

City Council

Study Session Agenda

January 13, 2015
Library Conference Room
951 Spruce Street
7:00 PM

- | | | |
|-----------------------|-------------|---|
| 7:00 p.m. | I. | Call to Order |
| 7:00 p.m. – 7:45 p.m. | II. | Discussion – Revitalization Commission |
| 7:45 p.m. – 8:00 p.m. | III. | Discussion – Purchasing Policy Limits |
| 8:00 p.m. – 8:30 p.m. | IV. | Discussion - Budget Follow Up |
| 8:30 p.m. – 8:35 p.m. | V. | City Manager’s Report
a. Advanced Agenda |
| 8:35 p.m. – 8:40 p.m. | VI. | Identification of Future Agenda Items |

**SUBJECT: ANNUAL REPORT – LOUISVILLE REVITALIZATION
COMMISSION**

DATE: JANUARY 13, 2015

PRESENTED BY: AARON DEJONG, ECONOMIC DEVELOPMENT

LIST HIGHLIGHTS AND SUCCESSES OF THE PAST YEAR:

2014 was the year the LRC became revenue positive. All borrowing from the City to start up and operate the Commission has been paid back. With unencumbered revenues being realized for future years, this allows us to start thinking more proactively about encouraging revitalization through investment.

The LRC completed the issuance of the \$4,500,000 TIF Bond to facilitate major public infrastructure upgrades south of Griffith Street. This includes extending Cannon Street, new water, stormwater, and wastewater infrastructure, regional detention, and a park area. Facilitating the redevelopment of this area has been 10 years in the making and we are proud to see it moving towards approval and completion.

Redevelopment along South Boulder Road also began in 2014 with the Alfalfa's grocery store and adjacent retail building being completed for the public to enjoy. The LRC assisted with public infrastructure in the project.

WHAT WORKED WELL FOR YOUR BOARD THIS PAST YEAR?

The Commission enjoyed constructive interaction with City Staff regarding the development projects being facilitated by the TIF bonds and development proposals within the Urban Renewal Area.

The support the LRC receives from City Staff is very important to advance the redevelopment efforts by the Commission. Their knowledge of public infrastructure, financing, and agreement structure has helped advance projects.

The interactions with City Council were constructive for 2014 and it is expected to continue. The projects the Commission has been working on have been part of the City's vision since the beginning of the Urban Renewal Area, and City Council has supported our efforts. Having the Mayor's presence on the Commission has been invaluable to help reinforce the synergy between the LRC's mission and the City's vision for the area.

WHAT DID NOT WORK WELL FOR YOUR BOARD THIS PAST YEAR?

The group dynamic was good for 2014. Decisions were made and issues resolved in a professional manner.

SUBJECT: LOUISVILLE REVITALIZATION COMMISSION

DATE: JANUARY 13, 2015

PAGE 2 OF 3

Obtaining agreement from external parties has been difficult (i.e. BNSF) to obtain in a reasonable timeframe. We understand these other entities have timeframes different than ours, so we continue to work towards finalizing agreement with them.

LIST PLANS/GOALS FOR NEXT YEAR:

The LRC now has revenues exceeding expenses and is in a position to begin thinking proactively about projects and investments that will advance the mission of removing blight and encouraging redevelopment in the Urban Renewal Area. We will be discussing what opportunities may exist to make investments over the next several meetings.

IN WHAT AREAS DO YOU NEED CITY COUNCIL INPUT/FEEDBACK?

Having this yearly interaction with City Council is valuable to receive feedback on the progress being made and projects being undertaken by the LRC.

The LRC would like the opportunity to discuss ideas for proactive projects.

KNOWING THAT FUNDING IS LIMITED AND NOT ALL PROGRAMS WILL BE A PRIORITY IN ANY GIVEN BUDGET YEAR, WHAT PROJECTS/ PROGRAMS/POSITIONS ETC. DOES THIS BOARD RECOMMEND THE CITY COUNCIL FUND IN NEXT YEAR'S BUDGET?

A few key projects in the current 5-year CIP Budget and some future potential projects that have significant interest from the LRC include:

- Funding for Quiet Zone implementation along the BNSF Railroad
- Funding and construction of the South Street Gateway
- Drainageway improvements planned to remove most of the downtown out of the floodplain
- Conceptual realignment of Main Street at South Boulder Road.

ARE THERE LEGISLATIVE ISSUES (NEW LAWS, AMENDMENTS, CODES, ETC.) THIS BOARD WOULD ENCOURAGE THE CITY COUNCIL TO CONSIDER?

The State's Construction Defect Liability law affecting the development of condominium projects is creating a missing component of new residential construction in Colorado. Condominiums play an important role in the make-up of residential availability for both urban and suburban locales. Any support to advance legislation to address barriers to condo development would be appreciated.

Urban Renewal legislation will most likely see amendments proposed to limit Urban Renewal tools. The LRC would like to see the City support the current rules regarding Urban Renewal and lobby against amendments that would unreasonably restrict the use of tax increment financing or eminent domain for redevelopment projects.

SUBJECT: LOUISVILLE REVITALIZATION COMMISSION

DATE: JANUARY 13, 2015

PAGE 3 OF 3

RECOMMENDATION:

Discussion

ATTACHMENT(S):

None

SUBJECT: DISCUSSION – PURCHASING POLICY LIMITS

DATE: JANUARY 13, 2015

PRESENTED BY: MEREDYTH MUTH, CITY MANAGER’S OFFICE

SUMMARY:

In 2014, the City Council asked staff to schedule time for review of the current purchasing policy limits, specifically the level at which a purchase requires City Council approval. During the annual budget process the City Council reviews in detail the Five-Year Capital Improvement requests and the budget for every fund. The culmination of which is the annual budget approved by the City Council. The budget authorizes expenditures for specified purposes. The Purchasing Policies establish the process whereby staff makes purchases or contracts for services that are already funded by the annual budget approved by the City Council.

The following table shows the existing purchasing levels and a possible change for purchases over \$50,000:

	CURRENT	POSSIBLE CHANGES
	<i>Cash purchases under \$50</i>	
Bid/Forms Required	<ul style="list-style-type: none"> Petty Cash Requisition 	
Approvals Required	Manager	
	<i>\$50.01 - \$2,499.99</i>	
Bid/Forms Required	<ul style="list-style-type: none"> Check Request Form 	
Approvals Required	Department Director or Designee	
	<i>\$2,500.00 - \$9,999.99</i>	
Bid/Forms Required	<ul style="list-style-type: none"> Minimum 3 phone quotes/bids/proposals Contract as appropriate Purchase Requisition Check Request 	
Approvals Required	Department Director Finance Director	
	<i>\$10,000.00 - \$24,999.99</i>	
Bid/Forms Required	<ul style="list-style-type: none"> Written bid process with a minimum of 3 bids/ quotes/ proposals 	

SUBJECT: DISCUSSION – PURCHASING POLICY LIMITS

DATE: JANUARY 13, 2015

PAGE 2 OF 3

	<ul style="list-style-type: none"> • Contract as appropriate • Purchase Requisition • Check Request 	
Approvals Required	Department Director Finance Director City Manager	
	\$25,000 - \$49,999.99	\$25,000 - \$99,999.99
Bid/Forms Required	<ul style="list-style-type: none"> • Competitive Bid Process • Contract • Purchase Requisition • Check Request 	<ul style="list-style-type: none"> • Competitive Bid Process • Contract • Purchase Requisition • Check Request
Approvals Required	Department Director Finance Director City Manager City Manager notifies City Council of contract approval <i>NOTE: Any project/purchase in this price range not approved in the annual budget process requires City Council approval.</i>	Department Director Finance Director City Manager City Manager notifies City Council of contract approval <i>NOTE: Any project/purchase in this price range not approved in the annual budget process requires City Council approval.</i>
	\$50,000 and above	\$100,000 and above
Bid/Forms Required	<ul style="list-style-type: none"> • Competitive Bid Process • Contract • Purchase Requisition • Check Request 	<ul style="list-style-type: none"> • Competitive Bid Process • Contract • Purchase Requisition • Check Request
Approvals Required	Department Director Finance Director City Manager	Department Director Finance Director City Manager City Council

The proposed new level would give the City Manager the authority to approve contracts and purchases up to \$100,000 *only if the project was previously approved by the City Council in the annual budget process*. Currently all projects over \$49,999 require City Council approval. Given the amount of detail and time put into the annual budget process, including the capital projects prioritization and budgeting, it can be redundant and time consuming to bring projects back to Council again for contract/purchase approval. To ensure that the City Council stays informed of expenditures in the \$25,000 to \$49,999 range (or the \$99,999 range if approved), the City Manager includes a report in the second City Council packet of each month listing all such expenditures that he has approved.

