormwater	$7.64	$8.71
Combined	$94.04	$104.24
$ Increase		$10.20
% Increase		10.8%

The new rates will be effective in May, so you'll see the new charges on your June bill. The table to the left reflects the anticipated monthly impact for an average residential customer. This is just an example based on average water use — the exact impact to your bill will depend on how much water your household uses.

This table does not include monthly charges for refuse, recycling and compost, which varies by home based on the sizes of your containers.

How do Louisville's rates compare?

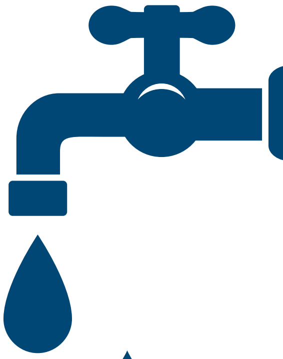
Because Louisville's neighboring communities are dealing with many of the same cost pressures, they are also experiencing adjustments to utility rates this year.

BROOMFIELD	LONGMONT	LAFAYETTE	LOUISVILLE
+47%	+13%	+12%	+11%

Even after this rate adjustment, Louisville's average single family residential household will still enjoy some of the lowest combined monthly water, wastewater & stormwater rates in the region.

What is the basis for these rate adjustments?

We've all experienced inflation in the form of increased costs for the goods and services we buy. Similarly, the City of Louisville has also experienced significant increases in our costs to provide and maintain service as well as the cost of constructing capital improvements. In many cases, these increases have outpaced estimates, necessitating a rate adjustment.



How are rate adjustments determined?

We don't take rate adjustments lightly. While City staff is always working to contain and reduce costs, we utilize a Utility Financial Model during the annual budget process to determine the rates necessary to collect enough revenue to meet each of the respective services' operations, maintenance, debt obligations, and improvements expenses.

Convenient ways to receive and pay your bill

RECEIVE YOUR BILL:

1. **By mail** (default)
2. **By email** — Log into your online account to sign up to receive bills by email. Help the City save paper and reduce postage, printing, and labor costs!

PAY YOUR BILL:

1. **Online** — Log into your online account to pay by credit card
2. **By electronic funds transfer** — Set up automatic, recurring monthly payments directly from your bank account or a credit/debit card
3. **By mail** — send to City of Louisville, PO Box 173883, Denver, CO 80217-3883
4. **By phone** — Call 303.335.4500
5. **Drop off** — City of Louisville, 749 Main Street in Downtown Louisville

Visit **LouisvilleCO.gov/UtilityBilling** for more information or to log into your account.

Do you need help paying your utility bill?

We understand — financial hardships can happen to anyone. If you're having difficulty paying your City of Louisville utility bill, there may be assistance available.

City of Louisville Payment Extension Plans

Customers with a satisfactory payment history who are experiencing a financial hardship may be eligible for a payment extension plan. Contact the City of Louisville Utility Billing at **303.335.4501** to discuss.

Sister Carmen Community Center Financial Assistance

For Louisville residents experiencing financial hardships, Sister Carmen may be able to help with emergency financial assistance for rent or mortgage, utility bills, and other essential expenses. Contact **303.665.4342** for more info.

Ways to save on your water bill

In partnership with Resource Central, the City offers several programs to help you save on your bill by reducing water usage, including the Lawn Replacement Program, Slow the Flow sprinkler assessments, Waterwise Yard Seminars, and more. To learn more about these programs, visit **LouisvilleCO.gov/Sustainability**.

Ajustes de tarifas de servicios públicos en 2025

City of Louisville

Nuevas tarifas de agua, agua residual y agua pluvial

El Consejo Municipal recientemente aprobó aumentos a las tarifas del servicio público de agua, agua residual y agua pluvial. Las nuevas tarifas son necesarias principalmente para seguir financiando proyectos importantes de reconstrucción, para garantizar que la Ciudad pueda mantener adecuadamente nuestros sistemas de servicios públicos y para cubrir todas las normativas de agua limpia. Si tiene preguntas sobre estos cambios tarifarios, comuníquese con Facturación de Servicios Públicos llamando al **303.335.4501** o escriba a **CustomerService@LouisvilleCO.gov**.

¿Qué supone esto para mi factura de servicios públicos?

Servicio	2024	2025
Agua	$47.45	$50.32
Agua residual	$38.95	$45.21
Agua pluvial	$7.64	$8.71
Combinado	$94.04	$104.24
aumento en $		$10.20
aumento en %		10.8%

Las nuevas tarifas entrarán en vigencia en mayo, de modo que verá los nuevos cargos en su factura de junio. El siguiente cuadro refleja el impacto mensual previsto para un cliente residencial típico.

Esto es solo un ejemplo; el impacto en su factura depende de cuánta agua usa su grupo familiar.

Este cuadro no incluye cobros mensuales por desecho, reciclaje y compostaje, que varían según la vivienda en función de los tamaños de sus contenedores.

¿Cómo se sitúan las tarifas de Louisville en comparación con otras?

Dado que las comunidades vecinas de Louisville se enfrentan a muchas de las mismas presiones de costos, también se están realizando ajustes en sus tarifas de los servicios públicos este año.

BROOMFIELD	LONGMONT	LAFAYETTE	LOUISVILLE
+47%	+13%	+12%	+11%

Incluso después de este ajuste de tarifas, el hogar unifamiliar promedio de Louisville seguirá disfrutando de unas de las tarifas mensuales combinadas de agua, aguas residuales y aguas pluviales más bajas de la región.

¿Cuál es el motivo de estos ajustes?

Todos hemos notado la inflación en el aumento de los costos de los bienes y servicios que compramos. Del mismo modo, la Ciudad de Louisville también ha enfrentado aumentos significativos en sus costos de prestación y mantenimiento del servicio, así como en el costo de construcción de mejoras de infraestructura. En muchos casos, estos aumentos han superado las estimaciones, lo que ha hecho necesario un ajuste de las tarifas.

¿Cómo se determinan los ajustes de las tarifas?

No nos tomamos la cuestión de los aumentos tarifarios a la ligera. Mientras el personal de la Ciudad siempre está trabajando para contener y reducir costos, utilizamos un Modelo Financiero de Servicios Públicos durante el proceso presupuestario anual para determinar las tarifas necesarias para recaudar ingresos suficientes para cubrir cada una de las operaciones, el mantenimiento, las obligaciones de deuda y los gastos de mejoras de los respectivos servicios.

Opciones convenientes para recibir y pagar su factura

RECIBA SU FACTURA:

1. **Por correspondencia** (predeterminado)
2. **Por correo electrónico:** Ingrese a su cuenta por internet para inscribirse para recibir facturas por correo electrónico. Ayude a la Ciudad a ahorrar papel y reducir costos de franqueo, impresiones y mano de obra.

PAGUE SU FACTURA:

1. **Por internet:** Ingrese a su cuenta por internet para pagar con tarjeta de crédito
2. **Por transferencia electrónica de fondos:** Programe sus pagos mensuales recurrentes y automáticos directamente desde su cuenta bancaria o tarjeta de crédito/débito
3. **Por correspondencia:** diríjalo a City of Louisville, PO Box 173883, Denver, CO 80217-3883
4. **Por teléfono:** Llame al 303.335.4500
5. **Buzón:** City of Louisville, 749 Main Street en el centro de Louisville

Visite **LouisvilleCO.gov/UtilityBilling** para obtener más información o ingrese a su cuenta.

¿Necesita ayuda para pagar su factura de servicios públicos?

Lo entendemos, cualquiera puede atravesar problemas económicos. Si tiene dificultades para pagar su factura de servicios públicos de la Ciudad de Louisville, es posible que haya asistencia disponible.

Planes de extensión de pagos de la Ciudad de Louisville

Los clientes con un historial de pagos satisfactorio que atraviesan una dificultad económica quizá cumplan con los requisitos para conseguir un plan de extensión de pagos. Comuníquese con Facturación de Servicios Públicos de la Ciudad de Louisville al **303.335.4501** para hablarlo.

Asistencia financiera en el Sister Carmen Community Center

Para los residentes de Louisville que atraviesan problemas económicos, es posible que Sister Carmen los ayude con asistencia financiera para pagar el alquiler o la hipoteca, las facturas de servicios públicos y otros gastos esenciales. Si desea más información, llame al **303.665.4342**.

Formas de ahorrar en su factura de agua

En colaboración con Resource Central, la Ciudad ofrece varios programas para ayudarle a ahorrar en su factura reduciendo el consumo de agua, como el programa de sustitución de césped, las evaluaciones de aspersores Slow the Flow, los seminarios Waterwise Yard y mucho más. Para obtener más información sobre estos programas, visite **LouisvilleCO.gov/Sustainability**.

2025 Recommended Utility Rates
City Council

April 1, 2025

City of Louisville

2024 Review:

- 2024 Water Revenue $726,000 above estimate (10%)
  - Related to the dry weather
  (Future revenue projections are based on average water use)
- 2024 Water Tap Fees $1.8 Million above estimate (250%)
- 2024 Stormwater Revenue $167,000 above estimate (15%)
- Wastewater not weather dependent matched projections

City of Louisville

Past and Proposed Utility Rate

Utility	2016	2017	2018	2019	2020	2021	2022	2023	2024	*2025*
Water	13%	0%	3%	0%	0%	2%	0%	0%	6.5%	*6%*
Wastewater	13%	7%	7%	7%	0%	4%	4%	8%	12.1%	*16%*
Stormwater	0%	4%	7%	18.5%	0%	5%	5%	9%	14%	*14%*

City of Louisville

Average(1) Monthly Residential Bill:

	Current 2024	Proposed 2025	Difference	Percent Increase
Water	$47.45	$50.32	$2.87	6%
Wastewater	$38.95(2)	$45.21	$6.26	16%
Stormwater	$7.64	$8.71	$1.07	14%
Total	$94.04	$104.24	$10.20	10.8%

(1)Based on average water usage of approx. 9,220 gallons. Actual bills will be dependent on usage and will vary with seasonal fluctuation.
(2) AWC calculation error corrected for 2024.

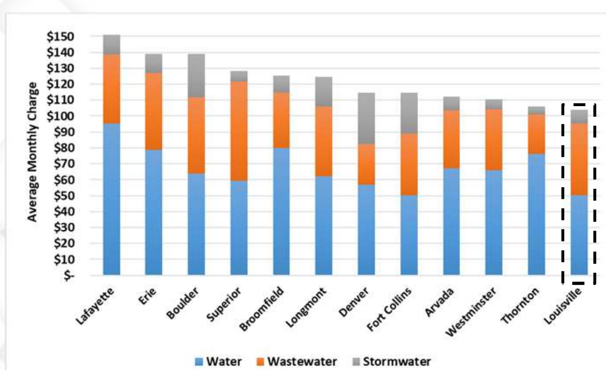
City of Louisville

Overview

- Surrounding Community Rate Comparison
- Background
  1. Financial Rate Modeling & Timeline
  2. Rate Planning Approaches
  3. Debt Service
  4. Cash Reserve Policy
  5. O&M Turnback Policy (All Funds)
  6. Capital Cash Flow (Wastewater)
  7. Interfund Loan (Water to Wastewater)
- Recommended Rates

City of Louisville

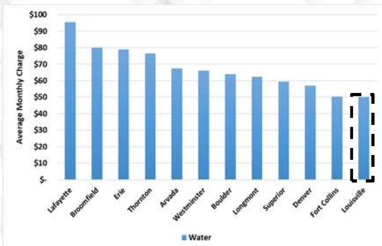
Average 2025 Monthly Water, Wastewater & Storm Rates (Louisville Single Family Residential)

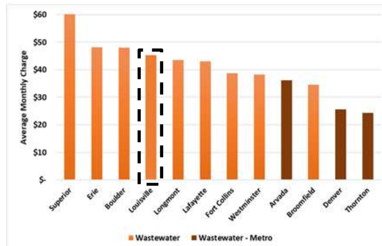


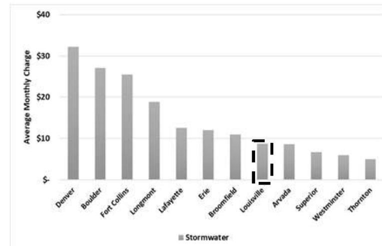
- *Based on average usage of approx. 9,220 gallons. Actual bills will be dependent on usage and will vary based on seasonal fluctuation.*