Projects that come to Council for contract or bid approval are generally put on the consent agenda. However, even consent items require a significant amount of staff time

to write a council communication, have it reviewed by a department director, reviewed by the City Manager, included in the Council packet, and then approved by Council. All of these steps can add two to four weeks to a project that has already been approved in the budget process. The increase in expenditure approval levels would avoid this effort and still keep the City Council informed of significant expenditures.

Some examples of projects or purchases the City Council approved in 2014 via the consent agenda that could have been approved by the City Manager if purchasing levels were changed include:

- Agreement with CliftonLarsonAllen for Contract Utility Billing Services: \$69,840
- Consulting Agreement for Storm Sewer Detention Pond Maintenance: \$65,000
- Contract for Scanning Back Planning and Building Records: \$60,000
- Contract for Aquatic Chemical Solutions: \$51,460
- Design Contract for Eldorado Intake Repairs: \$65,795
- 2014 Street Striping Contract: \$69,465
- Purchase of Deck Mower: \$56,907

Staff would continue to secure Council approval of all expenditures over \$100,000 AND any project or purchase over \$25,000 not already approved in the annual budget. Additionally, the City Manager has the discretion to bring to the City Council any purchase/project he determines should have the Council's explicit approval because it may be of special interest.

Regardless of the approval level, all projects over \$2,500 will continue to require a minimum of three quotes or bids. As the price of the purchase increases so do the bidding requirements with full competitive bid procedures required for purchases over \$25,000. Additionally, a manager, director or the City Manager can require a competitive bid process for any project if he/she determines it will get the best price for the project/purchase.

There are multiple steps in the purchase process including checks for both the proper approvals and to assure that there are sufficient funds budgeted prior to releasing a purchase requisition.

FISCAL IMPACT:

None, all purchases must still be budgeted for.

RECOMMENDATION:

Discussion

ATTACHMENT(S):

1. Existing Purchasing Policies



PURCHASING POLICIES

Adopted August 7, 2012

Effective October 1, 2012

CONTENTS

OBJECTIVE	4
USE OF POLICY	4
SECTION I – DEFINITIONS	4
SECTION II – PURCHASING LEVELS	6
SECTION III – PURCHASE REQUISITIONS	7
Types of Purchase Requisitions	7
Petty Cash Requisitions.....	7
Purchase Requisitions.....	7
SECTION IV – PURCHASE ORDERS	8
Exempt Items	8
Purchase Order Amendments	8
SECTION V – BIDDING	9
Types of Bids	9
Informal Bids/Quotes/Proposals for projects under \$25,000.....	9
Competitive Bids for projects over \$25,000.....	10
Bonding Requirement	14
Examples of Bonds	14
Insurance Requirement	15
Bidder List and Bid Evaluation	16
State and Other Allowed Bids	16
Annual Contracts	16
Integrated Project Delivery Contracting Process (Design-Build)	17
SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS	18
Sole Source Purchases	18
Purchase in the Amount of \$2,500 to \$9,999.....	18
Purchase in the Amount of \$10,000 or more.....	18
Local Vendor Preference	18
Ethics in City Contracting	19
SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS	20
SECTION VIII – RECEIVING PROCEDURES AND CHECK REQUESTS	21
Receiving Procedures	21
Check Requests	21
SECTION IX – DISPOSAL OF SURPLUS PROPERTY	22
Policy	22
Procedure	23
SECTION X – PURCHASING CARD PROGRAM	24
Card Issuance	24
Limitations and Restrictions	24
Lost or Stolen Cards	24
Reconcilement and Payment	25
Disputed or Fraudulent Charges	25
Sales and Use Tax	25
Loss of Privileges	25
SECTION XI – PURCHASING RULES FOR SPECIFIC EQUIPMENT	27
Hardware and Software	27
Copiers	27
SECTION XII – APPENDICES	28
Appendix A: Petty Cash Requisition	29
Appendix B: Check Request Form	30
Appendix C: Receipt of Goods Form	31
Appendix D: Asset Disposal Form	32
Appendix E: Sample Request for Proposals	33
Appendix F: Sample Request for Qualifications	40

Appendix G: Sample Independent Contractor Agreement48
Appendix H: Purchasing Card Guidelines.....62

OBJECTIVE

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

USE OF POLICY

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

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more, and having a useful life greater than one year.

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

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II – PURCHASING LEVELS

	< \$50.00	\$50.01 - \$2,499.99	\$2,500 - \$9,999.99	\$10,000 - \$24,999.99	\$25,000 - \$49,999.99	\$50,000 & > all purchases
Bid/ Proposals & Forms	Petty Cash Requisition Form	Check Request	1. A minimum of three (3) telephone bids/quotes/proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Written Bid Process with a minimum of three (3) written bids/quotes/proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Competitive Bid Process 2. Contract approved by City Manager Purchase Requisition 3. Check Request 4. City Manager notifies City Council of expenditure approval.	1. Competitive Bid Process 2. Contract approved by the City Council 3. Purchase Requisition 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	Manager	Department Director or Designee	Department Director & Finance Director	Department Director, Finance Director, & City Manager	Department Director, Finance Director, & City Manager	Department Director, Finance Director, City Manager & City Council
Amendments & Change Orders			Increases greater than 5% or \$2,500 (excluding any contingency) require additional approval			
<i>Any purchase that the City Manager deems to be questionable or that has policy implications shall require City Council approval.</i>						

- **All bids/quotes/proposals are public information and can be released to the public following bid award. The City may determine to not release trade secrets or other confidential commercial, financial or personal information.**
- **Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.**
- **One original signed contract must be submitted to Central Files with the completed project file.**

SECTION III – PURCHASE REQUISITIONS

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

TYPES OF PURCHASE REQUISITIONS

PETTY CASH REQUISITIONS

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

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

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

Purchases for less than \$2,500, which are not paid out of petty cash, are processed using a check request form that has been approved by the Department Director (or his designee).

PURCHASE REQUISITIONS

Purchase requisitions shall be used to initiate the purchase of materials or services of \$2,500 or more and for which a purchase order will be issued. Purchase requisitions will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating vendors, and preparing purchase requisition far enough in advance of the required date;
- All requisitions must be approved by the Department Director and the Finance Director and, if over \$10,000, approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with vendors.

SECTION IV – PURCHASE ORDERS

A purchase order (P.O.) authorizes a vendor to release goods or services to the City and informs them that funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the order is completed and signed by an authorized representative of the City and the vendor demonstrates his acceptance of the purchase order through the initiation of some action to fill the order.

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

A standard purchase order is to be used for all purchases of \$2,500 or more excluding the following areas. *Capital improvement projects cannot be exempt.*

EXEMPT ITEMS

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

PURCHASE ORDER AMENDMENTS

The Finance Department has the authority to pay an invoice that exceeds the purchase order by less than 5% or \$2,500 (whichever is less).

When the actual expenditure exceeds the purchase order amount by 5% or \$2,500 (whichever is less), a second and complete approval process must be obtained via purchase requisition (for overages of \$2,500 or more) or by manual approval on the check request (for overages of less than \$2,500).

SECTION V – BIDDING

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

All purchases of goods or acquisition of services above \$25,000 and all purchases of cars, trucks, and heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in “State and Other Allowed Bids” and “Sole Source Purchases.”

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER \$25,000

All purchases within the financial parameters of \$2,500 to \$24,999 shall require informal bidding procedures.

- For purchases between \$2,500 and \$9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided with the purchase requisition and approved by the Department Director and Finance Director;
- For purchases between \$10,000 and \$24,999 the requesting department shall use a contract and obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the City Manager;
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

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

- a) Develop specifications/information. Upon finalization of the specifications, prepare any documents required by the informal bid;

- b) Mail a copy of specifications to identified vendors;
- c) Use the RFP process if Department Director determines it appropriate for the project;
- d) Post a copy of specifications/RFP to the City's official website www.LouisvilleCO.gov and send to any other appropriate web sites;
- e) Evaluate the bid/proposal results and determine which bid/proposal serves the City's best interests;
- f) Use the City-approved Contract form (Appendix G);
- g) Initiate a Purchase Requisition;
- h) Submit the Purchase Requisition and quotes to the Finance Department. If the recommended vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid;
- i) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER \$25,000

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

- All requests for competitive bids shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. Such notice may also be published in other publications of limited circulation or trade journals. In addition to publication, the formal bid must be posted on the City's web site at www.LouisvilleCO.gov, and may be posted on other web sites.
- Notices, general instructions, conditions and specifications are not required to be published and may be mailed or emailed to identified vendors, and may be posted on the City's web site.

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

- a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening, except that the City may determine not to disclose trade secrets or other confidential commercial,

financial or personal information. Bid documents shall contain the following information:

- Where the bidder can obtain bid documents;
 - Any costs of bid documents;
 - Bid submittal deadline;
 - Date, time and location of bid openings;
 - Any bond or insurance requirements;
 - Any special requirements;
 - A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
 - General conditions;
 - Minimum specifications;
 - Bid proposal form;
 - Delivery date or completion date;
 - Period of bid validity;
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;
- d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;
- e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;
- f) Reports:
- If under \$50,000, prepare a report for the City Manager listing the preferred vendor and justification;

- If over \$50,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.
- g) Use City Attorney approved contracts and insurance and bond requirements;
- h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- i) Obtain signatures on all contracts;
- j) Complete Purchase Requisition and forward to the Finance Department;
- k) Finance Department issues a Purchase Order;
- l) Notice of final payment and settlement is published by the Department two (2) times in the newspaper for all improvement projects, with the second notice to be published no later than ten (10) days before final payment is made (over \$50,000).

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

- a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare the request for proposal. All documents become public information upon completion of the proposal opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Request for Proposals shall contain the following information:
 - Where the bidder can obtain information;
 - Proposal submittal deadline;
 - Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
 - Any bond or insurance requirement;
 - Any special requirements;
 - A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal

- deemed to be the lowest cost and a reliable and responsible proposal;
- General conditions;
 - Minimum specifications;
 - Bid proposal form (if there is one);
 - Delivery date or completion date;
 - Period of bid validity;
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.
- d) The RFP may be mailed or emailed to identified vendors and shall be posted on the City's web site (www.LouisvilleCO.gov);
- e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;
- g) Reports:
- If under \$50,000, prepare a report for the City Manager listing the preferred vendor and justification;
 - If over \$50,000 (or a project that is not in the approved annual budget), advise the City manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.
- h) Use City Attorney approved contracts and insurance and bond requirements;
- i) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- j) Obtain signatures on all contracts;

- k) Complete Purchase Requisition and forward to the Finance Department;
- l) Finance Department issues a Purchase Order;
- m) Final payment notices are published by the Department two (2) times in the newspaper for all improvement projects (over \$50,000).

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

- a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the vendor must have. See bonding and insurance requirements listed below;
- b) The RFQ may be mailed or emailed to identified vendors and shall be posted on the City's web site (www.LouisvilleCO.gov);
- c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;
- d) Once all RFQ's are evaluated and the list of qualified vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific vendors.

BONDING REQUIREMENT

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

EXAMPLES OF BONDS

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

price if the bid is over \$150,000 and at least 5% of the vendor's bid if under \$150,000.

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings, works or improvements awarded in excess of \$50,000 per state statute. The performance bond shall be in amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of \$50,000. The payment bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

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

Comprehensive General Liability

\$1,000,000 each occurrence
\$2,000,000 general aggregate

Automobile Liability

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

Workers' Compensation

Statutory limits

Employers' Liability Insurance

\$100,000/ each accident
\$500,000/ disease - policy limit
\$100,000/ disease - each employee

Professional Liability (for licensed professional services)

\$1,000,000 each occurrence
\$2,000,000 general aggregate

BIDDER LIST AND BID EVALUATION

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

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

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

STATE AND OTHER ALLOWED BIDS

City staff may use State of Colorado bids (solicited through the Bid Information and Distribution System) or bids from the Multiple Assembly of Procurement Officials (MAPO) or the General Services Administration (GSA) to get the benefit of the pricing available through those procurement systems.

These bids are permitted for any supply, equipment, or vehicle purchase on items under \$500,000. These purchases, while exempt from the formal bid process, are subject to the normal approval process.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract—which is any contract with a term extending beyond the current fiscal year—that all

financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: “Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.”

INTEGRATED PROJECT DELIVERY CONTRACTING PROCESS (DESIGN-BUILD)

The City Council may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for a City capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the City Council that IPD represents a timely or cost-effective alternative for the public project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the City Manager, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. Notice of the initial solicitation for an IPD procurement shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. The City may also publish notice of the solicitation in a trade journal or post notice on the City’s website. The IPD procurement shall be completed in compliance with the procedures above that are applicable to the selected method of competitive/formal bidding. After reviewing the proposals, the City Council may accept the proposal that, in its estimation, represents the best value to the City. In the procurement and administration of an IPD contract, the City may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

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

SOLE SOURCE PURCHASES

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

PURCHASE IN THE AMOUNT OF \$2,500 TO \$9,999

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

Finance Department will review the requisition and justification for the sole source purchase. If the sole source justification is approved by the Finance Director, a purchase order will be issued. If the purchase is not approved, two (2) more telephone quotations are required.

PURCHASE IN THE AMOUNT OF \$10,000 OR MORE

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

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

LOCAL VENDOR PREFERENCE

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

As deemed appropriate solely within the discretion of the City, bids may be awarded to local vendors providing the proposal or quote is within 5% or \$1000 (whichever is less) of the lowest bid.

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

ETHICS IN CITY CONTRACTING

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

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

SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

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

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

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

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

SECTION VIII – RECEIVING PROCEDURES AND CHECK REQUESTS

RECEIVING PROCEDURES

- It shall be the responsibility of the receiving department/division to ensure that shipped goods are received as ordered and in good condition. Upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip and as ordered on the Purchase Order. Receiving documents (Packing Slip or Receipt of Goods Form – Appendix C) must be signed and dated by the employee receiving the goods;
- If the goods are faulty or damaged, notify the vendor and Accounts Payable immediately. If damage is concealed or not noticed at time of delivery, retain all boxes and packing lists and notify vendor immediately;
- All invoices shall be mailed by the vendor directly to the employee who made the purchase;
- It shall be the responsibility of the receiving department/division to inform Accounts Payable of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.

CHECK REQUESTS

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

- Original invoice must be attached;
- All signed and dated receiving documents must be attached;
- All requests must be signed by the department director or an assigned designee;
- P.O. must be referenced if applicable;
- Full or partial payments must be indicated.

Checks will be cut in accordance with the Accounts Payable schedule.

SECTION IX – DISPOSAL OF SURPLUS PROPERTY

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

POLICY

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

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

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

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

PROCEDURE

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

SECTION X – PURCHASING CARD PROGRAM

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

- Reduce the cost of processing small dollar purchases;
- Receive faster delivery of required merchandise;
- Simplify the payment process.

CARD ISSUANCE

The requesting employee’s manager sends an email to the Program Administrator authorizing the issuance of a purchasing card. Upon receipt of the card, the Program Administrator reviews the card Guidelines (Appendix H) with the employee. The cardholder agrees to adhere to the Guidelines by signing the Purchasing Card User Agreement. The User Agreement is filed in the employee’s personnel file. The cardholder is the only person entitled to use the card and the card is not to be used for personal use. Use of the card for personal use or any unauthorized use may result in discipline up to and including termination.

LIMITATIONS AND RESTRICTIONS

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

The Purchasing Card Program also allows for Merchant Category blocking. The only Merchant Category that is blocked is “Other” which includes gambling, casinos, bowling alleys and some other entertainment. If the cardholder attempts to use the card at such a merchant, the purchase will be declined.

All requests for changes in limitations and restrictions must be made through the cardholder’s manager to the Purchasing Card Administrator.

LOST OR STOLEN CARDS

The Purchasing Card should be kept in a secure location accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the Program Administrator immediately at 303-335-4507 or the bank at 800-819-4249 during non-business hours.**

RECONCILEMENT AND PAYMENT

All transactions processed during the month will be included on a monthly statement of account for each cardholder. Monthly statements will be distributed by the Program Administrator to each department. Cardholders are responsible for reviewing the monthly statement for accuracy, providing a brief description and account number, and attaching a receipt for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted (with receipts) to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

DISPUTED OR FRAUDULENT CHARGES

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

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

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

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

SALES AND USE TAX

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the card. If an employee happens to pay tax on a purchase, that employee will be responsible to have the sales tax reversed or reimburse the City of Louisville for the taxes paid. Under very limited, specific circumstances this policy may be waived by the Finance Director.