City of Louisville

Average 2025 Monthly Water, Wastewater & Storm Rates (Louisville Single Family Residential)



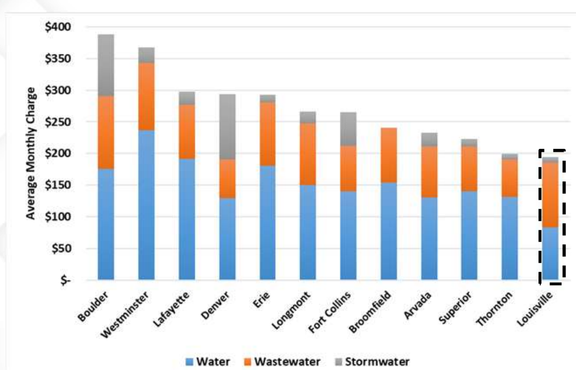




- *Based on average usage of approx. 9,220 gallons. Actual bills will be dependent on usage and will vary based on seasonal fluctuation.*

City of Louisville

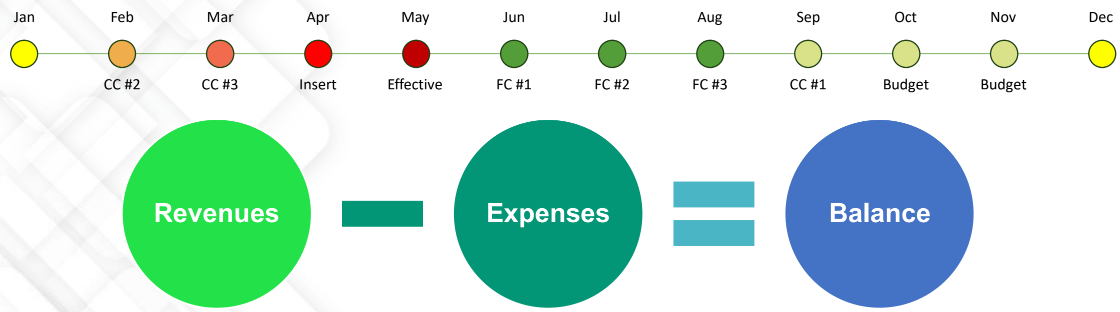
Monthly Water, Wastewater & Storm Rates (1-inch Commercial User 280,000 gallons/yr)



- *There is a greater variety of factors that impact rates for Commercial Users, the above is a single representation*

City of Louisville

1. Financial Rate Modeling & Timeline



- Monthly Rates (variable)
- Tap Fees (projections)

- O&M (fixed*)
- CIPs (variable)

- Target/Goal

** Majority of Utility O&M costs (chemicals, electricity, repairs, staffing, etc.) are fixed.*

City of Louisville

2. Rate Planning Approaches

1. **Just in Time**
   - Revenue increases are aligned for each utility fund to maintain immediate financial self-sufficiency in the year when the expense is budgeted.

2. **Smoothing**
   - Revenue increases are gradually imposed over several years to establish reserves to fund expenses.
   - Used since 2013 and recommended.

City of Louisville

3A. Debt Service Requirements

1. **Debt Service Coverage (DSC):**
   - Ratio of net revenues (operating revenue less operating expense) to annual debt service payment.
2. **Industry Target DCS Philosophy**
   - Ensure legal DSC minimums are met even if revenue forecasts are not achieved.
   - Maintain credit ratings.

City of Louisville

3B. Debt Service Coverage

Minimum target represented by the combination of all three Utility Funds

Required DSC Ratio

Colorado Water Resources and Power Development Authority	1.10 (retires 2035)
2013 Water and Wastewater Enterprise Revenue Bonds	1.15 (retired 2025)

Dual Target DSC Ratio

Fund	w/o Tap Fees	with Tap Fees
Water	1.2	1.4
Wastewater	1.2	1.3
Storm	1.3	1.3 (1)

(1) A tap fee for the Stormwater utility has not been established, therefore the dual target is not used

City of Louisville

3C. City Utility Debt

Utility	Debt Service Payment ($million)						
	2025	2026	2027	2028	2029	2030	2031
Water	$0	$0	$0	$0	$0	$0	$0
Wastewater	$2.0M	$2.0M	$2.0M	$2.0M	$2.0M	$2.0M	$2.0M
Stormwater	$0.4M	$0.4M	$0.4M	$0.4M	$0.4M	$0.4M	$0.4M
Total	**$2.4M**	**$2.4M**	**$2.4M**	**$2.4M**	**$2.4M**	**$2.4M**	**$2.4M**

4A. Cash Reserves Policy

1. **Current Modeled Cash Reserves**
   - 90 Days Cash or 25% of Total O&M
2. **Working Capital Reserves Policy (Section 2.4)**
   - 25% of Current Operating Expenses
   - Additional 2% Fixed Capital Assets (approved 2024)

5A. O&M Turnback

- Prior Policy: 10%

Utility Turnback	2016	2017	2018	2019	2020	2021	2022	2023
Water	16.1%	33.1%	21.4%	20.4%	4.2%	-1.7%	-24.5%	6.5%
Wastewater	10.9%	7.6%	12.6%	15.4%	3.5%	5.3%	-11.1%	3.5%
Stormwater	11.3%	19.4%	21.4%	7.8%	11%	2%	-9.7%	11%

Utility Turnback	8-year Average (2016-2023)	5-year Average (2019-2023)	3-year Average (2020, 2021 & 2023)	*2024 Projection*
Water	9.4%	1.0%	3.0%	*2%*
Wastewater	6.0%	3.3%	4.1%	*4%*
Stormwater	9.3%	4.4%	8.0%	*5%*

City of Louisville

5B. O&M Turnback

Policy Options	Estimating	Rate Adjustment	Added Rate Impacts for 2025	Future Risk	
10% (prior)	Savings - <u>over</u> estimated Expenditures - <u>under</u> estimated	Reactive	None	Higher	
0% (2025+)	**Savings – <u>under</u> estimated** **Expenditures – align with budget**	**Proactive**	**Minor to Moderate**	**Lower**	Recommended

City of Louisville

6. Wastewater CIP Adjustment

WWTP Solids Handling Upgrades CIP	2024	2025	2026	
July - Forecast	$3,450,000	$1,000,000		
Sept - Revision	$2,500,000	$1,200,000	$750,000	
2025 Estimate	$800,000	$2,700,000	$950,000	Recommended

- Redtail Wastewater Plant Upgrades alignment
- Equipment and material lead times

City of Louisville

7. Wastewater Loan from Water

Water	Debit	Credit	Net
2025	$600,000		-$600,000
2026	$300,000	$28,800	-$871,200
2027		$43,200	-$828,000
2028		$943,200	$115,200
TOTAL	$900,000	$1,015,200	$115,200

Wastewater	Debit	Credit	Net
2025		$600,000	$600,000
2026	$28,800	$300,000	$871,200
2027	$43,200		$828,000
2028	$943,200		-$115,200
TOTAL	$1,015,200	$900,000	-$115,200

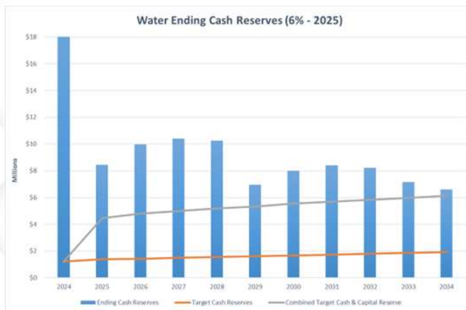
- Authorized by the accompanying ordinance
- $900,000 from Water to Wastewater
- Paid back over 3 years at an estimated* 4.8% interest ($115,200)

*Estimate is based on 2024 actual.

City of Louisville

WATER

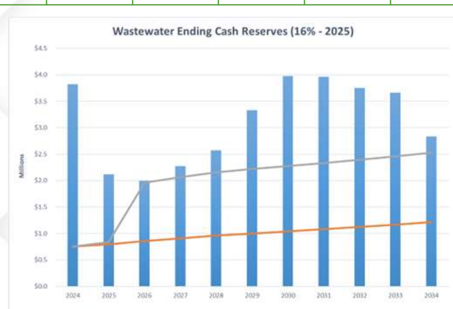
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
2024 Rates (Approved 02/07/24 Council Meeting)										
	6.5%	6.5%	6.5%	6.5%	4%	4%	4%	2%	2%	
Preliminary Rates (10/17/24 Finance Committee)										
	6.5%	6.5%	6.5%	6.5%	6.5%	4%	4%	2%	2%	2%
2025 Recommended Rates										
	6%	6%	6%	6%	6%	4%	4%	2%	2%	2%



City of Louisville

WASTEWATER

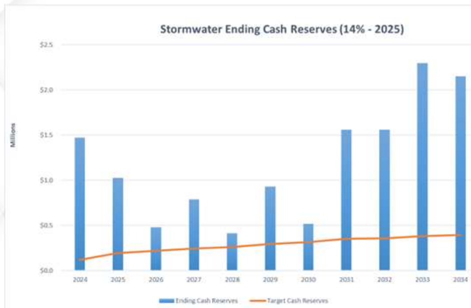
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
2024 Rates (Approved 02/07/24 Council Meeting)										
	12.1%	12.1%	2%	2%	2%	2%	2%	2%	2%	
Preliminary Rates (10/17/24 Finance Committee)										
	17.5%	17.5%	6%	0%	0%	0%	0%	3%	3%	3%
2025 Recommended Rates										
	16%	16%	9%	0%	0%	0%	0%	3%	3%	3%



City of Louisville

STORMWATER

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
2024 Rates (Approved 02/07/24 Council Meeting)										
	14%	13%	13%	13%	13%	0%	0%	0%	0%	
Preliminary Rates (10/17/24 Finance Committee)										
	15%	16%	16%	16%	15%	-7%	0%	0%	0%	0%
2025 Recommended Rates										
	14%	13%	13%	13%	13%	-7%	0%	0%	0%	0%



Past and Proposed Utility Rate

Utility	2016	2017	2018	2019	2020	2021	2022	2023	2024	*2025*
Water	13%	0%	3%	0%	0%	2%	0%	0%	6.5%	*6%*
Wastewater	13%	7%	7%	7%	0%	4%	4%	8%	12.1%	*16%*
Stormwater	0%	4%	7%	18.5%	0%	5%	5%	9%	14%	*14%*

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

City of Louisville
COLORADO ▪ SINCE 1878

SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF LOUISVILLE AND GLACIER CONSTRUCTION COMPANY, INC. FOR THE HOWARD BERRY WATER TREATMENT DRYING BED MEDIA REPLACEMENT

DATE: APRIL 1, 2025

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:
Staff recommends the approval of a contract with Glacier Construction Co. Inc. in the amount of $137,600 along with a 20% contingency of $27,400 for the Howard Berry Water Treatment Plant (HBWTP) Drying Bed Media Replacement Project. This contract is for the replacement of the existing drying media along with an optional bid item for the replacement of the existing inlet control valves.

PROJECT DETAILS:
Staff advertised this project during the months of February and March 2025. A total of (5) five contractors attended the mandatory pre-bid meeting. Staff received a total of (1) one bid as shown in the following table:

Contractor	Total Base and Optional	Base Bid	Optional Bid Items
Glacier Construction Co., Inc.	$137,600	$112,800	$24,800

Staff recommends Glacier Construction Co. Inc. as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

This project is a critical component of the City's water treatment process and will ensure a reliable water supply. The existing media has been in place since the original construction of the drying beds in 2015. This media replacement was planned around the 10-year age mark which aligns with industry standards. As media depth is lost during annual solids removal, the filtration of solids becomes less effective and can allow additional pass through with the filtrate water that can impact plant operations. Media replacement will need to occur outside of the summer months to not interfere with water production requirements and will be placed in two phases, spring and fall/winter 2025. Based on this schedule new media can be ordered and completely installed by February of 2026. An optional bid item for the replacement of the existing inlet control valves to the drying beds has been included as staff has already had one of the valves fail (Bed 5) and others are becoming hard to operate.