LOSS OF PRIVILEGES

Failure to comply with the requirements of the Purchasing Card Guidelines may result in immediate revocation of the Purchasing Card privileges. Privileges can be restored **one time only** after a six-month waiting period following the loss of privileges. The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges will be permanent. The loss of purchasing card privileges shall be documented in the employee's personnel file.

SECTION XI - PURCHASING RULES FOR SPECIFIC EQUIPMENT

HARDWARE AND SOFTWARE

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

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

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

COPIERS

Copiers must be kept for a minimum of four (4) years before they may be replaced.

SECTION XII – APPENDICES

APPENDIX A – Petty Cash Requisition Form

APPENDIX B – Check Request Form

APPENDIX C – Receipt of Goods Form

APPENDIX D – Asset Disposal Form

APPENDIX E – Sample Request for Proposals

APPENDIX F – Sample Request for Qualifications

APPENDIX G – Sample Independent Contractor Agreement

APPENDIX H – Purchasing Card Guidelines

APPENDIX A: PETTY CASH REQUISITION

Petty Cash Requisition

_____ Cash Advance

_____ Purchase/Reimbursement

Date _____

Petty Cash Paid To: _____

Description: _____

Account #: _____

Amount: \$ _____

Requested by: _____

Department Approval: _____

Finance Approval: _____

APPENDIX B: CHECK REQUEST FORM

Check Request Form



Submitted By:
Department Name: _____
Requestor's Name: _____
Vendor #: _____
Vendor Name: _____
Vendor Address: _____
Vendor Contact: _____
Vendor Phone: _____ Vendor Fax: _____

PO#: _____

Check One:
 New Vendor - Will Use Again
 New Vendor - One-time Use Only

And Check If:
 Capital Project (Need 2 Copies of Paperwork)

Check Request Requirements:
 - If PO is associated with request, must include PO#
 - If this is a capital item, 2 copies of Invoice and Backup are required.
 - Request must be signed by Dept. Director and Finance

Date Requested: _____

Full Payment / Close PO Partial Payment / Leave PO Open
 Handtype Requested

Return Check To: _____

Approvals:
 Department Director or Designee: _____
 Finance Director or Designee: _____
 City Manager or Designee: _____

Invoice #	Invoice Date	Description	PO Line #	G/L Account #	Invoice Amount

If you have any questions concerning this request, please contact:
 Accounts Payable 303-335-4507
 Thank you!

Total \$0.00

APPENDIX C: RECEIPT OF GOODS FORM



RECEIPT OF GOODS

DATE: _____ DEPARTMENT: _____

SIGNATURE OF RECEIVER _____

The following merchandise has been received in good condition:

PURCHASE ORDER # (if known)	QUANTITY ORDERED	QUANTITY RECEIVED	VENDOR NAME	BRIEF DESCRIPTION OF GOODS

NOTE: USE THIS FORM ONLY WHEN NO PACKING SLIP ACCOMPANIES THE DELIVERED GOODS – SOUND AUDIT PRACTICES REQUIRE ORIGINAL DOCUMENTS WHEN AVAILABLE

PLEASE FORWARD COMPLETED DOCUMENT ALONG WITH CHECK REQUEST AND ORIGINAL INVOICE TO ACCOUNTS PAYABLE.

APPENDIX D: ASSET DISPOSAL FORM



Asset Disposal Form		Disposal Date: <input type="text"/>	
Description	<input type="text"/>		
Manufacturer	<input type="text"/>	Model	<input type="text"/>
Location	<input type="text"/>	Year	<input type="text"/>
Asset Number	<input type="text"/>	Serial Number	<input type="text"/>

Type of Disposition		Comments
Transferred	<input type="checkbox"/>	From: <input type="text"/> To: <input type="text"/>
Sold*	<input type="checkbox"/>	<input type="text"/>
Traded*	<input type="checkbox"/>	<input type="text"/>
Recycled*	<input type="checkbox"/>	<input type="text"/>
Junked	<input type="checkbox"/>	<input type="text"/>
Lost/Stolen	<input type="checkbox"/>	<input type="text"/>
Other	<input type="checkbox"/>	<input type="text"/>

*Include amount of proceeds in "Comments"

Name: _____ Title: _____

Department: _____ Phone: _____

Department Director: _____ Date: _____

Other Comments

Finance Use Only:	Fixed Asset Y/N	Asset Number _____
Cost _____	Accum Depr _____	Fund _____
Date ADG Updated _____	Date Sale Recorded in GL _____	
Date Asset Removal Recorded in GL _____	By _____	

APPENDIX E: SAMPLE REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR

The City of Louisville is accepting proposals from qualified contractors (“contractor”) to _____ . Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- Four (4) copies of each proposal shall be submitted per the RFP and one copy in MS Word or PDF on a CD.
- The City of Louisville will receive proposals in response to this RFP until _____, “our clock” on _____. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name “_____”, and shall be addressed as follows:

City of Louisville
749 Main Street
Louisville CO 80027

- Interviews of applicants selected by City for interview – beginning the week of _____.
- Anticipate final selection approximately _____.
- Contract signed by City Council approximately _____.

REQUEST FOR PROPOSALS FOR _____

Section 1. Summary of Request

Purpose – The City of Louisville is accepting proposals from qualified contractors to _____ as defined in the scope of work.

Questions regarding the proposal can be directed to:

NAME	
City of Louisville	303.335.4____
749 Main Street	_____@LouisvilleCO.gov
Louisville CO 80027	

Section 2. Scope of Work

The Scope of Work shall include but is not limited to the following:

ADD SPECIFICATIONS

Section 3. Standard Terms and Conditions

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

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.

- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
 - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Section 4. Required Submittals

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.

- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal.

Thank you, we look forward to reviewing your proposal.

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

By _____

Title: _____

Date

APPENDIX F: SAMPLE REQUEST FOR QUALIFICATIONS



Request for Qualifications (RFQ)

**Issued
DATE**

DEPARTMENT
749 Main Street
Louisville, CO 80027
(303) 335-4505

TABLE OF CONTENTS

	<u>Page</u>
Schedule of Events	
Introduction & Background	
General Information & Requirements	
Project Scope.....	
Vendor Qualifications	
Evaluation Criteria.....	

SCHEDULE OF EVENTS

<u>Event</u>	<u>Date(s)</u>
Request for Qualifications (RFQ) Released.....	DATE
Deadline for Requesting RFQ Clarification	DATE
Response to Requests for RFQ Clarification	DATE
Responses to RFQ due by TIME.....	DATE
Qualified Vendors Selected	DATE
Request for Proposals (RFP) Distributed to Qualified Vendors.....	DATE
Qualified Vendors Response to RFP due by 4:00 p.m. MST	DATE
Product Demonstrations	DATE
Negotiation & Clarification	DATE
Approval of Contract.....	DATE
Begin Implementation.....	DATE

The City of Louisville reserves the right to modify this schedule at its sole discretion if it deems necessary.

INTRODUCTION & BACKGROUND

The City of Louisville, Colorado, hereinafter referred to as the City, seeks to prequalify firms to provide _____.

Add any other necessary and relevant information.

GENERAL INFORMATION & REQUIREMENTS

The first step in the City's Request for Proposal (RFP) process is this RFQ, which seeks to obtain information in order to prequalify vendors for participation and consideration in subsequent steps of the RFP. In order to be considered for prequalification, the respondent to this RFQ must be the provider of _____.

From the issuance date of this RFQ until a vendor(s) is selected and the selection is announced, vendors are not allowed to communicate with any City of Louisville staff or officials regarding this procurement, except at the direction of Malcolm Fleming, City Manager or _____, _____, the designated representatives of the City of Louisville. Any unauthorized contact may disqualify the vendor from further consideration.

Receipt of Proposals and Public Inspection

Upon receipt of qualifications, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

Claims to Keep Information Confidential

All responses to this RFQ become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Initial Classification

All qualifications will be initially classified as being responsive or non-responsive based upon the requirements in Section 3.2. If a response is found to be non-responsive, it will not be considered further.

Evaluation

All responsive qualifications will be evaluated based on stated evaluation criteria. Submitted qualifications must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFQ document.

Discussion/Negotiation

Although vendors may be prequalified without discussion, the City may initiate discussions with one or more Vendors should clarification be necessary. Vendors should be prepared to send qualified personnel to Louisville, to discuss technical and contractual aspects of their proposal.

Prequalification

Prequalification will be made to the vendors whose responsive qualifications are determined to best meet the evaluation criteria and therefore the most advantageous to the City. The City may prequalify as many software vendors as it feels serves its best interest.

Late Submissions

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Preparing a Response

This RFQ contains the instructions governing the qualifications to be submitted and a description of the mandatory requirements. To be eligible for consideration, a vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFQ.

Vendors requiring clarification or interpretation of any section or sections contained in this RFQ shall make a written request to the City by the deadline. All written correspondence must be addressed to:

City of Louisville
_____ RFQ

749 Main Street
Louisville, CO 80027
EMAIL ADDRESS

Each Vendor submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFQ. **A written answer will be provided to all questions received by TIME AND DATE.** Written questions received after the deadline may not be considered.

Any interpretation, correction, or change to this RFQ will be made by written addendum by _____. Interpretations, corrections, or changes to this RFQ made in any other manner will not be binding and vendors shall not rely upon such interpretations, corrections, or changes.

Vendors must organize qualifications into sections following the format of this RFQ.

If no exception, explanation, or clarification is required in the vendor's response to a specific subsection, the vendor shall indicate so in the point-by-point response with the following:

“(Vendor’s Name)”, understands and will comply.

Points may be subtracted for non-compliance with specified qualification format requests. The City may also choose to not evaluate, may deem non-responsive, or may disqualify from further consideration any qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

A vendor responding to a question with a response similar to, “Refer to our literature...” or “Please see www.....com” may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City in the RFQ response and not just referenced. Any references in an answer to another location in the RFQ materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question.

Submitting Qualifications

Vendors must submit one (1) original and four (4) copies to:

City of Louisville
_____ RFQ
749 Main Street
Louisville, CO 80027

Qualifications must be received at the City of Louisville prior to TIME AND DATE.

Qualifications received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Each Vendor who submits qualifications represents that:

- The qualifications are based upon an understanding of the specifications and requirements described in this RFQ.
- Costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the vendor. The City is not liable for any expense incurred by the vendor in the preparation and presentation of their qualifications.
- All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the vendor resulting from this RFP process.

- An individual authorized to legally bind the business submitting the qualifications must sign the qualifications in ink.

Rights Reserved

While the City has every intention to award a contract as a result of the RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion reserves the right to:

- waive any formality;
- cancel, terminate or abandon this RFQ or the RFP;
- reject any or all qualifications received in response to this document;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any qualifications;
- not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

Vendor Interview / Product Demonstration

After receipt of all qualifications and prior to the release of the next step in the RFP process, respondents may be required to make an oral presentation and product demonstration at the City Hall in Louisville, Colorado, to clarify their response or to further define their qualifications. Oral presentations and product demonstrations, if requested, shall be at the vendor's expense.

Contract Provisions and Terms

This RFQ and any addenda, the vendor's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

PROJECT SCOPE

ADD SPECIFICATIONS

VENDOR QUALIFICATIONS

The City may make such investigations as deemed necessary to determine the ability of the Vendor to supply the products and perform the services specified. The City reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the vendor fails to satisfy the City that the vendor is properly qualified to carry out the obligations of the project.

ADD SPECIFICATIONS

EVALUATION CRITERIA

Evaluation Procedure

The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further

consideration. The evaluation committee will then evaluate the remaining proposals and determine which vendors prequalify. Only prequalified vendors will be allowed to participate in subsequent steps of this RFP process.

Evaluation Criteria

The evaluation committee will review and evaluate the qualifications received according to the following criteria:

- Quality and relevance of references;
- Proven ability to deliver products in the scope of project;
- Financial stability;
- Training;
- Support;
- Other criteria within this RFQ or the City's purchasing policies, or that the City determines are relevant to consideration of the best interests of the City.

APPENDIX G: SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR _____ SERVICES**

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the “City”, and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the “Contractor”.

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit “B” attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit B. The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the Services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.
- 4.3 Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City.

5.0 PROJECT REPRESENTATION

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

6.0 TERM

The term of this Agreement shall be _____, 20__ to _____, 20__, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence upon execution of this Agreement by the City and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be

relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

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

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT CONTRACTOR

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

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

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

10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

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

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

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

10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

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

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

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

13.0 TERMINATION

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

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services

are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County and the federal district court for the District of Colorado in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the City:

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

If to the Contractor:

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: _____
Charles L. Sisk, Mayor

Attest: _____
Nancy Varra, City Clerk

Date: _____

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services

[See Following Page(s)]

Exhibit B

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

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

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

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

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

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

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

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

The undersigned hereby certifies as follows:

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

Proposer:

By _____

Title: _____

Date

Preparation Checklist for Completion of Sample Independent Contractor Agreement

NOTE: This Checklist Page is for the City's internal use only and should not be included as part of the final contract

Title Block:

- Insert Contactor Name
- Insert Type of Services

First Paragraph:

- Insert Contractor Name
- If Contractor is an entity, insert state of organization and entity type

Section 5:

- Insert name of City project manager in two places in Section 5.1
- Insert name of Contractor project manager in two places in Section 5.2

Section 6:

- Insert dates for term of Agreement; the commencement date generally should not be prior to the date the City intends to sign the Agreement

Section 19:

- Insert contact information for Contractor

Signature Page:

- Complete signature block for Contactor

Exhibit A:

- Add the Scope of Services; ensure the Scope of Services accurately, clearly and specifically lists all of the work to be completed by the Contractor.
- Ensure Exhibit A includes timeframes for completion of the Services. If the Services include several tasks with several completion deadlines, ensure all deadlines are included in Exhibit A.
- Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on an hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing.

APPENDIX H: PURCHASING CARD GUIDELINES

PURCHASING CARD GUIDELINES

Welcome to the City of Louisville Purchasing Card Program. The purchasing card is a credit card based system used to procure low value items and services.

PURPOSE

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

- Reduce the cost of processing small dollar purchases;
- Receive faster delivery of required merchandise;
- Simplify the payment process.

The Purchasing Card Program is intended for travel, maintenance, repair, operating and other low value purchases needed during the course of business.

Program Administrator:

Diane Kreager
(303) 335-4507

What limitations and restrictions are on the card?

The program is set up with the following limitations:

- Dollar limit per transaction
- Dollar limit per month
- Merchant Category – Other

The following restrictions apply to the purchasing card:

- May not be used to purchase items requiring a requisition and purchase order
- May not split or spread charges over multiple cards to avoid the single purchase transaction limit

For whom can a cardholder make purchases?

The cardholder can make City of Louisville business related purchases for any employee who reports to the same department or division.

Is personal use of the purchasing card allowed?

Use of the purchasing card for personal purchases is prohibited. Any purchases that are inadvertently used for a personal purchase must be reimbursed to the City. Personal use of the card may result in loss of privileges or other disciplinary action including termination of employment.

Can the card be shared?

The only person entitled to use a purchasing card is the person whose name appears on the face of the card. Do not lend the purchasing card to another person for use. Only the cardholder can sign for card transactions. Use by anyone other than the cardholder is prohibited.

Which suppliers may I use?

The purchasing card is a Master Card product. Any supplier or merchant who accepts Master Card can accept the purchasing card.

What are the guidelines for sales tax?

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the card. When making a purchase, please tell the merchant that we do not pay sales tax.

What about receipts for memberships, dues and subscriptions?

For purchases in which a receipt is not normally given, use a copy of the completed application or order form as the receipt. It should clearly indicate payment was made using the purchasing card.

How are charges paid?

All transactions processed during the month will be included on a monthly statement of account for each cardholder. Monthly statements will be distributed by the Program Administrator to each department. Cardholders are responsible for reviewing the statement for accuracy, providing a brief description and account number, and attaching a receipt for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted (with receipts) to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

What if there is an incorrect charge?

Any charge that was not authorized must be reported immediately to the Program Administrator.

If there is an incorrect charge or an outstanding quality or service issue, first contact the merchant to try to resolve the error or problem. If the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If an agreement cannot be reached with the merchant, contact the Program Administrator.

What if a receipt is lost?