FISCAL IMPACT:

Prior 2023/2024 Project Budget	$221,000
Base Bid (Replacement of Drying Bed Media)	**$112,800**
Optional Bid (Replacement of Inlet Valves)	**$24,800**
Project Contingency (20%)	**$27,400**
Total Cost	**$165,000**
Cost	

This project was approved in the 2021/22 and 2023/24 adopted budgets but was inadvertently dropped from the 2025/26 budget. A budget amendment of $165,000 to the water fund is necessary to reinstate funding. This project has been accounted for in the past five years of rate models including the current 2025 model. There are no impacts to water utility rates from the proposed budget amendment and the water fund continues to show positive fund reserves.

PROGRAM/SUB-PROGRAM IMPACT:
Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent water supply. This project will ensure safe and reliable potable water production.

STAFF RECOMMENDATION:
Staff recommends City Council award the HBWTP Drying Bed Media Replacement to Glacier Construction Co. Inc. for a total of $137,600, authorize staff to execute change orders up to $27,400 for project contingency, and authorize the Mayor, City Manager, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT:
1. Glacier Construction Company, Inc. 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

AGREEMENT

THIS AGREEMENT is made and entered into this **1st** day of **April** in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Glacier Construction Co. Inc.
(hereinafter called CONTRACTOR)

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

ARTICLE 1. WORK

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

PROJECT: HBWTP DRYING BED MEDIA REPLACEMENT
PROJECT NUMBER: 501461-550020

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by **December 31, 2025** and within **270 Consecutive Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 Consecutive Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **FIVE HUNDRED DOLLARS ($500)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting form the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **one hundred and thirty seven thousand six hundred dollars** and 00/100 (**$137,600**) as set forth in the Bid Form of the CONTRACTOR dated **3/14/2025**.

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

ARTICLE 4. PAYMENT PROCEDURES

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

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

4.1.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 90 percent of the completed Work, and/or 90 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them and no claims have been made by Subcontractors or material suppliers for unpaid work or materials, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion may be in an amount equal to 100 percent of the Work completed.

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

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

6.1 Invitation to Bid

6.2 Instruction to Bidders

6.3 Bid Form

6.4 This Agreement

6.5 General Conditions

6.6 Supplementary Conditions – N/A

6.7 General Requirements

6.8 Technical Specifications

6.9 Drawings

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. **0** to **0** exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors/References
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens
6.10.7 Notice of Award
6.10.8 Performance Bond
6.10.9 Labor and Material Payment Bond
6.10.10 Certificates of Insurance
6.10.11 Notice to Proceed
6.10.12 Contractor's Proposal Request
6.10.13 Contractor's Overtime Request
6.10.14 Field Order
6.10.15 Work Change Directive
6.10.16 Change Order
6.10.17 Application for Payment
6.10.18 Certificate of Substantial Completion
6.10.19 Claim Release
6.10.20 Final Inspection Report
6.10.21 Certificate of Final Completion
6.10.22 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

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

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

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

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

This Agreement will be effective on **April 1st**, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO	**CONTRACTOR: ____________________**
By: ______________________________ Christopher M. Leh, Mayor	By: ______________________________
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest: ____________________________ Genny Kline, Interim City Clerk	Attest: ______________________________
Address for giving notices:	Address for giving notices:
749 Main Street Louisville, Colorado 80027	______________________________ ______________________________
Attention: Justin Ferron, P.E.	Attention: ___________________________

SUBJECT: AWARD CONTRACT FOR 2025 LEAD AND COPPER WATER SERVICE LINE POTHOLING & VERIFICATION PROJECT TO RECONN UTILITY SERVICES

DATE: APRIL 1, 2025

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:
Staff recommends approval of the 2025 Lead and Copper Water Service Line Potholing & Verification Project contract with RECONN Utility Services for the base bid in the amount of $355,000 plus a 10% contingency in the amount of $35,500 for a contract total of $390,500.

PROJECT DETAILS:
Staff advertised the 2025 Lead and Copper Water Service Line Potholing & Verification Project on February 14, and February 19, 2025. Bids were received on March 4, 2025. Bids received are as follows:

Contractor	Base Bid Total:
Reconn Utility Services	$355,000.00
Caraveo Construction	$384,930.00
Iron Woman Construction	$658,468.90
Kinetic Industries	$787,500.00

Staff recommends RECONN Utility Services as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

On January 15, 2021, the U.S. Environmental Protection Agency (EPA) published the Lead and Copper Rule Revisions (LCRR) to enhance protections against lead in drinking water. These regulations require municipalities to identify and replace all lead service lines by November 1, 2027. In July of 2023, the City contracted with 120Water to help complete the initial service line inventory. The inventory is now complete and the next step in the process is to perform service line material verifications.

With the assistance of 120water, the material composition of many of the service lines in Louisville has been determined based on building department records, time of installation, and other information; however, the service line material type is unknown for approximately 4,000 homes. Owners of the homes with unknown service line material were notified via mailers about the City's lead service line identification program and directed to the City's water service line inventory website. The website instructs homeowners on how to locate and verify their service line material and report their results directly to the City. At this time, approximately 655 of the service lines have been self-reported by residents and no lead service lines have been identified.

The City must verify the service line material of a randomly selected sample of 357 of these homes to reach the 95% confidence level with a 5% margin of error required by the LCRR. Each service line is comprised of a City-owned portion (from the water main to the curb stop) and a privately-owned portion (from the curb stop to the home). Material types for both the City-owned and privately-owned portions must be verified, so two potholes will be required for each service line. Potholing of the private portion of the service line will not be required at homes where the owner self-reported their service line material. Potholing involves using suction or shovel to excavate a small hole down to the water service coming into the home to visually verify the depth and type of material of the service.

It is likely that some potholing will be required on private property due to service line alignments and obstacles on the ground, but efforts will be made to pothole the privately-owned portions of the service line within the public right-of-way to minimize impacts to private property. Residents will be notified of the potholing work and additional coordination efforts will be made if potholing on private property is required.

City staff believe there is a low probability of encountering lead service lines during the pothole verification process; however, if a lead service line is confirmed, the City will be required to replace the City-owned portion of the service line by deadlines given by CDPHE. Residents/owners will also be notified if lead piping is found and the City will request that the privately-owned portion of the service line be replaced. Residents/owners will also be encouraged to perform additional inspections of interior plumbing to determine if additional lead piping is present.

Replacement of the city-owned portions of service lines has not yet been funded and would require future Council approval if required. The replacement of the private portion of service lines would be the owner’s responsibility.

FISCAL IMPACT:

Projected Funding
This project is not within the current adopted Budget for 2025-2026 and will require a budget amendment.

Projected Expenses 501499-6XXXXX (TO BE CREATED BY FINANCE UPON APPROVAL)

Description	Amount
Lead and Copper Water Service Verification Base Bid	$355,000
Contingency	$35,500
Total Contract:	**$390,500**

BUDGET AMENDMENT:
This project will require additional funds that are not currently within the approved budget. This requires a budget amendment of $390,500 to the Water Fund to establish the project budget. A future amendment has been discussed and coordinated with Finance and will be included with the next overall budget amendment. The water fund has sufficient reserves for this adjustment and a rate increase will not be necessary. An allowance for this inventory identification was placed in the Utility Rate model but was not identified as a specific CIP project due to unknowns related to needs and timing during the budget process.

PROGRAM/SUB-PROGRAM:
The recommended contracts support the reliable core services goal of providing a well maintained and healthy water distribution system.

STAFF RECOMMENDATION:
Staff recommends approval and award of the 2025 Lead and Copper Water Service Line Potholing & Verification Project contract with RECONN Utility Services for $355,000 plus a 10% contingency in the amount of $35,500 for a total authorized amount of $390,500 and authorization of the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. 2025 Lead and Copper Water Service Line Potholing & Verification Project – Agreement
2. Map of potholing locations.

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

Agreement

THIS AGREEMENT is made and entered into this 18th day of March in the year 2025 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

RECONN Holdings, LLC
(hereinafter called CONTRACTOR)

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

Article 1. Work

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

PROJECT: 2025 LEAD AND COPPER WATER SERVICE LINE POTHOLING & VERIFICATION
PROJECT NUMBER: TBD

Article 2. Contract Times

2.1. The CONTRACTOR shall substantially complete all work within **63 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

2.2. LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of Three Hundred Fifty Five Thousand Dollars $355,000.00 set forth in the Bid Form of the CONTRACTOR dated March 4,2025.

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

Article 4. Payment Procedures

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

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

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

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

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

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

Article 5. Contractor’s Representations

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

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

5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

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

6.1. Invitation to Bid.

6.2. Instruction to Bidders.
6.3. Bid Form.
6.4. This Agreement.
6.5. General Conditions.
6.6. Supplementary Conditions.
6.7. General Requirements.
6.8. Technical Specifications.
6.9. Change Orders, Addenda and other documents which may be required or specified including:
    6.10.1. Addenda No. __ to ___ exclusive
    6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
    6.10.3. Schedule of Subcontractors
    6.10.4. Anti-Collusion Affidavit
    6.10.5. Certification of EEO Compliance
    6.10.6. Notice of Award
    6.10.7. Performance Bond
    6.10.8. Labor and Material Payment Bond
    6.10.9. Certificates of Insurance
    6.10.10. Notice to Proceed
    6.10.11. Contractor's Proposal Request
    6.10.12. Contractor's Overtime Request
    6.10.13. Field Order
    6.10.14. Work Change Directive
    6.10.15. Change Order
    6.10.16. Application for Payment
    6.10.17. Certificate of Substantial Completion
    6.10.18. Claim Release
    6.10.19. Final Inspection Report
    6.10.20. Certificate of Final Completion
    6.10.21. Guarantee Period Inspection Report

6.10. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.11. In the event of conflict between the above documents, the prevailing document shall be as follows:
    1. Permits from other agencies as may be required.
    2. Special Provisions and Detail Drawings.
    3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
    4. Supplementary Conditions.
    5. General Conditions.
    6. City of Louisville Design and Construction Standards.
    7. Reference Specifications.

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

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

Article 7. Miscellaneous

7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

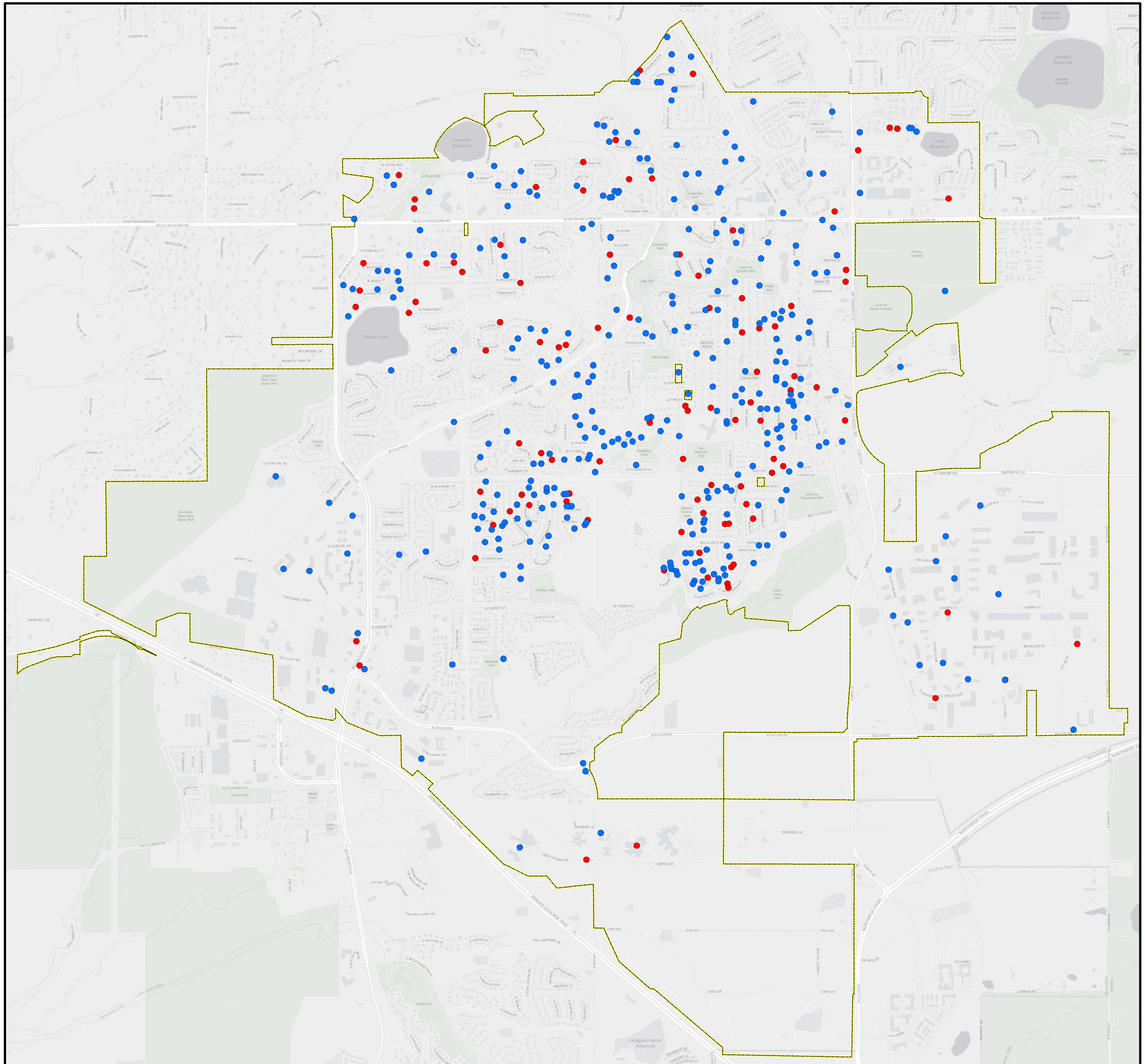
7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor’s selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

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

This Agreement will be effective on April 1, 2025.