If a receipt is lost, contact the vendor for a duplicate. If the vendor is unable to supply a duplicate, the cardholder is to attach a written statement describing the transaction in detail and submit it with the other receipts. This statement will need a supervisor or manager's signature to process. If the cardholder is unavailable to verify the purchase, the supervisor may sign for the cardholder.

Can it be used for telephone orders?

Orders may be made by telephone with an itemized receipt requested from the merchant. If an itemized receipt is unavailable, the cardholder is to attach a written statement describing the transaction in detail and submit it with the other receipts.

What if the purchasing card is lost?

The purchasing card should be kept in a secure location. It needs to be accessible only to the cardholder. **If the purchasing card is lost or stolen, notify the Program Administrator immediately at 303-335-4507 or the Bank at 800-819-4249 during non-business hours.**

What if the cardholder leaves the City?

The cardholder must return the purchasing card to the Program Administrator in the Finance Department. The Program Administrator will cancel the card.

How are purchases returned?

If an item needs to be returned, follow the merchant's return policy. Contact the Program Administrator if a copy of a receipt is needed.

Will use affect personal credit?

Use of the purchasing card will not have any impact on the cardholder's personal credit rating.

What may cause loss of privileges?

Failure to comply with the Purchasing Card Guidelines may result in immediate revocation of the purchasing card privileges if any of the following occur:

- Splitting charges to avoid the single purchase transaction limit
- Loaning the card to another employee for use
- Failure to notify the Program Administrator or Bank of a lost or stolen purchasing card
- Failure to submit the statement on time for payment
- Personal use of the purchasing card

Can privileges be restored?

Privileges can be restored one time only after a six-month waiting period following loss of privileges. The restoration of privileges must be requested by the Department Director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges will be permanent.

As with any City purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for City funds.

PURCHASING CARD USER AGREEMENT

I agree to the following regarding the use of the Purchasing Card Program at the City of Louisville:

I understand that I am making financial commitments on behalf of the City of Louisville and will strive to obtain the best value for the City of Louisville.

I understand that under no circumstances will I use the purchasing card to make personal purchases either for others or myself.

I have been given a copy of the Purchasing Card Guidelines, received the training and understand the requirements for purchasing card use.

I will follow the established procedures for use of the purchasing card. Failure to do so may result in either loss of privileges or other disciplinary action including termination of employment.

I agree that should I violate the terms of this Agreement, I will reimburse the City of Louisville through cash, personal check or payroll deduction. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand if the Department Director determines a purchase was inappropriate, I will reimburse the City of Louisville through cash, personal check or a payroll deduction or return the merchandise, at the discretion of the Director. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand that failure to report a lost or stolen purchasing card may cause a liability for the City of Louisville. I will immediately notify the Program Administrator or Bank of a lost or stolen card. Failure on my part may cause me to be liable for unauthorized purchases and will result in losing purchasing card privileges.

Employee Name and Number (print)

Employee Signature

Manager Signature

Date

Date

SUBJECT: BUDGET FOLLOW-UP DISCUSSION

DATE: JANUARY 13, 2015

PRESENTED BY: MALCOLM FLEMING, CITY MANAGER

SUMMARY:

The budget process for the 2015 budget began in early 2014 with the Goal Setting Retreat in January at the Golf Course Clubhouse. The goals discussed at that meeting were further refined for the June 24, 2014 Budget Retreat. The City Manager also presented a draft 5-year CIP for 2015-2019 at this meeting as well as a revenue update. The City Manager then presented the complete General Fund and CIP budgets on October 7. A special meeting was held on October 14 for discussion and review, a public hearing was conducted on October 14, another Special Meeting was held on October 28 and final adoption of the 2015 budget occurred on November 3, 2014.

City Council had significant discussion on the budget at both Special Meetings, and made substantive changes in a short time period. Among the issues discussed were whether the process for review should begin earlier and what level of detail City Council requires to fully evaluate the documents and multiple drafts provided to Council. Staff is seeking discussion on process and timing for the 2016 budget. Staff has provided a very preliminary budget calendar for the 2016 budget process that has been adjusted from previous years in order for the City Manager's Recommended Budget to be presented to City Council on September 15, 2015. This calendar also includes two City Council study sessions prior to the public hearing. Again, these dates are preliminary and can be reviewed and/or changed in light of future schedules.

Also during the budget process there was discussion related to performance measures and/or program budgeting. Staff would like comments on the current performance measures provided in the 2015 budget as well as the usefulness of other information included in the budget.

Council Members also have expressed interest in organizing the budget according to "programs". To help clarify what Council Members may want in this respect, staff has included a schedule from the 2015 Budget document showing General Fund expenditures by cost centers (departments). Staff has also developed and included similar schedules as examples of current cost centers for the Open Space & Parks Fund, the Historic Preservation Fund, and the Water Utility Fund. Staff invites comments on our current approach and what additional cost centers might be required to provide cost information on additional programs and how that might be presented in future documents.

SUBJECT: BUDGET FOLLOW-UP DISCUSSION

DATE: JANUARY 13, 2015

PAGE 2 OF 2

Council Members also expressed interest in the City using a biennial budget. The City Charter requires the City to adopt an annual budget and also specifies timelines for introduction, public hearing and adoption. However, the City staff could develop a plan document for the 2nd year with the expectation that Council adoption of the budget in the 2nd year would stick closely to the plan developed in the first year to the two-year cycle. Staff requests City Council discussion of a 2-year budget plan and any additional information that may be required to properly evaluate the concept.

Lastly, please find attached a Draft FY 2016 Louisville City Council Budget Process and Goals prepared by Council Members Stolzmann and Lipton. Some of the concepts are similar to those discussed above in addition to providing some specific tasks for the upcoming 2016 budget process. Staff seeks further discussion of all the proposed concepts/topics and specifics of 2016 budget implementation.

FISCAL IMPACT:

Potential for additional staffing based on future budget procedures and analysis required to meet desired outcomes.

RECOMMENDATION:

Discussion

ATTACHMENT(S):

1. Preliminary Budget Calendar for the 2016 budget process
2. General Fund Cost Centers – Expenditures by Department/Division/Program
3. Open Space & Parks Fund, Historic Preservation Fund, and Water Utility Fund Cost Centers – Expenditures by Department/Division/Program
4. Draft FY 2016 Louisville City Council Budget Process and Goals

City of Louisville, Colorado
Budget Calendar
Budget Development Year - 2016

Dates	Description	January	February	March	April	May	June	July	August	September	October	November	December	January
January 13, 2015	Council Meets in Study Session to Review 2016 Budget Process													
February 10, 2015	Council Meets in Study Session for Preliminary 2016 Goals Setting and Discussion of Performance Measures													
March 2 - March 13, 2015	Finance Prepares Preliminary 2015 Budget Amendment for Rollovers, New Items, and Revenue Adjustments													
March 17, 2015	Finance Presents to Departments the Preliminary Budget Amendment for Rollovers, New Items, Etc.													
March 18 - April 3, 2015	Departments Review Preliminary Budget Amendment and Prepare Narratives as Needed													
March 20, 2015	Finance Issues Instructions and Forms to Departments for Five-Year Capital Improvement Program (C-I-P) Requests													
March 23 - April 17, 2015	Departments Prepare Requests for Five-Year Capital Improvement Program													
April 3, 2015	Departments Submit Final Changes and Narratives for Budget Amendment to Finance													
April 6 - April 17, 2015	Finance Prepares Final Budget Amendment for Rollovers, New Items, and Revenue Adjustments													
April 17, 2015	Departments Submit Requests for Five-Year Capital Improvement Program													
April 20 - May 4, 2015	Finance Consolidates and Summarizes All Requests for the Five-Year Capital Improvements Program													
May 5, 2015	Council Considers 2014 Budget Amendment for Rollovers, New Expenditure Items, & Revenue Adjustments													
May 4, 2015	Finance Submits Individual C-I-P Requests Along with Consolidated and Summary Schedules to City Manager													
May 5 - May 15, 2015	City Manager Meets with Departments and Reviews Requests for Five-Year Capital Improvements Program													
May 11 - July 24, 2015	Human Resources Conducts Annual Salary Survey and Other Key Benefits Survey													
May 15, 2015	City Manager Issues Final Recommendations on the Five-Year Capital Improvements Program													
May 18, 2015 - May 29, 2015	Finance Consolidates and Summarizes City Manager's Recommendations on the C-I-P													
June 1, 2015	Finance Submits Preliminary Recommended C-I-P Document to City Manager and Departments													
June 9, 2015	Council Budget Retreat to Refine & Reprioritize 2016 Goals, Discuss Recommended C-I-P, and Revenue Update													
June 12, 2015	Finance Prepares and Issues Instructions and Forms to Departments for Requesting Operational Budgets													
June 12, 2015	Finance Prepares and Issues Forms to Departments for Revenue Estimates													
June 15 - July 10, 2015	Departments Prepare 2016 Operational Budget Requests and Departmental Revenue Estimates for 2015 & 2016													
June 29, 2015	Finance Department Prepares and Issues Letters and Application Forms to Non-Profit Agencies													
June 29 - August 14, 2015	Non-Profit Agencies Prepare 2016 Grant Request Application Forms													
July 2, 2015	Departments Submit 2015 and 2016 Revenue Estimates to Finance for all Revenue Assessed or Collected by Dept													
July 13, 2015	Human Resources Makes Final Recommendations to City Manager on Merits and Market Adjustments													
July 10, 2015	Departments Submit 2016 Operational Budget Requests to Finance													
July 13 - July 17, 2015	City Manager Meets with HR and Departments on Merits, Market Adjustments, and Audits													
July 13 - July 31, 2015	Finance Consolidates and Summarizes Departments' Operational Requests													
July 24, 2015	City Manager Issues Final Decisions on Merits, Market Adjustments, and Audits													