OWNER: CITY OF LOUISVILLE, COLORADO	**CONTRACTOR:** RECONN Holdings, LLC
By: ________________________	By: Vincent Marchese III
Christopher M. Leh, Mayor	Vincent Marchese III
(CORPORATE SEAL)	(CORPORATE SEAL)
Attest: ________________________	Attest: ________________________
Genny Kline, Interim City Clerk	
Address for giving notices:	Address for giving notices:
749 Main Street Louisville, Colorado 80027	9045 River Road, Suite 200 Indianapolis, IN 46240 46240
Attention: City Engineer	Attention: Halle Smith



DISCLAIMER:

This draft document was prepared for internal use by the City of Louisville, Colorado. The City makes no claim as to the accuracy or completeness of the data contained hereon.

Due to security concerns, The City requests that you do not post this document on the internet or otherwise make it available to persons unknown to you.

N W E S

The City of **Louisville, Colorado**

Water Service Lateral Potholes

- Primary Water Service Lateral Potholes
- Secondary Water Service Lateral Potholes

SUBJECT: DISCUSSION/DIRECTION FOR PURCHASE OF A BLOCK PARTY TRAILER

DATE: APRIL 1, 2025

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:
Staff is providing information for discussion regarding purchasing and equipping a block party trailer through funding from Marshall Together and City funds.

Marshall Together approached the City in 2024 with an offer to provide funding in the amount of approximately $13,000 for the City to purchase and make a block party trailer available to the community. They provided the following line-item budget list:

Item	Price	Quantity	Total cost	Link
			$12,714.47	
Trailer	$5,691.00	1	$5,691.00	https://www.trailersourceinc.com/product/new-2023-pace-american-journey-cargo-flat-top-6x12s-5686-2137237-55
Trailer wheel lock	$28.00	1	$28.00	https://www.amazon.com/Universal-Security-Trailers-Motorcycles-Deterrent/dp/B087M6NLZ3
6' table	$159.99	4	$639.96	https://www.costco.com/.product.1391495.html
Folding picnic table	$259.99	4	$1,039.96	https://www.costco.com/.product.1902245.html
Folding chair 4-pack	$149.99	8	$1,199.92	https://www.costco.com/.product.1593952.html
Folding tent	$169.99	4	$679.96	https://www.costco.com/popupshade-13%e2%80%99x13%e2%80%99-instant-canopy-with-poplock-central-hub-frame.product.100665306.html
Folding tent weights	$69.99	4	$279.96	https://www.amazon.com/Eurmax-Universal-Upgraded-Weight-Weights/dp/B07B2N58PJ
Chest cooler	$129.99	4	$519.96	https://www.costco.com/igloo-165-quart-maxcold-chest-cooler-with-butterfly-quick-access-hatch.product.100894821.html
55-gallon trash can	$102.99	4	$411.96	https://www.amazon.com/Rubbermaid-Commercial-Products-FG265500GRAY-Heavy-Duty/dp/B005KDB3TE
8' barricade	$225.00	4	$900.00	https://www.amazon.com/Frame-Plastic-Barricade-Reflective-Double/dp/B08DL6NT17/
Cornhole board set	$125.00	2	$250.00	https://www.amazon.com/GoSports-Regulation-Wooden-Cornhole-Carrying/dp/B07TC5X8P5/
Cornhole bag set	$20.99	2	$41.98	https://www.amazon.com/JMEXSUSS-Resistant-Standard-Regulation-Cornhole/dp/B07MQ3T72C

Hula hoops (12)	$90.00	1	$90.00	https://www.amazon.com/Sportime-Inch-Dur-Hoops-Set/dp/B0042SRDTM

City staff reviewed the proposal and found some changes are needed to work within the City's established processes and to be most efficient. Staff determined the following additions would be necessary to fit appropriately sized closure barricades, to ensure safety around transport and storage, and to minimize staff time commitments for management of the trailer:

- Larger 7' x 14' trailer to fit Type III closure barricades* - $8,500
- Upfitting base trailer to provide for interior and exterior safety lighting, tie down anchoring for inventory and signage, batteries and solar charging, bluetooth stereo. - $5,000
- Louisville branding vinyl wrap graphics. - $5,000

**The City standard is to use Type III barricades for all block party closures to safely close the street with visible barricades. These barricades do not fit in the proposed smaller trailer. Using the smaller trailer would require staff to make two trips to deliver both the trailer and the barricades.*

Items identified by staff in addition to those items identified by Marshall Together provide for a total estimated budget of $26,500 in total cost to purchase, equip, and provide block party inventory for the trailer.

The City currently does not have an approved budget for this purchase. Staff recommends Council approve $30,000 for the purchase with the recognition that approximately $13,000 will be offset by funding from Marshall Together resulting in a total estimated cost to the City of $17,000 for initiation of this program. Staff will work to minimize costs but is requesting a total allowance approval to provide for estimated costs and any unforeseen items as the program is implemented.

Reservations for the trailer will be made through the Block Party Application process handled by the City Clerk's Office. Priority scheduling will be given to Marshall Together based upon their contribution.

FISCAL IMPACT:
Direction to purchase a block party trailer will require a $30,000 budget amendment from the Capital Fund with reimbursement of approximately $13,000 in funds from Marshall Together.

RECOMMENDATION:
Staff recommends City Council approve $30,000 in funding for the block party trailer program. Staff will bring back an official budget amendment for Council approval in the next Citywide budget amendment resolution. If funding is not provided, staff will discontinue work on this project.

STRATEGIC PLAN IMPACT:

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

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8E

SUBJECT: RESOLUTION 24, SERIES 2025 – A RESOLUTION UPDATING HISTORIC STRUCTURE ASSESSMENT GRANT AMOUNTS AND REQUIREMENTS FOR COMPLETION OF HISTORIC STRUCTURE ASSESSMENTS

DATE: APRIL 1, 2025

PRESENTED BY: ROB ZUCCARO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

SUMMARY:
Attached for consideration is a resolution updating the maximum grant funds available and procedures for Historic Structure Assessments (HSAs). The specific amendments include:

- Increasing the maximum residential grant from $4,000 to $7,000 and the maximum commercial grant from $9,000 to $10,000.
- Allowing the maximum grant amounts to be increased to $10,000 for residential and $15,000 for commercial if the applicant demonstrates an extraordinary circumstance relating to building size, condition, architectural details, or other unique conditions compared to similar Louisville properties.
- Requiring that a Colorado-licensed architect with historic preservation experience be the lead consultant on the HSA.
- Requiring that a Colorado-licensed structural engineer contribute to the assessment, unless waived by the Historic Preservation Commission (HPC), and encouraging contributions by experts in electrical and mechanical systems.
- Formalizing the current policy of the city establishing the minimum standards and scope of work for an HAS, and that city staff reviews the completed report to ensure the HSA meets the established standards prior to awarding the grant funds.

BACKGROUND:
The City first established grants and criteria for HSAs in 2012 but only allowed HSA grants after a property was landmarked. In 2014, the City changed the policy to allow HSA grants prior to landmarking in acknowledgement of the importance of the HSA in establishing a restoration and rehabilitation plan for the structure ahead of landmarking. In 2019, the City started requiring HSAs as a prerequisite to landmarking and grant applications.

The amount available for HSA grants has also evolved over time. In 2012, the City set the first HSA grant amounts at $900 for residential and $6,000 for commercial. In 2019, the City increased the HSA grant amounts to $4,000 for residential and $9,000 for commercial to address inflationary cost increases. Resolution 17, Series 2019 established all current grant amounts and procedures (see Attachment No. 2).

The HPC is the final approval authority for HSA grants. All other Historic Preservation Grants must be approved by City Council following recommendation by the HPC.

The City requires that an HSA be conducted by a qualified consultant with significant experience in historic preservation and familiarity with The Secretary of the Interiors Standards for the Treatment of Historic Properties. The current requirement is that the consultant must be a practicing architect, engineer, planner, or similar professional.

The City has established a minimum Scope of Work that must be included in all Historic Structure Assessments. The City's Scope of Work matches the State Historical Fund Scope of Work. The scope includes the following categories:

1. Introduction
2. History and Use
3. Structure Condition Assessment
4. Analysis and Compliance (hazardous materials and building and zoning code compliance)
5. Preservation Plan
6. Photographs and Illustrations
7. Bibliography
8. Appendices (e.g. historical building plans, schematic design, construction drawings)

At the Historic Preservation Commission's December 16, 2024 meeting, the Commission discussed the current HSA program policies and funding levels. The Historic Preservation Commission (HPC) requested that staff draft a proposal to update the funding amounts, clarify certain policies around who is qualified to complete an HSA, establish requirements for specialized engineering analysis, and formalize certain parts of the process for establishing a minimum scope and standards for the HSA.

At HPC's February 24, 2025 meeting, the Commission reviewed a draft resolution updating certain provisions of Resolution 17, Series 2019 related to HSAs. The HPC voted unanimously to recommend approval of the proposed updates included in Resolution 24, Series 2025.

ANALYSIS:

The proposed changes to the grant amounts are based on information presented by a local architect to the HPC outlining estimated average costs to complete both residential and commercial HSAs. The intent of the HSA grant is to pay for the full HSA report without a requirement for a match from the property owner. In comparison, if a property owner of a landmarked property applies for a rehabilitation or restoration grant, those grants must be matched at 50%. The hope is that paying for the full HSA cost will help incentivize potential landmark applicants to further explore the landmarking process, and better understand the options, costs, and grant opportunities for rehabilitation and restoration of the structure. Due to inflation and the desire to require structural engineering in all HSAs, staff finds that the updated grant amounts are needed to ensure enough funding is provided to pay the full cost of HSAs.

The HPC also desires to have a licensed structural engineer take part in all HSAs. While a licensed architect has expertise in structural elements of the building, a licensed structural engineer will have more in-depth knowledge and be better able to identify and structural deficiencies and needed repairs on the building. This will help to avoid future surprises for property owners who are restoring or renovating older buildings.

The other updates to the funding resolution reflect current practices, such as establishing a minimum scope of work and a staff completeness review of the HSA prior to paying out the grant.

FISCAL IMPACT:
The Historic Preservation Fund receives approximately $800,000 in revenue each year and the unencumbered fund balance is over $3M. Thus, staff finds there are adequate funds to support the proposal.

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:

1. Resolution 24, Series 2025
2. Resolution 17, Series 2019
3. December 16, 2024 HPC Minutes
4. February 24, 2025 HPC Minutes
5. Staff Presentation

RESOLUTION NO. 24
SERIES 2025

A RESOLUTION UPDATING HISTORIC STRUCTURE ASSESSMENT GRANT AMOUNTS AND REQUIREMENTS FOR COMPLETION OF HISTORIC STRUCTURE ASSESSMENTS PRIOR TO LANDMARKING

WHEREAS, historic properties and buildings of character in the City of Louisville (the "City") are major contributors to the character and quality of life of our City; and

WHEREAS, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties; and

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue to contribute to the unique character of the City; and

WHEREAS, at the November 4, 2008 election, the voters approved Ballot Issue 2A to levy a one- eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville through December 31, 2018; and

WHEREAS, at the November 2, 2010 election, the voters approved a Ballot Issue 2D to levy a permanent use tax of 3.50%, to supersede the City's then-current use tax, of which one-eighth of one percent (1/8%) of the use tax was dedicated to historic preservation purposes consistent with Ballot Issue 2A; and

WHEREAS, at the November 7, 2017 election, the voters approved a Ballot Issue 2F, which extended the expiration date of the temporary sales tax of one-eighth of one percent for historic preservation from December 31, 2018 to December 31, 2028; and

WHEREAS, City Council by Ordinances No. 1544, Series 2008 and No. 1743, Series 2017 imposed the tax approved by the voters, established the Historic Preservation Fund ("HPF"), and codified the financial incentives set forth within Ballot Issues 2A (2008), 2D (2010), and 2F (2017); and

WHEREAS, City Council by Resolution No. 20, Series 2009, Resolution No. 20, Series 2010, Resolution No. 2, Series 2012, and Resolution No. 2, Series 2014, adopted provisions related to the administration and uses of HPF, and established grant programs and incentives to assist property owners in the rehabilitation and restoration of historic properties and new buildings of character; and

WHEREAS, City Council by Resolution No. 4, Series 2014, Resolution No. 21, Series 2016, adopted resolutions establishing a revolving loan program within the HPF to encourage landmark designations and rehabilitation of historic properties in the City of Louisville; and

WHEREAS, City Council by Resolution No. 17, Series 2019 merged pervious administrative provisions for grants, incentives and loans into a single resolution; and

WHEREAS, the City Council desires to amend Resolution No. 17, Series 2019 related to the available grant amounts for Historic Structure Assessments; and

WHEREAS, a core value of the City in the 2013 Comprehensive Plan promotes: "*A Connection to the City's Heritage . . . where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.*" and enhancing the allowed historic preservation incentives strengthens the City's connection to its heritage; and

WHEREAS, a second core value of the City in the 2013 Comprehensive Plan promotes: "*Unique Commercial Areas and Distinctive Neighborhoods . . . where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.*" and expanding the allowed historic preservations incentives will promote and strengthen the unique individual character of Louisville.

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

Section 1. Sections 7 and 12 of Resolution No. 17, Series 2019 are hereby amended and renumbered as follows (old text in ~~strike through~~ and new text underlined).

Section 7. Grant program to conduct structural assessments of eligible structures:

Prior to any structure being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code, ~~or~~ the establishment of a conservation easement, or approval of grants for preserving, restoring, rehabilitating, or protecting a landmark property, the property will undergo a building assessment to develop a preservation plan to establish priorities for the maintenance of the property.

a. At a regular meeting, the Commission shall review the building history, application, and other relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking under the criteria in § 15.36.050 of the Louisville Municipal Code. If probable cause is not found by the Commission, a building assessment grant will not be issued. If probable cause is found by the Commission, the owner of the property shall be eligible for a building assessment grant in an amount up to ~~$4,000~~ $7,500 for residential properties and ~~$9,000~~ $10,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment. A finding of probable cause is solely for purposes of action on the building assessment grant request, and does not guarantee any outcome at subsequent hearings by the Commission or City Council.

b. The maximum grant amounts may be increased up to $10,000 for residential properties and $15,000 for commercial properties upon a demonstration by the applicant that the additional grant amount is needed due to extraordinary circumstances relating to building size, condition, architectural details, or other unique conditions compared to similar Louisville properties.

c. The assessment shall be conducted by ~~a~~ qualified consultants ~~under contract with the City, or by a qualified consultant of the owner's choosing~~ that are approved by the City prior to commencing and assessment. The primary consultant must be an architect licensed in the State of Colorado, and unless waived by the Historic Preservation Commission for good cause, a structural engineer licensed in the State of Colorado must contribute to all pertinent parts of the assessment. Qualified consultants in other specialty areas, such as mechanical and electrical systems, should be utilized as needed for a thorough and complete assessment. ~~A qualified~~ The primary consultant ~~should~~ must have significant experience in the field of historic preservation and must be familiar with and able to apply The Secretary of the Interior's Standards for the Treatment of Historic Properties. ~~should be a practicing architect, engineer, planner, or similar profession. The City shall be provided a copy of any assessment for which grant funds are awarded.~~

d. The City shall establish minimum standards and a scope of work for assessments and make such available to the consultants prior to commencing the assessment. The City shall be provided a copy of any completed assessment for which grant funds are awarded and verify that the assessment meets the established standards and follows the scope of work prior to providing reimbursement of the grant funds awarded.

e. An exception to the requirement for a building assessment prior to landmarking or the establishment of a conservation easement may be granted by the Commission for good cause.

f. Owners of properties landmarked prior to City Council Resolution 2 Series 2014 who have not received grant funds for a structural assessment and are eligible to receive preservation grant funds through the resolutions in effect at the time of their landmarking approval may request building assessment grants in an amount up to ~~$4,000~~ $7,500 for residential properties and ~~$9,000~~ $10,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment.

Section 12. Maximum grant amounts, time limits, and procedures:

The maximum combined amount of incentive and grant funding from the HPF that any property may receive is limited to the following, unless additional funding is awarded following a finding of extraordinary circumstances as described further is this Resolution:

a. ~~$49,000~~ $52,500 per property for a residential structure with landmark status
   i. ~~$4,000~~ $7,500 structural assessment
   ii. $5,000 landmark incentive grant
   iii. $40,000 matching grant
b. ~~$209,000~~ $210,000 per property for a commercial structure with landmark status
   i. ~~$9,000~~ $10,000 structural assessment
   ii. $50,000 landmark incentive grant
   iii. $150,000 matching grant

PASSED AND ADOPTED this 1st day of April 2025.

____

Christopher M Leh, Mayor

ATTEST:

____

Genny Kline, Interim City Clerk

RESOLUTION NO 17
SERIES 2019

A RESOLUTION REPEALING RESOLUTIONS IMPLEMENTING THE HISTORIC PRESERVATION FUND BY REENACTING INTO A SINGLE RESOLUTION INCORPORATING ALL PREVIOUS RESOLUTIONS, PROVIDING UPDATES FOR THE RECENT BALLOT MEASURE, AND INCREASING CERTAIN INCENTIVES

WHEREAS, historic properties and buildings of character in the City of Louisville (the "City") are major contributors to the character and quality of life of our City; and

WHEREAS, the City Council, pursuant to the City Charter, established a Historic Preservation Commission to assist it in the preservation and landmarking of these properties, and

WHEREAS, when properties are locally landmarked they are preserved for future posterity and enjoyment and continue to contribute to the unique character of the City; and

WHEREAS, at the November 4, 2008 election, the voters approved Ballot Issue 2A to levy a one- eighth of one percent (1/8%) sales tax for purposes of historic preservation purposes within Historic Old Town Louisville through December 31, 2018, and

WHEREAS, at the November 2, 2010 election, the voters approved a Ballot Issue 2D to levy a permanent use tax of 3.50%, to supersede the City's then-current use tax, of which one-eighth of one percent (1/8%) of the use tax was dedicated to historic preservation purposes consistent with Ballot Issue 2A, and

WHEREAS, at the November 7, 2017 election, the voters approved a Ballot Issue 2F, which extended the expiration date of the temporary sales tax of one-eighth of one percent for historic preservation from December 31, 2018 to December 31, 2028, and

WHEREAS, City Council by Ordinances No 1544, Series 2008 and No 1743, Series 2017 imposed the tax approved by the voters, established the Historic Preservation Fund ("HPF"), and codified the financial incentives set forth within Ballot Issues 2A (2008), 2D (2010), and 2F (2017), and

WHEREAS, City Council by Resolution No. 20, Series 2009, Resolution No 20, Series 2010, Resolution No 2, Series 2012, and Resolution No. 2, Series 2014, adopted provisions related to the administration and uses of HPF, and established grant programs and incentives to assist property owners in the rehabilitation and restoration of historic properties and new buildings of character; and

WHEREAS, City Council by Resolution No 4, Series 2014, Resolution No. 21, Series 2016, adopted resolutions establishing a revolving loan program within the HPF to encourage landmark designations and rehabilitation of historic properties in the City of Louisville; and

WHEREAS, a core value of the City in the 2013 Comprehensive Plan promotes: "*A Connection to the City's Heritage where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and* *agricultural past.*" and enhancing the allowed historic preservation incentives strengthens the City's connection to its heritage; and

WHEREAS, a second core value of the City in the 2013 Comprehensive Plan promotes. "*Unique Commercial Areas and Distinctive Neighborhoods where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.*" and expanding the allowed historic preservations incentives will promote and strengthen the unique individual character of Louisville; and

WHEREAS, the City Council desires to increase the maximum amounts of certain Historic Preservation incentives to best serve the City's core values, and

WHEREAS, the City Council desires to update the provisions related to the City's Historic Preservation incentives and to merge all previous administrative provisions into this single Resolution.

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

Section 1. Historic Preservation Fund.

There exists a Historic Preservation Fund ("HPF") in the City of Louisville, as established by Ordinance 1544, 2008 and amended by Ordinance 1743, 2017

a. The HPF shall be funded by·
   i. Proceeds from the 1/8% sales tax established by 2008 Louisville Ballot Issue 2A and Ordinance 1544, Series 2008 and extended by Louisville Ballot Issue 2F and Ordinance 1743, Series 2017,
   ii. Proceeds from the allocation of 1/8% use tax for historic preservation, as established by Louisville Ballot Issue 2D and Ordinance 1575, Series 2010;
   iii. Private and public donations, bequests, grants and funding from other sources made to the City for historic preservation purposes,
   iv Interfund loans from the City of Louisville; if approved by ordinance; and
   v Earnings on such amounts as may be deposited in the HPF
b The City of Louisville Historic Preservation Commission (the "Commission") shall make recommendations regarding expenditures from the HPF, but final action shall by taken by City Council by resolution, provided that after January 1, 2019, any expenditure of funds outside historic Old Town Louisville is approved by the affirmative vote of not less than five members of the entire City Council. The HPF should be managed to achieve maximum preservation of historic structures and the character of historic Louisville.
c. The Commission shall submit an annual statement of goals and recommendations to City Council, and may supplement, modify or update this document throughout the year as necessary
d. As further detailed in the Sections below, the uses of the HPF shall be consistent with the following funds or purposes.

i. Administrative Funds,
ii. Contingency/Emergency Reserve Funds,
iii. Sales and Use Tax Proceeds to Support the Operations and Maintenance of the Louisville Museum Campus,
iv Acquisions Funds, and
v Incentives for Historic Preservation, to Preserve Character, and for New Construction, including grants and loans.

Section 2. Administrative Funds.

Administrative Funds shall be used for purposes consistent with the establishment of the HPF, and shall include, but not be limited to

a. Historical building surveys, other site surveys or reconnaissance-level or intensive-level historic and architectural surveys,
b Staff to support the Commission and City activities in administering programs funded by the tax, including, but not limited to, interns, preservation planners, staff to conduct research for demolition review functions by the Commission and to assist vendors in conducting historic preservation surveys, and other support staff;
c. Plaques or other designations to honor structures that are landmarked or add to the character of historic Louisville
d. Public outreach and education efforts; and
e. Funding of public-private partnerships for preservation of buildings of historic significance

Section 3. Contingency/Emergency Reserve Funds.

In the first year of the existence of the HPF, 20% of the funds of the HPF shall be placed in a Contingency/Emergency Reserve. On an annual basis, the Commission and City Council shall reevaluate how much should be allocated to this Reserve. These funds shall be accessed only for incentives or acquisitions that become necessary due to exigent circumstances, upon the recommendation of the Commission and approval of City Council. "Exigent circumstances" for purposes of this section shall mean that the Commission has determined, with concurrence of City Council, that without urgent action, significant damage will be done to the historic fabric or character of Louisville.