City of Louisville, Colorado
Budget Calendar
Budget Development Year - 2016

Dates	Description	January	February	March	April	May	June	July	August	September	October	November	December	January
August 3, 2014	Finance Submits Departmental Requests Plus Consolidated Requested Budget to City Manager & Depts								■					
August 3 - August 21, 2015	City Manager Reviews Operational Budget Requests and Meets with Departments								■					
August 14, 2015	Non-Profit Agencies Submit Grant Request Applications to Finance Department								■					
August 21, 2015	Human Resources Submits to City Manager and Finance Director the Preliminary Estimates on 2016 Benefit Costs								■					
August 21, 2015	City Manager Issues Final Decisions to Finance and Departments on Recommended Budget								■					
August 24 - September 4, 2015	Finance Consolidates and Summarizes City Manager's Recommended Budget - Prepares for Distribution									■	■			
September 15, 2015	City Manager's Recommended Budget Presented to City Council at a Regular Meeting (Public Hearing Set)										■			
September 22, 2015	City Council Reviews and Discusses Goals and Recommended Budget at Study Session (Special Mtg)										■			
October 12, 2015	Finance Prepares and Issues Public Notice for Public Hearing (Published October 18)										■			
October 13, 2015	City Council Reviews and Discusses Goals and Recommended Budget at Study Session (Special Mtg)										■			
October 14 - October 16, 2015	Finance Consolidates and Summarizes a Revised Recommended Budget - Prepares for Distribution										■			
October 20, 2015	City Council Conducts Public Hearing on Revised Recommended Budget										■			
October 21, 2015	City Manager Informs Finance of Any Changes to Revised Recommended Budget Based on Public hearing										■			
October 21 - October 26, 2015	Finance Prepares Final Budget and Resolutions to Adopt the Budget, Appropriate Funds, and Levy Taxes										■			
November 2, 2015	City Council Considers Resolutions to Adopt the Budget, Appropriate Funds, and Levy Taxes										■			
November 3, 2015	Finance Prepares Mill Levy Certification Letter and Submits to City Clerk for Signature and to Boulder County										■			
November 3 - December 31, 2015	Finance Prepares Formal Budget Document and Application to GFOA for Budget Presentation Award										■	■	■	
November 16 & December 14, 2015	Finance Committee Reviews Grant Requests from Non-Profit Agencies and Makes Recommendations											■	■	
January 2, 2016	Finance Publishes Formal Budget Document and Submits Application to GFOA for Budget Award													■
January 19, 2016	City Council is Presented with Finance Committee Recommendations on Non-Profit Agency Grants													■
January 22, 2016	Finance Issues Letters to Non-Profit Agencies Notifying Them of Council Decision on Grants													■

- City Manager & Council
- City Manager
- Human Resources
- All Departments
- Finance
- Non-Profit Agencies

**General Fund Cost Centers
Expenditures by Department/Division/Program
2012 Actual - 2015 Budget**

Department/Division/Program	2012 Actual	2013 Actual	2014 Budget	2014 Estimated	2015 Budget	Amount of Change fr '14 Budget	Percent of Change fr '14 Budget
General Administration							
110 Central Charges	275,201	308,943	346,130	287,080	352,580	65,500	18.9%
121 City Council	140,834	125,459	152,500	137,500	121,670	(15,830)	-10.4%
122 City Events	65,441	62,993	47,650	24,180	66,000	41,820	87.8%
130 Municipal Court	169,633	181,563	197,670	203,150	211,760	8,610	4.4%
141 Administration	312,877	328,378	340,920	343,260	361,680	18,420	5.4%
142 Cable TV	7,524	8,284	10,350	8,980	10,460	1,480	14.3%
143 ADA Compliance	382	760	300	300	300	-	0.0%
144 Community Facilitation	98,145	115,882	194,960	165,310	203,460	38,150	19.6%
150 City Attorney	130,020	145,741	150,000	150,000	150,000	-	0.0%
160 City Clerk	191,500	171,130	238,760	194,070	262,270	68,200	28.6%
730 Cultural Arts	47,493	51,919	67,430	66,520	80,920	14,400	21.4%
Total General Administration	1,439,050	1,501,052	1,746,670	1,580,350	1,821,100	240,750	13.8%
Economic Development							
145 Economic Development	154,012	155,398	156,970	153,940	199,420	45,480	29.0%
Total Economic Development	154,012	155,398	156,970	153,940	199,420	45,480	29.0%
Information Technology							
172 Information Technology	274,642	279,575	450,630	335,940	411,040	75,100	16.7%
Total Information Technology	274,642	279,575	450,630	335,940	411,040	75,100	16.7%
Human Resources							
171 Human Resources	289,120	307,002	323,350	335,140	373,700	38,560	11.9%
Total Human Resources	289,120	307,002	323,350	335,140	373,700	38,560	11.9%
Finance							
200 Finance & Accounting	230,166	240,609	281,630	276,540	293,960	17,420	6.2%
220 Tax Administration	104,608	117,973	212,020	189,320	163,620	(25,700)	-12.1%
Total Finance	334,774	358,583	493,650	465,860	457,580	(8,280)	-1.7%
Planning							
510 Planning Administration	211,468	214,026	645,680	558,290	541,850	(16,440)	-2.5%
520 Community Planning	284,432	237,901	-	-	-	-	-
530 Building Safety	529,178	455,516	494,580	508,760	523,760	15,000	3.0%
Total Planning	1,025,078	907,443	1,140,260	1,067,050	1,065,610	(1,440)	-0.1%
Police							
310 Police Administration	308,855	323,928	337,260	329,780	348,960	19,180	5.7%
321 Patrol/Investigation	3,382,872	3,797,379	4,075,640	4,071,440	4,230,070	158,630	3.9%
322 Youth Services	300,799	-	-	-	-	-	-
330 Code Enforcement	161,059	164,227	171,380	170,420	173,550	3,130	1.8%
443 PD Building Maintenance	123,125	133,871	181,090	179,610	202,850	23,240	12.8%
Total Police	4,276,710	4,419,405	4,765,370	4,751,250	4,955,430	204,180	4.3%
Public Works							
410 Public Works Administration	134,953	135,498	154,420	139,250	141,230	1,980	1.3%
420 Engineering	235,193	257,955	273,310	271,290	282,090	10,800	4.0%
431 Street Maintenance	1,026,568	1,108,881	1,509,110	1,526,900	1,114,490	(412,410)	-27.3%
433 Snow & Ice Removal	145,370	143,995	163,000	158,550	165,670	7,120	4.4%
434 Sign Maintenance	64,472	60,872	78,940	79,470	82,990	3,520	4.5%
441 Building Maintenance	193,681	200,580	250,270	251,830	266,010	14,180	5.7%
450 Fleet Maintenance	174,553	165,370	172,920	176,780	109,120	(67,660)	-39.1%
Total Public Works	1,974,790	2,073,151	2,601,970	2,604,070	2,161,600	(442,470)	-17.0%

General Fund Cost Centers
Expenditures by Department/Division/Program
2012 Actual - 2015 Budget