Section 4. Operation and Maintenance for the Louisville Museum Campus

As of January 1, 2019, no more than twenty percent (20%) of the net annual city fiscal year proceeds of the one-eighth percent sales and use tax for historic preservation shall be used or the operation and maintenance of the Louisville Museum Campus.

Section 5. Acquisitions Funds.

Use of Acquisition funds of the HPF shall include, but not be limited to

a. The purchase of historic properties or properties which contribute to the historic character of Louisville. These properties, if eligible, shall be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code and if not eligible, shall have a conservation easement placed upon them to preserve the outside appearance of the structure or other historical attributes of the structure or site. Prior to the purchase of any property, a financial risk analysis shall be conducted, although City Council may base its approval on considerations other than financial. The City may perform any restoration or rehabilitation work necessary on properties the City acquires, subject to availability of funds therefor, and may then sell the properties unless retained for a municipal purpose. A conservation easement for historic preservation purposes may be placed on the property prior to or in connection with any sale. Any loss and any costs resulting from the acquisition, rehabilitation and sale of the property shall be charged to the HPF, while any profits shall be deposited to the HPF, and
b The purchase of conservation easements to protect the appearance of structures that contribute to the character of historic Louisville. Easements funded by the City may be held solely by the City or jointly with another governmental entity or a third-party non-profit preservation organization.

Section 6. Loan Program Funds

All loans shall be funded solely from those funds held within the HPF for such purposes, and all loans shall be expressly contingent upon the availability of funds.

Section 7 Grant program to conduct structural assessments of eligible structures.

Prior to any structure being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code or the establishment of a conservation easement, the property will undergo a building assessment to develop a preservation plan to establish priorities for the maintenance of the property

a. At a regular meeting, the Commission shall review the building history, application, and other relevant information to determine whether there is probable cause to believe the building may be eligible for landmarking under the criteria in § 15.36 050 of the Louisville Municipal Code. If probable cause is not found by the Commission, a building assessment grant will not be issued. If probable cause is found by the Commission, the owner of the property shall be eligible for a building assessment grant in an amount up to $4,000 for residential properties and $9,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment. A finding of probable cause is solely for purposes of action on the building assessment grant request, and does not guarantee any outcome at subsequent hearings by the Commission or City Council.
b. The assessment shall be conducted by a qualified consultant under contract with the City, or by a qualified consultant of the owner's choosing. A qualified consultant should have significant experience in the field of historic preservation and should be a practicing

architect, engineer, planner, or similar profession. The City shall be provided a copy of any assessment for which grant funds are awarded.

c. An exception to the requirement for a building assessment prior to landmarking or the establishment of a conservation easement may be granted by the Commission for good cause.
d. Owners of properties landmarked prior to City Council Resolution 2 Series 2014 who have not received grant funds for a structural assessment and are eligible to receive preservation grant funds through the resolutions in effect at the time of their landmarking approval may request building assessment grants in an amount up to $4,000 for residential properties and $9,000 for commercial properties. Such grants shall be used solely to offset a portion or all of the cost of conducting the building assessment.

Section 8. Residential grants for preserving, restoring, rehabilitating, or protecting landmarked property.

For a period of 36 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code the owner of the property shall be eligible for a grant from the HPF in the amount of up to $45,000 for residential structures.

Grants may be approved under any of the following categories, however grant funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

a. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
b **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
c. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

The first $5,000 of the grant will be an unmatched incentive grant as a landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. The remaining $40,000 shall be conditioned based on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services for approved work based on the completed structural assessment and deemed eligible for a grant from the HPF Eligible work will fall under the preservation, rehabilitation, or restoration categories described above.

Applicants must complete the work covered by any grants and submit their reimbursement requests within 60 months of the landmark declaration. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee consisting of a designated staff person and two randomly selected members of the commission. If the request for timeline extension is not approved unanimously, the request forwarded to the full commission for consideration at a public meeting.

Section 9 Commercial grants for preserving, restoring, rehabilitating, or protecting landmarked property·

For a period of 36 months from when a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code the owner of the property shall be eligible for a grant from the HPF in the amount of up to $200,000 for commercial structures. The grant timeframes may be extended based on the procedures in Sec. 6 below

Grants may be approved under any of the following categories, however grant funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

a. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
b **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
c. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

The first $50,000 of the grant will be an unmatched incentive grant as a landmark bonus. Owners of a landmarked property will be eligible for this grant following the signing of the landmark and grant agreements. The remaining $150,000 shall be conditioned based on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services for approved work based on the completed structural assessment and deemed eligible for a grant from the HPF Eligible work will fall under the preservation, rehabilitation, or restoration categories described above.

Applicants must complete the work covered by any grants and submit their reimbursement requests within 60 months of the landmark declaration. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee consisting of a designated staff person and two randomly selected members of the commission. If the request for timeline extension is not approved unanimously, the request will be forwarded to the full commission for consideration at a public meeting.

Section 10. Residential new construction grants.

Owners of landmarked property on which additions to existing residential structures are proposed are eligible for matching grants of up to $15,000 for new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.

Section 11 Commercial new construction grants.

Owners of landmarked property on which new commercial structures or additions to existing commercial structures are proposed are eligible for grants of up to $75,000 for new commercial construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, preserves pedestrian walkways between buildings, and protects the historic integrity of the property and its environment by differentiating new work from the old. Qualifying new construction must limit building height to two stories or match the existing height of the historic building if more than two stories, and have a floor area ratio (FAR) 20% below what is allowed by zoning.

Section 12. Maximum grant amounts, time limits, and procedures

The maximum combined amount of incentive and grant funding from the HPF that any property may receive is limited to the following:

a. $49,000 per property for a residential structure with landmark status
   i. $4,000 structural assessment
   ii. $5,000 landmark incentive grant
   iii. $40,000 matching grant
b $209,000 per property for a commercial structure with landmark status
   i. $9,000 structural assessment
   ii. $50,000 landmark incentive grant
   iii. $150,000 matching grant
c. $15,000 matching grant for eligible new residential construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, and protects the historic integrity of the property and its environment by differentiating the new work from the old. Qualifying new construction must maintain the existing height of the historic structure over the first 1/3 of the overall structure and have a floor area ratio (FAR) 10% below what is allowed by zoning.
d. $75,000 grant for eligible new commercial construction that, beyond mandatory requirements, substantially limits mass, scale, and number of stories, preserves setbacks, preserves pedestrian walkways between buildings, and protects the historic integrity of

the property and its environment by differentiating the new work from the old. Qualifying new construction must limit building height to two stories or match the existing height of the historic building if more than two stories, and have a floor area ratio (FAR) 20% below what is allowed by zoning.

To be considered for incentives funding, the owner must complete an application and submit it to the Commission, together with sufficient building plans, if appropriate. Applications may be submitted at any time. Applications shall initially be reviewed by Commission staff, followed by a recommendation to the Commission. The Commission shall make a recommendation to City Council for final action. Any recommendation by the Commission may be to grant some, all or none of the requested incentives. If the Commission recommendation is to grant the requested incentives in whole or part, it shall also forward recommendations regarding the terms of an agreement which must be met for receipt of the incentives. All recommendations are subject to approval, rejection and/or modification by City Council, and City Council may return recommendations for further information or review All incentives are subject to budgetary requirements and considerations, including review of amounts currently and foreseeably available in the HPF and appropriation in the discretion of City Council. Additions to existing structures may qualify for incentives if so recommended by the Commission and approved by City Council.

a. Applications for incentive and grant funds must be received by the Planning Department within 36 months of the date a property is declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code.
b. Reimbursement requests for completed work approved for grant funding must be received within 60 months of a property being declared a landmark pursuant to Chapter 15.36 of the Louisville Municipal Code.
c. These grant limitations described above may be exceeded upon recommendation of the Commission and approval by City Council upon a showing of extraordinary circumstances relating to building size, condition, architectural details, or other unique condition compared to similar Louisville properties. Any grant exceeding the above limitations shall be conditioned on the applicant matching at least one hundred percent (100%) of the amount of the grant with expenditures or an equivalent value of approved in-kind services that are integral to the project that is deemed eligible for a grant from the HPF
d. Upon a showing of good cause, the above timeline may be extended with approval of a subcommittee of the Historic Preservation Commission consisting of a designated staff person and two randomly selected members of the Commission. If the request for timeline extension is not approved unanimously, the request will be forwarded to the full Commission for consideration at a public meeting.
e. Any time extensions due to extraordinary circumstances that exceed the 36 month cap for grant applications or the 60 month cap for reimbursement requests may require an update to the existing Historic Structure Assessment described in Section 1 if the necessary work has changed in that time period or if the applicants are proposing work not identified in the Historic Structure Assessment. If deemed necessary, this update will be completed at the expense of the applicant.

f. Owners of properties landmarked prior to enactment of this resolution shall have access to the grant funds available through the resolutions in effect at the time of landmarking approval. Such owners may also apply for additional grants through the extraordinary circumstances process described above.
g. The Commission will review all grant applications and make recommendations to the City Council for approval or disapproval. The City Council may approve, deny, or return a proposal to the Commission for further information.
i. Grants may be given in installments upon the satisfactory completion of portions of the project, or given in total upon the satisfactory completion of the project. Conditions for the satisfactory completion of the project shall be given when the grant is awarded. Grants maybe revoked if the conditions are not met. Grants given prior to the beginning of a project may be given only in suitable situations, as recommended by the Commission and approved by City Council, including approval by not less than five members of City Council for grants outside Old Town Louisville.
h. An applicant may request that the value of stabilization, restoration or preservation work completed on the structure prior to landmarking be considered as a credit against the matching requirement of this Section. Credit for such previously completed work is at the discretion of the City Council. Credit may only be considered under the following circumstances.
   i. Only work completed within five years prior to the effective date of landmarking may be considered for potential credit against the matching requirement.
   ii. The work previously performed was for stabilization, restoration, or preservation of the historic structure. No landscaping or site work may be considered for potential credit against the matching requirement. No interior work, except for structural work, sensitive upgrading of mechanical, electrical, and plumbing systems, and other code-required work to make the property functional, may be considered for potential credit against the matching requirement.
   iii. Consideration for credit against the matching requirement may only be given to costs of previously completed work which is documented by paid receipts or invoices. The applicant shall provide the City with complete copies of all such receipts or invoices together with proof of payment, and shall also provide any available supporting documentation upon City request. The request for consideration of previously completed work shall also be accompanied by applicant's written certification that the work for which credit is requested was completed and the costs thereof were incurred and paid, and that the information in such request is true and accurate to the best of applicant's knowledge and belief. The value of in- kind services completed by the applicant shall not be considered.
   iv The amount of credit given for any previously completed work shall be determined by the City Council with input from the Commission, considering such factors as the nature, extent and useful life of the work, the time it was completed, the appreciated or depreciated value of the work, and such other factors as determined relevant.

Section 13. Incentive grants to encourage conservation easements on properties which contribute to the character, historical or architectural merit in Downtown Louisville and which are not eligible to be landmarked.

a. For a period of 18 months from when a property is designated by the City Council as a structure of merit, the owner of the property shall be eligible for a grant from the HPF in the amount of up to $50,000 These grants are available for·
   i. Preserving, rehabilitating, restoring or protecting the property
      i. **Preservation** is the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
      ii. **Rehabilitation** is the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
      iii. **Restoration** is the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.
   ii. Offsetting costs of preserving the structural merit of a building that is being expanded pursuant to Sections 17 16.280 and 17.28 050 of the Louisville Municipal Code.

b. Grant funding may only be expended for the activities listed in this section for those portions of a property designated to be a structure of merit.

Section 14. Creation of a Revolving Loan Program.

a. There is hereby established within the HPF a revolving loan fund program, utilizing funds from the HPF as supplemented by private and public donations and grants, interfund loans, and any other appropriate sources of funds, all as from year-to-year appropriated for such purposes.

b The historic preservation revolving loan program shall be used to provide low-interest loans for the purposes of preservation, restoration, rehabilitation and protection of properties which are landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code or subject to a conservation easement to preserve the character of historic Louisville.

c. The City Manager is authorized to issue requests for proposals and enter into contracts for entities to administer the loans from this program.
d. City staff and the Commission shall develop applications, informational brochures and other materials necessary to develop and administer the revolving loan program. The City Manager is authorized to adopt written rules for the administration of the loan program, the provisions of which shall be consistent with Ballot Issues 2A, 2D and 2F and City ordinances and resolutions.