Department/Division/Program	2012 Actual	2013 Actual	2014 Budget	2014 Estimated	2015 Budget	Amount of Change fr '14 Budget	Percent of Change fr '14 Budget
Library							
600 Library Services	1,206,486	1,230,883	1,354,210	1,302,780	1,417,420	114,640	8.5%
610 Museum Services	43,227	48,664	77,940	83,930	74,430	(9,500)	-12.2%
444 Library Building Maintenance	200,486	220,240	257,980	261,750	276,450	14,700	5.7%
Total Library	1,450,199	1,499,787	1,690,130	1,648,460	1,768,300	119,840	7.1%
Parks & Recreation							
710 Parks & Recreation Administration	114,914	125,242	135,220	141,380	139,810	(1,570)	-1.2%
751 Parks	280,471	293,966	-	-	-	-	
753 Forestry	92,190	92,322	100,200	99,570	145,700	46,130	46.0%
754 Athletic Field Maintenance	64,989	64,587	71,310	58,540	51,120	(7,420)	-10.4%
720 Rec & Senior Services Admin	54,980	58,277	64,630	64,870	65,010	140	0.2%
721 Recreation Center Management	376,577	404,790	446,410	450,680	473,150	22,470	5.0%
442 Rec Ctr Building Maintenance	400,039	396,566	466,600	468,360	478,070	9,710	2.1%
722 Recreation Center Aquatics	332,379	363,700	401,890	411,060	419,110	8,050	2.0%
723 Fitness and Wellness	108,500	117,787	114,620	109,300	113,460	4,160	3.6%
724 Youth Activities	210,063	219,385	241,360	242,680	247,360	4,680	1.9%
725 Memory Square Pool	116,347	126,443	128,340	125,680	131,840	6,160	4.8%
726 Youth Sports	133,542	139,904	146,090	144,220	150,780	6,560	4.5%
727 Adult Sports	14,850	13,991	16,720	16,620	16,900	280	1.7%
728 Seniors	237,011	237,852	247,360	235,490	255,460	19,970	8.1%
731 Senior Meals	95,855	89,903	92,860	95,670	100,100	4,430	4.8%
732 Nite at the Rec	57,262	61,377	69,340	71,580	76,320	4,740	6.8%
Total Parks & Recreation	2,689,969	2,806,093	2,742,950	2,735,700	2,864,190	128,490	4.7%
Interfund Transfers							
110 Transfers	3,559,250	63,150	6,045,240	5,963,340	1,903,350	(4,059,990)	-67.2%
Total Interfund Transfers	3,559,250	63,150	6,045,240	5,963,340	1,903,350	(4,059,990)	-67.2%
Total General Fund	17,467,594	14,370,639	22,157,190	21,641,100	17,981,320	(3,659,780)	-16.5%

**Open Space & Parks Fund Cost Centers
Expenditures by Department/Division/Program
2012 Actual - 2015 Budget**

Department/Division/Program	2012 Actual	2013 Actual	2014 Budget	2014 Estimated	2015 Budget	Amount of Change fr '14 Budget	Percent of Change fr '14 Budget
750 Open Space Operations	1,080,468	1,096,602	1,857,430	1,752,250	446,010	(1,306,240)	-70.3%
751 Parks Operations	-	-	-	-	1,594,700	1,594,700	
799 Capital Outlay	521,062	1,697,687	4,091,570	3,944,910	2,007,000	(1,937,910)	-47.4%
Total Open Space & Parks Fund	1,601,530	2,794,289	5,949,000	5,697,160	4,047,710	(1,649,450)	-27.7%

**Historic Preservation Fund Cost Centers
Expenditures by Department/Division/Program
2012 Actual - 2015 Budget**

Department/Division/Program	2012 Actual	2013 Actual	2014 Budget	2014 Estimated	2015 Budget	Amount of Change fr '14 Budget	Percent of Change fr '14 Budget
540 Administration & Operations	71,047	94,839	134,800	66,830	207,280	140,450	104.2%
541 Incentives	32,176	23,755	307,800	301,730	325,200	23,470	7.6%
542 Property Acquisitions	956,706	99,208	400,800	400,800	-	(400,800)	-100.0%
543 Contingency	-	-	-	-	-	-	
549 Transfers	-	250,000	1,000,000	1,000,000	250,000	(750,000)	-75.0%
Total Historic Preservation Fund	1,059,929	467,802	1,843,400	1,769,360	782,480	(986,880)	-53.5%

**Water Utility Fund Cost Centers
Expenditures by Department/Division/Program
2012 Actual - 2015 Budget**

Department/Division/Program	2012 Actual	2013 Actual	2014 Budget	2014 Estimated	2015 Budget	Amount of Change fr '14 Budget	Percent of Change fr '14 Budget
110 Central Charges	525,315	569,050	634,360	599,180	604,290	5,110	0.8%
210 Utility Billing	78,660	90,944	91,000	86,080	90,330	4,250	4.7%
461 Water Plant Operations	1,416,403	1,359,255	1,509,970	1,591,250	1,654,220	62,970	4.2%
462 Raw Water Operations	545,393	821,014	890,940	836,472	967,380	130,908	14.7%
463 Distribution & Collection	342,991	362,318	377,930	370,750	384,210	13,460	3.6%
111 Debt Service	1,533,641	9,335,299	943,500	943,660	942,880	(780)	-0.1%
498 Replacement Capital	551,332	438,261	2,503,210	2,190,640	370,000	(1,820,640)	-72.7%
499 New Capital	474,348	909,531	6,273,860	2,882,160	2,733,750	(148,410)	-2.4%
110 Transfers	48,000	-	-	-	-	-	
Total Water Utility Fund	5,516,085	13,885,672	13,224,770	9,500,192	7,747,060	(1,753,132)	-13.3%

Draft

FY 2016 Louisville City Council Budget Process and Goals

Introduction:

As part of the approval of the FY 2015 city budget last November, several members of the City Council expressed interest in improving the budget process. Generally, we agreed that there seemed to be some very good work and progress by staff in identifying certain departmental goals and objectives, as well as improving certain aspects of fiscal transparency.

However, there also seemed to be a consensus that the budget process still needs more emphasis on program budgeting as well as program review and evaluation. There was agreement that we should conduct a review of the budget process early in the new fiscal year and to collaborate with staff to establish budgeting process goals, methodologies, and a time-table that makes sense to reach the desired outcomes.

Of course, the ultimate goal is to approve a balanced budget as required in the City Charter by the end of the year. However, redefining the process could potentially provide better insight and decision-making for resource allocation in supporting the overall goals and objectives of the community.

FY 2016 Budget Process Goals:

- Develop a budget process that will allow the City administration and City Council to invest more time and effort on program evaluation and review instead of the basic mechanics of funding the City's cost centers, capital projects, and producing a balanced budget.
- Consider alternative approaches to multi-year budgeting including some form of "bi-annual budgeting" process.
- Improve the ability to provide a multi-year budget and resource allocation plan anticipating longer-term resource needs as part of each annual budget process.
- Begin placing budget and resource allocation focus on City program and subprograms instead of on organizational cost centers.
- Provide improved transparency in budget process by clearly linking the sources and uses of funds for each selected program and subprograms.

- Take a resource integration approach including all sources of revenues (i.e. general fund, enterprise, fee-for-service, grants, etc.) and linking to specific programs and subprograms.
- Develop program and subprogram performance measures that can be quantifiably as well as subjectively measured as part of budget approval process.
- Begin turning the focus of budget process to examine outcomes and the performance of programs to allow for considered evaluation of whether program funding should be increased, remain the same, or eliminated over time.
- Design a process and timetable that is not overly burdensome to the city administration or to the City Council.

FY 2016 Budget Process:

- Agree on multi-year goals for funding reserve levels for the various City funds.
- Select at least three major City programs (i.e., recreation, open space, library, etc.), agree on each programs' major subprograms, and define the sources and uses of the various categories of revenue and expenses for each.
- Provide three years historical revenue and expense by source of funds for each of the subprograms and provide a request budget for 2016.
- Provide at least three years projected (2017, 2018, 2019) projected revenues and expenses by source of funds revenue source for each subprogram.
- Develop specific budget goals for 2016 for each subprogram along with metrics as to how the City and Council can measure attainment of those budget goals.
- Complete the development and agree on the budget methodology and schedule by May 2015 so that city staff has enough time to implement by next fall.