Section 15. Loans from the Revolving Loan Fund.

Loan requests applications shall be submitted to City staff and shall be reviewed by the Commission at a public meeting. The Commission shall provide its recommendation on the application before final action is taken by City Council. Final action on loans awarded to property outside historic Old Town Louisville shall be approved by not less than five Council Members.

Loan requests applications may be submitted and considered in conjunction with grants from the Historic Preservation Fund, respecting the grant limitations established herein. The Commission may recommend a mixture of loans and grants from the HPF even if the applicant requested only one type of assistance, and also may recommend one type of assistance where a mixture is requested. City Council may also decide to approve any one or a mixture of loans and grants regardless of the number or types of assistance requested in the request application. A mixture of loans and grants awarded to property outside historic Old Town Louisville shall be approved by not less than five Council Members.

Loans shall be in an amount of at least $2,500 There is no specific loan limit established in this Resolution, but the Commission and City Council shall consider the following in setting an amount:

a. Current amount of funds in the HPF and the needs of other projects,
b The necessity of the work to be performed for the preservation or rehabilitation of the structure and how the proposed work fits into the overall preservation plan for the structure;
c. The availability of other funding sources.

Interest rates shall be equal to 2% below the Wall Street Journal Prime Rate as reported on the date of city acceptance of a complete application, not to go below 1%. The interest rate may be increased or decreased by City Council at the time of initial approval upon a showing of extraordinary circumstances. Any fees for loan processing shall also be established at the time of the award. The loan repayment schedule shall also be established at the time of the award, provided, however, that all loans shall include a due-on-sale clause providing that any outstanding balance on the loan shall be paid in full upon sale or transfer of the property

In connection with the processing of loan requests, the City may require such information as is reasonably necessary to determine the state of title to and encumbrances upon the subject property, the creditworthiness of the proposed borrower(s), and other matters relevant to loan award and repayment criteria. The City or loan program administrator may require applicants provide written consents to obtain such information.

Receipt of any loans, grants or other incentives shall require that the structure be landmarked pursuant to Chapter 15.36 of the Louisville Municipal Code, or if not eligible for landmarking, that the owner grant the City a conservation easement to preserve the outside appearance of the structure or other historic attributes of the structure or site.

Loan funds may not be used for interior improvements other than for protection, stabilization, or code-required work.

Loans may be approved under any of the following categories.

a. **Preservation**. the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property as they now exist. Approved work focuses upon the repair of exterior historic materials and features rather than extensive replacement and new construction.
b **Rehabilitation**. the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate.
c. **Restoration.** the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time. Approved work focuses on exterior work and includes the removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Section 16. Repeal and Reenactment; Effective Date.

As of May 21, 2019, Resolutions No 20, Series 2009, No. 20, Series 2010, No 2, 2012, No 2, 2014, No. 4, 2014, and No. 21, 2016 are hereby repealed and reenacted by this Resolution No 17, Series 2019 Resolutions No. 20, Series 2009, No. 20, Series 2010, No 2, 2012, No 2, 2014, No 4, 2014, and No 21, 2016 are still in effect for any incentives approved or any final actions taken prior to May 21, 2019

PASSED AND ADOPTED this 21st day of May, 2019

Robert P Muckle, Mayor

ATTEST

Meredyth Muth, City Clerk

CITY OF LOUISVILLE SEAL COLORADO

City of Louisville
COLORADO • SINCE 1878

Historic Preservation Commission Meeting Minutes

Monday, December 16, 2024
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – 6:30 PM
Roll Call was taken and the following members were present:

Commission Members Present:	Lynda Haley, Chair Christine Burg, Vice Chair Josh Anderson Marty Beauchamp Gary Dunlap Keith Keller Sloan Whidden
Staff Members Present:	Rob Zuccaro, Director of Community Development Emily Cline-Gibson, Planner II Ben Jackson, Planning Clerk

Approval of Agenda
The agenda was approved by voice vote.

Public Comments on Items Not on the Agenda
None were heard.

Public Hearing Items

a) **833 LaFarge Avenue** – Probable Cause

Staff Findings:
Cline-Gibson introduced the presentation for the probable cause application. She noted that the home was approximately 77 years old, had unusual architectural features due to its past usage as a church, and had a strong social significance. It met all requirements for a probable cause finding.

Staff Recommendation:
Staff recommended a finding of probable cause.

Commissioner Questions of Staff:
None were heard.

Applicant Presentation:
Andy Johnson, resident, from DAJ Design, spoke to the history of the property.

Questions of Applicant:
None were heard.

Public Comment:
None were heard.

Commissioner Discussion:
Dunlap said he was pleased to see it on the agenda, and thought that it would be a great addition to the City's landmarked properties.
Haley agreed, and noted that it satisfied all criteria.
Beauchamp noted that there had been some changes, but he thought that it qualified on the social criteria alone. He did not think that the architecture was unique, but he was supportive of the application.

Motion to approve finding of probable cause was moved by **Whidden** and seconded by **Beauchamp**. The motion was adopted by a vote of 7 to 0.

b) 1237 Grant Avenue – Probable Cause

Whidden recused herself from this item as the applicant was a family member.
Staff Findings:
Cline-Gibson introduced the presentation for the probable cause application. The property was approximately 76 years old, in the minimal traditional style, and had a long term ownership and connection to immigration history.

Staff Recommendation:
Staff recommended a finding of probable cause.

Commissioner Questions of Staff:
None were heard.

Applicant Presentation:
Rosemary Kavanagh-Whidden, resident, had met past owners before they passed, and spoke to the history of their connection to the property.

Questions of Applicant:
None were heard.

Public Comment:
None were heard.

<u>*Commissioner Discussion:*</u>
Beauchamp said that this was a very straight forward application, and that he was in support.
Anderson noted his interest in the continuous female ownership since construction.
Burg noted the lack of physical change, and said that it met all of the criteria.
Haley said that there were fewer post WWII properties landmarked in that area, and thought that this house would be a welcome addition.

Motion to approve the finding of probable cause was moved by **Dunlap** and seconded by **Keller**. The motion was adopted by a vote of 6 to 0 with **Whidden** recused.

Discussion Items

a) HSA Process and Grant Funds

<u>*Staff Presentation:*</u>
Zuccaro introduced the presentation on updates to the HSA process. He covered the history of the grant process, the purpose of the process, HSA procedures and scope of work, and why staff felt that change was needed. He provided a list of questions for Commissioners to discuss.

<u>*Public Comment:*</u>
Andy Johnson, resident, DAJ Design, pooled with **Josh Johnston**, resident, and **Michelle Frieswyk-Johnson**, resident, noted his history with the HSA process. He showed the results from an audit of HSAs conducted by his business, DAJ Design, and the costs associated with them. He said that the grants were not large enough to cover the costs of residential assessments, though they were largely on par for commercial properties. He suggested modest increases to the grant amounts, and that there be a provision for exceptional circumstances where the grants could be increased for more complicated assessments. He also suggested that all HSAs be documented and catalogued at the library.

<u>*Commissioner Discussion:*</u>
Haley asked about the list of qualified professionals the City provided to applicants who were interested in the HSA process.
Zuccaro said that they had not updated the list in a long time, and noted that typically applicants came to them after they had already started working with an architect.
Haley asked how often HSAs were sent back for more information.
Zuccaro said he was not sure, but thought that it had been at least a few years since this last happened.
Beauchamp asked how often the HSA process was used to successfully landmark a property.
Johnson said that they were able to complete them around 30% of the time, though were expecting to get to around 60%.
Anderson noted that the 30% figure was likely low due to the number of recently completed HSAs that had yet to get to the landmarking stage.

Zuccaro added that staff typically encouraged applicants for demolition review undertake an HSA, so that there would at least be a record of the history of the structure before it was demolished.
Dunlap said that the process was not straightforward for those who wanted an HSA simply so they could landmark their property. He also agreed that the completed HSAs should be saved with the library. He was concerned that only 3 landmarks were created by the Commission in 2024, and though that this number ought to be far higher.
Zuccaro noted that some applicants were hesitant about landmarking for fear that they could lose the ability to redevelop their property.
Dunlap noted that these people tended not to start the HSA process at all.
Anderson asked whether there should be any size considerations for the HSA grant amounts. He also suggested that the City should require a licensed architect conduct the HSA, or to at least have the City interview the proposed assessor.
Anderson suggested that staff could send out an exit questionnaire after the probable cause hearing to ask the applicants what they were interested in doing after the completion of the HSA.

Zuccaro asked the Commissioners if they wanted to move forward with increasing the HSA grant amounts, and if they wanted to make changes to the program like requiring a structural engineer or allowing for extra funds for extraordinary circumstances.
Anderson asked how many HSAs had been completed without a structural engineer.
Zuccaro said that all HSAs in the last two years had used a structural engineer. He suggested that they could require a structural engineer as a base line, but allow applicants to request a waiver to not require one.
Anderson thought that this would be a good way to approach it.
Dunlap noted that people who only intended to go through the HSA process so they could landmark their properties may not need or want a structural engineer.
Beauchamp felt that both a licensed architect and a structural engineer should be involved in the process.
Haley said that more people might be willing to work on HSAs if the grants were more commensurate with the costs and time needed to complete them.
Whidden agreed, and wanted to see a staff proposal for an increase to the grant amounts. She also noted that some people may lose interest in the process due to the time and energy required to complete it.
Burg agreed that there was a need to increase these grant amounts, and thought that the HSA grants should be addressed first.
Johnson said that the reimbursement process had never been an issue or barrier from their experience. He added that he felt that a structural engineer was critical to the process.
Zuccaro noted that an applicant could skip the HSA process and move straight to landmarking if they wanted to.
Dunlap asked whether any changes to the grant amounts would have to go before voters.
Zuccaro said no, it would be up to Council instead.
Zuccaro also suggested that staff could send the completed HSAs to Commissioners so that they could see them.

b) Annual Work Plan 2024 Review

Staff Presentation:

Cline-Gibson introduced the presentation on the review of the 2024 work plan. She explained what had been completed over the course of 2024, and what they had not been able to get done.

Commissioner Discussion:

There was a discussion about the previous plan to create a new online map of the landmarked and historic properties in Louisville that could better convey the stories of these buildings than the maps currently on the website.

Burg spoke about the progress on updates to the Commission's bylaws, and said that they should be ready for review some time in 2025.

Items from Staff

Cline-Gibson provided an update on the subcommittees' action, and noted that the next meeting date had been moved to January 27, 2025 due to the public holiday on the 20th.

Updates from Commission Members

There was an acknowledgment that this was **Dunlap's** last meeting as a member of the Commission.

Adjournment

Motion to adjourn was moved by **Burg**, seconded by **Beauchamp**, and adopted by voice vote. The Commission adjourned at 8:11pm.

City of Louisville
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Historic Preservation Commission Meeting Minutes

Monday, February 24, 2025
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – 6:30 PM
Roll Call was taken and the following members were present:

Commission Members Present:	Lynda Haley, Chair Christine Burg, Vice Chair Josh Anderson Marty Beauchamp Keith Keller Sloan Whidden Talbot Wilt
Staff Members Present:	Rob Zuccaro, Director of Community Development Emily Cline-Gibson, Planner II Ben Jackson, Planning Clerk

Approval of Agenda
The agenda was approved by voice vote.

Approval of Posting Locations
Motion to approve the posting locations was moved by **Beauchamp**, seconded by **Whidden**, and adopted by voice vote.

Election of Officers
Motion to elect Lynda Haley as Chair and Christine Burg as Vice Chair was moved by **Beauchamp**, seconded by **Anderson**, and adopted by voice vote.

Public Comments on Items Not on the Agenda
Eric Hartronft, resident, wanted to provide the Commission with an update on the grain elevator. He spoke about the newly planned development, and the plans to preserve the historic aspects of the site. He said that he looked forward to bringing this before the Commission at a later date.

Ross Bowie, resident, was representing the new ownership of the grain elevator. He said that they wanted to find ways to give the City access to the site, and to find a way to repurpose the building.

Public Hearing Items

a) 509 LaFarge Avenue: Landmark, Alteration Certificate, and Grants

Staff Findings:
Cline-Gibson introduced the presentation for the landmark, alteration certificate and grants. She noted that there had been relatively little change aside from a rear addition and porch. The house was approximately 115 years old, and had been moved from Superior to Louisville in 1943. It had a strong connection to Louisville's mining and French immigration history. She said that the proposed changes for the alteration certificate would have minimal impact on the historical aspects of the property. The preservation and restoration grant request was for an amount of $40,000, and staff found that the proposed work qualified for the grant aside from the replacement roof shingles. Staff also found that the new construction grant request for $15,000 met all criteria.

Staff Recommendation:
Staff recommended approval of Resolution 1, Series 2025, Resolution 2, Series 2025, and Resolution 3, Series 2025, covering all grants to a total of $55,000.

Commissioner Questions of Staff:
Burg asked when the rear addition was added to the house.
Cline-Gibson said that she was not sure, but believed it was after the house was moved in 1943.

Applicant Presentation:
Erik Weissenberger, resident, said that he had moved to the house in 2005, and spoke about what they were looking to get out of the changes to the house. He said that the addition might have been present by 1948 from the photos.

Peter Stewart, resident, was the architect. He said that the addition was built between 1943 and 1948. He spoke about the design process for the proposed changes, and how they came to their proposed design.

Questions of Applicant:
Anderson asked about past window replacements.
Stewart said that they were completed by previous owner, and that they were a kind of Anderson clad window. They intended to replace them with a more historically accurate double hung window design.
Anderson asked about the materials they planned to use for the windows.
Stewart said they were planning on using wood for both the interior and exterior.
Beauchamp asked whether they were planning to replace the existing siding on the sides of the property to match the siding on the front.

Stewart said yes, and that this would help to restore the original design of the house.
Haley wanted to note that the extension was slightly offset from the original building.
Wilt asked about the position of the bump out, and why it was in the middle of the house. Had some concern about the amount of change to the rear two thirds of the house.
Stewart said that the location was due to the desire to preserve a large tree that would otherwise have to be removed.

Public Comment:
None were heard.

Commissioner Discussion:
Haley suggested the Commission break the discussion into three sections, one for each resolution.

On the landmarking application:
Burg said that the property met all criteria for landmarking.
Beauchamp agreed, and felt that it would be cool to keep it.

Motion to approve Resolution 1, Series 2025, was moved by **Burg** and seconded by **Whidden**. The motion was adopted by a vote of 7 to 0.

On the alteration certificate:
Beauchamp noted the language from the energy code on alteration certificates, particularly on the roofline and plane.
Stewart said that they planned on using spray foam in the corners, but otherwise would not have an issue installing insulation in the roof.
Beauchamp said that he liked transition in siding orientation.
Burg said the addition would not overpower the original house.
Anderson appreciated that the original window designs on the front third were to be retained.
Beauchamp asked whether there would be a smaller profile siding on the sides and a larger profile on the front.
Stewart said that this was a change made in the 1960s around the same time the front porch was added.
Haley noted that the changes to the roofline would not be visible from the street.
Anderson said that he had no issues with the changes given it was not on a corner lot.
Wilt noted that addition would not impact the historic structure.
Haley said that it was clear a lot of thought had gone into preservation in the design.

Motion to approve Resolution 2, Series 2025 was moved by **Burg** and seconded by **Whidden**. The motion was adopted by a vote of 7 to 0.

On the grant request:
Beauchamp said that he had no issue with the grant amount, and said that it all seemed appropriate.

Burg agreed, and said that she was in support.

Motion to approve Resolution 3, Series 2025, was moved by **Beauchamp** and seconded by **Whidden**. The motion was adopted by a vote of 7 to 0.

Discussion Items

a) HSA Grant Amount Increase

Staff Presentation:
Zuccaro introduced the presentation for the discussion on changes to the HSA grant process. He said that the proposed changes were for HSA grants specifically. He went over history of the grant program, then covered proposed increases to HSA grants, and for the introduction of an extraordinary circumstances criteria that would allow for higher grants. He covered other changes such as to who would be able to conduct HSA and what needed to be included.

Commissioner Questions of Staff:
Anderson asked whether the requirements for structural engineers was geared more towards commercial structures.
Zuccaro said that it would most likely be for commercial projects, but could be for either.
Haley said that she appreciated the requirement for 2 bids for extraordinary circumstances.
Beauchamp thought that these changes were long overdue, and suggested they should revisit it every few years. He thought that the grant amounts were reasonable.
Wilt said that the amounts were reasonable and that they had been overdue for change.
Anderson said that he liked the changes to the grant amounts, and said that he would be hesitant to ever use the extraordinary circumstances, but appreciated that it was an option.
Beauchamp spoke about the difficulty there would be in finding two competing HSA bids.
Zuccaro said that the reason for this was to try and reduce the overall cost on an extraordinary circumstances request.
Haley suggested a potential scenario where this could be necessary.
Zuccaro said that they could use alternative language where the Commission could potentially ask for a second bid if necessary rather than requiring it.
Haley on whether it had ever been requested before.
Zuccaro said no, but there had been one case where the grant did not cover the total cost of the HSA.
Haley wondered whether more people would have extraordinary circumstances if they opened this up as an option.

Public Comment:
Andy Johnson, resident, thought changes proposed were great. He spoke about the past costs of HSAs that his company has conducted in the City, and the billing rates. He suggested that the building type also be considered in extraordinary circumstances, like building materials, etc. He agreed that finding a second bid would be very difficult. He spoke to what he thought would count as extraordinary circumstances.

Commissioner Discussion:
Haley thought that the staff review prior to the awarding of the grant was really important, and agreed that they should consider updating the requirements.
Zuccaro noted that the staff review was only surface level, and that they were not positioned to identify whether specific aspects were missing details, for example.
Haley suggested that they could produce some sample HSAs to use as a template.
Zuccaro said that staff wanted to send out all of the completed HSAs to Commissioners, and noted that they had not been seeing a big range in quality in the completed HSAs.

The consensus amongst Commissioners was that proposed amounts were appropriate, and that the other requirements were good. On the extraordinary circumstances, Commissioners generally felt that there were very few buildings in Louisville to which it could be applied, so they did not feel it would be overused. They also agreed that there should not be a requirement for two bids, as this would be too difficult and onerous for applicants to obtain.

Motion to recommend the proposed changes to Council with the language on the two bids removed was moved by **Burg**, and seconded by **Beauchamp**. The motion was adopted by a vote of 7 to 0.

b) May Landmark Ceremony Date

Staff Presentation:
Cline-Gibson introduced the presentation on the landmarking ceremony. She said that the discussion tonight was to determine the date for the 2025 ceremony. She covered some previous dates it had been held, and suggested some dates for the 2025 ceremony.

Commissioner Discussion:
Burg suggested that a date in mid or early may would work best due to the end of the school year at the end of May.
Haley suggested that it should be held mid-week.

The consensus amongst Commissioners was for it to be held on Wednesday May 14, with the date to be confirmed pending a check for any other conflicts.

Items from Staff
Cline-Gibson went over the proposed meeting dates for 2025.

Updates from Commission Members
None were heard.

Adjournment
Motion to adjourn was moved by **Anderson**, seconded by **Burg**, and adopted by voice vote.
The Commission adjourned at 8:03pm.

City of Louisville

Resolution 24, Series 2025
HSA Grant Update

City Council: April 1, 20205

City of Louisville

04/01/2024

1

Evolution of Grant Program

2002 – HPC Established → 2005 – Historic Preservation Ordinance → 2008 – Sales Tax and Fund Established → 2009 – Fund Structure
- Admin
- Incentives
- Acquisitions
- Contingency

→ 2010 – Grant Program 1.0
- $1,000 Incentive
- $5,000 Grant
- Predevelopment studies

Modern Era

2012 –Grant Program 2.0
- Commercial Incentives/Grants
  $250,000
  $6,000 HSA – MUST BE LANDMARKED
- Residential Incentives and Grants
  $21,000
  $900 HSA – MUST BE LANDMARKED

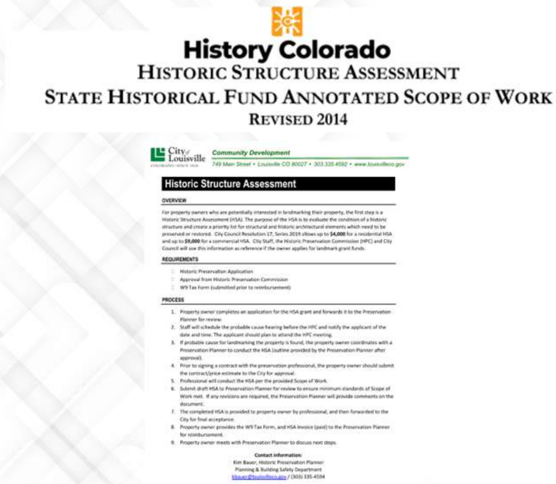
→ 2014 – Allowed HSAs prior to landmarking → 2019 –Grant Program 3.0
- Commercial Incentives/Grants
  $275,000
  $9,000 HSA – PRIOR TO LANDMARKING
- Residential Incentives and Grants
  $ 60,000
  $4,000 HSA – PRIOR TO LANDMARKING

City of Louisville

12/16/2024

2

HSA Procedure and Scope of Work



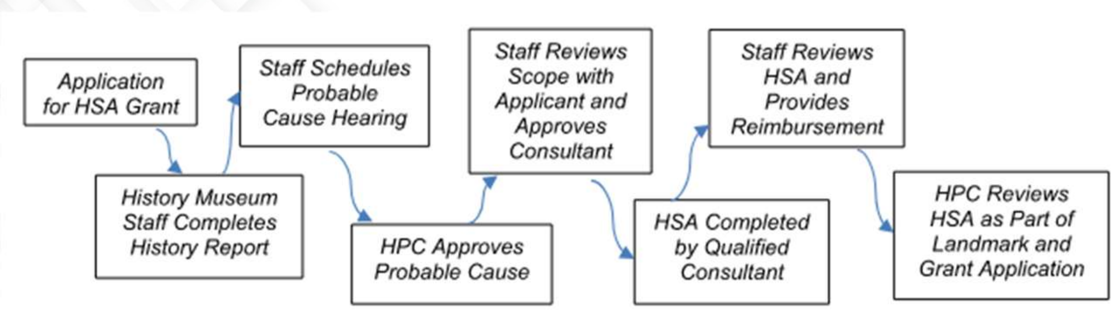
1. Introduction
2. History and Use
3. Structure Condition Assessment
4. Analysis and Compliance
5. Preservation Plan
6. Photographs and Illustrations
7. Bibliography
8. Appendices (e.g. historical building plans, designs)

City of Louisville

12/16/2024

3

HSA Procedure and Scope of Work



City of Louisville

12/16/2024

4

HPC HSA Review

- December 16, 2024 HPC Meeting – Reviewed HSA Grant Program and Provided Staff Direction
  - ✓Background on evolution of HPC, funding, grants, and HSAs.
  - ✓Summary of HSA process and standards
  - ✓Example HSAs from 2023 and 2024
- February 24, 2025
  - ✓Reviewed draft resolution and recommended approval with one amendment that has been incorporated into Council draft.

City of Louisville

12/16/2024

5

Proposed Changes to HSA Program

- Increase Residential Grant from $4,000 to $7,500
- Increase Commercial Grant from $9,000 to $10,000
- Provide Potential Increase for Extraordinary Circumstances
  - ✓ *Building size, condition, architectural details or other circumstance in relation to comparable Louisville property.*
  - ✓ *Residential up to $10,000 and Commercial up to $15,000*
- Specify HSA Completed by Licensed Architect with Historic Preservation Experience
- Require Licensed Structural Engineer to Contribute and Encourage Other Expertise Such as Mechanical and Electrical Engineers
- Add to Code Current Practice of Establishing Standard Scope of Work and Staff Review Prior to Awarding Funds

City of Louisville

12/16/2024

6

Staff Recommendation

- Staff Recommends Approval

City of Louisville

12/16/2024

7